

**CITY OF GONZALES, TEXAS  
CITY COUNCIL MEETING  
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET  
VIA TELEPHONE CONFERENCE  
AGENDA –JUNE 11, 2020 6:00 P.M.**

NOTICE is hereby given that, pursuant to Section 551.045 of the Texas Government Code and the March 16, 2020 order by the Governor of the State of Texas, the City Council will hold its regular meeting on Thursday, June 11, 2020 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](http://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.*

*This meeting will be closed to in person attendance by the public. 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](mailto: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.

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## **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

In person comment suspended as noted above.

## PRESENTATIONS

- 1.1 Presentation and discussion on the May 2, 2020 General Election Postponed to November 3, 2020 due to COVID-19.

## CONSENT AGENDA ITEMS

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

- 2.1 **Minutes** - Approval of the minutes for the May 14, 2020 Regular Meeting.
- 2.2 Discuss, Consider and Possible Action Approving **Ordinance #2020-12** Appointing Crystal Cedillo, Gonzales County Tax Assessor-Collector, as the Individual to Calculate and Prepare the 2020 No-New Revenue and Voter-Approval Tax Rate Calculations for the City of Gonzales
- 2.3 Discuss, Consider & Possible Action on **Resolution #2020-47** Authorizing the City Manager to Execute an Agreement for Engineering Services for the Texas General Land Office Community Development Block Grant Disaster Recovery Program.
- 2.4 Discuss, Consider & Possible Action on **Resolution #2020-48** Authorizing the City Manager to Execute an Agreement for Grant Administration Services for the Texas General Land Office Community Development Block Grant Disaster Recovery Program.
- 2.5 Discuss, Consider & Possible Action on **Resolution #2020-49** Approving Amendments to the Gonzales Police Department Use of Force Policy.

## PUBLIC HEARINGS

- 3.1 Public Hearing, Discussion & Possible Action Approving **Ordinance #2020-13** Amending the Official Zoning Map by Zoning the North Half of Lots 8 and 9 of the Kings Second Addition and Lot 7 and the South Half of Lots 8 And 9 of the Kings Second Addition, Gonzales, Texas from R-1 Single Family Residential to C-2 Heavy Commercial District
- 3.2 Public Hearing, Discussion & Possible Action regarding proposed amendments to the City of Gonzales Zoning Regulations to amend the following Sections: Section 14.202 Definitions by amending the definitions for manufactured homes, mobile homes and modular homes; Section 14.308 Mobile Home District (M-H) to amend the general requirements and parking requirements; and Section 14.503 Cessation of Nonconforming Use to include manufactured homes in the provisions.  
**NOTE: This item was tabled by the Planning and Zoning Commission, therefore, the City Council cannot take action and will not conduct the public hearing. This item is included for informational purposes only.**
- 3.3 Public Hearing, Discussion & Possible Action on **Resolution #2020-50** Affirming Concurrence with Title VI of the Civil Rights Act of 1964; Section 504 of The

Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990 (ADA), Including the ADA Amendments Act of 2008; the Architectural Barriers Act of 1968, Including the Use of a Telecommunications Device for Persons Who Are Deaf (TDDs) or an Equally Effective Communication System

## **RESOLUTIONS, ORDINANCES AND COUNCIL ACTION**

- 4.1 Discuss, Consider, and Possible Action on **Ordinance #2020-11** authorizing the issuance of up to \$4,240,000 in principal amount of *City of Gonzales, Texas General Obligation Refunding Bonds, Series 2020*, authorizing the execution of a deposit agreement, a paying agent/registrar agreement, a purchase contract and other instruments and procedures related thereto, delegating authority to certain city officials to select outstanding obligations to be refunded and approve all final terms of the bonds, approving an official statement, and calling certain obligations for redemption.
- 4.2 Discuss, Consider & Possible Action on **Resolution #2020-51** authorizing the City Manager to issue a change order to the contract with Tierra Lease Service, LLC to add Alternate #4 “Brick Yard Road” into the contract for the 2020 Street Improvement Plans.
- 4.3 Discuss, Consider & Possible Action on **Resolution #2020-52** amending Section 8.16 of the City of Gonzales Employee Handbook regarding social media.
- 4.4 Discuss, Consider & Possible Action on the City’s Fiscal Management Contingency Plan.
- 4.5 Discuss, Consider & Possible Action on **Resolution #2020-44** Authorizing the Expenditure in an Amount Not to Exceed \$100,800.00 for the Change Out of Electrical Poles.
- 4.6 Discuss, Consider & Possible Action Approving **Resolution #2020-53** establishing only City Departments can use the City Stage.
- 4.7 Discuss, Consider & Possible Action on **Resolution #2020-54** Authorizing the City Manager to defer all hotel occupancy tax payments for the second quarter of FY2019-2020 (January, February, March) for a minimum of 90 days, with penalties waived, based on the recommendation from the Gonzales Convention and Visitor’s Bureau.
- 4.8 Discuss, Consider & Possible Action on **Resolution #2020-55** Authorizing a Budget Amendment based on the Recommendation from the Gonzales Convention and Visitor Bureau.
- 4.9 Discuss, Consider & Possible Action on **Ordinance #2020-14** Providing for a Reasonable Limit of Time to be Spent Without Charges for Repeat Public Information Requestors.

## **STAFF/BOARD REPORTS**

- 5.1 Financial Report for the Second Quarter of Fiscal Year 2019-2020 and the Month of May 2020.

- 5.2 City Manager, Tim Patek will update the City Council on the following: Harrell Addition and GEDC Grant Status

### **CLOSED SESSION**

- 6.1(a) 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:

1. In Re Estate of J. B. Wells litigation
2. Patricia Bennett and Gloria Knight v. City of Gonzales, Texas Cause No. 27,500
3. A Guerra Enterprise LLC D/B/A Holiday Inn Express & Suites Cause No. 27,591

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

1. City Manager

- (c) Pursuant to Section 551.086 of the Texas Government Code, to deliberate, vote or take final action on a competitive matter related to certain public power utilities

1. Consider matters related to contracts for electric service

### **RETURN TO OPEN SESSION**

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

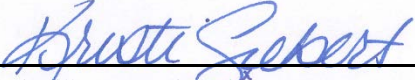
### **CITY COUNCIL REQUESTS AND ANNOUNCEMENTS**

- 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.

CERTIFIED as posted by 5:30 p.m. on June 8, 2020. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

  
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Kristi Gilbert, Interim City Secretary



## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Presentation and discussion on the May 2, 2020 General Election Postponed to November 3, 2020 due to COVID-19.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Presentation

### **BACKGROUND:**

At an emergency meeting on March 20, 2020, the City Council voted to postpone the May 2, 2020 General Election to November 3, 2020 as authorized by the Secretary of State's Election Advisory No. 2020-12 in response to concerns related to COVID-19. See the attached meeting memo and Election Advisory for your reference. The Secretary of State's Office has been working diligently to not only provide information for the Primary Election Run-Offs postponed to July 14, 2020, but also for the November 3, 2020 General Election. Staff met with County Clerk Lona Ackman and Deputy Elections Clerk Christy Horstman to discuss options. While some information is available, there are still many questions that remain unanswered for entities administering elections. The purpose of the presentation is to provide as much information as is available at this time and outline some items that we are still awaiting information on.

### **Knowns:**

- The Governor authorized, but did not mandate, the postponement of the election. However, in order to meet the social distancing requirements and protect election workers, the City elected to postpone.
- All candidates for a place on the ballot are frozen. There will not be an opportunity to submit an application for a place on the ballot, however, candidates can still withdraw their application.
- The changes will require an amendment to the election order that will be brought forward for City Council approval in July or August.
- Municipalities conducting an election in November must use the same polling location as the County, regardless of if they are sharing a ballot. (Election Code Sec. 42.0621) This means the City of Gonzales must have a polling location on election day at:
  - Gonzales Municipal Building
  - Gonzales Master Gardener's
  - Gonzales County Courthouse
  - JB Wells Multipurpose Facility
- Each Early Voting location requires a minimum of two people and each Election Day location must have at least three people.
- Placement of signs – The City does not establish a time frame for the placement of political signs. Private property owners' associations can regulate the timing of signs.

### **Unknowns:**

- How to handle mail-in ballots for individuals that fear contracting COVID-19 at the polling location. This has been the subject of rulings by the Attorney General and lawsuits filed in federal court. The case is currently in the U.S. Court of Appeals for the Fifth Circuit and is expected to be appealed to the U.S. Supreme Court.
- When early voting will begin for the November 3, 2020 election. Governor Abbott has already extended early voting for the July 14<sup>th</sup> Run-Off and has stated he will extend it for November, but has not yet indicated when early voting will start.

Considering the knowns at this time, Staff has formulated two options that will require a vote by Council at the July 9, 2020 City Council meeting. Understand the Governor's Office and the Secretary of State's Office are expected to continue to issue orders on the November 3, 2020 Election which may change some of the information provided.

### **OPTION A: CONDUCT JOINT ELECTION WITH GONZALES COUNTY**

- Enter into an agreement with Gonzales County for a joint election which would possibly include Gonzales ISD.
- All election costs (workers, equipment, ballot printing, supplies) would be shared by each participating entity based on the number of voters.

Ex: 
$$\frac{\text{Total Election Costs}}{\text{All Registered Voters for Gonzales County}} \times \# \text{ of Gonzales Voters} = \text{Cost}$$

- A single ballot would be used to cast all votes and the Gonzales Council Members would be at the bottom of the ballot after Federal, State and County Offices.  
**Note: This is the first election that there will not be the option to vote straight party at the top of the ballot.**
- The City will be responsible for proofing the ballots, canvassing the election results and administering the Oaths of Office.
- The County will be responsible for processing ballots by mail, hiring election workers, setting up polling locations, and tabulating the results on election night, among other duties.

### **OPTION B: CONDUCT ELECTION SOLELY FOR THE MUNICIPAL ELECTION**

- The City would need to rent voting equipment from another vendor as the County does not have enough equipment to share. This would require a minimum of 12 Express Vote Machines, and six scanners. For the November election this would have cost \$25,650 if rented from the County, staff is still seeking bids for rentals from other vendors and expects the cost to be higher. (In May the cost would have been \$8,625.)
- A minimum of 12 election workers would need to be hired for Election Day and two workers for Early Voting. It may be difficult to identify election workers that are not already committed to working for Gonzales County.
- Each location would have a minimum of two full election set-ups (three if the Gonzales

ISD elects to conduct their elections on their own). This would result in the following at each location on Election Day:

- Six to Nine workers between the City, County and ISD
- 12-27 tables at each location
- Three different ballots
- Three different ballot boxes
- Three different lines to stand in

**FISCAL IMPACT:**

See information included in background statement.

**ATTACHMENTS:**

March 20, 2020 City Council Meeting Memo with Election Advisory No. 2020-12  
Election Advisory No. 2020-17 November 3, 2020 Election Law Calendar

**STAFF RECOMMENDATION:**

At this time, Staff is recommending the City Council proceed with Option A and conduct a joint election, with a single ballot with Gonzales County. This will result in less voter confusion, reduced costs and availability of election workers. Gonzales County is waiting on information from the City to prepare a draft contract.

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discussion and possible action on an ordinance postponing the May 2, 2020 General Election to November 3, 2020 for the protection of the health and safety of the general public.

**DATE: March 20, 2020**

### **TYPE AGENDA ITEM:**

Emergency

### **BACKGROUND:**

On March 18, 2020, the Secretary of State's Office issued Election Advisory No. 2020-12 (attached) providing cities with the authority to postpone the May 2, 2020 General Election to the November 3, 2020 uniform election date. The advisory offers November 3, 2020 as the only possible alternative date. On March 19, 2020, Governor Abbott issued Emergency Order No. GA-08 (attached) prohibiting certain activities including social gatherings in groups of more than 10 people; eating or drinking in bars, restaurants, and food courts or visiting gyms or massage parlors; visiting nursing homes or retirement or long-term care facilities; and provides for the closures of schools until 11:59 on April 3, 2020. Also, on March 19, 2020, Dr. John W. Hellerstedt, M.D., Commissioner of the Department of State Health Services issued a Declaration of a Public Health Disaster in the State of Texas (attached).

Items to consider in making your decision:

- Mail ballot materials must be mailed no later than Thursday, April 2<sup>nd</sup> if we continue with the May 2, 2020 election date.
- Early voting begins Monday, April 20<sup>th</sup>
- Some election workers are in a higher risk category.
- Sanitization of election equipment may be difficult.
- If the Governor's Executive Order GA-08 is extended it would be difficult to manage the number of people in the polling location and there is uncertainty as to whether individuals at retirement centers would be able to get transportation as the order calls for no visitors and nursing homes and retirement facilities.
- The election day polling location is North Avenue Intermediate School, if the Governor's Executive Order GA-08 is extended we may need to seek an alternative location.
- If the election is moved to November, there is a possibility that the municipal election of officers will be listed on the same ballot as the presidential ballot.

# The State of Texas

Elections Division  
P.O. Box 12060  
Austin, Texas 78711-2060  
www.sos.texas.gov




Phone: 512-463-5650  
Fax: 512-475-2811  
Dial 7-1-1 For Relay Services  
(800) 252-VOTE (8683)

Ruth R. Hughes  
Secretary of State

## **ELECTION ADVISORY**

### **N0. 2020-12**

TO: Election Officials

FROM: Keith Ingram, Director of Elections 

DATE: March 18, 2020

RE: Actions for May 2, 2020 Uniform Election Date

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The purpose of this advisory is to provide guidance to local political subdivisions regarding their options for any general or special elections that have been ordered for the May 2, 2020 uniform election date. Pursuant to Section 418.016 of the Texas Government Code, the Governor has issued a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date. Pursuant to Texas Election Code 31.003 and 31.004, our office has issued the following guidelines for entities that choose to exercise this authority and postpone their election to the November uniform election date.

### **Effect of Postponement of Election**

- **Candidate Filings:** By postponing their election date, the political subdivision is preserving all candidate filings and ballot order actions that have already been taken. The postponement does **not** have the effect of reopening candidate filings.
  - **Deadlines related to Candidate Filings, Declarations of Ineligibility, Withdrawals or Death:** The deadlines that apply to the November 3, 2020 election would apply to all candidates who are currently on the ballot for the May 2, 2020 election.
- **Ballot By Mail Requests:** All applications for a ballot by mail (ABBM) that were filed for the May 2, 2020 election that are marked annual would apply for the November 3, 2020 election. All single use ABBMs that were submitted for reasons of age or disability would still be valid for the November 3, 2020 election. If a single use ABBM was submitted and indicated the reason for voting by mail was due to absence from the county, this ABBM would not be valid as the applicable election date has changed. However, we would recommend that the political subdivision send a letter to these voters along with a new ABBM in case the circumstances

surrounding their absence from the county are still valid or the voter is otherwise eligible to vote by mail.

- **Ballots by Mail:** If a political subdivision has already sent out mail ballots, those mail ballots that are returned would still be valid for the November 3, 2020 postponed election date.
- **Election Records:** All records, including candidate filings, applications to vote by mail, ballot proofs, and printed ballots shall be retained and preserved.
  - **Printed Ballots:** If your ballots have already been printed up, you may be able to reuse them for November. However, if you must change your ballot to reflect any corrections or changes that occur between now and November, you would treat the original ballots as you would in a traditional ballot correction and those ballots should be destroyed in accordance with Section 52.0064 of the Texas Election Code.
- **Requirement to use County Election Precincts in November 2020:** Per Section 42.002 of the Texas Election Code, county election precincts are required for all elections occurring in November 2020. You will need to work with your county election officer to determine whether you need to make any modifications to your ballot in light of this requirement.
- **Requirement for County Election Officer to contract with Local Political Subdivisions:** All county election officers are required to contract with local political subdivisions that postponed their May 2, 2020 election and that request a contract for election services or a joint election agreement with their county election officer pursuant to the Governor's suspension of certain Texas Election Code provisions.
- **Office Hours:** The relevant dates for maintaining office hours for election purposes will be based on the November uniform election date rather than the May election date. Under Section 31.122 of the Texas Election Code, those office hours will need to be maintained for at least three hours each day, during regular office hours, on regular business days between September 14, 2020 and December 13, 2020. However, these entities should post contact information for individuals to contact their office about election-related issues during the timeframe that those offices may be closed over the coming months.
- **Holdovers in Public Office:** Under Art. XVI, Sec. 17 of the Texas Constitution, the individuals who currently hold public offices that are scheduled to be on the ballot on the May uniform election date will continue to exercise the duties of those offices until the new officers take their oaths of office, following the November uniform election date.
- **Campaign Finance Filings:** Please contact the Texas Ethics Commission for further guidance on how these modified timelines will affect any campaign finance reporting requirements. Their office can be reached at (512) 463-5800.
- **Candidates on the ballot in both May and November:** For candidates that may be running for two offices (one normally occurring in May and one normally occurring in November), these candidates will not be removed from the ballot as they are separate elections that are normally not occurring on the same date.

### **Required Action by Governing Body to Move Election Date**

In order to utilize this move, the governing body of the political subdivisions holding the elections must **order** the postponement of their election to the November 3, 2020 uniform election date. The order for this official action should contain the following items:

1. A reference to the proclamation that authorizes the entity to postpone their election date, and the fact that the political subdivision is exercising this authority.
2. Confirmation that the candidate filings for the election will remain valid for the election held on the November date and that the filing period will not be re-opened for the November election date.
3. Confirmation that all ABBMs for voters that are voting by mail due to being over the age of 65 or due to disability will still be valid for the postponed election, and that ABBMs for voters who submitted ABBMs based on expected absence from the county would not be valid for the postponed election.
4. The major relevant dates for the November election, including the voter registration deadline (October 5, 2020), the deadline to submit an ABBM (October 23, 2020), and the dates for early voting (October 19, 2020 – October 30, 2020).

### **Necessary Revisions to Order of Election**

In addition, the entity will need to meet by August 17, 2020 to make any necessary revisions to the entity's original order of election. Those revisions may include:

1. The change to the date of the election;
2. Any change in location of the main early voting location;
3. Any changes to early voting dates and hours, including weekend early voting;
4. Any changes to the identity of the early voting clerk and their contact information; or
5. Any changes to branch early voting locations.

If you are holding a bond election, you may need to make additional revisions to your order of election for that bond election. If this is the case, we recommend reaching out to your bond counsel for additional guidance.

### **Securing Election Records**

All election records should be stored and secured during the postponement period. This may require your entity to use preservation methods that are similar to the methods you would use during the preservation period after the election has occurred. This includes:

- Storing returned ballots by mail in locked, sealed ballot boxes.
- Securely storing any unused ballots.
- Securely retaining any relevant election records, including candidate applications and ABBMs.

### **Voting System Equipment**

If you are leasing voting system equipment from the county or directly from the vendor, then you may need to contact your vendor or your county regarding any necessary modifications to those lease agreements or to modify your procedures and timelines for receiving that equipment.

### **Open Meeting Requirements**

The Governor has suspended and modified certain open meeting requirements pursuant to his disaster declaration. These changes include allowing the entity to establish procedures for telephonic or videoconferenced meetings of governmental bodies that are accessible to the public.

These procedures must include a process for members of the public to participate and address the governmental body in those meetings, notice to the public on the means of participating remotely, and access to the public for recordings of those meetings.

For more information, please review the applicable [documentation](#) from the Governor's Office or contact the Office of the Attorney General.

### **Update Official Websites and Notify Media**

Any entities that are exercising this authority to postpone their election date must post notice on the entity's website and should alert any local media organizations regarding this change to their election date.

The entity must also provide notice to their county election officer regarding this change, as the county is required to post the entity's notice of election on the county's website no later than the 60th day before the date of the election under Election Code 4.008. If that election date will be changing due to the entity's decision to postpone the election then the entity must provide a revised notice to the county for posting on the county's website.

If you have any questions regarding this advisory, please contact the Elections Division at 1-800-252-2216.

KI:CA:CP





**COVID-19 - As recommended precautions continue to increase for COVID-19, the James E. Rudder Building will be closed X to visitors and customers beginning Wednesday, March 18, 2020. The Office of the Secretary of State is committed to continuing to provide services to ensure business and public filings remain available 24/7 through our online business service, [SOSDirect](#) or use the new [SOSUpload](#). Thank you in advance for your patience during this difficult time. [Information on Testing Sites is now available.](#)**

Note - Navigational menus along with other non-content related elements have been removed for your convenience. Thank you for visiting us online.

## Election Advisory No. 2020-17

### November 3, 2020 Election Law Calendar

The uniform election date in November of even-numbered years, by statute, is the **general election date for federal, state, and county officers**. Additionally, many local political subdivisions have their regular **general election for members of their governing bodies** in November of even-numbered years, or they may order **special elections** for this date to vote on propositions or to fill vacancies. Therefore, this calendar is required to meet the needs of many different governmental bodies. If there are questions about the applicability of something in this calendar to your specific election, do not hesitate to call the Elections Division of the Office of the Texas Secretary of State at 1-800-252-VOTE (8683).

NOTE: Updates to the calendar will be made to the web version of this calendar. The web version is located on the Secretary of State's website on the applicable [Conducting Elections](#) page.

MAY 2020						
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JUNE 2020						
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NOVEMBER 2020						
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## Notes

1. [Postponed Elections](#)
2. [Campaign Information](#)
3. [Statutory and Administrative Code References](#)
4. [Web Posting](#)
5. [Required Use of County Polling Places](#)
6. [Notice of Candidate Filing Periods](#)
7. [Joint Election Requirement for School Districts](#)
8. [Joint Elections Generally](#)
9. [Notice of Elections](#)
10. [Extended Early Voting Hours and Branch Locations](#)
11. [Temporary Branch Locations](#)
12. [Notice of Previous Polling Place](#)
13. [Note on Notice of Change of Polling Place Location](#)
14. [Testing Tabulating Equipment](#)
15. [Accepting Voters with Certain Disabilities](#)
16. [Note on law regarding faxed or emailed ABBMs and faxed FPCAs](#)

### 1. Note on Postponed Elections

On March 18, 2020, pursuant to Section 418.016 of the Texas Government Code, the Governor issued a [proclamation \(PDF\)](#) suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date.

**NOTE on Candidate Filings:** By postponing their election date, the political subdivision is preserving all candidate filings and ballot order actions that have already been taken. The postponement does not have the effect of reopening candidate filings.

**NOTE on Deadlines related to Declarations of Ineligibility, Withdrawals or Death:** The deadlines that apply to the November 3, 2020 election would apply to all candidates who are currently on the ballot for the May 2, 2020 election.

**NOTE on Requirement for County Election Officer to contract with Local Political Subdivisions:** All county election officers are required to contract with local political subdivisions that postponed their May 2, 2020 election and that request a contract for election services or a joint election agreement with their county election officer pursuant to the Governor's March 18, 2020 proclamation suspending certain Texas Election Code provisions.

### 2. Note on Campaign Information

Under Title 15 of the Texas Election Code, candidates running for an office must file campaign contribution and expenditure reports. For further information and all questions about such disclosure filings, campaign finance, and political advertising, please contact the [Texas Ethics Commission](#) at 201 E. 14th, 10th Floor, Austin, Texas 78701; or call 512-463-5800.

### 3. Note on Statutory and Administrative Code References

Unless otherwise indicated, all references are to the Texas Election Code. The county election officer is the county clerk, the county elections administrator, or the county tax assessor-collector, depending on the actions of the county commissioners court. (Secs. 31.031; 31.071; 31.091). The county voter registrar is the county clerk, the county elections administrator, or the county tax assessor collector, depending on the actions of the county commissioners court. (Secs. 12.001; 12.031; 31.031; 31.071).

### 4. Notice of Web Posting

Please see our Web Posting Advisory, [Election Advisory No. 2019-19](#) for more details on web posting requirements; however, the requirements are summarized below.

As of January 1, 2020, each county *shall maintain* a website. (Sec. 26.16(a), as amended by S.B. 2, 86th Regular Session, 2019).

All political subdivisions with the authority to tax that maintain a website any time after January 1, 2019, must post the following items on the entity's internet website:

1. The political subdivision's contact information, including a mailing address, telephone number, and e-mail address;
2. Each elected officer of the political subdivision;
3. The date and location of the next election for officers of the political subdivision;
4. The requirements and deadline for filing for candidacy of each elected office of the political subdivision which shall be continuously posted or at least one year before the Election Day for the office;
5. Each notice of a meeting of the political subdivision's governing body under Subchapter C, Chapter 551 of the Government Code; and
6. Each record of a meeting of the political subdivision's governing body under Section 551.021 of the Government Code. (H.B. 305, 86th Regular Session, 2019)

Our office recommends consulting with your political subdivision's local counsel regarding the particular posting requirements under Subdivisions (5) and (6) referenced above. Please note, the requirements for posting notice of meetings and record of meetings of the political subdivision's governing body do not apply to:

1. A county with a population of less than 10,000;
2. A municipality with a population of less than 5,000 located in a county with a population of less than 25,000; or
3. A school district with a population of less than 5,000 in the district's boundaries and located in a county with a population of less than 25,000.

During the 21 days before the election, a debt obligation order under Section 3.009 must be posted on the political subdivision's Internet website, prominently and together with the notice of the election, a copy of the sample ballot, and the contents of the proposition, if the political subdivision maintains an Internet website (NEW LAW HB 440, 2019). See Note 9 for more information on notice requirements.

### 5. Note on Required Use of County Polling Places

**Political subdivisions holding an election on the November uniform election date MUST use county election precincts and the county polling places on Election Day.** This is the case even when the county has adopted the **countywide polling place system**; in that case the entity **must** have a presence in every countywide location in the county, not just the locations physically within the territory of the political subdivision. (Secs. 42.002; 43.004; 43.007(e)).

**NOTE:** As this election is being held on the date of the general election for state and county officers, **no consolidation of county election precincts may occur.** (Secs. 42.002(b); 42.008; 42.009).

In an election held by a political subdivision other than a county on the November uniform election date, and in which the political subdivision is not holding a joint election with a county or has not executed a contract with a county elections officer under which the political subdivision and the county share early voting polling places for the election, the political subdivision must designate as one of its own early voting sites one of the early voting sites established by the county (other than a movable site established under Section 85.062(e)) that is located in the political subdivision. If such a shared polling place is designated as the main early

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voting polling place by the political subdivision, it must be open for voting for all political subdivisions the polling place serves for at least the days and hours required of a main early voting polling place for the political subdivision making the designation. (Secs. 85.010; 85.002; 85.062(e)).

If such a shared polling place is designated as the main early voting polling place by the political subdivision, it must be open for voting for all political subdivisions the polling place serves for at least the days and hours required of a main early voting polling place for the political subdivision making the designation. (Secs. 85.010; 85.002; 85.062(e)).

**NOTE – NEW LAW:** HB 3965 (2019) states that when a county is using the countywide polling place program and a court order requires any of the polling locations to remain open past 7 p.m., then ALL countywide polling place locations MUST remain open for the same amount of time, as required by the court order. (Sec 43.007)

**NOTE – NEW LAW:** HB 1048 (2019) now requires a political subdivision who is (1) not contracting with the county and (2) not holding a joint election with a county, to use the eligible county polling places established by the county. A political subdivision may only designate a different location as an early voting polling place if the entity has already designated each eligible county polling place located in the entity's territory as an early voting polling place.

## 6. Note on Notice of Candidate Filing Periods

The authority with whom an application for a place on the ballot is filed must post a [Notice of Deadline to File Applications for Place on the Ballot \(PDF\)](#), listing the filing period dates in a building in which the authority maintains an office. The notice must be posted not later than the 30th day **before** the first day to file. (Sec. 141.040). If you order a special election to fill a vacancy, the order must include the filing deadline; we recommend posting the notice of the filing period as soon as practicable after a special election is ordered. Note that an application for a place on the ballot for a special election may not be filed before the election is ordered.

## 7. Note on Joint Election Requirement for School Districts

The joint election requirement for school trustee elections under Section 11.0581 of the Education Code is met by complying with the requirement of using county election precincts on Election Day per Section 42.002 of the Election Code.

## 8. Note on Joint Elections Generally

Many entities will have joint elections for the November 3, 2020 election. Note that the entries in this calendar are generally written in terms of elections held individually rather than jointly. For example, cities are advised about conducting two 12-hour days for early voting. However, we have long advised different entities who conduct early voting together to coordinate their early voting hours, which may result in entities other than cities also holding early voting on two 12-hour days. On the other hand, depending on the plan, different entities may choose to do different things separately, i.e., not holding early voting together. Not all joint election plans are alike. With a few exceptions, we do not discuss the impact of coordinating rules for a joint election, as we think this would make the calendar longer and confusing. We encourage joint election partners to read through the entire calendar, taking note of the rules affecting the partner entities and to address the differences within the agreement itself. If you have questions about how different rules apply to a particular joint election plan, please contact our office by phone or email.

## 9. Note on Notice of Elections

Political subdivisions other than cities and school districts may have specific statutory notice requirements. In the absence of specific statutory requirements, such political subdivisions must post a notice on or before the 21st day before the election. (Sec. 4.003(b)). For the Tuesday, November 3, 2020 election, this notice must be posted on or before Tuesday, October 13, 2020. In addition, the general rule is that notice must be given by:

- A. posting the notice in each election precinct in which the election is to be held on or before the 21st day before the election, Tuesday, October 13, 2020. (Sec. 4.003(a)(2)).
- B. publishing the notice at least once between the 30th day and the 10th\* day before the election, Sunday, October 4, 2020 – Saturday, October 24, 2020. (Sec. 4.003(a)(1)).
- C. mailing a copy of the notice to each registered voter of the territory covered by the election, not later than the 10th day before Election Day, Saturday, October 24, 2020. (Sec. 4.003(a)(3)).

\* Since the 10th day before Election Day falls on a Saturday, the deadline is extended to the next regular business day, which is Monday, October 26, 2020.

**This notice must include:**

1. The type and date of the election;
2. The location of each polling place, **including the street address, room number, and building name;**
3. The hours the polls will be open;
4. The location of the main early voting polling place, **including the street address, room number, and building name;**
5. The regular dates and hours for early voting by personal appearance;
6. The dates and hours of any Saturday or Sunday early voting, if any; and
7. The early voting clerk's mailing address.

**NOTE – NEW LAW:** HB 1241 (2019) now requires that ANY notice of polling locations must include more detailed information regarding the polling locations including: the polling location's street address, any applicable suite or room number, and any applicable building name.

**Note regarding branch early voting locations:** The branch early voting locations are no longer a required part of your notice under the Texas Election Code. (Sec. 4.004).

The following forms may be used:

- [Notice of General Election for Counties \(PDF\)](#)
- [Notice of General Election for Cities \(PDF\)](#)
- [Notice of General Election for Other Political Subdivisions \(Including Schools\) \(PDF\)](#)
- [Notice of Special Election for Counties \(PDF\)](#)

**Notice of Nearest Polling Places in Countywide Election: NEW LAW** – HB 3965 (2019) now requires that EACH countywide polling place must post a notice, at that location, of the four nearest locations, by driving distance. [Notice of Four Nearest Countywide Polling Place Locations \(PDF\)](#)

**All Political Subdivisions:** The election notice shall be posted on the political subdivision's website, if the political subdivision maintains a website. For political subdivisions other than counties or cities, the original order and notice should include all days and hours for early voting by personal appearance, including voting on ANY Saturday or Sunday. (Secs. 85.006; 85.007). Note for cities and counties, the election notice must be subsequently amended to include voting ordered for ANY Saturday or Sunday and must be posted on the political subdivision's website, if maintained.

**Notice for Bond Elections:** Entities holding bond elections must provide additional notice per Section 4.003(f). A debt obligation order under Section 3.009 must be posted:

1. On Election Day and during early voting by personal appearance, in a prominent location at each polling place;
2. Not later than the 21st day before the election, in three public places in the boundaries of the political subdivision holding the election; and
3. During the 21 days before the election, on the political subdivision's Internet website, prominently and together with the notice of the election, a copy of the sample ballot, and the contents of the proposition, if the political subdivision maintains an Internet website. **(NEW LAW HB 440 2019).**

**Note for Counties for the General Election for State and County Officers:** Counties are required to publish their notice in a newspaper in accordance with Section 4.003(a)(1). Counties must also post a copy of the notice on the governmental bulletin board used for posting notice of public meetings no later than the 21st day before Election Day, Tuesday, October 13, 2020. (Sec. 4.003(b)).

**Note for Cities and School Districts:** Cities and school districts are required to publish their notice in a newspaper in accordance with Section 4.003(a)(1)(See B, above) and may also give any additional notice. (Sec. 4.003(c)). Counties, school

districts, and cities must also post a copy of the notice on the governmental bulletin board used for posting notice of public meetings no later than the 21st day before Election Day, Tuesday, October 13, 2020. (Sec. 4.003(b)).

**Note for Home-Rule Charter Cities:** Home-rule cities MUST also give notice as provided in their charters.

**Note for Cities:** Cities must choose **two weekdays** to be open for 12 hours during the regular early voting period. The city council must choose the two weekdays and the hours the site will be open, and include that information in the notice. (Sec. 85.005(d)).

**Notice for Political Subdivisions, Except Counties, School Districts, and Cities:** Political subdivisions other than counties, school districts, and cities may have specific statutory election notice requirements either in their enabling acts or in the Code governing them (such as the Water Code). In the absence of specific statutory requirements, such political subdivisions must post a copy of the notice on the bulletin board used for posting notices of the meetings of the governing body of the political subdivision on or before the 21st day before Election Day, Tuesday, October 13, 2020. (Sec. 4.003(b)).

**Note for All Political Subdivisions, Except Counties:** The governing body of a political subdivision must deliver notice of the election to the county election officer and voter registrar of each county in which the political subdivision is located not later than the 60th day before Election Day, Friday, September 4, 2020. (Sec. 4.008). In the case of the governing body of a school district ordering a tax rollback election, notice of such election must be delivered to the county election officer of each county in which the school district is located not later than the 30th day before Election Day, Monday, October 5, 2020. (Secs. 1.006, 4.008(b)).

## 10. Note on Extended Early Voting Hours and Branch Locations

**Note for Counties with Population of 100,000 or more:** Early voting in the general election for state and county officers must be conducted at the main early voting location: (1) for at least 12 hours on each weekday of the last week of the early voting period, (2) for at least 12 hours on the last Saturday of the early voting period, **AND** (3) for at least 5 hours on the last Sunday of the early voting period. (Secs. 85.005(c); 85.006(e)).

**Note for Counties with Population of less than 100,000:** Early voting in the general election for state and county officers must be conducted at the main early voting location on the weekdays of the early voting period and during the hours that the county clerk's main office's business office is regularly open for business. (Sec. 85.005(a)). However, upon receipt of a [written request \(PDF\)](#) by at least 15 registered voters of the county for extended hours to the early voting clerk, early voting in a general election for state and county officers must be conducted at the main early voting location for at least 12 hours on each weekday of the last week of the early voting period. (Sec. 85.005(c)). The written request must be submitted in time to enable compliance with Section 85.067. (Secs. 85.005(c); 85.067(c)).

**Saturdays and Sundays for Counties with Population of less than 100,000:** Counties with a population under 100,000 are not required to conduct early voting on Saturday or Sunday in the general election for state and county officers. However, the county election officer may [order \(PDF\)](#) early voting on a Saturday or Sunday, and determine the hours for such Saturday or Sunday early voting. This must be done by written order. (Secs. 85.006(b); 85.006(c)). [Notice of Saturday or Sunday early voting \(PDF\)](#) must be posted continuously for at least 72 hours immediately preceding the first hour that voting will be conducted. (Sec. 85.007(c)). The notice shall be posted on the bulletin board used for posting notice of meetings of the commissioners court, as well as on the political subdivision's website, if maintained. (Secs. 85.007(c); 85.007(d)).

Also, for counties with a population under 100,000, if the early voting clerk receives a [written request \(PDF\)](#) by at least 15 registered voters of the county, early voting in a general election for state and county officers must be conducted at the main early voting location for (1) at least 12 hours on the last Saturday of the early voting period, and (2) at least 5 hours on the last Sunday of the early voting period. (Sec. 85.006(e)). The request for Saturday and Sunday hours must be received in time for the early voting clerk to comply with the 72-hour posting requirement before the start of early voting. (Secs. 85.006(e); 85.007(c)).

## Note about branch early voting in the November General Election for state and county officers:

The commissioners court:

1. in a county with a population of 400,000 or more, **must** establish one or more temporary polling places, other than the main early voting polling place, in each state representative district containing territory covered by the election.



2. in a county with a population of 120,000 or more but less than 400,000, **must** establish one or more temporary polling places, other than the main early voting polling place, in each commissioners precinct containing territory covered by the election.
3. in a county with a population of 100,000 or more but less than 120,000, **must** establish one or more early voting polling places in each commissioners court precinct for which the commissioners court receives a **timely filed written request signed by at least 15 registered voters of that precinct**

**Note:** The temporary polling place(s) must remain open for each weekday of the early voting period that the main early voting polling place will be open. The temporary branch polling place(s) must be open at least eight hours each day, unless the city or county is not serving as the early voting clerk and the territory holding the election has less than 1,000 registered voters, in which case the temporary branch polling places must be open for at least three hours each day. (Secs. 85.062; 85.064). (Tex. Sec'y of State Election [Advisory No. 2019-20](#)).

**Note:** In a countywide election, the total number of permanent branch polling places and temporary branch polling places open for voting at the same time in a commissioners precinct may not exceed twice the number of permanent branch and temporary branch polling places open at that time in another commissioners precinct. (Sec. 85.062(f)).

**Note for All Political Subdivisions, Except Counties & Cities:** Voting on **ANY** Saturday or Sunday **must** be included in the order and notice of election. The order and notice must include the dates and hours of Saturday or Sunday voting. (Secs. 85.006; 85.007). The election notice must be posted on the political subdivision's website, if the political subdivision maintains a website. (Sec. 85.007). The political subdivision **must** have early voting on Saturday or Sunday, *if a [written request \(PDF\)](#) is received from at least 15 registered voters of the political subdivision in time to comply with the posting requirement.* (Sec. 85.006(d)). **The request must be submitted in time to be included in the order and notice of election.** (Secs. 85.006; 85.007).

**Note for Cities:** Cities must choose **two weekdays** for the main early voting polling place to be open for 12 hours during the regular early voting period. The city council must choose the two weekdays. (Sec. 85.005(d)).

The city secretary may also [order \(PDF\)](#) early voting on a Saturday or Sunday, and determine the hours for such Saturday or Sunday early voting. This must be done by written order. (Secs. 85.006(b); 85.006(c)). [Notice of Saturday or Sunday early voting \(PDF\)](#) must be posted continuously for at least 72 hours immediately preceding the first hour that voting will be conducted. (Sec. 85.007(c)). The notice shall be posted on the bulletin board used for posting notice of meetings of the city's governing body if the early voting clerk is the city secretary, as well as on the political subdivision's website, if maintained. (Secs. 85.007(c); 85.007(d)). The city secretary **must** have early voting on Saturday or Sunday, *if a [written request \(PDF\)](#) is received from at least 15 registered voters of the city.* The written request for Saturday and Sunday hours **must** be received in time for the early voting clerk to comply with the 72-hour notice posting requirement before the start of early voting. (Secs. 85.006(d); 85.007(c)).

## 11. Note on Temporary Branch Locations

**NEW LAW** - HB 1888 (2019), amends Chapter 85 of the Election Code to modify the requirements for temporary branch polling places. (Tex. Sec'y of State Election [Advisory No. 2019-20](#)).

Early voting at any temporary branch polling location **MUST** be conducted on the same days as the main early voting location and **MUST** remain open for eight hours each day it is open. (Sec 85.005 and 85.064).

**NOTE for political subdivisions other than cities or counties** - For political subdivisions with fewer than 1,000 registered voters, who did not contract with the city or county to act as their early voting clerk, the temporary branch locations must be open for at least three hours each day. (Sec 85.005 and 85.064) For most political subdivisions, this will require your temporary branch locations to be open on every weekday of the early voting period and for at least eight hours on each of those days.

**NOTE:** HB 1888 also repeals Section 85.064(a) and (c) and Section 85.065. Those statutes provided different rules for populous counties (population over 100,000) as opposed to less populous counties (population under 100,000). Those distinctions have been removed. **The rules for temporary branch locations are now the same for populous and less populous counties under the current version of the law.**

## 12. Note on Notice of Previous Polling Place:

If a different polling place is being used from the previous election held by the same authority, a [Notice of Previous Precinct \(PDE\)](#) must be posted at the entrance of the previous polling place informing voters of the current polling place location, if possible. (Sec. 43.062).

### 13. Note on Notice of Change of Polling Place Location:

For elections ordered by the **Governor or county judge only**, if the location of the polling place changes after notice has been given under Section 4.003 of the Texas Election Code, and the county election officer maintains a website to inform voters about elections, the notice of the change must be posted on the website. The notice on the website must be posted not later than the earlier of 24 hours after the location was changed or 72 hours before the polls open on Election Day. (Sec. 43.061). If the county election officer is conducting a legislative vacancy election, the candidates listed on the ballot are entitled to receive notice directly from the county judge. **As a reminder, notice should also be provided to the Secretary of State regarding any changes made to the location of polling places.**

### 14. Note on Testing Tabulating and Electronic Voting Equipment

#### Ballot Testing:

Once all candidate filing deadlines have passed, we recommend that you proof and test your ballot programming as soon as possible. Early testing will allow adequate time to locate any errors and make any necessary corrections in ballot programming. We also strongly suggest that you have candidates proof their names and offices before finalizing the ballot to avoid the necessity for last minute ballot corrections.

#### Logic and Accuracy Test:

We recommend establishing a date to perform the test of your electronic voting equipment (L&A, or Logic and Accuracy Test) as soon as possible. We recommend that this test be performed on a date that allows time to correct programming and retest, if necessary. A [notice \(PDF\)](#) of this test must be published by the custodian of the electronic voting equipment at least 48 hours before the date of the test. (Sec. 129.023; Tex. Sec'y of State Election [Advisory No. 2019-23](#)). The L&A test must be conducted not later than 48 hours before voting begins on a voting system. (Sec. 129.023).

#### Testing Tabulating Equipment:

The automatic tabulating equipment used for counting ballots at a central counting station must be tested three times for each election. (Ch. 127, Subch. D). We recommend you test the equipment as soon as possible; early testing will allow adequate time to locate any errors and make any necessary corrections in programming. However, the first test **must be conducted at least 48 hours before** the automatic tabulating equipment is used to count ballots voted in the election. The second test shall be conducted immediately before the counting of ballots with the equipment begins. The third test must be conducted immediately after the counting of ballots with the equipment is completed. Please note that the custodian of the automatic tabulating equipment must publish [notice \(PDF\)](#) of the date, hour, and place of the first test in a newspaper at least 48 hours before the date of the test. (Sec. 127.096). The electronic files created from the L&A testing are what must be used for testing the tabulating equipment. (Tex. Sec'y of State Election [Advisory No. 2019-23](#)).

Precinct tabulators must also be tested in accordance with the procedures set forth in Chapter 127, Subchapter D of the Texas Election Code to the extent those procedures can be made applicable. (Sec. 127.152; Tex. Sec'y of State Election [Advisory No. 2019-23](#)).

Our recommendation is that both L&A testing and testing of the automatic tabulating equipment take place prior to ballots by mail being sent out. However, should there be a reason to delay testing, please be advised that L&A testing must be conducted at least 48 hours before voting begins on a voting system. This means that L&A testing should be completed before early voting and possibly, before Election Day, if your Election Day system is different than your early voting system. Additionally, the automatic tabulating equipment may not be used to count ballots voted in the election until a test is successful.

For more information on testing tabulating equipment used at the central counting station, please see Chapter 127, Subchapter D of the Election Code and [Tex. Sec'y of State Election Advisory No. 2019-23](#). See Chapter 129, Subchapter B of the Election



Code and [Tex. Sec'y of State Election Advisory No. 2019-23](#) for other types of testing such as functionality tests, logic and accuracy tests, tests for central accumulators, etc. Please see [Tex. Sec'y of State Election Advisory No. 2019-23](#) for additional information regarding voting system equipment access, security and preservation, and chain of custody.

## 15. Note on Accepting Voters with Certain Disabilities

### **All Political Subdivisions: Accepting voters with certain disabilities:**

An election officer may accept a person with a mobility problem that substantially impairs a person's ability to ambulate who is offering to vote before accepting others offering to vote at the polling place who arrived **before** the person. "Mobility problem that substantially impairs a person's ability to ambulate" has the meaning assigned by Section 681.001, Transportation Code. A person assisting an individual with a mobility problem may also, at the individual's request, be given voting order priority. Notice of the priority given to persons with a mobility problem that substantially impairs a person's ability to ambulate **shall** be posted:

1. at one or more locations in each polling place where it can be read by persons waiting to vote;
2. on the website of the Secretary of State; **and**
3. on each website relating to elections maintained by a county.

The notice required **must** read as follows:

Pursuant to Section 63.0015, Election Code, an election officer may give voting order priority to individuals with a mobility problem that substantially impairs the person's ability to move around. A person assisting an individual with a mobility problem may also, at the individual's request, be given voting order priority. Disabilities and conditions that may qualify you for voting order priority include paralysis, lung disease, the use of portable oxygen, cardiac deficiency, severe limitation in the ability to walk due to arthritic, neurological, or orthopedic condition, wheelchair confinement, arthritis, foot disorder, the inability to walk 200 feet without stopping to rest, or use of a brace, cane, crutch, or other assistive device."

[Notice of Voting Order Priority \(PDF\)](#)

The **recommended** time to include this notice on a county website is when the Notice of Election is also posted on the website. Sec 85.007(d). See [Note](#) regarding Notice of Elections.

**Cities, Schools, and Other Political Subdivisions:** It is **strongly recommended** that the notice regarding accepting voters with certain disabilities also be posted on the subdivision's website, if one is maintained by the political subdivision.

## 16. Note on law regarding faxed or emailed ABBMs and faxed FPCAs

If an ABBM is faxed or emailed or if an FPCA is faxed, then the applicant must submit the ORIGINAL application BY MAIL to the early voting clerk so that the early voting clerk **receives the original no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA**. If the early voting clerk does not receive the original ABBM or FPCA by that deadline, then the emailed or faxed ABBM or faxed FPCA will be considered incomplete, and the early voting clerk may NOT send the applicant a ballot. The early voting clerk should retain a copy of the FPCA for their own records, but should send the FPCA submitted by the voter to the Voter Registrar for registration purposes.

If a voter faxes or emails the ABBM or faxes the FPCA, the date the early voting clerk receives the FAX or EMAIL is considered the date of submission. Essentially, the faxed or emailed form serves as a place-holder for the voter. Therefore, a voter whose application was faxed or emailed by the 11th day before Election Day (the deadline), and whose original application is received on or before the 4th business day after that date, would still be entitled to receive a ballot for the election (if otherwise eligible). The early voting clerk will have to hold the faxed or emailed ABBM or faxed FPCA until the clerk receives the original, and would only send the voter a ballot if the original is received by the 4th business day after the faxed or emailed ABBM or faxed FPCA was received. See [Tex. Sec'y of State Election Advisory No. 2018-02](#).

The requirement to mail the original application does not apply to an emailed FPCA, but does apply to a faxed FPCA.

## Calendar of Events

### May

**Thursday, May 7, 2020 (180th day before Election Day)**

First day to accept applications for state write-in ballots for the November 3, 2020 election. (Sec. 105.002).

**Tuesday, May 26, 2020 (75th day after minor party precinct conventions)**

Deadline for minor party chairs to submit petitions and precinct convention lists to Secretary of State and to the appropriate county clerk (or other county election official) for placement on the ballot. (Secs. 1.006; 181.005(a); 181.006(b)(3); 182.003; 182.004). The deadline is extended to the next regular business day which is Tuesday, May 26, 2020 due to the 75th day falling on Sunday, May 24, 2020 and Monday, May 25, 2020 is Memorial Day, a state legal holiday. (Sec. 1.006).

**June****Thursday, June 18, 2020 (30th day before Saturday, July 18, 2020, "first day to file")**

**Cities, Schools and Other Political Subdivisions:** [Deadline to post Notice of Deadline to File Applications for Place on the Ballot \(PDF\)](#) in a public place in a building in which the authority maintains an office. The notice must be posted not later than the 30th day before the first day to file. (Sec. 141.040; Sec. 49.113 Water Code).

**NOTE: Water Districts:** The notice must be posted at the district's administrative office or at the public place established by the district under Section 49.063 of the Water Code. (Sec. 49.113 Water Code).

**July****Saturday, July 18, 2020 (30th day before Monday, August 17, 2020, regular filing deadline for a place on the ballot)**

**Counties:** First day to file a [Declaration of Write-In Candidacy \(PDF\)](#) and accompanying filing fee or nominating [petition \(PDF\)](#) in lieu of filing fee with the county judge or Secretary of State, as applicable, for the November General Election for state and county officers. (Secs. 146.023; 146.0231; 146.0232; 146.025(a); 172.024; 172.025). See [Write-In Candidates Guide](#).

**Political Subdivisions Other Than Counties:** First day to file an application for a place on the ballot or a declaration of write-in candidacy. (Secs. 143.007(a); 144.005(a); 146.054 Election Code; Secs. 11.055; 11.056; 130.082(g); 130.0825 Educ. Code). See [Candidacy Filing outline](#) for more details. The following forms are available on the Secretary of State's website:

- [Application for Place on City/School/Other Political Subdivision Ballot \(PDF\)](#)
- If your home rule city or special law district allows for a petition, the following petition may be used: [Petition for Place on the City General Election Ballot \(PDF\)](#)
- [Declaration of Write-In Candidacy for City, School, or other Political Subdivisions \(PDF\)](#)

**NOTE:** We are often asked how filing can begin if you have not yet ordered the general election. You do not need to order your **general** (regularly occurring) election in order for the filing period to begin.

**NOTE: Cities, Schools, and Other Political Subdivisions:** At least part of the candidate filing period will occur during the summer break for school districts. Additionally, there are political subdivisions that do not have office hours on all days of the business week (Monday through Friday) or do not have an office that is open for eight hours each day of the business week. The Elections Division recommends that political subdivisions take steps to have someone available for a few hours most days during the candidate filing period to accept filings, and that political subdivisions post a schedule on their websites and on the bulletin boards where notices of meetings are posted of the days and times when someone will be available to accept filings. The Elections Division also strongly recommends having someone available at the place of business on the filing deadline, especially from 2:00 p.m. to 5:00 p.m., if you are otherwise closed. This guideline is based on the office-hour rule under Section 31.122 of the Election Code. Although a political subdivision may accept applications by mail and fax, without a person there at the office, the political subdivision will not be able to determine which applications were timely filed by 5:00 p.m.

**Tuesday, July 31, 2020 (last day "before August")**

Recommended date that county election officials and local political subdivisions meet to discuss conducting elections at the same polling locations pursuant to Sections 42.002 & 42.0621, as well as any applicable joint election issues needed to be agreed upon. **NOTE: This is not a deadline; just a recommendation.**

**NOTE:** As mentioned in Election [Advisory 2020-12](#), all county election officers are required to contract with local political subdivisions that postponed their May 2, 2020 election and that request a contract for election services or a joint election agreement with their county election officer pursuant to the Governor's suspension of certain Texas Election Code provisions.

## August

### Monday, August 3, 2020 (20th day after Runoff Primary Election Day)

First day of new term for political party county and precinct chairs elected in the July 14, 2020 Primary Runoff Election. (Sec. 171.022(c)).

### Monday, August 3, 2020 – Sunday, October 4, 2020

Recommended timeframe for the county election board in **all counties regardless of population** to appoint the members to the early voting ballot board for the November General Election for state and county officers. (Sec. 87.002(c), (d)). Section 87.002(c) of the Election Code does not provide a deadline for the county election board to make such appointments. **NOTE: This is not a deadline; just a recommendation. October 1 is the recommended deadline because of various notice requirements.**

Recommended date that commissioners court in **all counties regardless of population** to appoint central counting station manager, tabulation supervisor, and assistants to the tabulation supervisor if it has established a central counting station. (Secs. 127.001; 127.002; 127.003; 127.004). **NOTE: This is not a deadline; just a recommendation.**

### Wednesday, August 5, 2020 (90th day before Election Day)

Last day for eligible political subdivisions to submit [Notice of Exemption Under Section 61.013 \(PDF\)](#) or an [Application of Undue Burden Status \(PDF\)](#) to the Secretary of State for exemption from the accessible voting system requirement. (Sec. 61.013). For additional information, consult the most current advisory on this topic, [Voting Accessibility Issues](#).

### Friday, August 7, 2020 (88th day before Election Day)

**For all counties regardless of population**, deadline for party chairs to submit to county commissioners court a list of eligible persons for precinct presiding election and alternate presiding judges for appointments, as well as for presiding and alternate presiding judges of central counting station for appointments for the November General Election for state and county officers. (Secs. 32.002(a)(1), (c); 32.002(a)(2), (c); 127.005(e)).

Deadline for party chairs to submit to county election officer the list of eligible persons to serve as election officers for the main and any branch early voting location for the November General Election for state and county officers. (Sec. 85.009).

Recommended date that party chairs, **in all counties regardless of population**, submit to the county election board a list of names of eligible persons to serve on the early voting ballot board for the November General Election for state and county officers. (Sec. 87.002(c), (d)). **NOTE: This is not a deadline; just a recommendation.**

**NOTE: The SOS adjusted this date in accordance with Sec. 41.006 so newly elected party chairs can exercise their authority to submit a list of eligible persons for the November General Election for state and county officers.** Section 41.006 provides that if an election under this subchapter (A) is held on a date other than a date prescribed by other law, deadlines and the performance of any official act relating to the election shall be adjusted to allow the same interval of time in relation to the date of the election as would be provided by application of the other law. Because the new term begins August 3, 2020, SOS moved the list deadline (for all counties regardless of population) to Friday, August 7, 2020.

**NOTE:** A signature verification committee may be appointed at a later date. (Sec. 87.027).

**Thursday, August 13, 2020 (30th day after Runoff Primary Election Day)**

**Counties: 5:00 p.m.** — Filing deadline for independent candidate's [application for place on ballot \(PDF\)](#) and [petition \(PDF\)](#) for the November General Election for state and county officers. (Sec. 142.006). See [Independent Candidates Guide](#)

**Friday, August 14, 2020 (81st day before Election Day, day before 2nd day before filing deadline)**

**Political Subdivisions Other Than Counties:** If a candidate dies on or before this date, his or her name is not placed on the ballot, if the filing deadline is Monday, August 17, 2020. (Sec. 145.094(a)(1)).

**NOTE – NEW LAW:** Section 145.098, as amended by House Bill 1067 (2019), states if a candidate dies on or before the deadline for filing an application for a place on the ballot, the authority responsible for preparing the ballots MAY choose to omit the candidate. If the authority does choose to omit the candidate, the deadline for filing an application for a place on the ballot, is extended to the fifth day after the filing deadline, August 24, 2020. This extended deadline only applies to the regular filing deadline. It does NOT apply to the write-in deadline.

**NOTE:** Because the extended deadline for filing an application for a place on the ballot falls on a weekend (Saturday, August 22, 2020), it is extended to the next regular business day, Monday, August 24, 2020.

**Monday, August 17, 2020 (78th day before Election Day)**

**Cities, Schools, and Political Subdivisions that Postponed Their May 2, 2020 Elections:** Deadline to make necessary revisions to the Order of Election (Tex. Sec'y of State Election [Advisory 2020-12](#)). Those revisions may include:

1. The change to the date of the election;
2. Any change in location of the main early voting location;
3. Any changes to early voting dates and hours, including weekend early voting;
4. Any changes to the identity of the early voting clerk and their contact information; or
5. Any changes to branch early voting locations.

**Counties 5:00 p.m.** — Deadline to file as a write-in candidate for the November General Election for state and county officers. (Sec. 146.025(a)). A declaration of write-in candidacy filed by mail is considered to be filed at the time of its receipt by the appropriate authority. (Sec. 146.025(c)). See [Write-In Candidates Guide](#).

**Exception:** If a candidate whose name is to appear on the general election ballot dies or is declared ineligible after the third day before the date of the filing deadline above, a declaration of write-in candidacy for the office sought by the deceased or ineligible candidate may be filed not later than 5:00 p.m. of the 75th day before Election Day. (Sec. 146.025(b)).

**Political Subdivisions Other Than Counties: 5:00 p.m.** — Last day for a candidate in a political subdivision (other than a county) to file an application for a place on the ballot for general election for officers for most political subdivisions, except as otherwise provided by the Texas Election Code. (Secs. 143.007(c); 144.005(d); Sec. 11.055, Education Code; Chapter 286, Health & Safety Code). See [Candidacy Filing outline](#) for more details.

**NOTE:** A home-rule city's charter may **not** provide an alternate candidate filing deadline. (Secs. 143.005(a); 143.007).

**NOTE:** An application submitted by mail is considered to be filed at the time of its receipt by the appropriate filing authority. (Secs. 143.007(b); 144.005(b)).

**Political Subdivisions Other Than Counties (General Election):** Deadline for political subdivisions to order a general election to be held on Tuesday, November 3, 2020. (Sec. 3.005). One of the following forms may be used:

- [Order of Election for Municipalities \(PDF\)](#)
- [Order of Election for Other Political Subdivisions \(Including Schools\) \(PDF\)](#)

**Political Subdivisions Other Than Counties (Special Election):** Deadline to order a special election on a measure or a special election to fill a vacancy (if authorized to fill vacancies by special election) to be held on the date of the November General Election for state and county officers. An application may not be filed before the special election is ordered, and in addition to the information stated below, the order must state the filing deadline. (Secs. 201.051(b); 201.054(c), (d),(f)). The following form may be used:

- [Order of Special Election for Municipalities \(PDF\)](#).

**NOTE Cities, Schools, and Political Subdivisions that Postponed Their May 2, 2020 Elections:** If you ordered a special election to fill a vacancy for May 2, 2020, that special election filing period for a place on the ballot and as a write-in is closed, and does not re-open. See Tex. Sec'y of State [Election Advisory 2020-12](#). However, if you ordered a new special election to fill a vacancy for November 3, 2020 (after it was too late to order one for May 2, 2020), then the special election ordering and candidate filing deadlines for the November 3, 2020 election would apply in their entirety.

**Counties:** Deadline for counties to order a general election or a special election on a measure to be held on Tuesday, November 3, 2020. (Secs. 3.004; 3.005). The following forms may be used:

- [Order of Election for the November General Election \(for County & Precinct Officers\) \(PDF\)](#).
- [Order of Special Election for County-Ordered Measure Elections \(PDF\)](#)

**The order must include:**

1. The date of the election;
2. The offices or measures to be voted on;
3. The location of the main early voting polling place;
4. **(Recommended)** Branch early voting polling places (see [Note 10](#), above);
5. The dates and hours for early voting (recommended for counties and cities, but required for all other entities). (Cities must include the two designated weekdays for which early voting will be held for 12 hours);
6. The dates and hours of any Saturday and Sunday early voting (if applicable, it is recommended that this information be included in the order for counties and cities, but it must be included for all other entities); and
7. The early voting clerk's official mailing address.

In addition to the information included above, an order for a debt obligation (bond) election **must** include (Sec. 3.009):

1. the proposition language that will appear on the ballot;
2. the purpose for which the debt obligations are to be authorized;
3. the principal amount of the debt obligations to be authorized;
4. that taxes sufficient to pay the annual principal of and interest on the debt obligations may be imposed;
5. a statement of the estimated tax rate if the debt obligations are authorized or of the maximum interest rate of the debt obligations or any series of the debt obligations, based on the market conditions at the time of the election order;
6. the maximum maturity date of the debt obligations to be authorized or that the debt obligations may be issued to mature over a specified number of years not to exceed 40;
7. the aggregate amount of the outstanding principal of the political subdivision's debt obligations as of the beginning of the political subdivision's fiscal year in which the election is ordered;
8. the aggregate amount of the outstanding interest on debt obligations of the political subdivision as of the beginning of the political subdivision's fiscal year in which the election is ordered; and
9. the ad valorem debt service tax rate for the political subdivision at the time the election is ordered, expressed as an amount per \$100 valuation of taxable property.

**Recommended** date to order the lists of registered voters from the county voter registrar. The list should include both the voters' residences and mailing addresses in order to conduct early voting by mail. (Sec. 18.006). The political subdivision should confirm that the most recent maps or boundary changes have been provided to the voter registrar.

**Recommended** date to confirm telephone number for the county voter registrar's office on Election Day.

**Recommended** date to order election supplies, other than ballots. (Subchapter A, Chapter 51).



**Political Subdivisions Other Than Counties: Recommended** date to appoint **presiding and alternate judges**. Currently, the Election Code does not establish a deadline for appointing election officials; there is only a notification deadline. For further information concerning procedures for appointing judges and their alternates, see Sections 32.005, 32.008, and 32.011. General eligibility requirements are found in Subchapter C, Chapter 32. In addition to appointing a judge and alternate judge for each election precinct pursuant to Sections 32.001 and 32.005, the governing body must allow the judge to appoint no less than two clerks; however, the alternate judge must serve as one of the clerks as a matter of law. (Secs. 32.032; 32.033). The presiding judge then appoints an additional clerk(s), but not more than the maximum set by the governing body. (Sec. 32.033). Presiding judges and their alternates must be given a [Notice of Appointment \(PDF\)](#) not later than the 20th day after the appointment is made. (Sec. 32.009). If the appointment is for a single election, the notice may be combined with the [Writ of Election \(PDF\)](#), which is required to be delivered to each presiding judge not later than the 15th day before the election, Monday, October 19, 2020. (Secs. 4.007; 32.009(e)). If the notices are combined, both must be delivered by the date required by the earlier notice.

**NOTE:** If you are conducting a joint election with the county, please be advised that the Election Code places many requirements on the method of selecting people who must be appointed by the county to work in the November General Election for state and county officers. See Sections 32.002 and 32.034, Election Code.

**NOTE: Water Districts:** A water district is not required to provide a Notice of Appointment to a presiding judge, as required under Section 32.009, but must provide a [Writ of Election \(PDF\)](#). (Sec. 4.007; Sec. 49.110, Water Code).

**Recommended** date to appoint the **presiding judge of the early voting ballot board** or to designate the election workers of one election precinct to serve as the early voting ballot board. (Secs. 87.001; 87.002, and 87.004). There is no statutory notice requirement for members of the early voting ballot board, but good practice suggests that written notice be given to them.

**Recommended** date to appoint the **central counting station personnel** (manager, tabulation supervisor and assistants to the tabulation supervisor) if applicable. (Secs. 127.002; 127.003; 127.004; 127.005). There is no statutory notice requirement for members of the central counting station, but good practice suggests that written notice be given to them.

#### **Thursday, August 20, 2020 (75th day before Election Day, 4th day before recommended ballot drawing date) (Updated Entry)**

**For an election held by political subdivision other than a county or city**, the authority conducting the ballot position drawing shall mail written notice of the date, hour, and place of the drawing to candidates by this date **if** the drawing is to be conducted on Monday, August 24, 2020, as recommended. (Sec. 52.094(d)). If a candidate in a special election files on this date, they should be given a copy of the notice at the time they file.

**For an election held at county expense or a city election**, on receipt of a candidate's written request accompanied by a stamped, self-addressed envelope, the authority conducting the ballot position drawing shall mail written notice of the date, hour, and place of the drawing to the candidate. We recommend sending such notices by this date, **if** drawing is to be conducted on Monday, August 24, 2020, as recommended. (Sec. 52.094(d)).

**Political Subdivisions Other Than Counties: 6:00 p.m.** — Last day to file an application for a place on the ballot or a Declaration of Write-In Candidacy (PDF) in a special election to fill a vacancy to be held on the date of the November General Election for state and county officers. (Sec. 201.054(f), (g) as amended by House Bill 2323 (2017)). **NOTE:** For future reference, please note that this deadline is not the same for elections held on the May uniform election date or on the November uniform election date in an odd-numbered year.

**NOTE Cities, Schools, and Political Subdivisions that Postponed Their May 2, 2020 Elections:** If you ordered a special election to fill a vacancy for May 2, 2020, that special election filing period for a place on the ballot and as a write-in is closed, and does not re-open. See Tex. Sec'y of State [Election Advisory 2020-12](#). However, if you ordered a new special election to fill a vacancy for November 3, 2020 (after it was too late to order one for May 2, 2020), then the special election ordering and candidate filing deadlines for the November 3, 2020 election would apply in their entirety.

#### **Friday, August 21, 2020 (74th day before Election Day)**

**Counties:** Deadline for a party nominee or independent candidate in the November General Election for state and county officers to withdraw from the election. (Secs. 145.032; 145.062).

**Counties:** Last day on which death, declaration of ineligibility, or withdrawal of a party nominee or an independent candidate for the November General Election for state and county officers causes an omission of the candidate's name from the ballot. (Secs. 145.035; 145.039; 145.064; 145.065). For certain exceptions regarding deceased candidates, please see Section 145.064(b)).

**NOTE:** Withdrawal request submitted by mail must be **received** by appropriate authority by this date. (Sec. 145.001(c)). A withdrawal request must also be sworn, and candidates may use the [Certificate of Withdrawal \(PDF\)](#). (Sec. 145.001(b)).

If a vacancy occurs on or before this date in a state, district, or county office not regularly scheduled for election in 2020, due to **death, resignation, or removal** of the officeholder, the unexpired term of the office shall be placed on the November 3, 2020 election ballot. (Sec. 202.002(a)). An appointment to fill the vacancy continues until the next succeeding general election and until a successor has been elected and has qualified for the office. Also, depending on the effective date of the vacancy, the office may also be voted on in the next succeeding primary election. (Secs. 202.002(b); 202.004). See [Election Advisory No. 2019-17](#).

**Political Subdivisions Other Than Counties: 5:00 p.m.** — Deadline for write-in candidates to file [Declarations of Write-In Candidacy \(PDF\)](#) for regular officers for city, school district, library district, junior college district, hospital district, common school districts, Chapter 36 and 49 Water Code districts, and other political subdivision elections, unless otherwise provided by law. (Secs. 144.006(b); 146.054(b); 146.055, Election Code; Secs. 11.056; 11.304; 130.0825, Education Code; Secs. 326.0431; 326.0432, Local Government Code; Sec. 285.131, Health and Safety Code; and Secs. 36.059; 49.101; 63.0945, Water Code). See [Candidacy Filing outline](#) for more details.

**NOTE:** An application submitted by mail is considered to be filed at the time of its receipt by the appropriate filing authority. (Secs. 143.007(b); 144.005(b)).

**Political Subdivisions Other Than Counties:** If you plan on holding your ballot position drawing on Monday, August 24, 2020, then your [Notice of Drawing for Place on Ballot \(PDF\)](#) of such drawing should be posted today. The notice must be posted for 72 hours immediately preceding the time of the drawing. (Sec. 52.094(c)).

### **Monday, August 24, 2020 (71st day before Election)**

**Political Subdivisions Other Than Counties:** The Elections Division recommends that you hold your **ballot position drawing** no later than today to determine the order of candidates' names on the ballot (Sec. 52.094) and that you certify today to the county election officer the offices, propositions (in all necessary languages), and candidates' names (including the order) as they are to appear on the ballot, **if you are contracting** to have the county conduct your election or if you are conducting a joint election with the county.

**NOTE:** After the ballot drawing has occurred, the Elections Division recommends that you proof and test your ballot programming as soon as possible and **prior to the deadline to mail a ballot** if the political subdivision will be using automatic tabulating equipment to count the mail ballots or if your mail ballots are printed from the same database used to program your precinct scanners and/or DREs (See [Note 14](#) prior to Calendar of Events). **The Elections Division also recommends that you provide candidates with copies of ballot proofs so that candidates may verify the correctness of their names, positions sought, and order of names on the ballot.**

**NOTE:** Ballot position for the November General Election for state and county officers is determined by Sections 52.091 and 52.092, Election Code.

**Counties: 5:00 p.m.** — Deadline for party chair to deliver replacement nominee or nominee to fill vacancy in an unexpired term to the appropriate officer (for a vacancy in an office that would not normally be on the 2020 ballot and that occurred after December 4, 2019 but not later than August 21, 2020). (Secs. 145.036; 145.037(e); 171.022; 201.022; 202.006). See Texas Sec'y of State [Advisory No. 2019-17](#) for further information on this deadline and related procedures.

**Political Subdivisions Other Than Counties: 5:00 p.m.** — Last day for a candidate for a place on the ballot to withdraw from a general election, by submission of a notarized [Certificate of Withdrawal \(PDF\)](#) or a notarized letter, or to be declared ineligible. If

a candidate withdraws or is declared ineligible by this date, his or her name is omitted from the ballot. (Secs. 145.092(f); 145.094(a)(4); 145.096(a)(4)).

**Counties and Other Political Subdivisions: 5:00 p.m.** — Last day to **withdraw** as a **write-in** candidate in the general election for state and county officers, or a general election ordered by a political subdivision other than a county, (Secs. 144.006(c); 146.0301; 146.054(c)). Candidates may use the [Certificate of Withdrawal \(PDF\)](#).

**Political Subdivisions Other Than Counties:** Recommended first day that a general or special election may be cancelled if all filing deadlines have passed, each candidate for an office listed on the ballot is unopposed (except as discussed below), and write-in votes may be counted only for names appearing on a list of write-in candidates. (The [Certification of Unopposed Candidates for Other Political Subdivisions \(PDF\)](#) may be used to certify candidates as unopposed. Also, see our [Sample Order of Cancellation \(PDF\)](#).

A special election of a political subdivision is considered to be a separate election with a separate ballot from a general election for officers of the same political subdivision held at the same time as the special election. Therefore, the fact that there may be a proposition on the ballot will not prevent a cancellation of an election for candidates who are unopposed. (Sec. 2.051(a)). If any members of the political subdivision's governing body are elected from territorial units, such as single member districts, an election may be cancelled in a particular territorial unit if each candidate for an office that is to appear on the ballot in that territorial unit is unopposed **and no** opposed at-large race is to appear on the ballot. An unopposed at-large race may be cancelled in an election regardless of whether an opposed race is to appear on the ballot in a particular territorial unit. (Sec. 2.051(b)). **This recommended cancellation deadline considers a regular filing deadline of Monday, August 17, 2020, a special election filing deadline of Thursday, August 20, 2020, and a write-in deadline of Friday, August 21, 2020. For additional information, consult the outline on [Cancellation of Election for Local Political Subdivisions](#).**

**Political Subdivisions Other Than Counties:** *Recommended* date to appoint **presiding and alternate judges**. Currently, the Election Code does not establish a deadline for appointing election officials; there is only a notification deadline. For further information concerning procedures for appointing judges and their alternates, see Sections 32.005, 32.008, and 32.011. General eligibility requirements are found in Subchapter C, Chapter 32. In addition to appointing a judge and alternate judge for each election precinct pursuant to Sections 32.001 and 32.005, the governing body must allow the judge to appoint no less than two clerks; however, the alternate judge must serve as one of the clerks as a matter of law. (Secs. 32.032, 32.033). The presiding judge then appoints an additional clerk(s), but not more than the maximum set by the governing body. (Sec. 32.033). Presiding judges and their alternates must be given a [Notice of Appointment \(PDF\)](#) not later than the 20th day after the appointment is made. (Sec. 32.009). If the appointment is for a single election, the notice may be combined with the [Writ of Election \(PDF\)](#), which is required to be delivered to each presiding judge not later than the 15th day before the election, Monday, October 19, 2020. (Sec. 4.007, 32.009(e)). If the notices are combined, both must be delivered by the date required by the earlier notice.

**Water Districts:** A water district is not required to provide a Notice of Appointment to a presiding judge, as required under Section 32.009, but must provide a [Writ of Election \(PDF\)](#). (Sec. 4.007; Sec. 49.110, Water Code)

**Recommended** date to appoint the **central counting station personnel** (manager, tabulation supervisor and assistants to the tabulation supervisor) if applicable. (Secs. 127.002, 127.003, 127.004, and 127.005). There is no statutory notice requirement for members of the central counting station, but good practice suggests that written notice be given to them.

**Recommended** date to appoint the **presiding judge of the early voting ballot board** or to designate the election workers of one election precinct to serve as the early voting ballot board. (Secs. 87.001, 87.002, and 87.004). There is no statutory notice requirement for members of the early voting ballot board, but good practice suggests that written notice be given to them.

For timeframes for appointment of various election workers for counties.

**Recommended** date to order the lists of registered voters from the county voter registrar. The list should include both the voters' residences and mailing addresses in order to conduct early voting by mail. (Sec. 18.006).

**Recommended** date to order election supplies, other than ballots. (Sec. 51.003).

**Recommended** date to confirm telephone number for the county voter registrar's office on Election Day.



**Tuesday, August 25, 2020 (70th day before Election Day, 5th day after special election candidate filing deadlines)**

**Political Subdivisions Other Than Counties: 5:00 p.m.** —Last day for a candidate (place on the ballot or write-in) to withdraw from a special election, by submission of a notarized [Certificate of Withdrawal \(PDF\)](#) or a notarized letter, or to be declared ineligible. **If a candidate withdraws or is declared ineligible by this date, his or her name is omitted from the ballot.** (Sec. 145.092(a)).

**NOTE:** Cities, Schools, and Political Subdivisions that Postponed Their May 2, 2020 Elections: The deadlines related to Declarations of Ineligibility, Withdrawals or Death that apply to the November 3, 2020 election would apply to all candidates who were on the ballot for the May 2, 2020 election (Tex. Sec'y of State [Election Advisory 2020-12](#)).

**Legislative Vacancies:** Last day for all candidates (including write-in candidates) to withdraw from a special election to fill a legislative vacancy (if any). (Secs. 146.083; 145.092(a)).

**Friday, August 28, 2020 (67th day before Election Day)**

Deadline for Secretary of State (federal, state and district offices) and county judge (countywide and precinct offices) to certify names of independent and declared write-in candidates to county election officer for placement on the November 3, 2020 ballot. (Secs. 142.010; 146.029(c)).

Deadline for Secretary of State to certify to county election officer names of party nominees for statewide and district offices for placement on November 3, 2020 ballot, and deadline for Secretary of State to post major party nominees for county and precinct offices. (Secs. 161.008; 172.117).

**\*The deadlines referenced above are extended to the next regular business day which is Friday, August 28, 2020 due to the deadline falling on Thursday, August 27, 2020 which falls on a holiday, LBJ Birthday. (Sec. 1.006).**

**September****Friday, September 4, 2020 (60th day before Election Day)**

**Political Subdivisions Other Than Counties:** Last day for the governing body of a political subdivision to deliver notice of the election to the county election officer and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

**NOTE FOR COUNTY - NEW LAW:** Section 4.003 as amended by House Bill 933 (2019) requires that counties post on the county website the notice and list of polling locations of any political subdivision that delivers their notice to the county under 4.008. This is regardless of whether the county is contracting with the entity. See [Note 9](#) for more information on the requirements related to the Notice of Election.

**Recommended** date for county clerk/county elections administrator to deliver an initial list of voters who have submitted annual applications for ballot by mail under Section 86.0015 and scans or photocopies of those applications to the early voting clerk of any political subdivision located within the county that is holding an election on November 3, 2020. The list should only include voters that reside in the political subdivision holding the election. The list should only be created and sent to those political subdivisions that have provided notice of the election to the county clerk/elections administrator. See *also*, the note below and the [entry](#) at Friday, October 23, 2020 for more information about delivery of a final list of voters. See [entry](#) at October 22, 2020 and [entry](#) at November 1, 2020 for more information on the delivery of copies/images of the applications.

**NOTE:** Section 86.0015 requires the county clerk/elections administrator to provide a list of voters that have submitted an annual application for ballot by mail to all political subdivisions in their county holding an election. The law only applies to elections for which the county clerk/elections administrator is not the early voting clerk via a contract for election services or joint election agreement. The Election Division **strongly recommends** that the county and political subdivisions **discuss the frequency and method for which these lists should be transmitted** to ensure that ballots are sent out in a timely manner. Finally, the county clerk/elections administrator **must deliver either photocopies or scanned images of the applications (under Section 87.126) to**

**the early voting clerk** of the political subdivision before the ballots by mail are delivered to the early voting ballot board for qualifying and counting under Section 87.041.

### **Tuesday, September 8, 2020 (56th day before Election Day; 22nd day after August 17, 2020)**

**Political Subdivisions Other Than Counties:** Last day to notify election judges of their appointment if they were appointed, as recommended, on **Monday, August 17, 2020**. (Secs. 1.006, 32.009(b)). Presiding and alternate judges must be [notified \(PDF\)](#) of their appointment in writing, not later than the 20th day after the date the appointment is made. **The deadline is extended to the next regular business day which is Tuesday, September 8, 2020 due to the 20th day falling on Sunday, September 6, 2020 and Monday, September 7, 2020 being Labor Day.**

The notice of the judge's duty to conduct the election ([Writ of Election \(PDF\)](#)) pursuant to Section 4.007 may be combined with the above notice, if the appointment is for a single election only. If the notices are **NOT** combined, then the notice of the judge's duty to conduct the election (writ of election) must be delivered not later than the 15th day before Election Day, Monday, October 19, 2020.

### **Monday, September 14, 2020 (50th day before Election Day)**

**Political Subdivisions Other Than Counties:** Last day to notify election judges of their appointment if they were appointed, as recommended, on Monday, August 24, 2020. (Secs. 1.006, 32.009(b)). Presiding and alternate judges must be [notified \(PDF\)](#) of their appointment in writing, not later than the 20th day after the date the appointment is made. The notice of the judge's duty to conduct the election ([writ of election \(PDF\)](#)) pursuant to Section 4.007 may be combined with the above notice, if the appointment is for a single election only. If the notices are **NOT** combined, then the notice of the judge's duty to conduct the election (writ of election) must be delivered not later than the 15th day before Election Day, Monday, October 19, 2020.

Last day to publish [notice \(PDF\)](#) for testing of automatic tabulation equipment testing and logic and accuracy testing (L&A testing) of a voting system that uses direct recording electronic (DRE) voting machines and precinct scanners **if test will be completed by recommended deadline of Wednesday, September 16, 2020**. Notice of the public tests must be published at least 48 hours before the test begins. (Secs. 127.093; 127.096; 129.022; 129.023). See [Note 14](#), above.

**NOTE:** This requirement also applies to cities, schools, and political subdivisions that postponed their May 2, 2020 Elections.

### **Monday, September 14, 2020 - Sunday, December 13, 2020 (50th day before Election Day through 40th day after Election Day)**

**Mandatory Office Hours:** Each county clerk, city secretary or secretary of a governing body (or the person performing duties of a secretary) must keep the office open for election duties for at least 3 hours each day, during regular office hours, on regular business days. See Tex. Sec'y of State Election [Advisory 2020-14](#) (Sec. 31.122).

**NOTE for Counties:** This office hour rule applies to the entity's general election or special election ordered by that authority; we recommend that the county maintain these office hours, because the county conducts the constitutional amendment election. The hours are clearly required if the county authority orders an additional county election.

**NOTE for Independent School Districts:** A "regular business day" means a day on which the school district's main business office is regularly open for business. (Sec. 31.122(b)).

**NOTE: Special Elections:** In the case of a special election, the office hour rule is triggered starting the third day after the special election is ordered. (Sec. 31.122).

### **Wednesday, September 16, 2020 (48th day before Election Day)**

**Recommended** date to conduct the first test of the automatic tabulating equipment and for logic and accuracy (L&A test) test on precinct scanners and DREs. (Secs. 127.093; 127.096; 129.022; 129.023). The SOS recommends you complete your first round

of testing **prior to mailing your mail ballots** if those ballots will be counted using automatic tabulation equipment. If you conduct your first round of testing by this date, you must publish notice of the test 48 hours prior to testing. See [Note 14](#), above.

#### **Friday, September 18, 2020 (46th day before Election Day)**

Deadline to challenge the filing of an application for a place on the ballot as to form, content, and procedure, if the ballots are mailed on the 45th day before Election Day, Saturday, September 19, 2020. **This deadline will change if any ballots were mailed prior to the 45th day before Election Day.** (Sec. 141.034).

**NOTE** – Section 141.034 as amended by Senate Bill 44 (85th Legislature, RS, 2017) provides that an application for a place on the ballot may not be challenged for compliance with the applicable requirements as to form, content, and procedure after the day **before** any ballot to be voted early by mail is mailed.

Legislative Vacancies: Last day for all candidates (including write-in candidates) to withdraw from a special election to fill a legislative vacancy (if any). (Secs. 146.083; 145.092(a)).

#### **Saturday, September 19, 2020 (45th day before Election Day)**

Deadline to mail ballots to military or overseas voters who already submitted their ballot requests via a federal postcard application (FPCA) or via a standard application for ballot by mail (ABBM) and indicated that they are outside the United States. Ballots must be mailed by this date or the 7th day after the clerk receives the application. If the early voting clerk cannot meet this 45th-day deadline, the clerk **must** notify the Secretary of State within 24 hours. (Sec. 86.004(b)).

**NOTE: The 45th Day deadline under Section 86.004(b) is not extended by Section 1.006 to the next business day. The ballots covered by Section 86.004(b) should be sent out on or before Saturday, September 19, 2020.**

**Reminder Regarding FPCAs and Overseas ABBMs:** If the EV clerk receives an FPCA (from a military or non-military voter) after the 45th day deadline, then the ballot **must** be mailed within seven days after the EV clerk **receives** the FPCA. (Secs. 86.004(b); 101.104).

**Reminder Regarding ABBMs:** If the domestic ABBM (i.e. a voter who is not overseas) is **received** before the 45th day, the EV clerk **must** mail the ballot no later than the 30th day before Election Day. (Sec. 86.004(a)). If the domestic or overseas ABBM is received after the 45th day before Election Day, then the EV clerk **must** mail the ballot no later than the 7th day after the EV clerk **accepts** the ABBM. (Sec. 86.004(a)).

**NOTE:** Information on the early voting roster for both early voting in person and early voting by mail must be made available for public inspection and on the county's website if the county clerk or Election Administrator is serving as the early voting clerk or on the city's website if the city secretary is serving as the early voting clerk. The early voting roster shall be posted by 11:00am on the day after the information is entered on the roster (for early voting in person) or by 11:00am on the day after the early voting clerk receives a ballot voted by mail. If the entity does not maintain a website, the information must be on the bulletin board used for posting notices. (H.B. 1850, S.B. 902, 86th Legislature, 2019; Sec. 87.121)

#### **Monday, September 21, 2020 (43rd day before Election Day, 28th day before early voting begins)**

Last day for county chairs to supplement list of names for early voting officer list. (Secs. 1.006; 85.009). **The deadline is extended to the next regular business day which is Monday, September 21, 2020 due to September 19, 2020 falling on a Saturday.**

#### **Monday, September 28, 2020 (36th day before Election Day)**

Deadline for the Secretary of State to mail each county judge a copy of the Governor's proclamation ordering the November General Election for state and county officers. (Sec. 3.003(c)).

#### **October**

#### **Thursday, October 1, 2020 (33rd day before Election Day)**

**Counties:** Deadline to receive a petition signed by 15 registered voters by the early voting clerk requesting that a signature verification committee be created. A request submitted by mail is considered to be submitted at the time of its **receipt** by the early voting clerk. (Sec. 87.027(a-1)).

### Friday, October 2, 2020 (32nd day before Election Day)

**Recommended LAST** date for early voting clerk to issue order calling for appointment of signature verification committee. (Sec. 87.027). This form may be used to issue order: [Order Calling for Signature Verification Committee \(PDF\)](#). If the signature verification committee will start meeting on October 14, 2020, early voting clerk must post a copy of the order calling for appointment of the signature verification committee on or before this date, in order to give notice of the meeting. The order must remain posted continuously for at least 10 days before the first day the committee meets. (Sec. 87.027).

### Sunday, October 4, 2020 (30th day before Election Day)

First day of period during which notice of election must be published **if another method of giving notice is not specified by a law outside the Election Code**, and publication is the method of giving notice selected. (Sec. 4.003(a)(1)). The notice for elections ordered by a county or by an authority of a city or school district must be given by publication in a newspaper in addition to any other method specified by a law outside the Election Code. (Sec. 4.003(c) and (d)). This notice may be combined with the other notices you are required to publish. See [Note 9](#).

**NOTE:** This requirement also applies to cities, schools, and political subdivisions that postponed their May 2, 2020 Elections. (Tex. Sec'y of State Election [Advisory 2020-12](#)).

**Cities, Schools, and Other Political Subdivisions:** It is **strongly recommended** that the [Notice of Voting Order Priority \(PDF\)](#) for voters with mobility issues also be posted on the subdivision's website, if one is maintained by the political subdivision. (Secs. 63.0013; 85.007(d)). For more information on this requirement, see [Note 15](#).

**NOTE: Notice of Change of Polling Place Location:** For elections **ordered by the governor or county judge only**, if the location of the polling place changes after notice has been given under Section 4.003, and the county election officer maintains a website to inform voters about elections, the notice of the change must be posted on the website. The notice on the website must be given not later than the earlier of 24 hours after the location was changed or 72 hours before the polls open on Election Day. (Sec. 43.061).

**NOTE: Notice of Previous Polling Place:** If a different polling place is being used than at the previous election held by the same authority, [Notice of Previous Precinct \(PDF\)](#) must be posted at the entrance of the previous polling place informing voters of the current polling place location, if possible. (Sec. 43.062).

### Monday, October 5, 2020 (29th day before Election Day)

Last day to register to vote for the Tuesday, November 3, 2020 election. (Secs. 1.006; 13.143). **The deadline is extended to the next regular business day which is Monday, October 5, 2020 due to the 30th day falling on Sunday, October 4, 2020.** (Secs. 13.143(e); 15.025(d)).

**NOTE:** A Federal Postcard Application (FPCA) also serves as an application for **permanent** registration under Texas law unless the voter marked "my intent to return is uncertain" ([2019 form \(PDF\)](#)), or **"my return is uncertain"** ([2017 form \(PDF\)](#)). The early voting clerk should make a copy (for mailing ballots, keeping records, etc.), then should forward the original to the county voter registrar, as soon as practicable. (Sec. 101.055; 1 Tex. Admin. Code Sec. 81.40(a), (c)(2)).

Last day for a voter to make a change of address that will be effective for the November 3, 2020 election. A voter who submits a change of address after this date may still be eligible to return to his or her previous precinct to vote under "fail-safe" voting, if he or she still resides in the **same** county and the same local political subdivision, if applicable, conducting the election. (Secs. 15.025; 63.0011).

\*If the 30th day before the election falls on a weekend or holiday, a voter application or a notice of change in registration information is considered timely if it is submitted to the voter registrar on or before the next regular business day. (Secs. 13.143(e) and 15.025(d)).

**Recommended** last day for early voting clerk to coordinate with the voter registrar receipt of supplemental and registration correction lists, if applicable, or coordinate receipt of revised original list from the voter registrar for early voting by personal appearance. (Secs. 18.001; 18.002; 18.003; 18.004).

### **Wednesday, October 7, 2020 (27th day before Election Day)**

**Recommended LAST** date for the county elections board to [appoint \(PDF\)](#) a signature verification committee (if one was ordered not later than Friday, October 2, 2020 at the discretion of the county election officer and not required due to petition by 15 registered voters. The members must be appointed not later than the fifth day after the order was issued by the early voting clerk. The county elections board must post a notice of the appointment of committee members continuously until the last day the signature verification committee meets. (Sec. 87.027). This form may be used for the notice: [Notice of Appointment of Signature Verification Committee \(PDF\)](#).

### **Friday, October 9, 2020 (25th day before Election Day)**

**Counties:** Deadline for Democratic and Republican County Chairs to submit to the precinct presiding judges for each Election Day precinct, a list containing at least two persons who are eligible to serve as election clerks, in order to secure appointment of clerks affiliated or aligned with their respective parties. (Sec. 32.034(b)).

### **Tuesday, October 13, 2020 (21st day before Election Day)**

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (Sec. 4.003(b)). A [Record of Posting Notice of Election \(PDF\)](#) should be completed at the time of posting. (Sec. 4.005).

Last day to post notice of election in each election precinct, if the method of giving notice is **not** specified by a law outside the Election Code and notice is given by this method in lieu of publication. (Secs. 1.006; 4.003(a)(2)). Cities and school districts **must** publish their notice in the newspaper. A [Record of Posting Notice of Election](#) should be completed at the time of posting. (Secs. 1.006; 4.005).

**All Political Subdivisions:** The election notice shall be posted on the political subdivision's website, if the political subdivision maintains a website. The order and notice should include all days and hours for early voting by personal appearance including voting on **ANY** Saturday or Sunday. (Secs. 85.006 & 85.007). **Note for cities and counties**, the election notice **must** be subsequently amended to include voting later ordered for **ANY** Saturday or Sunday and **must** be posted on the political subdivision's website, if maintained.

**NOTE FOR COUNTIES - NEW LAW:** Section 4.003 as amended by House Bill 933 (2019) requires that counties post on the county website the notice and list of polling locations of any political subdivision that delivers their notice to the county under 4.008. This is regardless of whether the county is contracting with the entity, regardless of whether the entity is conducting their own election or contracting with the county.

**NOTE: This requirement also applies to cities, schools, and political subdivisions that postponed their May 2, 2020 Elections. (Tex. Sec'y of State Election [Advisory 2020-12](#)).**

### **Wednesday, October 14, 2020 (20th day before Election Day; 5th day before the first day of early voting in person)**

First day that a signature verification committee, if one is appointed, may begin operating. (Sec. 87.027(f)).

**Counties:** Last day to petition for temporary branch polling place(s) in a county with a population of 100,000 to 120,000, if the voting at those branch locations is to begin on the first day of early voting, Monday, October 19, 2020. (Secs. 85.062(d)(3); 85.067).



**Counties:** Last day to post [notice \(PDF\)](#) of places, days, and hours for voting at branch early voting polling place if voting is to begin at that location on the first day of early voting in person. The schedule may be amended after the beginning of early voting by personal appearance to include notice of additional branch locations, but any amendment must be made and posted not later than the fifth day before voting begins at the additional temporary branch. (Secs. 85.062(d)(3); 85.067(c)).

Last day for a person to apply for a full ballot by mail using an FPCA, if the person is not a registered voter but meets the requirements under Title 2 of the Texas Election Code. (Secs. 101.052(e) & 101.055(a)). (If the voter marks the FPCA form indicating **“my intent to return is uncertain”** ([2019 form \(PDF\)](#)), or **“my return is uncertain”** ([2017 form \(PDF\)](#)) the voter receives a federal-only ballot.) Postmark with this date on the FPCA is proof that the applicant submitted the FPCA by this deadline. See Monday, October 19, 2020 for timeliness of an FPCA received without a postmark. (Sec. 101.052(e), (i)).

**NOTE:** Be sure to check the list of registered voters for **permanent registration** status. Also, state law authorizes an FPCA to also serve as an application for permanent registration; therefore, the person might be permanently-registered based on a prior-FPCA. Even if the FPCA arrives too late for a particular election, the early voting clerk will still need to forward the original FPCA to the county voter registrar, after making a copy for your early voting clerk's use (mailing ballots, etc.) and records unless the voter marked **“my intent to return is uncertain”** ([2019 form \(PDF\)](#)), or **“my return is uncertain”** ([2017 form \(PDF\)](#)) in which case, it will not serve as a permanent registration.. (Sec. 101.055; 1 Tex. Admin. Code Sec. 81.40).

**NOTE: Overseas (non-military) voters** marking the FPCA **“my intent to return is uncertain”** ([2019 form \(PDF\)](#)), or **“my return is uncertain”** ([2017 form \(PDF\)](#)) receive a federal ballot **only** regardless of the date filed. (Chapter 114). In a local (non-federal) election, this means there is **no ballot to send the voter**.

Last day to publish notice of L&A test for voting systems if test will be held on Friday, October 16, 2020, if testing has not already completed by September 16, 2020. Notice of the public L&A Test must be published at least 48 hours before the test begins. (Secs. 129.001; 129.023). See [Note 14](#), above.

#### Thursday, October 15, 2020 (19th day before Election Day)

**Counties:** Deadline for county elections board to [appoint \(PDF\)](#) signature verification committee, if a valid petition requesting one to be created was presented to the early voting clerk by the deadline, Monday, October 1, 2020. (Sec. 87.027(a-1), (c)).

#### Thursday, October 15, 2020 – Friday, October 23, 2020 (19th day before Election Day - 11th day before Election Day)

A person submitting an [FPCA \(PDF\)](#) during this period who is **not** registered to vote is not entitled to receive a ballot for any non-federal election held on Tuesday, November 3, 2020. See [entry](#), below under October 19, 2020 (FPCA without a postmark). (Secs. 84.007; 101.052(e), (f)). The early voting clerk is required to maintain this application since it may be used for other elections.

**NOTE:** Overseas (non-military) voters marking the FPCA **“my intent to return is uncertain”** ([2019 form \(PDF\)](#)), or **“my return is uncertain”** ([2017 form \(PDF\)](#)) receive a federal ballot. If a voter registrar wants to take possession of the provisional ballots and forms on election night (Tuesday, November 3, 2020), the county voter registrar must inform the custodian of the election records and post a notice of the transfer no later than 24 hours before Election Day. However, under this type of delivery, the county voter registrar **must** go to the custodian of election records office and pick up the provisional ballots and forms. Also, note that the county voter registrar must deliver the federal ballot **regardless** of the date filed. (See Chapter 114). A person submitting an FPCA during this period is entitled to receive a federal ballot only (no state, district, or county offices), if not already a permanent registered voter. (Secs. 101.052(f), 114.002, 114.004).

#### Friday, October 16, 2020 (18th day before Election Day; at least 48 hours before early voting begins)

Last day for a voter to hand-deliver their application for a ballot by mail. (Sec. 84.008).

If a **defective application to vote early by mail** is received on or before this date, the early voting clerk must mail the applicant a new application with explanation of defects and instructions for submitting the new application. For defective applications received after this date and before the end of early voting by personal appearance, the early voting clerk must mail only

the [Notice of Defective Application for Ballot by Mail \(PDF\)](#) and a statement that the voter is not entitled to vote early by mail unless he or she submits a sufficient application by the deadline, which is Friday, October 23, 2020. (Secs. 84.007(c); 86.008).

Last day to conduct public L&A test of a voting system. We highly **recommend** that this test is done on an earlier date to allow time for corrections to programming, if necessary. (See [Note 14](#), above). Per Section 129.023, the L&A test shall be conducted not later than 48 hours before voting begins on such voting systems, assuming that the voting system will first be used for early voting in person.

### **Monday, October 19, 2020 (15th day before Election Day)**

#### **First day to vote early in person. (Sec. 85.001)**

**NOTE:** The early voting period for the general election begins 17 days prior to Election Day, but because this day falls on a weekend (Saturday, October 17, 2020), it is extended to the next regular business day, Monday, October 19, 2020. (Sec. 85.001(c)).

**NOTE:** About branch early voting in a general election for state and county officers. The commissioners court:

1. in a county with a population of 400,000 or more, **must** establish one or more temporary polling places, other than the main early voting polling place, in each state representative district containing territory covered by the election.
2. in a county with a population of 120,000 or more but less than 400,000, **must** establish one or more temporary polling places, other than the main early voting polling place, in each commissioners precinct containing territory covered by the election.
3. in a county with a population of 100,000 or more but less than 120,000, **must** establish one or more early voting polling places in each commissioners precinct for which the commissioners court receives a **timely filed written request signed by at least 15 registered voters of that precinct**.

The temporary polling place(s) must remain open for each weekday of the early voting period that the main early voting polling place will be open. The temporary branch polling place(s) must be open at least eight hours each day, unless the city or county are not serving as the early voting clerk and the territory holding the election has less than 1,000 registered voters, in which case the temporary branch polling places must be open for at least three hours each day. (Secs. 85.062; 85.064).

**NOTE - NEW LAW:** Section 85.064 as amended by House Bill 1888 (2019) requires that early voting at temporary branch polling places must now be conducted on the **same weekdays** that early voting is required to be conducted at the main early voting polling place under 85.005 (i.e. each weekday of the early voting period that the main location will be open) and must remain open for either: (1) eight hours each day, or (2) three hours each day if the city or county clerk does not serve as the early voting clerk for the territory and the territory has fewer than 1,000 registered voters. **This means that even if your main early voting location is able to be open for fewer than eight hours, your branch locations must still be open for the eight or three hour minimum that applies to your election.** See [Advisory No. 2019-20](#) for more details.

**Political Subdivisions Other than Cities and Counties:** Early voting in person must be conducted at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted for at least three (3) hours per day. (Sec. 85.005(b)).

**Cities and counties:** Early voting in person must be conducted on the weekdays of the early voting period and during the hours that the county clerk's or city secretary's main business office is regularly open for business. (Sec. 85.005(a)). However, because cities and counties must have office hours for election-related business at least three (3) hours every business day for this type of election (see Friday, September 14, 2020 [entry](#)), we harmonize these requirements with the result that, if a city or county is not regularly open for business on one or more weekdays, on those "closed" days, a city or county must conduct early voting for at least three (3) hours a day at the main early voting location (except for a city's two 12-hour days, when it must be open for the full 12 hours).

**Cities:** Cities must choose **two weekdays** for the main early voting polling place location to be open for 12 hours during the regular early voting period. The city council must choose the two weekdays. (Sec. 85.005(d)).

**Independent School Districts:** Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required** to be open during the entire early voting period, except on legal state and national holidays.

**Joint Elections:** If conducting early voting by personal appearance jointly, we *recommend* a unified schedule covering all requirements; i.e., no entity's requirements should be neglected or subtracted as a result of a joint agreement.

If early voting by personal appearance is required to be conducted for extended hours or for weekend hours, the county voter registrar's office is required to remain open for providing voter registration information during the extended hours or weekend hours that the main early voting polling place is open for voting. (Secs. 12.004(d); 85.005(c); 85.006(e)).

**NOTE:** Voting by limited ballot must be done during the early voting period (or by mail). (Sec. 112.002(a)).

If an [FPCA \(PDF\)](#) is **received** by this date **without a postmark to prove mailing date**, the early voting clerk will accept the FPCA and mail the applicant a full ballot even if the applicant is not a permanently registered voter but meets the requirements under Title 2 of the Election Code (unless the voter marks the FPCA form "**my intent to return is uncertain**" ([2019 form \(PDF\)](#)), or "**my return is uncertain**" ([2017 form \(PDF\)](#)), in which case the voter receives a federal-only ballot). (Sec. 101.052(i)).

Last day to notify election judges of duty to hold election ([Writ of Election \(PDF\)](#) and [Writ of Election – General Election for State and County Officers \(PDF\)](#)). Notice must be given by the 15th day before the election or the 7th day after the day the election is ordered, whichever is later. The Writ of Election must be given to each presiding judge and include:

1. The judge's duty to hold the election;
2. The type and date of election;
3. The polling place location at which the judge will serve;
4. The polling place hours; and
5. The maximum number of clerks the judge may appoint. (Sec. 4.007).

#### **Tuesday, October 20, 2020 (14th day before Election Day)**

**NOTE for Counties:** Deadline to file a [petition \(PDF\)](#) in the November General Election for state and county officers to require the early voting clerk of a county with a population **under 100,000** to conduct extended early voting for **12 hours on the last Saturday** of the early voting period, October 24, 2020. (Secs. 85.006(e); 85.007). [Notice of weekend voting](#) must be posted beginning no later than Wednesday, October 21, 2020 and continuing through Friday, October 23, 2020. (Sec. 85.007(c)).

Deadline to file a [petition \(PDF\)](#) in the November General Election for state and county officers to require the early voting clerk of a county with a population **under 100,000** to conduct extended early voting at the **main early voting polling place** for 12 hours on each **weekday** of the last week of the early voting period (Monday, October 26, 2020 through Friday, October 30, 2020). [Notice of extended hours \(PDF\)](#) must be posted beginning no later than Wednesday, October 21, 2020 and continuing through Friday, October 30, 2020. (Secs. 85.005(c); 85.067).

**NOTE for Cities:** Deadline to file a [petition \(PDF\)](#) to require the early voting clerk of a city to conduct extended early early voting on the last Saturday of the early voting period, October 24, 2020 (Sec. 85.006(d)). [Notice of weekend voting](#) must be posted beginning no later than Wednesday, October 21, 2020 and continuing through Friday, October 23, 2020. (Sec. 85.007(c)).

#### **Wednesday, October 21, 2020 (13th day before Election Day; 72 hours preceding first hour Saturday early voting will be conducted)**

**NOTE for Counties :** Deadline to file a [petition \(PDF\)](#) in the November General Election for state and county officers to require the early voting clerk of a county with a population **under 100,000** to conduct extended early voting for **5 hours on Sunday**,



October 25, 2020. (Sec. 85.006(e)). [Notice of weekend voting.\(PDF\)](#) must be posted beginning no later than Thursday, October 22, 2020 and continuing through Saturday, October 24, 2020. (Sec. 85.007(c)).

**NOTE for Cities:** Deadline to file a [petition\(PDF\)](#) to require the early voting clerk of a city to conduct extended early early voting on the last Sunday of the early voting period, October 25, 2020 (Sec. 85.006(d)). [Notice of weekend voting.\(PDF\)](#) must be posted beginning no later than Thursday, October 22, 2020 and continuing through Saturday, October 24, 2020. (Sec. 85.007(c)).

**Counties and Cities Only:** Last day to post notice on bulletin board for posting notice of meetings for the commissioners court and city council if early voting will be conducted on Saturday, October 24, 2020. (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. If the County Clerk or City Secretary on her own motion by written order orders early voting on Saturday or Sunday OR if the County Clerk or City Secretary orders Saturday or Sunday voting after being petitioned to do so by at least 15 registered voters, such voting need not be included in the regular order or notice of the election. (Secs. 85.006(b), (d) and 85.007(b), (c)).

**Note for all Political Subdivisions, except Counties and Cities:** Voting on ANY Saturday or Sunday ordered by the **governing body** on its own motion (i.e., not petitioned for by 15 registered voters) **must** be included in the order and notice of election. (Secs. 85.006; 85.007(a)).

**NOTE:** Section 85.007 requires that the election notice, which includes the days and hours of early voting be posted on the political subdivision's website, if the political subdivision maintains a website.

#### **Thursday, October 22, 2020 (12th day before Election Day; day before the last day to apply for a ballot by mail)**

First day that counties with a population of 100,000 or more, or entities that are having joint elections with such a county, may convene their early voting ballot board and deliver by mail ballots to begin processing and qualifying mail ballots; however, the mail ballots may not be counted until (i) the polls open on Election Day, or (ii) in an election conducted by an authority of a county with a population of 100,000 or more or entities that are having joint elections with such a county, the end of the period for early voting in person. (Secs. 87.0222; 87.0241). The early voting clerk shall continuously post notice for 24 hours preceding each delivery of voting materials that is to be made before the time for opening the polls on Election Day. (Sec. 87.0222). **NOTE: Results may not be released until the polls close on Election Day. See [Notice of Delivery of Early Voting Balloting Materials\(PDF\)](#) ,[Notice of Delivery of Ballots Voted by Mail.](#)**

**NOTE:** The county clerk/elections administrator must ensure that photocopies or electronic recordings of annual applications for ballot by mail have been delivered to the early voting clerk of every political subdivision holding an election before the ballots by mail are delivered to the early voting ballot board.

**Counties and Cities Only:** Last day to post notice on bulletin board for posting notice of meetings of the commissioners court or city council, if early voting will be conducted on Sunday, October 25, 2020. (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday. See [entry](#) at Wednesday, October 21, 2020.

A voter who becomes sick or disabled on or after this date may vote a late ballot if the sickness or disability prevents the voter from appearing at the polling place without the likelihood of needing personal assistance or of injuring his or her health. (Sec. 102.001). See [Application for Emergency Early Voting Ballot Due to Sickness or Physical Disability\(PDF\)](#). An application may be submitted after the last day of the period for early voting by personal appearance and before 5:00 p.m. on Election Day. (Sec. 102.003).

First day that counties with a population of 100,000 or more may convene their early voting ballot board and deliver by mail ballots to begin processing and qualifying mail ballots; however, the mail ballots may not be counted until (i) the polls open on Election Day, or (ii) in an election conducted by an authority of a county with a population of 100,000 or more or conducted jointly with such a county, the end of the period for early voting in person. (Secs. 87.0222, 87.0241). The early voting clerk shall continuously post notice for 24 hours preceding each delivery of voting materials that is to be made before the time for opening the polls on Election Day. (Sec. 87.0222).

#### **Friday, October 23, 2020 (11th day before Election Day)**

Last day to receive an [FPCA \(PDF\)](#) from a voter. If the voter is **not** registered in the county (and / or marked intent to return “not certain”), **the voter is still eligible for a ballot containing federal offices only**. In a local (non-federal) election, this means there is no ballot to send the voter. (Secs. 101.052(b), (f); 114.004(c)).

Last day for early voting clerk to receive applications for a ballot to be voted by mail. (Sec. 84.007(c)). All applications to vote by mail must be received by the early voting clerk before the close of regular business or 12 noon, **whichever** is later. Applications to vote by mail must be submitted by mail, common or contract carrier, fax (if a fax machine is available in the office of the early voting clerk) or e-mail. The early voting clerk’s designated email address must be posted on the Secretary of State’s website. If a voter submits an application for ballot by mail via fax or e-mail, the early voting clerk must receive an original or a copy with a wet signature via mail within 4 business days of the submission of the fax or e-mail (Sec. 84.007(c)).

**NOTE:** Sec. 84.007(b-1) provides that if an ABBM is faxed or emailed or if an FPCA is faxed, then the applicant must submit the ORIGINAL application BY MAIL to the early voting clerk so that the early voting clerk **receives the original no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA**. If the early voting clerk does not receive the original ABBM or FPCA by that deadline, then the emailed or faxed ABBM or faxed FPCA will be considered incomplete, and the early voting clerk may NOT send the applicant a ballot. The requirement to mail the original application does not apply to an **emailed FPCA**. For additional information on this new law, please see [Note 16](#), above.

Last day for county clerk/elections administrator to deliver final list of voters that have submitted an annual application for ballot by mail to political subdivisions located within the county holding an election on November 3, 2020, for which the county clerk/elections administrator is not the early voting clerk via a joint election agreement or contract for election services.

#### **Saturday, October 24, 2020 (10th day before Election Day; last Saturday of early voting period)**

**Counties:** In counties with populations of 100,000 or more, early voting must be conducted in the November General Election for state and county officers for at least 12 hours on the last Saturday of the early voting period. (Sec. 85.006(e)). For counties under 100,000, voting on Saturday is only required if a proper [petition \(PDF\)](#) was received in a timely manner. See [entry](#) under Tuesday, October 20, 2020.

**Cities:** If a proper [petition \(PDF\)](#) was received in a timely manner, early voting must be conducted on the last Saturday of the early voting period. See [entry](#) under Tuesday, October 20, 2020.

Last day of period during which notice of the November General Election for state and county officers and other elections ordered by a county or a city or school district must be published in a newspaper of general circulation. (Sec. 4.003(a)(1)).

**NOTE:** The election notice shall be posted on the political subdivision’s website, if the political subdivision maintains a website.

Last day of period during which notice of election must be published if method of giving notice is **not** specified by a law outside the Election Code and **publication** is the selected method of giving notice. (Sec. 4.003(a)(1)). The notice of election ordered by an authority of a city or school district must be given by publication in a newspaper, in addition to any other method specified. (Secs. 4.003(c) and (d)).

**NOTE:** The election notice shall be posted on the political subdivision’s website, if the political subdivision maintains a website.

Last day to mail a copy of the notice of election to each registered voter of the territory that is covered by the election and is in the jurisdiction of the authority responsible for giving the notice **if method of giving notice is not specified by a law outside the Texas Election Code** and this method of giving notice is selected.

#### **Sunday, October 25, 2020 (9th day before Election Day; last Sunday of early voting period)**

**Counties with a Population of 100,000 or More:** In counties with populations of 100,000 or more, early voting must be conducted in the November General Election for state and county officers for at least 5 hours on last Sunday of the early voting

period. (Sec. 85.006(e)). For counties under 100,000, voting on Sunday is only required if a proper [petition \(PDF\)](#) was received in a timely manner. See [entry](#) under Wednesday, October 21, 2020.

**Cities:** If a proper [petition \(PDF\)](#) was received in a timely manner, early voting must be conducted on last Sunday of the early voting period. See [entry](#) under Wednesday, October 21, 2020.

### **Monday, October 26 – Friday, October 30, 2020 (last week of early voting by personal appearance)**

In counties with a population of 100,000 or more, the early voting clerk must keep the main early voting polling place open for 12 hours each day between October 26 and October 30, 2020. Early voting must be conducted at permanent branch locations for 12 hours each day. (Secs. 85.005(c) & 85.067).

In counties with a population of less than 100,000, the early voting clerk must keep the main early voting polling place open for 12 hours each day for the primary election if 15 or more registered voters petition the county for the extended 12-hour schedule. (Secs. 85.005(c) & 85.067).

### **Wednesday, October 28, 2020 (6th day and 4th business day before Election Day)**

**5:00 p.m.** — Deadline to submit a [Request for Election Inspectors \(PDF\)](#) for Election Day, Tuesday, November 3, 2020 to the Secretary of State. (Sec. 34.001).

### **Thursday, October 29, 2020 (5th day before Election Day; day before the last day to vote early in person)**

A voter is eligible to vote a late ballot if they will be out of their county of residence on Election Day due to a death in the immediate family (related within 2nd degree of consanguinity or affinity) that occurs on or after this day. The voter may submit the [Application for Emergency Early Ballot Due to Death in Family \(PDF\)](#) starting Saturday, October 31, 2020 (the day after early voting in person ends). (Secs. 103.001; 103.003(b)). An application may be submitted after the last day of the period for early voting by personal appearance before the close of business on the day before Election Day. (Sec. 103.003).

Deadline for the early voting clerk to receive, by mail, the original or a copy with a wet signature of an ABBM that was faxed or emailed or of an FPCA that was faxed on the deadline to apply for a ballot by mail, Friday, October 30, 2020.

**NOTE:** Sec. 84.007(b-1) provides that a voter who faxed or emailed their ABBM or faxed their FPCA must mail the original to the early voting clerk so that the early voting clerk **receives the original no later than the 4th business day after receiving the emailed or faxed ABBM or faxed FPCA**. For more information, see [Note 16](#).

### **Friday, October 30, 2020 (4th day before Election Day)**

#### **Last day to vote early by personal appearance. (Sec. 85.001(a)).**

Early voting clerk must post [Notice of Delivery of Ballots Voted by Mail \(PDF\)](#) to the early voting ballot board if materials are to be delivered to the board on Saturday, October 31, 2020. Notice must be posted continuously for 24 hours preceding each delivery to the board. (Secs. 87.0221; 87.0222; 87.023; 87.024; 87.0241).

**NOTE:** The Notice of Delivery of Early Voting Balloting Materials serves as notice of the convening of the early voting ballot board. Your entity should also post notice every time the early voting ballot board reconvenes.

Last day to publish [notice \(PDF\)](#) of public test of automatic tabulating equipment, if test will be held on Sunday, November 1, 2020, and if the first test was not previously already completed. The public notice of the test of automatic tabulating equipment must be published at least 48 hours before the test begins. (Sec. 127.096).

### **Saturday, October 31, 2020 (3rd day before Election Day)**

First day that counties with a population of 100,000 or more (or local subdivisions conducting a joint election with such a county) may convene their early voting ballot board and begin **counting** ballots; **however, the results may not be announced until**

**after the polls close on Election Day.** (Secs. 87.0222; 87.0241).

**NOTE:** If a county with a population of 100,000 or more (or a local subdivision conducting a joint election with such a county) is convening their early voting ballot board early to begin **counting** ballots, and will be using automatic tabulating equipment, the test will need to be completed at least 48 hours before the equipment is used to count ballots. (Secs. 87.0222; 87.0241; 127.096).

First day that all other counties and political subdivisions may convene their early voting ballot board for **processing** and **qualifying** mail ballots, but cannot begin counting the ballots until the polls open on Election Day. The early voting clerk shall continuously post notice for 24 hours preceding each delivery of voting materials that is to be made before the time for opening the polls on election day. (Secs. 87.0221; 87.023; 87.024; 87.0241). See [Notice of Delivery of Ballots Voted by Mail \(PDF\)](#).

**NOTE:** The county clerk/elections administrator must ensure that photocopies or electronic recordings of annual applications for ballot by mail have been delivered to the early voting clerk of every political subdivision holding an election before the ballots by mail are delivered to the early voting ballot board.

First day to submit an [application \(PDF\)](#) for and vote a late ballot because of a death in the immediate family that occurred on or after Thursday, October 29, 2020, and will require absence from the county on Election Day, November 3, 2020. (Secs. 103.001; 103.003(b)). An application may be submitted after the last day of the period for early voting by personal appearance before the close of business on the day before Election Day. (Sec. 103.003).

First day to submit an [application \(PDF\)](#) for and vote a late ballot because of sickness or disability that arose on or after Thursday, October 29, 2020. (Secs. 102.001; 102.003). An application may be submitted after the last day of the period for early voting by personal appearance and before 5:00 p.m. on Election Day. (Sec. 102.003).

## November

### Sunday, November 1, 2020 (2 days before Election Day)

Last day to conduct public test of automatic tabulation equipment. Per Section 127.093, the test shall be conducted at least 48 hours before the automatic tabulating equipment is used to count ballots voted in an election and was not previously tested. We highly **recommend** that this test is done on an earlier date to allow time for corrections to programming, if necessary. (See [Note 14](#), above).

### Monday, November 2, 2020 (1 day before Election Day)

Last day to submit an [Application for Emergency Early Ballot Due to Death in Family \(PDF\)](#). The application must be submitted by the close of business on this day. (Sec. 103.003(b)).

Last day for early voting clerk to mark the precinct list of registered voters with a notation beside each name of voter who voted early, and deliver list to election judges. The early voting clerk must also deliver the precinct early voting list. (Sec. 87.122). This may be delivered electronically if your county is using an e-poll book.

**Delivery of Provisional Ballots and Forms:** If the voter registrar wants to take possession of the provisional ballots and forms on election night, the voter registrar must inform the custodian of the election records and post a [Notice of Election Night Transfer \(PDF\)](#) no later than Monday, November 2, 2020, 24 hours before Election Day. (1 Tex. Admin. Code. Secs. 81.174(d)(3)). However, under this type of delivery, the county voter registrar **must** go to the custodian of election records office and pick up the provisional ballots and forms.

**NOTE:** The general custodian of election records (or the early voting clerk, if applicable) must also post a [Notice of Delivery of Provisional Ballots](#) at least 24 hours before delivery will occur. (1 T.A.C. 81.174(b)(1)).

### Tuesday, November 3, 2020 - (Election Day)

7:00 a.m. – 7:00

Polls open. (Sec.41.031).

p.m.	<p>Voter registrar's office is open. (Sec. 12.004(c)).</p> <p>Early voting clerk's office is open for early voting activities. (Sec. 83.011). A voter may deliver a marked ballot by mail to the early voting clerk's office while the polls are open on Election Day. The voter must comply with applicable identification procedures. The identification procedure is the same as that used for personal appearance voting under SB 5 (85th Regular Session, 2017) (Sec.86.006).</p> <p>Sick and disabled persons may vote at the main early voting polling place if <b>electronic voting systems</b> are used at regular polling place(s) on Election Day <b>and</b> the voter has a sickness or condition that prevents the voter from voting in the regular manner without personal assistance or likelihood of injury. (Secs.104.001; 104.003). However, if the early voting ballots by mail are processed at a location other than the main early voting polling place, the early voting clerk may require the voting to be conducted at that location. (Sec. 104.003).</p>
5:00 p.m.	<p>Deadline for receiving <a href="#">Application for Emergency Early Voting Ballot Due to Sickness or Physical Disability (PDF)</a> for late ballots to be voted by persons who became sick or disabled on or after Thursday, October 22, 2020. (Sec. 102.003(b)).</p>
7:00 p.m.	<p>Regular deadline for receiving <b>early voting ballots</b> by mail. <b>BUT see <a href="#">entry</a> for Wednesday, November 4, 2020 on "late domestic ballots" and <a href="#">entries</a> for Monday, November 9, 2020 on other "late" ballots.</b></p> <p>Deadline for receiving <b>early voting ballots</b> by mail and late ballots cast by voters who became sick or disabled on or after Thursday, October 22, 2020. (Secs. 86.007(a); 102.006(c)).</p>

**NOTE: Receipt of Mail Ballots:** All early voting ballots sent by mail from inside the United States that are received by 7:00 p.m. on Election Day, November 3, 2020, **must be counted on election night**. If the carrier envelope does not bear a cancellation mark or a receipt mark, the ballot must arrive **before** the time the polls are required to close **on Election Day**. (Sec. 86.007(a)(1). If the early voting clerk cannot determine whether a ballot arrived before that deadline, the ballot is considered to have arrived at the time the place at which the carrier envelopes are deposited was last inspected for removal of returned ballots. (Sec. 86.007(b)). The early voting clerk **must** check the mailbox for early voting mail ballots at least once after the time for regular mail delivery. (Sec. 86.007(b)).

**NOTE: An early voting mail ballot that is not received by 7:00 p.m. on Election Day may not be counted unless the ballot may be counted late, per HB 1151 (85th Legislature, RS, 2017), which applies to ballots mailed from outside the United States (Sec. 86.007(d)), late domestic ballots (Sec. 86.007(a)(2)), and ballots from members of the armed forces and merchant marine of the United States, their spouses and dependents (Sec. 101.057). See [entry](#) for Wednesday, November 4, 2020 on "late domestic ballots" and [entries](#) for Monday, November 9, 2020 on other "late" ballots. See Tex. Sec'y of State Election Advisory No. 2018-02.**

**NOTE: Delivery of Early Voting by Personal Appearance and Mail Ballots:** The early voting clerk delivers the voted ballots, the key to the double-locked ballot box, etc., to the early voting ballot board at the time or times specified by the presiding judge of the early voting ballot board, during the hours the polls are open or as soon after the polls close as practicable. (Secs. 87.021; 87.022). The custodian of the key to the second lock of the double-locked early voting ballot box delivers his or her key to the presiding judge of the early voting ballot board on request of the presiding judge. (Secs. 85.032(d); 87.025). **The custodian is the sheriff for county elections, elections ordered by the governor, and a primary election** (or the county judge in a year when the office of sheriff is on the ballot). The custodian is the chief of police or city marshal for city elections, and the constable of the justice precinct in which the political subdivision's main office is located (or the sheriff, if there is no constable), for other political subdivision elections. (Sec. 66.060). If ballots are to be delivered before Election Day, the early voting clerk must post notice at least 24 hours before each delivery at the main early voting polling place.

**NOTE: Delivery of Early Voting Ballots to Early Voting Ballot Board Before Election Day:** Early voting ballots may be delivered to the early voting ballot board at any time after early voting by personal appearance ends. Mail ballots may be qualified and processed (signatures verified, carrier envelopes opened, and the secrecy envelope containing the ballot placed in a secure location), but they may not be counted until Election Day. (Secs. 87.0221; 87.0222; 87.023; 87.024; 87.0241). If ballots are to be delivered before Election Day, the early voting clerk must post notice at least 24 hours before each delivery at the main early voting polling place.

**Exception:** Counties with a population of 100,000, or more or entities that are having joint elections with counties with a population of 100,000 or more, may process the mail ballots (i.e., qualify, and accept or reject, but not count) as early as the 8th day before the end of the early voting period; in such an election, votes may be counted no earlier than the end of the period for early voting by personal appearance; the results may not be released until the polls close on Election Day. (Secs. 87.0221; 87.0222; 87.023; 87.024; 87.0241(b); 87.042). If ballots are to be delivered before Election Day, that is after the end of the early-voting-in-person period but before the polls open on Election Day, the early voting clerk must post notice at least 24 hours before each delivery at the main early voting polling place. (Secs. 87.0221(b); 87.023(b); 87.024(b)).

**NOTE: Testing of Tabulating Equipment:** The second test of automatic tabulating equipment used for counting ballots at a central counting station must be conducted immediately before the counting of ballots with equipment begins. The third test must be conducted immediately after the counting is completed. (Secs. 127.093, 127.097, 127.098).

**NOTE: Precinct Election Returns:** Precinct election returns are delivered to the appropriate authorities after completion. (Secs. 66.053(a); 127.065; 127.066; 127.067).

**Transfer of Provisional Ballots to Voter Registrar Election Night:** The county voter registrar may take possession of the ballot box(es) or transfer case(s) containing the provisional ballots (or provisional ballot affidavits when DRE systems are used) on election night (instead of on the next business day) by informing the custodian of election records and posting a notice of such election night transfer no later than 24 hours before Election Day. Under this type of delivery, the voter registrar must go to the office of the custodian and pick up the ballot box(es) or transfer case(s) and associated forms. (Sec. 65.052; 1 T.A.C. §§ 81.172 – 81.174 & 81.176).

Last day to post notice of governing authority's meeting to canvass returns of election if canvass is to take place on Friday, November 6, 2020 (3rd day after election). (Sec. 67.003(b)). This notice must be posted at least 72 hours before the scheduled time of the meeting. (Secs. 551.002; 551.041; 551.043, Texas Government Code).

### **Wednesday, November 4, 2020 (1st day and 1st business day after Election Day)**

**5:00 p.m. –** Deadline to receive “late domestic ballots” mailed **within** the United States from **non-military voters and from any military voters** who submitted an **Application for Ballot by Mail** (“ABBM”) (**not** a Federal Postcard Application – “FPCA”), if the carrier envelope was placed for delivery by mail or common or contract carrier **AND** bears a cancellation mark of a postal service or a receipt mark of a common or contract carrier or a courier indicating a time not later than **7:00 p.m.** (or the equivalent of 7:00pm early voting clerk timezone if the voter is in a different timezone) at the location of the election on Election Day, November 3, 2020. (Secs. 86.007; 101.057; 101.001). A late domestic ballot **cannot be counted** if it does **not** bear a cancellation mark or a receipt mark.

**NOTE:** Because of the deadline to receive “late domestic ballots” it is imperative that you **check your mail at 5:00pm!**

**NOTE:** Section 86.007 provides that a marked ballot voted by mail that a voter received due to submitting an ABBM may arrive at the address on the carrier envelope not later than 5:00 p.m. on the day **after** Election Day, if the carrier envelope was placed for delivery by mail or common or contract carrier from **within** the United States **and** bears a cancellation mark of a postal service or a receipt mark of a common or contract carrier or a courier from **not later than 7:00 p.m.** at the location of the election on Election Day.



**NOTE:** This deadline does **not** apply to ballots sent by non-military voters who are overseas but applied for a ballot using an ABBM; these voters have until the 5th day after Election Day to return their ballots (or the next business day if the 5th day falls on a weekend or legal state or federal holiday). This deadline also does **not** apply to ballots mailed (domestically or from overseas) by certain members of the military who applied for a ballot using an FPCA; those voters have until the 6th day after Election Day to return their ballots. See [entries](#) for Monday, November 9, 2020.

Unless the county voter registrar has already taken possession of the provisional ballots prior to this date, the general custodian of election records must deliver the ballot box(es) or transfer case(s) containing the provisional ballots (or provisional ballot affidavits when DRE systems are used), along with the Summary of Provisional Ballots and the List of Provisional Voters for each precinct to the voter registrar by this day. The general custodian of election records makes this delivery to the voter registrar during the voter registrar office's regular business hours. (Secs. 65.052, 65.053; 1 T.A.C. §§ 81.172 – 81.174 & 81.176).

**Note for Political Subdivisions Located in More than One County:** A political subdivision will have to make delivery of the provisional ballots and forms to the county voter registrar in **each** county in which the political subdivision is located. (1 Tex. Admin. Code Secs. 81.172 – 81.174).

**NOTE:** If the county voter registrar wants to take possession of the provisional ballots and forms on election night (Tuesday, November 3, 2020), the county voter registrar must inform the custodian of the election records and post a notice of the transfer no later than 24 hours before Election Day. However, under this type of delivery, the county voter registrar **must** go to the custodian of election records office and pick up the provisional ballots and forms. Also, note that the county voter registrar may take possession of provisional ballots prior to election night if ballots are kept separate and may be provided without unlawful entry into ballot box. (1 Tex. Admin. Code Secs. 81.172 – 81.174).

#### Friday, November 6, 2020 (3rd day after Election Day)

Last day to begin the **partial manual count** for districts using electronic voting systems. This is the last day to **begin** manual recount of ballots in three precincts or one percent of precincts, whichever is greater. (Sec. 127.201(a), (g)). The count must be completed not later than the 21st day after Election Day. Results of manual count must be delivered to Secretary of State not later than the 3rd day after the manual count is completed. (Sec. 127.201(e)). No partial manual count needs to be done of ballots cast on DRE voting machines. (Sec. 127.201(g)).

**NOTE:** For information on how to begin the partial manual count, please see the advisory issued by the Secretary of State's office.

The first possible day to conduct official local canvass of returns by governing authority of the political subdivision. However, the canvass may not be conducted until the ballot board has verified and counted **all** provisional ballots, if a provisional ballot has been cast in the election, **AND the ballot board has finished convening for all late arriving ballots.** (Sec. 67.003). See [entries](#) for November 4, 2020 and [entries](#) for November 9, 2020. Notice of canvass must be posted at least 72 hours continuously before the canvass is conducted.

**NOTE:** If a recount petition has been filed and a winning candidate's race is involved in the recount, the certificate of election cannot be issued for that race until the recount has been completed. (Secs. 67.016, 212.0331).

**Cities, Schools, and Other Political Subdivisions:** First day that newly-elected local officers may qualify and assume the duties of their offices. Please note that the canvass must have been completed **before** an officer can assume office. (Sec. 67.016). If a political subdivision was able to **cancel** its election, this is the first day its elected officials can be issued a certificate of election and take the oath of office. (Secs. 2.053(e); 67.003; 67.016). For information on who can administer an oath please see Chapter 602 of the Government Code or review [Advisory 2017-10](#).

**NOTE:** This does not apply to officers of a Type A general law city, see [entry](#) at Monday, November 9, 2020.

#### November Monday, 9, 2020 (6th day after Election Day)

First day that newly-elected officers of Type A general law city may qualify and assume duties of office (per Sec. 22.006, Local Government Code), but see **NOTE**, below.

**NOTE: Council members may take office anytime following the canvass.** Section 22.006 of the Texas Local Government Code states that a newly-elected municipal officer of a Type A city may exercise the duties of office beginning the fifth day after the date of the election, excluding Sundays. However, **no newly elected official may qualify for office before the official canvass of the election has been conducted** (or would have been conducted, in the event of a cancelled election). Section 22.036 of the Texas Local Government Code further requires that the newly-elected governing body of the municipality “meet at the usual meeting place and shall be installed.”

**NOTE:** If a recount petition has been filed and a winning candidate’s race is involved in the recount, the certificate of election cannot be issued for that race until the recount has been completed. (Secs. 67.016, 212.0331).

**NOTE:** If a municipal officer-elect fails to qualify for office within 30 days after the date of the officer’s election, the office is considered vacant. (Sec. 22.007, Local Government Code) See December 3, 2020 entry.

Deadline for provisional voter to (1) present acceptable photo identification to county voter registrar; or (2) if the voter does not possess and cannot reasonably obtain acceptable photo identification, follow the Reasonable Impediment Declaration procedure at the county voter registrar; or (3) execute an affidavit relative to “natural disaster” or “religious objection” in presence of county voter registrar, if applicable; or (4) qualify for the disability exemption, if applicable, with the county voter registrar. (Secs. 65.054; 65.0541).

Last day to receive ballots from **non-military and any military voters** casting ballots from outside of the United States, who submitted an **ABBM**, (not an FPCA) **AND** who placed their ballots in delivery by 7:00 p.m. on Election Day, Tuesday, November 3, 2020, as evidenced by a postal service cancellation mark or a receipt mark of a common or contract carrier or a courier (Secs. 86.007, 101.057 and 101.001). A late overseas ballot sent by a voter who applied for a ballot using an ABBM (not an FPCA) **cannot be counted** if it does **not** bear a cancellation mark or a receipt mark.\*

**NOTE:** Section 86.007 as amended by House Bill 1151 (2017) states that a marked ballot voted by mail from **outside** of the United States by a voter who received the ballot due to submitting an ABBM is considered timely if it is received at the address on the carrier envelope not later than **the fifth day** after the date of the election. Further, the delivery is considered timely if the carrier envelope or, if applicable, the envelope containing the carrier envelope is properly addressed with postage or handling charges prepaid **and** bears a cancellation mark of a recognized postal service or a receipt mark of a common or contract carrier or a courier indicating a time **by 7:00 p.m.** on Election Day.

Last day to receive ballots from **non-military voters** casting ballots from **overseas**, who submitted an **FPCA**, **AND** who placed their ballots in delivery by 7:00 p.m. on Election Day, Tuesday, November 3, 2020. (Sec. 86.007(d) and (e)).\*

\*The deadlines referenced above are extended to the next regular business day which is Monday, November 9, 2020 due to the 5th day falling on a Sunday. (Secs. 86.007(d-1)).

Last day to receive carrier envelopes mailed domestically (within the United States) OR overseas from voters who submitted an **FPCA AND** who are **members of the armed forces of the United States, or the spouse or a dependent of a member of the armed forces, members of the merchant marines of the United States, or the spouse or a dependent of a member of the merchant marine.** (Secs. 101.057; 101.001). See Note on House Bill 929 (2017, RS), below.

**NOTE:** Section 101.57 as amended by House Bill 929 (2017) states that carrier envelopes mailed domestically or overseas from certain **military voters** (members of the armed forces of the United States, or the spouse or a dependent of a member of the armed forces, members of the merchant marines of the United States, or the spouse or a dependent of a member of the merchant marine) who submitted a **Federal Post Card Application (FPCA)** may arrive on or before the 6th day after Election Day. (Secs. 86.007, 101.057 and 101.001).

**NOTE:** The carrier envelope or, if applicable, the envelope containing the carrier envelope sent by the military members listed above who applied to vote by mail using the FPCA does **NOT** need to bear a cancellation or receipt mark in order to be counted.

Deadline for Voter Registrar to complete the review of provisional ballots. (1 Tex. Admin Code Secs. 81.172 – 81.175).



Deadline for custodian of election records or presiding judge of the early voting ballot board to retrieve provisional ballots from county voter registrar. (1 Tex. Admin. Code Secs. 81.172 – 81.176).

### **Saturday, November 14, 2020 (11th day after Election Day)**

Last day to post notice of governing authority's meeting to canvass returns of election if canvass is to take place on Tuesday, November 17, 2020 (14th day after election). This notice must be posted at least 72 hours before the scheduled time of the meeting. (Secs. 551.002; 551.041; 551.043, Texas Government Code).

### **Monday, November 16, 2020 (13th day after Election Day)**

Last day for **early voting ballot board** to convene to qualify and count:

1. any late **domestic** ballots (non-military) that bear a cancellation mark or receipt mark indicating they were placed for delivery by mail or common or contract carrier not later than 7:00 p.m. on Election Day, November 3, 2020, and were received not later than 5:00 p.m. on the first business day after Election Day, on Wednesday, November 4, 2020. (Secs. 86.007(a); 87.125(a)).
2. any late ballots that were submitted from **outside** the United States by voters who applied for the ballot using an ABBM or by non-military voters who applied for the ballot using an FPCA, and which were received by the 5th day after Election Day, Monday, November 9, 2020. (Secs. 87.125(a)); 86.007(d)).\*
3. any ballots received by the 6th day after Election Day, Monday, November 9, 2020, from voters who are members of the armed forces of the United States, or the spouse or a dependent of a member of the armed forces, members of the merchant marines of the United States, or the spouse or a dependent of a member of the merchant marine and who applied for a ballot using an FPCA. (Secs. 101.057; 87.125(a)).
4. any provisional ballots that have been reviewed by the voter registrar. (Sec. 65.051(a)).

**NOTE:** The deadline referenced above is extended to the next regular business day which is Monday, November 9, 2020 due to the 5th day falling on a Sunday. (Secs. 86.007(d-1)).

**NOTE:** Ballots that do not qualify under 1-3 above should be treated as ballots not timely returned and should not be delivered to the ballot board.

**NOTE:** The presiding judge of the EVBB shall mail a [Notice of Rejected Ballot \(PDF\)](#) to voters whose mail ballots were rejected no later than the 10th day after Election Day or as soon as practicable, depending on when the EVBB last convenes. (Sec. 87.0431).

**NOTE:** If the early voting ballot board needs to meet after this date, it will require a court order to do so.

The time the board reconvenes is set by the presiding judge of the early voting ballot board. (Secs. 86.007(d); 87.125).

### **Tuesday, November 17, 2020 (14th day after Election Day)**

Last day for official canvass of returns by governing authority of political subdivision. (Sec. 67.003).

**NOTE:** If a recount petition has been filed and a winning candidate's race is involved in the recount, the certificate of election cannot be issued for that race until the recount has been completed. (Secs. 67.016; 212.0331).

### **Saturday, November 21, 2020 (18th day after Election Day)**

First day that Governor may conduct the state canvass of the November General Election for state and county officers. (Sec. 67.012).

### **Tuesday, November 24, 2020 (21st day after Election Day)**

Last day to complete the partial manual count. (Sec. 127.201(a)).

**Monday, November 30, 2020 (27th day after Election Day; 13th day after last canvass)\***

Last day for the presiding judge of the early voting ballot board to mail [Notice of Outcome to Provisional Voter \(PDF\)](#) to provisional voters, if the canvass was held on Tuesday, November 17, 2020. Such notices must be delivered to provisional voters by the presiding judge no later than the 10th day after the local canvass. (65.059; 1 Tex. Admin. Code Sec. 81.176(e)).

**\*The deadlines referenced above are extended to the next regular business day which is Monday, November 30, 2020 due to the deadline falling on Friday, November 27, 2020 which falls on a holiday, Day After Thanksgiving. (Sec. 1.006).**

**December****Thursday, December 3, 2020 (30th day after Election Day)**

Last day to file **electronic** precinct-by-precinct returns with the Secretary of State. (Sec. 67.017).

**NEW LAW:** Local political subdivisions no longer have to submit this information to the Secretary of State. (S.B. 902, H.B. 1850, 86th Legislature, 2019; Sec. 67.017).

If a municipal officer-elect fails to qualify for office within 30 days after the date of the officer's election, the office is considered vacant. (Sec. 22.007, Local Government Code)

**Monday, December 7, 2020 (34th day after Election Day)**

Last day for the Governor to conduct the state canvass for the November General Election for state and county officers. Since the actual deadline (the 33rd day) falls on a Sunday, the deadline is moved to the next business day. (Secs. 1.006; 67.012).

**Friday, December 11, 2020 (38th day after Election Day)**

Last day of the period for mandatory office hours. See [entry](#) for Monday, September 14, 2020. (Sec. 31.122).

**January****Sunday, January 3, 2021 (61st day after Election Day)**

First day that contents of ballot box(es) may be transferred from locked ballot box to separate container for the remainder of the preservation period. (Sec. 66.058(b)).

**2020 - 2022****Sunday, September 4, 2022 (day after 22 months after November 3, 2020 Election Day)**

Contents of ballot box(es) may be destroyed **if** no contest or criminal investigation has arisen (Secs. 1.013; 66.058), and **IF** no open records request has been filed ([Tex. Att'y Gen. ORD-505 \(1988\)](#)).

**Note:** All election records must be preserved for 22 months from Election Day, even when there is no federal office on the ballot. (Sec. 66.058).

**Notable Exceptions:**

**Permanent Records:** Election results must be permanently-maintained in the election register. (Sec. 67.006).

**Note: Electronic Voting Systems:** See advisories on our website for preservation procedures for electronic voting systems.

**Friday, November 4, 2022 (day after Two Years after November 3, 2020 Election Day)**

**Note: Retention of Voter Registration List:** County voter registrar must maintain **copy** of each voter list prepared for each countywide election for 2 years (24 months) after Election Day. (Sec. 18.011).

**Note: Retention of Candidate Applications:** Candidate applications must be retained by the governing body for **two** years after date of election. (Sec. 141.036).

**Monday, November 4, 2024 (day after four years after November 3, 2020 Election Day)**

**Note on Retention of Voter Registration List:** County voter registrar must maintain **copy** of each voter list prepared for each presidential election for 4 years (48 months) after Election Day. (Sec. 18.011).

**CITY OF GONZALES, TEXAS  
CITY COUNCIL MEETING  
MINUTES –MAY 14, 2020**

The Regular Meeting of the City Council was held on **May 14, 2020** 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](http://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.*

*This meeting was closed to in person attendance by the public. A temporary suspension of certain provisions of the Open Meetings Act to allow telephone or videoconference public meetings was 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.*

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

**CALL TO ORDER AND INVOCATION**

Mayor Kacir called the meeting to order at 6:02 p.m. and a quorum was certified.

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
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
Dan Blakemore	Mayor Pro Tem/Council Member, District 4	Present in person

**STAFF PARTICIPATING:**

City Manager Tim Patek, Interim City Secretary Kristi Gilbert, Finance Director Laura Zella, Tourism Director Ashley Simper and Main Street Manager Barbara Friedrich.

**CITY EVENTS AND ANNOUNCEMENTS**

- Announcements of upcoming City Events
- Announcements and recognitions by the City Manager
- Announcements and recognitions by the Mayor

Mayor Kacir stated there was a meeting this morning with local officials on the outdoor graduation on May 29, 2020, formalizing details on other avenues to continue Q&A with the Mayor
- Recognition of actions by City employees

Mayor Kacir congratulated the City Manager Tim Patek and Street Supervisor Todd Remschel on getting the creek cleaned up.

- Recognition of actions by community volunteers

## HEARING OF RESIDENTS

Temporarily suspended as noted above.

## CONSENT AGENDA ITEMS

- 1.1 **Minutes** - Approval of the minutes for the March 25, 2020 Emergency Meeting and April 9, 2020 and Regular Meeting.
- 1.2 Discuss, Consider & Possible Action on **Resolution #2020-42** Authorizing the Designation of Mayor Connie Kacir, City Manager Tim Patek, and Finance Director Laura Zella as Authorized Signatories and Removing All Others for All Accounts in the City of Gonzales' Name with All Financial Institutions.

Councilmember Schroeder asked that Item 1.2 be pulled from the consent agenda.

### **ACTION: Item 1.1**

**APPROVED**

Mayor Pro Tem Blakemore moved approve the consent agenda Items 1.1 as presented. Councilmember O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

### **ACTION: Item 1.2**

**APPROVED**

Mayor Pro Tem Blakemore moved to approve **Resolution #2020-42** Authorizing the Designation of Mayor Connie Kacir, City Manager Tim Patek, and Finance Director Laura Zella as Authorized Signatories and Removing All Others for All Accounts in the City of Gonzales' Name with All Financial Institutions. Councilmember O'Neal seconded the motion.

Councilmember Schroeder asked who was being removed. Finance Director Laura Zella stated Kristina Vega would be removed from the primary accounts and Alan Barnes and Bobby Logan would be removed from a certificate of deposit with Randolph Brooks Federal Credit Union.

Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

## RESOLUTIONS AND COUNCIL ACTION

- 2.1 Discuss, Consider & Possible Action on **Resolution #2020-43** Denying AEP Texas Inc.'s Application to Amend its Distribution Cost Recover Factors to Increase Distribution Rates within the City.

### **ACTION: Item 2.1**

**APPROVED**

Councilmember O'Neal moved to approve **Resolution #2020-43** Denying AEP Texas Inc.'s Application to Amend its Distribution Cost Recover Factors to Increase Distribution Rates within the City. Mayor Pro Tem Blakemore seconded the motion.

Mayor Kacir asked staff to speak with Mr. Brocato with Lloyd Gosselink to have the option to opt out of contract extensions in the future.

Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.2 Discuss, Consider & Possible Action on **Resolution #2020-44** Authorizing the Expenditure in an Amount Not to Exceed \$100,800.00 for the Change Out of Electrical Poles.

**ACTION: Item 2.2**

**NO ACTION**

Mayor Kacir stated the item was going to be moved to a future Council agenda as staff was asked to further research the specifications.

- 2.3 Discuss, Consider & Possible Action authorizing the City Manager to determine if/when the Summer Youth would be available based on Governor's orders for the summer of 2020.

Mayor Kacir stated the Governor has not yet opened camps and has not provided direction. Mr. Patek stated the school was not going to be open during the summer as they were conducting classes online only due to COVID-19.

**ACTION: Item 2.3**

**APPROVED**

Mayor Pro Tem Blakemore moved to cancel the 2020 Summer Youth program would be available based on Governor's orders for the summer of 2020. Councilmember Schroeder seconded the motion.

Councilmember O'Neal stated the agenda item referenced authorizing the City Manager to determine if/when it would be canceled.

Mayor Pro Tem Blakemore moved to amend his motion authorizing the City Manager to determine if/when the Summer Youth would be available based on Governor's orders for the summer of 2020. Councilmember Schroeder seconded the amendment.

Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.4 Discuss, Consider & Possible Action authorizing the City Manager to determine if/when the swimming pool would be open based on Governor's orders for the summer of 2020.

Mayor Kacir stated the Governor provided direction on opening pools in early May at 25% capacity which would be 25 people. Mr. Patek referenced communication with Mr. Tetley, the individual responsible for training the lifeguards, expressing concerns with conducting training while practicing social distancing.

**ACTION: Item 2.4**

**APPROVED**

Councilmember O'Neal moved to authorize the City Manager to determine if and when the swimming pool would be open based on Governor's orders for the summer of 2020. Mayor Pro Tem Blakemore seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.5 Discuss, Consider & Possible Action on establishing a policy on the repayment of utility bills that have been extended due to COVID-19 and all future extensions.

Ms. Zella provided updated numbers with regard to outstanding balances. Ms. Zella stated staff had provided notices via phone calls, door hangers and email addresses when available.

**ACTION: Item 2.5**

**APPROVED**

Mayor Pro Tem Blakemore moved to direct staff to move forward with staff's recommendation as presented while continuing to work with customers that are working with staff. Councilmember O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.6 Discuss, Consider & Possible Action regarding Star Spangled Spectacular and Fireworks show scheduled for July 4, 2020.

Mayor Kacir stated there is no criteria provided by the Governor related to outdoor mass gatherings as of yet.

**ACTION: Item 2.6**

**APPROVED**

Mayor Pro Tem Blakemore moved to approve the Star Spangled Spectacular subject to the Governor's orders on mass gatherings. Councilmember Schroder seconded the motion.

Main Street Manager Barbara Friedrich asked if the Council would at least allow the fireworks show. Mayor Kacir indicated that is what the motion indicated.

Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.7 Discuss, Consider & Possible Action on the City's Fiscal Management Contingency Plan and the status of capital improvement projects.

Mayor Kacir stated she would like to see the capital projects move forward.

**ACTION: Item 2.7**

**APPROVED**

Mayor Pro Tem Blakemore moved to continue Level 2 of the Fiscal Management Contingency Plan until at least the June Council meeting and allow the capital improvement projects to move forward. Councilmember O'Neal seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.8 Discuss, Consider & Possible Action on a request by First United Methodist Church to use Confederate Square for drive-in church services on May 31, 2020 and June 28, 2020.

**ACTION: Item 2.8****APPROVED**

Councilmember O'Neal moved to authorize the use of the Confederate Square for drive-in church services on May 31, 2020 and June 28, 2020. Councilmember Schroeder seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.9 Discuss, Consider & Possible Action on a request by the Gonzales Chamber of Commerce and Agriculture to donate a portion of land located adjacent to 304 St. Louis Street to address an encroachment of the building owned by the Chamber on land in which the City of Gonzales is the owner of record.

Mayor Kacir stated she spoke with Daisy Scheske Freeman, Chamber Director, and indicated that it was not critical to get the answer today and asked to move to a future agenda.

**ACTION: Item 2.9****NO ACTION**

Mayor Kacir stated the item was going to be moved to a future Council agenda as there were a couple of options available that are being discussed with the City Engineer.

- 2.10 Discuss, Consider & Possible Action on **Resolution #2020-45** Authorizing the City Manager to execute a license agreement with H.C. Schmidt for an unopened street.

Mayor Kacir stated Ms. Fullilove had requested that an assignment would be allowed without Council approval. City Attorney Dan Santee stated he would not recommend more than a 30-year term on a license agreement and he recommended to keep the requirement that assignments must be approved by the City Council.

**ACTION: Item 2.10****APPROVED**

Mayor Pro Tem Blakemore moved to authorize the City Manager to negotiate a license agreement with H.C. Schmidt that is in the best interest of the city. Councilmember Schroeder seconded the motion. Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.11 Discuss, Consider & Possible Action on the Texas Junior High Rodeo Association's (TJHRA) request to conduct the TJHRA Finals event June 22 – June 27, 2020 at J.B. Wells in accordance with the Open Texas Phase 1 Guidelines for Outdoor Sports or other guidelines established by the Governor.

Mayor Kacir stated the Governor's office had not yet come out with guidelines that would address rodeos.

**ACTION: Item 2.11****APPROVED**

Councilmember O'Neal moved to approve the Texas Junior High Rodeo Association's (TJHRA) request to conduct the TJHRA Finals event June 22 – June 27, 2020 at J.B. Wells in accordance with the Open Texas Phase 1 Guidelines for Outdoor Sports or other guidelines established by the Governor. Mayor Pro Tem Blakemore seconded the motion.



Mr. Patek stated the high school rodeo will be hosted in June in Abilene on a modified basis and this request is similar.

Mayor Kacir called for a roll call vote. For: Unanimous. The motion passed 5 to 0.

- 2.12 Discuss, Consider & Possible Action on the City of Gonzales Code of Ethics and Conduct acknowledgements by appointed board, commission and committee members.

Mayor Kacir stated staff had followed up on all board members executing the Code of Ethics policy.

**ACTION: Item 2.12**

**ACCEPT RESIGNATIONS**

Councilmember Schroder moved to table discussion until the meeting is open to the public to allow for public comments. Mayor Kacir seconded the motion.

Councilmember Schroeder stated he would like to discuss the item when public comment is allowed.

Mayor Pro Tem Blakemore called for the vote. Mayor Kacir stated she was following the ordinance of the city.

Councilmember O'Neal asked why the item was on the agenda. Mayor Kacir stated it was adopted approximately seven months ago requiring the signature of employees and appointed officials. Mayor Kacir stated staff had worked to obtain signatures.

Mayor Kacir called for a roll call vote to table. For: Schroeder. Against: Schurig, O'Neal, Blakemore and Kacir. The motion fails 1 to 4.

Mayor Pro Tem Blakemore moved to proceed forward as the ordinance specifies and accept unsigned seats as resignation and advertise for the positions. Mayor Kacir seconded.

Councilmember Schroeder stated he was concerned about putting these requirements on volunteers of the city.

Mayor Kacir stated two individuals spoke against the ordinance in December 2019 with concerns that it would take away their right to speak for candidates of their choice.

Mayor Pro Tem Blakemore stated that part of the need to update the Code of Ethics from board members that felt the need that this be adopted.

Mayor Kacir stated she was appreciative of those that volunteer, but believes the ordinance should be followed.

Mayor Kacir called for a roll call vote to table. For: Blakemore, Kacir, Schurig, and O'Neal. Against: Schroeder. The motion passes 4 to 1.

## **STAFF/BOARD REPORTS:**

- 3.1 Financial Report for the Month of April 2020
- 3.2 City Manager, Tim Patek updated the City Council on the Jim Price Clean-Up will be held on August 1, 2020, the hydro plant generator #2 is out of commission and is being repaired, the old library building has been removed and the property has been seeded and the status of GEDC grants 42 applicants that had been approved with 10 applications pending additional information and two under review.

## **CONVENE INTO CLOSED SESSION:**

The Council convened into executive session at 7:43 p.m.

PURSUANT TO TEXAS GOVERNMENT CODE, ANNOTATED, CHAPTER 551, SUBCHAPTER D:

- 4.1 (a) 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:
1. In Re Estate of J. B. Wells litigation
  2. Patricia Bennett and Gloria Knight v. City of Gonzales, Texas Cause No. 27,500
  3. A Guerra Enterprise LLC D/B/A Holiday Inn Express & Suites Cause No. 27,591
- (b) Pursuant to Section 551.074 of the Texas Government Code, the City of Gonzales will meet in closed session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
1. City Secretary

## **RETURN TO OPEN SESSION**

Reconvene into Open Meeting at 9:00 p.m.

- 5.1 Discuss and Consider any Action Resulting from Closed Session as Necessary
- 5.2 Discuss, Consider & Possible Action on **Resolution #2020-46** Authorizing the City Manager to defer all hotel occupancy tax payments for the second quarter of FY2019-2020 (January, February, March) for a minimum of 90 days, with penalties waived, based on the recommendation from the Gonzales Convention and Visitor’s Bureau.

### **ACTION: Item 5.2**

Mayor Pro Tem Blakemore asked to table the item until June to further evaluate and explore other programs that may work better within the statutes. Mayor Kacir asked that the item be moved to a future agenda and request that staff pursue additional programs that HOT funds can be used for.

### **NO ACTION**

Tourism Director Ashley Simper briefed the City Council on the request.

#### **CITY COUNCIL REQUESTS AND ANNOUNCEMENTS**

- Requests by Mayor and Councilmembers for items on a future City Council agenda
  - Council Member Schroeder asked for discussion on the upcoming election postponed to November
- 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 a second by Mayor Pro Tem Blakemore, the meeting was adjourned at 9:20 p.m.

Approved this 11<sup>th</sup> day of June 2020.

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Connie Kacir, Mayor

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Kristi Gilbert, Interim City Secretary

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider and Possible Action  
Approving Ordinance #2020-48 Appointing  
Crystal Cedillo, Gonzales County Tax  
Assessor-Collector, as the Individual to  
Calculate and Prepare the 2020 No-New  
Revenue and Voter-Approval Tax Rate  
Calculations for the City of Gonzales

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Ordinance

### **BACKGROUND:**

Annually, the City of Gonzales appoints Crystal Cedillo, Tax Assessor-Collector as the individual to calculate and prepare the 2020 No-New Revenue and Voter-Approval Tax Rate Calculations 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 2020 tax year.

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this ordinance.

## **ORDINANCE NO. 2020-48**

**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 2020 NO-NEW REVENUE AND VOTER-APPROVAL TAX RATE CALCULATIONS 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 2020 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 11<sup>th</sup> day of June, 2020.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristi Gilbert, Interim 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](http://www.co.gonzales.tx.us)  
[tac@co.gonzales.tx.us](mailto:tac@co.gonzales.tx.us)

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May 5, 2020

To: City of Gonzales

Re: 2020 No-New Revenue & Voter-Approval Tax Rate Calculations

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It will soon be time for the 2020 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 2020 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 #2020-48** Authorizing the City Manager to Execute an Agreement for Engineering Services for the Texas General Land Office Community Development Block Grant Disaster Recovery Program.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Consent Item

### **BACKGROUND:**

In August of 2017, the City of Gonzales suffered damage to wastewater lines as a result of Hurricane Harvey. The State of Texas General Land Office (GLO) through the Golden Crescent Council of Governments allocated \$852,300 in CDBG – DR (Disaster Recovery Funding) to the City of Gonzales for infrastructure improvements as a result of disaster declaration DR-4332-2017. Public comment was taken on this application from July 1, 2019 – July 31, 2019 and any comments and responses are incorporated into the grant application. The grant application was due to the General Land Office by August 31, 2019. At the December 12, 2019, the City Council amended the resolution authorizing the application to include the dollar amount of the city's contribution, which is \$69,756.00 out of the Wastewater Department.

On February 10, 2020, the City was awarded the CDBG-DR grant through the GLO. In order to move forward with the project it is necessary to execute a contract for grant administration services.

Agenda items 2.3 through 2.5 and 3.3 are required as part of the grant award process.

### **POLICY CONSIDERATIONS:**

This is consistent with current policy.

### **FISCAL IMPACT:**

See information included in background statement.

### **ATTACHMENTS:**

Resolution and Associated Contract

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this Resolution.

## **RESOLUTION NO. 2020-48**

**A RESOLUTION OF THE CITY OF GONZALES, TEXAS, APPROVING AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICE FOR THE TEXAS GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRAND DISASTER RECOVERY PROGRAM PROJECT; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS**, the City of Gonzales has received Community Development Block Grant Disaster Recovery (CDBG-DR) award through the Texas General Land Office (GLO) to provide wastewater line improvements under Contract No. 20-065-075-C203; and

**WHEREAS**, the City of Gonzales finds that entering into an agreement for engineering services with Doucet and Associates is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

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

**Section 2.** The City Council of the City of Gonzales hereby authorizes the City Manager to execute an agreement for engineering services with Doucet and Associates attached as Exhibit "A".

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

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

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

**Section 6.** That 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 7.** This Resolution shall be effective upon its approval.

**Section 8.** This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 11<sup>th</sup> day of June, 2020.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristi Gilbert, Interim City Secretary

**PROFESSIONAL ENGINEERING SERVICES FOR  
NON-HOUSING PROJECTS  
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CONTRACT NO. 20-065-075-C203**

THE City of Gonzales (the “Subrecipient”) and Doucet and Associates, Tax Identification Number 74-2638150 (“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract for professional engineering services (the “Contract”) pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds, administered by the Texas General Land Office (“GLO”) for damage sustained from Hurricane Harvey and

WHEREAS, the CDBG-DR program is funded under the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Requirements Act, 2017, Pub. L. No. 115-56, enacted on September 8, 2017.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

**I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION**

**1.01 DEFINITIONS**

“[Activity](#)” means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“[Administrative and Audit Regulations](#)” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee’s with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts. “[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“[Benchmark](#)” or “[Billing Milestone](#)” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“[CDBG—DR](#)” means the Community Development Block Grant—Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “Generally Accepted Accounting Principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-DR program grant.

“Performance Statement” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

“Project” means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.



[“Project Completion Report”](#) means a report containing an “as built” accounting of all projects completed under a CDBG-DR non-housing grant and containing all information required to completely close out a grant file.

[“Project Implementation Manual”](#) means a set of guidelines for the CDBG-DR Program, incorporated herein by reference for all purposes in its entirety.

[“Project Period”](#) means the stated time for completion of a Project assigned by Work Order, if any.

[“Prompt Pay Act”](#) means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

[“Provider”](#) means Doucet and Associates, selected to provide the services under this Contract, if any.

[“Public Information Act”](#) means Chapter 552 of the Texas Government Code.

[“Quarterly Report”](#) means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

[“RFQ”](#) means the Subrecipient’s Request for Qualifications: Engineering Services for the City of Gonzales, as defined below.

[“Scope of Work”](#) means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

[“Solicitation”](#) means Subrecipient’s Request for Qualifications: Engineering Services for the City of Gonzales, including any Addenda.

[“Solicitation Response”](#) means Provider’s full and complete response to the Solicitation, including any Addenda.

[“State of Texas \*TexTravel\*”](#) means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

[“Subcontractor”](#) means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

[“Subrecipient”](#) means the City of Gonzales, a local governmental body or political subdivision that receives funds under HUD’s CDBG—DR Program for non-housing projects.

[“Subrecipient Agreement”](#) means the contractual agreement for a CDBG-DR non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

[“Technical Guidance Letter or ‘TGL’”](#) means an instruction, clarification, or interpretation of the requirements of the CDBG-DR Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

## **1.02 INTERPRETIVE PROVISIONS**

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract; Solicitation Documents; and Provider’s Response to Solicitation.

### 1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for disaster recovery projects in the City of Gonzales, Gonzales County, Texas, as authorized under GLO Contract No. 20-065-075-C203 ("Subrecipient's Contract"), as may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as Attachment C ("the Project").

Provider is responsible for obtaining Subrecipient's most current performance statement and Implementation Schedule, Budget ("Subrecipient's Documents"), and any other documentation which may be required to accomplish the Project that is the subject of this Work Order. Such documents are incorporated herein by reference in their entirety for all purposes.

**No work may begin and no charges may be incurred prior to the effective date of Subrecipient's Contract and/or Amendment, to which this Work Order is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient's Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services. Document status may be confirmed through the GLO. Provider may obtain GLO contact information from the Subrecipient.**

### 1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

#### **QUARTERLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:**

**QUARTERLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS.** It is incumbent upon Provider to facilitate the submission of each Quarterly Report in a timely manner. Each Quarterly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Quarterly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Quarterly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than quarterly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

**Reimbursement may be withheld if a Quarterly Report is delinquent or deficient, in the sole discretion of the GLO.**

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachment A** of this Work Order and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

**FINAL DOCUMENTATION:** By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration firm, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, as built report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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## **II. TERM**

### **2.01 DURATION**

This Contract shall be effective as of the date signed by the last party, and shall terminate on [REDACTED]. The Subrecipient, at its own discretion, may extend any contract awarded pursuant to the Solicitation for up to [REDACTED] ( ) additional [REDACTED] ( ) year terms or until the time the grant funding expires, whichever comes first. Any extension will be subject to terms and conditions mutually agreeable to both parties.

### **2.02 EARLY TERMINATION**

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

### **2.03 ABANDONMENT OR DEFAULT**

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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### III. CONSIDERATION

#### **3.01 CONTRACT LIMIT, FEES, AND EXPENSES**

Provider will be compensated on a negotiated fee basis, for a not to exceed amount of **One Hundred and Three Thousand Three Hundred and Forty-Six DOLLARS and 00/100 (\$103,346.00)**, reimbursable in increments as shown in the Benchmarks in **Attachment C** for the type of work to be performed. The Professional Engineering Services Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

**The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.**

**Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.**

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Quarterly Report required, as discussed in **SECTION 1.04**, above.

**At a minimum, invoices must clearly reflect:**

- (a) Provider's Contract Number;
- (b) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (c) the current amount being billed;
- (d) the cumulative amount billed previously;
- (e) the balance remaining to be billed; and
- (f) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within

the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Subrecipient.

**NOTICE TO PROVIDER:**

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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#### **IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES**

##### **4.01 PERFORMANCE WARRANTY**

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

##### **4.02 GENERAL AFFIRMATIONS**

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

##### **4.03 FEDERAL ASSURANCES**

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

##### **4.04 FEDERAL CERTIFICATIONS**

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

**In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.**

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## **V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT**

### **5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated under Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, Public Law (115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricane Harvey, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

### **5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

### **5.03 RECAPTURE OF FUNDS**

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

#### **5.04 OVERPAYMENT**

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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## **VI. OWNERSHIP**

### **6.01 OWNERSHIP AND THIRD PARTY RELIANCE**

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the “Work Product”). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO’s use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider’s obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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## **VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS**

### **7.01 BOOKS AND RECORDS**

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

### **7.02 INSPECTION AND AUDIT**

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

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### **7.03 PERIOD OF RETENTION**

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

### **7.04 CONFIDENTIALITY**

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

### **7.05 PUBLIC RECORDS**

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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## **VIII. MISCELLANEOUS PROVISIONS**

### **8.01 INSURANCE**

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

### **8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE**

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER



MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### **8.03 LEGAL OBLIGATIONS**

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

### **8.04 INDEMNITY**

**EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:**

- **THIS CONTRACT;**
- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

**PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.**

### **8.05 ASSIGNMENT AND SUBCONTRACTS**

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

#### **8.06 RELATIONSHIP OF THE PARTIES**

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

#### **8.07 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

#### **8.08 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**Subrecipient City of Gonzales**  
820 St. Joseph Street  
Gonzales, TX. 78629  
Attention: Tim Patek, City  
Manager

**Provider:**

**Doucet and Associates 7401**

W. Hwy 71 Ste B160

Austin, TX. 78735

Attention: Keith Schauer

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

**8.10 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in **Gonzales** County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

**8.11 SEVERABILITY**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**8.12 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

**8.13 DISPUTE RESOLUTION**

**[Local Government Entity to Complete]**

#### **8.14 ENTIRE CONTRACT AND MODIFICATION**

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

#### **8.15 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

#### **8.16 THIRD-PARTY BENEFICIARY**

The Parties agree that the GLO, as the administrator of the CDBG-DR program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

#### **8.17 PROPER AUTHORITY**

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

**SIGNATURE PAGE FOLLOWS**

**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Doucet and Associates			



## CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

### LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

NAME OF APPLICANT

Doucet and Associates

AWARD NUMBER AND/OR PROJECT NAME

20-065-075-C203

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**THIS FORM MUST BE EXECUTED**

June 11, 2020 Council Packet 85 of 380



## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### **GENERAL AFFIRMATIONS**

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to [tracey.hall@glo.texas.gov](mailto:tracey.hall@glo.texas.gov).

**NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **Attachment C - Engineering Performance Statement**

### **GLO Contract No. 20-065-075-C203**

#### **General Requirements**

- a) Coordinate, as necessary, between City of Gonzales and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- b) Provide monthly project status updates.
- c) Funding release will be based on deliverables identified in the contract.

#### **Initial Engineering and Design Support**

Provide all the Engineering services described below:

- d) Provide all project information necessary to ensure timely execution of the environmental review.
- e) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - Cross sections/elevations
  - Project layout/staging areas
  - General notes
    - o Special notes
    - o Design details
    - o Specifications
    - o Utility relocation designs
    - o Construction limits, including environmentally sensitive areas that should be avoided during construction
    - o Required permits
    - o Quantities
    - o Estimate of construction costs to within +/- 25%
    - o Schedules for design, permitting, acquisition and construction
- a) Design surveying, topographic and utility mapping.
- b) Perform subsurface explorations for project sites, as necessary.
- c) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- d) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the City of Gonzales.
- e) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- f) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- g) Prepare plans and profiles, including vertical design information for the selected alternative.

- h) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- i) Support City of Gonzales with acquisition or property/servitudes/right-of- way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- j) Provide project schedules from inception to completion in format approved by the City of Gonzales based on GLO guidance.

### **Engineering and Final Design Support**

Provide all the Engineering services described below as they relate to final design support:

- a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
  - o Cross sections/elevations
  - o Project layout/staging areas
  - o General notes
  - o Special notes
  - o Design details
  - o Specifications
  - o Utility relocation designs
  - o Construction limits, including environmentally sensitive areas that should be avoided during construction
  - o Required permits
  - o Quantities
  - o Estimate of construction costs to within +/- 20%
  - o Schedules for design, permitting, acquisition and construction
- b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the City of Gonzales, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- e) Assist the City of Gonzales and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

### **Bid and Award Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to construction bid and award support.

- a) Submit appropriate items and support City of Gonzales in the development of complete bid package.
- b) Prepare and assist City of Gonzales in the advertisements for bid solicitation.



- c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d) Attend and support City of Gonzales at pre-bid conference and bid opening.
- e) Support City of Gonzales with ongoing communication during bid process.
- f) Support City of Gonzales to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g) Support City of Gonzales to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and city requirements.
- h) Support City of Gonzales in the conducting of a preconstruction conference.

### **Contract Management and Construction Oversight**

Provide all the Engineering services described below as they relate to contract management and construction oversight.

- a) Ensure delivery of City of Gonzales project in accordance with contract.
- b) Provide ongoing Construction Oversight Reports detailing the status of construction for City of Gonzales project.
- c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to City of Gonzales.
- d) Provide periodic and final inspections and tests reports, as required for the project.
- e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or City of Gonzales.
- f) Review Construction Change Orders and provide recommendation to City of Gonzales as to appropriate action.
- g) Review invoice/draw requests and provide recommendation to City of Gonzales as to appropriate action, in compliance with the construction contract documents.
- h) Obtain independent cost estimates for validation purposes, as required.
- i) Review and respond to requests for information/clarification.
- j) Support City of Gonzales with issue identification and claims resolutions.
- k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- l) Develop a final "as built" report of quantities, drawings, and specifications.
- m) Issue to the City of Gonzales, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- n) Deliver "as-built" drawings to the City of Gonzales within 30 days of project completion.
- o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- p) Perform other contract management and construction oversight duties as required to ensure success of the City of Gonzales project.
- q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- r) Submit all final invoices within 60 days after contract or work order expiration.

### **Specialized Services**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- a) Provide Geotechnical Investigations as may be required for a project.



- b) Provide Detailed Surveying as may be required for a project.
- c) Provide Site Specific Testing as may be required for a project.
- d) Provide Archeological Studies as may be required for a project.
- e) Provide Planning Studies as may be required for a project.
- f) Provide Feasibility Studies as may be required for a project.
- g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).

### BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Construction/Reconstruction of Sewer Lines or Systems	\$852,300.00	\$69,756.00 <sup>1</sup>	\$922,056.00
<b>TOTAL</b>	<b>\$852,300.00</b>	<b>\$69,756.00<sup>1</sup></b>	<b>\$922,056.00</b>

<sup>1</sup> CITY OF GONZALES GENERAL FUND, TO BE USED TOWARD CONSTRUCTION

### MILESTONES

	Not-To-Exceed Draw Percentages					
Milestones	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/ COCC/FWCR	100%	100%	95%			
Grant Completion Report Approval			100%			

## NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

### GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act of 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery; and

**Guidance Documents:** The Texas General Land Office's (GLO) Community Development and Revitalization (CDR) Guidance for Hurricane Harvey.

### CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

#### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

#### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

#### **GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

#### **LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

#### **HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

### **AIR QUALITY**

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

### **HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Subrecipient, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Subrecipient notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the Subrecipient shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the Subrecipient and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the Subrecipient shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the Subrecipient to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The Subrecipient's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the Subrecipient with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Subrecipient to evidence the endorsement of the Subrecipient as an additional insured on all policies, and the certificate(s) must reference the related Subrecipient Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days prior



written notice to the Subrecipient, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Subrecipient reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the Subrecipient alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

**INSURANCE REQUIRED:**

**Insert City insurance requirements**

**NOTE:** Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted the Subrecipient;
- (b) **prominently display "Subrecipient Contract No. 20-065-075-C203 City of Gonzales and the** General Land Office as an additional insured.

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

**REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE**



Contract No. \*\*\*\*\*

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<div>Required form of Insurance</div>	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/>						E.L. EACH ACCIDENT \$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on **Resolution #2020-48** Authorizing the City Manager to Execute an Agreement for Grant Administration Services for the Texas General Land Office Community Development Block Grant Disaster Recovery Program.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Consent Item

### **BACKGROUND:**

In August of 2017, the City of Gonzales suffered damage to wastewater lines as a result of Hurricane Harvey. The State of Texas General Land Office (GLO) through the Golden Crescent Council of Governments allocated \$852,300 in CDBG – DR (Disaster Recovery Funding) to the City of Gonzales for infrastructure improvements as a result of disaster declaration DR-4332-2017. Public comment was taken on this application from July 1, 2019 – July 31, 2019 and any comments and responses are incorporated into the grant application. The grant application was due to the General Land Office by August 31, 2019. At the December 12, 2019, the City Council amended the resolution authorizing the application to include the dollar amount of the city's contribution, which is \$69,756.00 out of the Wastewater Department.

On February 10, 2020, the City was awarded the CDBG-DR grant through the GLO. In order to move forward with the project it is necessary to execute a contract for grant administration services.

Agenda items 2.3 through 2.5 and 3.3 are required as part of the grant award process.

### **POLICY CONSIDERATIONS:**

This is consistent with current policy.

### **FISCAL IMPACT:**

See information included in background statement.

### **ATTACHMENTS:**

Resolution and Associated Contract

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this Resolution.

## **RESOLUTION NO. 2020-48**

**A RESOLUTION OF THE CITY OF GONZALES, TEXAS, APPROVING AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR THE TEXAS GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRAND DISASTER RECOVERY PROGRAM PROJECT; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS**, the City of Gonzales has received Community Development Block Grant Disaster Recovery (CDBG-DR) award through the Texas General Land Office (GLO) to provide wastewater line improvements under Contract No. 20-065-075-C203; and

**WHEREAS**, the City of Gonzales finds that entering into an agreement for grant administration services with JET Development LLC is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

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

**Section 2.** The City Council of the City of Gonzales hereby authorizes the City Manager to execute an agreement for grant administration services with JET Development LLC attached as Exhibit "A".

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

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

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

**Section 6.** That 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 7.** This Resolution shall be effective upon its approval.

**Section 8.** This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 11<sup>th</sup> day of June, 2020.**

---

Mayor, Connie L. Kacir

ATTEST:

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Kristi Gilbert, Interim City Secretary

**GRANT ADMINISTRATION SERVICES FOR  
NON-HOUSING PROJECTS  
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CONTRACT NO. 20-065-075-C203**

THE City of Gonzales (the “Subrecipient”) and JET Development LLC, Tax Identification Number 38-3821625 (“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract for grant administration services (the “Contract”) pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds, administered by the Texas General Land Office (“GLO”) for damage sustained from Hurricane Harvey; and

WHEREAS, the CDBG-DR program is funded under the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Requirements Act, 2017, Pub. L. No. 115-56, enacted on September 8, 2017.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

**I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION**

**1.01 DEFINITIONS**

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee’s with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts.

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Amendment” means a written agreement, signed by the parties hereto, which documents alterations to the Contract.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—DR” means the Community Development Block Grant—Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” means a document submitted by an engineer or, if none, a construction contractor, to a Grantee which, when executed by the Grantee, indicates acceptance of the non-housing project, as built.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form =.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Final Inspection Report” means the document submitted by the housing contractor to a Subrecipient under a CDBG-DR Housing grant contract, indicating the completed construction of one Housing Unit.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “Generally Accepted Accounting Principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“GLO-Vendor Contract” means the contract or contracts between the GLO and Provider procured through the Solicitation; such GLO-Vendor Contract is hereby incorporated herein by reference, for all purposes.

“Grant Administration Fee” means the amount to be paid to Provider for all services performed for a Subrecipient.

“Housing” refers to a project involving home repair, home reconstruction, and new home construction; including housing for single-family and multi-family rental units under a CDBG-DR program grant.

“Housing Unit” means one house, or one multi-family rental unit.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-DR program grant.

“Performance Statement” means Provider’s detailed scope of work hereby incorporated for all purposes as Attachment C.

“Project” means the grant administration services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-DR non-housing or housing grant, and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-DR Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means JET Development LLC, selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Quarterly Report” means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

“RFQ” means the Subrecipient’s Request for Qualifications for Grant Writing and Administration Services, or the Solicitation, as defined below.

“Setup” means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.



“Solicitation” means Subrecipient’s Request for Qualifications for Grant Writing and Administration Services, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“State of Texas *TexTravel*” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient” means the City of Gonzales, a local governmental body or political subdivision that receives funds under HUD’s CDBG—DR Program for housing projects. Any Work Order issued for services to a recipient of a housing grant shall refer to “Subrecipient” as the party served.

“Subrecipient Agreement” means the contractual agreement for a CDBG-DR housing or non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-DR Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

“Weekly Report” means a document submitted weekly by a Subrecipient showing the status of all housing projects, both completed and remaining, and any other information as may be required by the GLO.

## **1.02 INTERPRETIVE PROVISIONS**

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract; Solicitation Documents; and Provider’s Response to Solicitation.

### **1.03 PROJECT**

Provider shall perform, or cause to be performed at the direction of the Subrecipient, in assistance to Subrecipient, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in areas affected by Hurricane Harvey under the CDBG—DR Program. Provider will assist the Subrecipient in fulfilling State and Federal CDBG-DR statutory responsibilities related to recovery from Hurricane Harvey including, but not limited to, performing grant administration services for non-housing and/or housing projects. Grant administrative services must be performed in compliance with (i) HUD requirements, (ii) the Non-Exclusive List of Laws, Rules, and Regulations in **Attachment D**; (iii) this Contract and all Attachments, including Provider’s Performance Statement, **Attachment C**; (iv) any Amendments to this Contract; (v) any Technical Guidance Letter, program requirements, or program guidance that may be issued by the GLO; (vi) and (viii) Provider’s full and complete response to the RFQ (“the Project”).

Provider shall be responsible at all times for maintaining close oversight of approved projects and record-keeping including, but not limited to, obtaining and maintaining, through Provider’s own efforts, the Subrecipient’s current Performance Statement / Implementation Schedule, and Budget, including Revisions approved and Technical Guidance Letters issued by the GLO; and any other information that may be required for the satisfactory performance by Provider of the services herein described or assigned under a Work Order, as discussed below.

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#### **1.04 REPORTING REQUIREMENTS**

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

##### **WEEKLY REPORTS – APPLICABLE TO HOUSING PROJECTS ONLY:**

Provider submit to the Subrecipient a Weekly Report containing all information as required by the GLO under the Subrecipient Agreement including, but not limited to, the number of Housing Units completed and the number of Housing Units remaining to be completed.

##### **QUARTERLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:**

**QUARTERLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS.** It is incumbent upon Provider to facilitate the submission of each Quarterly Report in a timely manner. Each Quarterly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Quarterly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Quarterly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than quarterly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

**Reimbursement may be withheld if a Quarterly Report is delinquent or deficient, in the sole discretion of the GLO.**

##### **PROJECT COMPLETION REPORTS:**

**NON-HOUSING SERVICES:** Provider shall prepare and submit to the Subrecipient a draft Project Completion Report (PCR) by the close of business no later than thirty (30) days from Provider's receipt of the fully executed final Certificate of Construction Completion ("COCC"). Provider shall then cooperate with the Subrecipient to submit the final, signed, PCR to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the fully executed final COCC. The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all Subrecipient projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

**HOUSING SERVICES:** Provider shall prepare and submit to the Subrecipient a draft PCR by the close of business no later than thirty (30) days from Provider's receipt of the last Final Inspection Report, which indicates that all Housing Units approved in Subrecipient's grant have been completed. Provider shall then cooperate with the Subrecipient to submit a final, signed, PCR to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the last Final Inspection Report. The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all Subrecipient projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

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## **II. TERM**

### **2.01 DURATION**

This Contract shall be effective as of the date signed by the last party, and shall terminate on \_\_\_\_\_. The Subrecipient, at its own discretion, may extend any contract awarded pursuant to the Solicitation for up to \_\_\_\_\_ ( ) additional \_\_\_\_\_ ( ) year terms or until the time the grant funding expires, whichever comes first. Any extension will be subject to terms and conditions mutually agreeable to both parties.

### **2.02 EARLY TERMINATION**

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

### **2.03 ABANDONMENT OR DEFAULT**

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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### III. CONSIDERATION

#### **3.01 CONTRACT LIMIT, FEES, AND EXPENSES**

Provider will be compensated on a negotiated fee basis, for a not to exceed amount of Thirty Thousand and 00/100 **DOLLARS (\$30,000.00)**, reimbursable in increments as shown in the Benchmarks in **Attachment C** for the type of work to be performed. The Grant Administration Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act Tex. Govt. Code Ch. 2251.

**The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.**

**Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.**

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Quarterly Report required, as discussed in **SECTION 1.04**, above.

**At a minimum, invoices must clearly reflect:**

- (a) Provider's Contract Number;
- (b) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (c) the current amount being billed;
- (d) the cumulative amount billed previously;
- (e) the balance remaining to be billed; and
- (f) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTravel*. If a rate within

the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Subrecipient.

**NOTICE TO PROVIDER:**

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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#### **IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES**

##### **4.01 PERFORMANCE WARRANTY**

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

##### **4.02 GENERAL AFFIRMATIONS**

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

##### **4.03 FEDERAL ASSURANCES**

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

##### **4.04 FEDERAL CERTIFICATIONS**

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

**In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment C.**

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## **V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT**

### **5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated under Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, Public Law (115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for
- (b) ~~non-compliance.~~ **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

### **5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

### **5.03 RECAPTURE OF FUNDS**

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

#### **5.04 OVERPAYMENT**

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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## **VI. OWNERSHIP**

### **6.01 OWNERSHIP AND THIRD PARTY RELIANCE**

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the “Work Product”). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO’s use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider’s obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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## **VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS**

### **7.01 BOOKS AND RECORDS**

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

### **7.02 INSPECTION AND AUDIT**

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

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### **7.03 PERIOD OF RETENTION**

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

### **7.04 CONFIDENTIALITY**

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

### **7.05 PUBLIC RECORDS**

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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## **VIII. MISCELLANEOUS PROVISIONS**

### **8.01 INSURANCE**

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

### **8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE**

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER



MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### **8.03 LEGAL OBLIGATIONS**

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

### **8.04 INDEMNITY**

**EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:**

- **THIS CONTRACT;**
- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

**PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.**

### **8.05 ASSIGNMENT AND SUBCONTRACTS**

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

#### **8.06 RELATIONSHIP OF THE PARTIES**

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

#### **8.07 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

#### **8.08 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

**Subrecipient City of Gonzales**  
820 St. Joseph Street  
Gonzales, TX 78629  
Attention: Tim Patek, City Manager

**Provider JET Development LLC**  
2149 Pembroke Place  
Denton, TX. 76205  
Attention: Janay Ticken

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

#### **8.10 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Gonzales County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

#### **8.11 SEVERABILITY**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

#### **8.12 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

#### **8.13 DISPUTE RESOLUTION**

[Local Government Entity to Complete]

#### **8.14 ENTIRE CONTRACT AND MODIFICATION**

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

#### **8.15 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

#### **8.16 THIRD-PARTY BENEFICIARY**

The Parties agree that the GLO, as the administrator of the CDBG-DR program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

#### **8.17 PROPER AUTHORITY**

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

**SIGNATURE PAGE FOLLOWS**

**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE  Principal	
APPLICANT ORGANIZATION  JET Development LLC		DATE SUBMITTED



## CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

### LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

JET Development LLC

AWARD NUMBER AND/OR PROJECT NAME

20-065-075-C203

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Janay E. Ticken

SIGNATURE

DATE

THIS FORM MUST BE EXECUTED

June 11, 2020 Council Packet 129 of 380

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS**



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### **GENERAL AFFIRMATIONS**

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to [tracey.hall@glo.texas.gov](mailto:tracey.hall@glo.texas.gov).

**NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.**

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## **Attachment C - Grant Administration Performance Statement**

### **GLO Contract No. 20-065-075-C203**

Technical Assistance and Program Administration - services shall include, but not be limited to:

- Grant application assistance
- Coordinating the required environmental review(s)
- Coordinating with funding agencies
- Developing and administering agency contract(s)
- Requesting, tracking and managing program funds in compliance with program guidelines developing required public record systems
- Coordinating the preparation and submission of required reports
- Preparing for and assisting with agency audits and site visits
- Insuring Davis-Bacon management and record-keeping requirements are met
- Identifying Uniform Relocation Act compliance issues when required
- Managing any bid/contract

### BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Construction/Reconstruction of Sewer Lines or Systems	\$852,300.00	\$69,756.00 <sup>1</sup>	\$922,056.00
<b>TOTAL</b>	<b>\$852,300.00</b>	<b>\$69,756.00<sup>1</sup></b>	<b>\$922,056.00</b>

<sup>1</sup> CITY OF GONZALES GENERAL FUND, TO BE USED TOWARD CONSTRUCTION

### MILESTONES

	Not-To-Exceed Draw Percentages					
Milestones	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/ COCC/FWCR	100%	100%	95%			
Grant Completion Report Approval			100%			

## NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

### GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, Public Law (115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery; and

**Guidance Documents:** The Texas General Land Office's (GLO) Community Development and Revitalization (CDR) Guidance for Hurricane Harvey.

### CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

#### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

#### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

#### **GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

#### **LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

#### **HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.



### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

### **AIR QUALITY**

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

### **FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

### **HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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## REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Subrecipient, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Subrecipient notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the Subrecipient shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the Subrecipient and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the Subrecipient shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the Subrecipient to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The Subrecipient's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the Subrecipient with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Subrecipient to evidence the endorsement of the Subrecipient as an additional insured on all policies, and the certificate(s) must reference the related Subrecipient Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days prior

written notice to the Subrecipient, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Subrecipient reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the Subrecipient alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

**INSURANCE REQUIRED:**

**Insert City insurance requirements**

**NOTE:** Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

- (a) be submitted the Subrecipient;
- (b) **prominently display "Subrecipient Contract No. 20-065-075-C203"**
- (c) The City of Gonzales and the General Land Office as an additional insured

Failure to submit required insurance forms as instructed may significantly delay the start of work under the Contract.

**REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE**



Contract No. \*\*\*\*\*

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<div>Required form of Insurance</div>	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A <input type="checkbox"/>						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on  
**Resolution #2020-49** Approving Amendments  
to the Gonzales Police Department Use of  
Force Policy.

**DATE: June 11, 20120**

### **TYPE AGENDA ITEM:**

Consent Item

### **BACKGROUND:**

The Use of Force Policy established by the Gonzales Police Department is part of the General Orders for the Department and has been in place for several decades and are amended regularly. However, an amendment to the Use of Force Policy was necessary to meet the requirements of the CDBG-DR grant which requires approval by the City Council.

In August of 2017, the City of Gonzales suffered damage to wastewater lines as a result of Hurricane Harvey. The State of Texas General Land Office (GLO) through the Golden Crescent Council of Governments allocated \$852,300 in CDBG – DR (Disaster Recovery Funding) to the City of Gonzales for infrastructure improvements as a result of disaster declaration DR-4332-2017. Public comment was taken on this application from July 1, 2019 – July 31, 2019 and any comments and responses are incorporated into the grant application. The grant application was due to the General Land Office by August 31, 2019. At the December 12, 2019, the City Council amended the resolution authorizing the application to include the dollar amount of the city's contribution, which is \$69,756.00 out of the Wastewater Department.

On February 10, 2020, the City was awarded the CDBG-DR grant through the GLO.

Agenda items 2.3 through 2.5 and 3.3 are required as part of the grant award process.

### **POLICY CONSIDERATIONS:**

This is consistent with current policy.

### **FISCAL IMPACT:**

N/A

### **ATTACHMENTS:**

Resolution and Associated Policy Amendment

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this Resolution.

## **RESOLUTION NO. 2020-49**

**A RESOLUTION OF THE CITY OF GONZALES, TEXAS, APPROVING AMENDMENTS TO THE GONZALES POLICE DEPARTMENT GENERAL ORDERS USE OF FORCE POLICY TO INCLUDE CERTAIN CIVIL RIGHTS PROVISIONS; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS,** the City of Gonzales has received Community Development Block Grant Disaster Recovery (CDBG-DR) award through the Texas General Land Office (GLO) to provide wastewater line improvements; and

**WHEREAS,** the City of Gonzales affirms that it does not discriminate in the provision of any program based on the race, color, national origin, age, religion, gender, handicap status, veteran status, or any other protected status, of any individual; and

**WHEREAS,** the City of Gonzales has adopted a Citizen Participation Plan for soliciting and receiving resident input on federally assisted programs of which the Use of Force Policy is a part; and

**WHEREAS,** has amended its “Use of Force Policy” (attached as Exhibit “A”) providing for procedures whereby the City of Gonzales Police Department will use only the force necessary to achieve lawful objectives; and

**WHEREAS,** the City of Gonzales wishes to amend its “Use of Force Policy”, General Orders, Section 1.06, to include: “An officer shall not use force in response to mere verbal provocation or abusive language directed at the officer or against any individuals or groups engaged in non-violent civil rights demonstrations” and “Officers shall enforce any state or ordinance physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction”

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

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

**Section 2.** The City Council of the City of Gonzales hereby adopts the revised “Use of Force Policy” attached as Exhibit “A”; and

**Section 3.** The City Council of the City of Gonzales affirms the civil rights of all residents and directs and designates City Manager as the City’s Authorized Representative to act in all matters in connection with the aforementioned policy; and

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

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

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

**Section 7.** That 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 8.** This Resolution shall be effective upon its approval.

**Section 9.** This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 11<sup>th</sup> day of June, 2020.**

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Mayor, Connie L. Kacir


ATTEST:

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Kristi Gilbert, Interim City Secretary



# EXHIBIT "A"

 Gonzales Police Department	<b>General Orders</b>	Page 1 of 19	GPD/GO 03.04
	Subject: Use of Force	Date Approved 06-11-20	Effective Date 06-11-20
	Reference Standards(s): <b>6.01; 6.02; 6.03; 6.06; 6.07; 6.08; 6.10</b>	Supersedes No. 03.03	Previous Date: 01-15-2014
	Approved By: <i>Tim Crow, Chief of Police</i>		

This General Order consists of the following sections:

- Section I Purpose and General Procedures
- Section II Definitions
- Section III Force Considerations
- Section IV Non-Deadly Force
- Section V Deadly Force
- Section VI Other Force Considerations:
- Section VII Reporting Use of Force and Discharging of Weapons

## I. Purpose and General Procedures:

- 1.01 The purpose of this General Order is to establish procedures whereby Gonzales Police Department personnel will use only the force necessary to accomplish lawful objectives.
- 1.02 Although many decisions and actions of police officers have serious consequences, none are as irrevocable as the decision to use force...particularly deadly force. Police officers are armed and trained in the use of weapons in order to carry out their responsibility to protect themselves or others against assaults from violent suspects. This defensive action is necessary and supported by the Gonzales Police Department.
- 1.03 In general, an officer must strive to achieve the following lawful objectives **(6.01)**:
  - A. To defend oneself, or another, against unlawful violence;
  - B. To preserve the peace, to prevent commission of offenses, and to prevent suicide or self-inflicted injury;
  - C. To make lawful arrests and searches, to overcome resistance to such

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Subject: Use of Force	Date Approved 1-1-2014	Effective Date 1-15-2014
<p>arrests or searches, and to prevent escapes from custody; and</p> <p>D. To prevent or interrupt an intrusion on, or interference with, the lawful possession of property.</p> <p>1.04 An officer shall only use force when circumstances warrant. Before an officer may use force (deadly or non-deadly) against any suspect, the officer must <b>(6.01):</b></p> <p>A. Have probable cause to arrest, detain or take custody of that suspect;</p> <p>B. Manifest the purpose to arrest, detain or take custody, giving the reason for such action (unless impractical) and identify oneself as a peace officer (unless the officer has probable cause to believe that the suspect already knows the purpose and identity or unless the officer cannot reasonably make that information known to the suspect);</p> <p>C. Be justified by law to use force; and</p> <p>D. Comply with Gonzales Police Department procedures in the application of force.</p> <p>1.05 The amount and degree of force (deadly or non-deadly) which an officer may use to achieve an objective must reflect the surrounding circumstances <b>(6.01):</b></p> <p>A. The nature and seriousness of the risk of injury to the officer or others;</p> <p>B. The relevant actions by any third parties;</p> <p>C. Physical conditions at the scene;</p> <p>D. The feasibility and availability of alternative actions; and</p> <p>E. The opportunity and actual ability of the suspect to injure the officer or others.</p> <p>1.06 An officer should use only the force that is necessary and reasonable under the circumstances. An officer shall not use force in response to mere verbal provocation or abusive language directed at the officer or against any individuals or groups engaged in non-violent civil rights demonstrations. Officers shall enforce any state or ordinance physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction. Officers shall never use deadly force except to protect themselves or others from serious bodily injury or death. <b>(6.01)</b></p>		

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<p>1.07 An officer may use an unauthorized weapon (or use any weapon in an unauthorized manner) if emergency circumstances make it necessary to do so.</p> <p>1.08 Officers must receive approved training in the care and use of all firearms, non-lethal weapons, and use of force that they are expected to employ while performing their duties as peace officers.</p> <p>1.09 This training should involve training conducted both in the Police Academy and in-service training (annually) according to training requirements of the State of Texas and the Gonzales Police Department.</p> <p>1.10 Except under emergency circumstances, no officer shall use or attempt to use any technique, tactic, or weapon for which the officer has not been fully trained (in an approved manner). (See subsection 1.07 of this General Order)</p> <p>1.11 Without departmental approval, no officer shall, in any material way, modify or alter an authorized weapon.</p> <p>1.12 An officer may draw and ready any of available authorized weapons for use only when the officer reasonably anticipates that the officer may have to use such weapon(s).</p> <p>1.13 An officer should always use handcuffs or other restraining device on an arrestee, unless unnecessary (e.g., for the elderly, young children/juveniles, crippled, injured, or other appropriate suspect). An officer should reasonably protect an arrestee from injury caused by handcuffs or other restraining devices</p> <p style="padding-left: 40px;">A. Officers must keep in mind that all prisoners are potentially dangerous. The officer should first consider their own safety and the safety of others. The officer should also consider any unusual circumstances involved.</p> <p style="padding-left: 40px;">B. In all cases where handcuffs are used, the officer shall double lock the handcuffs to prevent the handcuffs from tightening and causing injury to the prisoner's wrists. Double locking of handcuffs shall be done unless it is unsafe to do so or the circumstances present dictate otherwise. Officers will not handcuff prisoners to a fixed object except for the safety of the officers or for the safety of the public.</p> <p>1.14 If an officer uses force authorized under this section and <u>the suspect is injured, or reporting an injury, the suspect will be transported to the Gonzales Memorial Hospital in a mode of transportation most appropriate to the physical condition of the suspect.</u></p>		

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<p><u>If OC spray is used, the suspect's eyes and/or face are to be flushed with a water bottle stored in the patrol unit (or water from other sources) as soon as practicable.</u> The City of Gonzales assumes no liability for any injury or for expenses on any medical treatment required for the suspect. Both the suspect and hospital personnel should be advised that the treatment is at the suspect's expense. <b>(6.07)</b></p>		
<p><b>II. Definitions:</b></p>		
2.01	<p><b><u>Authorized Weapon</u></b> – A weapon approved AND registered (to the individual officer) with the Gonzales Police Department. Authorized ammunition must be used.</p>	
2.02	<p><b><u>Force</u></b> – That amount of "active power, strength or energy" which is necessary to overcome a suspect's <u>physical resistance</u>.</p>	
2.03	<p><b><u>Deadly Force</u></b> – Force that is intended or known by the actor to cause, or in the manner of its use or intended use is capable of causing death or serious bodily injury. (Section 9.01(3), Texas Penal Code)</p>	
2.04	<p><b><u>Conducted Electrical Weapon (Taser)</u></b> – A departmental approved non-lethal control device which may be used to restrain, control, and/or subdue a violent or potentially violent individual in a manner designed to minimize the possibility of serious injury to both such individual and departmental personnel.</p>	
2.05	<p><b><u>Non-deadly Force</u></b> – That amount of "active power, strength or energy" which is necessary to overcome a suspect's physical resistance and which under the circumstances, is not reasonably capable of causing death or serious bodily injury.</p>	
2.06	<p><b><u>Less Lethal Force</u></b> – A force applied with the intent to be less than deadly force, to subdue or render the subject non-threatening, which over a given number of occurrences may cause death.</p>	
2.07	<p><b><u>Physical Strength And Skill</u></b> – Any physical actions by one or more officers (e.g., holding, restraining, pushing, and pulling) which may include special skills (e.g., boxing, pressure points, and take-down methods) but do not include the use of deadly force or any weapon (authorized or other).</p>	
2.08	<p><b><u>Impact Weapon</u></b> – Any object, regardless of its original purpose, which can be utilized to strike a person with sufficient force so as to cause bodily injury, serious bodily injury or death.</p>	

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<p>2.09 <b><u>Probable Cause</u></b> – That total set of apparent facts and circumstances based on reasonably trustworthy information which would warrant a prudent person (in the position of and with the knowledge of the particular peace officer) to believe something, for example, that a particular person has committed some offense against the law.</p> <p>2.10 <b><u>Serious Bodily Injury</u></b> – Bodily injury that creates a substantial risk of death or caused death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ. (Section 1.07(46), Texas Penal Code)</p> <p><b>III. Force Considerations (6.01):</b></p> <p>3.01 Law Enforcement Officers are permitted to use the degree of force that is reasonably necessary to accomplish their lawful objectives and to overcome any unlawful resistance. A variety of factors impact an officer's determination of the appropriate level of force necessary to control a situation. Because use of force does not occur in a vacuum, it is impossible to list all factors that go into an officer's decision. However, factors dealing with officer/subject age, size, relative strength, skill level, injury/exhaustion, and the number of officers versus the number of suspects are reasonable for an officer to take into consideration when determining the appropriate use of force for a given situation. Each individual situation is different and may require an officer to immediately initiate a higher level of force on the continuum to control or overcome unlawful resistance taking all factors into consideration. The progression of force includes various elements involved in the process by which a police officer assesses a situation and acts in a reasonable manner to ensure officer and public safety.</p> <p>3.02 <b><u>The Assessment Process</u></b> - The process of assessing a situation is threefold involving:</p> <ul style="list-style-type: none"> <li>A. The situation,</li> <li>B. Subject behaviors, and</li> <li>C. Officer's perception / tactical considerations.</li> </ul> <p>Careful consideration of all possible factors within each of the above categories assists the officer in understanding, and responding to situations, and in explaining to others how a particular situation was perceived, assessed, and responded to.</p>		

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<p>3.03 <u>The Situation</u></p> <p>When an officer responds to an incident, he or she must assess various aspects of the immediate situation. There are at least six different conditions that can characterize a situation. Each of these may become part of the officer's assessment. It should be noted that some of these factors may fall under more than one category (i.e. situation, subject behavior, or perception/tactical considerations). Additionally the following lists are not exhaustive. They are simply common factors that an officer can expect to consider when making their decisions.</p> <p>A. <u>Environment</u> - There will be times when environmental conditions may affect the officer's assessment of the situation.</p> <ol style="list-style-type: none"> <li>1. Weather conditions: rain, snow, wind, heat, etc.</li> <li>2. Moment of the day: daylight or darkness</li> <li>3. Location: residential, rural, urban, indoor, outdoors</li> <li>4. Physical position: roof top, roadside, stairwell, cell area</li> <li>5. Other factors: cover, concealment</li> </ol> <p>B. <u>Number of Subjects</u> - The number of officers versus the number of subjects will affect the officer's assessment of the situation:</p> <ol style="list-style-type: none"> <li>1. One subject facing one officer</li> <li>2. One subject facing two or more officers</li> <li>3. Multiple subjects facing one officer</li> <li>4. Multiple subjects facing multiple officers</li> </ol> <p>C. <u>Perceived Subjects' Abilities</u> - The officer's perception of a subject's various characteristics will affect their assessment of the situation:</p> <ol style="list-style-type: none"> <li>1. Under the influence of drugs or alcohol</li> <li>2. Intoxicated vs. under the influence</li> </ol>		

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<div data-bbox="477 363 1065 531"> <ul style="list-style-type: none"> <li>3. Subject's physical size, strength, skills</li> <li>4. Emotional state</li> <li>5. Proximity to weapons</li> </ul> </div> <div data-bbox="380 564 1443 699"> <p>D. <u>Knowledge of Subject</u> - Prior knowledge may affect the officer's assessment of the situation. He or she may be aware of the subject's criminal history, reputation, or the officer may have had prior contacts with the subject.</p> </div> <div data-bbox="477 732 870 833"> <ul style="list-style-type: none"> <li>1. NCIC/TCIC information</li> <li>2. Demonstrated ability</li> </ul> </div> <div data-bbox="380 867 1443 1035"> <p>E. <u>Time and Distance</u> - The concept of time and distance refers to those conditions that determine whether an officer must respond immediately or whether a delayed response may be employed. The officer must address the following time and distance factors as part of the assessment process.</p> </div> <div data-bbox="477 1068 1243 1304"> <ul style="list-style-type: none"> <li>1. Seriousness of situation</li> <li>2. The need to act immediately</li> <li>3. The need or ability to create more time and distance</li> <li>4. Escape routes</li> </ul> </div> <div data-bbox="380 1337 1443 1438"> <p>F. <u>Potential Attack Signs</u> - A subject may give clues to their intentions. The following list includes a sample of physical behaviors displayed by a subject that have been known to precede an attack on a police officer.</p> </div> <div data-bbox="477 1472 1068 1774"> <ul style="list-style-type: none"> <li>1. Ignoring the officer</li> <li>2. Repetitious questioning</li> <li>3. Aggressive verbalization</li> <li>4. Emotional venting</li> <li>5. Refusing to comply with lawful request</li> </ul> </div>		

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<ol style="list-style-type: none"> <li>6. Ceasing all movement</li> <li>7. Invasion of personal space</li> <li>8. Adopting an aggressive stance</li> <li>9. Hiding</li> </ol> <p>3.04 Perception</p> <p>How an officer sees or perceives a situation is, in part, a function of the personal characteristics that the officer brings to the situation. These personal characteristics affect the officer's beliefs concerning their ability to deal with the situation. For various reasons, one officer may be confident in his or her ability to deal with the situation and the resulting assessment will reflect this fact. In contrast to this, another officer, for equally legitimate reasons, may feel the situation to be more threatening and demanding of a different response. The following list includes factors unique to the individual officer which interact with situational and behavioral factors to affect how the officer perceives and, ultimately assesses and responds to a situation.</p> <p>Factors that may be unique to the individual officer include but are not limited to:</p> <ol style="list-style-type: none"> <li>A. Strength/overall fitness</li> <li>B. Personal experience</li> <li>C. Skill/ability/training</li> <li>D. Fears</li> <li>E. Gender</li> <li>F. Fatigue</li> <li>G. Injuries</li> <li>H. Critical incident stress symptoms</li> <li>I. Cultural background</li> <li>J. Sight/vision</li> </ol>		



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<p>3.05 Tactical Considerations</p> <p>An officer's assessment of a situation may lead to one of the following tactical considerations. Conversely, these same factors may impact on an officer's assessment of a situation.</p> <ul style="list-style-type: none"> <li>A. Number of officers</li> <li>B. Availability of backup</li> <li>C. Availability of cover</li> <li>D. Geographic considerations</li> <li>E. Practicality of containment, distance, communications</li> <li>F. Availability of special units and equipment: canine, tactical, helicopter, crowd management unit,</li> </ul> <p>3.06 <b><u>Continuum of Force</u></b> - An officer shall apply force using the methods and weapons listed below. Unless impractical, an officer shall first exhaust every reasonable means of using the lowest level of force before escalating to a higher and more severe level of force. An elevated level of force may be employed immediately if an officer(s) perceives a greater degree of force is reasonable and immediately necessary.</p> <p><b>Level 1</b> <b><i>Officer Presence</i></b> - Best illustrated when the officer arrives at the scene. The suspects see the officer and do not alter their illegal behavior. The person is aware that it is a police officer because of the marked patrol vehicle, the uniform, or the visible badge.</p> <p><b>Level 2</b> <b><i>Verbal Commands</i></b> - Best illustrated when:</p> <ul style="list-style-type: none"> <li>A. The person can clearly hear the officer's directions (to be quiet, leave the area, etc.)</li> <li>B. The severity of the situation has increased to the point that the person may be a suspect or actor in a crime or complaint. The officer is now giving direct orders to the person (such as lie on the ground, get back, leave, etc.)</li> </ul>		

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<p>Again, the person can clearly hear the officer's directions.</p> <p><b>Level 3</b>  <b><i>Oleo-resin Capsicum (OC Spray)</i></b> - Creates a low level of incapacitation with minimal chance of injury. The person may be attempting to physically attack the officer or is a danger or hazard.</p> <p>A. The proper and most effective use of OC spray requires holding the canister upright and spraying a short burst (one second or less) at the subject's face. An officer shall not use OC spray against someone already in custody in order to stop behavior which does not physically endanger the officer or others. Under most circumstances, OC spray shall not be used on subjects who are handcuffed unless the person(s) are resisting to the point that lesser control measures have failed and extreme emergency circumstances dictate.</p> <p>B. To the extent necessary and reasonable, and in accordance with this General Order, officers with approved training may utilize other approved crowd control munitions or distraction devices to apply non-deadly force.</p> <p>C. Officers may use OC spray:</p> <ol style="list-style-type: none"> <li>1. To protect themselves or another from assault; or</li> <li>2. To subdue a person unlawfully resisting arrest, transportation or escape from custody; or</li> <li>3. To prevent the commission of criminal mischief.</li> <li>4. On animals that pose an immediate threat of injury to an individual (including the officer). Officers shall document such action in a very detailed police report; however a Police Response Form is not necessary. The report may be written or may be included in a computerized incident or offense report.</li> <li>5. In other situations that may constitute an emergency.</li> </ol> <p>D. <u>Prisoners at Higher Risk:</u></p> <ol style="list-style-type: none"> <li>1. Several "common denominators" have been found following the investigation of in custody deaths of combative prisoners.</li> </ol>		

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<p>a. These characteristics include intoxication (alcohol or drug), violent or bizarre behavior, upper body obesity, and/or the prisoner being restrained in the prone position.</p> <p>b. There have been several incidents in which prisoners exhibiting one or more of these symptoms have suddenly died while in police custody.</p> <p>c. Prisoners should not be transported in a prone position.</p> <p>2. Upon the arrest of a person exhibiting these traits, whether or not OC Spray was applied, the arresting officer shall closely monitor the prisoner until the prisoner is released to the custody of the jail staff on duty. The officer should notify the jail staff of the person's behavior.</p> <p>3. Medical Clearance may be required by the jail facility.</p> <p>4. A prisoner who is exhibiting a combination of the above characteristics shall not be left unattended and the arresting officer shall notify the jail staff.</p> <p>5. A Use of Force Report shall be completed any time OC Spray is used on an individual.</p> <p><b>NOTE: The Conducted Electrical Weapon (Taser) should never be used after OC Spray has been used on a person. Alcohol based OC spray can ignite if an Electronic Control Device is used.</b></p> <p><b><i>Control and Restraint - Soft Hand (Empty Hand)</i></b> - Tactics and techniques which are designed for gaining control of the person and do not have a high potential for injury. This includes (but is not limited to) applying handcuffs, a wrist lock, take-down, pressure point techniques, etc.</p> <p><b><i>Conducted Electrical Weapon (Taser)</i></b> – This device may be used when there is a reasonable expectation that it will be unsafe for officers to approach the individual.</p> <p>The fleeing of a subject will not be the sole justification for the use of a Taser. The severity of the offense, threat to self, or threat to others should be considered before an officer uses a Taser on a fleeing subject.</p>		

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<p>Care should be taken before deploying the Taser on a subject fleeing on foot due to the risk of injury to the subject. Officers should consider the seriousness of the offense as well as other factors including the likelihood of later apprehension and the immediate danger the subject poses to the public before the decision is made to deploy the Taser on a fleeing subject.</p> <p>Refer to GPD/GO 03.15 – Use and Operation of Conducted Electrical Weapon for further procedure on the use of the Taser.</p> <p>Once the subject is safely secured and in custody, Officers may remove any Taser probes that are embedded in the skin, with the exception of probes which are embedded in the face, head, neck, groin area, or in the female breast. Only medical personnel (which may be EMS) may remove or direct to be removed any Taser probes that are embedded in these sensitive areas.</p> <p><b>Level 4</b>  <b><i>Striking Techniques - Hard Hand (Empty Hand)</i></b> - An increase in the level of resistance by the person (e.g., punching or increased struggling) may cause the officer to respond by striking the suspect. These blows shall be directed towards areas which are not likely to cause great bodily harm unless deadly force is authorized under Level 7.</p> <p><b>Level 5</b>  <b><i>Impact Weapons</i></b> - Officers may use an approved impact weapon (an issued wood baton, flashlight, or approved ASP) to protect themselves or another from assault or to arrest a person who unlawfully and violently resists arrest, if lesser methods have failed or if circumstances warrant the immediate use of the baton. An officer may also use the baton as a barricade or to repel or control crowds. The following guidelines may also apply:</p> <ul style="list-style-type: none"> <li>A. Avoid making baton blows capable of inflicting permanent injury; for example – never strike the head, unless deadly force is authorized under Level 7.</li> <li>B. Do not raise the baton above the head to strike someone or use the baton as a club or bludgeon; and</li> <li>C. Deliver only blows taught in departmentally approved training to incapacitate the opponent temporarily.</li> </ul>		

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<p><b>Level 6</b>  <u><b>Less Lethal Weapons</b></u> - Officers may use an approved Less Lethal weapon (Sage impact batons, Shotgun Beanbag rounds, or other approved impact munitions) to protect themselves or another from assault including from armed mental subjects threatening to harm themselves, or to arrest a person who unlawfully and violently resists arrest, if lesser methods have failed or if circumstances warrant the immediate use of Less Lethal weapons. The following guidelines may also apply:</p> <ul style="list-style-type: none"> <li>A. Avoid making impact capable of inflicting permanent injury;</li> <li>B. Do not make impact to the head or upper chest area; and</li> <li>C. Deliver only impacts taught in departmentally approved training to incapacitate the opponent.</li> </ul> <p><b>Level 7</b>  <u><b>Deadly Force</b></u> - The use of any weapon or force in a manner that is likely to cause death or serious bodily injury. The application of choke holds or carotid restraints are included in this level.</p> <ul style="list-style-type: none"> <li>A. Force used in and around the neck region in the form of a choke to retrieve evidence is unacceptable.</li> <li>B. Force used in and around the neck region to subdue a person is only acceptable as a <u>last resort</u> to immediately prevent death or serious injury of the officer or a third party who is at risk.</li> <li>C. Roadblocks may be considered deadly force and should be used only in accordance with established procedure. Refer to GPD/GO 03.02 for Roadblock procedures.</li> </ul> <p>3.07 When practical, when using force (deadly or non-deadly), the officer should be issuing loud verbal commands in an attempt to gain voluntary compliance by the suspect. <b>It is important to note that often because of the suspect's actions, it is necessary to skip levels. Also, the continuum of force works in both directions. Any time the level of resistance by the person is increased or decreased, officers must adjust their level of response accordingly.</b></p>		

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<p><b>IV. Non-Deadly Force:</b></p> <p>4.01 Non-deadly Force - To the extent necessary and reasonable and in accordance with this General Order, an officer shall use only levels 1 through 6 to apply non-deadly force.</p> <p>4.02 K-9 Use of Force - For purposes of this General Order, the use of the K-9 under circumstances during which a bite is likely to occur shall be considered a level 5 use of force.</p> <p><b>V. Deadly Force (6.02):</b></p> <p>5.01 Deadly Force - To the extent necessary and reasonable (subject to emergency circumstances in accordance with this General Order), an officer shall apply deadly force only by using an authorized weapon.</p> <p>5.02 To the extent officers have reasonable time for consideration, the officer shall never use deadly force which creates a greater risk to themselves and others (by causing death or serious bodily injury) than if officer did not use such deadly force.</p> <p>5.03 Officers may only use deadly force when they reasonably believe it is necessary to protect themselves or another person from death or serious bodily injury.</p> <p>5.04 Peace officers are justified in using deadly force against another when and to the degree the peace officer reasonably believes the deadly force is immediately necessary to make an arrest, or to prevent escape after arrest, if the use of force was justified under subsection 1.04 of this General Order, and:</p> <p style="padding-left: 40px;">A. The officer reasonably believes the conduct for which arrest is authorized included the use or attempted use of deadly force; and</p> <p style="padding-left: 40px;">B. The officer reasonably believes there is a substantial risk that the person to be arrested will cause death or serious bodily injury to the officer or another, if the arrest is delayed.</p> <p>5.05 An officer shall not use deadly force to stop a subject who poses no immediate threat to the officer or to the safety of others.</p> <p>5.06 An officer shall not discharge a firearm as a warning or a threat (6.09).</p>		

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<p>5.07 Shots at or from moving vehicles shall not be discharged unless all other reasonable means have failed.</p> <p>5.08 The killing of an animal is justified for self-defense or the defense of another. In the event that an officer uses a firearm to defend himself or another from an animal, the officer must complete the Police Response Form. The officer must also write a detailed report regarding the incident.</p> <p>An officer may use a firearm to destroy an animal that is so badly injured that humanity requires its relief from further suffering. This action shall only be carried out after all attempts have been made to request assistance from those agencies responsible for the disposal of animals. Officers shall document such action in a very detailed police report; however a Police Response Form is not necessary when destroying an injured animal. The report may be written or may be included in a computerized incident or offense report.</p> <p><b>VI. Other Force Considerations:</b></p> <p>6.02 <u>Use of Police Impact Weapons</u></p> <p>A. Officers may carry the department A.S.P. baton, or department approved alternate A.S.P. baton, after completion of the department approved course of training. Recertification for baton use will be held periodically, either as part of in-service training or as a separate qualification activity.</p> <p>B. The baton shall be used only when a lesser degree of force has proved futile in overcoming resistance by an arrestee or the lesser degree of force would be unsafe or inappropriate; or in the protection from an assault by any subject. Blows to the head, neck/throat, back/spinal area, and groin are prohibited unless the use of lethal force is justified.</p> <p>C. Officers are prohibited from carrying the following impact weapons:</p> <ol style="list-style-type: none"> <li>1. Slapper</li> <li>2. Saps</li> <li>3. Weighted Gloves</li> <li>4. Knuckles</li> <li>5. Black Jack</li> <li>6. Other similar type weapons</li> </ol>		

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<p>D. The department issued or approved flashlight may be used as an impact weapon when no other adequate means is available and in keeping with Level 5 – Impact Weapons of this General Order or when lethal force is justified.</p> <p><b>VII. Reporting Use of Force and Discharging of Weapons (6.03):</b></p> <p>7.01 Any officer (on or off duty) shall file a written report (using the Police Response Form) with the Supervisor of their respective division. The report shall then forwarded to the Chief of Police.</p> <p>A Police Response Form shall be submitted under the following circumstances, when an officer:</p> <p>A. Discharges a weapon, except for killing animals which shall be documented in a police report (6.06) ;</p> <p>B. Applies force;</p> <p>C. Causes any injury to another person;</p> <p>D. Threatens the use of <u>deadly</u> force (ex. - points firearm at an individual). This does not include being at a "ready gun position." This also does not include threatening the use of O.C. spray or Taser.</p> <p>E. Implements Stationary or Rolling Roadblocks;</p> <p>F. Uses an Electronic Control Device (Taser).</p> <p>7.02 Any officer who is a witness to an incident that requires the filing of a Police Response Form shall make a written supplemental report to the case or incident, with regards to the incident.</p> <p>7.03 The use of handcuffs or leg restraints in an arrest does not require a Police Response report to be completed. If a person is handcuffed but not under arrest, an Incident Report <u>is required</u> and/or documentation made of the incident in any police reports for the incident/offense that occurred.</p>		



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<p>7.04 If the officer is injured or otherwise incapable of filing the report, the officer's supervisor shall file the report. The report will set forth all circumstances surrounding the incident. This also applies to any departmental involved operation in which an officer of another agency causes one of the above items to occur.</p> <p>7.05 If the incident occurred while the officer is on-duty, the report must be completed prior to the end of officer's tour of duty. If the incident occurred while the officer is off-duty, the officer shall notify or cause to be notified the on-duty supervisor immediately, or as soon as practical. The supervisor shall notify the appropriate Captain or other appropriate person. The off-duty officer shall submit a written report of the incident as soon as practical.</p> <p>7.06 This section does not apply to officers who are:</p> <ul style="list-style-type: none"> <li>A. Involved in training or shooting sports;</li> <li>B. Using force on an animal (however such action shall be documented in a police report).</li> </ul> <p>7.07 The original copy of the Police Response Form will be forwarded in a timely manner through the involved officer's chain of command to the Chief of Police for review, signature, and retention for permanent storage. Copies will be disseminated to GPD Investigations by the Chief's office. Sections requiring an expedited copy should contact the Chief's office. This report will receive executive review by the Chief of Police, or designee, to:</p> <ul style="list-style-type: none"> <li>A. Determine the reason for the discharge.</li> <li>B. Ensure the officer's use of force complied with state laws and Departmental procedure.</li> <li>C. Determine any need for additional firearms safety training, special counseling or other training.</li> <li>D. Determine whether the situation requires further action.</li> <li>E. An annual summary report of use of force incidents will be created and forwarded to the Chief of Police. A review of the report will be conducted to identify any trends, training needs, equipment needs or procedure revision. <b>(6.10)</b></li> </ul>		

<b>General Orders</b>	Page 18 of 19	GPD/GO 03.03
Subject: Use of Force	Date Approved 1-1-2014	Effective Date 1-15-2014
<p>7.08 The following guidelines apply whenever an officer uses force resulting in death or serious bodily injury to anyone:</p> <p>A. Officers involved in the incident shall not submit any written report prior to 72 hours after the incident occurred.</p> <p>B. At the direction of the Chief of Police, the officers involved in the incident should be placed on administrative leave pending administrative review. Factors that may be considered are <b>(6.08)</b> :</p> <ol style="list-style-type: none"> <li>1. The completion of the criminal investigation;</li> <li>2. The completion of the internal investigation;</li> <li>3. The receipt of findings by the Grand Jury; and</li> <li>4. The receipt of findings by the departmental designated psychologist.</li> </ol> <p>This leave shall be with pay and benefits and shall not be interpreted to imply or indicate that the officer has acted improperly.</p> <p>C. While on administrative leave, the officer shall remain available at all times. The officer shall not discuss the incident with anyone except the County Attorney (or Assistant County Attorney); the departmental personnel assigned to the investigation; and the officer's private attorney, psychologist, chosen spiritual counselor, and immediate family.</p> <p>D. Unless the use of force resulting in death or serious bodily injury is obviously a criminal offense, the investigating supervisors taking custody of officer's weapons at a shooting incident for evidence purposes, should only initiate that action when the investigating supervisor is prepared to <u>immediately</u> give the officer another weapon. Replacement weapons will only be immediately provided for departmentally issued weapons that are taken into custody.</p> <p>E. Any officer involved in a use of force incident resulting in death or serious bodily injury to anyone will be required to attend psychological counseling at the City's expense. Follow-up counseling sessions may be mandated as determined by the Chief of Police or designee, and/or the psychologist.</p>		

<b>General Orders</b>	Page 19 of 19	GPD/GO 03.03
Subject: Use of Force	Date Approved 1-1-2014	Effective Date 1-15-2014
<p>7.09 The provisions of subsection 7.08 A-C also apply to officers or employees who have been involved in a traffic collision where a person was seriously injured or killed.</p> <p>The need for psychological counseling as mentioned in subsection 7.08.E (following a traffic collision) will be evaluated on an as-needed basis by the Chief of Police.</p>		

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Public Hearing, Discussion & Possible Action  
Approving **Ordinance #2020-13** Amending  
the Official Zoning Map by Zoning the North  
Half of Lots 8 And 9 of the Kings Second  
Addition and Lot 7 and the South Half of Lots  
8 And 9 of the Kings Second Addition,  
Gonzales, Texas from R-1 Single Family  
Residential to C-2 Heavy Commercial District

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Public Hearing

### **BACKGROUND:**

On February 20, 2020 the City of Gonzales received two applications for a zoning change (Case 2020-01a and 2020-01b) for two tracts of land located 2007 St. Joseph Street, the current location of Apache Inn. The front portion of each parcel is currently zoned C-2 Heavy Commercial and the back portion of each parcel is zoned R-1 Single Family Residential. The parcels are described as follows:

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** N/2, Lots 8-9, Kings Second Addition

**PARCEL:** 12997

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** Lot 7, and S/2 Lots 8-9

**PARCEL:** 12992

Initially a public hearing before the Planning and Zoning Commission was scheduled for March 23, 2020 with notices published in the newspaper and mailed to property owners within 200' of the subject properties. As a result of COVID-19 restrictions, that public hearing had to be canceled and was rescheduled for May 18, 2020 with a public hearing notice published in the newspaper on April 30, 2020 and notices to property owners mailed out on April 29, 2020. Six property owners were notified regarding the zoning change for Parcel ID 12997 and 14 property owners were notified regarding Parcel ID 12992. Two property owners filed letters of objection to the change for Parcel 12992 and one filed a letter of no objection.

The application is consistent with the 2013 City of Gonzales Comprehensive Plan that identifies the tracts as commercial. It is also compatible with the surrounding properties and is consistent with the current use of the property.

It was publicized within the same notice that the City Council would hold their Public Hearing on June 11, 2020 at 6:00 p.m.

### **FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

P&Z Report and recommendation

Proposed Ordinance

Application

Public Hearing Notice to Property Owners and Exhibit

Objection/No Objection letters

**STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of the zoning change.

## **Planning & Zoning Commission Report and Recommendation**

The City of Gonzales Planning & Zoning Commission convened on May 18, 2020 at 5:30 p.m. at the Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas and via teleconference.

### **PLANNING & ZONING COMMISSION**

Tim Gescheidle  
Paul Frenzel  
Charles Patterson  
Roland Martinez  
Paul Neuse  
Johnnie Edwards

### **CITY STAFF**

Kristina Vega, Zoning Administrator  
Tim Patek, City Manager  
City Engineer, Keith Schauer

### **COMMISSIONERS ABSENT**

Gilbert Perez

### **REPORT**

Chairman Gescheidle read and asked for a staff report regarding the item: Conduct a public hearing and consider a recommendation to the City Council regarding a request to rezone two tracts of land that are partially zoned C-2 Heavy Commercial and R-1 Single Family Residential to zone both tracts as C-2 Heavy Commercial in their entirety.

*Note: Individuals were able to speak during the public hearing via teleconference. Please email [citysecretary@gonzales.texas.gov](mailto:citysecretary@gonzales.texas.gov) to participate.*

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** N/2, Lots 8-9, Kings Second Addition

**PARCEL:** 12997

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** Lot 7, and S/2 Lots 8-9, Kings Second Addition

**PARCEL:** 12992

Zoning Administrator, Kristi Gilbert gave a staff presentation stating that the application was to rezone portions of two parcels that were split zoned between C-2 Heavy Commercial and R-1 Single Family Residential for land where the Apache Inn is currently located. Ms. Gilbert stated that Public Hearing notices were sent out in the 200 foot radius of each parcel. Six property owners were notified regarding the zoning change for Parcel ID 12997 and 14 property owners were notified regarding Parcel ID 12992. Two property owners filed letters of objection to the change for Parcel 12992 and one filed a letter of no objection.

Chairman Gescheidle opened the Public Hearing.

Kevin Miller, 1006 Seydler Street, expressed he understands that the rezone happened in 2012 but wanted to express that he was opposed to the rezone.

Zoning Administrator, Kristina Vega stated for the record that this property is currently zoned in every aspect except the final step of the zoning as C-2.

No other comments were made.

Chairman Gescheidle closed the Public Hearing.

Commissioner Patteron made a motion to recommend to City Council the rezone of the subject properties from R-1 Single Family Residential to C-2 Heavy Commercial. Commission Neuse seconded the motion. Chairman Gescheidle asked for a roll call vote. Those in favor: Gescheilde, Frenzel, Patterson, Martinez, Neuse and Edwards. Those opposed: None. The motion passed 6to 0.

## **ORDINANCE NO. 2020-13**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AMENDING THE OFFICIAL ZONING MAP BY ZONING THE NORTH HALF OF LOTS 8 AND 9 OF THE KINGS SECOND ADDITION AND LOT 7 AND THE SOUTH HALF OF LOTS 8 AND 9 OF THE KINGS SECOND ADDITION, GONZALES, TEXAS FROM R-1 SINGLE FAMILY RESIDENTIAL TO C-2 HEAVY COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PROPER NOTICE AND MEETING; REPEALING ALL ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Gonzales, Texas as previously created and appointed a Planning and Zoning Commission as authorized by the Texas Local Government Code; and,

**WHEREAS**, the Texas Local Government Code authorizes a municipality to adopt zoning districts after compliance with statutory notice provisions; and,

**WHEREAS**, an application to rezone from R-1 Single Family Residential to C-2 Heavy Commercial District was received on February 20, 2020 . The Planning and Zoning Commission took action to recommend approval at a meeting on May 18, 2020. The item was considered and approved by the City Council on June 11, 2020; and,

**WHEREAS**, on May 18, 2020, the Planning and Zoning Commission conducted a public hearing on the potential rezoning application and after considering the testimony and evidence, recommendation of approval of the rezoning applications; and,

**WHEREAS**, on June 11, 2020 the City Council conducted a public hearing and after considering the testimony, evidence and recommendation by the Planning and Zoning Commission, determined it to be in the public interest to amend the City's Comprehensive Zoning Ordinance and Zoning Map, which in its best judgment promotes the health, safety, morals, and general welfare and protect the use and enjoyment of property throughout the City.

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

Section 1. The properties described as the north half of Lots 8 and 9 of the Kings Second addition and Lot 7 and the south half of Lots 8 and 9 of the Kings Second Addition, Gonzales, Texas as shown and more particularly described in the attached exhibit A, is hereby zoned from R-1 Single Family Residential to C-2 Heavy Commercial District.

Section 2. The Official Zoning Map of the City of Gonzales, Texas shall be revised to reflect the above amendment.

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



Section 4. 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 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 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, as amended, Texas Government Code.

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Gonzales, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Gonzales except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

**PASSED, ADOPTED, APPROVED, AND EFFECTIVE THE 11<sup>th</sup> DAY of JUNE 2020.**

By: \_\_\_\_\_  
Connie Kacir, Mayor

ATTEST:

\_\_\_\_\_  
Kristi Gilbert, Interim City Secretary

## **EXHIBIT A**

The below listed properties are rezoned from R-1 Single Family Residential to C-2 Heavy Commercial District

- a. **PROPERTY OWNER:** Jajal Jagdish  
**LEGAL DESCRIPTION:** N/2, Lots 8-9, Kings Second Addition  
**PARCEL:** 12997
  
- b. **PROPERTY OWNER:** Jajal Jagdish  
**LEGAL DESCRIPTION:** Lot 7, and S/2 Lots 8-9  
**PARCEL:** 12992

# Development Application

## Planning

☐ Specific Use

☐

Special Exceptions

☒

Rezoning

☐ Variance

☐ PDD Application

☐

PDD Amendment

Other \_\_\_\_\_

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

Address: Apache Inn  
2007 St. Joseph, Gonzales, TX 78629 No. of lots: \_\_\_\_\_ Acreage: \_\_\_\_\_

Legal Description: 7, S/2 Kings 2<sup>nd</sup> 8-9 All Apache Inn, GOAD parcel # 12992

Subdivision Name: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Current Zoning: Split Zone C-2 & R1 Proposed Zoning (if applicable): Make All C-2

## OWNER AND AUTHORIZATION

Owner Name: Jagdish Tajal & Asha Tajal

Address: P.O. Box 828

City, State, Zip: La Grange, TX 78945 Fax: \_\_\_\_\_

Phone: (512) 825-1770 Email: jajal-jagdish@yahoo.com

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: J. M. Tajal Date: 2/20/20

## FOR OFFICE USE ONLY

Received: K Vega Fee: \$ 300 (total) Receipt: 009552160  
Case No.: 2020-01(a) Reviewed By: K Vega

**RECEIVED**  
FEB 20 2020  
BY: \_\_\_\_\_



# Development Application

## RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

## PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

## PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: \_\_\_\_\_

J. M. Tajal

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

2/20/20

VL960PG0791

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**232074**GENERAL WARRANTY DEED

THE STATE OF TEXAS §  
 § KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF GONZALES §

THAT MOHAMMAD JAVED KHAN and wife, SHAHEEN ARA QURESHI, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration cash in hand paid by JAGDISH JAJAL and wife, ASHA JAJAL, whose current address is P.O. Box 828, LaGrange, Texas 78945, hereinafter called "Grantee", the receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the Grantee, the following-described tract or parcel of land, to-wit:

Being all that certain lot or parcel of land, lying and being situated in Gonzales County, Texas, and being a part of Lots Nos. 7, 8 and 9 and all of Lot No. 10, in King's Second Addition to the Town of Gonzales, Gonzales County, Texas, and certain other personal property and fixtures, and being more fully described by metes and bounds on Exhibit "A", attached hereto.

There is included in this conveyance and Grantor hereby assigns to Grantee all of Grantor's interest in any insurance policies covering the above-described property and any sums held by Grantee as deposits for the future payment of ad valorem taxes, insurance, or maintenance fees.

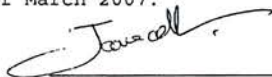
This Deed is made by Grantor and accepted by Grantee in lieu of a foreclosure of the Deed of Trust lien, which Deed of Trust is recorded in Volume 884, Page 0142, Official Records of Gonzales County, Texas; however, this Deed shall not merge with the lien hereinbefore referred to. It is the intention of the Grantor and Grantee that said lien shall continue to be and remain a valid first and subsisting lien on the premises herein described for the amount due thereunder.

VL96060792

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, his heirs and assigns forever; and Grantor does hereby bind himself and his heirs and legal representatives to WARRANT AND FOREVER DEFEND all and singular the said premises unto the Grantee herein, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

The terms "Grantor" and "Grantee" and the pronouns used herein in referring to Grantor and Grantee shall always mean and include the proper gender and the applicable singular or plural for the party or parties herein named.

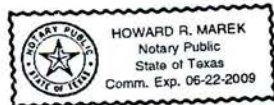
EXECUTED this 20 day of March 2007.

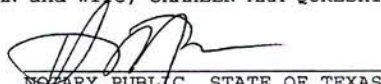
  
\_\_\_\_\_  
MOHAMMAD JAVED KHAN

  
\_\_\_\_\_  
SHAHEEN ARA QURESHI

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument is acknowledged before me on this 20 day of March, 2007, by MOHAMMAD JAVED KHAN and wife, SHAHEEN ARA QURESHI.



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

RETURN TO:

Howard R. Marek  
MAREK, GRIFFIN & KNAUPP  
P.O. Box 2329  
Victoria, Texas 77902  
jajal, jagdish\deed in lieu of foreclosure



EXHIBIT "A"PART ONE:

Being all that certain lot or parcel of land, lying and being situated in Gonzales County, Texas, and being a part of Lots Nos. 7, 8 and 9, and all of Lot No. 10, in King's Second Addition to the Town of Gonzales, according to the map or plat of said addition as same appears of record in Volume W-2, on page 432, of the Gonzales County Deed Records, and also a portion of the old designated street (which has never been opened and has been abandoned by order of the City Council of the City of Gonzales) and being and consisting of all of that part of Lot No. 7, which lies West of State Highway No. 29, and all of the South one-half of Lot No. 8, aforesaid which lies West of State Highway No. 29, and all of the South half of Lot No. 9 aforesaid, and all of Lot No. 10, together with that portion of the aforesaid abandoned street lying between the South half of Lot No. 8, and the South half of Lot No. 9, and between Lots Nos. 7 and 10, and more particularly described by mates and bounds as follows, to-wit:

BEGINNING at a stake set on the west or southwest line of State Highway No. 29, for the East or Southeast corner of a tract or parcel of land heretofore conveyed by Ross Boothe to C. W. Allen, Jr.;

THENCE with the south line of said lot conveyed by Boothe to Allen South 70 deg. West at 233.5 feet, the southwest corner of the aforesaid Allen lot, and continuing the same course to the west line of Lot No. 9, in King's Second Addition aforesaid;

THENCE with the West line of Lots Nos. 9 and 10, aforesaid South 20 deg. East 150 feet to stake set for the Southwest corner of Lot No. 10 in King's Second Addition and the southwest corner of the tract or parcel of land hereby intended to be conveyed;

THENCE with the south line of Lots Nos. 10 and 7, aforesaid North 70 deg. East to the intersection of the west line of State Highway No. 29, with the south line of Lot No. 7 aforesaid;

THENCE with the line of said highway to the place of beginning;

And being the same lots or parcel of land described in that certain deed from H. T. Haile and wife, Juanita Haile, to H. E. Fletcher dated June 10, 1976, recorded in Vol. 419, pages 404-407, Gonzales County Deed Records, and also in deed from H. E. Fletcher to Rashmikan T. Brahmabhatt and wife, Sharmishtha R. Brahmabhatt, dated April 29, 1977, recorded in Volume 432, pages 674-677, Gonzales County Deed Records.

PART TWO:

All machinery and fixtures, replacements thereof and additions thereto, inclusive of all heating and cooling appliances; all personal property and equipment, replacements thereof and additions thereto, inclusive of all furniture and furnishings; all partitions, dynamos, permanently affixed window screens and shades; drapes, rugs and other floor coverings, awnings, motors, boilers, furnaces, pipes, plumbing, sprinkler systems, fire extinguishing apparatus and systems, water tanks and electric machinery and the like and future replacements, betterments, substitutions and additions thereto; all located in and about the improvements situated upon the hereinabove described land and used in the operation and management of the land and premises, regardless of the manner in which the same are or are not attached to the land.

VL 960 PG 0794

FILED this 26 day of MAR., 2007  
at 11:00A M  
LEE RIEDEL  
COUNTY CLERK, GONZALES COUNTY, TEXAS  
By Natalie Macias Deputy

STATE OF TEXAS COUNTY OF GONZALES  
I hereby certify that this instrument  
was filed on the date and time stamped  
hereon by me and was duly recorded in  
the Official Records of Gonzales County,  
Texas in volume and page as stamped  
hereon by me.

MAR 27 2007



*Lee Riedel*  
County Clerk, Gonzales County, Texas



# Development Application

## Planning

☐ Specific Use

☐

Special Exceptions

☒

Rezoning

☐ Variance

☐ PDD Application

☐

PDD Amendment

Other \_\_\_\_\_

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

Address: N Hwy 183 No. of lots: \_\_\_\_\_ Acreage: \_\_\_\_\_

Legal Description: N/2 8-9 Kings 2nd, GCAD parcel # 12997

Subdivision Name: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

Current Zoning: Split zone C-2 & R-1 Proposed Zoning (if applicable): Make all C-2

## OWNER AND AUTHORIZATION

Owner Name: Jagdish Tajal

Address: P.O. Box 828

City, State, Zip: La Grange, TX 78945 Fax: \_\_\_\_\_

Phone: (512) 825-1770 Email: jajal-jagdish@yahoo.com

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: J.M. Tajal Date: 2/20/20

## FOR OFFICE USE ONLY

Received: K Vega Fee: \$ 300. - (total) Receipt: 009552666

Case No: 2020-00100 Reviewed By: K Vega

**RECEIVED**  
**R** FEB 20 2020 **D**  
BY: \_\_\_\_\_



# Development Application

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## RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

## PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

## PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: \_\_\_\_\_

*J. M. Tajal*

DATE: 2/20/20

2012259

VOL 1103 PAGE 627

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

262143

General Warranty Deed

Date: October 9, 2012

Grantor: Herminia Martinez Camarillo, a single person

Grantor's Mailing Address:

9011 Rock Way Dr  
Austin, Texas 78736-7731  
Travis County, Texas

Grantee: Jagdish Jajal, a married person

Grantee's Mailing Address:

PO Box 828  
LaGrange, Texas 78945  
Fayette County, Texas

Consideration: Ten and No/100 Dollars, and other good and valuable consideration.

Property (including any improvements): Being 0.25 acres of land, more or less, lying and being situated in Gonzales County, Texas, within the Corporate Limits of the City of Gonzales, being part OF LOTS NOS. Eight (8) and Nine (9), and a portion of the street lying between said lots, in KINGS SECOND ADDITION of the City of Gonzales, according to the map or plat of said addition, as the same appears of record in Volume W-2, Page 432, of the Deed Records of Gonzales County, Texas. And being the same lots described in that certain deed dated January 19, 1983, executed by Apollonia Camarillo, to Eusebio Camarillo and wife, Herminia Martinez Camarillo, recorded in Volume 536, page 225, of the Official Records of Gonzales County, Texas.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

This conveyance is expressly made subject to the following matters:

Any visible and apparent roadway or easement over or across the Property the existence of which does not appear of record;

VOL 1103 PAGE 628

Any portion of the Property which falls within the boundaries of any road or roadways; and

Taxes for the year 2012 are prorated to the date of closing and Grantee assumes and agrees to pay said taxes, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property in its present condition.

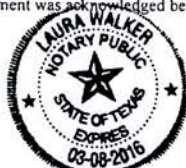
When the context requires, singular nouns and pronouns include the plural.

*Herminia Martinez Camarillo*  
Herminia Martinez Camarillo

STATE OF TEXAS )

COUNTY OF GONZALES )

This instrument was acknowledged before me on October 9, 2012, by Herminia Martinez Camarillo.



*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

PREPARED IN THE LAW OFFICE OF:  
SUE C. ORTMAN  
403 St. George Street  
Gonzales, TX 78629  
(830) 672-9535



EXHIBIT "A"

Field Notes For a 0.25 of an Acre Tract or Parcel of Land Situated in The King's Second Addition to The Town of Gonzales Being of Record in Volume W-2, Page 432 of The Gonzales County Deed Records and Being Out of and a Part of Lot No. Eight (8) and Lot No. Nine (9) and Part of an Abandoned Street Between Said Lot No. Eight (8) and Nine (9) of Said King's Second Addition and Being a Resurvey of all That Certain Tract as Described in a Warranty Deed from Apollonia Camarillo to Eusebio Camarillo and wife, Herminia Martinez Camarillo Being of Record in Volume 536, Page 225 of the Gonzales County Deed Records Herein After Called Parent Tract, Said 0.25 of an Acre is Herein Described by Metes and Bounds as Follows To-Wit:

Beginning at a 5/8" Steel Rod Set (All Steel Rods Set are With Plastic Caps Stamped Pirkle 4227) at the Common Intersection of the North Line of Said Lot No. Eight (8) and Intersection of the West Line of (Old Highway No. 29 Being of Record in Volume 158, Page 1 of The Gonzales County Deed Records and Cancelled by Minute Order 53543 Dated September 26, 1963) Middle Buster Road for the Northeast Corner of This Tract Herein Described from Which a 5/8" Iron Rod Found at the Southeast Corner of the Remainder of Jack L. Finch and wife, Jane U. Finch, Called 9.56 Acres Being of Record in Volume 758, Page 88 of The Gonzales County Official Records Bears North 58° - 16' - 57" West 1.50 Feet and the Calculated Northwest Line of Lot No. Thirteen (13) Range No. One (1) East of Water Street in the Original Outer Town of Gonzales (Not of Record) Being the Northwest Line of G. H. King, Said Lot No. Thirteen (13) Being of Record in Volume T-2, Page 316 of The Gonzales County Deed Records Bears North 20° West 4.66 Feet (Said 4.66 Feet Being a Calculated Strip of Land Along the Northwest Line of Said Lot No. Thirteen Not Included in Said King's Second Addition.

Thence: With a Curve to the Right Arc Length 61.41 Feet, Radius of Said Curve Being 553.12 Feet Cord Bears South 55° - 27' - 08" East 61.38 Feet a 5/8" Iron Rod Set for a Common Northeast Corner of Jazdish Jajal and wife, Asha Jajal Tract as Recorded in Volume 960, Page 791 of The Gonzales County Official Records and Southeast Corner of Said Parent Tract and This Tract Herein Described.

Thence: Entering Occupied Lot No. Eight (8) With the Common North Line of Said Jajal Tract South 70° West at 66.48 Feet Crosses the East Line of Walnut Street Abandoned as Recorded in Volume 570, Page 238 of The Gonzales County Deed Records at 96.48 Feet Crosses the West Line of Said Walnut Street and at a Total Distance of 235.60 Feet a 5/8" Steel Rod Set at the Southwest Corner of Said Parent Tract and This Tract Herein Described for a Common Southeast Corner of the Remainder of Ross Boothe Part of Said Lot No. Nine (9) Being of Record in Volume 214, Page 40 of The Gonzales County Deed Records from Which a 5/8" Steel Rod Set for References at the Northwest Corner of Said Jajal Tract and Southwest Corner of Said Boothe Tract Bears South 70° West 26.15 Feet Being in the East Line of Hickston Street (Closed).

Thence: With the Common East Line of Said Boothe Tract North 20° West at 50.00 Feet a 5/8" Steel Rod Set in the North Line of Said Lot No. Nine (9) for the Common Northeast Corner of Said Boothe Tract and Northwest Corner of Said Parent Tract and This Tract Herein Described from Which a 5/8" Steel Rod Set for References for a Common Northeast Corner of Hickston Street (Closed) and Northwest Corner of Boothe Tract and Northwest Corner of Said Lot No. Nine (9) Bears South 70° West 26.15 Feet.

Thence: With the Common North Line of Said Parent Tract and Said Lot No. Nine (9) North 70° East at 139.12 Feet Crosses the Northeast Corner of Said Lot No. Nine (9) and Northwest Corner of Said Abandoned Walnut Street and Continuing Same Bearing at 169.12 Feet Crosses the Northeast Corner of Said Walnut Street and Northwest Corner of Said Lot No. Eight (8) and Continuing Same Bearing at a Total Distance of 200 Feet (Same as Record Parent Tract) to the Point of Beginning as Surveyed Under the Direct Supervision of Stephen O. Pirkle, Jr., Registered Professional Land Surveyor in the State of Texas No. 4227, as Shown on Gonzales First Shot Surveying, L.L.C. Plat No. S12 - 086 Dated September 19, 2012.

FIELD OF RECORD  
AT 12:15 o'clock P.M.  
OCT 09 2012  
LEE RIGBY  
COUNTY CLERK, GONZALES COUNTY, TEXAS  
BY [Signature] DEPUTY

STATE OF TEXAS, COUNTY OF GONZALES  
I hereby certify that this instrument  
was filed on the 9th day of October 2012  
between by me and was duly recorded in  
the official Records of Gonzales County,  
Texas in Volume and page as stamped  
hereon: 1103  
OCT 10 2012  
[Signature]  
County Clerk, Gonzales County, Texas  
By [Signature]

# Development Application

## ZONING IMPACT ANALYSIS

Please answer these questions in order to assist Staff with the processing of your Zoning request.

- 1 Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan map, as amended?

yes

- 2 Are the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

yes - It has been already Utilized as commercial Use as motel + Apt. Use.  
Requesting to ~~be~~<sup>become</sup> entire parcel of property as commercial.

- 3 Is the proposed change in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

yes - I am not requesting any changes which will affect changes in utilities.

- 4 Are there other factors which will substantially affect the public health, safety, morals, or general welfare?

NO

# CITY OF GONZALES

---



820 St. Joseph Street  
P.O. Drawer 547  
Gonzales, Texas 78629  
Phone (830) 672-2815  
[www.gonzales.texas.gov](http://www.gonzales.texas.gov)

April 29, 2020

«Property\_Owner»  
«Mailing\_Address\_1»  
«City», «State» «Zip»

NOTICE IS HEREBY GIVEN THAT: Your property located at «Site\_Address» has been identified as a property owner within 200 feet of an area being considered for a rezoning.

The below listed properties are partially zoned as C-2 Heavy Commercial and partially zoned R-1 Single Family Residential District. The property owner has requested the same zoning designation of C-2 Heavy Commercial for the entirety of the tracts listed below. Note: Exhibit included in this mailing.

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** N/2, Lots 8-9, Kings Second Addition

**PARCEL:** 12997

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** Lot 7, and S/2 Lots 8-9

**PARCEL:** 12992

The Planning & Zoning Commission will hold a **Public Hearing May 18, 2020 at 5:30 p.m., via teleconference** to allow for public comment on the application to rezone the listed properties. After consideration and recommendation by Planning & Zoning Commission and the Public Hearing, the applications for rezoning will be presented to **City Council for a Public Hearing and possible approval on June 11, 2020 at 6:00 p.m. via teleconference.** 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.

Any property owner having any objections or comments to this change may so state his/her objections or comments in writing and return this form to the City of Gonzales, P.O. Box 547, Gonzales, Texas 78629 or [citysecretary@gonzales.texas.com](mailto:citysecretary@gonzales.texas.com) by the **May 14, 2020.** A property owner may appear before the commission via teleconference and verbally state any objections or comments during the public hearing, via the public toll-free dial in number. For additional information, contact the City Secretary's office at (830)-672-2815.

**SEE REVERSE FOR COMMENT FORM**

*In God We Trust*

**COMMENT FORM:**

The property owner has requested the same zoning designation of C-2 Heavy Commercial for the entirety of the tracts listed below.

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** N/2, Lots 8-9, Kings Second Addition

**PARCEL:** 12997

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** Lot 7, and S/2 Lots 8-9

**PARCEL:** 12992

**PLEASE CHECK ONE OF THE FOLLOWING AND RETURN (IF YOU HAVE ALREADY SUBMITTED YOUR COMMENTS FOR THE PREVIOUSLY SCHEDULED MARCH 23, 2020 MEETING THAT WAS CANCELLED, IT IS NOT NECESSARY TO SUBMIT NEW COMMENTS UNLESS YOUR OPINION HAS CHANGED):**

\_\_\_\_\_ **NO OBJECTION**      \_\_\_\_\_ **OBJECTIONS AND COMMENTS**

First Public Hearing - Planning and Zoning Commission – May 18, 2020, 5:30 PM

Second Public Hearing – City Council – June 11, 2020, 6:00 P.M.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*In God We Trust*

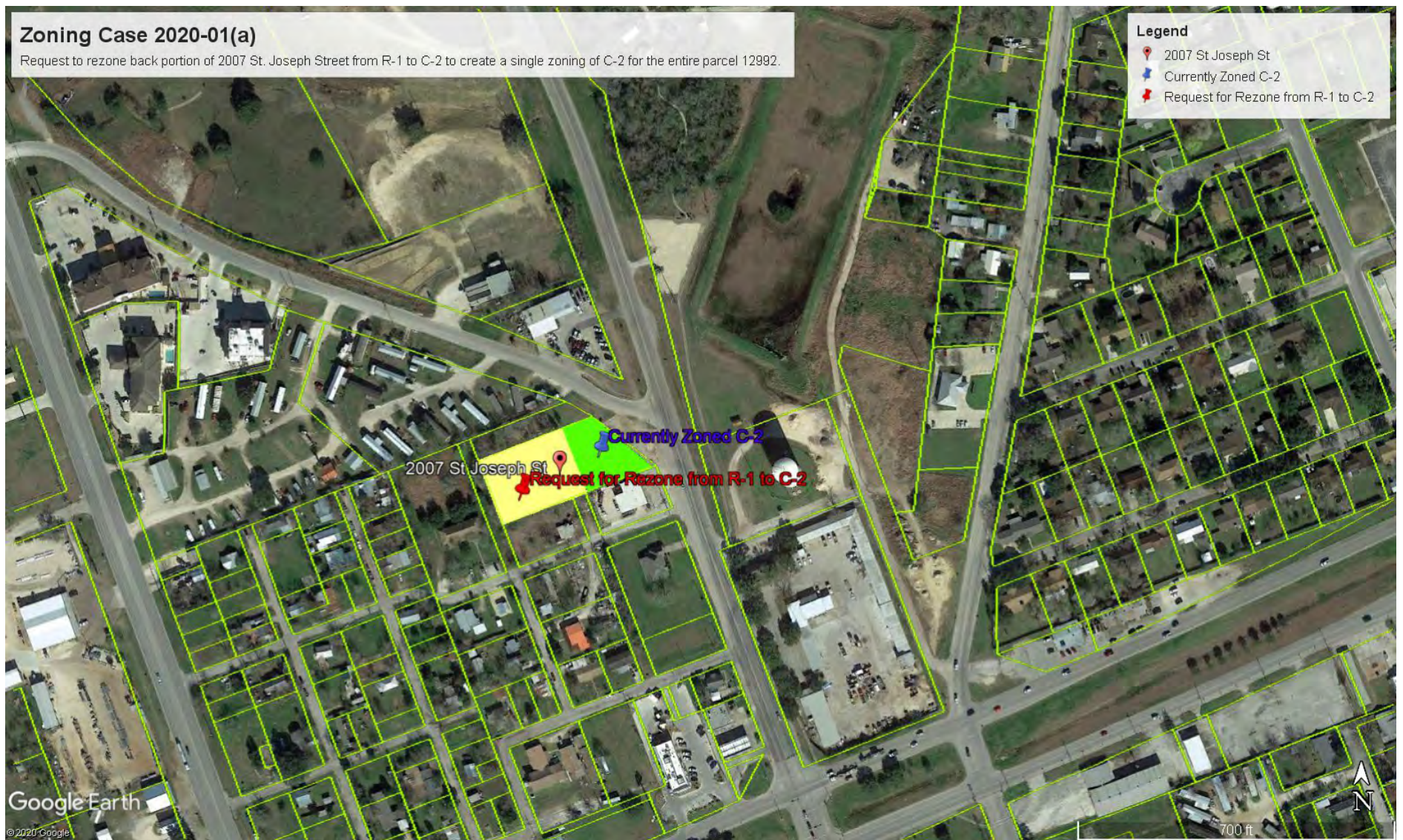


## Zoning Case 2020-01(a)

Request to rezone back portion of 2007 St. Joseph Street from R-1 to C-2 to create a single zoning of C-2 for the entire parcel 12992.

### Legend

- 2007 St Joseph St
- Currently Zoned C-2
- Request for Rezone from R-1 to C-2



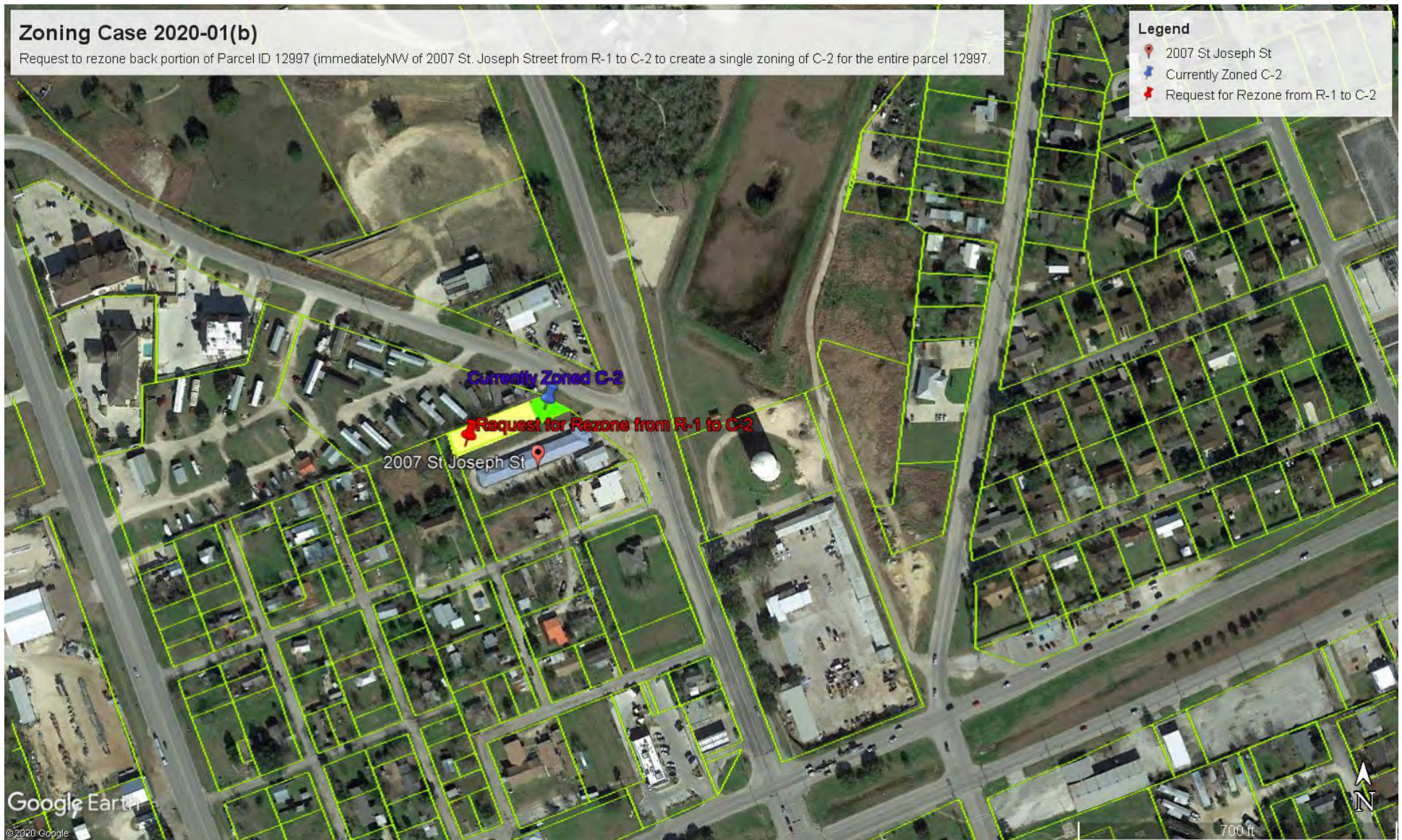


## Zoning Case 2020-01(b)

Request to rezone back portion of Parcel ID 12997 (immediately NW of 2007 St. Joseph Street from R-1 to C-2 to create a single zoning of C-2 for the entire parcel 12997.

### Legend

- 2007 St Joseph St
- Currently Zoned C-2
- Request for Rezone from R-1 to C-2

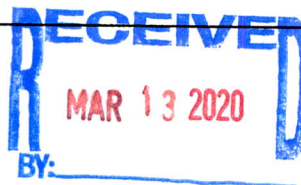




# CITY OF GONZALES



COME AND TAKE IT



820 St. Joseph Street  
P.O. Drawer 547  
Gonzales, Texas 78629  
Phone (830) 672-2815  
www.gonzales.texas.gov

March 9, 2020

Jonell Wise  
119 Ambrose Dr  
Pflugerville, TX 78660

NOTICE IS HEREBY GIVEN THAT: Your property located at 2000 Benton has been identified as a property owner within 200 feet of an area being considered for a rezoning.

The below listed properties are partially zoned as C-2 Heavy Commercial and partially zoned R-1 Single Family Residential District. The property owner has requested the same zoning designation of C-2 Heavy Commercial for the entirety of the tracts listed below. Note: Exhibit included in this mailing.

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** N/2, Lots 8-9, Kings Second Addition

**PARCEL:** 12997

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** Lot 7, and S/2 Lots 8-9

**PARCEL:** 12992

The Planning & Zoning Commission will hold a **Public Hearing March 23, 2020 at the Gonzales City Hall, 820 St. Joseph St. at 5:30 p.m.**, to allow for public comment on the application to rezone the listed properties. After consideration and recommendation by Planning & Zoning Commission and the Public Hearing, the applications for rezoning will be presented to **City Council for a Public Hearing and possible approval on April 9, 2020 at 6:00 p.m. at the Gonzales City Hall, 820 St. Joseph St.**

Any property owner having any objections or comments to this change may so state his/her objections or comments in writing and return this form to the City of Gonzales, P.O. Box 547, Gonzales, Texas 78629 or [citysecretary@gonzales.texas.com](mailto:citysecretary@gonzales.texas.com) by the **March 19, 2020**. A property owner may appear before the commission and verbally state any objections or comments at 820 St. Joseph, Gonzales, Texas 78629 at the date and time of the meeting stated below. For additional information, contact the City Secretary's office at (830)-672-2815.

**PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:**

☐ **NO OBJECTION**

☒ **OBJECTIONS AND COMMENTS**

First Public Hearing - Planning and Zoning Commission - March 23, 2020, 5:30 PM Gonzales Municipal Building, 820 St. Joseph Street

Second Public Hearing - City Council - April 9, 2020, 6:00 P.M. Location - Gonzales Municipal Building, 820 St. Joseph Street

*If the rezoning ~~is~~ not beneficial to me and my heirs, I object to this rezoning. I object to my property being used for heavy commercial use of any kind !!*

*Jonell Wise-Fields* 3-10-2020  
Signature Date

*In God We Trust*

# CITY OF GONZALES



COME AND TAKE IT

820 St. Joseph Street  
P.O. Drawer 547  
Gonzales, Texas 78629  
Phone (830) 672-2815  
[www.gonzales.texas.gov](http://www.gonzales.texas.gov)

March 9, 2020

Mildred Wright, et al  
5501 Chadwyck Dr  
Austin, TX 78702



NOTICE IS HEREBY GIVEN THAT: Your property located at 202 Carroll has been identified as a property owner within 200 feet of an area being considered for a rezoning.

The below listed properties are partially zoned as C-2 Heavy Commercial and partially zoned R-1 Single Family Residential District. The property owner has requested the same zoning designation of C-2 Heavy Commercial for the entirety of the tracts listed below. Note: Exhibit included in this mailing.

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** N/2, Lots 8-9, Kings Second Addition

**PARCEL:** 12997

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** Lot 7, and S/2 Lots 8-9

**PARCEL:** 12992

The Planning & Zoning Commission will hold a **Public Hearing March 23, 2020 at the Gonzales City Hall, 820 St. Joseph St. at 5:30 p.m.**, to allow for public comment on the application to rezone the listed properties. After consideration and recommendation by Planning & Zoning Commission and the Public Hearing, the applications for rezoning will be presented to **City Council for a Public Hearing and possible approval on April 9, 2020 at 6:00 p.m. at the Gonzales City Hall, 820 St. Joseph St.**

Any property owner having any objections or comments to this change may so state his/her objections or comments in writing and return this form to the City of Gonzales, P.O. Box 547, Gonzales, Texas 78629 or [citysecretary@gonzales.texas.com](mailto:citysecretary@gonzales.texas.com) by the **March 19, 2020**. A property owner may appear before the commission and verbally state any objections or comments at 820 St. Joseph, Gonzales, Texas 78629 at the date and time of the meeting stated below. For additional information, contact the City Secretary's office at (830)-672-2815.

**PLEASE CHECK ONE OF THE FOLLOWING AND RETURN:**

☐ **NO OBJECTION**

☒ **OBJECTIONS AND COMMENTS**

First Public Hearing - Planning and Zoning Commission – March 23, 2020, 5:30 PM Gonzales Municipal Building, 820 St. Joseph Street

Second Public Hearing – City Council – April 9, 2020, 6:00 P.M. Location - Gonzales Municipal Building, 820 St. Joseph Street

*DON'T WANT ANY HEAVY COMM. OVER RUNNING A  
RESIDENTIAL PROPERTY*

*[Signature]*  
Signature

*3/18/20*  
Date

*In God We Trust*



# CITY OF GONZALES



COME AND TAKE IT

820 St. Joseph Street  
P.O. Drawer 547  
Gonzales, Texas 78629  
Phone (830) 672-2815  
[www.gonzales.texas.gov](http://www.gonzales.texas.gov)

April 29, 2020

Shirley & Floyd Taylor  
PO Box 1514  
Gonzales, TX 78629

NOTICE IS HEREBY GIVEN THAT: Your property located at 1921 St. Joseph has been identified as a property owner within 200 feet of an area being considered for a rezoning.

The below listed properties are partially zoned as C-2 Heavy Commercial and partially zoned R-1 Single Family Residential District. The property owner has requested the same zoning designation of C-2 Heavy Commercial for the entirety of the tracts listed below. Note: Exhibit included in this mailing.

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** N/2, Lots 8-9, Kings Second Addition

**PARCEL:** 12997

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** Lot 7, and S/2 Lots 8-9

**PARCEL:** 12992

The Planning & Zoning Commission will hold a **Public Hearing May 18, 2020 at 5:30 p.m., via teleconference** to allow for public comment on the application to rezone the listed properties. After consideration and recommendation by Planning & Zoning Commission and the Public Hearing, the applications for rezoning will be presented to **City Council for a Public Hearing and possible approval on June 11, 2020 at 6:00 p.m. via teleconference.** 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.

Any property owner having any objections or comments to this change may so state his/her objections or comments in writing and return this form to the City of Gonzales, P.O. Box 547, Gonzales, Texas 78629 or [citysecretary@gonzales.texas.com](mailto:citysecretary@gonzales.texas.com) by the **May 14, 2020**. A property owner may appear before the commission via teleconference and verbally state any objections or comments during the public hearing, via the public toll-free dial in number. For additional information, contact the City Secretary's office at (830)-672-2815.

**SEE REVERSE FOR COMMENT FORM**

*In God We Trust*

**COMMENT FORM:**

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** N/2, Lots 8-9, Kings Second Addition

**PARCEL:** 12997

**PROPERTY OWNER:** Jajal Jagdish

**LEGAL DESCRIPTION:** Lot 7, and S/2 Lots 8-9

**PARCEL:** 12992

PLEASE CHECK ONE OF THE FOLLOWING AND RETURN (IF YOU HAVE ALREADY SUBMITTED YOUR COMMENTS FOR THE PREVIOUSLY SCHEDULED MARCH 23, 2020 MEETING THAT WAS CANCELLED, IT IS NOT NECESSARY TO SUBMIT NEW COMMENTS UNLESS YOUR OPINION HAS CHANGED):

✓ NO OBJECTION      \_\_\_\_\_ OBJECTIONS AND COMMENTS

First Public Hearing - Planning and Zoning Commission – May 18, 2020, 5:30 PM

Second Public Hearing – City Council – June 11, 2020, 6:00 P.M.

Shirley Taylor 5/3/2020  
Signature Date

*In God We Trust*

## **COUNCIL AGENDA ITEM BRIEFING DATA**



**DATE: June 11, 2020**

## **AGENDA ITEM**

Public Hearing, Discussion & Possible Action regarding proposed amendments to the City of Gonzales Zoning Regulations to amend the following Sections: Section 14.202 Definitions by amending the definitions for manufactured homes, mobile homes and modular homes; Section 14.308 Mobile Home District (M-H) to amend the general requirements and parking requirements; and Section 14.503 Cessation of Nonconforming Use to include manufactured homes in the provisions.

### **TYPE AGENDA ITEM:**

Public Hearing

**NOTE:** This item was tabled by the Planning and Zoning Commission, therefore, the City Council cannot take action and will not conduct the public hearing. This item is included for informational purposes only.

### **BACKGROUND:**

Chapter 211 of the Texas Local Government Code provides for the adoption and amendment of zoning regulations or zoning district boundaries.

The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality. On April 30, 2020 city staff published in the Gonzales Inquirer notice that the Planning & Zoning Commission would hold a Public Hearing on May 18, 2020 at 5:30 p.m. to consider the proposed amendment to the Zoning Ordinance and would make recommendation to the Council on the amendment. Within the same notification the Public Hearing to be held on June 11, 2020 at 6:00 p.m. was published for the City Council to discuss and consider the Planning & Zoning Commission's recommendation regarding the proposed amendment. On April 29, 2020 notices were also mailed to property owners within the M-H Mobile Home District.

City staff is requesting an amendment to the current zoning regulation to amend the definitions of manufactured homes and mobile homes to comply with the statutory definitions in Chapter 1201 of the Texas Occupations Code.

Staff asked the Planning and Zoning Commission to table consideration of this item at their May 18, 2020 meeting to provide for time to review all changes to the Zoning Regulations as part of an ongoing project.

### **STAFF RECOMMENDATION:**

No action can be taken until a recommendation and report is received by the Planning and Zoning Commission.

## **COUNCIL AGENDA ITEM BRIEFING DATA**



**DATE: June 11, 2020**

## **AGENDA ITEM**

Public Hearing, Discussion & Possible Action on **Resolution #2020-50** Affirming Concurrence with Title VI of the Civil Rights Act of 1964; Section 504 of The Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990 (ADA), Including the ADA Amendments Act of 2008; the Architectural Barriers Act of 1968, Including the Use of a Telecommunications Device for Persons Who Are Deaf (TDDs) or an Equally Effective Communication System

### **TYPE AGENDA ITEM:**

Public Hearing Item

### **BACKGROUND:**

The adoption of Title VI of the Civil Rights Act of 1964; Section 504 of The Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990 (ADA), Including the ADA Amendments Act of 2008; the Architectural Barriers Act of 1968, Including the Use of a Telecommunications Device for Persons Who Are Deaf (TDDs) or an Equally Effective Communication System is required in order to proceed with the CDBG-DR grant project.

In August of 2017, the City of Gonzales suffered damage to wastewater lines as a result of Hurricane Harvey. The State of Texas General Land Office (GLO) through the Golden Crescent Council of Governments allocated \$852,300 in CDBG – DR (Disaster Recovery Funding) to the City of Gonzales for infrastructure improvements as a result of disaster declaration DR-4332-2017. Public comment was taken on this application from July 1, 2019 – July 31, 2019 and any comments and responses are incorporated into the grant application. The grant application was due to the General Land Office by August 31, 2019. At the December 12, 2019, the City Council amended the resolution authorizing the application to include the dollar amount of the city's contribution, which is \$69,756.00 out of the Wastewater Department.

On February 10, 2020, the City was awarded the CDBG-DR grant through the GLO. In order to move forward with the project it is necessary to execute a contract for grant administration services.

Agenda items 2.3 through 2.5 and 3.3 are required as part of the grant award process.

### **POLICY CONSIDERATIONS:**

This is consistent with current policy.

### **FISCAL IMPACT:**

See information included in background statement.

### **ATTACHMENTS:**



Resolution  
Public Notices

**STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this Resolution.

## **RESOLUTION NO. 2020-50**

**A RESOLUTION OF THE CITY OF GONZALES, TEXAS, AFFIRMING CONCURRENCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964; SECTION 504 OF THE REHABILITATION ACT OF 1973, AND AMERICANS WITH DISABILITIES ACT OF 1990 (ADA), INCLUDING THE ADA AMENDMENTS ACT OF 2008 ; THE ARCHITECTURAL BARRIERS ACT OF 1968, INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR PERSONS WHO ARE DEAF (TDDs) OR AN EQUALLY EFFECTIVE COMMUNICATION SYSTEM; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS,** the City of Gonzales has received Community Development Block Grant Disaster Recovery (CDBG-DR) award through the Texas General Land Office (GLO) to provide wastewater line improvements; and

**WHEREAS,** the City of Gonzales affirms that it does not discriminate in the provision of any program based on the race, color, national origin, age, religion, gender, handicap status, veteran status, or any other protected status, of any individual; and

**WHEREAS,** the City of Gonzales has adopted a Section 504 Plan (attached as Exhibit “A”) to ensure that all individuals are provided reasonable access to all City of Gonzales facilities, programs, services and activities:

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

**Section 1.** The City Council of the City of Gonzales hereby adopts the Section 504 Plan attached as Exhibit “A” and authorizes the City Manager to enforce all certifications and assurances arising from this Plan; and

**Section 2.** The City Council of the City of Gonzales affirms the civil rights of all residents and directs and designates City Manager as the City’s Authorized Representative to act in all matters in connection with the aforementioned policies; and

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

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

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

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

**Section 6.** That 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 7.** This Resolution shall be effective upon its approval.

**Section 8.** This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 11<sup>th</sup> day of June, 2020.**

---

Mayor, Connie L. Kacir

ATTEST:

---

Kristi Gilbert, Interim City Secretary

## **EXHIBIT "A"**

*The City of Gonzales will provide safe and usable facilities for all individuals to ensure compliance with all federal, state and local regulations and standards. In accordance with ADA Title II requirements, the City of Gonzales prepared an ADA Plan, an ADA self-evaluation, a grievance procedure, and a notice of non-discrimination to address access employment, programs, and services*

**Americans with Disabilities Act (ADA) Plan**  
**City of Gonzales**  
June 2020

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## Introduction

To prohibit discrimination on the basis of disability, the Federal government enacted the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA). Title II of the ADA pertains to state and local governments and requires that persons with disabilities be provided with an equal opportunity to benefit from government programs, services and activities.

Title II of the ADA further identifies specific steps that state and local governments must follow to comply with the ADA. These include:

1. Prepare a Self-Evaluation of programs, services and activities that may not be accessible to persons with disabilities;
2. Develop a Plan to provide for the elimination of barriers for disabled persons to access these programs, services and activities;
3. Designate at least one employee as the ADA/Section 504 Coordinator to be responsible for the ADA compliance program;
4. Establish a Grievance Procedure to respond to complaints regarding accessibility;
5. Provide Notice to the public of the obligations under Title II to prohibit discrimination on the basis of disability;
6. Provide an Opportunity for interested persons, including individuals with disabilities, or organizations representing individuals with disabilities, to participate in the development of the Plan by submitting comments and making specific recommendations.

It is the goal of the City of Gonzales to provide safe and usable facilities for all individuals to ensure compliance with all federal, state and local regulations and standards. In accordance with the above ADA Title II requirements, the City of Gonzales prepared an ADA self-evaluation, a grievance procedure, and a notice of non-discrimination to address access employment, programs, and services.

The ADA/Section 504 Coordinator provides oversight and coordination of ADA compliance efforts with Management and Program Staff.

# **Background**

## **Disability Access Laws**

Title VI of the landmark Civil Rights Act of 1964 prohibits government agencies from discrimination on the grounds of race, color or national origin. The rights of persons with disabilities are protected under Section 504 of the Rehabilitation Act of 1973, and even further under the Americans with Disabilities Act of 1990 (ADA). In addition, the final rule implementing Section 1557 of the Affordable Care Act prohibits discrimination based on race, color, national origin, sex, age or disability in certain health programs and activities.

Title II of the ADA Act requires state and local governments to provide persons with disabilities an equal opportunity to benefit from government programs, services and activities. Title II dictates that state and local governments with 50 or more employees must develop self-evaluation and plans to make their facilities accessible.

## **Disability Defined**

Under the ADA, a qualified individual with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities.

# **ADA Compliance Program**

The purpose of this plan is to ensure that all individuals are provided reasonable access to all City of Gonzales facilities, programs, services and activities and to identify and create a Transition Plan, if necessary, to mitigate deficiencies within facilities, programs, services and activities that may pose an obstacle to those individuals that have a disability.

In compliance with the ADA, the City of Gonzales offered opportunities for interested persons, including individuals with disabilities or organizations representing individuals with disabilities to participate in the development of the plan by submitting and making specific recommendations.

## **Design Exceptions**

Where it is technically infeasible or structurally impracticable to fully comply with federal or state minimum standards, the City of Gonzales will make every effort to provide reasonable modifications that would improve the existing conditions to facilitate access to the maximum extent feasible.

# **Reasonable Modification Policy**

## **Non-Discrimination**

No person shall, on the grounds of race color, or national origin, sex, age or disability be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program, service or activity provided by the City of Gonzales.

## **Individuals with Disabilities**

No qualified individual with a disability shall, by reason of such a disability, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program, service or activity. The City of Gonzales shall not exclude or deny equal programs, services or activities to an individual because of the known disability.



### **Qualified Individual with a Disability**

A qualified individual with a disability is an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or the provision of auxiliary aids and services, meets the essential eligibility requirements for services or the participation in programs or activities provided by the City of Gonzales.

### **Reasonable Modification**

The City of Gonzales shall make reasonable modification in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the City of Gonzales can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

However, when the only remedy is to make structural changes, the recipient will prepare a Transition Plan itemizing the changes. Input from interested citizens, especially disabled residents, will be included, and the other transition plan requirements listed above apply in this case.

### **Communications**

The City of Gonzales shall take appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others. To this end, the City of Gonzales shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity conducted by the City of Gonzales. In determining what type of auxiliary aid or service is necessary, the City of Gonzales shall give primary consideration to the requests of the individual with disabilities.

### **Auxiliary Aids and Services**

- Provide qualified interpreters, transcription services, written materials, assistive listening systems or other methods for individuals with hearing impairments;
- Provide audio recordings, brailled materials, large print materials or other methods for individuals with visual impairments;
- Acquisition of equipment needed to reasonably meet the needs of the community;
- Other actions or modification needed to comply with ADA standards.
- Permitting access to a person with a disability accompanied by a service animal for assistance
- Provide language services to individuals whose primary language is not English.  
(Written materials or qualified interpreters)

### **Limits of Required Modifications**

The City of Gonzales is not required to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens. Any decision that complies with its responsibility to provide effective communication for individuals with disabilities would fundamentally alter the service, program, or activity. The decision shall be accompanied by a written statement of the reasons for reaching that conclusion.

### **Notice**

The City of Gonzales shall make available to applicants, employees, participants, beneficiaries, and other interested persons information regarding the provisions of Title II of the Americans with Disabilities Act (ADA), as well as Section 1557 of the Affordable Care Act, and its applicability to the

services, programs, or activities of the City of Gonzales. The information shall be made available in such manner as the ADA/Section 504 Coordinator finds necessary to apprise such persons of the protections against discrimination assured them by the ADA/Section 504.

## **Notification and Effective Communication**

As required by Title II of the ADA, public agencies must notify applicants, participants, beneficiaries, and other interested persons of their rights and of the agency's obligations under Title II to prohibit discrimination on the basis of disability.

### **Notice of Non-Discrimination**

The City of Gonzales has posted the Notice of Non-Discrimination to address employment, programs and services.

### **Public Outreach**

The City of Gonzales has provided an opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the plan by submitting comments and making specific recommendations. A comment period was announced on the City of Gonzales website. After adoption, a copy of this plan will be available for public reference on the City of Gonzales website. The City of Gonzales welcomes feedback from the public, including persons with disabilities, regarding the accessibility of its facilities. The public can communicate these requests to the City of Gonzales through email, phone calls, and by filling out the ADA Complaint Form.

### **Effective Communication**

To ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others, the City of Gonzales offers auxiliary aids and services at no cost, when requested in advance, by qualified individuals with disabilities. Written notification of the availability of auxiliary aids and services is provided on public meeting notices and at public information counters. Listed below is sample wording for a meeting notice:

*"In compliance with the Americans with Disabilities Act, persons with disabilities may request reasonable accommodations (including auxiliary aids and services at no cost) to participate in the meeting by contacting City of Gonzales, City Secretary at [citysecretary@gonzales.texas.gov](mailto:citysecretary@gonzales.texas.gov) or 830-672-2815 least 5 business days before the scheduled event."*

In addition, it is the policy of the City of Gonzales to provide the following statement on meeting notices, agendas and public information documents that such documents will be provided to persons with disabilities in alternate formats (such as large print, audio tape, electronic format, etc.) upon request: *To accommodate persons with disabilities, this document is available in alternate formats upon request.*

## **Inventory and Self-Evaluation**

### **Self-Evaluation**

The self-evaluation of City of Gonzales consists of its facilities, administrative practices, and employment practices of the municipality, as well as the annual projects and activities funded through federal grants. In the event that the municipality uses facilities of other municipalities or organizations to conduct the programs and activities funded with federal funds, those facilities,

administrative practices and employment practices are also subject to self-evaluation.

**List of Maintained Facilities:**

- Community Services
- Public Works
- Arena/Show Barn
- Rotary Pavilion
- Golf House
- Brickyard Pavilion
- City Hall
- Quadraplex
- Exposition Hall
- Soccer Field
- JB Wells
- Water Plant
- Hydro Electric
- St. Louis Gazebo
- Riverside Museum
- Police Department
- Library
- Fire Department
- Gonzales Museum

## **Service Requests and Grievance Procedure**

Title II of the ADA requires local governments with 50 or more employees to adopt and publish procedures for resolving grievances. The goal of the grievance procedure is to set out a system for resolving complaints of disability discrimination in a prompt and fair manner.

The City of Gonzales prepared the ADA Grievance Procedure, to address accessibility, employment, programs and services. This grievance procedure and its corresponding ADA Complaint Form, as shown in Appendix C, are available to the public and to employees through the ADA Coordinator/Section 504 Coordinator and on the website.

### **ADA/Section 504 Grievance Procedure**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA) and Section 1557 of the Affordable Care Act. The Grievance Procedure can be found in Appendix A of this document. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits provided by the City of Gonzales for access to facilities by persons with disabilities. The availability and use of the grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, national origin, sex, age or disability in court or with the U.S. Department of Health and Human Services, Office for Civil Rights.

The complaint should be in writing and contain the following information regarding the alleged discrimination:

- Complainant name
- Address of complainant
- Phone number of complainant
- Location of complaint
- Date of alleged violation/problem or action identified to be discriminatory and the remedy/relief sought
- Description of the alleged violation

Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request. The complaint should be submitted by the complainant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to the ADA/Section 504 Coordinator:

City of Gonzales, Chief Building Official  
PO Box 547 Gonzales, TX 78629-0547  
Phone: (830) 672-2815

Within 30 calendar days after receipt of the complaint, the ADA/Section 504 Coordinator or his/her designee will contact appropriate, in a format accessible to the complainant such as large print the complainant to discuss the complaint and possible resolutions. Within 30 calendar days of contacting the complainant, the ADA/Section 504 Coordinator or his/her designee will respond in writing, and where applicable, audio tape or electronic file.

The response will explain the position of the City of Gonzales and offer options for resolution of the complaint. If the response by the ADA/Section 504 Coordinator does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Executive Director.

Within 30 calendar days after receipt of the appeal decision, the Executive Director will contact the complainant to schedule a meeting to discuss the complaint and possible resolutions. Within 30 calendar days after the appeal, the City of Gonzales will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator, and responses, will be retained by the ADA Coordinator for at least three years. To accommodate persons with disabilities, this notice is available in alternate formats upon request.

## **Service Requests or Complaints**

Service Requests come into the City of Gonzales through several methods. Individuals either contact the ADA/Section 504 Coordinator, Civil Rights, Department of State Health Services, or Department of Aging and Disability Services by phone, email, mail or in person.

Individuals may download a general complaint form or they can download and fill out an online ADA Complaint form from the City of Gonzales webpage. Forms should be mailed or hand delivered to:

City of Gonzales, Chief Building Official  
PO Box 547 Gonzales, TX 78629-0547  
Phone: (830) 672-2815

When accessibility requests are made, the ADA/Section 504 Coordinator logs the request into a database. The data base is maintained locally by the ADA/Section 504 Coordinator. The ADA/Section 504 Coordinator reviews the request, investigates the request, in consultation with Human Resources as appropriate, and gives a recommendation for resolution to the City Manager's Office for the approval of allocating funds, if needed, to mitigate the request. If funds are allocated, then the request and recommendation are sent to the appropriate department to make the necessary corrections.

Each request is monitored from the date of receiving the request until final resolution. The ADA/Section 504 Coordinator summarizes the service requests/complaints and their resolution in an annual report to the City Manager's Office.

Persons with disabilities are also able to file formal ADA grievances through the United States Department of Justice, or Equal Employment Opportunity Commission.

## **Monitoring and Reporting**

The City of Gonzales' self-evaluation and plan are reviewed annually or as needed.

The progress of the ADA compliance program is documented in an annual report prepared by the ADA/Section 504 Coordinator for review by the City of Gonzales.

The annual report is intended to identify the following information:

- The number of complaints/requests
- The number of barrier removals and upgrades to accessibility
- The total funds spent for the accessibility program
- Updates on funding availability and the efforts taken to secure extra funding
- Summary of requests/complaints received and how requests/complaints were resolved
- Establishment of targets for the upcoming year

The annual report is retained by the ADA/Section 504 Coordinator for at least three years and is made available to the public in alternate formats upon request.

City of Gonzales  
Americans with Disabilities Act (ADA) Plan Appendices

## Appendix A – Grievance Procedure

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). The Grievance Procedure request form can be found in Appendix B of this document. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits provided by Gulf Bend Center for access to facilities by persons with disabilities. The availability and use of the grievance procedure does not prevent a person from pursuing other legal or administrative remedies, including filing a complaint of discrimination on the basis of race, color, national origin, sex, age or disability in court or with the U.S. Department of Health and Human Services, Office for Civil Rights.

The complaint should be in writing and contain the following information regarding 504 the alleged discrimination:

- Complainant name
- Address of complainant
- Phone number of complainant
- Location of complaint
- Date of alleged violation/problem or action identified to be discriminatory and the remedy/relief sought
- Description of the alleged violation

Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request. The complaint should be submitted by the complainant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to the ADA/Section 504 Coordinator:

City Secretary, City of Gonzales, 820 St. Joseph Street, Gonzales, Texas 78629-2815  
citysecretary@gonzales.texas.gov

Within 30 calendar days after receipt of the complaint, the ADA/Section 504 Coordinator or his/her designee will contact the complainant to discuss the complaint and possible resolutions. Within 30 calendar days of contacting the complainant, the ADA/Section 504 Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant such as large print, audio tape or electronic file.

The response will explain the position of the City of Gonzales and offer options for resolution of the complaint. If the response by the ADA/Section 504 Coordinator does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager.

Within 30 calendar days after receipt of the appeal decision, the City Manager will contact the complainant to schedule a meeting to discuss the complaint and possible resolutions. Within 30 calendar days after the appeal, the City of Gonzales will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA/Section 504 Coordinator, and responses, will be retained by the ADA/Section 504 Coordinator for at least three years. To accommodate persons with disabilities, this notice is available in alternate formats upon request.



## Appendix B – Formal Complaint Form

City Secretary, City of Gonzales, 820 St. Joseph Street, Gonzales, Texas 830-672-2815

citysecretary@gonzales.texas.gov

Name of Reporting Individual \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

***If person completing this form is different than person above, please complete your information below:***

Name \_\_\_\_\_ Phone \_\_\_\_\_

Program or Facility that is subject of complaint \_\_\_\_\_

What date did the situation occur? \_\_\_\_\_

Describe the program or situation where the accessibility issue occurred, providing name(s) of the individuals involved in the incident and any details that you think are important. Please attach any photos or supporting documentation to this form.

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Have efforts been made to resolve this complaint? If so, please describe efforts \_\_\_\_\_

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What would you consider a successful resolution to this complaint? \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of ADA/Section 504 Coordinator

\_\_\_\_\_  
Date Received

## Appendix C – Request for Accommodation Form

City Secretary, City of Gonzales, 820 St. Joseph Street, Gonzales, Texas 830-672-2815

citysecretary@gonzales.texas.gov

Requesting Individual \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**If person completing this form is different than person above, please complete your information below:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Check one: ☐ Accommodation ☐ Barrier ☐ Removal

Accommodation needed or location of barrier? *(Please be as specific as possible, e.g. assistive technology, reader, interpreter, schedule change, etc.):*

\_\_\_\_\_  
\_\_\_\_\_

Brief statement of why the accommodation is needed or the barrier removed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date accommodation is needed: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of ADA/Section 504 Coordinator

\_\_\_\_\_  
Date Received

# Appendix D – Services Animals

City Secretary, City of Gonzales, 820 St. Joseph Street, Gonzales, Texas 830-672-2815

citysecretary@gonzales.texas.gov

## Service Animals are welcome in the City of Gonzales

**SERVICE ANIMAL** means a **DOG or MINIATURE HORSE** that is individually **TRAINED** to *do work or perform tasks* for an individual with a disability. The task(s) performed must be directly related to the individual's disability.

- No other species are allowed public access
- Comfort, Therapy or Emotional Support dogs/miniature horses do not meet the definition of a service animal unless they have been individually trained to perform a task directly related to a person's disability (ie: sensing and performing a task to calm during an episode of PTSD)
- Service Dogs/Miniature Horses must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents him from using these devices. Individuals who cannot use such devices must **maintain control** of the animal through voice, signal, or other effective controls.

### Businesses may exclude service animals only if:

- The dog/miniature horse is out of control and the handler cannot or does not regain control;
- The dog/miniature horse is not housebroken; or
- The dog/miniature horse's presence will compromise the legitimate safety requirements necessary for the safe operation of the facility.

If a service animal is excluded, the individual must be allowed to enter the business without the service animal.

**In situations where it is not apparent that the dog/miniature horse is a service animal, a business may ask only two questions:**

- 1. Is the dog/miniature horse required because of a disability?**
- 2. What work or task has the dog/miniature horse been trained to perform?**

No other inquiries about an individual's disability or the dog/miniature horse are permitted. Businesses cannot require proof of certification or medical documentation as a condition for entry.

The U.S. Department of Justice provides information about the Americans with Disabilities Act (ADA) through a toll-free

ADA Information Line.

800-514-0301 (voice)  
800-514-0383 (TTY)

## NOTICE OF PUBLIC HEARING

The City of Gonzales, Texas, will hold a public hearing on Thursday, June 11, 2020, at 6pm at Gonzales City Hall, 820 St. Joseph Street, Gonzales, Texas, 78629. Please contact the City Secretary ([citysecretary@gonzales.texas.gov](mailto:citysecretary@gonzales.texas.gov)) at least 72 hours in advance of the meeting if you require special accommodations.

In accordance with Section 504 of the Rehabilitation Act of 1973, the City of Gonzales is required to have a Section 504 plan for all Department of Housing and Urban Development (HUD) programs. This includes the Community Development Block Grant (CDBG) Program. This plan is developed to protect qualified individuals with disabilities from discrimination. This plan protects qualified individuals with disabilities such as physical or mental impairment including hearing, speaking, and visual impairments. It also ensures reasonable accommodations to persons with disabilities.

The City of Gonzales would like to extend an invitation to all residents, businesses and service providers and local nonprofits within the City to provide input on the City of Gonzales Section 504 Plan. The Plan may be viewed at City Hall, 820 St. Joseph, Gonzales, TX. 78629 or online at <https://www.gonzales.texas.gov/> The Public Comment period will begin on May 7, 2020 and will conclude with a Public Hearing at the June 11, 2020, City Council meeting, where residents, particularly residents with disabilities, are encouraged to comment on the draft Section 504 Plan. The Section 504 Plan governs requests for modifications at government buildings or during public meetings.

Please submit comments to [citysecretary@gonzales.texas.gov](mailto:citysecretary@gonzales.texas.gov), or mail your comments to:

City of Gonzales  
c/o City Secretary  
P.O. Box 547  
Gonzales, Texas  
78629-0547



## **City of Gonzales Public Notice of Non Discrimination**

### **Policy of Nondiscrimination and Equal Opportunity**

The City of Gonzales affirms that it does not discriminate in the provision of or employment in, any program based on the race, color, national origin, age, religion, gender, handicap status, veteran status, or any other protected status, of any individual. The City Secretary of the City of Gonzales has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations regarding non-discrimination and the implementation of the City's Section 504 Policy which protects qualified individuals with disabilities from discrimination. It also ensures reasonable accommodations to persons with disabilities.

### **Citizen Participation & Grievance Procedures Notice**

The City of Gonzales has adopted complaint and grievance procedures regarding its CDBG funded programs. Residents may obtain a copy of these written procedures at Gonzales City Hall, 820 St. Joseph Street, Gonzales, TX. 78629, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Residents may also request the procedures be mailed to them by calling the City Secretary at (830) 672-2815 or via email at [citysecretary@gonzales.texas.gov](mailto:citysecretary@gonzales.texas.gov). These procedures outline the steps for a resident to follow if s/he wishes to file a complaint or grievance about CDBG activities.

### **Excessive Force Policy**

The City of Gonzales has adopted an Excessive Force Policy whereby the Gonzales Police Department personnel affirms that officers will use only the force necessary to accomplish lawful objectives. The City of Gonzales Police Department further affirms that an officer shall not use force in response to mere verbal provocation or abusive language directed at the officer or against any individuals or groups engaged in non-violent civil rights demonstrations. Also, that officers shall enforce any state or ordinance physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction. Residents may obtain a copy of the Excessive Force Policy at Gonzales City Hall, 820 St. Joseph Street, Gonzales, TX. 78629, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Residents may also request the policy be mailed to them by calling the City Secretary at (830) 672-2815 or via email at [citysecretary@gonzales.texas.gov](mailto:citysecretary@gonzales.texas.gov).

### **Section 3 Policy**

The City of Gonzales has adopted a Section 3 Policy affirming that when work is to be performed under a Section 3 applicable contract, to the greatest extent feasible, opportunities for training and employment will be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in the area or owned in substantial part by persons residing in the area of the project. Residents may obtain a copy of the Section 3 Policy at Gonzales City Hall, 820 St. Joseph Street, Gonzales, TX. 78629, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Residents may also request the policy be mailed to them by calling the City Secretary at (830) 672-2815 or via email at [citysecretary@gonzales.texas.gov](mailto:citysecretary@gonzales.texas.gov).

## **Fair Housing**

It is the policy of the City of Gonzales to bring about through fair, orderly and lawful procedures, the opportunity of each person to obtain housing without regard to race, color, national origin, age, religion, gender, handicap status, veteran status, or any other protected status. The principle of Fair Housing is not only a national law and national policy but a fundamental right for all in the United States. Residents may obtain a copy of the Fair Housing Proclamation at Gonzales City Hall, 820 St. Joseph Street, Gonzales, TX. 78629, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Residents may also request the policy be mailed to them by calling the City Secretary at (830) 672-2815 or via email at [citysecretary@gonzales.texas.gov](mailto:citysecretary@gonzales.texas.gov).

The City Council of the City of Gonzales affirms the Civil Rights of all residents and directs and designates City Manager as the City's Authorized Representative to act in all matters in connection with the aforementioned policies.



## **COUNCIL AGENDA ITEM BRIEFING DATA**



**DATE: June 11, 2020**

## **AGENDA ITEM**

Discuss, Consider and Possible Action Approving Ordinance #2020-11 Authorizing the Issuance of Up to \$4,240,000 in Principal Amount of City of Gonzales, Texas General Obligation Refunding Bonds, Series, 2020, Authorizing the Execution of a Deposit Agreement, A Paying Agent, Registrar Agreement, A Purchase Contract and Other Instruments and Procedures Related Thereto, Delegating Authority to Certain City Officials to Select Outstanding Obligations to be Refunded and Approve All Final Terms of the Bonds, Approving An Official Statement,, and Calling Certain Obligations for Redemption

### **TYPE AGENDA ITEM:**

Ordinance

### **BACKGROUND:**

Our Financial Advisors, RBC Capital Markets, LLC have presented us with a refunding analysis for the Combination Tax and Revenue Certificates of Obligation, Series 2011. They feel that based upon the current market conditions the estimated present value savings is \$374,000 or 8.83% of the principal amount refunded.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

Possible savings of around \$374,000.

### **ATTACHMENTS:**

Refunding Analysis.

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this ordinance.



## SUMMARY OF REFUNDING RESULTS

City of Gonzales, Texas (General Obligation)  
2020 Refunding

Dated Date	06/11/2020
Delivery Date	06/11/2020
Arbitrage yield	1.666498%
Escrow yield	0.000000%
Bond Par Amount	3,915,000.00
True Interest Cost	2.073711%
Net Interest Cost	2.239973%
All-In TIC	2.387215%
Average Coupon	4.000000%
Average Life	6.683
Par amount of refunded bonds	4,240,000.00
Average coupon of refunded bonds	3.861093%
Average life of refunded bonds	6.651
PV of prior debt to 06/11/2020 @ 1.666498%	4,857,117.98
Net PV Savings	374,552.13
Percentage savings of refunded bonds	8.833777%

# BOND SUMMARY STATISTICS

## City of Gonzales, Texas (General Obligation) 2020 Refunding

Dated Date	06/11/2020
Delivery Date	06/11/2020
First Coupon	09/01/2020
Last Maturity	03/01/2032
Arbitrage Yield	1.666498%
True Interest Cost (TIC)	2.073711%
Net Interest Cost (NIC)	2.239973%
All-In TIC	2.387215%
Average Coupon	4.000000%
Average Life (years)	6.683
Duration of Issue (years)	5.970
Par Amount	3,915,000.00
Bond Proceeds	4,405,808.25
Total Interest	1,046,500.00
Net Interest	586,033.00
Bond Years from Dated Date	26,162,500.00
Bond Years from Delivery Date	26,162,500.00
Total Debt Service	4,961,500.00
Maximum Annual Debt Service	414,700.00
Average Annual Debt Service	423,255.92
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	7.750000
Total Underwriter's Discount	7.750000
Bid Price	111.761609

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial	3,915,000.00	112.537	4.000%	6.683
	3,915,000.00			6.683

	TIC	All-In TIC	Arbitrage Yield
Par Value	3,915,000.00	3,915,000.00	3,915,000.00
+ Accrued Interest			
+ Premium (Discount)	490,808.25	490,808.25	490,808.25
- Underwriter's Discount	-30,341.25	-30,341.25	
- Cost of Issuance Expense		-80,000.00	
- Other Amounts			
Target Value	4,375,467.00	4,295,467.00	4,405,808.25
Target Date	06/11/2020	06/11/2020	06/11/2020
Yield	2.073711%	2.387215%	1.666498%

# SAVINGS

## City of Gonzales, Texas (General Obligation) 2020 Refunding

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 06/11/2020 @ 1.6664977%
09/30/2020	77,825.00	34,800.00	43,025.00	42,866.62
09/30/2021	441,300.00	411,400.00	29,900.00	29,540.70
09/30/2022	442,450.00	410,800.00	31,650.00	30,747.95
09/30/2023	443,300.00	414,700.00	28,600.00	27,318.30
09/30/2024	443,050.00	413,100.00	29,950.00	28,135.47
09/30/2025	441,675.00	411,100.00	30,575.00	28,247.79
09/30/2026	439,950.00	408,700.00	31,250.00	28,394.08
09/30/2027	441,900.00	410,800.00	31,100.00	27,796.28
09/30/2028	442,400.00	412,300.00	30,100.00	26,462.70
09/30/2029	437,400.00	408,300.00	29,100.00	25,165.49
09/30/2030	441,800.00	408,800.00	33,000.00	28,074.39
09/30/2031	440,500.00	408,700.00	31,800.00	26,612.08
09/30/2032	438,600.00	408,000.00	30,600.00	25,190.30
	5,372,150.00	4,961,500.00	410,650.00	374,552.13

### Savings Summary

PV of savings from cash flow	374,552.13
Net PV Savings	374,552.13

## SOURCES AND USES OF FUNDS

City of Gonzales, Texas (General Obligation)  
2020 Refunding

Dated Date	06/11/2020
Delivery Date	06/11/2020

## Sources:

Bond Proceeds:	
Par Amount	3,915,000.00
Premium	490,808.25
	<hr/>
	4,405,808.25
	<hr/> <hr/>

## Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.34
SLGS Purchases	<hr/> 4,291,883.00
	4,291,883.34

Delivery Date Expenses:	
Cost of Issuance	80,000.00
Underwriter's Discount	<hr/> 30,341.25
	110,341.25

Other Uses of Funds:	
Additional Proceeds	3,583.66
	<hr/>
	4,405,808.25
	<hr/> <hr/>

# BOND PRICING

## City of Gonzales, Texas (General Obligation) 2020 Refunding

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial:									
	03/01/2021	260,000	4.000%	1.200%	102.006				5,215.60
	03/01/2022	270,000	4.000%	1.300%	104.582				12,371.40
	03/01/2023	285,000	4.000%	1.410%	106.891				19,639.35
	03/01/2024	295,000	4.000%	1.460%	109.167				27,042.65
	03/01/2025	305,000	4.000%	1.520%	111.257				34,333.85
	03/01/2026	315,000	4.000%	1.880%	111.448				36,061.20
	03/01/2027	330,000	4.000%	1.600%	115.236				50,278.80
	03/01/2028	345,000	4.000%	1.630%	117.129				59,095.05
	03/01/2029	355,000	4.000%	1.660%	116.892 C	1.890%	03/01/2028	100.000	59,966.60
	03/01/2030	370,000	4.000%	1.700%	116.576 C	2.105%	03/01/2028	100.000	61,331.20
	03/01/2031	385,000	4.000%	1.750%	116.183 C	2.289%	03/01/2028	100.000	62,304.55
	03/01/2032	400,000	4.000%	1.800%	115.792 C	2.442%	03/01/2028	100.000	63,168.00
		3,915,000							490,808.25

Dated Date	06/11/2020	
Delivery Date	06/11/2020	
First Coupon	09/01/2020	
Par Amount	3,915,000.00	
Premium	490,808.25	
Production	4,405,808.25	112.536609%
Underwriter's Discount	-30,341.25	-0.775000%
Purchase Price	4,375,467.00	111.761609%
Accrued Interest		
Net Proceeds	4,375,467.00	

# BOND DEBT SERVICE

## City of Gonzales, Texas (General Obligation) 2020 Refunding

Dated Date 06/11/2020  
Delivery Date 06/11/2020

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2020			34,800	34,800
09/30/2021	260,000	4.000%	151,400	411,400
09/30/2022	270,000	4.000%	140,800	410,800
09/30/2023	285,000	4.000%	129,700	414,700
09/30/2024	295,000	4.000%	118,100	413,100
09/30/2025	305,000	4.000%	106,100	411,100
09/30/2026	315,000	4.000%	93,700	408,700
09/30/2027	330,000	4.000%	80,800	410,800
09/30/2028	345,000	4.000%	67,300	412,300
09/30/2029	355,000	4.000%	53,300	408,300
09/30/2030	370,000	4.000%	38,800	408,800
09/30/2031	385,000	4.000%	23,700	408,700
09/30/2032	400,000	4.000%	8,000	408,000
	3,915,000		1,046,500	4,961,500

# BOND DEBT SERVICE

## City of Gonzales, Texas (General Obligation) 2020 Refunding

Dated Date 06/11/2020  
Delivery Date 06/11/2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/01/2020			34,800	34,800	
09/30/2020					34,800
03/01/2021	260,000	4.000%	78,300	338,300	
09/01/2021			73,100	73,100	
09/30/2021					411,400
03/01/2022	270,000	4.000%	73,100	343,100	
09/01/2022			67,700	67,700	
09/30/2022					410,800
03/01/2023	285,000	4.000%	67,700	352,700	
09/01/2023			62,000	62,000	
09/30/2023					414,700
03/01/2024	295,000	4.000%	62,000	357,000	
09/01/2024			56,100	56,100	
09/30/2024					413,100
03/01/2025	305,000	4.000%	56,100	361,100	
09/01/2025			50,000	50,000	
09/30/2025					411,100
03/01/2026	315,000	4.000%	50,000	365,000	
09/01/2026			43,700	43,700	
09/30/2026					408,700
03/01/2027	330,000	4.000%	43,700	373,700	
09/01/2027			37,100	37,100	
09/30/2027					410,800
03/01/2028	345,000	4.000%	37,100	382,100	
09/01/2028			30,200	30,200	
09/30/2028					412,300
03/01/2029	355,000	4.000%	30,200	385,200	
09/01/2029			23,100	23,100	
09/30/2029					408,300
03/01/2030	370,000	4.000%	23,100	393,100	
09/01/2030			15,700	15,700	
09/30/2030					408,800
03/01/2031	385,000	4.000%	15,700	400,700	
09/01/2031			8,000	8,000	
09/30/2031					408,700
03/01/2032	400,000	4.000%	8,000	408,000	
09/30/2032					408,000
	3,915,000		1,046,500	4,961,500	4,961,500



## UNDERWRITER'S DISCOUNT

City of Gonzales, Texas (General Obligation)  
2020 Refunding

Underwriter's Discount	\$/1000	Amount
Other Underwriter's Discount	7.75	30,341.25
	7.75	30,341.25

## ESCROW REQUIREMENTS

City of Gonzales, Texas (General Obligation)  
2020 Refunding

Period Ending	Interest	Principal Redeemed	Total
07/01/2020	51,883.33	4,240,000.00	4,291,883.33
	51,883.33	4,240,000.00	4,291,883.33

ESCROW DESCRIPTIONS

City of Gonzales, Texas (General Obligation)  
2020 Refunding

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Jun 11, 2020:						
SLGS	Certificate	07/01/2020	07/01/2020	4,291,883		0.000%
				4,291,883		

SLGS Summary

SLGS Rates File	04MAY20
Total Certificates of Indebtedness	4,291,883.00

ESCROW COST

City of Gonzales, Texas (General Obligation)  
2020 Refunding

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	07/01/2020	4,291,883		4,291,883.00
		4,291,883		4,291,883.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
06/11/2020	4,291,883	0.34	4,291,883.34
	4,291,883	0.34	4,291,883.34

## ESCROW SUFFICIENCY

City of Gonzales, Texas (General Obligation)  
2020 RefundingPrior Debt (PRI)

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
09/30/2020	4,291,883.33	4,291,883.34	0.01	0.01
	4,291,883.33	4,291,883.34	0.01	

ESCROW CASH FLOW

City of Gonzales, Texas (General Obligation)  
2020 Refunding

Date	Principal	Net Escrow Receipts	Present Value to 06/11/2020 @ 0.0000000%
07/01/2020	4,291,883.00	4,291,883.00	4,291,883.00
	4,291,883.00	4,291,883.00	4,291,883.00

Escrow Cost Summary

Purchase date	06/11/2020
Purchase cost of securities	4,291,883.00
Target for yield calculation	4,291,883.00

# SUMMARY OF BONDS REFUNDED

## City of Gonzales, Texas (General Obligation) 2020 Refunding

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Certificates of Obligation, Series 2011, 2011:					
SERIAL	03/01/2021	3.000%	290,000.00	07/01/2020	100.000
	03/01/2022	3.000%	300,000.00	07/01/2020	100.000
	03/01/2023	3.000%	310,000.00	07/01/2020	100.000
	03/01/2024	3.500%	320,000.00	07/01/2020	100.000
	03/01/2025	3.500%	330,000.00	07/01/2020	100.000
	03/01/2026	3.500%	340,000.00	07/01/2020	100.000
	03/01/2027	4.000%	355,000.00	07/01/2020	100.000
	03/01/2028	4.000%	370,000.00	07/01/2020	100.000
	03/01/2029	4.000%	380,000.00	07/01/2020	100.000
	03/01/2030	4.000%	400,000.00	07/01/2020	100.000
	03/01/2031	4.000%	415,000.00	07/01/2020	100.000
	03/01/2032	4.000%	430,000.00	07/01/2020	100.000
			4,240,000.00		



PRIOR BOND DEBT SERVICE

City of Gonzales, Texas (General Obligation)  
2020 Refunding

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2020			77,825	77,825
09/30/2021	290,000	3.000%	151,300	441,300
09/30/2022	300,000	3.000%	142,450	442,450
09/30/2023	310,000	3.000%	133,300	443,300
09/30/2024	320,000	3.500%	123,050	443,050
09/30/2025	330,000	3.500%	111,675	441,675
09/30/2026	340,000	3.500%	99,950	439,950
09/30/2027	355,000	4.000%	86,900	441,900
09/30/2028	370,000	4.000%	72,400	442,400
09/30/2029	380,000	4.000%	57,400	437,400
09/30/2030	400,000	4.000%	41,800	441,800
09/30/2031	415,000	4.000%	25,500	440,500
09/30/2032	430,000	4.000%	8,600	438,600
	4,240,000		1,132,150	5,372,150

# ESCROW STATISTICS

## City of Gonzales, Texas (General Obligation) 2020 Refunding

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:						
4,291,883.34	0.056			4,287,928.06	3,955.28	
4,291,883.34				4,287,928.06	3,955.28	0.00

Delivery date	06/11/2020
Arbitrage yield	1.666498%

FORM 8038 STATISTICS

City of Gonzales, Texas (General Obligation)  
2020 Refunding

Dated Date 06/11/2020  
Delivery Date 06/11/2020

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Serial:						
	03/01/2021	260,000.00	4.000%	102.006	265,215.60	260,000.00
	03/01/2022	270,000.00	4.000%	104.582	282,371.40	270,000.00
	03/01/2023	285,000.00	4.000%	106.891	304,639.35	285,000.00
	03/01/2024	295,000.00	4.000%	109.167	322,042.65	295,000.00
	03/01/2025	305,000.00	4.000%	111.257	339,333.85	305,000.00
	03/01/2026	315,000.00	4.000%	111.448	351,061.20	315,000.00
	03/01/2027	330,000.00	4.000%	115.236	380,278.80	330,000.00
	03/01/2028	345,000.00	4.000%	117.129	404,095.05	345,000.00
	03/01/2029	355,000.00	4.000%	116.892	414,966.60	355,000.00
	03/01/2030	370,000.00	4.000%	116.576	431,331.20	370,000.00
	03/01/2031	385,000.00	4.000%	116.183	447,304.55	385,000.00
	03/01/2032	400,000.00	4.000%	115.792	463,168.00	400,000.00
		3,915,000.00			4,405,808.25	3,915,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	03/01/2032	4.000%	463,168.00	400,000.00		
Entire Issue			4,405,808.25	3,915,000.00	6.8165	1.6665%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	110,341.25
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to refund prior tax-exempt bonds	4,291,883.34
Proceeds used to refund prior taxable bonds	0.00
Remaining WAM of prior tax-exempt bonds (years)	6.6515
Remaining WAM of prior taxable bonds (years)	0.0000
Last call date of refunded tax-exempt bonds	07/01/2020

2011 Form 8038 Statistics

Proceeds used to currently refund prior issues	4,291,883.34
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	6.6515
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

City of Gonzales, Texas (General Obligation)  
2020 Refunding

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Certificates of Obligation, Series 2011:					
SERIAL	03/01/2021	290,000.00	3.000%	100.000	290,000.00
SERIAL	03/01/2022	300,000.00	3.000%	100.000	300,000.00
SERIAL	03/01/2023	310,000.00	3.000%	100.000	310,000.00
SERIAL	03/01/2024	320,000.00	3.500%	100.000	320,000.00
SERIAL	03/01/2025	330,000.00	3.500%	100.000	330,000.00
SERIAL	03/01/2026	340,000.00	3.500%	100.000	340,000.00
SERIAL	03/01/2027	355,000.00	4.000%	100.000	355,000.00
SERIAL	03/01/2028	370,000.00	4.000%	100.000	370,000.00
SERIAL	03/01/2029	380,000.00	4.000%	100.000	380,000.00
SERIAL	03/01/2030	400,000.00	4.000%	100.000	400,000.00
SERIAL	03/01/2031	415,000.00	4.000%	100.000	415,000.00
SERIAL	03/01/2032	430,000.00	4.000%	100.000	430,000.00
		4,240,000.00			4,240,000.00
			Last Call Date	Issue Date	Remaining Weighted Average Maturity
Certificates of Obligation, Series 2011			07/01/2020	12/29/2011	6.6515
All Refunded Issues			07/01/2020		6.6515

ORDINANCE NO. \_\_\_\_\_

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**ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$4,240,000 IN PRINCIPAL AMOUNT OF *CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020*, AUTHORIZING THE EXECUTION OF A DEPOSIT AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT AND OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO, DELEGATING AUTHORITY TO CERTAIN CITY OFFICIALS TO SELECT OUTSTANDING OBLIGATIONS TO BE REFUNDED AND APPROVE ALL FINAL TERMS OF THE BONDS, APPROVING AN OFFICIAL STATEMENT, AND CALLING CERTAIN OBLIGATIONS FOR REDEMPTION**

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**DATE OF APPROVAL: JUNE 11, 2020**

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ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AUTHORIZING THE ISSUANCE UP TO \$4,240,000 IN PRINCIPAL AMOUNT OF CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020, AUTHORIZING THE EXECUTION OF A DEPOSIT AGREEMENT, A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE CONTRACT AND OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO, DELEGATING AUTHORITY TO CERTAIN CITY OFFICIALS TO SELECT OUTSTANDING OBLIGATIONS TO BE REFUNDED AND APPROVE ALL FINAL TERMS OF THE BONDS, APPROVING AN OFFICIAL STATEMENT, AND CALLING CERTAIN OBLIGATIONS FOR REDEMPTION**

**THE STATE OF TEXAS                   §  
COUNTY OF GONZALES               §  
CITY OF GONZALES                   §**

**WHEREAS**, the **CITY OF GONZALES, TEXAS** (the "**City**") in Gonzales County, Texas, is a political subdivision of the State of Texas operating as a home-rule city pursuant to the Texas Local Government Code and its City Charter which was initially approved by the qualified voters of the City on December 10, 1957, and which has been amended from time to time, with the most recent amendments being approved by the qualified voters of the City on May 4, 2019; and

**WHEREAS**, among numerous series of bonds of the City which are secured by the full faith and credit of the City and a pledge by the City to levy ad valorem taxes sufficient to pay principal of and interest on such bonds as they become due, within the limits permitted by law, there are specifically outstanding the following series of obligations:

*City of Gonzales, Texas Combination Tax and Revenue Certificates of Obligation, Series 2011, dated December 1, 2011, maturing on March 1 in the years 2021 through 2032, currently outstanding in the aggregate principal amount of \$4,240,000 (the "**Series 2011 Certificates**")*; and

**WHEREAS**, pursuant to the ordinance which authorized the Series 2011 Certificates, the Series 2011 Certificates maturing on an after March 1, 2021 are subject to redemption at the option of the City on March 1, 2020 and on any date thereafter; and

**WHEREAS**, the City now desires to authorize the refunding of all or a portion of the Series 2011 Certificates maturing on and after March 1, 2021, which are more fully described as follows:



**SERIES 2011 CERTIFICATES ELIGIBLE TO BE REFUNDED**

<b>MATURITY (MARCH 1)</b>	<b>PRINCIPAL AMOUNT MATURING IN YEAR (\$)</b>	<b>PRINCIPAL AMOUNT ELIGIBLE TO BE REFUNDED (\$)</b>	<b>STATED INTEREST RATE (%)</b>	<b>CUSIP No. (382010)</b>
2021	290,000	290,000	3.000	AJ5
2022	300,000	300,000	3.000	AK2
2023	310,000	310,000	3.000	AL0
2024	320,000	320,000	3.500	AM8
2025	330,000	330,000	3.500	AN6
2026	340,000	340,000	3.500	AP1
2027	355,000	355,000	4.000	AQ9
2028	370,000	370,000	4.000	AR7
2029	380,000	380,000	4.000	AS5
2030	400,000	400,000	4.000	AT3
2031	415,000	415,000	4.000	AU0
2032	<u>430,000</u>	<u>430,000</u>	4.000	AV8
Totals	<u>4,240,000</u>	<u>4,240,000</u>	***	***

**WHEREAS**, pursuant to the provisions of Section 1207.007(a)(4), Texas Government Code, the City now desires to delegate to a "Designated Officer" (as defined in Section 1(a) below) the authority, individually or collectively, to select the specific maturities and principal amounts of the Series 2011 Certificates described in the preceding recital to be refunded with proceeds of the bonds authorized pursuant to this Ordinance and effect the sale of such bonds; and

**WHEREAS**, the Series 2011 Certificates selected by a Designated Officer to be refunded as authorized by Section 1(c) of this Ordinance are hereafter referred to as the "**Refunded Obligations**"; and

**WHEREAS**, Chapter 1207, Texas Government Code, as amended ("**Chapter 1207**"), authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a place of payment (paying agent) for the Refunded Obligations, or with another trust company or commercial bank that does not act as a depository for the City, in an amount sufficient to provide for the payment and/or redemption of the Refunded Obligations, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

**WHEREAS**, Chapter 1207 (specifically Section 1207.062, Texas Government Code) further authorizes the City to enter into an escrow agreement with any paying agent for the Refunded Obligations, or with another trust company or commercial bank that does not act as a depository for

the City, with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree; provided that such deposits may be invested and reinvested in:

(i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States,

(ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council of the City adopts or approves this Ordinance, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and

(iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council of the City adopts or approves this Ordinance, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent,

and all of which must mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or redemption of the Refunded Obligations; and

**WHEREAS**, U.S. BANK NATIONAL ASSOCIATION, currently serves as the paying agent for the Series 2011 Certificates, and the Deposit Agreement hereinafter authorized between the City and U.S. Bank National Association, shall constitute an escrow agreement of the kind authorized and permitted by Chapter 1207; and

**WHEREAS**, the City Council of the City hereby finds and declares a public purpose and deems it advisable and in the best interests of the City to issue a series of bonds (defined in Section 2 hereof as the "**Bonds**"), the proceeds of which will be used to pay costs of issuance and refund the Refunded Obligations in order to achieve a gross debt service savings and a net present value debt service savings for the benefit of the taxpayers of the City; provided, however, in no event shall Bonds be issued unless the City is able to achieve a net present value debt service savings of at least 4.50% of the principal amount of the Refunded Obligations; and

**WHEREAS**, the Bonds hereinafter authorized and designated are to be issued and delivered pursuant to Chapter 1207; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

**SECTION 1. AMOUNT AND PURPOSE OF THE BONDS; DELEGATION OF AUTHORITY TO CERTAIN CITY OFFICIALS.**

(a) Authorization to Issue General Obligation Refunding Bonds. General obligation bonds of the City are hereby authorized to be issued and delivered in the aggregate principal amount as designated by the Mayor, the City Manager and/or the Director of Finance of the City (each a "**Designated Officer**") pursuant to the provisions of Section 1(b) of this Ordinance **FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS, AND TO PAY FOR COSTS OF ISSUANCE.**

(b) Delegation of Final Terms. As authorized by Section 1207.007, Texas Government Code, each Designated Officer, acting individually or in combination with another Designated Officer, is hereby authorized, appointed, and designated as an officer of the City authorized to act on behalf of the City to effect the sale of the Bonds and establish the terms and details related to the issuance and sale of the Bonds including the total aggregate principal amount of Bonds to be issued (but in no event to exceed \$4,240,000 in aggregate principal amount), the price at which the Bonds will be sold (but in no event shall the Bonds be sold at a price which would result in a net present value debt service savings of less than 4.50% of the principal amount of the Refunded Obligations), the date of the Bonds, the aggregate principal amount of each maturity thereof, the due date of each maturity (but in no event later than *March 1, 2032*), the rate of interest to be borne on the principal amount of each such maturity (but in no event to exceed a true interest cost rate for all of the Bonds of 4.50% per annum), the interest payment periods, the dates, price and terms upon and at which the Bonds shall be subject to any mandatory sinking fund redemption provisions for any maturity, and all other matters relating to the issuance, sale and delivery of the Bonds. Each Designated Officer, acting individually or in combination with another Designated Officer for and on behalf of the City, is further authorized to (i) complete and attach Exhibit A of this Ordinance, (ii) revise and complete the FORM OF BOND set forth in Section 5 of this Ordinance, with the final terms of the Bonds approved pursuant to the authority granted herein, (iii) and to approve and execute a Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar (defined herein), upon consultation with the City's Bond Counsel, and (iv) approve the form, enter into, execute and carry out a Purchase Contract to purchase the Bonds (in the form approved by Bond Counsel for the City) with one or more investment banking firms selected by a Designated Officer to serve as the underwriters for the Bonds (which firm or firms shall be named in Exhibit A of this Ordinance).

(c) Delegation of Authority to Select Series 2011 Certificates for Refunding. As authorized by Section 1207.007(a)(4), Texas Government Code, each Designated Officer, acting individually or in combination with another Designated Officer for and on behalf of the City, is hereby authorized to select all or any portion of the Series 2011 Certificates maturing on and after March 1, 2021 to be refunded with proceeds of the Bonds and to evidence the selection of such Series 2011 Certificates by executing and attaching to this Ordinance as Exhibit B a certificate describing the maturities and the principal amount of such maturities of the Series 2011 Certificates to be refunded with the proceeds of the Bonds.

(d) Determination Required by Section 1201.022(a)(3), Texas Government Code. In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City Council hereby determines that the delegation of the authority to each Designated Officer to approve the final terms of the Bonds set forth in this Ordinance is, and the decisions made by a Designated Officer pursuant to such delegated authority and incorporated in Exhibit A will be, in the City's best interests, and each Designated Officer is hereby authorized to make and include in Exhibit A an appropriate finding to that effect.

(e) Expiration of Delegation Authority. The authority delegated to a Designated Officer pursuant to Sections 1(b) and (c) above shall expire on December 11, 2020.

**SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF BONDS.** Each Bond issued pursuant to this Ordinance shall be designated **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BOND, SERIES 2020**, and initially there shall be issued, sold and delivered hereunder one fully registered bond, numbered T-1 (the "**Initial Bond**"), without interest coupons, dated as of the date determined by a Designated Officer and set forth in Exhibit A, and payable on the dates and in the principal amounts determined by a Designated Officer and set forth in Exhibit A, with Bonds issued and delivered in substitution for the Initial Bond being in the denomination of \$5,000 or any integral multiple thereof, being numbered consecutively from R-1 upward, and being payable to the initial registered owner designated in Section 13 hereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof (the "**Registered Owner**").

**SECTION 3. INTEREST.** The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BOND set forth in this Ordinance to their respective dates of maturity at the rates per annum determined by a Designated Officer as set forth in Exhibit A attached hereto. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Ordinance.

#### **SECTION 4. CHARACTERISTICS OF THE BONDS.**

(a) Registration, Transfer, and Exchange; Authentication. The City shall keep or cause to be kept books or records for the registration of the transfer, conversion and exchange of the Bonds (the "**Registration Books**") at the designated corporate trust or commercial banking office U.S. Bank National Association, Houston, Texas (the "**Paying Agent/Registrar**"). The Paying Agent/Registrar shall serve as the City's registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe, and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under

reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in this Ordinance. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Sections 1201.061 through 1201.067 of the Public Securities Code, Chapter 1201, Texas Government Code, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/ Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, if any, (iii) may be transferred and assigned, (iv) may be exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal interest, and (viii) shall be administered and the Paying Agent/Registrar, and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Initial Bond is not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute Bond issued in exchange for the Initial Bond issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the

form set forth in the FORM OF BOND. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Bond delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF BOND below, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity and shall be an entity registered with the Securities and Exchange Commission. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System for Bonds. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified in Section 13 herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("**DTC**"), and except as provided in subsection (i) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("**DTC Participant**") to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with

respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the Ordinance of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only Systems. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Letter of Representation. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation, if necessary, with DTC establishing the book-entry only system with respect to the Bonds.

(i) Delivery of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds and, payable in stated installments to the initial registered owner named in Section 13 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and the City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Bonds, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to the initial registered owner or its designee one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

**SECTION 5. FORM OF BOND.** The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas (to be attached only to the Bonds initially issued and delivered pursuant to this Ordinance), shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

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**FORM OF BOND**

R-\_\_

Principal Amount  
\$\_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF GONZALES  
CITY OF GONZALES, TEXAS  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2020**

<u>INTEREST RATE</u>	<u>DATE OF SERIES</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
____%	June 1, 2020	March 1, 20__	382010 ____

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**DOLLARS**

***ON THE MATURITY DATE*** specified above, the ***CITY OF GONZALES, TEXAS*** (the "***City***"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "***Registered Owner***") the Principal Amount set forth above, and to pay interest thereon from the date of initial delivery of this Bond as shown on the records of the Paying Agent/Registrar defined and identified below, at the Interest Rate per annum specified above, on September 1, 2020, and semiannually on each March 1 and September 1 thereafter to the Maturity Date specified above or the date of redemption prior to stated maturity; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such Principal Amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

***THE PRINCIPAL OF AND INTEREST ON THIS BOND*** are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust or commercial banking office (initially located in Houston, Texas) of **U.S. BANK NATIONAL ASSOCIATION**, which is the "***Paying Agent/Registrar***" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City

required by the ordinance authorizing the issuance of the Bonds (the "**Bond Ordinance**") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "**Record Date**") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "**Special Record Date**") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

***IF THE DATE FOR ANY PAYMENT DUE*** on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the designated office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

***THIS BOND IS ONE OF A SERIES OF BONDS***, dated as of June 1, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_ ***FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S GENERAL OBLIGATION INDEBTEDNESS AND TO PAY FOR COSTS OF ISSUANCE.***

***ON MARCH 1, 2029, OR ON ANY DATE THEREAFTER***, the Bonds scheduled to mature on and after March 1, 2030, may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part (provided that a portion of such Bond may be redeemed only in an integral multiple of \$5,000 in principal amount) at the redemption price equal to the principal amount being called for redemption plus unpaid accrued interest. If less than all of such Bonds are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot.

**ADDITIONALLY, THE BONDS MATURING** on March 1 in the years 20\_\_, 20\_\_, and 20\_\_ (the "**Term Bonds**") are subject to mandatory redemption prior to maturity in part by lot, at a price equal to the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the respective principal amounts shown below:

TERM BONDS MATURING MARCH 1, 20__		TERM BONDS MATURING MARCH 1, 20__	
Mandatory Redemption Date	Redemption Amount (\$)	Mandatory Redemption Date	Redemption Amount (\$)
March 1, 20__		March 1, 20__	
March 1, 20__		March 1, 20__	
March 1, 20__ (maturity)		March 1, 20__ (maturity)	

TERM BONDS MATURING MARCH 1, 20__	
Mandatory Redemption Date	Redemption Amount (\$)
March 1, 20__	
March 1, 20__	
March 1, 20__ (maturity)	

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of such mandatory redemption requirements may be reduced, at the option of the City, by the principal amount of any such Term Bonds which, prior to the date of the mailing of notice of such mandatory redemption, (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City, or (iii) shall have been redeemed pursuant to the optional redemption provisions described in the preceding paragraph and not theretofore credited against a mandatory redemption requirement.

**AT LEAST 30 DAYS PRIOR** to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. Any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Registered Owner. The notice with respect to an optional redemption of Bonds may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind

such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is mailed (and not rescinded), and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Bond Ordinance.

***ALL BONDS OF THIS SERIES*** are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange of a Bond during the period commencing with the close of business on any Record Date immediately preceding a principal or interest payment date for such Bond and ending with the opening of business on the next following principal or interest payment date.

***WHENEVER THE BENEFICIAL OWNERSHIP*** of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

***IN THE EVENT ANY PAYING AGENT/REGISTRAR*** for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

***IT IS HEREBY CERTIFIED, RECITED, AND COVENANTED*** that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits provided by law.

***THE CITY HAS RESERVED THE RIGHT TO AMEND*** the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

***BY BECOMING THE REGISTERED OWNER*** of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

***IN WITNESS WHEREOF***, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City and countersigned with the manual or facsimile signature of the City Secretary of the City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

\_\_\_\_\_  
(facsimile signature)  
City Secretary, City of Gonzales, Texas

(Seal)

\_\_\_\_\_  
(facsimile signature)  
Mayor [Pro-Tem], City of Gonzales, Texas

**FORM OF REGISTRATION CERTIFICATE OF  
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

**COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_**

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

(Comptroller's Seal)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

(To be executed if this Bond is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

**U.S. BANK NATIONAL ASSOCIATION**  
Houston, Texas  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

**FORM OF ASSIGNMENT:**

**ASSIGNMENT**

***FOR VALUE RECEIVED***, the undersigned Registered Owner of this Bond, or duly authorized representative or attorney thereof, hereby assigns this Bond to

\_\_\_\_\_  
(Assignee's Social Security or Taxpayer Identification) (Print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\_\_\_\_\_  
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**INITIAL BOND INSERTIONS**

The Initial Bond shall be in the form set forth above except that:

- (A) Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall be completed with the words "As shown below" and "CUSIP NO. \_\_\_\_\_" shall be deleted.
- (B) The first paragraph shall be deleted and the following shall be inserted:

***"ON THE RESPECTIVE MATURITY DATES*** specified below, the ***CITY OF GONZALES, TEXAS*** (the "***City***"), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "***Registered Owner***"), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from the date of initial delivery of this Bond as shown on the records of the Paying Agent/Registrar defined and identified below, at the respective Interest Rates per annum specified below, payable on September 1, 2020, and semiannually on each March 1 and September 1

thereafter to the respective Maturity Dates specified below. The respective Maturity Dates, Principal Installments and Interest Rates for this Bond are set forth in the following schedule:

<u>MATURITY DATE</u> <u>(MARCH 1)</u>	<u>PRINCIPAL</u> <u>INSTALLMENT (\$)</u>	<u>INTEREST</u> <u>RATE (%)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

*[Insert information from Exhibit A]*

(C) The Initial Bond shall be numbered "T-1."

#### **SECTION 6. INTEREST AND SINKING FUND; TAX LEVY; SECURITY INTEREST.**

(a) Interest and Sinking Fund; Tax Levy. A special "**Interest and Sinking Fund**" is hereby created and shall be established and maintained by the City at an official depository bank of the City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and the principal of said Bonds. Immediately after the issuance and delivery of the Bonds, all accrued interest on the Bonds, together with any premium on the Bonds that is not used by the City to pay costs of issuance in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended, shall be deposited to the credit of the Interest and Sinking Fund. In addition, all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. For each fiscal year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund created by this Ordinance. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under Section 6(a) of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by



the City under Section 6(a) of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

**SECTION 7. INVESTMENTS.** Funds on deposit in the Interest and Sinking Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City's investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date on which such funds will be needed. Income and profits from such investments shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

#### **SECTION 8. DEFEASANCE OF BONDS.**

(a) *Defeasance.* Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "**Defeased Bond**") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "**Future Deposit Agreement**") for such payment (1) lawful money of the United States of America sufficient to make such payment and/or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. Thereafter, the City will have no further responsibility with respect to amounts available to the Paying Agent/Registrar for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the escrow agent under such Future Deposit Agreement to receive payment when due on the Defeasance Securities. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Investment of Funds in Defeasance Securities. Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Deposit Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) Definition of Defeasance Securities. The term "**Defeasance Securities**" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Bonds.

(d) Duties of Paying Agent/Registrar. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) Selection of Bonds to be Defeased. In the event that the City elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

## **SECTION 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.**

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying

Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

**SECTION 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS; AND OTHER MATTERS.** The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City) and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this

Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

#### **SECTION 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.**

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "**Code**"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the Refunded Obligations or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a

materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of ninety days or less, until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than ninety days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the covenants set forth in Section 11(a)(9) above, a "**Rebate Fund**" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the

exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager, the Deputy City Manager, or the Director of Finance of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The City covenants that the property constituting the projects financed or refinanced with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Bonds.

(e) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as Exhibit D as the City's written procedures.

(f) Designation as Qualified Tax-Exempt Bonds. The City hereby designates the Bonds as "qualified tax-exempt bonds" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the City (including any subordinate entities) has not designated nor will designate bonds, which when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the City reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bonds are issued, by the City (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the City will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

## **SECTION 12. COMPLIANCE WITH RULE 15c2-12.**

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"**EMMA**" means the Electronic Municipal Market Access system being established by the MSRB.

"**Financial Obligation**" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"**MSRB**" means the Municipal Securities Rulemaking Board.

"**Rule**" means SEC Rule 15c2-12, as amended from time to time.

"**SEC**" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance being the information described in Exhibit F hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit F hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such required time, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

The City shall file notice of the following events with respect to the Bonds to the MSRB through EMMA in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of the holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City.
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or



similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) *Limitations, Disclaimers, and Amendments.* The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) *Format, Identifying Information, and Incorporation by Reference.* All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

**SECTION 13. SALE OF BONDS.** The Bonds authorized hereunder are hereby authorized to be sold and shall be delivered to the initial purchaser approved by a Designated Officer named in Exhibit A attached hereto at a price determined by a Designated Officer and as set forth in Exhibit A attached hereto and pursuant to the terms and provisions of a Purchase Contract in the form approved by a Designated Officer, which each Designated Officer is individually hereby authorized and directed to execute and deliver. The City will initially deliver to the initial purchaser the Initial Bond described in Section 2 hereof, which shall be registered in the name of the initial purchaser named in Exhibit A attached hereto.

**SECTION 14. APPROVAL OF OFFICIAL STATEMENT.** The City hereby authorizes the Mayor, the City Manager or the Director of Finance of the City to approve the form and content of an Official Statement relating to the Bonds and any addenda, supplement, or amendment thereto,

and to approve the distribution of the Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The preparation, distribution and use of a Preliminary Official Statement for the Bonds is also hereby approved.

**SECTION 15. APPROVAL OF DEPOSIT AGREEMENT; REFUNDING OF REFUNDED OBLIGATIONS.** Concurrently with the initial delivery of the Bonds the City shall deposit an amount from the proceeds from the sale of the Bonds and other available funds of the City, if required, with **U.S. BANK NATIONAL ASSOCIATION** (the "**Deposit Agent**"), sufficient to provide for the refunding of the Refunded Obligations, all in accordance with Chapter 1207. Attached hereto as Exhibit F is a Deposit Agreement between the City and the Deposit Agent, which is hereby approved in substantially final form, and the Mayor or Mayor Pro-Tem and City Secretary of the City are hereby authorized, for and on behalf of the City, to approve any changes in the Deposit Agreement from the form attached hereto and to execute the Deposit Agreement in final form.

**SECTION 16. REDEMPTION OF REFUNDED OBLIGATIONS.** There is attached to this Ordinance as Exhibit G, and made a part hereof for all purposes, a *NOTICE OF DEFEASANCE AND REDEMPTION* for the Refunded Obligations. (Each Designated Officer and the City Secretary are authorized to substitute a revised Exhibit G to reflect the actual maturities and principal amount of such maturities of the Refunded Obligations that are selected by a Designated Officer to be refunded.) The City hereby exercises its option to redeem prior to maturity the Refunded Obligations described in the *NOTICE OF DEFEASANCE AND REDEMPTION*, and the Refunded Obligations are hereby called for redemption, and shall be redeemed, prior to maturity, on the date, at the place, and at the price set forth therein.

As soon as practicable after the delivery of the Bonds, and in no event less than 30 days prior to the date set for redemption, a copy of the *NOTICE OF DEFEASANCE AND REDEMPTION* shall be sent to all registered owners of the Refunded Obligations by first class mail postage prepaid, addressed to such registered owners at their respective addresses shown on the registration books of the paying agent/registrar for the Refunded Obligations. In addition, as soon as practicable after the issuance and delivery of the Bonds, a copy of the *NOTICE OF DEFEASANCE AND REDEMPTION* shall be filed with the MSRB through EMMA in order to comply with the City's requirements under the Rule to provide notice of the occurrence of certain material events.

**SECTION 17. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES.** The Mayor, Mayor Pro-Tem, City Manager, City Secretary and Director of Finance of the City are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the Official Statement, the Paying Agent/Registrar Agreement, the Deposit Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro-Tem, City Manager, City Secretary, and Director of Finance of the

City, and Bond Counsel to the City, are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Bonds by the Attorney General's office. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Director of Finance of the City is further authorized to pay to the Attorney General of Texas prior to the delivery of the Bonds, for the Attorney General's review of the transcript of proceedings related to the Bonds, the amount required pursuant to Section 1202.004, Texas Government Code, as amended.

**SECTION 18. ORDINANCE A CONTRACT; AMENDMENTS.** This Ordinance shall constitute a contract with the registered owners of the Bonds, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Bond remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any registered owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the registered owners. The City may, with the written consent of the registered owners of a majority in aggregate principal amount of the Bonds then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the registered owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Bond over any other Bond, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Bonds required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the registered owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the registered owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the registered owners of a majority in aggregate principal amount of the Bonds then outstanding affected by any such amendment, addition, or rescission requiring the consent of the registered owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

**SECTION 19. INTERESTED PARTIES.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

**SECTION 20. REMEDIES IN EVENT OF DEFAULT.** In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Bonds, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

**SECTION 21. APPROPRIATION TO PAY INTEREST.** The City Council hereby finds that there are and will be sufficient funds available to pay interest coming due on September 1, 2020, and the City Council hereby directs the City Manager and the Director of Finance of the City to transfer on or before such date available funds to the Interest and Sinking Fund in an amount sufficient to pay such interest coming due on such date.

**SECTION 22. INCORPORATION OF RECITALS.** The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

**SECTION 23. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

**SECTION 24. EFFECTIVE DATE.** Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Council.

*[The remainder of this page intentionally left blank]*

***PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GONZALES,  
TEXAS AT A REGULAR MEETING HELD ON THE 11<sup>TH</sup> DAY OF JUNE, 2020, AT WHICH  
MEETING A QUORUM WAS PRESENT.***

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Mayor, City of Gonzales, Texas

ATTEST:

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City Secretary  
City of Gonzales, Texas

(City Seal)

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Execution Page to the Ordinance Authorizing the Issuance of  
City of Gonzales, Texas General Obligation Refunding Bonds, Series 2020

## **EXHIBIT A**

### FORM OF APPROVAL CERTIFICATE

#### **CERTIFICATE APPROVING THE FINAL TERMS OF THE BONDS**

I, the Director of Finance of the **CITY OF GONZALES, TEXAS** (the "**City**"), pursuant to authority granted by the provisions of Section 1207.007, Texas Government Code, and by the City Council of the City in Section 1(b) of an ordinance approved by the City Council on June 11, 2020, relating to the issuance of the Bonds defined below (the "**Ordinance**"), hereby certify as follows:

1. **GENERAL.** This Certificate is given in connection with the issuance by the City of the **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020** (the "**Bonds**") which, pursuant to the Ordinance, have been authorized by the City Council.

2. **DEFINITIONS.** All capitalized terms used in this Certificate which are not otherwise defined herein shall have the same meanings as set forth in the Ordinance.

3. **DATED DATE AND AGGREGATE PRINCIPAL AMOUNT.** The Bonds shall be dated June 1, 2020, and shall be issued in the aggregate principal amount of \$\_\_\_\_\_.

4. **PRINCIPAL AMOUNTS AND INTEREST RATES.** The Bonds shall (i) mature on the dates and in the respective principal amounts, and (ii) bear interest from the date of initial delivery of the Bonds to the initial purchaser named in paragraph 8 hereof to their respective date of maturity at the respective interest rates, all as set forth below:

#### **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020**

<u><b>MATURITY DATE</b></u>	<u><b>PRINCIPAL AMOUNT (\$)</b></u>	<u><b>INTEREST RATE (%)</b></u>	<u><b>MATURITY DATE</b></u>	<u><b>PRINCIPAL AMOUNT (\$)</b></u>	<u><b>INTEREST RATE (%)</b></u>
2021			2027		
2022			2028		
2023			2029		
2024			2030		
2025			2031		
2026			2032		

5. **INTEREST ON BONDS.** As provided in Section 4 of the Ordinance and in the FORM OF BOND contained in Section 5 of the Ordinance, interest on the Bonds shall be payable on each March 1 and September 1, commencing on September 1, 2020, until stated maturity or redemption.

6. **OPTIONAL REDEMPTION.** The Bonds maturing on or after March 1, 20\_\_, may be redeemed prior to their scheduled maturities, at the option of the City on March 1, 20\_\_, or on any date thereafter at the redemption price equal to par plus accrued interest to the date fixed for redemption.

7. **MANDATORY SINKING FUND REDEMPTION.** The Bonds maturing on March 1 in the years 20\_\_, 20\_\_, and 20\_\_ (the "*Term Bonds*") are subject to mandatory redemption prior to maturity in part by lot, at a price equal to the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the respective principal amounts shown below:

TERM BONDS MATURING MARCH 1, 20__		TERM BONDS MATURING MARCH 1, 20__	
Mandatory Redemption Date	Redemption Amount (\$)	Mandatory Redemption Date	Redemption Amount (\$)
March 1, 20__		March 1, 20__	
March 1, 20__		March 1, 20__	
March 1, 20__ (maturity)		March 1, 20__ (maturity)	

TERM BONDS MATURING MARCH 1, 20__	
Mandatory Redemption Date	Redemption Amount (\$)
March 1, 20__	
March 1, 20__	
March 1, 20__ (maturity)	

8. **INITIAL PURCHASER AND PURCHASE PRICE.** The following firm has been selected to serve as the underwriter of the Bonds to purchase the Bonds pursuant to a negotiated underwriting:

\_\_\_\_\_  
(the "Underwriter")

The Bonds shall be sold to the Underwriter at a price equal to \$\_\_\_\_\_ (which amount is equal to par, plus an original issue premium on the Bonds of \$\_\_\_\_\_, less Underwriter's discount of \$\_\_\_\_\_), and no accrued interest. The Initial Bond shall be registered in the name of \_\_\_\_\_.



9. **DETERMINATION OF DEBT SERVICE SAVINGS.** Pursuant to the Ordinance, the City Council authorized the issuance of the Bonds in order to "*achieve a gross debt service savings and a net present value debt service savings for the benefit of the taxpayers of the City; provided, however, in no event shall Bonds be issued unless the City is able to achieve a net present value debt service savings of at least 4.50% of the principal amount of the Refunded Obligations.*" The final terms of the Bonds as set forth in this Certificate have achieved such purpose, for the issuance of the Bonds will result in a gross debt service savings of \$\_\_\_\_\_ and a net present value debt service savings of \$\_\_\_\_\_ (which amount is equal to \_\_\_\_\_% of the principal amount of the Refunded Obligations), after taking into account [excess proceeds of the Bonds][\_\_\_\_\_] in the amount of \$\_\_\_\_\_.

10. **DETERMINATION OF TRUE INTEREST COST RATE.** Pursuant to the Ordinance, the City Council authorized the undersigned, as a Designated Officer, to determine "*the rate of interest to be borne on the principal amount of each such maturity (but in no event to exceed a true interest cost rate of 4.50%) . . .*" The final terms of the Bonds as set forth in this Certificate have achieved such purpose, for the issuance of the Bonds will result in a true interest cost rate of \_\_\_\_\_%.

11. **DETERMINATION REQUIRED BY SECTION 1201.022(A)(3), TEXAS GOVERNMENT CODE.** In satisfaction of Section 1201.022(a)(3), Texas Government Code, as authorized by Section 1(d) of the Ordinance, and upon consultation with the City's Financial Advisor, the undersigned hereby determines that the final terms of the Bonds as set forth in this Certificate are in the City's best interests.

*[The remainder of this page intentionally left blank]*

***APPROVED BY THE DIRECTOR OF FINANCE OF THE CITY OF GONZALES,  
TEXAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020 IN ACCORDANCE WITH SECTION 1(b) OF  
THE ORDINANCE.***

---

Director of Finance, City of Gonzales, Texas

Signature Page to Certificate Approving Final Terms of the  
City of Gonzales, Texas General Obligation Refunding Bonds, Series 2020

## **EXHIBIT B**

### **FORM OF CERTIFICATE APPROVING SERIES 2011 CERTIFICATES SELECTED FOR REFUNDING**

#### **CERTIFICATE APPROVING SERIES 2011 CERTIFICATES SELECTED FOR REFUNDING**

I, the Director of Finance of the **CITY OF GONZALES, TEXAS** (the "**City**"), pursuant to authority granted by the provisions of Section 1207.007(a)(4), Texas Government Code, and by the City Council of the City in Section 1(c) of an ordinance approved by the City Council of the City on June 11, 2020, relating to the issuance of the Bonds defined below (the "**Ordinance**"), hereby certify as follows:

1. This Certificate is given in connection with the issuance by the City of the **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020** (the "**Bonds**") which, pursuant to the Ordinance, have been authorized by the City Council.

2. All capitalized terms used in this Certificate which are not otherwise defined herein shall have the same meanings as set forth in the Ordinance.

3. Pursuant to Section 1(c) of the Ordinance, the City Council authorized the undersigned, as the Director of Finance of the City, to select all or a portion of the Series 2011 Certificates maturing in the years 2021 through 2032 to be refunded with proceeds of the Bonds. In accordance with such authority, and after consulting with the City's financial advisors, I hereby determine and approve the following Series 2011 Certificates to be refunded with proceeds of the Bonds, which are described as follows:

#### **SERIES 2011 CERTIFICATES TO BE REFUNDED**

<b><u>MATURITY (MARCH 1)</u></b>	<b><u>PRINCIPAL AMOUNT MATURING IN YEAR (\$)</u></b>	<b><u>PRINCIPAL AMOUNT BEING REFUNDED (\$)</u></b>	<b><u>STATED INTEREST RATE (%)</u></b>	<b><u>CUSIP No. (702316)</u></b>
2021	290,000		3.000	AJ5
2022	300,000		3.000	AK2
2023	310,000		3.000	AL0
2024	320,000		3.500	AM8
2025	330,000		3.500	AN6
2026	340,000		3.500	AP1
2027	355,000		4.000	AQ9
2028	370,000		4.000	AR7
2029	380,000		4.000	AS5
2030	400,000		4.000	AT3
2031	415,000		4.000	AU0
2032	<u>430,000</u>		4.000	AV8
Totals	<u>4,240,000</u>		***	***

***APPROVED BY THE DIRECTOR OF FINANCE OF THE CITY OF GONZALES,  
TEXAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, IN ACCORDANCE WITH SECTION 1(c)  
OF THE ORDINANCE.***

\_\_\_\_\_  
Director of Finance, City of Gonzales, Texas

Signature Page to Certificate Approving  
Series 2011 Certificates Selected for Refunding

## **EXHIBIT C**

### **FORM OF PAYING AGENT REGISTRAR AGREEMENT**

THE PAYING AGENT/REGISTRAR AGREEMENT IS OMITTED AT THIS POINT  
AS IT APPEARS ELSEWHERE IN THIS TRANSCRIPT OF PROCEEDINGS

## **PAYING AGENT/REGISTRAR AGREEMENT**

***THIS PAYING AGENT/REGISTRAR AGREEMENT***, dated as of June 1, 2020 (this "***Agreement***"), is by and between the **CITY OF GONZALES, TEXAS** (the "***Issuer***") and **U.S. BANK NATIONAL ASSOCIATION**, Houston, Texas (the "***Bank***"), a national banking association duly organized and operating under the laws of the United States of America.

***WHEREAS***, the Issuer has duly authorized and provided for the issuance of its **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020** (the "***Securities***"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

***WHEREAS***, the Securities are scheduled to be delivered to the initial purchaser thereof on or about July \_\_, 2020; and

***WHEREAS***, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof; and

***WHEREAS***, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

***NOW, THEREFORE***, it is mutually agreed as follows:

### **ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

**SECTION 1.01. APPOINTMENT**. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Ordinance" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance, a copy of which books and records shall be maintained at the office of the Bank located in the State of Texas or shall be available to be accessed from such office located in the State of Texas.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**SECTION 1.02. COMPENSATION.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## **ARTICLE TWO DEFINITIONS**

**SECTION 2.01. DEFINITIONS.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

**"Bank Office"** means the corporate trust or commercial banking office of the Bank initially located at the following address:

U.S. Bank National Association  
Attention: Zeina Moorefield  
8 Greenway Plaza, Suite 1100  
Houston, Texas 77046

The Bank will notify the Issuer in writing of any change in location of the Bank Office.

**"Fiscal Year"** means the fiscal year of the Issuer, ending September 30.

**"Holder"** and **"Security Holder"** each means the Person in whose name a Security is registered in the Security Register.

**"Legal Holiday"** means a day on which the Bank is required or authorized to be closed.

**"Ordinance"** means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

**"Person"** means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

**"Predecessor Securities"** of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

**"Redemption Date"** when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

**"Responsible Officer"** when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

**"Security Register"** means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

**"Stated Maturity"** means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

**SECTION 2.02. OTHER DEFINITIONS.** The terms "Bank," "Issuer," and "Securities" ("Security") have the meanings assigned to them in the recital paragraphs of this Agreement.

The term **"Paying Agent/Registrar"** refers to the Bank in the performance of the duties and functions of this Agreement.

### **ARTICLE THREE PAYING AGENT**

**SECTION 3.01. DUTIES OF PAYING AGENT.** (a) Principal Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity or Redemption Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

(b) Interest Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective



Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

(c) Federal Tax Information Reporting. To the extent required by the Code and the Regulations it shall be the duty of the Bank to report to the owners of the Securities and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Securities, and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Securities required to be included in the gross income of the owners thereof for federal income tax purposes.

**SECTION 3.02. PAYMENT DATES.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

## **ARTICLE FOUR REGISTRAR**

**SECTION 4.01. SECURITY REGISTER - TRANSFERS AND EXCHANGES.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "*Security Register*") for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. If the Bank Office is located outside the State of Texas, a copy of the Security Register shall be kept in the State of Texas. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**SECTION 4.02. SECURITIES.** The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

**SECTION 4.03. FORM OF SECURITY REGISTER.** The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**SECTION 4.04. LIST OF SECURITY HOLDERS.** The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

**SECTION 4.05. RETURN OF CANCELLED SECURITIES.** The Bank will, at such reasonable intervals as it determines, surrender Securities to the Issuer in lieu of which or in exchange for which other Securities have been issued, or which have been paid, or will provide a certificate of destruction relating thereto.

**SECTION 4.06. MUTILATED, DESTROYED, LOST, OR STOLEN SECURITIES.** The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory

to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

**SECTION 4.07. TRANSACTION INFORMATION TO ISSUER.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## **ARTICLE FIVE THE BANK**

**SECTION 5.01. DUTIES OF BANK.** The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor, bond counsel or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**SECTION 5.02. RELIANCE ON DOCUMENTS, ETC.** (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting

upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

**SECTION 5.03. RECITALS OF ISSUER.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**SECTION 5.04. MAY HOLD SECURITIES.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**SECTION 5.05. MONEY HELD BY BANK.** The Bank shall deposit any moneys received from the Issuer into an account to be held in an agency capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Funds held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained in the name and for the benefit of the Issuer.

The Bank shall be under no liability for interest on any money received by it hereunder.

Any money deposited with the Bank for the payment on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Property Code or inactive under Chapter 73 of the Property Code.

**SECTION 5.06. INDEMNIFICATION.** To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**SECTION 5.07. INTERPLEADER.** The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the County in the State of Texas where either the Bank maintains an office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction located in the State of Texas to determine the rights of any Person claiming any interest herein.

**SECTION 5.08. DEPOSITORY TRUST COMPANY SERVICES.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective from time to time, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

**SECTION 5.09. CERTIFICATE OF INTERESTED PARTIES FORM 1295.** The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

**SECTION 5.09. NO BOYCOTT OF ISRAEL.** The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit

**SECTION 5.10. NOT A LISTED COMPANY.** The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>;  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>; or  
<https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

**SECTION 6.01. AMENDMENT.** This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

**SECTION 6.02. ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other.

**SECTION 6.03. NOTICES.** Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer at the address shown on the signature page of this Agreement or to the Bank at the address shown under the defined term "Bank Office" in Section 2.01 of this Agreement.

**SECTION 6.04. EFFECT OF HEADINGS.** The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

**SECTION 6.05. SUCCESSORS AND ASSIGNS; MERGER, CONVERSION, CONSOLIDATION OR SUCCESSION.** All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Any corporation into which the Bank may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor the Bank hereunder without the execution or filing

of any paper or any further act on the part of either of the parties hereto. In case any Security shall have been registered, but not delivered, by the Bank then in office, any successor by merger, conversion, or consolidation to such authenticating Bank may adopt such registration and deliver the Security so registered with the same effect as if such successor Bank had itself registered such Security.

**SECTION 6.06. SEVERABILITY.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**SECTION 6.07. BENEFITS OF AGREEMENT.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**SECTION 6.08. ENTIRE AGREEMENT.** This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

**SECTION 6.09. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**SECTION 6.10. TERMINATION.** This Agreement will terminate on the date of final payment of the principal of and interest on the Securities to the Holders thereof or may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted, and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. If the 60-day notice period expires and no successor has been appointed, the Bank, at the expense of the Issuer, has the right to petition a court of competent jurisdiction to appoint a successor under the Agreement. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

**SECTION 6.11. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**U.S. BANK NATIONAL ASSOCIATION**

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

Attest:

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

**CITY OF GONZALES, TEXAS**

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

Address: 820 St. Joseph Street  
Gonzales, Texas 78629

Attest:

\_\_\_\_\_  
City Secretary



**SCHEDULE A**

**PAYING AGENT/REGISTRAR FEE SCHEDULE**

See attached

## EXHIBIT D

### WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, the City's chief financial officer (the "**Responsible Person**"), which currently is the Director of Finance of the City, will:

- (i) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;
- (ii) monitor the actions of the Deposit Agent to ensure compliance with the applicable provisions of the Deposit Agreement, including with respect to reinvestment of cash balances;
- (iii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (iv) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the date of delivery of the Bonds (the "**Issue Date**"), and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);

- (iv) monitor whether, at any time the Bonds are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Bonds are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Resolution related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

## **EXHIBIT E**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

The following information is referred to in Section 12 of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within twelve months after the end of any fiscal year.
2. All quantitative financial information and operating data with respect to the City of the general type included in Tables 1 and 3 through 15 in Appendix A to the Official Statement, to be provided within six months after the end of each fiscal year in and after 2020.

#### **Accounting Principles**

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

**EXHIBIT F**

**FORM OF DEPOSIT AGREEMENT**

THE DEPOSIT AGREEMENT IS OMITTED AT THIS POINT  
AS IT APPEARS ELSEWHERE IN THIS TRANSCRIPT OF PROCEEDINGS

**DEPOSIT AGREEMENT**

**THIS DEPOSIT AGREEMENT**, dated as of June 1, 2020 (this "**Agreement**"), by and between the **CITY OF GONZALES, TEXAS** (the "**Issuer**") and **U.S. BANK NATIONAL ASSOCIATION** (the "**Bank**"), a national banking association duly organized and operating under the laws of the United States of America and authorized to transact business in the State of Texas, is hereby entered into for the benefit of the Issuer, the Attorney General of Texas, and the owners of the following obligations of the Issuer:

**CITY OF GONZALES, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011** maturing on March 1 in the years 2021 through 2032 (the "**Refunded Obligations**").

1. The Bank serves as the Paying Agent/Registrar for the Refunded Obligations.
2. The Issuer hereby certifies, and the Bank understands, that the Refunded Obligations have been called for redemption on \_\_\_\_\_, 2020 (the "**Redemption Date**"). The Issuer hereby further certifies, and the Bank hereby further understands, that the Issuer has authorized the issuance of its **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020** (the "**Refunding Bonds**"), for the purpose of providing funds to refund the Refunded Obligations. The Refunding Bonds are scheduled to close on July \_\_, 2020 (the "**Closing Date**").
3. The Bank, in its capacity as Paying Agent/Registrar for the Refunded Obligations, and in reliance on the Verification Report prepared by **ROBERT THOMAS CPA** (a nationally recognized accounting firm), acknowledges and confirms that the total amount due on the Redemption Date for the Refunded Obligations is \$\_\_\_\_\_ (the "**Redemption Price**"), which amount is calculated as follows:

**Refunded Obligations:**

Principal of the Refunded Obligations:	\$[4,240,000]
Redemption Premium:	0.00
Accrued Interest to Redemption Date:	____[ ]
<b>Total Refunded Obligations Redemption Price:</b>	<b>\$[_____]</b>

Funds in payment of the Redemption Price will be deposited by the Bank in a special account (the "**Trust Account**"), which is hereby established, upon receipt of such funds from or on behalf of the Issuer on the Closing Date.

4. The Issuer covenants and agrees that it will cause to be deposited with the Bank the amount stated in paragraph 3 on the Closing Date using proceeds of the Refunding Bonds and other available funds of the Issuer, if necessary. The Issuer further covenants and agrees that it will timely pay for all future paying agency services of the Bank as Paying Agent for the Refunded Obligations in accordance with the paying agent fee schedules now or hereafter in effect through the final payment of the Refunded Obligations.

5. The Bank acknowledges that the fees and expenses due the Bank with respect to the Refunded Obligations to and through their redemption and final payment have been provided for (as set forth above).

6. The Bank shall deposit all funds received from the Issuer for the payment the Refunded Obligations into the Trust Account, to be held in a fiduciary capacity, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the Redemption Price of the Refunded Obligations has been paid to the owners thereof. Funds on deposit in the Trust Account will not be invested.

7. The Bank will utilize all funds described in paragraphs 3 and 6 solely to pay the principal of and interest on the Refunded Obligations on the Redemption Date

8. The Bank, in its capacity as the Paying Agent for the Refunded Obligations, will cause a written notice of redemption for the Refunded Obligations (in substantially the form attached as Exhibit E to the Ordinance) to be sent to each registered owner of the Refunded Obligations not less than 30 days prior to the Redemption Date in the manner and in accordance with the provisions of the ordinance which authorized the issuance of the Refunded Obligations.

9. Concurrently with the sale and delivery of the Refunding Bonds, the Issuer shall pay to the Bank, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Bank in the administration of this Agreement, the sum of \$\_\_\_\_\_, the sufficiency of which is hereby acknowledged by the Bank.

10. It is the intention of the Issuer and the Bank that the Bank shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

11. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

12. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>;  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>; or  
<https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

13. The Bank represents that it is a wholly owned subsidiary of a "publicly traded business entity" within the meaning of Section 2252.908(c)(4), Texas Government Code; therefore, the Bank further represents that it is not required to submit a disclosure of interested parties form to the Issuer in accordance with Section 2252.908(d), Texas Government Code, prior to entering into this Agreement with the Issuer.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**U.S. BANK NATIONAL ASSOCIATION**

By \_\_\_\_\_  
Title \_\_\_\_\_

**CITY OF GONZALES, TEXAS**

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

Attest:

\_\_\_\_\_  
City Secretary

## EXHIBIT G

### FORM OF NOTICE OF DEFEASANCE AND REDEMPTION

#### NOTICE OF DEFEASANCE AND REDEMPTION

To the Holders of the  
**CITY OF GONZALES, TEXAS**  
**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011**  
(Maturing on March 1 in the years 2021 - 2032)

NOTICE IS HEREBY GIVEN that the City of Gonzales, Texas (the "*City*"), in Gonzales County, Texas, has deposited cash into an irrevocable escrow account in order to pay, and has legally defeased, the following maturities of the City's outstanding **COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011**, dated December 1, 2011 (the "*Refunded Obligations*"):

**CITY OF GONZALES, TEXAS**  
**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION BONDS, SERIES 2011**

<b>MATURITY (MARCH 1)</b>	<b>PRINCIPAL AMOUNT MATURING IN YEAR (\$)</b>	<b>PRINCIPAL AMOUNT BEING REFUNDED (\$)</b>	<b>STATED INTEREST RATE (%)</b>	<b>CUSIP No. (702316)</b>
2021	290,000		3.000	AJ5
2022	300,000		3.000	AK2
2023	310,000		3.000	AL0
2024	320,000		3.500	AM8
2025	330,000		3.500	AN6
2026	340,000		3.500	AP1
2027	355,000		4.000	AQ9
2028	370,000		4.000	AR7
2029	380,000		4.000	AS5
2030	400,000		4.000	AT3
2031	415,000		4.000	AU0
2032	430,000		4.000	AV8

NOTICE IS FURTHER GIVEN that all of the Refunded Obligations have been called for redemption on [July \_\_, 2020] (the "*Redemption Date*") *at the Redemption Price equal to 100% of par plus accrued interest to the Redemption Date*. The Refunded Obligations shall be redeemed and shall become due and payable on the Redemption Date, and the interest thereon shall cease to accrue from and after the Redemption Date.

NOTICE IS FURTHER GIVEN that the Refunded Obligations should be submitted to the following address:

U.S. Bank  
Global Corporate Trust  
111 Fillmore Ave E.  
St. Paul, MN 55107  
For Questions: 1-800-934-6802

To avoid a backup withholding tax required by Section 3406 of the Internal Revenue Code of 1986, holders must submit a properly completed IRS Form W-9.

\* THE ABOVE REFERENCED CUSIP NUMBERS ARE PROVIDED FOR THE CONVENIENCE OF THE HOLDERS. NEITHER THE PAYING AGENT NOR THE CITY ARE RESPONSIBLE FOR ANY ERROR OF ANY NATURE RELATING TO THE CUSIP NUMBERS.

\$ \_\_\_\_\_  
**CITY OF GONZALES, TEXAS**  
**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020**

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\* Documents delivered to the Attorney General of Texas

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\* Documents delivered to the Attorney General of Texas

**CERTIFICATE FOR ORDINANCE**

**THE STATE OF TEXAS  
COUNTY OF GONZALES  
CITY OF GONZALES**

§  
§  
§

I, the undersigned City Secretary of the **CITY OF GONZALES, TEXAS** (the "**City**"), hereby certify as follows:

1. The City Council of the City (the "**City Council**") convened in Regular Meeting on June 11, 2020 (the "**Meeting**"), at the City Hall, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Connie L. Kacir, Mayor  
Dan Blakemore, Mayor Pro Tem, District 4  
Tommy Schurig, Council Member, District 2  
Gary A. Schroeder, Council Member, District 1  
Bobby O'Neal, Council Member, District 3

and all of the officers and members of the City Council were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written Ordinance No. \_\_\_\_\_ entitled

**ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$\_\_\_\_\_ IN  
PRINCIPAL AMOUNT OF CITY OF GONZALES, TEXAS GENERAL  
OBLIGATION REFUNDING BONDS, SERIES 2020, AUTHORIZING THE  
EXECUTION OF A DEPOSIT AGREEMENT, A PAYING AGENT/REGISTRAR  
AGREEMENT, A PURCHASE CONTRACT AND OTHER INSTRUMENTS AND  
PROCEDURES RELATED THERETO, DELEGATING AUTHORITY TO CERTAIN  
CITY OFFICIALS TO SELECT OUTSTANDING OBLIGATIONS TO BE  
REFUNDED AND APPROVE ALL FINAL TERMS OF THE BONDS, APPROVING  
AN OFFICIAL STATEMENT, AND CALLING CERTAIN OBLIGATIONS FOR  
REDEMPTION**

(the "**Ordinance**") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted; and, after due discussion, said motion carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_

2. A true, full and correct copy of the Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Ordinance has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting and that the Ordinance would be introduced and considered for passage at the Meeting; each of said officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 11<sup>th</sup> day of June, 2020.

---

Interim City Secretary, City of Gonzales, Texas

(City Seal)

Signature Page to the Certificate for Ordinance Relating to  
City of Gonzales, Texas General Obligation Refunding Bonds, Series 2020

## GENERAL CERTIFICATE

THE STATE OF TEXAS           §  
COUNTY OF GONZALES       §  
CITY OF GONZALES           §

We, the undersigned, hereby officially certify that we are the Mayor and City Secretary, respectively, of the **CITY OF GONZALES, TEXAS** (the "**City**"), and we further certify as follows:

1. This Certificate is given for the benefit of the Attorney General of the State of Texas and all parties interested in the **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020** (the "**Bonds**"), dated as of June 1, 2020, and authorized by an ordinance adopted by the City Council of the City on June 11, 2020 (the "**Ordinance**").

2. The City is a duly incorporated Home Rule City, having more than 5,000 inhabitants, operating and existing under the Constitution and laws of the State of Texas and the duly adopted Home Rule Charter of the City, which Charter has not been changed or amended since the passage of the ordinance authorizing the issuance of the most recently dated, issued and outstanding obligations of the City.

3. No litigation of any nature has ever been filed pertaining to, affecting or contesting: (a) the issuance, delivery, payment, security or validity of the proposed Bonds; (b) the authority of the officers of the City to issue, execute and deliver the Bonds; or (c) the validity of the corporate existence or the current Tax Rolls or the Charter of the City; and no litigation is pending pertaining to, affecting or contesting the boundaries of the City.

4. The currently effective ad valorem tax appraisal roll of the City (the "**Tax Roll**") is the Tax Roll prepared and approved during the calendar year 2019, being the most recently approved Tax Roll of the City; that the taxable property in the City has been appraised, assessed, and valued as required and provided by the Texas Constitution and Property Tax Code (collectively, "**Texas law**"); that the Tax Roll for said year has been submitted to the City Council of the City as required by Texas law, and has been approved and recorded by the City Council; and according to the Tax Roll for said year the net aggregate taxable value of taxable property in the City (after deducting the amount of all applicable exemptions required or authorized under Texas law), upon which the annual ad valorem tax of the City has been or will be imposed and levied, is \$474,314,524.

5. Attached hereto as Exhibit A is a true, full and correct schedule and statement of the aforesaid proposed Bonds, and all presently outstanding tax indebtedness of the City, and attached hereto as Exhibit B is a combined debt service schedule for all outstanding tax indebtedness of the City (including the aforesaid proposed Bonds).

6. The City is not in default as to any covenant, condition, or obligation in connection with any of such outstanding obligations (as described in Exhibit A) of the City including obligations being refunded by the Bonds (the "**Refunded Obligations**"), or the ordinances authorizing same.

7. None of the Refunded Obligations have been held in, or purchased for the account of, the Interest and Sinking Fund created and maintained for the benefit of the Refunded Obligations, or purchased with any money collected from any taxes levied for the benefit thereof.

8. The following persons are the duly elected members of the City Council of the City as of the date hereof:

Connie L. Kacir	Mayor
Dan Blakemore	Mayor Pro Tem, District 4
Tommy Schurig	Council Member, District 2
Gary A. Schroeder	Council Member, District 1
Bobby O'Neal	Council Member, District 3

9. The following person are the duly appointed City Manager, City Secretary and Director of Finance of the City as of the date hereof:

Tim Patek	City Manager
Kristi Gilbert	Interim City Secretary
Laura Zella	Director Finance

10. The City has received all required disclosure filings under Section 2252.908, Texas Government Code, in connection with the authorization and issuance of the Bonds and has notified, or will notify, the Texas Ethics Commission ("**TEC**") of its receipt of such filings by acknowledging such filings in accordance with the provisions of Section 2252.908, Texas Government Code, and 1 Tex. Admin. Code § 46.5(c).

11. With respect to the contracts contained within the transcript of proceedings relating to the Bonds submitted to the Attorney General of Texas that are subject to Subchapter F of Chapter 2252, Texas Government Code, the City has confirmed that none of such counter parties are identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code, to the extent such lists have been prepared and made available for public review as of the date of this Certificate by the appropriate state agency.

12. The Public Finance Division of the Attorney General of Texas is authorized to date this Certificate as of the date the Attorney General approves the issuance of the Bonds. If any litigation should develop before the Attorney General approves the Bonds, the City will notify the Attorney General's Public Finance Division immediately by telephone and telecopy. With this assurance the Attorney General can rely upon the absence of any such litigation at the time the Public Finance Division approves the Bonds unless it is advised otherwise.



Executed this \_\_\_\_\_.

---

Mayor  
City of Gonzales, Texas

---

Interim City Secretary  
City of Gonzales, Texas

Signature Page to the General Certificate Relating to  
City of Gonzales, Texas General Obligation Refunding Bonds, Series 2020

## **EXHIBIT A**

### **SCHEDULE OF ALL OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS OF THE CITY OF GONZALES, TEXAS**

#### **THE PROPOSED BONDS**

**GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020**, dated June 1, 2020, to be outstanding in the aggregate principal amount of \$\_\_\_\_\_, bearing interest and maturing as set forth in the Ordinance authorizing such Bonds.

#### **ALL PRESENTLY OUTSTANDING TAX INDEBTEDNESS:**

<b><u>TITLE OF OUTSTANDING OBLIGATIONS</u></b>	<b><u>DATED DATE</u></b>	<b><u>CURRENT OUTSTANDING PRINCIPAL AMOUNT (\$)</u></b>
Combination Tax and Revenue Certificates of Obligation, Series 2011	12/01/2011	4,090,000
Combination Tax and Revenue Certificates of Obligation, Series 2015	02/15/2015	0
Combination Tax and Surplus Electric System Revenue Certificates of Obligation, Series 2017	04/01/2017	1,300,000
Combination Tax and Revenue Certificates of Obligation, Series 2019	07/15/2019	<u>6,730,000</u>
TOTAL PRINCIPAL AMOUNT CURRENTLY OUTSTANDING:	***	<u><u>13,500,000</u></u>

<sup>1</sup> Excludes the Refunded Obligations.

**EXHIBIT B**

**COMBINED DEBT SERVICE SCHEDULE**

## **SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE**

We, the undersigned Mayor and City Secretary, respectively, of the **CITY OF GONZALES, TEXAS** (the "**City**"), hereby certify as follows:

(a) This Certificate is executed and delivered with reference to the **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020**, dated \_\_\_\_\_, 2020, authorized by an ordinance passed by the City Council of the City on June 11, 2020 (the "**Bonds**").

(b) Each of us signed the Bonds by manually executing or causing facsimiles of our manual signatures to be printed or lithographed on each of the Bonds, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each of the Bonds.

(c) The Bonds are substantially in the form, and each of them has been duly executed and signed in the manner, prescribed in the ordinance authorizing the issuance thereof.

(d) At the time we so executed and signed the Bonds we were, and at the time of executing this certificate we are, the duly chosen, qualified, and acting officers indicated therein, and authorized to execute and sign the same.

(e) No litigation of any nature has been filed or is now pending or, to our knowledge, threatened, to restrain or enjoin the issuance or delivery of any of the Bonds, or which would affect the provision made for their payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Bonds, and that so far as we know and believe no such litigation is threatened.

(f) Neither the corporate existence nor boundaries of the City is being contested; no litigation has been filed or is now pending or, to our knowledge, threatened, which would affect the authority of the officers of the City to issue, execute, sign, and deliver any of the Bonds; and no authority or proceedings for the issuance of any of the Bonds have been repealed, revoked, or rescinded.

(g) We have caused the official seal of the City to be impressed, or printed, or lithographed on each of the Bonds; and said seal on each of the Bonds has been duly adopted as, and is hereby declared to be, the official seal of the City.

Executed and delivered this \_\_\_\_\_.

**MANUAL SIGNATURES**

**OFFICIAL TITLES**

\_\_\_\_\_

Connie L. Kacir, Mayor

\_\_\_\_\_

Kristi Gilbert, Interim City Secretary

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Typed Name \_\_\_\_\_

(My Commission Expires \_\_\_\_\_)

(Notary Seal)

Signature Page to the Signature Identification and No-Litigation Certificate Relating to  
City of Gonzales, Texas General Obligation Refunding Bonds, Series 2020

## CLOSING CERTIFICATE OF THE ISSUER

THE STATE OF TEXAS §  
COUNTY OF GONZALES §  
CITY OF GONZALES §

I, the undersigned Director of Finance of the **CITY OF GONZALES, TEXAS** (the "**Issuer**"), acting solely in my official capacity, hereby certify as follows in connection with the issuance of \$\_\_\_\_\_ **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020** (the "**Bonds**"). This Certificate is being provided pursuant to Section \_\_\_\_\_ of that certain Purchase Contract, dated \_\_\_\_\_, 2020, between the Issuer and the Underwriter (the "**Contract**"). Capitalized terms used herein without definition are defined in the Contract.

[The remainder to come following the receipt and review of the Purchase Contract]

Executed as of \_\_\_\_\_, the date of payment for and delivery of the Bonds.

**CITY OF GONZALES, TEXAS**

\_\_\_\_\_  
Director of Finance

Signature Page to the Closing Certificate Relating to  
City of Gonzales, Texas General Obligation Refunding Bonds, Series 2020

## **CERTIFICATE OF DEPOSIT AGENT**

The undersigned officer of **U.S. BANK NATIONAL ASSOCIATION** (the "***Deposit Agent***"), serving as the Deposit Agent under the *Deposit Agreement* (the "***Deposit Agreement***"), dated as of June 1, 2020, between the Deposit Agent and the **CITY OF GONZALES, TEXAS** (the "***City***"), relating to the issuance of the **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020**, hereby certifies as follows:

1. The Deposit Agreement was executed on behalf of the Deposit Agent by the persons named below whose offices appear opposite their name, and said persons were at the time of executing the Deposit Agreement, and are now, the duly elected, qualified, and acting incumbent of their respective offices; and the signature appearing after each person's name is the true and correct specimen of such person's genuine signature.

Name	Office	Signature

2. The foregoing officer of the Deposit Agent, by virtue of the authority delegated to such officer by the Board of Directors of the Deposit Agent, is authorized to execute and deliver the Deposit Agreement on behalf of the Deposit Agent and to execute on behalf of the Deposit Agent such other and further documents as may be necessary or incidental to the acceptance and performance thereof as set forth in the Deposit Agreement and to attest any of the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_.

**U.S. BANK NATIONAL ASSOCIATION**

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



**CERTIFICATE OF  
U.S. BANK NATIONAL ASSOCIATION  
RE: NOTICE OF DEFEASANCE AND REDEMPTION AND PAYING AGENCY FEES**

I, the undersigned officer of **U.S. BANK NATIONAL ASSOCIATION** (the "**Bank**"), in connection with the issuance of the **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020**, dated June 1, 2020 (the "**Bonds**"), and the redemption prior to maturity, as further described in the attached Notice of Defeasance and Redemption relating to the defeasance and redemption of the following outstanding obligations (the "**Refunded Obligations**"):

**CITY OF GONZALES, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011**, dated December 1, 2011, maturing on March 1 in the years [2021 through 2032], inclusive, and currently outstanding in the aggregate principal amount of \$4,240,000, and

do hereby certify as follows:

1. The Bank is the Paying Agent/Registrar for the Refunded Obligations.
2. The Bank received a copy of the Notice of Defeasance and Redemption with respect to the Refunded Obligations (a copy of which is attached hereto).
3. The Bank promptly will send a copy of the Notice of Defeasance and Redemption with respect to the Refunded Obligations in accordance with the provisions set forth in the ordinance which authorized the issuance of such Refunded Obligations.
4. The Bank acknowledges that the **CITY OF GONZALES, TEXAS** (the "**City**") has covenanted in the Deposit Agreement related to the Bonds that it will timely pay for all future paying agency services of the Bank as Paying Agent/Registrar (and any other places of payment for the Refunded Obligations) in accordance with the paying agent fee schedule now or hereafter in effect through the final payment of the Refunded Obligations; consequently, the Bank agrees to look only to the City for payment of such fees and reimbursement of such expenses as the Paying Agent/Registrar for the Refunded Obligations and further agrees that in no event will it ever assert any claim or lien against the Trust Account established to defease the Refunded Obligations for any fees for its services, whether regular or extraordinary, as Paying Agent, or in any other capacity, or for reimbursement for any of its expenses.

Executed this \_\_\_\_\_.

**U.S. BANK NATIONAL ASSOCIATION**

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

## NOTICE OF DEFEASANCE AND REDEMPTION

To the Holders of the  
**CITY OF GONZALES, TEXAS**  
**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011**  
**(Maturing on March 1 in the years 2021 - 2032)**

NOTICE IS HEREBY GIVEN that the City of Gonzales, Texas (the "**City**"), in Gonzales County, Texas, has deposited cash into an irrevocable trust account in order to pay, and has legally defeased, the following maturities of the City's outstanding **COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2011**, dated December 1, 2011 (the "**Refunded Obligations**"):

**CITY OF GONZALES, TEXAS**  
**COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION BONDS, SERIES 2011**

<b>MATURITY (MARCH 1)</b>	<b>PRINCIPAL AMOUNT MATURING IN YEAR (\$)</b>	<b>PRINCIPAL AMOUNT BEING REFUNDED (\$)</b>	<b>STATED INTEREST RATE (%)</b>	<b>CUSIP No. (702316)</b>
2021	290,000		3.000	AJ5
2022	300,000		3.000	AK2
2023	310,000		3.000	AL0
2024	320,000		3.500	AM8
2025	330,000		3.500	AN6
2026	340,000		3.500	AP1
2027	355,000		4.000	AQ9
2028	370,000		4.000	AR7
2029	380,000		4.000	AS5
2030	400,000		4.000	AT3
2031	415,000		4.000	AU0
2032	430,000		4.000	AV8

NOTICE IS FURTHER GIVEN that all of the Refunded Obligations have been called for redemption on [July \_\_, 2020] (the "**Redemption Date**") **at the Redemption Price equal to 100% of par plus accrued interest to the Redemption Date**. The Refunded Obligations shall be redeemed and shall become due and payable on the Redemption Date, and the interest thereon shall cease to accrue from and after the Redemption Date.

NOTICE IS FURTHER GIVEN that the Refunded Obligations should be submitted to the following address:

U.S. Bank  
Global Corporate Trust  
111 Fillmore Ave E.  
St. Paul, MN 55107  
For Questions: 1-800-934-6802

To avoid a backup withholding tax required by Section 3406 of the Internal Revenue Code of 1986, holders must submit a properly completed IRS Form W-9.

\* THE ABOVE REFERENCED CUSIP NUMBERS ARE PROVIDED FOR THE CONVENIENCE OF THE HOLDERS. NEITHER THE PAYING AGENT NOR THE CITY ARE RESPONSIBLE FOR ANY ERROR OF ANY NATURE RELATING TO THE CUSIP NUMBERS.

**DEPOSIT AGENT'S RECEIPT**

**RELATING TO THE DEPOSIT AGREEMENT, DATED JUNE 1, 2020,  
BETWEEN CITY OF GONZALES, TEXAS AND U.S. BANK NATIONAL  
ASSOCIATION**

The undersigned, being the Deposit Agent under the Deposit Agreement described above in connection with the issuance of the **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020** (the "**Bonds**"), hereby represents and acknowledges receipt of the following:

- (i) all cash [and securities] constituting the trust deposit as described in paragraph 3 of the Deposit Agreement and in the Verification Report described in the Deposit Agreement, which have been deposited in the Trust Account created pursuant to the Deposit Agreement;
- (ii) payment in full of all fees and other compensation required to be paid for services as Deposit Agent pursuant to and in full satisfaction of paragraph 9 of the Deposit Agreement; and
- (iii) one or more manually executed copies of the Verification Report with respect to the escrow adequacy for the obligations to be refunded.

**U.S. BANK NATIONAL ASSOCIATION**

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

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

June 11, 2020

Texas State Comptroller of Public Accounts  
Cash and Securities Management Division  
Thomas Jefferson Rusk Building  
208 East 10<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Austin, Texas 78701-2407  
Attn: Theresia Goetz

**RE: CITY OF GONZALES, TEXAS  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020**

Ladies and Gentlemen:

The Attorney General will deliver to you the above-described issue of obligations. At such time as you have registered such obligations, this will be your authority to deliver them to an authorized representative of McCall, Parkhurst & Horton L.L.P. who will deliver said obligations to the Paying Agent/Registrar named in the obligations for delivery to the purchasers thereof.

At the time you have registered the obligations, please deliver three copies of the Attorney General's opinion and the Comptroller's Signature Certificate covering said issue of obligations to a representative of McCall, Parkhurst & Horton L.L.P., or send such documents by overnight courier to Thomas K. Spurgeon and Orlando "Jay" Juarez, Jr., McCall, Parkhurst & Horton L.L.P., 700 N. St. Mary's, Suite 1525, San Antonio, Texas 78205.

Sincerely yours,

**CITY OF GONZALES, TEXAS**

---

Mayor

cc: Attorney General of Texas

June 11, 2020

The Attorney General of Texas  
Public Finance Division  
300 W. 15<sup>th</sup> Street, 7<sup>th</sup> Floor  
Austin, Texas 78701

**RE: CITY OF GONZALES, TEXAS  
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020**

Ladies and Gentlemen:

It is requested that you examine the above issue of obligations and the proceedings authorizing their issuance.

We enclose herewith one signed but undated copy of the Signature Identification and No-Litigation Certificate. Upon approval of the obligations, you are authorized to insert the date of approval in said Signature Certificate. If any litigation should develop before you have approved the obligations, we will notify you at once both by telephone and telecopy. With this assurance you can rely upon the absence of any such litigation at the time you approve the obligations unless we advise you otherwise.

After you have examined the obligations, kindly deliver them to the Office of the Comptroller of Public Accounts of the State of Texas. The Comptroller has received instructions as to disposition of such obligations following their registration.

Sincerely yours,

**CITY OF GONZALES, TEXAS**

---

Mayor

cc: Comptroller of Public Accounts

## **RECEIPT FOR PROCEEDS**

The undersigned hereby certifies as follows:

(a) This Receipt for Proceeds is executed and delivered with reference to the **CITY OF GONZALES, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020** (the "**Bonds**"), dated June 1, 2020, in the aggregate principal amount of \$\_\_\_\_\_, authorized by an ordinance passed by the City Council of the **CITY OF GONZALES, TEXAS** (the "**City**") on June 11, 2020.

(b) The undersigned is the duly chosen, qualified, and acting Director of Finance and chief financial officer of the City.

(c) The Bonds have been duly delivered to the initial purchaser thereof, namely

\_\_\_\_\_

(d) The Bonds have been paid for in full by said purchaser concurrently with the delivery of this Receipt, and the City has received, and hereby acknowledges receipt of, the agreed purchase price for the Bonds, being \$\_\_\_\_\_ (which amount is equal to par, plus an original issue premium of \$\_\_\_\_\_, and less a discount retained by the initial purchaser of \$\_\_\_\_\_) and no accrued interest.

[The remainder of this page intentionally left blank]

Executed and delivered this \_\_\_\_\_.

**CITY OF GONZALES, TEXAS**

\_\_\_\_\_  
Director of Finance

Signature Page to the Receipt for Proceeds Relating to  
City of Gonzales, Texas General Obligation Refunding Bonds, Series 2020

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2020-51 authorizing the City Manager to issue a change order to the contract with Tierra Lease Service, LLC to add Alternate #4 "Brick Yard Road" into the contract for the 2020 Street Improvement Plans.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

The City awarded a contract for the reconstruction and rehabilitation of Larry Drive and Independence Park Road. Larry Drive will be reconstructed with new curb & gutter, and the pavement will be reclaimed and paved with a two-course surface treatment. Portions of Independence Park Road will be reclaimed and paved with a two-course surface treatment, and portions will be paved with a single course surface treatment. This contract includes work on Independence Park Road from the main entrance on US 183 to the east entrance near Village Drive, and the road next to the swimming pool.

The original bid documents included an Alternate Bid #4 for improvements to the Brick Yard Road within Independence Park. The original contract excluded Alternate #4 due to budget constraints, but because funding is now available from other projects being constructed under budget, it is recommended Alternate #4 now be accepted.

### **POLICY CONSIDERATIONS:**

As funds are available, the city should consider rehabilitating and maintaining streets in order to provide safe travel ways for the public.

### **FISCAL IMPACT:**

The Bid for Alternate #4 was 53,850.00. Funding for this project will come from the 2019 Certificate of Obligation.

### **ATTACHMENTS:**

Bid tabulation

### **STAFF RECOMMENDATION:**

Staff respectfully recommends this Change Order be approved to Tierra Lease Service, LLC. in the amount of \$53,850.00 for construction of the Brick Yard Road as bid in Alternate #4 of the original bid documents.



## **RESOLUTION NO. 2020-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO ISSUE A CHANGE ORDER TO THE CONTRACT FOR THE 2020 STREET IMPROVEMENT PLANS TO TIERRA LEASE SERVICE, LLC; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Certificate of Obligation issued in 2019 included these 2020 Street Improvement Plans 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 January 30, 2020; and,

**WHEREAS**, the proposals were due to be received by the City of Gonzales on February 20, 2020 at 2:00 p.m.; and,

**WHEREAS**, proposals were received from Diamond X Contracting, Inc, Lester Contracting, JR Sitework and Tierra Lease Service, 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 recommended to award the contract, and the City Council did award the contract to Tierra Lease Service, LLC who was the lowest responsible bidder with a base bid amount of \$311,844.00 for Larry Drive, and a base bid amount of \$156,090.00 for Independence Park Road with alternate bid amounts of \$25,200.00 for Independence Park Road East, and \$19,360.00 for the Pool Road, for a total amount of \$512,494.00; and,

**WHEREAS**, there were additional Bid Alternates in the original bid proposal including Bid Alternate #4 – Brick Yard Road in the amount of \$53,850.00,

**WHEREAS**, the City Council finds that adding Bid Alternate #4 – Brick Yard Road to the existing agreement for the 2020 Street Improvement Plans is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

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

Section 2. The City Council of the City of Gonzales hereby authorizes the City Manager to execute a Change Order to the contract for the 2020 Street Improvement Plans to Tierra Lease Service, LLC to Add Bid Alternate #4 – Brick Yard Road to the contract.

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

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

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

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

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

**PASSED AND APPROVED this 11<sup>th</sup> day of June, 2020.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristi Gilbert, Interim City Secretary

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2020-52 Amending Section 8.16 of the City of Gonzales Employee Handbook regarding social media.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

The City of Gonzales first adopted a Social Media policy for City staff in 2013. The City of Gonzales most recently amended the Employee Handbook in 2018. As best practices continue to evolve regarding the use of social media and digital engagement for government and governmental staff, the City of Gonzales strives to maintain these best practices within its policies.

### **POLICY CONSIDERATIONS:**

If adopted, the policy that is being proposed to City Council at this time will replace the policy currently in place within the Employee Handbook.

### **FISCAL IMPACT:**

N/A

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

## **RESOLUTION NO. 2020-52**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE ADOPTION OF AN UPDATED AND MORE COMPREHENSIVE SOCIAL MEDIA POLICY THAT WILL NOW INCLUDE BEST PRACTICES FOR PERSONAL PAGES OF CITY STAFF AND CITY-MAINTAINED PAGES BY CITY ADMINISTRATORS.**

**WHEREAS**, social media is used by the City of Gonzales to disseminate information to the public; and

**WHEREAS**, social media is used by a large percentage of City of Gonzales staff for personal interests; and

**WHEREAS**, the City Council strives to increase public confidence in our municipal government; and

**WHEREAS**, the City Council finds that it is in the best interest of the City that all City social media pages maintain an atmosphere of transparency, professionalism and respect; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to ensure appropriate use of social media and digital engagement by City staff; and

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

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

Section 2. The City Council of the City of Gonzales, Texas hereby approves the amendment to Section 8.16 of the Employee Handbook attached as Exhibit "A".

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

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

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

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

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

**PASSED AND APPROVED this 11<sup>th</sup> day of June, 2020.**

---

Mayor, Connie L. Kacir

ATTEST:

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Kristi Gilbert, Interim City Secretary

# **CITY OF GONZALES**

## **SOCIAL MEDIA & DIGITAL ENGAGEMENT POLICY**

### **PURPOSE**

In an effort to ensure appropriate use of social media and digital engagement, this policy outlines processes and procedures for use of any and all social media platforms and digital engagements on behalf of the City of Gonzales to disseminate public information and/or promote events, programs and city services. This policy also creates a centralized approach for social media management that assists in the oversight and control of the City's message.

Along with City-maintained social media profiles and digital engagement, this policy also outlines appropriate uses of all personal social media pages and digital engagement by members of City of Gonzales staff.

### **GOALS**

All digital engagement and the use of social media by the City of Gonzales should support the following goals:

- I. Promote a positive image of the City of Gonzales and the Gonzales community
- II. Promote transparency of City government and services
- III. Promote citizen engagement through one-on-one connection with followers
- IV. Provide immediate and direct information in times of emergency or other urgent situations

All digital engagement and the use of personal social media by members of City of Gonzales staff should support the following goals:

- I. Promote a positive image of the City of Gonzales and the Gonzales community

### **APPLICABILITY**

This policy applies to all authorized City of Gonzales employees who are using social media on behalf of the City of Gonzales, as well as to all City of Gonzales employees that maintain personal social media pages and engage on digital platforms.

## DEFINITIONS

- **Social Media & Digital Engagement:** A website or application that permits sharing of information between people. This includes internet-based social networking applications, blogs, chat rooms, forums, collaborative information and publishing systems, video- and photo-sharing websites (e.g., Facebook, Instagram, Twitter, YouTube, Snapchat, TikTok, etc), and other websites with user-generated content such as web-based news articles.
- **Post or Comment:** Content an individual shares on the page of a social media site.
- **Account Administrator:** A City of Gonzales staff member who administers or authorizes content for a social media account.
- **Authorized Employee:** A person who has been approved to place postings, commentary or other content on an official city social media account.
- **Staff Member:** Any individual employed by the City of Gonzales.

### **City Page Administrator Guidelines**

- I. All official City of Gonzales social media sites are considered an extension of the City's information and communications system.
- II. Authorized employees acting/posting on behalf of the City via social media platforms must always conduct themselves professionally as a representative of the City of Gonzales. Authorized employees are responsible for the material they post on social media sites.
- III. Authorized employees acting/posting on behalf of the City must write knowledgeably, accurately, and professionally regarding City operations, services, events, City officials and staff.
- IV. Authorized employees acting/posting on behalf of the City may not share information that is confidential and proprietary about the City. This includes information about City operations, services, finances, sales, employees, strategy and any other information that has not been approved by the City Manager for public release. If there are any questions as to whether potential content to be posted falls into one of these categories, please seek guidance and advisement from the City Manager prior to posting.

- V. Only authorized employees shall be allowed to distribute content via social media. Limiting the number of authorized employees facilitates adherence to the guidelines set forth in this policy regarding appropriate use.
  - A. The Department Head or designee of any City department approved for social media shall be responsible for monitoring and supervising social media activity to ensure their employees' adherence to this policy as well as ensure any information shared on their social media sites is in line with City goals and objectives.
  - B. Responses to inquiries, comments, or concerns must be approved by the Department Head, Division Manager, or designee.
- VI. All official City Facebook pages must include the following information in the "about" section: The City of Gonzales reserves the right to hide any comments or postings for the following reasons:
  - A. Obscene or inappropriate comments that promote, foster or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
  - B. Conduct or encouragement of illegal activity.
  - C. Comments unrelated to the topics of the posts and/or forum or hyperlinks to material that is not directly related to the discussion.
  - D. Commercial promotions, spam or promotion of any elected official or candidate.
  - E. Providing personally identifying information including addresses, phone numbers or email addresses.
  - F. Pornographic material.
  - G. Obscene, vulgar, or abusive language.
  - H. Defamatory statements against a City official and/or staff member.
- VII. Guidelines for hiding and/or deleting posts and/or comments from the public on City social media pages are listed below and should also be included in the "about" section of City pages.
  - A. Before hiding a post for violation of the social media policies, the person posting will be notified by the page administrator and given an opportunity to edit the post to meet the content standards.



- B. Any post not modified within six hours after receiving notice of the violation of content standards will be hidden.
- C. Any person who has a post hidden may appeal the decision of the page administrator to the City Manager.
- D. The City Manager shall review the post and determine whether it complies with the content standards within twenty-four hours.
- E. The decision of the City Manager shall be final.

## **BEST PRACTICES**

- I. All communication on social media shall have a clear purpose, be timely and accurate, use proper spelling, grammar and syntax, and provide value to the reader and City.
- II. Any inquiries or comments requiring a reply should be handled in a timely manner or no more than two (2) business days after the inquiry or comment was received.
- III. Authorized employees should stay within their areas of expertise when interacting on social media. Do not guess, speculate, or provide commentary on areas you are not authorized to comment on. Pass along any concerns to the appropriate department.
- IV. If you encounter a negative post about the City, do not respond in a negative way and do not engage in an argument. Responses should only state facts and should not reflect personal opinions.
- V. All City-maintained social media pages shall be set up with the current archiving service contracted by the City for the retention of content for public record.

## **PROCEDURES**

- I. Departments requesting to create an official social media page specific to their area must request the approval of the City Manager.
  - A. All sites must be in compliance with this policy.
  - B. Once the new site and/or page is created, the Department Head will be responsible for creating, maintaining and monitoring the social media site(s) for their department and will act as an official spokesperson for the City via social media.
- II. The Human Resources liaison will maintain a list of all approved users for City pages and sites.
  - A. Only City email addresses will be used to create social media accounts.

- B. When an authorized employee separates from the City, Department Heads shall notify HR immediately so that log-ins and passwords can be changed immediately.
- III. It is the responsibility of the Department Head to ensure that all backups, monitoring measures, security processes and mandatory archiving is in place.
- IV. All City of Gonzales social media pages must contain the following information as allowed by the host site:
  - A. Be identified as a City of Gonzales site.
  - B. Contain appropriate staff contact info.
  - C. Contain the City logo or departmental logo.
  - D. Have a link to the appropriate page of the City's website.
  - E. Specify that all information posted may be subject to Texas Public Information Act.
- V. City of Gonzales social media channels must be continually updated and monitored. Accounts that have been inactive for more than two (2) months will be subject to deactivation or deletion. If a department wishes to deactivate a City social media page, they must receive authorization from the City Manager.
  - A. THE RIGHT WAY: Inform followers that the page will no longer be active as of (provide date). Publish a placeholder post indicating where followers will be able to access information previously found on the social media page.
  - B. THE WRONG WAY: Discontinue posting altogether; going inactive; deleting the account without notice or explanation.

### **Personal Social Media & Digital Engagement Guidelines**

The following guidelines apply to all personal social media accounts, blogs and digital engagement on web-based articles, forums and all internet sites by City of Gonzales staff members. These guidelines apply to City of Gonzales-related content and are not meant to infringe upon the personal interactions of City employees, as all public or private information exchanged related to City business is subject to the Public Information Act:

- I. When creating content on any personal social media accounts and pages, commenting on the like and engaging on any web-based articles and/or platforms, employees of the City of Gonzales must identify as such and state that the views expressed are theirs alone and do not represent the views of the City of Gonzales.
- II. City employees are not authorized to speak on behalf of the City, or to represent that they do, on any personal social media accounts or while under any personal profiles in digital engagements.

- III. If maintaining a website, blog or any other form of digital interaction that will mention the City and/or its operations, services and employees, City employees must first attain permission from the City Manager.
- IV. City employees must not share information that is confidential and proprietary about the City. This includes information about City operations, services, sales, finances, employees, strategy and any other information that has not been granted public release by the City. Any content that may be deemed as such should be approved by the City Manager prior to posting.
- V. City employees are not authorized to use City equipment, including computers or other electronic equipment, or work time, to conduct personal blogging, social networking and all other digital engagement activities.
- VI. City employees must avoid any behavior online that will reflect negatively on the City's reputation. Unfounded or derogatory statements, misrepresentations, as well as any commentary, content or image that is threatening, defamatory, pornographic, proprietary, harassing and libelous about the City or other City employees and/or officials will result in corrective action and/or termination of employment.

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on the City's Fiscal Management Contingency Plan.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Consideration

### **BACKGROUND:**

On March 25, 2020, the City Council unanimously voted to enact Fiscal Management Contingency Plan Level II and postpone all capital improvement projects for a period of 30 days. Staff is seeking direction on future steps.

At the May 14, 2020 Council meeting, the City Council unanimously voted to continue with Fiscal Management Contingency Plan Level II and allow capital projects to move forward.

### **POLICY CONSIDERATIONS:**

Staff is seeking direction from the City Council.

### **FISCAL IMPACT:**

The fiscal impact depends on the Contingency Plan Level adopted.

### **ATTACHMENTS:**

Fiscal Management Contingency Plan

### **STAFF RECOMMENDATION:**

Staff is seeking direction from the City Council.

### **Fiscal Management Contingency Plan**

The fiscal management plan will assist City management in guiding future planning efforts. The Plan is a guide only, and is intended to assist in budget balancing strategies. Depending upon management's response to economic and financial conditions, some parts of the plan may be implemented sooner or later, in accordance with direction from City Council. Economic and budget conditions will be evaluated monthly, and any budget impacts resulting from economic conditions or trends will be identified.

Throughout the contingency plan process, the goal is to protect current service levels, while continuing to provide competitive pay and benefits to all employees.

### **Budgetary Revenue Shortfall Contingency Plan**

- A. The City will establish a plan to address economic situations that cause revenue to be significantly less than the adopted budget revenue. The plan is comprised of the following components:
  - Indicators – Serve as warnings that potential budgetary revenue shortfalls are increasing in probability. Staff will monitor state and national economic indicators to identify recessionary or inflationary trends that could negatively impact consumer spending or property values.
  - Levels – Serve to classify and communicate the severity of the estimated budgetary revenue shortfalls and identify the actions to be taken at the given phase.
  - Actions – Preplanned steps to be taken in order to prudently address and counteract the estimated budgetary revenue shortfall.
- B. The actions listed in Levels I through IV are intended to be short-term in nature. In the event the underlying economic situation is expected to last for consecutive years, more permanent actions will be taken.
- C. The City Manager or designee will apprise City Council at the regular City Council meeting immediately following any action taken through this plan. Information such as underlying economic condition, economic indicators, estimated budgetary revenue shortfalls, actions taken and expected duration will be presented to City Council.
- D. The City Council may appropriate available fund balance as needed to cover any estimated revenue shortfall. Appropriation of fund balance must be carefully weighed and long-term budgetary impacts must be considered in conjunction with the projected length of the economic downturn.
- E. Actions taken through this plan must always consider the impact in revenue generation. Actions taken should reduce expenses well in excess of resulting revenue losses.
- F. The following is a summary of classifications and the corresponding actions to be taken.
  - 1. Level I: The estimated annual revenue is below budget projections for 3 consecutive months. Current economic conditions and indicators may continue.
    - a. Expenditures:
      - i. Freeze newly created positions.
      - ii. Implement a time delay for hiring vacant positions.
      - iii. Increase/decrease temperatures in all City Buildings during hours not open to public.

- b. Revenues:
    - i. Identify any potential new revenue sources.
  - c. Service Level Impacts:
    - i. Minor service level disruptions and/or delays.
    - ii. New projects may be postponed or deferred.
    - iii. Begin planning for Levels II through IV.
    - iv. Implement Community Communication Plan in order to communicate to citizens any service levels that may be impacted.
  - d. Improvement in Economic Conditions. When the estimated annual revenue equals or exceeds the budget projections for 3 consecutive months *and economic indicators are anticipated to continue to improve*, initiate normal operating procedures.
2. Level II: The estimated annual revenue is below budget projections for 6 consecutive months. Current economic conditions and indicators are anticipated to continue.
- a. Expenditures:
    - i. Implement a managed-hiring program for vacant positions.
    - ii. Reduce the hours/number of part-time and seasonal employees as per Reduction in Force Policy.
    - iii. Reduce travel and training expenses.
    - iv. Review and prioritize reductions of operating and capital expenditures.
    - v. Eliminate or defer capital outlay expenses.
    - vi. Review and prioritize expenses for professional and contracted services.
  - b. Revenues:
    - i. Evaluate user fees in order to remain competitive.
    - ii. Identify and/or implement new revenue sources.
    - iii. Evaluate Electric, Solid Waste, Water, and Wastewater rate increases.
    - iv. Evaluate use of available fund balance.
  - c. Service Levels Impacts:
    - i. Cutbacks or reductions in non-essential day-to-day operations (number of times parks are mowed, hours of operations of facilities).
    - ii. Adjust service hours for City Facilities. (example: increase hours of City Hall from 9 hours to 11 hours for four days and close one day per week with increased/decreased temperatures or adjust hours of Library, etc.)
    - iii. Defer general (non-essential) maintenance.
    - iv. Prioritize and defer or freeze vehicle replacements, computer upgrades, and new computer purchases. Replacements for essential non-working equipment are allowed, subject to approval by the City Manager.
    - v. Reduce or defer non-essential repair and maintenance expenses. Example – vehicles, communications, office equipment, machinery and buildings. Repair and maintenance on non-working equipment is permitted, subject to approval by the City Manager.
  - d. Improvement in Economic Conditions. When the estimated annual revenue equals or exceeds the budget projections for 3 consecutive months, *and economic indicators are anticipated to continue to improve*, initiate Level I.

3. Level III: The estimated annual revenue is below budget projections for 9 consecutive months, or is below budget projections by more than 6% for 6 consecutive months. Current economic conditions and indicators are anticipated to continue or possibly worsen.
  - a. Expenses:
    - i. Prepare for implementation of a Reduction in Force Plan.
    - ii. Implement a compensation freeze.
    - iii. Identify overtime expenses that may likely be reduced.
    - iv. Reduce external program funding.
    - v. Eliminate or defer pending capital improvement projects.
    - vi. Consider deferring payments to City-owned utilities – Electric, Solid Waste, Water, and Wastewater services.
  - b. Revenues:
    - i. Recommend property tax increase.
    - ii. Recommend Electric, Solid Waste, Water, and Wastewater rate increase.
    - iii. Recommend new revenues, or increases in current fees.
    - iv. Recommend use of available fund balance.
  - c. Service Level Impacts:
    - i. Significant reductions in service levels.
    - ii. Evaluate and/or recommend a reduction in hours of operation at all facilities.
    - iii. Essential programs and services will be evaluated for reductions.
    - iv. Reduce energy costs through reduction in hours of operations.
  - d. Improvement in Economic Conditions. When the estimated annual revenue equals or exceeds the budget projections for 3 consecutive months, and *economic indicators are anticipated to continue to improve*, initiate Level II.
4. Level IV: The estimated annual revenue is below budget projections for 12 consecutive months, or is below budget projections by more than 6% for 9 consecutive months. Current economic conditions and indicators are anticipated to continue and are likely to worsen.
  - a. Expenditures:
    - i. Implement Reduction in Force Plan (reduce employee personnel costs, including an employee furlough plan for time off without pay and/or four-day work weeks, laying off of personnel, etc.).
    - ii. Consider other cost reduction strategies.
    - iii. Reduce departmental budgets by a fixed percentage or dollar amount.
    - iv. Eliminate external program funding.
    - v. Reduce and/or eliminate overtime expenses throughout departments.
  - b. Revenues:
    - i. Implement property tax rate increase.
    - ii. Implement Electric, Solid Waste, Water, and Wastewater rate increase.
    - iii. Increase user fees.
    - iv. Implement use of available fund balance.
  - c. Service Level Impacts:
    - i. Reduce hours of operations to all facilities.
    - ii. Implement service level reductions throughout all departments and/or eliminate specific programs.

- iii. Departments will prioritize service levels and programs according to City Council goals and objectives.
- iv. Defer infrastructure and street overlay maintenance.
- d. Improvement in Economic Conditions. When the estimated annual revenue equals or exceeds the budget projections for 3 consecutive months, and *economic indicators are anticipated to continue to improve*, initiate Level III.



## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution #2020-44 Authorizing the Expenditure in an Amount Not to Exceed \$100,800.00 for the Change Out of Electrical Poles.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

On January 9, 2020, the City of Gonzales authorized the execution of an agreement the Techline Construction, LLC to gain access to LCRA's Distribution Services Contract with Techline Construction, LLC. The City has received a quote from Techline Construction for the change out of 35 poles at an estimated cost of \$90,720 in an amount not to exceed \$100,800.00. The City also obtained a quote from GVEC in the amount of \$221,683.37 several weeks ago. Staff reached out to the both companies once again and GVEC politely declined to provide a subsequent proposal.

The City Council tabled this item at the May 14, 2020 meeting to allow staff time to gather additional information.

### **POLICY CONSIDERATIONS:**

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

### **FISCAL IMPACT:**

Staff budgeted \$100,000 in Special Contracts GL Account 210-7-710.411 for the labor portion of the replacement of these poles. The total amount budgeted in this GL Account is \$128,000, but only \$100,000 is allocated for this specific project in the 2019-2020 Fiscal Year Budget and that was verified with the Finance Director.

### **ATTACHMENTS:**

Resolution

Quotes

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

## **RESOLUTION NO. 2020- 44**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CHANGE OUT OF POWER POLES IN AN AMOUNT NOT TO EXCEED \$100,800.00; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, an annual operating budget for the fiscal year October 1, 2019 through September 30, 2020, was approved and adopted by the City Council on September 12, 2019; and,

**WHEREAS**, as set forth in the City's Fiscal and Budgetary Policy, all City purchases and contracts over \$50,000 shall conform to a competitive bidding process as set forth in Chapter 252 of the Local Government Code of Texas; and,

**WHEREAS**, the pricing for the power poles was obtained through a program agreement for Distribution Construction Services Contracting through the Lower Colorado River Authority ("LCRA") under the authority of Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code; and,

**WHEREAS**, the Finance Director verified that funds in the amount of \$100,000 are currently budgeted for the labor portion of this project in Special Contracts GL Account 210-7-710.411 in the 2019-2020 Fiscal Year Budget; and,

**WHEREAS**, the total cost of the change out of 35 poles is estimated at \$90,720 with an amount not to exceed \$100,800.00; and,

**WHEREAS**, the City Council finds that changing out the poles is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

### **NOW, THEREFORE, BE IT 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 Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 2. The City Council of the City of Gonzales hereby authorizes the change out of a minimum of 35 poles in an amount not to exceed \$100,800.00.

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.

Section 8. This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 11<sup>th</sup> day of June, 2020.**

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Mayor, Connie L. Kacir

ATTEST:

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Kristi Gilbert, Interim City Secretary

Techline Construction Quote  
**CITY OF GONZALES**  
**ELECTRIC DEPARTMENT**  
1916 Saint Joseph Street  
Gonzales, Texas 78629  
830-672-2815

May 27, 2020

**RE: REPLACING 34 POLES FOR THE CITY OF GONZALES**

**Specifications:**

1. Contractor will remove and install 4-50/3 primary poles.
2. Contractor will remove and install 20-40/4 primary poles.
3. Contractor will remove and install 10-30/4 secondary poles.
4. Contractor will coordinate all outages for customers/businesses.
5. Contractor will be responsible for all locates and 811 calls.
6. Contractor will be responsible for relocating all material back to city facilities for proper disposal.
7. Contractor will be responsible to top pole and secure old pole to the new pole.  
(If there are no foreign contacts contractor is responsible to pull old pole.)
8. City will provide material and poles.
9. Contractor will be providing the labor for this job.

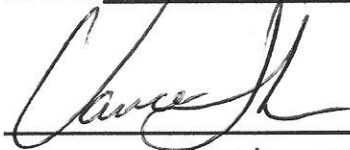
This is a proposal for **34 poles** to be replaced within the city of Gonzales. **This proposal is good for 60 days from the above date.**

The City of Gonzales Electric Department proposes hereby to provide materials for the replacement of **34 poles** throughout the City of Gonzales. The bidder is to provide labor only for the replacement of the aforementioned **34 poles** throughout the City of Gonzales for the sum of

\$ 90,720<sup>00</sup> Not to exceed 100,800<sup>00</sup>

Payment to be made as follows: **Upon Completion of Project.**

**Acceptance of Proposal:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. **Please return bid specifications by email or to the above address by June 3, 2020.**



Accepted By VANCE THURMON

5-29-20

Date

Respectfully submitted,

Nick DeLeon, Electric Director

City of Gonzales

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action  
Approving Resolution #2020-53 establishing  
only City Departments can use the City Stage.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

Gonzales Main Street Advisory Board met on May 26, 2020 regarding rules for the use of the City stage. Main Street Manager Liz Reiley reported that the Main Street Board was asked to make a recommendation to City Council that the stage be used by the Department Heads of the City only and not be leased to other entities in Gonzales. Carlos Camarillo moved that the City Stage only be used by City employees for City Events. Connie Dolezal seconded the motion. The motion carried by unanimous vote.

### **POLICY CONSIDERATIONS:**

Use of City Stage

### **FISCAL IMPACT:**

N/A

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

## **RESOLUTION NO. 2020-53**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ESTABLISHING A POLICY THAT ONLY CITY DEPARTMENTS CAN USE THE CITY STAGE, AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, Gonzales Main Street Advisory Board met on May 26, 2020, regarding rules for the use of the City Stage, and

**WHEREAS**, the Main Street Manager, Liz Reiley, reported that the Main Street Advisory Board was asked to make a recommendation to City Council that the stage only be used by the Department heads of the City and not leased to other entities in Gonzales, and

**WHEREAS**, the Main Street Advisory Board voted unanimously to recommend to City Council that the City's Stage only be used only be used by City Employee's for City Events.

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

**Section 1.** That the foregoing legislative findings are found to be true and incorporated herein.

**Section 2.** That the City Council of the City of Gonzales adopts a policy that the City Stage shall only be used by the Department Heads of the City and not leased to other entities in Gonzales.

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

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

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

**Section 6.** That 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 7.** This Resolution shall be effective upon its approval.

**Section 8.** This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 11<sup>th</sup> day of June, 2020.**

---

Mayor, Connie L. Kacir

ATTEST:

---

Kristi Gilbert, Interim City Secretary

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Resolution # 2020-54 Authorizing the City Manager to defer all hotel occupancy tax payments for the second quarter of FY2019-2020 for a minimum of 90 days, with penalties waived, based on the recommendation from the Gonzales Convention and Visitor Bureau.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

Hotel Occupancy Taxes (HOT) are collected by both the State of Texas and City of Gonzales from lodging properties located within the city limits of Gonzales, Texas. Lodging property owners collect the monies and submit them to the City of Gonzales in the form of a quarterly payment, with some properties electing to submit monthly.

Due to unprecedented economic impacts upon the Tourism & Hospitality industry from the COVID-19 pandemic, local Gonzales lodging owners have seen significant decreases in occupancy rates and are experiencing severe revenue shortfalls. Most have faced the challenge of employee furloughs and layoffs, with some even having to close their properties.

The Gonzales Convention and Visitors Bureau presents this recommendation to the Gonzales City Council in an effort to ease the heavy burden upon local lodging partners by providing additional time for payment of HOT, in an effort to help them sustain operations and retain employees. The objective is to avoid permanent closure of our local lodging properties, which would be detrimental to the recovery of the destination.

### **POLICY CONSIDERATIONS:**

The deferral of HOT payments will impact the overall fund balance of 500.811 temporarily. The financial responsibilities of this fund include the salary of the Tourism Director, 50% of debt service payments for the J.B. Wells Expo Center and funding assistance for local attractions and partners. Due to the current balance of available funds within this department, the GCVB felt comfortable making this recommendation in an effort to assist local lodging properties during this time of public health and economic crisis.

### **FISCAL IMPACT:**

Approximately \$61,000 in delayed HOT payments for the second quarter of FY2019-2020.

### **ATTACHMENTS:**

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.



**RESOLUTION NO. 2020-54**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE RECOMMENDATION OF GONZALES CONVENTION & VISITOR BUREAU TO DEFER HOTEL OCCUPANCY TAX PAYMENTS FOR ALL GONZALES LODGING PROPERTIES FOR THE SECOND QUARTER OF FISCAL YEAR 2019-2020 FOR 90 DAYS, AS WELL AS WAIVE ALL PENALTIES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China; and

**WHEREAS**, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

**WHEREAS**, President Trump declared a national emergency on March 13, 2020 in regards to the Coronavirus disease (COVID-19); and

**WHEREAS**, Governor Greg Abbott declared a public health disaster on March 13, 2020; and

**WHEREAS**, City of Gonzales Mayor Connie Kacir issued a Declaration of Public Health Emergency on March 15, 2020; and

**WHEREAS**, the City of Gonzales City Council extended the Declaration of Local Disaster on March 16, 2020; and

**WHEREAS**, in March of 2020, counties across Texas began implementing shelter-in-place and/or stay-at-home orders, prohibiting all non-essential travel within the restricted areas in an effort to mitigate the spread of COVID-19 throughout Texas; and

**WHEREAS**, Governor of Texas Greg Abbott issued an Executive Order on March 31, 2020 mandating the restrictive measures of social distancing, avoidance of social gatherings and interactions, telework for non-essential employees and closure of all non-essential businesses in an effort to mitigate the spread of COVID-19 throughout Texas; and,

**WHEREAS**, in late March of 2020, the Texas Comptroller granted 90-day extensions on state taxes due by businesses and individuals, as well as payment agreements and waiver of all penalties and interest in most instances; and,

**WHEREAS**, U.S. hotel profits fell 101% in March; and,

**WHEREAS**, as of April 28, 2020, nearly 300,000 hotel-related jobs have been lost in Texas due to the COVID-19 pandemic; and,

**WHEREAS**, over \$18 billion in hotel room revenue has been lost among United States hotel properties during the COVID-19 pandemic; and,

**WHEREAS**, most United States hoteliers, including hoteliers within the city limits of Gonzales, have reported single-digit occupancy during the COVID-19 pandemic; and,

**WHEREAS**, local hotel performance reports indicate over 70% daily decreases in year-over-year occupancy rates among Gonzales lodging properties since March 15, 2020; and,

**WHEREAS**, *Tourism Economics* declares COVID-19's impact to the U.S. travel industry to be 9x worse than the 9/11 terrorist attack; and,

**WHEREAS**, CBRE is projecting revenue losses of 80% for the second quarter of 2020 for U.S. hotel properties; and,

**WHEREAS**, 70% of direct lodging employees in the U.S. have been laid off or furloughed due to the COVID-19 pandemic.

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

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

**Section 2.** The City Council of the City of Gonzales, Texas hereby approves the Gonzales Convention and Visitor Bureau's recommendation to defer Hotel Occupancy Tax payments for the second quarter of Fiscal Year 2019-20 (Jan-Mar 2020) for all lodging properties located within the city limits of Gonzales, for a minimum of 90 days from the due date of April 15, 2020 and to waive all penalties to lodging properties so long as the balance of hotel occupancy taxes due to the City of Gonzales are paid within the timeframe set forth by the City Council of Gonzales, Texas.

**Section 3.** That 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 4.** This Resolution shall be effective upon its approval.

**Section 5.** This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 11<sup>th</sup> day of June, 2020.**

**CITY OF GONZALES**

---

Mayor, Connie L. Kacir

ATTEST:

---

Kristi Gilbert, Interim City Secretary



April 14, 2020

Via E-Mail [ASimper@gonzales.texas.gov](mailto:ASimper@gonzales.texas.gov)

Ashley Simper  
Tourism Director  
City of Gonzales

Dear Director Simper,

I operate the Best Western Regency Inn & Suites at 1811 E Sarah Dewitt Drive, Gonzales, Texas. Prior to the COVID-19 pandemic, which has had a devastating effect on my hotel, my associates, my family and my community, we employed 8 citizens and taxpayers who you have a duty and responsibility to represent and to ensure their best interests are protected – to include their employment opportunities.

My hotel has always supported this community as a driver of revenue, employment and local business activity. Additionally, regarding taxes, I have always paid them as a responsible businessperson. I recognize the need to support our local commerce, infrastructure and my fellow citizens.

Noting the terrible impact COVID-19 has had on the hospitality industry and my hotel, I am respectfully requesting that you waive the remittance of Hotel and Motel Occupancy Tax and grant those funds to my hotel for the period of the first quarter ending on March 31, 2020. Waiving this tax will help ensure the long-term health and sustainability of the area's diverse lodging community. It will allow our hotels to maintain operations, even if at a reduced capacity, that will enable us to employ associates. Their employment is a benefit to the community in that it reduces the number of those seeking unemployment benefits – allowing others to take advantage of a system already stressed by the ever-increasing number of unemployed who are in desperate need of financial assistance. Just as importantly, doing the right thing and waiving this tax during the crisis will allow our associates to continue to work while holding their heads high with dignity and honor as we continue to fight this terrible scourge together.

*A person's self-worth and dignity are worthy of your attention and action.*

### Regency Inn & Suites

1811 E. Sarah Dewitt Dr., Gonzales, TX 78629 P: (830) 672-5555 Reservations: 1 (800) 780-7234 [bestwestern.com](http://bestwestern.com)

Wherever Life Takes You, Best Western Is There. June 2020 Council Packet 345 of 380

Each Best Western® branded hotel is independently owned and operated.



My hotel wants to do its part in supporting the fight against this terrible virus by continuing to do business in the community. But your hoteliers need your help.

My request is simple, please waive the remittance of Hotel and Motel Occupancy Tax and grant those funds to my hotel for the period of the first quarter ending on March 31, 2020. It is the right thing to do for the greater good of our community and those who need your help – your citizens who want to work and support our community.

As a hotelier who wants to be a part of our business community for years to come, I am available if you have any questions at the following telephone number and email address:

Telephone: 916-606-9641

Email Address: [nileshrp916@gmail.com](mailto:nileshrp916@gmail.com)

***Thank you for considering this humble request. It is the right thing to do for the greater good.***

Sincerely,

A handwritten signature in blue ink, appearing to read "Niles R. Patel", with a horizontal line underneath.

Niles R. Patel  
Owner and Operator

cc: Mayor Connie Kacir (via email)

## Regency Inn & Suites

1811 E. Sarah Dewitt Dr., Gonzales, TX 78629 P: (830) 672-5555 Reservations: 1 (800) 780-7234 [bestwestern.com](http://bestwestern.com)

Wherever Life Takes You, Best Western Is There.®

Each Best Western® branded hotel is independently owned and operated.

# THE TEXAS LODGE

April 14, 2020

Via E-Mail [ASimper@gonzales.texas.gov](mailto:ASimper@gonzales.texas.gov)

Ashley Simper  
Tourism Director  
City of Gonzales

Dear Director Simper,

I operate the The Texas Lodge at 1821 E Sarah Dewitt Drive, Gonzales, Texas. Prior to the COVID-19 pandemic, which has had a devastating effect on my hotel, my associates, my family and my community. My hotel has always supported this community as a driver of revenue, employment and local business activity. Additionally, regarding taxes, I have always paid them as a responsible businessperson. I recognize the need to support our local commerce, infrastructure and my fellow citizens.

Noting the terrible impact COVID-19 has had on the hospitality industry and my hotel, I am respectfully requesting that you waive the remittance of Hotel and Motel Occupancy Tax and grant those funds to my hotel for the period of the first quarter ending on March 31, 2020. Waiving this tax will help ensure the long-term health and sustainability of the area's diverse lodging community. It will allow our hotels to maintain operations, even if at a reduce capacity, that will enable us to employ associates. Their employment is a benefit to the community in that it reduces the number of those seeking unemployment benefits – allowing others to take advantage of a system already stressed by the ever-increasing number of unemployed who are in desperate need of financial assistance. Just as importantly, doing the right thing and waiving this tax during the crisis will allow our associates to continue to work while holding their heads high with dignity and honor as we continue to fight this terrible scourge together.

*A person's self-worth and dignity are worthy of your attention and action.*



# THE TEXAS LODGE

My hotel wants to do its part in supporting the fight against this terrible virus by continuing to do business in the community. But your hoteliers need your help.

My request is simple, please waive the remittance of Hotel and Motel Occupancy Tax and grant those funds to my hotel for the period of the first quarter ending on March 31, 2020. It is the right thing to do for the greater good of our community and those who need your help – your citizens who want to work and support our community.

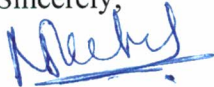
As a hotelier who wants to be a part of our business community for years to come, I am available if you have any questions at the following telephone number and email address:

Telephone: 916-606-9641

Email Address: [nileshrp916@gmail.com](mailto:nileshrp916@gmail.com)

***Thank you for considering this humble request. It is the right thing to do for the greater good.***

Sincerely,



Niles R. Patel

Owner and Operator

cc: Mayor Connie Kacir (via email)

## OXFORD ECONOMIC STUDY DATA

### STATE BY STATE BREAKDOWN: JOB LOSS FIGURES FOR HOTEL INDUSTRY FROM CORONAVIRUS PANDEMIC

## Study Showcases Potential Negative Impact Of Coronavirus Pandemic on Hotel Industry Employment

The hotel industry is facing an abrupt and unprecedented drop in hotel demand that is gaining pace and getting progressively deeper and more severe week by week.

The hotel industry supports nearly 8.3 million jobs total (direct hotel operations, guest spending, indirect supply-chain and induced), but drastic declines in occupancy rates will lead to massive job losses for individuals across the industry. Hotel owners are already reporting facing massive, unavoidable layoffs and furloughs.

**Nearly 4 Million Employees Who Work In Or For The Hotel Industry Are Projected To Lose Their Jobs In The Coming Weeks, Or Have Already Been Furloughed.**

STATE	Total Hotel Supported Jobs	Total Hotel Supported Job Loss
ALABAMA	82,164	(36,974)
ALASKA	33,674	(15,153)
ARIZONA	200,886	(90,399)
ARKANSAS	48,090	(21,640)
CALIFORNIA	1,014,600	(456,570)
COLORADO	176,034	(79,215)
CONNECTICUT	76,737	(34,532)
DELAWARE	14,877	(6,695)
DISTRICT OF COLUMBIA	40,824	(18,371)
FLORIDA	747,705	(336,467)
GEORGIA	255,767	(115,095)
HAWAII	140,093	(63,042)
IDAHO	40,978	(18,440)
ILLINOIS	292,588	(131,665)
INDIANA	109,908	(49,459)
IOWA	64,592	(29,066)
KANSAS	51,939	(23,373)
KENTUCKY	90,722	(40,825)
LOUISIANA	120,404	(54,182)
MAINE	42,468	(19,111)



MARYLAND	103,799	(46,709)
MASSACHUSETTS	163,678	(73,655)
MICHIGAN	193,432	(87,044)
MINNESOTA	131,048	(58,972)
MISSISSIPPI	80,978	(36,440)
MISSOURI	123,610	(55,625)
MONTANA	38,443	(17,299)
NEBRASKA	42,241	(19,009)
NEVADA	395,492	(177,971)
NEW HAMPSHIRE	36,778	(16,550)
NEW JERSEY	197,058	(88,676)
NEW MEXICO	54,079	(24,336)
NEW YORK	528,618	(237,878)
NORTH CAROLINA	216,178	(97,280)
NORTH DAKOTA	21,896	(9,853)
OHIO	192,378	(86,570)
OKLAHOMA	105,527	(47,487)
OREGON	114,338	(51,452)
PENNSYLVANIA	234,088	(105,340)
RHODE ISLAND	19,548	(8,796)
SOUTH CAROLINA	129,364	(58,214)
SOUTH DAKOTA	31,841	(14,328)
TENNESSEE	161,404	(72,632)
TEXAS	658,637	(296,387)
UTAH	86,463	(38,908)
VERMONT	36,959	(16,632)
VIRGINIA	192,936	(86,821)
WASHINGTON	190,566	(85,755)
WEST VIRGINIA	30,669	(13,801)
WISCONSIN	118,461	(53,307)
WYOMING	31,056	(13,975)
<b>UNITED STATES</b>	<b>8,306,612</b>	<b>(3,737,975)</b>
<i>Source: Oxford Economics (End of March, 2020)</i>		

*\* total jobs, including supply chain; Note: figures represent proportionate impacts of US hotel industry based on historical performance (each 10 percentage point decline in occupancy is shown as having the same successive impact for illustrative purposes). Economic impacts are based on Oxford Economics research for AHLA.*

# COVID-19 DEVASTATING HOTEL INDUSTRY

Low to zero hotel revenue driving unprecedented job loss

## HISTORIC LOW OCCUPANCY

Impact to travel industry **9x worse** than 9/11. (Tourism Economics)

(Tourism Economics)

Nearly **50% revenue decline** in 2020, **\$124B**

**lost** off \$270B total (Oxford Economics)

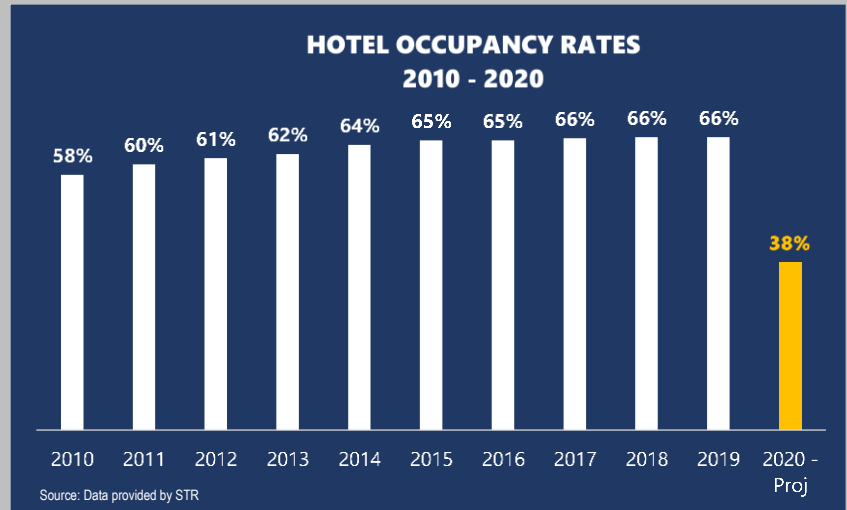
**Eight in 10** hotel rooms are empty. (STR)

2020 is projected to be the **worst year on**

**record** for hotel occupancy. (CBRE)

Forecasted occupancy rate for 2020 **worse than**

**1933 during Great Depression.** (CBRE)



## STAGGERING JOB LOSS

**70%** of hotel employees have been laid off or furloughed. (Oxford Economics and Hotel Effectiveness)

(Oxford Economics and Hotel Effectiveness)

Nearly **1.6 million** hotel employees out of work and

**\$2.4 billion** in weekly lost wages due to the crisis (Oxford Economics and Hotel Effectiveness)

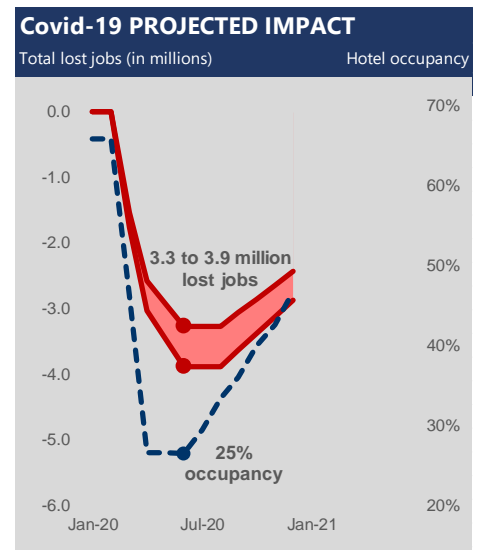
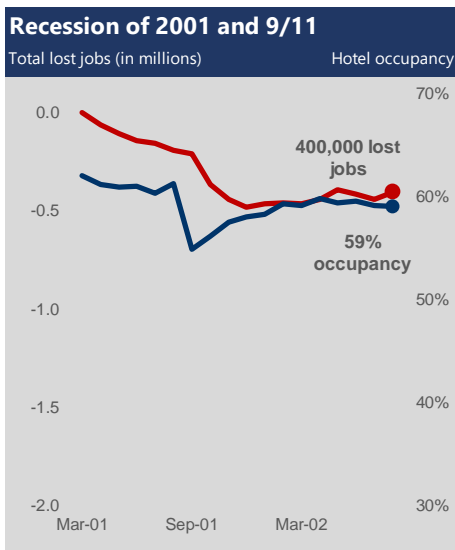
(Oxford Economics and Hotel Effectiveness)

Nearly **3.9 million** total hotel-supported jobs have been lost

since the crisis began (Oxford Economics)



## COMPARISON TO OTHER FINANCIAL CRISES



## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on **Resolution # 2020-55** Authorizing a Budget Amendment based on the Recommendation from the Gonzales Convention and Visitor Bureau and Directing the City Manager to Prepare Said Amendment for Future Council Consideration.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Resolution

### **BACKGROUND:**

Due to unprecedented economic impacts upon the Tourism & Hospitality industry from the COVID-19 pandemic, a substantial marketing campaign promoting Tourism to Gonzales is needed as the State of Texas moves forward in the reopening process known as "Open Texas". Visitors to Gonzales increase both hotel occupancy tax collection, as well as sales tax. Both are needed to revitalize the economy in Gonzales.

**HOT funds have restricted use and can only be used to directly enhance and promote tourism and the hotel/convention industry.**

The Gonzales Convention and Visitors Bureau is recommending a budget amendment be approved with the HOT funds that are available. These additional monies will enable the Tourism Director to significantly increase marketing efforts to assist in the recovery of the local economy with specific and targeted campaigns promoting local lodging properties and the offerings of the destination; such as shopping, dining, nature & historical attractions. The recommendation is that \$15,000.00 per month for the next 6 months, for a total of \$90,000.00, be granted from the overall HOT fund balance that is available.

### **POLICY CONSIDERATIONS:**

### **FISCAL IMPACT:**

If approved, a budget amendment will be brought forward at a future Council meeting.

### **STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

## **RESOLUTION NO. 2020-55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE RECOMMENDATION OF GONZALES CONVENTION & VISITOR BUREAU TO GRANT A BUDGET AMENDMENT FOR THE TOURISM DEPARTMENT AND DIRECTING THE CITY MANAGER TO PREPARE SAID AMENDMENT FOR FUTURE CITY COUNCIL CONSIDERATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, President Trump declared a national emergency on March 13, 2020 in regards to the Coronavirus disease (COVID-19); and

**WHEREAS**, Governor Greg Abbott declared a public health disaster on March 13, 2020; and

**WHEREAS**, City of Gonzales Mayor Connie Kacir issued a Declaration of Public Health Emergency on March 15, 2020; and

**WHEREAS**, in March of 2020, counties across Texas began implementing shelter-in-place and/or stay-at-home orders, prohibiting all non-essential travel within the restricted areas in an effort to mitigate the spread of COVID-19 throughout Texas; and

**WHEREAS**, Governor of Texas Greg Abbott issued an Executive Order on March 31, 2020 mandating the restrictive measures of social distancing, avoidance of social gatherings and interactions, telework for non-essential employees and closure of all non-essential businesses in an effort to mitigate the spread of COVID-19 throughout Texas; and,

**WHEREAS**, local hotel performance reports indicate over 70% daily decreases in year-over-year occupancy rates among Gonzales lodging properties since March 15, 2020; and,

**WHEREAS**, *Tourism Economics* declares COVID-19's impact to the U.S. travel industry to be 9x worse than the 9/11 terrorist attack; and,

**WHEREAS**, Texas Governor Greg Abbott announced a phased reopening plan for Texas, known as "Open Texas" in late April 2020 and expired all shelter-in-place orders;

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

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

**Section 2.** The City Council of the City of Gonzales, Texas hereby approves the Gonzales Convention and Visitor Bureau's recommendation to grant a budget amendment for 500.811 in the amount of \$90,000.00 to increase overall tourism marketing efforts over the next six (6) months in an effort to revitalize the local economy and directs the City Manager to bring forward an amendment to the FY 2019-2020 budget.

**Section 3.** That 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 ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

**Section 4.** This Resolution shall be effective upon its approval.

**Section 5.** This Resolution shall not be construed to require or allow any act which is prohibited by an Ordinance.

**PASSED AND APPROVED this 11<sup>th</sup> day of June, 2020.**

**CITY OF GONZALES**

---

Mayor, Connie L. Kacir

ATTEST:

---

Kristi Gilbert, Interim City Secretary

## **COUNCIL AGENDA ITEM BRIEFING DATA**



## **AGENDA ITEM**

Discuss, Consider & Possible Action on Ordinance 2020-14 Providing for a Reasonable Limit of Time to be Spent Without Charges for Repeat Public Information Requestors.

**DATE: June 11, 2020**

### **TYPE AGENDA ITEM:**

Ordinance

### **BACKGROUND:**

During the 2017 Legislative Session, the Texas Legislature recognized the fact that many municipalities were spending a significant amount of resources responding to requests for public information without recovering costs. As such, Section 552.275 of the Texas Government Code was amended which authorizes the governmental body of a municipality to establish reasonable monthly and yearly limits on the amount of time that personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time.

Municipalities can only recover labor costs if requests for records exceed 50 pages. In those instances, a labor charge of \$15 per hour must be charged and overhead costs of 20% may be charged. Many of the public information requests are for less than 50 pages but can take a significant amount of personnel time to research. Additionally, the overhead charge has not been adopted by the City of Gonzales. Through the adoption of this ordinance, Staff will be able to assess labor and overhead charges for any requests that exceed 15 hours per month or 36 hours per fiscal year, regardless of the number of pages requested. This will allow the City to better recover the costs associated with the voluminous requests.

Since January 1, 2020, the City has received approximately 90 public information requests. Of those 90, 44 are related to police department activity (incident reports, accident reports, background information for citizenship purposes), 29 are from a single requestor related to general government items and the remaining 17 are general government requests from a variety of individuals. In this instance, the single requestor has cost the city a minimum of 40 hours of staff time (excluding attorney time), only 4.5 hours of which was able to be charged at a rate of \$15.00 per hour. Adopting this policy would have allowed the City to begin charging for personnel time for less than 50 pages, approximately two weeks ago. If this ordinance is adopted, the fiscal year 2020 time period will start June 12, 2020 and run through September 30, 2020.

### **POLICY CONSIDERATIONS:**

If adopted, the policy would provide the City an opportunity to recover more costs associated with public information requests.

**FISCAL IMPACT:**

Unknown at this time. See background above.

**STAFF RECOMMENDATION:**

Staff respectfully recommends the approval of this resolution.

## **ORDINANCE NO. 2020-14**

**AN ORDINANCE PROVIDING FOR A REASONABLE LIMIT ON THE AMOUNT OF TIME TO BE SPENT WITHOUT CHARGE FOR REPEAT PUBLIC INFORMATION REQUESTORS; REQUIRING PAYMENT FOR TIME AND EXPENDITURES INCURRED BEYOND THIS LIMIT; PROVIDING FOR EXCEPTIONS; PROVIDING FOR AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in 2017, the Texas Legislature, in recognition of the fact that a municipality may expend significant resources in responding to requests for public information without recovering its costs, amended Section 552.275 of the Texas Government Code, which authorizes the governmental body of a municipality to establish reasonable monthly and yearly limits on the amount of time that personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time; and

**WHEREAS**, Section 552.275 of the Government Code provides that a yearly time limit established may not be less than 36 hours for a requestor during the 12-month period that corresponds to the fiscal year of the governmental body, and a monthly time period may not be less than 15 hours for a requestor for a one-month period; and authorizes a municipality to require requestors exceeding those time limits to pay for the municipality's costs before the city will process the request if the city has sent a written cost estimate; and

**WHEREAS**, the City Council desires to adopt a policy in this regard to provide a method of maximizing its human and financial resources while striking a reasonable balance with the obligation of the City to make available public information, and has determined that 36 hours is a reasonable yearly time limit and 15 hours is a reasonable monthly limit to be imposed under Section 552.275.

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

**Section 1.** That in accordance with Section 552.275, the City Council establishes an annual time limit of 36 hours and a monthly time limit of 15 hours as the amount of time that employees are required to devote without charge to produce public information for inspection or duplication, or providing copies of public information to any one requestor. This annual time limit shall apply to each twelve (12) month period commencing, effective with the date of adoption of this ordinance. each fiscal year beginning on October 1, 2020. For the fiscal year beginning October 1, 2019, the annual time limit will begin on June 12, 2020 and continue through September 30, 2020. The monthly time limit will commence July 1, 2020.



**Section 2.** That the City Secretary or the City Secretary's designee shall provide the requestor with a written statement of the amount of personnel time spent complying with each request and the cumulative amount of time spent complying with requests from that requestor during the applicable twelve month period. The time spent preparing the written statement of total time spent may not be included.

- A. When the time spent on responding to a particular requestor's requests equals or exceeds the time limit imposed by Section 1, the City Secretary or the City Secretary's designee shall provide the requestor with a written estimate of the total cost, including materials, personnel time, and overhead expenses necessary to comply with the request. The estimate must be provided on or before the tenth (10th) day after the date on which the public information was requested. The amount of the cost shall be established by rules prescribed by the attorney general.
- B. If the City Secretary or the City Secretary's designee determines that additional time is required to prepare the written estimate of costs required by Section 2(B) and provides the requestor with a written statement of that determination, the City Secretary or the City Secretary's designee must provide the written estimate of costs required by Section 2(B) as soon as practicable, but on or before the 10th day after the date the City provides the written statement that additional time is required.

**Section 3.**

- A. After the City Secretary or the City Secretary's designee has provided the requestor with the written estimate of costs under Section 2, the requestor may respond within ten (10) days of receiving the estimate by submitting a written statement in which the requestor commits to pay the lesser of:
  - 1. the actual costs incurred in complying with the requestor's request, including the cost of materials and personnel time and overhead; or
  - 2. the amount stated in the written statement provided.
- B. If the requestor fails or refuses to submit the written statement of commitment to pay, the requestor shall be considered to have withdrawn the requestor's pending request for public information.

**Section 4.** That any time spent complying with a request in the name of a minor is to be included in the calculation of the cumulative amount of time spent complying with a request for public information by a parent, guardian, or other person who has control of the minor under a court order and with whom the minor resides, unless that parent, guardian or other person establishes that another person submitted that request in the name of the minor.

**Section 5.**

- A. This Ordinance does not apply if the requestor is an individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:

1. a radio or television broadcast station that holds a license issued by the Federal Communications Commission; or
  2. a newspaper that is qualified under Section 2051.044 of the Texas Government Code to publish legal notices or is a free newspaper of general circulation and that is published at least once a week and available and of interest to the general public in connection with the dissemination of news; or
  3. a newspaper of general circulation that is published on the Internet by a news medium engaged in the business of disseminating news or general information to the general public; or
  4. a magazine that is published at least once a week or on the Internet by a news medium engaged in the business of disseminating news or information to the general public.
- B. That this Ordinance does not apply if the requestor is a representative of a publicly funded legal services organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as amended, by being listed as an exempt entity under Section 501(c)(3) of that code.
- C. That this Ordinance does not apply if the requestor is an elected official of the United States, this state, or a political subdivision of this state.
- D. The policy does not replace or supersede other sections of the Public Information Act and does not preclude the City from charging for cost of labor in response to a request for copies or a request for inspection for which a charge is authorized under another section of the Public Information Act. The limit established in this policy applies to all requestors equally except as exempted by the Public Information Act.
- E. This policy does not apply to requests exempted by Section 552.275 of the Texas Government Code.

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

**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.

**Section 12.** This Ordinance shall be cumulative of all other ordinances of the City of Gonzales, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Gonzales except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

**PASSED, ADOPTED, APPROVED, AND EFFECTIVE THE 11<sup>th</sup> DAY of JUNE 2020.**

By: \_\_\_\_\_  
Connie Kacir, Mayor

ATTEST:

\_\_\_\_\_  
Kristi Gilbert, Interim City Secretary

# *CITY OF GONZALES FINANCIALS*

*June 11, 2020*

FINANCIAL REPORTS FOR FUNDS

CASH & INVESTMENT BY FUND

QUARTERLY INVESTMENT REPORT ENDING 3/31/2020

CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 2020

## 100-GENERAL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
401-TAX REVENUE	2,731,386.00	156,118.55	2,082,283.37	76.24	0.00	649,102.63
402-FRANCHISE REVENUE	1,948,150.00	37,237.66	1,018,048.79	52.26	0.00	930,101.21
403-LICENSE/FEE/PERMITS	59,500.00	3,520.44	40,269.29	67.68	0.00	19,230.71
404-PARKS FEES REVENUE	193,850.00	16,669.19	108,334.18	55.89	0.00	85,515.82
405-MUNICIPAL COURT REVEN	116,932.00	2,896.04	33,138.89	28.34	0.00	83,793.11
406-MISCELLANEOUS REVENUE	763,852.00	7,377.34	500,542.73	65.53	0.00	263,309.27
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	45,000.00	0.00	18,400.75	40.89	0.00	26,599.25
409-OTHER FINANCING REVEN	518,273.00	0.00	563,730.45	108.77	0.00	( 45,457.45)
410-TRANSFERS	2,436,066.00	1,000.00	1,448,926.89	59.48	0.00	987,139.11
*** TOTAL REVENUES ***	8,813,009.00	224,819.22	5,813,675.34	65.97	0.00	2,999,333.66
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	88,359.00	3,499.63	49,098.30	55.57	0.00	39,260.70
102-CITY MANAGER DEPART	242,406.24	15,464.26	146,137.17	60.29	0.00	96,269.07
103-COMMUNITY DEVELOPMENT	236,666.36	12,248.54	122,145.68	51.61	0.00	114,520.68
104-NON-DEPARTMENTAL	776,632.00	29,215.38	280,920.52	36.34	1,290.75	494,420.73
105-MAIN STREET DEPARTMEN	155,476.12	4,894.96	69,358.34	44.61	0.00	86,117.78
106-ECONOMIC DEVELOPMENT	0.00	0.00	9.90	0.00	0.00	( 9.90)
107-BUILDING MAINTENANCE	227,722.36	13,265.51	124,028.23	54.46	0.00	103,694.13
108-CITY SECRETARY DEP	135,304.12	9,457.58	81,069.91	59.92	0.00	54,234.21
109-FINANCE DEPARTMENT	259,025.36	16,750.86	177,699.98	68.60	0.00	81,325.38
110-HOTEL/MOTEL	0.00	0.00	116.12	0.00	0.00	( 116.12)
201-PARKS DEPARTMENT	718,492.08	36,660.03	381,023.28	53.03	0.01	337,468.79
202-SWIMMING POOL DEPARTM	37,249.00	0.00	561.40	1.51	0.00	36,687.60
204-RECREATION DEPARTMENT	12,194.00	0.00	163.66	1.34	0.00	12,030.34
206-INDEPENDENCE GOLF CO	271,250.24	12,574.13	157,410.55	58.03	0.00	113,839.69
301-FIRE DEPARTMENT	1,535,368.20	57,494.22	957,582.83	62.40	552.29	577,233.08
501-POLICE DEPARTMENT	2,498,981.24	139,840.91	1,519,505.77	60.81	0.00	979,475.47
504-ANIMAL CONTROL DEPART	157,030.12	9,141.42	87,178.40	55.52	0.00	69,851.72
550-MUNICIPAL COURT DEPT.	188,836.24	5,393.14	75,911.59	40.20	0.00	112,924.65
602-AIRPORT DEPARTMENT	92,100.00	15,288.83	64,476.22	70.01	0.00	27,623.78
603-STREETS DEPARTMENT	929,778.86	27,478.45	719,679.50	77.63	2,147.83	207,951.53
650-LIBRARY DEPARTMENT	276,791.48	14,431.13	164,664.69	59.49	0.00	112,126.79
660-MUSEUM DEPARTMENT	162,945.12	3,786.70	56,218.28	34.50	0.00	106,726.84
*** TOTAL EXPENDITURES ***	9,002,608.14	426,885.68	5,234,960.32	58.19	3,990.88	3,763,656.94
** REVENUES OVER (UNDER) EXPENDITURES **	( 189,599.14)	( 202,066.46)	578,715.02	303.13-	( 3,990.88)	( 764,323.28)

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 2020

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	643,143.00	6,677.50	222,227.60	34.55	0.00	420,915.40
406-MISCELLANEOUS REVENUE	7,968.00	0.00	0.00	0.00	0.00	7,968.00
*** TOTAL REVENUES ***	651,111.00	6,677.50	222,227.60	34.13	0.00	428,883.40
EXPENDITURE SUMMARY						
203-JB WELLS PARK	705,673.72	23,738.34	308,418.85	43.71	0.00	397,254.87
*** TOTAL EXPENDITURES ***	705,673.72	23,738.34	308,418.85	43.71	0.00	397,254.87
** REVENUES OVER (UNDER) EXPENDITURES **	( 54,562.72)	( 17,060.84)	( 86,191.25)	157.97	0.00	31,628.53

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 2020

## 210-ELECTRIC FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
710-ELECTRIC DEPARTMENT	10,939,850.00	761,158.19	6,193,660.70	56.62	0.00	4,746,189.30
750-REVENUE COLLECTION	221,727.00	117.27	146,434.88	66.04	0.00	75,292.12
809-HYDRO PLANT CONST.	100.00	0.00	85.84	85.84	0.00	14.16
*** TOTAL REVENUES ***	11,161,677.00	761,275.46	6,340,181.42	56.80	0.00	4,821,495.58
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,753,843.73	59,202.29	4,978,227.98	46.75	48,757.00	5,726,858.75
750-REVENUE COLLECTIONS	257,769.48	17,031.22	163,487.47	63.42	0.00	94,282.01
809-HYDRO PLANT CONST.	328,400.00	3,819.63	325,136.33	99.01	0.00	3,263.67
*** TOTAL EXPENDITURES ***	11,340,013.21	80,053.14	5,466,851.78	48.64	48,757.00	5,824,404.43
** REVENUES OVER(UNDER) EXPENDITURES **	( 178,336.21)	681,222.32	873,329.64	462.37-	( 48,757.00)	( 1,002,908.85)

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 2020

## 220-WATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
720-WATER PRODUCTION DEPT	2,166,600.00	172,909.98	1,277,750.27	58.97	0.00	888,849.73
*** TOTAL REVENUES ***	2,166,600.00	172,909.98	1,277,750.27	58.97	0.00	888,849.73
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,151,712.60	25,692.31	1,079,144.73	50.30	3,112.96	1,069,454.91
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	2,151,712.60	25,692.31	1,079,144.73	50.30	3,112.96	1,069,454.91
** REVENUES OVER(UNDER) EXPENDITURES **	14,887.40	147,217.67	198,605.54	313.14	( 3,112.96)	( 180,605.18)



CITY OF GONZALES  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 2020

## 230-WASTEWATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,454,000.00	112,689.80	812,997.29	55.91	0.00	641,002.71
*** TOTAL REVENUES ***	1,454,000.00	112,689.80	812,997.29	55.91	0.00	641,002.71
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,523,927.56	36,115.97	772,653.62	50.98	4,320.00	746,953.94
*** TOTAL EXPENDITURES ***	1,523,927.56	36,115.97	772,653.62	50.98	4,320.00	746,953.94
** REVENUES OVER (UNDER) EXPENDITURES **	( 69,927.56)	76,573.83	40,343.67	51.52-	( 4,320.00)	( 105,951.23)

C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 2020

## 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	908,850.00	62,339.21	582,764.66	64.12	0.00	326,085.34
*** TOTAL REVENUES ***	908,850.00	62,339.21	582,764.66	64.12	0.00	326,085.34
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	864,354.24	8,125.51	483,473.86	55.93	0.00	380,880.38
*** TOTAL EXPENDITURES ***	864,354.24	8,125.51	483,473.86	55.93	0.00	380,880.38
** REVENUES OVER(UNDER) EXPENDITURES **	44,495.76	54,213.70	99,290.80	223.15	0.00	( 54,795.04)

C I T Y O F G O N Z A L E S  
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## 300-CAPITAL PROJECTS-BUSINESS

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
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REVENUE SUMMARY						
300-CAPITAL PROJECTS-BUS	125,000.00	0.00	46,918.15	37.53	0.00	78,081.85
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*** TOTAL REVENUES ***	125,000.00	0.00	46,918.15	37.53	0.00	78,081.85
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EXPENDITURE SUMMARY						
301-STREETS	2,194,800.00	11,600.00	113,742.46	5.18	0.00	2,081,057.54
302-WASTEWATER	1,134,000.00	5,815.00	57,962.50	5.11	0.00	1,076,037.50
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	2,367,629.00	34,956.00	567,436.29	23.97	0.00	1,800,192.71
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*** TOTAL EXPENDITURES ***	5,696,429.00	52,371.00	739,141.25	12.98	0.00	4,957,287.75
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** REVENUES OVER(UNDER) EXPENDITURES **	( 5,571,429.00)	( 52,371.00)	( 692,223.10)	12.42	0.00	( 4,879,205.90)
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C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 2020

## 400-DSF GOVERNMENT ACTIVITIES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
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REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	1,047,510.00	0.00	928,291.47	88.62	0.00	119,218.53
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*** TOTAL REVENUES ***	1,047,510.00	0.00	928,291.47	88.62	0.00	119,218.53
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EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,046,860.00	0.00	780,035.00	74.51	0.00	266,825.00
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*** TOTAL EXPENDITURES ***	1,046,860.00	0.00	780,035.00	74.51	0.00	266,825.00
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** REVENUES OVER (UNDER) EXPENDITURES **	650.00	0.00	148,256.47	808.69	0.00	( 147,606.47)
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C I T Y O F G O N Z A L E S  
FINANCIAL STATEMENT  
AS OF: MAY 31ST, 2020

## 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	360,000.00	7,977.41	227,474.20	63.19	0.00	132,525.80
812-MEMORIAL MUSEUM	12,440.00	0.00	25,201.83	202.59	0.00	( 12,761.83)
813-FORFEITURES	10,650.00	0.00	2,057.68	19.32	0.00	8,592.32
814-MUNICIPAL COURT	6,600.00	128.12	2,191.92	33.21	0.00	4,408.08
815-ROBERT L BROTHERS	93,745.00	0.00	9,594.93	10.24	0.00	84,150.07
*** TOTAL REVENUES ***	483,435.00	8,105.53	266,520.56	55.13	0.00	216,914.44
EXPENDITURE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL MOTEL	480,195.12	8,352.49	223,642.57	46.57	0.00	256,552.55
812-MEMORIAL MUSEUM	25,000.00	0.00	3,399.89	13.60	0.00	21,600.11
813-FORFEITURES	17,000.00	0.00	3,000.00	17.65	0.00	14,000.00
814-MUNICIPAL COURT	19,000.00	0.00	0.00	0.00	0.00	19,000.00
815-ROBERT L BROTHERS	43,700.00	448.07	17,379.89	39.77	0.00	26,320.11
*** TOTAL EXPENDITURES ***	584,895.12	8,800.56	247,422.35	42.30	0.00	337,472.77
** REVENUES OVER (UNDER) EXPENDITURES **	( 101,460.12)	( 695.03)	19,098.21	18.82-	0.00	( 120,558.33)

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700-GONZALES ECONOMIC DEV

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,033,000.00	78,527.68	665,717.00	64.45	0.00	367,283.00
*** TOTAL REVENUES ***	1,033,000.00	78,527.68	665,717.00	64.45	0.00	367,283.00
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,323,216.12	8,670.27	431,750.28	32.63	0.00	891,465.84
*** TOTAL EXPENDITURES ***	1,323,216.12	8,670.27	431,750.28	32.63	0.00	891,465.84
** REVENUES OVER(UNDER) EXPENDITURES **	( 290,216.12)	69,857.41	233,966.72	80.62-	0.00	( 524,182.84)

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
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100-GENERAL FUND			
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<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	859,212.56	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	58,039.19	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	
		-----	
TOTAL CASH		917,251.75	
 <u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		277,725.89
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		14,572.67
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00
			-----
TOTAL INVESTMENTS			292,298.56
 <u>POOLED INVESTMENTS</u>			
100 1-104.000	TEXPOOL - GENERAL FUND		0.00
100 1-104.002	TEXPOOL- GENERAL FUND		1,270,826.20
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			1,270,826.20
		-----	
TOTAL 100-GENERAL FUND		917,251.75	1,563,124.76
<hr/>			
203-JB WELLS FUND			
-----			
<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	( 228,237.30)	
		-----	
TOTAL CASH		( 228,237.30)	
		-----	
TOTAL 203-JB WELLS PARK FUND		( 228,237.30)	0.00
<hr/>			
210-ELECTRIC FUND			
-----			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	1,370,156.01	
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	

## CASH &amp; INVESTMENTS BY FUND

AS OF: MAY 31ST, 2020

MAY 31ST, 2020

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
210 1-001.606	CASH CUSTOMER METER DEPOSIT	179,175.41	
TOTAL CASH		1,549,331.42	
<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		272,355.52
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			272,355.52
<u>POOLED INVESTMENTS</u>			
210 1-104.000	TEXPOOL- UNDESIGNATED		0.00
210 1-104.001	TEXPOOL-HYDRO CO'S		0.00
210 1-104.002	TEXPOOL- ELECTRIC FUND		1,779,882.63
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00
TOTAL POOLED INVESTMENTS			1,779,882.63
TOTAL 210-ELECTRIC FUND		1,549,331.42	2,052,238.15

220-WATER FUND

\*\*\*\*\*

CASH

220 1-001.000	CASH - WATER FUND	631,016.83
220 1-001.606	CASH CUSTOMER METER DEPOSITS	16,654.00
TOTAL CASH		647,670.83

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	101,707.63
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL	0.00
TOTAL POOLED INVESTMENTS		101,707.63
TOTAL 220-WATER FUND		647,670.83



## CASH &amp; INVESTMENTS BY FUND

AS OF: MAY 31ST, 2020

MAY 31ST, 2020

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<b>230-WASTEWATER FUND</b>			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	349,733.08	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	0.00	
		-----	
TOTAL CASH		349,733.08	
<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		274,166.37
			-----
TOTAL INVESTMENTS			274,166.37
<u>POOLED INVESTMENTS</u>			
230 1-104.000	TEXPOOL - WASTEWATER		0.00
230 1-104.002	TEXPOOL- WASTEWATER FUND		508,537.96
			-----
TOTAL POOLED INVESTMENTS			508,537.96
		-----	-----
TOTAL 230-WASTEWATER FUND		349,733.08	782,704.33
<b>240-SOLID WASTE</b>			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	103,467.77	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	
		-----	
TOTAL CASH		103,467.77	
<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		103,467.77	0.00

## CASH &amp; INVESTMENTS BY FUND

AS OF: MAY 31ST, 2020

MAY 31ST, 2020

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<b>250-DSF PROPRIETARY</b>			
=====			
<u>CASH</u>			
250 1-001.000	CASH-DSF PROPRIETARY	0.00	
		-----	
	TOTAL CASH	0.00	
		-----	
	TOTAL 250-DSF PROPRIETARY	0.00	0.00
<hr/>			
<b>300-CAPITAL PROJECTS-BUS</b>			
=====			
<u>CASH</u>			
300 1-001.000	CASH CONTROL - CAPITAL PROJ	0.00	
300 1-101.301	BOND - CIP	0.00	
		-----	
	TOTAL CASH	0.00	
 <u>POOLED INVESTMENTS</u>			
300 1-104.101	CASH-CO SERIES 2019 CIP STREET		2,104,236.46
300 1-104.102	CASH-CO SERIES 2019 CIP W/W		1,087,973.55
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		1,839,161.27
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		84,465.50
			-----
	TOTAL POOLED INVESTMENTS		5,115,836.78
		-----	
	TOTAL 300-CAPITAL PROJECTS-BUSINESS	0.00	5,115,836.78
<hr/>			
<b>400-DSF GOVERNMENTAL ACTI</b>			
=====			
<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	207,431.69	
		-----	
	TOTAL CASH	207,431.69	
		-----	
	TOTAL 400-DSF GOVERNMENT ACTIVITIES	207,431.69	0.00
<hr/>			
<b>500-RESTRICTED USE FUNDS</b>			
=====			
<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCT	( 16,435.50)	
500 1-001.501	CASH - TEXAS CAPITAL	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	801,564.14	
500 1-001.503	CASH - MUSEUM FUNDS	39,771.78	

## CASH &amp; INVESTMENTS BY FUND

AS OF: MAY 31ST, 2020

MAY 31ST, 2020

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500 1-001.504	CASH - FORFEITURES	25,907.26	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	16,827.04	
500 1-001.506	CASH - MUN CRT SECURITY	26,853.93	
500 1-001.507	CASH - MUN CRT TECH	4,656.52	
500 1-001.508	CASH - SPECIAL EXPENSE	6,640.26	
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	109,606.61	
TOTAL CASH		1,015,392.04	
TOTAL 500-RESTRICTED USE FUNDS		1,015,392.04	0.00
700-COMPONENT UNIT			
=====			
<u>CASH</u>			
700 1-001.000	CASH -CONTROL ACCOUNT	( 65.57)	
700 1-001.101	CASH - ECONOMIC DEV CORP	3,043,469.03	
TOTAL CASH		3,043,403.46	
<u>INVESTMENTS</u>			
700 1-103.411	CERT OF DEPOSIT -FNB GONZALES		0.00
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
<u>POOLED INVESTMENTS</u>			
700 1-104.000	TEXPOOL - ECONOMIC DEV		0.00
TOTAL POOLED INVESTMENTS			0.00
TOTAL 700-GONZALES ECONOMIC DEV		3,043,403.46	0.00
=====			
FUND TOTAL OTHER INVESTMENTS			838,820.45
FUND TOTAL POOLED INVESTMENTS			8,776,791.20
=====			
TOTAL CASH AND INVESTMENTS		7,605,444.74	9,615,611.65
=====			

\*\*\* END OF REPORT \*\*\*



CITY OF GONZALES PORTFOLIO  
QUARTERLY REPORT FOR THE PERIOD ENDING  
3/31/2020

Description	Yield Rate	Purchase / Renewal Date	Maturity Date	Book Value 12/31/19	Market Value 12/31/19	Accrued Interest 12/31/19	Book Value 03/31/20	Market Value 03/31/20	Accrued Interest 03/31/20
<u>Investment Pools</u>									
Texpool - General Fund	N/A	N/A	N/A	1,266,471.48	1,266,471.48	-	1,270,458.77	1,270,458.77	-
Texpool - Electric Fund	N/A	N/A	N/A	1,773,060.04	1,773,060.04	-	1,779,217.03	1,779,217.03	-
Texpool - Water Fund	N/A	N/A	N/A	101,317.77	101,317.77	-	101,669.60	101,669.60	-
Texpool - Wastewater Fund	N/A	N/A	N/A	506,588.62	506,588.62	-	508,347.80	508,347.80	-
Texpool - Cert. of Obligation 2019	N/A	N/A	N/A	5,677,105.98	5,677,105.98	-	5,221,011.05	5,221,011.05	-
<u>Certificates of Deposit</u>									
General Fund - (RBFCU) 100-1-103.410	1.750%	3/20/2020	3/19/2022	276,517.53	276,517.53	1,216.13	277,725.89	277,725.89	1,208.36
Electric Fund - (SSB) 210-1-103.410	1.820%	12/11/2019	12/11/2021	271,128.02	271,128.02	950.88	272,355.52	272,355.52	1,227.50
Wastewater Fund - (SSB) 230-1-103.411	2.270%	9/13/2019	10/13/2020	272,623.47	272,623.47	1,512.72	274,166.37	274,166.37	1,542.90
<b>TOTAL PORTFOLIO</b>				<b>10,144,812.91</b>	<b>10,144,812.91</b>	<b>3,679.73</b>	<b>9,704,952.03</b>	<b>9,704,952.03</b>	<b>3,978.76</b>

**CITY OF GONZALES PORTFOLIO SUMMARY**  
Activity for Quarter Ending  
March 31, 2020

	Book Value	Market Value	Ratio
Total Investments at beginning of Quarter	10,144,812.91	10,144,812.91	100.00%
Investment Pool Interest Reinvested	31,779.04	31,779.04	
Investment Pool Increases	0.00	0.00	
Investment Pool Withdrawals	475,618.68	475,618.68	
Agency Security Purchases	0.00	0.00	
Agency Security Maturities/Called	0.00	0.00	
Certificate of Deposit Purchases	0.00	0.00	
Change in Market Value in CDs	3,978.76	3,978.76	
Investments at End of Quarter	9,704,952.03	9,704,952.03	100.00%

As of 3/31/2020 all investments are in compliance with the Investment Policy of the City of Gonzales.

  
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 Laura Zella, Finance Director  
 June 2020 Council Packet 378 of 380  
  
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 Tim Patek, City Manager

CITY OF GONZALES PORTFOLIO  
QUARTERLY REPORT FOR THE PERIOD ENDING  
3/31/2020

<u>Weighted Average Maturity</u>	<u>Yield Rate</u>	<u>Maturity Date</u>	<u>Book Value</u>	<u>Percentage of Portfolio</u>	<u>Days to Maturity</u>	<u>Weighted Average</u>
TexPools						
RBFCU - General Fund	1.750%	3/19/2022	8,880,704.25	0.915069	1	0.92
Lone Star Bank - Electric	1.820%	12/11/2021	277,725.89	0.028617	718	20.55
Lone Star Bank - Wastewater	2.270%	10/13/2020	272,355.52	0.028064	620	17.40
			274,166.37	0.028250	196	5.54
TOTAL PORTFOLIO			9,704,952.03	100%	1,535	44.40

<u>Incr (DeCr)</u>	<u>Investments</u>	<u>Withdrawals</u>	<u>Securities Purchased</u>	<u>Int Reinvest</u>
3,987.29				3,987.29
6,156.99				6,156.99
351.83				351.83
1,759.18				1,759.18
(456,094.93)		475,618.68		19,523.75
(443,839.64)	0.00	475,618.68	0.00	31,779.04