

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA – JANUARY 9, 2020 6:00 P.M.**

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

CITY EVENTS AND ANNOUNCEMENTS

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

HEARING OF RESIDENTS

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

All remarks shall be addressed to the Council as a body, and not to any individual member thereof.

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

OTHER BUSINESS

- 1.1 Swearing in Police Officer Christopher Rodriguez
- 1.2 Swearing in Police Officer Eric A. Long
- 1.3 Swearing in Police Officer Caesar Martinez
- 1.4 Swearing in Police Officer Darrance James

PRESENTATION

- 2.1 Director of Tourism, Ashley Simper will give a presentation regarding informal estimates and scope of proposed upgrades such as Audio/Visual Equipment and Portable Room Dividers needed at the JB Wells Park Expo
- 2.2 Discuss, Consider & Possible Action regarding proposed upgrades, improvements, soliciting formal bids or budgeting of funds and funding sources for the JB Wells Park Expo

CONSENT AGENDA ITEMS

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

- 3.1 **Minutes** - Approval of the minutes for the Regular Meeting of December 12, 2019
- 3.2 Discuss, Consider & Possible Action on **Resolution #2020-1** Authorizing the Purchase of two Chevrolet Tahoe PPV for the Police Department in an amount not to exceed \$81,188.00
- 3.3 Discuss, Consider & Possible Action on **Resolution #2020-2** Approving the Tax Resale of the Property Located at 1019 Church Street

- 3.4 Discuss, Consider & Possible Action Approving **Resolution #2020-3** Authorizing the City Manager to Execute a Program Agreement Distribution Construction Services Contract with the Lower Colorado River Authority to provide access to LCRA's distribution services contract with Techline Construction
- 3.5 Discuss, Consider & Possible Action on **Resolution #2020-4** Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League
- 3.6 Discuss, Consider & Possible Action on **Resolution #2020-5** Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League
- 3.7 Discuss, Consider & Possible Action Approving **Resolution #2020-6** Approving a Type B Economic Development Project And Performance Agreement, By and Between the Gonzales Economic Development Corporation and Livestock Nutrition Center, LLC, a Texas Limited Liability Company, Regarding Improvements authorized pursuant to Sections 501.101 and 501.103 of the Texas Local Government Code-**Second Reading**

RESOLUTIONS

- 4.1 Discuss, Consider & Possible Action on **Resolution #2020-7** Accepting the Proposals for Solid Waste Collection and Disposal Services and Authorizing the City Manager to Negotiate the Final Terms of an Agreement for Consideration of the City Council
- 4.2 Discuss, Consider & Possible Action on **Resolution #2020-8** Authorizing the Appointments to the Roger M. Dreyer Memorial Airport Advisory Board

ORDINANCES

- 5.1 Discuss, Consider & Possible Action on **Ordinance #2020-1** Authorizing Budget Amendments to the 2019-2020 Fiscal Year Budget
- 5.2 Discuss, Consider & Possible Action on **Ordinance #2020-2** Amending Section 3.602 Findings of Fact, 3.606 Lands to Which this Article Applies, 3.607 Basis for Establishing the Areas of Special Flood Hazard, Section 3.652 Specific Standards, 3.654 Standards for Areas of Shallow Flooding (AO/AH Zones) and Section 3.655 Floodways of the City of Gonzales Code of Ordinances

STAFF/BOARD REPORTS

- 6.1 Financial Report for the Month of December 2019
- 6.2 City Manager, Tim Patek will update the City Council on the following: 2019-2020 Fiscal Year Street & Drainage Improvements and Harvey CDBG-DR Status

CLOSED SESSION

- 7.1 (1) Pursuant to Section 551.071 of the Texas Government Code, the City of Gonzales will consult in closed session with its attorney to receive legal advice regarding pending or contemplated litigation, a settlement offer, or matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter", to include the following matters:
 - a. In Re Estate of J. B. Wells litigation
 - b. Patricia Bennett and Gloria Knight v. City of Gonzales, Texas Cause No. 27,500
 - c. A Guerra Enterprise LLC D/B/A Holiday Inn Express & Suites Cause No. 27,591

RETURN TO OPEN SESSION

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

CITY COUNCIL REQUESTS AND ANNOUNCEMENTS

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

ADJOURN

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

I certify that a copy of the January 9, 2020, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 6th day of January, 2020 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. I further certify that the above agenda was removed on _____ day of _____, 2020 at _____am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

Kristina Vega, City Secretary

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

**CITY OF GONZALES
CITY COUNCIL MEETING
DECEMBER 12, 2019 MINUTES**

The City Council convened the Council meeting at 6:00 p.m., December 12, 2019, in the Council Chambers at the Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas.

The following members were present constituting a quorum: Mayor Connie L. Kacir, Councilmen Gary Schroeder, Tommy Schurig and Dan Blakemore, Bobby O'Neal

Others Present: City Manager- Tim Patek, City Attorney-T. Daniel Santee, City Secretary- Kristina Vega

Staff Present: Anne Dollery, Barbara Friedrich, Genora Young, Tim Crow, Todd Remschel, Derrick Smith,

Mayor Connie Kacir called the meeting to order, gave the invocation, and cited the Pledge of Allegiance and the Texas Pledge.

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

Mayor Kacir recognized the Main Street board for a wonderful Winterfest Event that was celebrated last weekend.

HEARING OF RESIDENTS

Reverend Charles Roaches, Edwards Association, informed and invited the City Council about the annual Martin Luther King, Jr. march and celebration at 10:00 a.m. on January 20, 2020.

Terry Gawlik, Republic Services, spoke in regards to the Solid Waste Collection RFP and requested that the deadline be extended.

Clint Hille, spoke in regards to his board application to serve on the EDC and his desire and qualifications to serve on the board.

Barbara Friedrich, Main Street Manager, thanked the Main Street Board, Volunteers and city staff for making this year a great year for the Main Street program and gave a year-end review of the successes of the downtown area.

Derrick Smith, Building Official, introduced himself as the new Building Official and expressed his enthusiasm to be working for the City of Gonzales.

CONSENT AGENDA ITEMS

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

The Mayor read the consent items as follows:

1.1, **Minutes** - Approval of the minutes for the Regular Meeting of September 12, 2019, October 10, 2019, November 14, 2019 and Special Called Meeting of November 21, 2019

1.2, Discuss, Consider & Possible Action on **Resolution #2019-104** Authorizing the Purchase of a Doosan DX 190 WE-5 for the Street Department

1.3, Discuss, Consider & Possible Action on **Resolution #2019-105** Authorizing the City Manager to Apply for, and Accept if Awarded, a Grant From the Government Land Office (GLO) in the Amount of \$852,300 for the Infrastructure Improvements to Wastewater Lines Damaged as a result of Hurricane Harvey and the City allocating \$69,756

1.4, Discuss, Consider & Possible Action on **Resolution #2019-106** Approving a Type B Economic Development Project And Performance Agreement, By and Between the Gonzales Economic Development Corporation and Livestock Nutrition Center, LLC, a Texas Limited Liability Company, Regarding Improvements authorized pursuant to Sections 501.101 and 501.103 of the Texas Local Government Code

1.5, Discuss, Consider & Possible Action on **Resolution #2019-107** Authorizing the City Manager to Execute Contracts between the City of Gonzales and the Gonzales County Mental Health Advisory Board, The Edwards Association, and Gonzales County Senior Citizens Association

1.6, Discuss, Consider & Possible Action on **Resolution #2019-108** Authorizing the City Manager to Execute Contracts between the City of Gonzales and Gonzales County Restoration Association dba Pioneer Village, Gonzales Chapter DRT (JB Wells House) and Preservation Gonzales, Inc. (Gonzales County Jail Museum)

The Mayor asked for a motion to approve the consent agenda items. Councilman O'Neal made a motion to approve consent items 1.1, 1.2, 1.3, 1.5, 1.6, and removing item 1.4 to be discussed separately as the first reading of the item with the second reading to be included on the next consent agenda. Councilman Blakemore seconded

the motion. The Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

REGULAR AGENDA ITEMS

RESOLUTIONS

1.4, Mayor, Connie Kacir read Discuss, Consider & Possible Action on **Resolution #2019-106** Approving a Type B Economic Development Project and Performance Agreement, By and Between the Gonzales Economic Development Corporation and Livestock Nutrition Center, LLC, a Texas Limited Liability Company, Regarding Improvements authorized pursuant to Sections 501.101 and 501.103 of the Texas Local Government Code. Councilman Schurig made a motion to approve on **Resolution #2019-106** Approving a Type B Economic Development Project and Performance Agreement, by and Between the Gonzales Economic Development Corporation and Livestock Nutrition Center, LLC, a Texas Limited Liability Company, Regarding Improvements authorized pursuant to Sections 501.101 and 501.103 of the Texas Local Government Code. Councilman Schroeder seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

Mayor Kacir asked to move the board appointments until after the Ordinance for Chapter 9 Personnel. The reason being is we will need to approve that in order to appoint those boards and commissions.

ORDINANCES

3.1, Mayor, Connie Kacir read Discuss, Consider & Possible Action on **Ordinance #2019-23** Amending Chapter 9 Personnel of the City of Gonzales Code of Ordinances. Council at our last meeting we did ask to move the Museum Board from a five member board to a seven member board, unless there is opposition. We also added an Airport Advisory Board in Chapter 9, it is listed as five members but to keep things uniform, I propose that we approve this policy and move it to a seven member board as well. The Mayor asked for a motion. Councilman O'Neal made a motion to approve **Ordinance #2019-23** Amending Chapter 9 Personnel of the City of Gonzales Code of Ordinances and amending the Museum Board and Airport Board as seven members within the ordinance. Councilman Blakemore seconded the motion. The Mayor called for discussion. The Mayor asked that we will have Chapter 9 to be placed on the consent agenda next meeting and not to complicate tonight's meeting. Some of the things I would like to see added was the Open Meetings Act Training and Public Information Act Training. Also define the boards as advisory or governing, their attendance. City Attorney, Dan Santee stated you wanted this to be moved up because you wanted it to apply to the boards you are about to appoint, but if you are putting on consent for additional changes then it won't be effective until after it's approved next month. Mayor Kacir stated, right but I wanted Council to have time to review the additions I was going

to ask for. Mr. Santee asked if the intention is to apply the Open Meetings Act to all boards and commissions whether the statute would apply to them or not. If you place it in an Ordinance you are creating a local law that applies it to them. The Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

3.2, Mayor, Connie Kacir read Discuss, Consider & Possible Action on **Ordinance #2019-24** Amending the fiscal and budgetary policy included within the 2019-2020 Budget. That simple was amending the language so that we were compliant with Code of Federal Regulations and procurement criteria. The Mayor asked for a motion. Councilman O'Neal made a motion to postpone **Ordinance #2019-24** Amending the fiscal and budgetary policy included within the 2019-2020 Budget. Councilman Schurig seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

RESOLUTIONS

2.1, Mayor, Connie Kacir read Discuss, Consider & Possible Action Discuss, Consider & Possible Action on **Resolution #2019-109** Authorizing the Appointments and Reappointments to the City of Gonzales Board & Commissions:

(a) Golf Course Advisory Board;

Councilman Blakemore made a motion to appoint to the Golf Course Advisory Board Jon Such, Glenda Kessler, William Hyman for a two year term effective October 1, 2019 and ending September 30, 2021 and Bill Kessler for the remainder of a two year term ending on September 30, 2020. Councilman Schurig seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schroeder, Blakemore and the Mayor all voted "aye". Councilman Schurig and O'Neal voted "nay".

(b) Gonzales Economic Development Corporation;

Councilman Blakemore made a motion to appoint Dewey Smith, Gerri Lawing, Dan Blakemore and Connie Kacir to the Gonzales Economic Development Corporation for a two year term effective October 1, 2019 and ending September 30, 2021. Councilman Schurig seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

(c) Gonzales Library Board;

Councilman O'Neal made a motion to appoint Vicki Frenzel, Noell Ince, Martha Jo Whitt, Erwin Ckudre to the Gonzales Library Board for a two year term effective October

1, 2019 and ending September 30, 2021. Councilman Blakemore seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

(d) Main Street Advisory Board;

Councilman Blakemore made a motion to appoint Carlos Camarillo, Karen Jacobs, Debbie Toliver, Shelli Shelton Van Kirk, Amy Cernosek, Sherri Schellenberg to the Main Street Advisory Board effective October 1, 2019 and ending September 30, 2021 and Cheri Lane and D'Anna Robinson to fill unexpired terms ending September 30, 2020. Councilman O'Neal seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

(e) Planning & Zoning Commission;

Councilman O'Neal made a motion to appoint Tim Gescheidle, Roland Martinez, Charles Patterson, Gilbert Perez to the Planning & Zoning Commission effective October 1, 2019 and ending September 30, 2021 and Johnnie Edwards for the unexpired term ending September 30, 2020. Councilman Schurig seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

(f) Gonzales Convention & Visitors Bureau;

Councilman Blakemore made a motion to appoint Holly Danz, Dawn O'Donnell, Barbara Crozier, Andrea (Andi) Seger to the Gonzales Convention & Visitors Bureau effective October 1, 2019 and ending September 30, 2021. Councilman Schurig seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

(g) Zoning Board of Adjustment & Sign Control Board;

Councilman O'Neal made a motion to appoint Vicki Frenzel and Ray Raley to the Zoning Board of Adjustment & Sign Control Board effective October 1, 2019 and ending September 30, 2021. Councilman Blakemore seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

(h) JB Wells Park Advisory Board;

Councilman O'Neal made a motion to appoint Kevin LaFleur, Allison Davis and Liz Davis to the JB Wells Park Advisory Board effective October 1, 2019 and ending

September 30, 2021. Councilman Schurig seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

(i) Museum Advisory Board

Councilman O'Neal made a motion to appoint John Tinsley, Brent Baker, Lucianne Blakemore, Jean Peterek Burns to the Museum Advisory Board effective October 1, 2019 and ending September 30, 2021 and Cheri Lane for a one year term ending on September 30, 2020. Councilman Schurig seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, O'Neal and the Mayor all voted "aye". Councilman Blakemore abstained.

STAFF/BOARD REPORTS

4.1, Mayor Kacir stated the Financial Report for the Month of November 2019 is available for review.

4.2, City Manager, Tim Patek gave the City Council an update Request for Proposals for Solid Waste Collection and Disposal Services, District Wide Clean-up held in November, Hydro Electric Project, Sports Organization Contracts

CLOSED SESSION

At 6:56 p.m. the City Council moved into Closed Session.

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

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

RETURN TO OPEN SESSION

At 7:00 p.m. the Council returned to Open Session

6.1, Discuss and Consider any action resulting from Closed Session as Necessary. No action was taken regarding closed session.

ADJOURN

The Mayor asked for a motion to adjourn. Councilman Schurig made a motion to adjourn and Councilman O'Neal seconded the motion and the meeting adjourned at 7:00 p.m.

Kristina Vega, City Secretary

APPROVED:

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-1 Authorizing the Purchase of Two Chevrolet Tahoe PPV for the Police Department in an Amount not to exceed \$81,188.00

DATE: January 9, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On September 12, 2019 the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2019 and ending September 30, 2020.

The Police Department needs to replace two Chevrolet Caprice PPV. The Caprices have become a maintenance burden and continue to be a burden on the maintenance line item of our budget. Currently the vehicles have been removed from patrol rotation and are used by investigators. We can no longer rely on these vehicles for dependable service. The pricing was obtained from BuyBoard Cooperative Purchasing which assists local governments in reducing costs through this government-to-government procurement service available nationwide.

FISCAL IMPACT:

The funds are currently budgeted in Vehicles/Equipment GL Account 100-7-501.608 which has a budgeted balance of \$112,380.00 in the 2019-2020 Fiscal Year Budget and that was verified with the Finance Director. The price for two new Tahoe PPVs equipped with lights is \$81,188.00. We will have to install some of our equipment into the vehicle such as a camera, and radars. We will have to purchase two Motorola mobile radios for the units along with gun racks, equipment drawers and iPad mounts.

POLICY CONSIDERATIONS

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

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this resolution.

RESOLUTION NO. 2020-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE PURCHASE OF TWO CHEVROLET TAHOE PPV FOR THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$81,188.00; 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 Tahoe was obtained through BuyBoard Cooperative Purchasing which assists local governments in reducing costs through a government-to-government procurement services; and,

WHEREAS, the Finance Director verified that funds are currently budgeted in Vehicles/Equipment GL Account 100-7-501.608 which has a budgeted balance of \$112,380.00 in the 2018-2019 Fiscal Year Budget; and,

WHEREAS, the total cost of the Tahoe PPVs equipped with lights is \$81,188.00; and,

WHEREAS, the City Council finds that purchasing two Tahoes for the Police Department 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 City Council of the City of Gonzales hereby authorizes the purchase of two Chevrolet Tahoe PPVs for the Police Department in an amount not to exceed \$81,188.00.

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of January, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

QUOTE# 1292019CAPQ56372

CONTRACT PRICING WORKSHEET

End User: GONZALES POLICE DEPARTMENT	Contractor: CALDWELL COUNTRY
Contact Name:	CALDWELL COUNTRY
Email:	Prepared By: Dustin Adams
Phone #:	Email: dustin@caldwellcountry.com
Fax #:	Phone #: 979-567-6133
Location City & State: GONZALES, TX	Fax #: 979-567-0853
Date Prepared: December 9, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872

Product Description: 2020 CHEVROLET TAHOE PPV (CC15706)

A Base Price & Options:	\$40,394
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B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LH HALOGEN SPOT LIGHT, SINGLE KEY SYSTEM. 5.3L V8 ENGINE. SIX SPEED AUTOMATIC. RECOVERY HOOKS. FLEET MAINTENANCE CREDIT. BLACK INTERIOR. DELETE XM RADIO. BLUETOOTH, AM/FM RADIO. REAR VISION CAMERA. POLICE PACKAGE. FENIEX ADMIN PACKAGE INCLUDING EXTERIOR LIGHTS, CONSOLE, INSTALLED. SHOP SUPPLIES, DEALER PREP, SHIPPING AND HANDLING.	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL
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C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
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D Other Price Adjustments (Installation, Delivery, Etc...)		
Subtotal D		INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)		\$40,394
Quantity Ordered		2
Subtotal E		\$80,788
F Non-Equipment Charges (Trade-In, Warranty, Etc...)		
BUY BOARD FEE		\$400.00
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$81,188
	Estimated Delivery Date:	IN STOCK BASED ON PARTS TIMING FOR UPFIT.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-2 Approving the Tax Resale of the Property Located at 1019 Church Street

DATE: January 9, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The property with a situs of 1019 Church Street, Gonzales, Texas, was placed on the resale list and a bid in the amount of \$24,032.00 was received. This tax resale bid consists of Suit #6573.

Property R25542 went up for tax sale 12/03/2019. The property has a legal description 0.172 acre, more or less, being out of Lot 3, Range 3, East of Water Street, Town of Gonzales, Gonzales County, Texas, as described in deed dated October 27, 1954, from I.R. McPherson, Sr. etux to Jesse Smith, in Volume 92, Page 254, Deed Records of Gonzales County, Texas.

Adjudged Value: \$65,680.00

Current Value: \$60,100 (land value = \$3,030, improvement value = \$57,070)

Original Opening Bid: \$35,666.41

Original Tax Sale Date: 12/03/2019

Tax Years Due: 2004 – 2019

Property Fees Due: 977.50

The **bid amount** is \$24,032.00 (includes \$32.00 deed filing fee). The bid was approved by the Gonzales County Commissioner's Court on Monday, December 16, 2019, pending approval of the City of Gonzales, Gonzales Healthcare Systems and Gonzales ISD.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Tax resale bid to 1019 Church Street.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVING THE TAX RESALE OF THE PROPERTY LOCATED AT 1019 CHURCH STREET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, as per Tax Code Chapter 34 the City of Gonzales desires to adopt a resolution approving the Tax Re-Sale Bid for Property R25542 which was offered for tax sale on 12/03/2019; and

WHEREAS, the property is located at 1019 Church Street and has a legal description 0.172 acre, more or less, being out of Lot 3, Range 3, East of Water Street, Town of Gonzales, Gonzales County, Texas, as described in deed dated October 27, 1954, from I.R. McPherson, Sr. etux to Jesse Smith, in Volume 92, Page 254, Deed Records of Gonzales County, Texas; and,

WHEREAS, a bid was received in the amount of \$24,032.00 for tax Suit 6573; and,

WHEREAS, the Gonzales County Commissioner's Court approved the tax re-sale bid on December 16, 2019, pending the approval of the other taxing entities at their respective meetings; and,

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

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby approves the Tax Re-Sale Bid for the property located at 1019 Church Street in the amount of \$24,032.00 as listed in Suit number 6573.

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

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of January, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary



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

To: Honorable Mayor and Council Members
Dated: December 16, 2019
Re: Suit 6573 Agenda Item

Suit: 6573

Property: R25542

Situs: 1019 Church Street, Gonzales, Texas

Legal: 0.172 acre, more or less, being out of Lot 3, Range 3, East of Water Street, Town of Gonzales, Gonzales County, Texas, as described in deed dated October 27, 1954, from I.R. McPherson, Sr. et ux to Jesse A. Smith, in Volume 92, Page 254, Deed Records of Gonzales County, Texas

Adjudged Value: \$65,680.00

Current Value: \$60,100 (land value = \$3,030, improvement value = \$57,070)

Original Opening Bid: \$35,666.41

Original Tax Sale Date: 12/03/2019

Tax Years Due: 2004 – 2019

Property Fees Due: 977.50

Bid Amount: \$24,032.00 (includes \$32.00 deed filing fee)

*This bid was approved by Gonzales County Commissioners Court pending the approval of the City of Gonzales, Gonzales Healthcare Systems and Gonzales ISD on Monday, December 16, 2019.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-3 Authorizing the City Manager to Execute a Program Agreement Distribution Construction Services Contract with the Lower Colorado River Authority to provide access to LCRA's distribution services contract with Techline Construction

DATE: January 9, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On February 21, 1980 an Agreement was executed for Technical Services between the City of Gonzales and the Lower Colorado River Authority (LCRA). That Agreement was executed because the City of Gonzales determined it would be desirable and economical to obtain certain Technical Services for the current operations of, and the future extensions and addition to, its system. On May 29, 2003 a Program Agreement for Material Acquisition Services was signed between the City of Gonzales and LCRA which allowed the City to get competitively priced material to service electrical and water departments through the Material Alliance of LCRA. LCRA and Techline, Inc. have a Goods Contract that was signed July 29, 2013 that allows Techline, Inc. to provide Goods to LCRA's customers. LCRA has a Long Term Indefinite Delivery and Indefinite Quantity Agreement with Techline Construction, LLC that was executed September 21, 2018 which will provide the City of Gonzales access to LCRA's distribution services contract. The City of Gonzales has a pole audit completed each year on around 600 of the poles that the City of Gonzales owns and it is determined how many of those poles need to be replaced. The last pole audit showed 35 poles needed to be replaced and Techline Construction, LLC gave the City of Gonzales an estimated total for this project to be \$90,720 not to exceed \$100,800. The City of Gonzales currently does not have a Program Agreement for Distribution Construction Services Contracting with LCRA which provides access to LCRA's Distribution Services Contract with Techline Construction, LLC. The execution of this Agreement would allow the City of Gonzales to use Techline Construction, LLC to replace those poles and to allow the City to continue using them in the future for other projects that may arise.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

The fiscal impact of the execution of this Agreement is LCRA will add fees consisting of \$35/month, plus 5% of the previous month's purchase to Customer's monthly power billing to cover administration of this program. The total fee will not exceed \$250 per month. The billing will be done every 6 months.

ATTACHMENTS:

Program Agreement between the City of Gonzales and LCRA.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM AGREEMENT DISTRIBUTION CONSTRUCTION SERVICES CONTRACT WITH THE LOWER COLORADO RIVER AUTHORITY TO PROVIDE ACCESS TO LCRA'S DISTRIBUTION SERVICES CONTRACT WITH TECHLINE CONSTRUCTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, as per Chapter 271, Subchapter F of the Local Government Code a local government can participate in a cooperative purchasing program where they have an agreement with another participating local cooperative organization; and

WHEREAS, local governments that purchase goods or services under Chapter 271, Subchapter F of the Local Government Code satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, Government Code Section 791.025 states a local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services; and

WHEREAS, on February 21, 1980 an Agreement was executed for Technical Services between the City of Gonzales and the Lower Colorado River Authority (LCRA) because the City of Gonzales determined it would be desirable and economical to obtain certain Technical Services for the current operations of, and the future extensions and addition to, its system; and

WHEREAS, LCRA has a Long Term Indefinite Delivery and Indefinite Quantity Agreement with Techline Construction, LLC that was executed September 21, 2018 which will provide the City of Gonzales access to LCRA's distribution services contract; and

WHEREAS, the City of Gonzales currently does not have a Program Agreement for Distribution Construction Services Contracting with LCRA which will allow the City of Gonzales to purchase services from Techline under the same terms and conditions and pricing contained in the Agreement; and

WHEREAS, the execution of this Agreement would allow the City of Gonzales to use Techline Construction, LLC for projects that may arise and will increase the reliability of electric service within Customer's service territory, and to realize saving and efficiencies by cooperatively procuring services; and

WHEREAS, the City Council finds that entering into an agreement with the Lower Colorado River Authority (LCRA) is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute a Program Agreement Distribution Construction Services Contract with the Lower Colorado River Authority to provide access to LCRA's distribution services contract with Techline Construction which is attached as Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of January, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

**PROGRAM AGREEMENT
DISTRIBUTION CONSTRUCTION SERVICES CONTRACTING**

The Lower Colorado River Authority ("LCRA") will provide the Customer access to LCRA's distribution construction services contract (the "Agreement") with Techline Construction ("Techline").

LCRA will add fees consisting of \$35/month, plus 5% of the previous month's purchase to Customer's monthly Power billing to cover administration of this program. The total fee will not exceed \$250 per month. The billing will be done every 6 months.

The services under this Customer Services Contract are provided pursuant to the **Technical Services Agreement** between LCRA and the City, dated **February 21, 1980** and under the authority of Chapter 791 of the Texas Government Code, Chapter 271, Subchapter F of the Texas Local Government Code, and in furtherance of LCRA's statutory and constitutional authority to provide electric utility services. The purpose of this Customer Services Contract is to increase the reliability of electric service within Customer's service territory, and to realize savings and efficiencies by cooperatively procuring services.

Customer will purchase services from Techline under the same terms and conditions and pricing contained in the Agreement. All orders and payments for such purchases will be issued directly from Customer to Techline, and Techline will provide the services and associated invoices directly to Customer. LCRA is not a party to, and will in no way be responsible to either Customer or Techline for, such orders, including without limitation any payments, performance, costs, expenses, losses or damages arising from such transactions between Techline and Customer.

Customer releases LCRA from any liability associated with Customer's transactions under the Agreement.

Customer represents that (i) all payments made pursuant to this Customer Services Contract will be paid from current revenues and (ii) it has the authority to enter into this Customer Services Contract.

The parties below have caused this Program Agreement to be executed by their authorized officials as of _____, 2019.

LOWER COLORADO RIVER AUTHORITY

CITY OF Gonzales

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-4 Authorizing the City Manager to Execute a License Agreement with the Gonzales Little

DATE: January 9, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales has provided the baseball fields for Gonzales Little League for many years at no cost and the soccer fields for Gonzales Youth Sports League. There has never been a license agreement in place for the use of the facilities.

City staff has met with the Gonzales Little League Board and reviewed the Agreement together and all parties understand why this agreement is needed. City staff will be available to answer any questions asked by council.

POLICY CONSIDERATIONS:

A License Agreement is needed for citizens utilizing city property.

FISCAL IMPACT:

This License Agreement includes a fee associated with all baseball players of \$5.00 each to help cover the expense the City incurs with maintenance and utilities of the fields the Little League uses.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE GONZALES LITTLE LEAGUE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales and the Gonzales Little League desire to execute a facility license agreement for the use of the baseball, softball and T-ball fields at the Independence Park; and,

WHEREAS, the provision of opportunities for Gonzales youth to participate in team sports serves an important public purpose of the community; and,

WHEREAS, annually city tax dollars go towards funding the maintenance and utilities provided at the facilities at no charge to the Gonzales Little League; and,

WHEREAS, within the license agreement the Gonzales Little League has agreed to pay the City of Gonzales \$5.00 per player to assist with the maintenance and utilities of the fields utilized; and,

WHEREAS, the agreement will be for six months beginning February 2020 through August 2020 for Little League; and,

WHEREAS, the City Council of the City of Gonzales hereby finds that the execution of the license agreement with Gonzales Little League is in the best interest of the City.

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

Section 1. The City Council of the City of Gonzales hereby approves the License Agreement with Gonzales Little League attached hereto as Exhibit A, and authorizes the execution of said Agreement by the City Manager.

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of January, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

LICENSE AGREEMENT

This agreement is made by and between the CITY OF GONZALES (hereinafter called "CITY") acting by and through the City Manager and the GONZALES LITTLE LEAGUE (hereinafter called "LITTLE LEAGUE").

ARTICLE 1. GRANT OF LICENSE/CONSIDERATION

- 1.1 The CITY, for and in consideration of the mutual benefits to the CITY and the LITTLE LEAGUE and the observance of the terms and conditions set forth below, hereby grants permission to the LITTLE LEAGUE to enter upon and use all ball fields and related facilities at Gonzales City Softball/Baseball Fields in the Independence Park.

ARTICLE 2. USE

- 2.1 The premises shall be occupied and used by the LITTLE LEAGUE only for recreational purposes. LITTLE LEAGUE agrees and specifically understands that this license is confined to the privilege to use the premises set forth herein on a non-exclusive basis and that the premises herein given does not grant the LITTLE LEAGUE any interest or estate in the premises but is a mere personal privilege to do certain acts of a temporary character upon the premises and that the CITY retains dominion, possession and control of the premises, including access thereto at all times.
- 2.2 LITTLE LEAGUE agrees to provide CITY a schedule of its activities.
- 2.3 LITTLE LEAGUE agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, State and Federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation thereof. If the attention of LITTLE LEAGUE is called to any such violation, LITTLE LEAGUE or those under its control will immediately desist from and promptly correct such violation.
- 2.4 The CITY reserves the right to impose and enforce all necessary and proper reasonable rules for the management and operation of the premises and, in this connection, shall provide the LITTLE LEAGUE with written notice of such rules.
- 2.5 The City hereby grants the LITTLE LEAGUE a non-exclusive license to use the baseball/softball/T-ball fields to hold and conduct baseball and softball games for youth league play, including league games, practices, playoffs, and tournaments, during the term of the agreement. Approved scheduled use of the baseball/softball/T-ball fields is subject to closure and interruption by the City for maintenance, inclement weather, or to preserve and maintain the public health, safety and welfare.

ARTICLE 3.

TERM

- 3.1 The term of this agreement is from February ____, 2020 through August ____, 2020 unless early terminated in accordance with this agreement. Little League and City representatives will perform a walkthrough of all facilities to inspect any necessary repairs or maintenance issues that need to be addressed before start of the term agreement.

ARTICLE 4.

ACCEPTANCE AND CONDITION OF PREMISES

- 4.1 The LITTLE LEAGUE has had full opportunity to examine the premises and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. LITTLE LEAGUE's taking possession of the premises shall be conclusive evidence of LITTLE LEAGUE's acceptance thereof in good order and satisfactory condition, and LITTLE LEAGUE hereby accepts the premises in their present condition as suitable for the purpose for which the license was granted.
- 4.2 LITTLE LEAGUE agrees that no representations respecting the condition of the premises and no promises to alter, repair or improve the premises, either before or after the execution hereof, have been made by CITY or its agents to LITTLE LEAGUE unless the same are in writing and are contained herein or made a part hereof by specific references herein.

ARTICLE 5.

LIENS PROHIBITED

- 5.1 LITTLE LEAGUE covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with any improvement, repair, alteration in, on or about the premises, whether authorized or unauthorized hereunder.
- 5.2 LITTLE LEAGUE hereby agrees to promptly pay all persons applying labor, services and materials in the performance of any and all repairs, alterations, additions or improvements that may hereafter be made, and LITTLE LEAGUE shall and will fully indemnify and hold harmless the CITY against any and all claims, liens, suits or actions asserted by a person, persons, firm or corporation on account of labor, materials or services furnished to LITTLE LEAGUE during the performance of any said repair, alteration, addition or improvement and against any claim for injury to persons or property.

ARTICLE 6.

MAINTENANCE

- 6.1 The CITY at its sole expense shall maintain or cause to be maintained, through the term of this agreement, the grounds of the premises and all improvements in a condition acceptable..

6.2 The LITTLE LEAGUE shall, within its reasonable control, keep the premises free of litter, trash paper and other waste generated during its use of the premises and shall dispose of same in accordance with CITY policy. The City Manager shall have the right to inspect the premises for cleanliness and sanitary conditions at any and all times, and the LITTLE LEAGUE hereby agrees to promptly correct any deficiencies in maintenance of which it is notified in writing by the City Manager.

6.3 The LITTLE LEAGUE shall promptly repair any damage to the premises caused by the use of the premises by the LITTLE LEAGUE or those persons under its control, including replacing any equipment, fixtures and lights. The LITTLE LEAGUE shall have no duty to repair any damage caused by others whom the CITY has authorized to use the premises. Notwithstanding any contrary provisions herein contained, should the premises be damaged by fire, tornado or other act of God, the CITY shall be under no obligation to rebuild or repair the premises.

6.4 LITTLE LEAGUE will, at the termination of this agreement, return the premises to CITY in a condition satisfactory to the CITY, usual wear, acts of God, or unavoidable accident only accepted.

~~6.4~~ 6.5 LITTLE LEAGUE will drag and mark all of the fields.

~~6.5~~ 6.6 Electricity and water shall be provided to the Facility at City's expense. The City will enforce a cap of 30,000 gallons of water per month for all meters combined for LITTLE LEAGUE to use at no charge. ~~The CITY will enforce a cap of 30,000 gallons of water per month for all meters combined for LITTLE LEAGUE to use at no charge.~~

~~6.6~~ 6.7 The CITY will provide trash containers in order for the LITTLE LEAGUE to maintain the area in a clean manner. The LITTLE LEAGUE will encourage fans to pick up their trash and properly dispose of it in the trash containers. The CITY will haul off the trash each morning. ~~a garbage dumpster at no charge to the LITTLE LEAGUE during the term of this agreement.~~

~~6.7~~ 6.8 The CITY will perform an initial cleaning and stocking of all restroom facilities, perform a full dragging, ~~and~~ tilling, and marking of fields, and make any necessary repairs prior to Opening Day.

6.9 The CITY will maintain the facilities in good condition through term agreement, including mowing, weeding, irrigation, and not permit the existence of any public nuisances thereon, or such other threats to the public health, safety, welfare, and disruption of regular play.

~~6.8~~ 6.10 The CITY will allow the LITTLE LEAGUE to use the sound system for opening day and any special tournaments held.

6.11 The LITTLE LEAGUE will provide labor and materials to chalk or paint field and baselines after opening day.

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ARTICLE 7.
CONCESSION

- 7.1 The LITTLE LEAGUE shall have the right to operate a concession for the sale of food, beverages and similar consumable items. ~~No fee for the right to operate said concession stand may be payable to CITY; provided, however, that all profits generated thereby shall be applied to the operation of the LITTLE LEAGUE and to maintenance and improvements to the premises. The LITTLE LEAGUE shall obtain and maintain, at its sole cost and expense, all permits or licenses required for its concession operations hereunder to include the Health Inspection for concessions.~~
- 7.2 The CITY reserves the right to prohibit the sale, possession and/or consumption of alcoholic beverages and tobacco products on the premises if such prohibition is deemed by the City Council at any time in the future to be in the public's interest. This prohibition applies to the fields, bleachers, concession areas, restrooms and parking areas.

ARTICLE 8.
~~PARKING AND ENTRANCE FEES:~~

- 8.1 Parking and attendance at LITTLE LEAGUE events shall be free and open to the public.
- 8.2 ~~As consideration for the use of the facilities described above, the LITTLE LEAGUE agrees to pay the CITY no later than the 10th day after May of each year, a fee of \$5 per participant registered. At the time of payment, the LITTLE LEAGUE will provide written support for arriving at the number of participants. During LITTLE LEAGUE games traffic will be restricted from entering the designated gates on both sides other than delivery at concession stand.~~

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ARTICLE 9.
Compliance with Applicable Laws.

- 9.1 LITTLE LEAGUE shall comply with all applicable statutes, ordinances, and local regulations concerning the use, condition, and occupancy of the fields and related property, and ensure that players, coaches, and spectators comply with such laws. ~~CITY may require LITTLE LEAGUE to hire, at LITTLE LEAGUE'S sole expense, an off duty Police Officer to ensure compliance.~~

ARTICLE 10.
INDEMNITY and INSURANCE

10.1 The LITTLE LEAGUE covenants and agrees to fully indemnify and hold harmless the City of **Gonzales**, its members, agents, officers and employees, their successors and assigns, individually or collectively, from and against all costs and expenses for any fines, claims, suits, losses, damages demands, actions or causes of action, or liability of any kind and ~~—~~nature, including but not limited to personal injury or death and property damage, in any way arising out of the execution of this license or in connection with or resulting ~~—~~from any activity or operation of the LITTLE LEAGUE, in, on or about the premises or in connection with its use of the premises or arising out of any condition of the premises caused by the LITTLE LEAGUE, or by reason of such LITTLE LEAGUE's misconduct or any breach, violation or non-performance of any covenant hereof or in any permit; and the LITTLE LEAGUE further ~~—~~agrees to pay all expenses in defending against any such claims made against the CITY, ~~—~~including but not limited to investigation costs, attorney's fees and court costs, except to the extent that the injury, death or damage is caused by the sole active negligence of CITY, its members, agents, officers and employees. It is the express intention of the parties that the attribution of responsibility provided for in this Article is a protection to CITY by LITTLE LEAGUE for events, injuries and damages which are, or which are said to be, the consequences of CITY's negligence or alleged negligence, including where same is the ~~—~~concurring cause of the injury, death or damage; excluding only those injuries, death or damage caused by the sole active negligence of CITY or solely resulting from CITY activities on the premise, as the case may be. The indemnity contained herein shall survive the termination hereof. The indemnity herein shall include appropriate ~~—~~protections against the claims and causes of action referred to in the paragraph below. ~~—~~CITY shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond the reasonable control of CITY, or for any damage or inconvenience which may arise through repair or alteration of any part of the premises, or failure to ~~—~~make repairs from any cause whatever except as results from CITY's sole active ~~—~~negligence. The LITTLE LEAGUE and the CITY shall give prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect either Little League.

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10.2 LESSEE agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement:

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TYPE: Commercial (Public) Liability - including, but not limited to, (a) Premises/Operations, and (b) Contractual Liability (insuring indemnity provisions).

AMOUNT: Combined Single Limit for Bodily Injury and Property Damage:
\$1,000,000.00 per occurrence or per claim.

LESSEE further agrees that as respects the above-required insurance, LESSOR shall:

- 1) Be named as an additional insured.
- 2) Be provided with 30 days advance written notice of cancellation or material change.
- 3) Be provided notice of any insurance claim filed against the policy naming the City as an additional insured.

LESSEE further agrees that with respect of the above-required insurance, it shall provide evidence of insurance to LESSOR to satisfy the insurance requirements of this Lease.

ARTICLE 11. SIGNS

- 11.1 LITTLE LEAGUE hereby agrees not to install or display any sign(s) upon the premises without prior written approval of said sign(s) by the CITY through the City Manager. LITTLE LEAGUE further agrees to comply with such design criteria as may be established and amended from time to time by duly authorized CITY authority and to comply with established sign review procedures for proposed new signs.
- 11.2 LITTLE LEAGUE may erect advertising signs on and around the fields in accordance with these provisions:
- a) No advertising signs shall be permitted on the premises with the exception of advertising signage located on the press box, concession building, official scoreboard and outfield fences secured by LITTLE LEAGUE. CITY is not responsible for damage, destruction, or vandalism to the advertising signs, except that which is caused by an agent or employee of the CITY.
 - b) All advertising signage must be removed and stored by the LITTLE LEAGUE at the end of each season.
 - c) Maximum size of signage is limited to two feet (2') by three feet (3') for structures and is limited to four feet by eight feet (4' x 8') for the fence area along the back perimeter of the field.
 - d) Signs must be constructed professionally and coated with a material to be resistant to normal weather conditions and to resist vandalism efforts.
 - e) Signs must be mounted in a manner to withstand high winds and severe weather.

ARTICLE 12. TERMINATION/REMEDIES

- 12.1 Either CITY or LITTLE LEAGUE, with or without cause, may cancel this agreement by giving forty five (45) days prior written notice thereof to the other. However, if this agreement is cancelled without cause by the CITY, the CITY shall pay to LITTLE LEAGUE the pro-rata cost of any improvements, approved and authorized by the City, made on the premises by the LITTLE LEAGUE. Such payment shall be made within ninety (90) days from the date of cancellation. Additionally, any breach or violation by LITTLE LEAGUE of the provisions contained in this agreement which is not cured following ten (10) days written notice thereof to LITTLE LEAGUE shall, at the option of the CITY, be cause for termination of this agreement and/or entitle CITY to seek any remedy which now is or may hereafter be provided at law or in equity, whether or not stated herein. No waiver by CITY of a breach or violation on the part of the LITTLE LEAGUE shall be construed or held to be a waiver of any succeeding or preceding breach or violation of the same or any other provision herein contained.

ARTICLE 13.

REPORTS (SCHOOL, BASEBALL AND SOFTBALL LEAGUES)

- 13.1 The LITTLE LEAGUE shall inform the City Manager in writing of the current officers of the LITTLE LEAGUE and promptly advise said City Manager in writing of any changes therein. On each and every anniversary of this agreement and thirty (30) days following termination of this agreement, LITTLE LEAGUE will furnish to the City Manager a report ~~and financial statement~~ including the following information:

~~a) Value of the physical improvements placed on the property during the term hereof.~~

~~b) Gross receipts from concessions operation, advertising and cash donations with a list of any future disbursements or physical improvements.~~

~~c) Disbursements of concessions.~~

~~a) Number of volunteers, participants in leagues, teams, and ages, a roster of all teams participating in the LITTLE LEAGUE, to include the name, address, and telephone number of all coaches and players.~~

b) Disbursements of concessions.

c) Number of volunteers, participants in leagues, teams and ages, a roster of all teams participating in the LITTLE LEAGUE, to include the name, address, and telephone number of all coaches and players.

~~d)~~

e)d) Certificate of Insurance (*for the season*).

e) Names, ~~and addresses,~~ phone numbers ~~for the executive board and zip codes of all officers and board or committee members,~~ board, and zip codes of all officers and

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~~f) — board or committee members, designating a point of contract and two alternate points of contact. designating a point of contract and two alternate points of contact.~~

~~g) — Starting and ending dates and months of each regular season.~~

~~h) — Number of tournaments and special events held (briefly describe).~~

~~f)~~ LITTLE LEAGUE shall submit to the City **Manager** on or before the seventh (7th) day before the season begins the following information:

~~f)g)~~ A list of all LITTLE LEAGUE's scheduled events at the fields, including but not limited to games, practice games, tournaments, playoffs, with dates and times for such events. Events scheduled after the start of the season or changes to the approved LITTLE LEAGUE schedule must be submitted to and approved by the City **Manager** no later than seven (7) days prior to the event.

~~h)~~ The LITTLE LEAGUE's current by-laws and a current certificate of non-profit status;

~~i)~~ Proof of insurance in the amounts and type required in this agreement.

~~m) LITTLE LEAGUE's standard operating procedures policy (S.O.P.)~~

ARTICLE 14. ASSIGNMENT

14.1 This license is personal to LITTLE LEAGUE, as Licensee, it is non-assignable, and any attempt to assign this license will terminate all privileges granted to LITTLE LEAGUE hereunder.

ARTICLE 15. CONDEMNATION

15.1 It is agreed and understood that in the event that the premises are taken, in whole or in part, by any governmental authority other than CITY, this license and all rights or permission to use hereunder shall, at the option of the CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. LITTLE LEAGUE hereby waives all rights to any proceeds of such condemnation.

ARTICLE 16. ATTORNEY'S FEES

16.1 In the event CITY brings any action under this license alleging that LITTLE LEAGUE hereto has defaulted hereunder, and the CITY prevails, the CITY shall be entitled to recover from the

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LITTLE LEAGUE hereto its reasonable attorney's fees. The LITTLE LEAGUE hereto which becomes so -liable agrees to make prompt payment thereof to the CITY.

ARTICLE 17.
SEVERABILITY

- 17.1 The parties hereto agree that if any clause or provision of this license is determined to be illegal, invalid or unenforceable under any present or future Federal, state, or local law, including but not limited to the City Code, or City Ordinances of the —City of Gonzales, Texas effective during the term of this license, then and in that event it is the intention of the parties hereto that the remainder of this license shall not be affected thereby, and it is also the intention of the parties to this license that in lieu of each clause or provision of this license that is illegal, invalid or unenforceable, there be added as a part of this license a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

ARTICLE 18.
AMENDMENT

- 18.1 No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by the parties hereto.

ARTICLE 19.
NONDISCRIMINATION

- 19.1 LITTLE LEAGUE covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the premises, which said discrimination LITTLE LEAGUE acknowledges is prohibited.

[Signature Page Follows]

EXECUTED THE _____ DAY OF _____, 201~~9~~7,

LITTLE LEAGUE:

CITY:

BY: _____
Gonzales Little
League President

BY: _____
City Manager

BY: _____
Parks and Recreation Director

ATTEST:

City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-5 Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League

DATE: January 9, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales has provided the soccer fields for Gonzales Youth Sports League. There has never been a license agreement in place for the use of the facilities.

City staff has met with Gonzales Youth Sports League and reviewed the Agreement together and all parties understand why this agreement is needed. City staff will be available to answer any questions asked by council.

POLICY CONSIDERATIONS:

A License Agreement is needed for citizens utilizing city property.

FISCAL IMPACT:

This License Agreement includes a fee of \$5.00 for each soccer player to help cover the expense the City incurs with maintenance of the soccer fields.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE GONZALES YOUTH SPORTS LEAGUE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gonzales and the Gonzales Youth Sports League desire to execute a facility license agreement for the use of the soccer fields at East Lions, Brickyard, and J.B. Wells; and,

WHEREAS, the provision of opportunities for Gonzales youth to participate in team sports serves an important public purpose of the community; and,

WHEREAS, annually city tax dollars go towards funding the maintenance and utilities provided at the facilities at no charge to the Gonzales Youth Sports League; and,

WHEREAS, within the license agreement the Gonzales Youth Sports League has agreed to pay the City of Gonzales \$5.00 per player to assist with the maintenance and utilities of the fields utilized; and,

WHEREAS, the agreement will be for four months beginning August 2020 through November 2020; and,

WHEREAS, the City Council of the City of Gonzales hereby finds that the execution of the license agreement with the Gonzales Youth Sports League is in the best interest of the City.

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

Section 1. The City Council of the City of Gonzales hereby approves the License Agreement with the Gonzales Youth Sports League as Exhibit A and authorizes the execution of said Agreement by the City Manager.

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of January, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

LICENSE AGREEMENT

This agreement is made by and between the CITY OF GONZALES (hereinafter called "CITY") acting by and through the City Manager and the GONZALES YOUTH SPORTS LEAGUE

ARTICLE 1. **GRANT OF LICENSE/CONSIDERATION**

- 1.1 The CITY, for and in consideration of the mutual benefits to the CITY and the GONZALES YOUTH SPORTS LEAGUE and the observance of the terms and conditions set forth below, hereby grants permission to the GONZALES YOUTH SPORTS LEAGUE to enter upon and use all soccer fields and related facilities at Gonzales City Soccer Fields in the East Lions Park, Brickyard Soccer Fields and J.B. Wells Soccer Field.

ARTICLE 2. **USE**

- 2.1 The premises shall be occupied and used by the GONZALES YOUTH SPORTS LEAGUE only for recreational purposes. GONZALES YOUTH SPORTS LEAGUE agrees and specifically understands that this license is confined to the privilege to use the premises set forth herein on a non-exclusive basis and that the premises herein given does not grant the GONZALES YOUTH SPORTS LEAGUE any interest or estate in the premises but is a mere personal privilege to do certain acts of a temporary character upon the premises and that the CITY retains dominion, possession and control of the premises, including access thereto at all times.
- 2.2 GONZALES YOUTH SPORTS LEAGUE agrees to provide CITY a schedule of its activities.
- 2.3 GONZALES YOUTH SPORTS LEAGUE agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, State and Federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation thereof. If the attention of GONZALES YOUTH SPORTS LEAGUE is called to any such violation, GONZALES YOUTH SPORTS LEAGUE or those under its control will immediately desist from and promptly correct such violation.
- 2.4 The CITY reserves the right to impose and enforce all necessary and proper reasonable rules for the management and operation of the premises and, in this connection, shall provide the GONZALES YOUTH SPORTS LEAGUE with written notice of such rules.
- 2.5 The City hereby grants the GONZALES YOUTH SPORTS LEAGUE a non-exclusive license to use the soccer fields to hold and conduct soccer games for youth league play, including league games, practices, playoffs, and tournaments, during the term of the agreement. Approved scheduled use of the soccer fields is subject to closure and interruption by the City for maintenance, inclement weather, or to preserve and maintain the public health, safety and welfare.

ARTICLE 3.
TERM

- 3.1 The term of this agreement is from August __, 2020 through November __, 2020 unless early terminated in accordance with this agreement. GONZALES YOUTH SPORTS LEAGUE and City representatives will perform a walkthrough of all facilities to inspect any necessary repairs or maintenance issues that need to be addressed before start of the term agreement.

ARTICLE 4.
ACCEPTANCE AND CONDITION OF PREMISES

- 4.1 The GONZALES YOUTH SPORTS LEAGUE has had full opportunity to examine the premises and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. GONZALES YOUTH SPORTS LEAGUE's taking possession of the premises shall be conclusive evidence of GONZALES YOUTH SPORTS LEAGUE's acceptance thereof in good order and satisfactory condition, and GONZALES YOUTH SPORTS LEAGUE hereby accepts the premises in their present condition as suitable for the purpose for which the license was granted.
- 4.2 GONZALES YOUTH SPORTS LEAGUE agrees that no representations respecting the condition of the premises and no promises to alter, repair or improve the premises, either before or after the execution hereof, have been made by CITY or its agents to GONZALES YOUTH SPORTS LEAGUE unless the same are in writing and are contained herein or made a part hereof by specific references herein.

ARTICLE 5.
LIENS PROHIBITED

- 5.1 GONZALES YOUTH SPORTS LEAGUE covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with any improvement, repair, alteration in, on or about the premises, whether authorized or unauthorized hereunder.
- 5.2 GONZALES YOUTH SPORTS LEAGUE hereby agrees to promptly pay all persons applying labor, services and materials in the performance of any and all repairs, alterations, additions or improvements that may hereafter be made, and GONZALES YOUTH SPORTS LEAGUE shall and will fully indemnify and hold harmless the CITY against any and all claims, liens, suits or actions asserted by a person, persons, firm or corporation on account of labor, materials or services furnished to GONZALES YOUTH SPORTS LEAGUE during the performance of any said repair, alteration, addition or improvement and against any claim for injury to persons or property.

ARTICLE 6.
MAINTENANCE

- 6.1 The CITY at its sole expense shall maintain or cause to be maintained, through the term of this agreement, the grounds of the premises and all improvements in a condition acceptable..
- 6.2 The GONZALES YOUTH SPORTS LEAGUE shall, within its reasonable control, keep the premises free of litter, trash paper and other waste generated during its use of the premises and shall dispose of same in accordance with CITY policy. The City Manager shall have the right to inspect the premises for cleanliness and sanitary conditions at any and all times, and the GONZALES YOUTH SPORTS LEAGUE hereby agrees to promptly correct any deficiencies in maintenance of which it is notified in writing by the City Manager.
- 6.3 The GONZALES YOUTH SPORTS LEAGUE shall promptly repair any damage to the premises caused by the use of the premises by the GONZALES YOUTH SPORTS LEAGUE or those persons under its control, including replacing any equipment, fixtures and lights. The GONZALES YOUTH SPORTS LEAGUE shall have no duty to repair any damage caused by others whom the CITY has authorized to use the premises. Notwithstanding any contrary provisions herein contained, should the premises be damaged by fire, tornado or other act of God, the CITY shall be under no obligation to rebuild or repair the premises.
- 6.4 GONZALES YOUTH SPORTS LEAGUE will, at the termination of this agreement, return the premises to CITY in a condition satisfactory to the CITY, usual wear, acts of God, or unavoidable accident only accepted.
- 6.5 GONZALES YOUTH SPORTS LEAGUE will mark all of the fields.
- ~~6.6 Electricity and water shall be provided to the Facility at City's expense. The City will enforce a cap of 30,000 gallons of water per month for all meters combined for LITTLE LEAGUE to use at no charge.~~
- 6.7 The CITY will provide trash containers in order for the GONZALES YOUTH SPORTS LEAGUE to maintain the area in a clean manner. The GONZALES YOUTH SPORTS LEAGUE will encourage fans to pick up their trash and properly dispose of it in the trash containers. The CITY will haul off the trash each morning.
- 6.8 The CITY will perform an initial cleaning and stocking of all restroom facilities, marking of fields, and make any necessary repairs prior to Opening Day.
- 6.9 The CITY will maintain the facilities in good condition through term agreement, including mowing, weeding, irrigation, and not permit the existence of any public nuisances thereon, or such other threats to the public health, safety, welfare, and disruption of regular play.

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- 6.10 The CITY will allow the GONZALES YOUTH SPORTS LEAGUE to use the sound system for opening day and any special tournaments held.
- 6.11 The GONZALES YOUTH SPORTS LEAGUE will provide labor and materials to chalk or paint field after opening day.

ARTICLE 7. CONCESSION

- 7.1 ~~The GONZALES YOUTH SPORTS LEAGUE shall have the right to operate a concession for the sale of food, beverages and similar consumable items. No fee for the right to operate said concession stand may be payable to CITY; provided, however, that all profits generated thereby shall be applied to the operation of the GONZALES YOUTH SPORTS LEAGUE and to maintenance and improvements to the premises. The GONZALES YOUTH SPORTS LEAGUE shall obtain and maintain, at its sole cost and expense, all permits or licenses required for its concession operations hereunder to include the Health Inspection for concessions.~~
- 7.2 The CITY reserves the right to prohibit the sale, possession and/or consumption of alcoholic beverages and tobacco products on the premises if such prohibition is deemed by the City Council at any time in the future to be in the public's interest. This prohibition applies to the fields, bleachers, concession areas, restrooms and parking areas.

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ARTICLE 8. FEES

- 8.1 Parking and attendance at GONZALES YOUTH SPORTS LEAGUE events shall be free and open to the public.
- 8.2 As consideration for the use of the facilities described above, the GONZALES YOUTH SPORTS LEAGUE agrees to pay the CITY no later than the 10th day after October of each year, a fee of \$5 per participant registered. At the time of payment, the GONZALES YOUTH SPORTS LEAGUE will provide written support for arriving at the number of participants.

ARTICLE 9. Compliance with Applicable Laws.

- 9.1 GONZALES YOUTH SPORTS LEAGUE shall comply with all applicable statutes, ordinances, and local regulations concerning the use, condition, and occupancy of the fields and related property, and ensure that players, coaches, and spectators comply with such laws.

ARTICLE 10.
INDEMNITY and INSURANCE

- 10.1 The GONZALES YOUTH SPORTS LEAGUE covenants and agrees to fully indemnify and hold harmless the City of Gonzales, its members, agents, officers and employees, their successors and assigns, individually or collectively, from and against all costs and expenses for any fines, claims, suits, losses, damages demands, actions or causes of action, or liability of any kind and nature, including but not limited to personal injury or death and property damage, in any way arising out of the execution of this license or in connection with or resulting from any activity or operation of the GONZALES YOUTH SPORTS LEAGUE , in, on or about the premises or in connection with its use of the premises or arising out of any condition of the premises caused by the GONZALES YOUTH SPORTS LEAGUE , or by reason of such GONZALES YOUTH SPORTS LEAGUE'S misconduct or any breach, violation or non-performance of any covenant hereof or in any permit; and the GONZALES YOUTH SPORTS LEAGUE further agrees to pay all expenses in defending against any such claims made against the CITY, including but not limited to investigation costs, attorney's fees and court costs, except to the extent that the injury, death or damage is caused by the sole active negligence of CITY, its members, agents, officers and employees. It is the express intention of the parties that the attribution of responsibility provided for in this Article is a protection to CITY by GONZALES YOUTH SPORTS LEAGUE for events, injuries and damages which are, or which are said to be, the consequences of CITY's negligence or alleged negligence, including where same is the concurring cause of the injury, death or damage; excluding only those injuries, death or damage caused by the sole active negligence of CITY or solely resulting from CITY activities on the premise, as the case may be. The indemnity contained herein shall survive the termination hereof. The indemnity herein shall include appropriate protections against the claims and causes of action referred to in the paragraph below. CITY shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond the reasonable control of CITY, or for any damage or inconvenience which may arise through repair or alteration of any part of the premises, or failure to make repairs from any cause whatever except as results from CITY's sole active negligence. The GONZALES YOUTH SPORTS LEAGUE and the CITY shall give prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect either GONZALES YOUTH SPORTS LEAGUE.

- 10.2 **LESSEE agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement:**

TYPE: Commercial (Public) Liability - including, but not limited to, (a) Premises/Operations, and (b) Contractual Liability (insuring indemnity provisions).

AMOUNT: Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000.00 per occurrence or per claim.

LESSEE further agrees that as respects the above-required insurance, LESSOR shall:

- 1) **Be named as an additional insured.**
- 2) **Be provided with 30 days advance written notice of cancellation or material change.**
- 3) **Be provided notice of any insurance claim filed against the policy naming the City as an additional insured.**

LESSEE further agrees that with respect of the above-required insurance, it shall provide evidence of insurance to LESSOR to satisfy the insurance requirements of this Lease.

ARTICLE 11. SIGNS

- 11.1 GONZALES YOUTH SPORTS LEAGUE hereby agrees not to install or display any sign(s) upon the premises without prior written approval of said sign(s) by the CITY through the City Manager. GONZALES YOUTH SPORTS LEAGUE further agrees to comply with such design criteria as may be established and amended from time to time by duly authorized CITY authority and to comply with established sign review procedures for proposed new signs.
- 11.2 GONZALES YOUTH SPORTS LEAGUE may erect advertising signs on and around the fields in accordance with these provisions:
- a) No advertising signs shall be permitted on the premises with the exception of advertising signage located on the fences secured by GONZALES YOUTH SPORTS LEAGUE . CITY is not responsible for damage, destruction, or vandalism to the advertising signs, except that which is caused by an agent or employee of the CITY.
 - b) All advertising signage must be removed and stored by the LITTLE LEAGUE at the end of each season.
 - c) Maximum size of signage is limited to two feet (2') by three feet (3') for structures and is limited to four feet by eight feet (4' x 8') for the fence area along the side of the field.
 - d) Signs must be constructed professionally and coated with a material to be resistant to normal weather conditions and to resist vandalism efforts.
 - e) Signs must be mounted in a manner to withstand high winds and severe weather.

ARTICLE 12.
TERMINATION/REMEDIES

12.1 Either CITY or GONZALES YOUTH SPORTS LEAGUE , with or without cause, may cancel this agreement by giving forty five (45) days prior written notice thereof to the other. However, if this agreement is cancelled without cause by the CITY, the CITY shall pay to GONZALES YOUTH SPORTS LEAGUE the pro-rata cost of any improvements, approved and authorized by the City, made on the premises by the GONZALES YOUTH SPORTS LEAGUE . Such payment shall be made within ninety (90) days from the date of cancellation. Additionally, any breach or violation by GONZALES YOUTH SPORTS LEAGUE of the provisions contained in this agreement which is not cured following ten (10) days written notice thereof to GONZALES YOUTH SPORTS LEAGUE shall, at the option of the CITY, be cause for termination of this agreement and/or entitle CITY to seek any remedy which now is or may hereafter be provided at law or in equity, whether or not stated herein. No waiver by CITY of a breach or violation on the part of the GONZALES YOUTH SPORTS LEAGUE shall be construed or held to be a waiver of any succeeding or preceding breach or violation of the same or any other provision herein contained.

ARTICLE 13.
REPORTS (SCHOOL, GONZALES YOUTH SPORTS LEAGUE LEAGUES)

13.1 The GONZALES YOUTH SPORTS LEAGUE shall inform the City Manager in writing of the current officers of the GONZALES YOUTH SPORTS LEAGUE and promptly advise said City Manager in writing of any changes therein. On each and every anniversary of this agreement and thirty (30) days following termination of this agreement, GONZALES YOUTH SPORTS LEAGUE will furnish to the City Manager a report including the following information:

- a) Gross receipts from concessions operation, advertising and cash donations with a list of any future-disbursements or physical improvements.
- b) Disbursements of concessions.
- c) Number of volunteers, participants in leagues, teams and ages, a roster of all teams participating in the GONZALES YOUTH SPORTS LEAGUE, to include the name, address, and telephone number of all coaches and players.
- d) Certificate of Insurance (*for the season*).
- e) Names, and phone numbers for the executive board, and zip codes of all officers and board or committee members, designating a point of contract and two alternate points of contact.

- f) GONZALES YOUTH SPORTS LEAGUE shall submit to the City Manager on or before the seventh (7th) day before the season begins the following information:
- g) A list of all GONZALES YOUTH SPORTS LEAGUE's scheduled events at the fields, including but not limited to games, practice games, tournaments, playoffs, with dates and times for such events. Events scheduled after the start of the season or changes to the approved GONZALES YOUTH SPORTS LEAGUE schedule must be submitted to and approved by the City Manager no later than seven (7) days prior to the event.
- h) The GONZALES YOUTH SPORTS LEAGUE's current by-laws and a current certificate of non-profit status;
- i) Proof of insurance in the amounts and type required in this agreement.

ARTICLE 14. **ASSIGNMENT**

- 14.1 This license is personal to GONZALES YOUTH SPORTS LEAGUE, as Licensee, it is non-assignable, and any attempt to assign this license will terminate all privileges granted to GONZALES YOUTH SPORTS LEAGUE hereunder.

ARTICLE 15. **CONDEMNATION**

- 15.1 It is agreed and understood that in the event that the premises are taken, in whole or in part, by any governmental authority other than CITY, this license and all rights or permission to use hereunder shall, at the option of the CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. GONZALES YOUTH SPORTS LEAGUE hereby waives all rights to any proceeds of such condemnation.

ARTICLE 16. **ATTORNEY'S FEES**

- 16.1 In the event CITY brings any action under this license alleging that GONZALES YOUTH SPORTS LEAGUE hereto has defaulted hereunder, and the CITY prevails, the CITY shall be entitled to recover from the GONZALES YOUTH SPORTS LEAGUE hereto its reasonable attorney's fees. The GONZALES YOUTH SPORTS LEAGUE hereto which becomes so liable agrees to make prompt payment thereof to the CITY.

ARTICLE 17. **SEVERABILITY**

- 17.1 The parties hereto agree that if any clause or provision of this license is determined to be illegal, invalid or unenforceable under any present or future Federal, state, or local law,

including but not limited to the City Code, or City Ordinances of the City of Gonzales, Texas effective during the term of this license, then and in that event it is the intention of the parties hereto that the remainder of this license shall not be affected thereby, and it is also the intention of the parties to this license that in lieu of each clause or provision of this license that is illegal, invalid or unenforceable, there be added as a part of this license a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**ARTICLE 18.
AMENDMENT**

- 18.1 No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by the parties hereto.

**ARTICLE 19.
NONDISCRIMINATION**

- 19.1 GONZALES YOUTH SPORTS LEAGUE covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the premises, which said discrimination GONZALES YOUTH SPORTS LEAGUE acknowledges is prohibited.

[Signature Page Follows]

EXECUTED THE _____ DAY OF _____, 2019,

GONZALES YOUTH SPORTS LEAGUE :

CITY:

BY: _____
Gonzales Youth Sports
League President

BY: _____
City Manager

BY: _____
Parks and Recreation Director

ATTEST:

City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: January 9, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The GEDC Board approved the reimbursement of funds for fire hydrants and egress doors to Livestock Nutrition Center LLC during the October 28, 2019 GEDC Board meeting. According to State Statute, a Public Hearing, 60-day comment period, and a Performance Agreement are required. Upon approval by the GEDC Board, the Performance Agreement will go before Gonzales City Council for consideration and final approval. Funds cannot be released until the 60-day comment period expires.

The GEDC Board approved the Performance Agreement with one amendment to Section 4C striking the language, "...or fifteen (10 or 15)" changing to "a minimum of ten (10)" Full-time employment positions working at the Property. The motion by Tommy Cox, seconded by Gerri Lawing carried unanimously.

POLICY CONSIDERATIONS:

Approval of Performance Agreements is consistent with previous City Council actions

FISCAL IMPACT:

Reimbursement of \$185,000.00

ATTACHMENTS:

Performance Agreement

STAFF RECOMMENDATION:

The GEDC Board respectfully requests City Council approval of the Performance Agreement

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-6 Approving the Performance Agreement By and Between Livestock Nutrition Center and the Gonzales Economic Development Corporation for reimbursement in the amount of \$185,000.00 for installation of fire hydrants and egress doors required for Fire Safety-**Second Reading**

RESOLUTION NO. 2020-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT, BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND LIVESTOCK NUTRITION CENTER, LLC, A TEXAS LIMITED LIABILITY COMPANY, REGARDING IMPROVEMENTS AUTHORIZED PURSUANT TO SECTIONS 501.101 AND 501.103 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

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

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

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

WHEREAS, GEDC has approved a project with Livestock Nutrition Center, LLC, a Texas limited liability company and the Performance Agreement which is attached hereto as ***Exhibit A***; and

WHEREAS, the City Council of the City of Gonzales, Texas, finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as ***Exhibit A***, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.101 and 501.103 of the Texas Local Government Code.

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

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

Section 2. That the City Council of the City of Gonzales, Texas, finds and determines that the project and Performance Agreement attached hereto as ***Exhibit A***, will promote new and expanded business development, and is otherwise consistent with Sections 501.101 and 501.103 of the Texas Local Government Code.

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

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

DULY RESOLVED by the City Council of the City of Gonzales, Texas, on this the 9th day of January, 2019.

APPROVED:

Connie L. Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and **LIVESTOCK NUTRITION CENTER, LLC**, a Delaware limited liability company (hereinafter referred to as “Developer”), is made and executed on the following recitals, terms and conditions.

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

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities”; and

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

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

WHEREAS, Developer has applied to GEDC for financial assistance necessary to operate a manufacturing and distribution of livestock feed facility generally located at 2900 Johnson Street, in the City of Gonzales, Texas; and

WHEREAS, the GEDC’s Board of Directors have determined the financial assistance provided to Developer is consistent and meets the definition of “project” as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

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

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

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2023**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Developer.** The word “Developer” mean Livestock Nutrition Center, LLC, a Delaware limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 2900 Johnson Street, Gonzales, Texas 78629.
- (d) **Effective Date.** The words “Effective Date” mean the date of the later to execute this Agreement by and between the Developer and the GEDC.
- (e) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (f) **Full-Time Employment Positions.** The words “Full-Time Employment Position” or “Full-Time Employment Positions” mean and include a job requiring a minimum of One

Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period, earning a minimum of \$13.00 per hour, with such hours also to include any vacation and sick leave, with full benefits.

- (g) **GEDC.** The term “GEDC” means the Gonzales Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 820 Saint Joseph Street, Gonzales, Texas 78629.
- (h) **Property.** The word “Property” means the Developer’s facility generally located at 2900 Johnson Street, Gonzales, Texas 78629.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs associated with the construction and or installation of fire hydrants and egress doors to the Property, and those costs which meet the definition of “project” as that term is defined in Section 501.101 and 501.103 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS.

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

- (a) **Reimbursement.** The Developer shall be entitled to reimbursement from GEDC in the amount not to exceed **One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000.00)** for Qualified Expenditures. Developer covenants and agrees to submit to the GEDC invoices, receipts, or other documentation of the Qualified Expenditures in a form acceptable to the GEDC prior to any reimbursement. Developer covenants and agrees to provide to the GEDC said invoices, receipts, or other documentation by December 29, 2019 . The GEDC covenants and agrees to submit financial assistance to the Developer in an amount not to exceed the lesser of **One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000.00)** or the aggregate amount of said invoices, receipts, or other documentation submitted by the Developer to the GEDC within thirty (30) days of receipt of said documentation.
- (b) **Operate Manufacturing and Distribution of Livestock Feed Facility.** Developer covenants and agrees to maintain and operate the manufacturing and distribution of livestock feed facility located on the Property during the Term of this Agreement.
- (c) **Job Creation and Retention.** Developer agrees during the Term of this Agreement, the Developer shall employ and maintain a minimum of ten (10) Full-Time Employment Positions working at the Property.

- (d) **Performance Conditions.** Developer agrees to make, execute and deliver to GEDC such other promissory notes, instruments, documents and other agreements as GEDC or its attorneys may reasonably request to evidence this Agreement.
- (e) **Performance.** Developer and GEDC agree to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and GEDC.

SECTION 5. CESSATION OF ADVANCES.

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

SECTION 6. EVENTS OF DEFAULT.

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

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

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 6 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the GEDC to Developer pursuant to Section 4(a) of this Agreement shall become immediately due and payable by Developer to the GEDC as follows:

- (a) Event of Default occurs from Effective Date to December 31, 2020 - 100% or \$185,000.00;
- (b) Event of Default occurs between January 1, 2021 and December 31, 2021 - 75% or \$138,750.00;
- (c) Event of Default occurs between January 1, 2022 and December 31, 2022 - 50% or \$92,500.00; and
- (d) Event of Default occurs between January 1, 2023 and December 31, 2023 - 25% or \$46,250.00.

SECTION 8. INDEMNIFICATION.

Developer shall indemnify, save, and hold harmless GEDC, its directors, officers, agents, attorneys, and employees (collectively, the “Indemnitees”) from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnatee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of GEDC’s loan advances by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which GEDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of GEDC or Developer to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys’ fees and disbursements) that any Indemnatee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Section to GEDC with respect to any of the foregoing arising out of the gross negligence or willful misconduct of GEDC or the breach by GEDC of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnatee, such Indemnatee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer’s obligations under this Section unless such failure materially prejudices Developer’s right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnatee shall in good faith contest the validity, applicability and amount of such claim, demand, action or

cause of action and shall permit Developer to participate in such contest. Any Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer's concurrence thereto.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

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

Agreement. The Notices shall be addressed as follows:

If to GEDC: Gonzales Economic Development Corporation
820 Saint Joseph Street
Gonzales, Texas 78629
Attn: Genora Young, President/CEO
Telephone: (830) 672-2815

if to Developer: Livestock Nutrition Center, LLC
2900 Johnson Street
Gonzales, Texas 78629
Attn: _____
Telephone: _____

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

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

GEDC:

GONZALES ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Dewey Smith, President
Date Signed: _____

ATTEST:

Gerri Lawing, Secretary

DEVELOPER:

LIVESTOCK NUTRITION CENTER, LLC,
a Delaware limited liability company

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

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action
Approving Resolution 2020-7 Accepting the
Proposals for Solid Waste Collection and
Disposal Services and Authorizing the City
Manager to Negotiate the Final Terms of an
Agreement for Consideration of the City
Council

DATE: January 9, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On October 17, 2019, a Letter of Intent to Terminate Contract with Texas Disposal Systems, Inc. was sent to Mr. James Griffin, Municipal House Accounts Representative. This letter notified Texas Disposal Systems, Inc. of the City of Gonzales intent to terminate the contract as per section 7.3 of the agreement for Municipal Solid Waste Collection and Disposal Service executed on February 15, 2015.

The RFP was posted to the City of Gonzales Website on December 3, 2019, and published in the paper (Inquirer) and TML website on December 5, 2019 with proposals originally due on December 20, 2019 at 2:00 P.M., but an Addendum was done on December 12, 2019 which modified the new proposal deadline to December 31, 2019 at 2:00 P.M. The City of Gonzales received (5) five responses to the RFP. The (5) five proposals received were from Frontier Waste Solutions, Waste Connections, Texas Disposal Systems, Tiger Sanitation and Republic Services. On December 31, 2019, and January 2, 2020, City staff met, reviewed the proposals based on price, quality of service and previous performance. City staff has attached all RFP proposals, TDS Rate Sheet 2019-2020 and Pricing Sheets for all RFP Services for Council's consideration.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

Account #240-7-740.807 Contract Solid Waste Fees has \$685k allocated in the Solid Waste Fund 2019-2020 Fiscal Year Budget.

ATTACHMENTS:

Proposals from: Frontier Waste Solutions, Waste Connections, Texas Disposal Systems, Tiger Sanitation, Republic Services. Attachments: TDS Rate Sheet 2019-2020, Residential/Commercial Pricing Sheet, Dumpster Pricing Sheet and Roll-Off Pricing Sheet.

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2020-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING THE PROPOSALS FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE THE FINAL TERMS OF AN AGREEMENT FOR CONSIDERATION OF THE CITY COUNCIL; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on October 17, 2019 the City of Gonzales issued a Letter of Intenet to Terminate the Contract with Texas Disposal Systems, Inc. as per the requirements of Section 7.3 of the agreement for Municipal Solid Waste Collection and Disposal Services; and,

WHEREAS, the advertisements for the Request for Proposals were published in the newspaper as per Chapter 252 of the Local Government Code for two consecutive weeks beginning December 5, 2019; and,

WHEREAS, the proposals were due to be received by the City of Gonzales on December 20, 2019 at 2:00 p.m. with an addendum to modify the proposal deadline to December 31, 2019 at 2:00 p.m.; and,

WHEREAS, proposals were received from Frontier Waste Solutions, Waste Connections, Texas Disposal Systems, Tiger Sanitation and Republic Services by the due date published; and,

WHEREAS, City staff evaluated the proposals based on quality of service and previous performance as well as price; 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, of the (5) five proposals were ranked in the following order based on the best pricing for residential services provided: Frontier Waste Solutions, Waste Connections, Texas Disposal Systems, Tiger Sanitation, Republic Services; and,

WHEREAS, the City Council finds that entering into an agreement with _____ for Solid Waste Collection and Disposal Services and authorizing the City Manager to negotiate the final terms of an agreement for consideration of the City Council is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to negotiate the final terms of an agreement for consideration of the City Council for Solid Waste Collection and Disposal with _____.

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of January, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

Gonzales

3/1/19

Residential Service\$ Month

Trash 1X per week (cart only), w/96 gallon cart

16.98

Recycle 1X EOW (cart only) , w/96 gallon cart

Curbside Bulky Service 4X per year per residence

on call, maximum 5 CY per pickup

Extra Carts (trash or recycle)

6.31

Residential Service - Outside City

Trash 1X per week (cart only), w/96 gallon cart

25.98

Trash 1X per week (cart only), w/96 gallon cart, &

30.86

Recycle 1X EOW (cart only) , w/96 gallon cart

Commercial Cart Service - Trash

Size	1X	Xtra PU
96 Cart	32.84	9.18

Container

Size	Frequency						Xtra PU
	1X	2X	3X	4X	5X	6X	
2 CY	75	140	200				57
3 CY	95	179	262				69
4 CY	126	228	330				80
6 CY	149	257	364	472	578	755	92
8 CY	196	341	485	630	773	983	103
Casters	22	each container					
Lockbars	22	each container					

Container Service - Recycle

Size	EOW	1X	Xtra PU
96 Cart	11.76	24.03	9.18
4 CY	76	101	80
6 CY	90	119	92
8 CY*	108	157	92

* Only if FL Recycle Service is offered

Roll-off Service

20 CY Open top
30 CY Open top
40 CY Open top
Compactor

Delivery

182
182
182
Varies

Haul & Disposal

485
550
577
Varies

Daily Rent

5.11
5.11
5.11
Varies

City of Gonzales**Roll-off Service**

20 CY Open top
30 CY Open top
40 CY Open top

Delivery

146
146
146


Haul & Disposal

311
487
518

Daily Rent

3.65
3.65
3.65

All rates above net to Contractor


 2-3-2015

RESIDENTIAL SERVICE - TRASH 1X WEEK PLUS EOW RECYCLE					
THERE IS A 3% INCREASE					
TDS IS 3.5 % INCREASE					
FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
12.95	14.39	16.98	17.83	21.50	
12.95	14.82	17.57	18.36	22.15	
13.34	15.27	18.19	18.92	22.81	
13.74	15.72	18.83	19.48	23.49	
14.15	16.20	19.48	20.07	24.20	

RESI - COG BILLING PLUS 10% FF					
FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
14.25	15.83	18.68	19.61	23.65	
14.25	16.30	19.33	20.20	24.36	
14.67	16.79	20.01	20.81	25.09	
15.11	17.30	20.71	21.43	25.84	
15.57	17.82	21.43	22.07	26.62	

EXTRA CART					
FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
5.75	6.00	8.31	10.00	6.79	
5.75	6.18	8.60	10.30	6.99	
5.92	6.37	8.90	10.61	7.20	
6.10	6.56	9.21	10.93	7.42	
6.28	6.75	9.54	11.26	7.64	

FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
6.33	6.60	9.14	11.00	7.47	
6.33	6.80	9.46	11.33	7.69	
6.51	7.00	9.79	11.67	7.92	
6.71	7.21	10.13	12.02	8.16	
6.91	7.43	10.49	12.38	8.41	

RESI SERVICE - OUTSIDE CITY TRASH ONLY					
FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
15.00	14.99	25.98	27.28	25.98	
15.00	15.44	26.89	28.10	26.76	
15.45	15.90	27.83	28.94	27.56	
15.91	16.38	28.80	29.81	28.39	
16.39	16.87	29.81	30.70	29.24	

FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
16.50	16.49	28.58	30.01	28.58	
16.50	16.98	29.58	30.91	29.44	
17.00	17.49	30.61	31.84	30.32	
17.50	18.02	31.68	32.79	31.23	
18.03	18.56	32.79	33.77	32.16	

RESI - OUTSIDE TRASH W/RECYCLE EOW					
FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
25.00	19.99	30.86	32.40	NO BID	
25.00	20.59	31.94	33.37	NO BID	
25.75	21.21	33.06	34.37	NO BID	
26.52	21.84	34.22	35.40	NO BID	
27.32	22.50	35.41	36.47	NO BID	

FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
27.50	21.99	33.95	35.64	NO BID	
27.50	22.65	35.13	36.71	NO BID	
28.33	23.33	36.37	37.81	NO BID	
29.17	24.03	37.64	38.94	NO BID	
30.05	24.75	38.95	40.11	NO BID	

ONE CART ONLY					
FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
30.00	25.20	32.84	27.28	32.84	
30.00	25.96	33.99	28.10	33.83	
30.90	26.73	35.18	28.94	34.84	
31.83	27.54	36.41	29.81	35.89	
32.79	28.36	37.68	30.70	36.96	

COM. CART - COG BILLING PLUS 12% FF					
FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
33.60	28.22	36.78	30.55	36.78	
33.60	29.07	38.07	31.47	37.88	
34.61	29.94	39.40	32.41	39.02	
35.65	30.84	40.78	33.39	40.19	
36.72	31.77	42.20	34.39	41.40	

COMM. CART - XTRA PU					
FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
15.00	30.00	16.00	12.50	30.00	
15.00	30.90	16.56	12.88	30.90	
15.45	31.83	17.14	13.26	31.83	
15.91	32.78	17.74	13.66	32.78	
16.39	33.77	18.36	14.07	33.77	

FRONTIER	WASTE CONNECTIONS	TDS	TIGER	REPUBLIC	
16.80	33.60	17.92	14.00	33.60	
16.80	34.61	18.55	14.42	34.61	
17.30	35.65	19.20	14.85	35.65	
17.82	36.72	19.87	15.30	36.72	
18.36	37.82	20.56	15.76	37.82	

TOTALS:

1ST YR:	103.70	110.57	130.97	127.29	117.11
2nd YR:	103.70	113.89	135.55	131.11	120.62
3rd YR:	106.81	117.30	140.30	135.04	124.24
4th YR:	110.01	120.82	145.21	139.09	127.97
5th YR:	113.32	124.45	150.28	143.27	131.81

114.97	122.73	145.04	140.81	130.08
114.97	126.41	150.12	145.04	133.98
118.42	130.21	155.38	149.39	138.00
121.97	134.11	160.81	153.87	142.14
125.64	138.13	166.43	158.49	146.40

5 YRS:	537.54	587.03	702.31	675.80	621.75
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595.96	651.60	777.78	747.60	690.60
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DUMPSTERS:		1ST YEAR					
FRONTIER							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	71.25	133.00	190.00				35.63
3 CY	90.25	170.05	248.90				45.13
4 CY	119.70	216.60	313.50	410.40			59.85
6 CY	141.55	244.15	345.80	448.00	549.10	717.25	70.78
8 CY	186.20	323.95	460.75	598.50	734.35	933.85	93.10
CASTERS	22.00	EA. CONTAINER					
LOCK BARS:	22.00	EA. CONTAINER					

DUMPSTERS:							
WASTE CONNECTIONS							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	60.66	138.56					85.00
3 CY	90.93	207.84					95.00
4 CY	103.92	211.89	311.76	415.68			100.00
6 CY	129.90	309.16	487.13	623.52	779.40		115.00
8 CY	142.37	311.76	467.64	623.52	779.40	935.28	125.00
CASTERS	10.00	EA. CONTAINER					
LOCK BARS:	10.00	EA. CONTAINER					

DUMPSTERS:							
TDS							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	75.00	140.00	200.00				57.00
3 CY	95.00	179.00	262.00				69.00
4 CY	126.00	228.00	330.00				80.00
6 CY	149.00	257.00	365.00	472.00	578.00	755.00	92.00
8 CY	196.00	341.00	485.00	630.00	773.00	983.00	103.00
CASTERS	22.00	EA. CONTAINER					

RECYCLE DUMPSTERS

SIZE	EOW	1X	XTRA PU
96 CART	10.00	20.00	10.00
4 CY	76.00	152.00	76.00
6 YD	90.00	180.00	90.00
8 CY	108.00	216.00	108.00

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	13.00		30.00
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	15.00	31.00	
4 CY	85.00	114.00	80.00
6 YD	101.00	135.00	92.00
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

LOCK BARS: 22.00 EA. CONTAINER

DUMPSTERS:							
TIGER							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	107.48	199.25					50.00
3 CY	112.08	208.46	304.84				50.00
4 CY	119.20	222.69	326.17	429.66			50.00
6 CY	130.91	246.12	361.32	476.53	591.73	706.93	75.00
8 CY	162.38	304.27	446.15	588.03	729.91	871.80	75.00
CASTERS	20.00	EA. CONTAINER					
LOCK BARS:	20.00	EA. CONTAINER					

SIZE	EOW	1X	XTRA PU
96 CART		45.00	25.00
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

DUMPSTERS:							
REPUBLIC							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	78.00	145.60	208.00				95.00
3 CY	98.80	186.16	272.48				95.00
4 CY	131.04	237.12	343.20				95.00
6 CY	154.96	267.28	378.56	490.88	601.12	785.20	95.00
8 CY	203.84	354.64	504.40	655.20	803.92	1022.32	95.00
CASTERS	NO CHARGE	EA. CONTAINER					
LOCK BARS:	NO CHARGE	EA. CONTAINER					

SIZE	EOW	1X	XTRA PU
96 CART	28.00	36.00	30.00
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

DUMPSTERS:		2ND YEAR					
FRONTIER							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	71.25	133.00	190.00				35.63
3 CY	90.25	170.05	248.90				45.13
4 CY	119.70	216.60	313.50	410.40			59.85
6 CY	141.55	244.15	345.80	448.00	549.10	717.25	70.78
8 CY	186.20	323.95	460.75	598.50	734.35	933.85	93.10
CASTERS	22.00	EA. CONTAINER					
LOCK BARS:	22.00	EA. CONTAINER					

DUMPSTERS:							
WASTE CONNECTIONS		BASED ON 3% INCREASE					
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	62.48	142.72					87.55
3 CY	93.66	214.08					97.85
4 CY	107.04	218.25	321.11	428.15			103.00
6 CY	133.80	318.43	501.74	642.23	802.78		118.45
8 CY	146.64	321.11	481.67	642.23	802.78	963.34	128.75
CASTERS	10.30	EA. CONTAINER					
LOCK BARS:	10.30	EA. CONTAINER					

DUMPSTERS:							
TDS							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	78.00	145.00	207.00				59.00
3 CY	98.00	185.00	271.00				71.00
4 CY	130.00	236.00	342.00				83.00
6 CY	154.00	266.00	378.00	489.00	598.00	781.00	95.00
8 CY	203.00	353.00	502.00	652.00	800.00	1017.00	107.00
CASTERS	23.00	EA. CONTAINER					

RECYCLE DUMPSTERS

SIZE	EOW	1X	XTRA PU
96 CART	10.00	20.00	10.00
4 CY	76.00	152.00	76.00
6 YD	90.00	180.00	90.00
8 CY	108.00	216.00	108.00

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	13.39		30.90
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	15.53	32.09	
4 CY	88.00	118.00	83.00
6 CY	105.00	140.00	95.00
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

LOCK BARS: 23.00 EA. CONTAINER

DUMPSTERS:							
TIGER							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	110.70	205.23					51.50
3 CY	115.44	214.71	313.99				51.50
4 CY	122.78	229.37	335.96	442.55			51.50
6 CY	134.84	253.50	372.16	490.83	609.48	728.14	77.25
8 CY	167.25	313.40	459.53	605.67	751.81	897.95	77.25
CASTERS	20.60	EA. CONTAINER					
LOCK BARS:	20.60	EA. CONTAINER					

SIZE	EOW	1X	XTRA PU
96 CART		46.35	25.75
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

DUMPSTERS:							
REPUBLIC							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	80.34	149.97	214.24				97.85
3 CY	101.76	191.74	280.65				97.85
4 CY	134.97	244.23	353.50				97.85
6 CY	159.61	275.30	389.92	505.61	619.15	808.76	97.85
8 CY	209.96	365.28	519.53	674.86	828.04	1052.99	97.85
CASTERS	NO CHARGE	EA. CONTAINER					
LOCK BARS:	NO CHARGE	EA. CONTAINER					

SIZE	EOW	1X	XTRA PU
96 CART	28.84	37.08	30.90
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

DUMPSTERS:		3RD YEAR					
FRONTIER							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	73.38	136.99	195.70				63.61
3 CY	92.96	175.15	256.37				82.19
4 CY	123.29	223.10	322.91	422.71			99.81
6 CY	145.80	251.47	356.17	461.44	565.57	738.77	105.67
8 CY	191.79	333.67	474.57	616.46	756.38	961.87	141.88
CASTERS	22.66	EA. CONTAINER					
LOCK BARS:	22.66	EA. CONTAINER					

DUMPSTERS:							
WASTE CONNECTIONS		BASED ON 3% INCREASE					
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	64.35	147.00					90.18
3 CY	96.47	220.50					100.79
4 CY	110.25	224.80	330.74	440.99			106.09
6 CY	137.81	327.98	516.79	661.50	826.86		122.00
8 CY	151.04	330.74	496.12	661.50	826.86	992.24	132.61
CASTERS	10.61	EA. CONTAINER					
LOCK BARS:	10.61	EA. CONTAINER					

DUMPSTERS:							
TDS							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	80.00	150.00	214.00				61.00
3 CY	102.00	192.00	281.00				74.00
4 CY	135.00	244.00	354.00				86.00
6 CY	160.00	275.00	391.00	506.00	619.00	809.00	99.00
8 CY	210.00	365.00	520.00	675.00	828.00	1053.00	110.00
CASTERS	24.00	EA. CONTAINER					

RECYCLE DUMPSTERS

SIZE	EOW	1X	XTRA PU
96 CART	10.30	20.60	10.30
4 CY	78.28	156.56	78.28
6 YD	92.70	185.40	92.70
8 CY	111.24	222.48	111.24

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	13.79		31.83
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	16.07	33.21	
4 CY	91.00	122.00	86.00
6 CY	108.00	145.00	99.00
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

LOCK BARS: 24.00 EA. CONTAINER

DUMPSTERS:							
TIGER							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	114.03	211.38					53.05
3 CY	118.91	221.16	323.40				53.05
4 CY	126.46	236.25	346.03	455.83			53.05
6 CY	138.88	261.11	383.32	505.55	627.77	749.98	79.57
8 CY	172.27	322.80	473.32	623.84	774.36	924.89	79.57
CASTERS	21.22	EA. CONTAINER					
LOCK BARS:	21.22	EA. CONTAINER					

SIZE	EOW	1X	XTRA PU
96 CART		47.74	26.52
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

DUMPSTERS:							
REPUBLIC							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	82.75	154.47	220.67				100.79
3 CY	104.82	197.50	289.07				100.79
4 CY	139.02	251.56	364.10				100.79
6 CY	164.40	283.56	401.61	520.77	637.73	833.02	100.79
8 CY	216.25	376.24	535.12	695.10	852.88	1084.58	100.79
CASTERS	NO CHARGE	EA. CONTAINER					
LOCK BARS:	NO CHARGE	EA. CONTAINER					

SIZE	EOW	1X	XTRA PU
96 CART	29.71	38.19	31.83
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

DUMPSTERS:		4TH YEAR					
FRONTIER							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	75.58	141.10	201.57				65.52
3 CY	95.75	180.40	264.06				84.65
4 CY	126.99	229.79	332.60	435.39			102.80
6 CY	150.17	259.01	366.86	475.28	582.54	760.93	108.84
8 CY	197.54	343.68	488.81	634.95	779.07	990.73	146.14
CASTERS	23.34	EA. CONTAINER					
LOCK BARS:	23.34	EA. CONTAINER					

DUMPSTERS:							
WASTE CONNECTIONS		BASED ON 3% INCREASE					
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	66.29	151.41					92.88
3 CY	99.36	227.12					103.81
4 CY	113.56	231.54	340.67	454.22			109.27
6 CY	141.95	337.82	532.30	681.34	851.67		125.66
8 CY	155.57	340.67	511.00	681.34	851.67	1022.01	136.59
CASTERS	10.93	EA. CONTAINER					
LOCK BARS:	10.93	EA. CONTAINER					

DUMPSTERS:							
TDS							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	83.00	155.00	222.00				63.00
3 CY	105.00	198.00	290.00				77.00
4 CY	140.00	253.00	366.00				89.00
6 CY	165.00	285.00	405.00	523.00	641.00	837.00	102.00
8 CY	217.00	378.00	538.00	698.00	857.00	1090.00	114.00
CASTERS	25.00	EA. CONTAINER					

RECYCLE DUMPSTERS

SIZE	EOW	1X	XTRA PU
96 CART	10.61	21.22	10.61
4 CY	80.63	161.26	80.63
6 YD	95.48	190.96	95.48
8 CY	114.58	229.15	114.58

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	14.21		32.78
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	16.63	34.37	
4 CY	94.00	126.00	89.00
6 CY	112.00	150.00	102.00
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

LOCK BARS: 25.00 EA. CONTAINER

DUMPSTERS:							
TIGER							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	117.45	217.73					54.64
3 CY	122.47	227.79	333.11				54.64
4 CY	130.25	243.34	356.41	469.50			54.64
6 CY	143.05	268.94	394.82	520.72	646.60	772.48	81.95
8 CY	177.44	332.48	487.52	642.56	797.59	952.64	81.95
CASTERS	21.85	EA. CONTAINER					
LOCK BARS:	21.85	EA. CONTAINER					

DUMPSTERS:							
REPUBLIC							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	85.23	159.10	227.29				103.81
3 CY	107.96	203.42	297.75				103.81
4 CY	143.19	259.11	375.02				103.81
6 CY	169.33	292.06	413.66	536.40	656.86	858.01	103.81
8 CY	222.74	387.52	551.17	715.95	878.47	1117.12	103.81
CASTERS	NO CHARGE	EA. CONTAINER					
LOCK BARS:	NO CHARGE	EA. CONTAINER					

SIZE	EOW	1X	XTRA PU
96 CART		49.17	27.32
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	30.60	39.34	32.78
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

DUMPSTERS:		5TH YEAR					
FRONTIER							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	77.85	145.33	207.62				67.48
3 CY	98.62	185.81	271.98				87.19
4 CY	130.80	236.68	342.58	448.45			105.88
6 CY	154.68	266.78	377.87	489.54	600.02	783.76	112.10
8 CY	203.47	353.99	503.47	654.00	802.44	1020.45	150.52
CASTERS	24.04	EA. CONTAINER					
LOCK BARS:	24.04	EA. CONTAINER					

DUMPSTERS:							
WASTE CONNECTIONS		BASED ON 3% INCREASE					
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	68.27	155.95					95.67
3 CY	102.34	233.93					106.92
4 CY	116.97	238.49	350.89	467.85			112.55
6 CY	146.21	347.96	548.26	701.78	877.22		129.43
8 CY	160.24	350.89	526.33	701.78	877.22	1052.67	140.69
CASTERS	11.26	EA. CONTAINER					
LOCK BARS:	11.26	EA. CONTAINER					

DUMPSTERS:							
TDS							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	86.00	161.00	230.00				65.00
3 CY	109.00	205.00	301.00				79.00
4 CY	145.00	262.00	379.00				92.00
6 CY	171.00	295.00	419.00	542.00	663.00	866.00	106.00
8 CY	225.00	391.00	557.00	723.00	887.00	1128.00	118.00
CASTERS	26.00	EA. CONTAINER					

RECYCLE DUMPSTERS

SIZE	EOW	1X	XTRA PU
96 CART	10.92	21.86	10.92
4 CY	83.05	166.10	83.05
6 YD	98.34	196.69	98.34
8 CY	118.02	236.02	118.02

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	14.63		33.77
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

SIZE	EOW	1X	XTRA PU
96 CART	17.21	35.57	
4 CY	98.00	131.00	92.00
6 CY	116.00	155.00	106.00
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

LOCK BARS: 26.00 EA. CONTAINER

DUMPSTERS:							
TIGER							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	120.97	224.26					56.28
3 CY	126.15	234.62	343.10				56.28
4 CY	134.16	250.64	367.11	483.59			56.28
6 CY	147.34	277.01	406.67	536.34	666.00	795.66	84.41
8 CY	182.76	342.46	502.15	661.83	821.52	981.22	84.41
CASTERS	22.51	EA. CONTAINER					
LOCK BARS:	22.51	EA. CONTAINER					

SIZE	EOW	1X	XTRA PU
96 CART		50.65	28.14
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

DUMPSTERS:							
REPUBLIC							
SIZE	FREQUENCY						
	1X	2X	3X	4X	5X	6X	XTRA PU
2 CY	87.79	163.87	234.11				106.92
3 CY	111.20	209.52	306.68				106.92
4 CY	147.49	266.88	386.27				106.92
6 CY	174.41	300.83	426.07	552.49	676.57	883.75	106.92
8 CY	229.42	399.15	567.71	737.43	904.82	1150.63	106.92
CASTERS	NO CHARGE	EA. CONTAINER					
LOCK BARS:	NO CHARGE	EA. CONTAINER					

SIZE	EOW	1X	XTRA PU
96 CART	31.51	40.52	33.77
4 CY			
6 YD			
8 CY			

*ONLY IF FL RECYCLE IS OFFERED

ROLL OFF CONTAINERS - 1ST YR

FRONTIER

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	172.90	460.75	4.00
30 CY	172.90	522.50	4.00
40 CY	172.90	548.15	4.00
COMPACTOR	NEG.	600.00	NEG.

WASTE CONNECTIONS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	150.00	361.66+ \$30.00/TON (3 TON MIN)	3.00
30 CY	150.00	361.66+ \$30.00/TON (3 TON MIN)	3.00
40 CY	150.00	361.66+ \$30.00/TON (3 TON MIN)	3.00
COMPACTOR	VARIES	VARIES	VARIES

TDS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	188.00	485.00	5.11
30 CY	188.00	550.00	5.11
40 CY	188.00	577.00	5.11
COMPACTOR	VARIES	VARIES	VARIES

TIGER

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	172.50	375.00	4.00
30 CY	172.50	375.00	4.00
40 CY	172.50	375.00	4.00
COMPACTOR	VARIES	VARIES	VARIES

HAUL INCLUDES 4 TONS
\$35.00 PER TON AFTER

AFTER
14 DAYS

REPUBLIC

COG SERVICE

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	0.00	295.45	0.00
30 CY	0.00	462.65	0.00
40 CY	0.00	492.10	0.00

* ALL RATES ABOVE NET TO CONTRACTOR

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	150.00	341.66+ \$30.00/TON (3 TON MIN)	N/A
30 CY	150.00	341.66+ \$30.00/TON (3 TON MIN)	N/A
40 CY	150.00	341.66+ \$30.00/TON (3 TON MIN)	N/A
COMPACTOR	VARIES	VARIES	VARIES

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY			
30 CY	164.00	500.00	3.85
40 CY	164.00	527.00	3.85

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	150.00	325.00	3.00
30 CY	150.00	325.00	3.00
40 CY	150.00	325.00	3.00

HAUL INCLUDES 4 TONS
\$35.00 PER TON AFTER

AFTER
14 DAYS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	150.00	545.00	5.00
30 CY	150.00	575.00	5.00
40 CY	150.00	600.00	5.00
COMPACTOR	VARIES	635.00	VARIES

UP TO 5 TONS DISPOSAL
\$25 /TON UP TO 10 TONS MAX.

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	90.00	345.00	0.00
30 CY	90.00	374.00	0.00
40 CY	90.00	400.00	0.00

UP TO 5 TONS DISPOSAL
\$25 /TON FROM 5 TO 10 TONS

ROLL OFF CONTAINERS - 2ND YR

FRONTIER

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	172.90	460.75	4.00
30 CY	172.90	522.50	4.00
40 CY	172.90	548.15	4.00
COMPACTOR	NEG.	600.00	NEG.

WASTE CONNECTIONS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	154.50	372.51+ \$30.90/TON (3 TON MIN)	3.09
30 CY	154.50	372.51+ \$30.90/TON (3 TON MIN)	3.09
40 CY	154.50	372.51+ \$30.90/TON (3 TON MIN)	3.09
COMPACTOR	VARIES	VARIES	VARIES

TDS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	195.00	502.00	5.29
30 CY	195.00	569.00	5.29
40 CY	195.00	597.00	5.29
COMPACTOR	VARIES	VARIES	VARIES

TIGER

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	177.68	386.25	4.12
30 CY	177.68	386.25	4.12
40 CY	177.68	386.25	4.12
COMPACTOR	VARIES	VARIES	VARIES

HAUL INCLUDES 4 TONS
\$36.05 PER TON AFTER

AFTER
14 DAYS

REPUBLIC

COG SERVICE

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	0.00	295.45	0.00
30 CY	0.00	462.65	0.00
40 CY	0.00	492.10	0.00

* ALL RATES ABOVE NET TO CONTRACTOR

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	154.50	351.91+ \$30.90/TON (3 TON MIN)	N/A
30 CY	154.50	351.91+ \$30.90/TON (3 TON MIN)	N/A
40 CY	154.50	351.91+ \$30.90/TON (3 TON MIN)	N/A
COMPACTOR	VARIES	VARIES	VARIES

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY			
30 CY	170.00	518.00	3.98
40 CY	170.00	545.00	3.98

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	154.50	334.75	3.09
30 CY	154.50	334.75	3.09
40 CY	154.50	334.75	3.09

HAUL INCLUDES 4 TONS
\$36.05 PER TON AFTER

AFTER
14 DAYS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	154.50	561.35	5.15
30 CY	154.50	592.25	5.15
40 CY	154.50	618.00	5.15
COMPACTOR	VARIES	654.05	VARIES

UP TO 5 TONS DISPOSAL
\$25.75 /TON UP TO 10 TONS MAX.

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	92.70	355.35	0.00
30 CY	92.70	385.22	0.00
40 CY	92.70	412.00	0.00

UP TO 5 TONS DISPOSAL
\$25.75 /TON FROM 5 TO 10 TONS

ROLL OFF CONTAINERS-3RD YR

FRONTIER

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	178.09	474.57	4.12
30 CY	178.09	538.18	4.12
40 CY	178.09	564.59	4.12
COMPACTOR	NEG.	618.00	NEG.

WASTE CONNECTIONS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	159.14	383.69+ \$31.83/TON (3 TON MIN)	3.18
30 CY	159.14	383.69+ \$31.83/TON (3 TON MIN)	3.18
40 CY	159.14	383.69+ \$31.83/TON (3 TON MIN)	3.18
COMPACTOR	VARIES	VARIES	VARIES

TDS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	201.00	520.00	5.47
30 CY	201.00	589.00	5.47
40 CY	201.00	618.00	5.47
COMPACTOR	VARIES	VARIES	VARIES

TIGER

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	183.01	397.84	4.24
30 CY	183.01	397.84	4.24
40 CY	183.01	397.84	4.24
COMPACTOR	VARIES	VARIES	VARIES

HAUL INCLUDES 4 TONS
\$37.13 PER TON AFTER

AFTER
14 DAYS

REPUBLIC

COG SERVICE

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	0.00	304.31	0.00
30 CY	0.00	476.53	0.00
40 CY	0.00	506.86	0.00

* ALL RATES ABOVE NET TO CONTRACTOR

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	159.14	362.47+ \$31.83/TON (3 TON MIN)	N/A
30 CY	159.14	362.47+ \$31.83/TON (3 TON MIN)	N/A
40 CY	159.14	362.47+ \$31.83/TON (3 TON MIN)	N/A
COMPACTOR	VARIES	VARIES	VARIES

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY			
30 CY	176.00	536.00	4.12
40 CY	176.00	565.00	4.12

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	159.14	344.79	3.18
30 CY	159.14	344.79	3.18
40 CY	159.14	344.79	3.18

HAUL INCLUDES 4 TONS
\$37.13 PER TON AFTER

AFTER
14 DAYS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	159.14	578.19	5.30
30 CY	159.14	610.02	5.30
40 CY	159.14	636.54	5.30
COMPACTOR	VARIES	654.05	VARIES

UP TO 5 TONS DISPOSAL
\$26.52 /TON UP TO 10 TONS MAX.

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	95.48	366.01	0.00
30 CY	95.48	396.78	0.00
40 CY	95.48	424.36	0.00

UP TO 5 TONS DISPOSAL
\$26.52 /TON FROM 5 TO 10 TONS

ROLL OFF CONTAINERS - 4TH YR

FRONTIER

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	183.43	488.81	4.24
30 CY	183.43	554.33	4.24
40 CY	183.43	581.53	4.24
COMPACTOR	NEG.	636.54	NEG.

WASTE CONNECTIONS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	163.91	395.20+ \$32.78/TON (3 TON MIN)	3.28
30 CY	163.91	395.20+ \$32.78/TON (3 TON MIN)	3.28
40 CY	163.91	395.20+ \$32.78/TON (3 TON MIN)	3.28
COMPACTOR	VARIES	VARIES	VARIES

TDS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	208.00	538.00	5.67
30 CY	208.00	610.00	5.67
40 CY	208.00	640.00	5.67
COMPACTOR	VARIES	VARIES	VARIES

TIGER

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	188.50	409.77	4.37
30 CY	188.50	409.77	4.37
40 CY	188.50	409.77	4.37
COMPACTOR	VARIES	VARIES	VARIES

HAUL INCLUDES 4 TONS
\$38.24 PER TON AFTER

AFTER
14 DAYS

REPUBLIC

COG SERVICE

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	0.00	313.44	0.00
30 CY	0.00	490.83	0.00
40 CY	0.00	522.07	0.00

* ALL RATES ABOVE NET TO CONTRACTOR

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	163.91	373.34+ \$32.78/TON (3 TON MIN)	N/A
30 CY	163.91	373.34+ \$32.78/TON (3 TON MIN)	N/A
40 CY	163.91	373.34+ \$32.78/TON (3 TON MIN)	N/A
COMPACTOR	VARIES	VARIES	VARIES

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY			
30 CY	182.00	554.00	4.27
40 CY	182.00	584.00	4.27

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	163.91	355.14	3.28
30 CY	163.91	355.14	3.28
40 CY	163.91	355.14	3.28

HAUL INCLUDES 4 TONS
\$38.24 PER TON AFTER

AFTER
14 DAYS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	163.91	595.54	5.46
30 CY	163.91	628.32	5.46
40 CY	163.91	655.64	5.46
COMPACTOR	VARIES	673.67	VARIES

UP TO 5 TONS DISPOSAL
\$27.32 /TON UP TO 10 TONS MAX.

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	98.35	376.99	0.00
30 CY	98.35	408.68	0.00
40 CY	98.35	437.09	0.00

UP TO 5 TONS DISPOSAL
\$27.32 /TON FROM 5 TO 10 TONS

ROLL OFF CONTAINERS - 5TH YR

FRONTIER

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	188.93	503.47	4.37
30 CY	188.93	570.96	4.37
40 CY	188.93	598.98	4.37
COMPACTOR	NEG.	655.64	NEG.

WASTE CONNECTIONS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	168.83	407.06+ \$33.76/TON (3 TON MIN)	3.38
30 CY	168.83	407.06+ \$33.76/TON (3 TON MIN)	3.38
40 CY	168.83	407.06+ \$33.76/TON (3 TON MIN)	3.38
COMPACTOR	VARIES	VARIES	VARIES

TDS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	216.00	557.00	5.86
30 CY	216.00	631.00	5.86
40 CY	216.00	662.00	5.86
COMPACTOR	VARIES	VARIES	VARIES

TIGER

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	194.15	422.07	4.50
30 CY	194.15	422.07	4.50
40 CY	194.15	422.07	4.50
COMPACTOR	VARIES	VARIES	VARIES

HAUL INCLUDES 4 TONS
\$39.39 PER TON AFTER

AFTER
14 DAYS

REPUBLIC

COG SERVICE

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	0.00	322.84	0.00
30 CY	0.00	505.56	0.00
40 CY	0.00	537.73	0.00

* ALL RATES ABOVE NET TO CONTRACTOR

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	168.83	384.54+ \$33.76/TON (3 TON MIN)	N/A
30 CY	168.83	384.54+ \$33.76/TON (3 TON MIN)	N/A
40 CY	168.83	384.54+ \$33.76/TON (3 TON MIN)	N/A
COMPACTOR	VARIES	VARIES	VARIES

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY			
30 CY	188.00	574.00	4.42
40 CY	188.00	605.00	4.42

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	168.83	365.79	3.38
30 CY	168.83	365.79	3.38
40 CY	168.83	365.79	3.38

HAUL INCLUDES 4 TONS
\$39.39 PER TON AFTER

AFTER
14 DAYS

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	168.83	613.40	5.63
30 CY	168.83	647.17	5.63
40 CY	168.83	675.31	5.63
COMPACTOR	VARIES	654.05	VARIES

UP TO 5 TONS DISPOSAL
 \$28.14 /TON UP TO 10 TONS MAX.

SIZE	DELIVERY	HAUL/DISPOSAL	DAILY RENT
20 CY	101.30	388.30	0.00
30 CY	101.30	420.94	0.00
40 CY	101.30	450.20	0.00

UP TO 5 TONS DISPOSAL
 \$28.14 /TON FROM 5 TO 10 TONS

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on
Resolution #2020-8 Authorizing the
Appointments to the Roger M. Dreyer
Memorial Airport Advisory Board

DATE: January 9, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

As per the Charter the City Council shall have the power to appoint the members of all boards and commissions. Such boards and commissions shall have all powers and duties created by the charter, by city ordinance or by law.

During the December 12, 2019 City Council Meeting the Council established the Roger M. Dreyer Memorial Airport Advisory Board. City Staff advertised for the seven positions that were created. Applications were received from John Coale, James S. (Steve) Dixon II, Alfred O'Donnell, John Langhoff, Michael Tuch & John Sample.

Applications received are attached for review.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council action deemed appropriate

RESOLUTION NO. 2020-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE APPOINTMENTS TO THE ROGER M. DREYER MEMORIAL AIRPORT ADVISORY BOARD; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council shall have the power to appoint the members of all boards and commissions; and

WHEREAS, the boards and commissions shall have all powers and duties created by the charter, city ordinance or by law; and

WHEREAS, the uniform appointment month is September of each year, however the Roger M. Dreyer Memorial Airport Advisory Board was created at the December 12, 2019 City Council meeting; and

WHEREAS, the newly created board positions were advertised via the newspaper; and

WHEREAS, the City Council hereby appoints the members to the Roger M. Dreyer Memorial Airport Advisory Board as attached hereto as exhibit A.

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

Section 1. The City Council of the City of Gonzales, Texas hereby appoints the Roger M. Dreyer Memorial Airport Advisory Board members for the terms to the boards set out in the attached exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of January, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

ROGER M. DREYER MEMORIAL AIRPORT ADVISORY BOARD

The Roger M. Dreyer Memorial Airport Advisory Board was established at the December 12, 2019 City Council meeting. The board was established as a seven member board and will have three individuals whose terms will expire on September 30, 2020, and four individuals whose terms will expire September 30, 2021. Applications were received from John Coale, James S. (Steve) Dixon II, Alfred O'Donnell, John Langhoff, Michael Tuch & John Sample

Name	Term Began	Term Ends
	January 9, 2020	September 30, 2020
	January 9, 2020	September 30, 2020
	January 9, 2020	September 30, 2020
	January 9, 2020	September 30, 2021
	January 9, 2020	September 30, 2021
	January 9, 2020	September 30, 2021
	January 9, 2020	September 30, 2021

The following members are appointed to the Roger M. Dreyer Memorial Airport Advisory Board for a term effective January 9, 2020 and ending September 30, 2020:

The following members are appointed to the Roger M. Dreyer Memorial Airport Advisory Board for a term effective January 9, 2020 and ending September 30, 2021:



COME AND TAKE IT

CITY OF GONZALES

ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE/APPLICATION

Name: JOHN COALE

Street Address: 1022 CR 523

City, State & Zip: GONZALES TX 78629

Phone Number: (Home) _____ (Business/Cell) 713 806 8290

E-mail: JCOALE@MAC.COM

Employer: RETIRED PHYSICIAN

Occupation: 11

Business Address: 11

How long have you been a resident of Gonzales? ABOUT 14 YEARS

Are you a qualified voter of the City of Gonzales? NOT CITY, YES COUNTY

Please give a brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

RETIRED PHYSICIAN BOUGHT PROPERTY IN GONZALES CO.
2006. RENTED HANGAR AT T20 SINCE 2007.
PERMANENT RESIDENT GONZALES SINCE 2017.
EDUCATION - THRU POSTGRAD C BA + MD.
INSTRUMENT RATED PILOT, 3300 HRS, AIRCRAFT
OWNER AND RESIDENT OF T20 FOR 14 YRS.

Please state why you wish to serve the City of Gonzales as a member of a board, commission or committee. Use attachments if necessary.

INVOLVEMENT IN RUNNING & IMPROVEMENT OF T20
FOR COMMERCE AND PRIVATE USE.

City of Gonzales – 820 N. St Joseph St-Gonzales, TX – 78629- (830) 672-2815
 Submitted applications will be forwarded to the City Council for consideration and are also
 Available to the public under the guidelines of the Texas Public Information Act.
 Please contact the City Secretary if you have questions about this process.

Do you currently serve on a City of Gonzales board or commission? Yes _____ No X

If yes, which one(s)? _____

How long? _____

Do you have any relatives who work for the City of Gonzales? Yes _____ No X

If so, who? _____

Do you receive any direct compensation or gain from the City of Gonzales? Yes _____ No X

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body? Yes _____ No X

If so, what type? _____

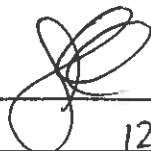
If selected by the Gonzales City Council, on which boards/commissions would you be willing to serve?

Please be specific. This application will remain active for ninety (90) days, unless you are appointed to a board or commission. You must reapply if you would like to be reappointed at the end of a term or to be considered for another board or commission.

1. AIRPORT
2. _____
3. _____

SIGNATURE:

DATE:


12-26-19

City of Gonzales – 820 N. St Joseph St-Gonzales, TX – 78629- (830) 672-2815
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Please contact the City Secretary if you have questions about this process.



COME AND TAKE IT

CITY OF GONZALES

ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE/APPLICATION

Name: James S. Dixon II (Steve)
Street Address: 6276 FM 532 E
City, State & Zip: Gonzales, TX 78629
Phone Number: (Home) 830-203-1781 (Business/Cell) 830-203-1781
E-mail: bdrench@guec.net
Employer: Retired
Occupation: N/A
Business Address: N/A

How long have you been a resident of Gonzales? 2002 - Present 17yrs

Are you a qualified voter of the City of Gonzales? NO - Gonzales County

Please give a brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

See Attachment

Please state why you wish to serve the City of Gonzales as a member of a board, commission or committee. Use attachments if necessary.

I believe I can help promote the Airport and improve it's usefulness to the City

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Please contact the City Secretary if you have questions about this process.

James S. Dixon II
6270 FM 532E
Gonzales, Texas 78629

Phone: 830-203-1781
6dranch@gvec.net

Objective:

Membership on the City of Gonzales Airport Advisory Board

Education:

MBA: Texas A&M University at Corpus Christi, Concentration: Management

B.S. Business: University of the State of New York, Majors: Aviation Management, Finance, and Accounting

Employment History:

Civilian:

33yrs. Federal Civil Service- Starting as an Aircraft mechanic and progressing to certification in Quality Assurance (Aerospace), I ultimately became a certified government Contracting Officer. I spent my final 12 years as the Deputy Commander and Chief of the Contracting Office for a Major Navy Acquisition Command under the Chief of Naval Air Training. As the senior civilian executive in the Command I was responsible for the execution and administration of major flight training and aircraft maintenance service contracts valued at \$1.5B. Retired Apr. 2003

5yrs. Emergency Medical Services Helicopter Pilot for a FAA part 135 Medical Services Company (Critical Air Medicine- AirEvac Lifeteam Inc.). I flew medical teams to accident scenes and hospitals in support of the company's mission of providing emergency services to rural America. 2003-2008

14yrs. Operate small FBO providing A&P/IA services at the Roger M Dreyer Memorial Airport (T20) Gonzales, TX (T20). 2005-present

Military:

39yrs. U.S Army Aviator. Served with various Active/Reserve U.S. Army and Army National Guard units primarily as a Maintenance Officer, Test Pilot, and Safety Officer, including an aviation combat tour in the former Republic of South Viet Nam. Army school-trained in Aircraft Maintenance / Flight Test, Safety and Aviation Accident Investigation. Awards include 17 Combat Air Medals, Bronze Star, and Distinguished Flying Cross. Retired Jan 2008

Training:

Graduate:

Naval War College
Professional Military Comptroller School – Air War College
Defense System Management College Contracting Officer Program
Army Warrant Officer Senior Staff School – Army Aviation Center
Aviation Maintenance Officer / Test Pilot School – Army Aviation Center
Aviation Safety /Accident Investigation officer School – Army Aviation Center
U.S. Army Rotary-Wing Flight School – Army Aviation Center

Licenses/Certification:

FAA Commercial Pilot Certificate with Instrument Rating (app. 13,000 flight hours)

FAA Airframe and Powerplant Certificate with Inspection Authorization

Certified Professional Contract Manager (CPCM) – National Contract Management Association

Teaching Experience:

I taught the following courses in the graduate program for Embry-Riddle Aeronautical University

Operations/Production Management for Aviation Organizations

Strategic Planning in the Aviation Industry

Managerial Accounting



John & Nancy Langhoff
4582 State Hwy 111 W
Yoakum, TX 77995



COME AND TAKE IT

CITY OF GONZALES

ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE/APPLICATION

Name: John A. Langhoff
Street Address: 4582 State Highway 111 W
City, State & Zip: Yoakum, TX 77995
Phone Number: (Home) 432-687-5850 (Business/Cell) 432-661-8387
E-mail: john@pearlcityranch.net
Employer: Self Employed
Occupation: Independent Oil & Gas Owner, Petroleum Engineer, Rancher
Business Address: 4582 State Highway 111 W, Yoakum, TX 77995
How long have you been a resident of Gonzales? I am not a resident of Gonzales
Are you a qualified voter of the City of Gonzales? No

Please give a brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

I am interested in serving on the airport board. I grew up in Yoakum area, graduated from Texas A&M with B.S. & M.S. in Petroleum Engineering in 1982 & 1984. Worked for Chevron for 15 years and as Independent Oil & Gas Operator for past 20+ years. in Midland, TX. Moved back to Yoakum area in 2018. I have an airplane hangered at Gonzales airport since 2018.

Please state why you wish to serve the City of Gonzales as a member of a board, commission or committee. Use attachments if necessary.

I am a private pilot and have an airplane hangered at the Gonzales airport. I am interested in

City of Gonzales – 820 N. St Joseph St-Gonzales, TX – 78629- (830) 672-2815
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Maintaining and continued development of the airport for the City of Gonzales and surrounding area economic enhancement. I am familiar with the airport improvements made over the past several years and am interested in the continued progress and success of the airport.

Do you currently serve on a City of Gonzales board or commission? Yes _____ No No

If yes, which one(s)? _____

How long? _____

Do you have any relatives who work for the City of Gonzales? Yes _____ No No

If so, who? _____

Do you receive any direct compensation or gain from the City of Gonzales? Yes _____ No No

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body? Yes _____ No No

If so, what type? _____

If selected by the Gonzales City Council, on which boards/commissions would you be willing to serve?

Please be specific. This application will remain active for ninety (90) days, unless you are appointed to a board or commission. You must reapply if you would like to be reappointed at the end of a term or to be considered for another board or commission.

1. City of Gonzales Airport Board
2. _____
3. _____

SIGNATURE:

DATE:

John A. Langhoff (John A. Langhoff)
December 26, 2019



John & Nancy Langhoff
4582 State Hwy 111 W
Yoakum, TX 77995

City of Gonzales – 820 N. St Joseph St-Gonzales, TX – 78629- (830) 672-2815
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Available to the public under the guidelines of the Texas Public Information Act.
Please contact the City Secretary if you have questions about this process.



COME AND TAKE IT

CITY OF GONZALES

ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE/APPLICATION

Name: Alfred O'Donnell
Street Address: 1606 SAINT MATTHEW ST.
City, State & Zip: GONZALES, TX.
Phone Number: (Home) 830 203 0880 (Business/Cell) SAME
E-mail: aodonnelle@utcc.com
Employer: BYK USA
Occupation: ENGINEER
Business Address: 1212 Church St.
How long have you been a resident of Gonzales? 23 years
Are you a qualified voter of the City of Gonzales? Yes

Please give a brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments, if necessary.

Member of GETIC on two occasions.
Assisted Steve Dixon in obtaining Fuel, AEDS
And new Hangers. Also helped get new
tie down Area At Airport.
Masters Degree Engineering & Private Pilot

Please state why you wish to serve the City of Gonzales as a member of a board, commission or committee. Use attachments if necessary.

Continue with improving the Gonzales Airport,
in order to expand Economic Development,

City of Gonzales – 820 N. St Joseph St-Gonzales, TX – 78629- (830) 672-2815

Submitted applications will be forwarded to the City Council for consideration and are also

Available to the public under the guidelines of the Texas Public Information Act.

Please contact the City Secretary if you have questions about this process.

as well as tourism.

Do you currently serve on a City of Gonzales board or commission? Yes _____ No ☒

If yes, which one(s)? _____

How long? _____

Do you have any relatives who work for the City of Gonzales? Yes _____ No ☒

If so, who? _____

Do you receive any direct compensation or gain from the City of Gonzales? Yes _____ No ☒

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body? Yes _____ No ☒

If so, what type? _____

If selected by the Gonzales City Council, on which boards/commissions would you be willing to serve?

Please be specific. This application will remain active for one (1) year, unless you are appointed to a board or commission. You must reapply if you would like to be reappointed at the end of a term or to be considered for another board or commission.

1. Airport Advisory Board
2. _____
3. _____

SIGNATURE:

DATE:

Art J. O'Connell
12-23-2019

City of Gonzales – 820 N. St Joseph St-Gonzales, TX – 78629- (830) 672-2815
Submitted applications will be forwarded to the City Council for consideration and are also
Available to the public under the guidelines of the Texas Public Information Act.
Please contact the City Secretary if you have questions about this process.

RECEIVED
JAN 06 2020



COME AND TAKE IT

CITY OF GONZALES

ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE/APPLICATION

Name: John A Sample
Street Address: P.O. Box 545
City, State & Zip: Gonzales Texas 78629
Phone Number: (Home) 3615967142 (Business/Cell) 830 8575662
E-mail: john.sample0306@gmail.com
Employer: Self RA
Occupation: Rancher
Business Address: Same
How long have you been a resident of Gonzales? 1980
Are you a qualified voter of the City of Gonzales? NO

Please give a brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

Graduate of Smiley High School, four years of college at
Texas State University, 40 years of poultry producer with
Holly Farms and Tyson and a cow calf operation.

Please state why you wish to serve the City of Gonzales as a member of a board, commission or committee. Use attachments if necessary.

I wish to serve the city of Gonzales as a member of an ^{advisory} ~~advisory~~ board because I have had three airplanes - based

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and hangared at the Gonzales airport. I currently hold a private pilot/instrument rated license and feel that I can advise the City of Gonzales what is needed to better the airport and increase the safety of flying in and out of Gonzales airport.

Do you currently serve on a City of Gonzales board or commission? Yes _____ No ☒

If yes, which one(s)? _____

How long? _____

Do you have any relatives who work for the City of Gonzales? Yes _____ No ☒

If so, who? _____

Do you receive any direct compensation or gain from the City of Gonzales? Yes _____ No ☒

If so, what type? _____

Do you receive any direct compensation or gain from any governmental body? Yes _____ No ☒

If so, what type? _____

If selected by the Gonzales City Council, on which boards/commissions would you be willing to serve?

Please be specific. This application will remain active for ninety (90) days, unless you are appointed to a board or commission. You must reapply if you would like to be reappointed at the end of a term or to be considered for another board or commission.

1. Airport Advisory committee (+20) Gonzales
2. _____
3. _____

SIGNATURE:

John A Sample

DATE:

1-3-20

City of Gonzales – 820 N. St Joseph St-Gonzales, TX – 78629- (830) 672-2815
Submitted applications will be forwarded to the City Council for consideration and are also
Available to the public under the guidelines of the Texas Public Information Act.
Please contact the City Secretary if you have questions about this process.



COME AND TAKE IT

CITY OF GONZALES

ADVISORY BOARDS & COMMISSIONS QUESTIONNAIRE/APPLICATION

Name: MICHAEL TUCH
Street Address: 211 TITCOMB
City, State & Zip: GONZALES, TX 78629
Phone Number: (Home) (Business/Cell) 830-857-5316
E-mail: MGT5447@YH100.COM
Employer: TUCH TIME / SELF EMPLOYED
Occupation: TIME RETAIL/SERVICE — RENTAL PROPERTY
Business Address: 1301 E SARAH DEWITT GONZALES, TX 78629
How long have you been a resident of Gonzales? ~~2000~~ 47 YRS
Are you a qualified voter of the City of Gonzales? YES

Please give a brief background information about yourself, including education, past employment, and any special qualifications you have for serving on this board/commission. Use attachments if necessary.

I AM A GRADUATE OF GESP CLASS OF 1991 AND
HAVE A BACHELOR OF SCIENCE FROM TEXAS A&M UNIVERSITY.
I HAVE BEEN SELF EMPLOYED OWNER/OPERATOR OF TUCH
TIME SERVICE FOR 20 YEARS AND OWN RENTAL PROPERTY
IN GONZALES. I HAVE BEEN A PILOT FOR THE PAST
4 YEARS.

Please state why you wish to serve the City of Gonzales as a member of a board, commission or committee. Use attachments if necessary.

I WOULD LIKE TO SEE THE IMPROVEMENT OF THE AIRPORT
AND THE BENEFITS IT BRINGS TO THE COMMUNITY.

City of Gonzales – 820 N. St Joseph St-Gonzales, TX – 78629- (830) 672-2815

Submitted applications will be forwarded to the City Council for consideration and are also

Available to the public under the guidelines of the Texas Public Information Act.

Please contact the City Secretary if you have questions about this process.

Do you currently serve on a City of Gonzales board or commission? Yes _____ No X

If yes, which one(s)? _____

How long? _____

Do you have any relatives who work for the City of Gonzales? Yes _____ No X

If so, who? _____

Do you receive any direct compensation or gain from the City of Gonzales? Yes _____ No X

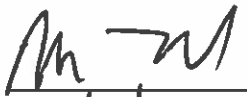
If so, what type? _____

Do you receive any direct compensation or gain from any governmental body? Yes _____ No X

If so, what type? _____

If selected by the Gonzales City Council, on which boards/commissions would you be willing to serve?
Please be specific. This application will remain active for ninety (90) days, unless you are appointed to a board or commission. You must reapply if you would like to be reappointed at the end of a term or to be considered for another board or commission.

1. AIRPORT Board
2. _____
3. _____

SIGNATURE: 
DATE: 1/2/2020

City of Gonzales – 820 N. St Joseph St-Gonzales, TX – 78629- (830) 672-2815
Submitted applications will be forwarded to the City Council for consideration and are also
Available to the public under the guidelines of the Texas Public Information Act.
Please contact the City Secretary if you have questions about this process.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on
Ordinance #2020-1 Authorizing Budget
Amendments for the 2019-2020 Fiscal Year
Budget

DATE: January 9, 2020

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

On September 12, 2019 the City Council of the City of Gonzales Approved the Operating Budget for the City of Gonzales for the Fiscal Year Beginning October 1, 2019 and ending September 30, 2020.

Budget Amendment #1

The City Council of the City of Gonzales approved Resolution 2019-14 Authorizing the City Manager to Execute a Purchase Agreement for a large brush truck/tender for the Gonzales Fire Department on March 14, 2019 in the amount of \$265,000. The 2018-2019 budget was adopted on September 13, 2018 and the amount was allocated in Account #100-7-301.608. The Fire Department will receive a reimbursement check from Texas Forest Service in the amount of \$200,000 once the truck is received which they hope will be by the end of January. In addition, on June 14, 2019 they sold Engine 35 (2000 model International) for \$50,000, but that was in the previous budget year. The Fire Department was under the assumption that the truck would originally be delivered before the 2018-2019 budget ended, but it did not. So the \$265,000 that was saved in the 2018-2019 budget will be spent in the 2019-2020 budget.

Staff is requesting a Budget Amendment in the amount of \$265,000 for Account #100-7-301.608 to reflect the total cost of the truck and \$200,000 for Account# 100-4-409.916 for the reimbursement check they will receive. The difference will come from the fund balance of the General Fund.

Vehicles/Equipment	100-7-301.608	265,000.00
Texas Forest Service Grant	100-4-409.916	200,000.00

Budget Amendment #2

The City Council of the City of Gonzales approved Resolution 2019-102 authorizing the City Manager to execute a Contract with the Chamber of Commerce for the hosting and operations of the Gonzales Visitor Information Center in the amount of \$35,000. When the budget was

adopted, the City budgeted \$20,000 for the Hotel/Motel Fund Account# 500-7-811.412. Staff is requesting a Budget Amendment for this GL account in the amount of \$15,000 to reflect the Contract amount that Council approved. The Gonzales Convention and Visitor's Bureau reviewed the Budget and recommended to reduce the following accounts in order to increase the Visitor's Center Contract amount.

Visitor's Center	500-7-811.412	15,000.00
Main Street	500-7-811.415	-5,000.00
Travel & Training	500-7-811.430	-5,000.00
Promotional Items	500-7-811.519	-5,000.00

Budget Amendment #3

The City Council of the City of Gonzales approved Resolution 2019-41 accepting the proposals and awarding the Contract for the 2019 Utility Projects to M&C Fonseca Construction Company with contingency for the full amount of \$592,161. The 2018-2019 budget was adopted on September 13, 2018 and that amount was allocated among three accounts, Account# 220-7-720.650 for \$174,471, Account# 230-7-730.650 for \$294,200 and Account# 100-7-603.640 for \$123,490. The City Staff was under the assumption that this utility project was going to be completed before the 2018-2019 budget ended, but it did not. So the \$480,969.72 that was saved in the 2018-2019 budget will be spent in the 2019-2020 budget.

Staff is requesting a Budget Amendment in the amount of \$480,969.72 among the following accounts which will come from the fund balance of each fund.

Capital Replacement	220-7-720.650	174,471.00
Capital Replacement	230-7-730.650	191,577.72
Capital Improvement	100-7-603.640	114,921.00

Budget Amendment #4

The City Council of the City of Gonzales approved Resolution 2019-42 accepting the proposals and awarding the Contract for the 2019 Street Improvement Projects to Diamond X Contracting, Inc with contingency for the full of \$400,200. The 2018-2019 budget was adopted on September 13, 2018 and that amount was allocated in Account# 100-7-603.640. The City Staff was under the assumption that this street improvement project was going to be completed before the 2018-2019 budget ended, but it did not. So the \$40,407.02 that was saved in the 2018-2019 budget will be spent in the 2019-2020 budget.

Staff is requesting a Budget Amendment in the amount of \$40,407.02 for Account #100-7-603.640 which will come from the fund balance of the General Fund.

Capital Improvement	100-7-603.640	40,407.02
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Budget Amendment #5

The City Council of the City of Gonzales approved Resolution 2019-99 Accepting the proposals and awarding the Contract for the 2020 Insurance Provider for Health, Dental, Vision and Life Insurance to United Healthcare. The Health Insurance Plan that Council decided on will cost the City of Gonzales \$548.60 per employee per month. The 2019-2020 budget was adopted on September 12, 2019 and the amount that was allocated for each employee was \$512.92 for each month. Due to the fact that October through December will be at the old rate, a budget amendment will only be needed for 9 of the 12 months in the budget.

Staff is requesting a Budget Amendment in the amount of \$33,396.48 among the following accounts which will come from the fund balance of each fund.

Medical Insurance	100-7-102.114	642.24
Medical Insurance	100-7-103.114	963.36
Medical Insurance	100-7-105.114	321.12
Medical Insurance	100-7-107.114	963.36
Medical Insurance	100-7-108.114	321.12
Medical Insurance	100-7-109.114	963.36
Medical Insurance	100-7-201.114	2,890.08
Medical Insurance	100-7-206.114	642.24
Medical Insurance	100-7-301.114	3,211.20
Medical Insurance	100-7-501.114	8,670.24
Medical Insurance	100-7-504.114	321.12
Medical Insurance	100-7-550.114	642.24
Medical Insurance	100-7-603.114	2,247.84
Medical Insurance	100-7-650.114	1,284.48
Medical Insurance	100-7-660.114	321.12
Medical Insurance	203-7-203.114	1,926.72
Medical Insurance	210-7-710.114	642.24
Medical Insurance	210-7-750.114	1,284.48
Medical Insurance	220-7-720.114	1,605.60
Medical Insurance	230-7-730.114	2,247.84
Medical Insurance	240-7-740.114	642.24
Medical Insurance	500-7-811.114	321.12
Medical Insurance	700-7-700.114	321.12

POLICY CONSIDERATIONS:

Approval of these budget amendments is consistent with current policy.

FISCAL IMPACT:

This Ordinance will amend the budget.

ATTACHMENTS:

Please see Exhibit “A” for a listing of the budget amendments.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this ordinance.

ORDINANCE NO. 2020-1

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, APPROVING A BUDGET AMENDMENT TO THE OPERATING BUDGET FOR THE CITY OF GONZALES FOR FISCAL YEAR OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING 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, amendments to said budget have been deemed necessary as itemized in "Exhibit A" attached hereto and made a part hereof; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby amends the budget for the 2019-20 fiscal year as set forth in the Attached "Exhibit A", which is fully incorporated herein by reference.

Section 2. That this Ordinance shall be cumulative of all provisions of the City of Gonzales, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the more restrictive shall apply.

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

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

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

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

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

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

PASSED AND APPROVED this 9th day of January, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

Budget Amendment #1

The City Council of the City of Gonzales approved Resolution 2019-14 Authorizing the City Manager to Execute a Purchase Agreement for a large brush truck/tender for the Gonzales Fire Department on March 14, 2019 in the amount of \$265,000. The 2018-2019 budget was adopted on September 13, 2018 and the amount was allocated in Account #100-7-301.608. The Fire Department will receive a reimbursement check from Texas Forest Service in the amount of \$200,000 once the truck is received which they hope will be by the end of January. In addition, on June 14, 2019 they sold Engine 35 (2000 model International) for \$50,000, but that was in the previous budget year. The Fire Department was under the assumption that the truck would originally be delivered before the 2018-2019 budget ended, but it did not. So the \$265,000 that was saved in the 2018-2019 budget will be spent in the 2019-2020 budget.

Staff is requesting a Budget Amendment in the amount of \$265,000 for Account #100-7-301.608 to reflect the total cost of the truck and \$200,000 for Account# 100-4-409.916 for the reimbursement check they will receive. The difference will come from the fund balance of the General Fund.

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Texas Forest Service Grant	100-4-409.916	200,000.00

Budget Amendment #2

The City Council of the City of Gonzales approved Resolution 2019-102 authorizing the City Manager to execute a Contract with the Chamber of Commerce for the hosting and operations of the Gonzales Visitor Information Center in the amount of \$35,000. When the budget was adopted, the City budgeted \$20,000 for the Hotel/Motel Fund Account# 500-7-811.412. Staff is requesting a Budget Amendment for this GL account in the amount of \$15,000 to reflect the Contract amount that Council approved. The Gonzales Convention and Visitor's Bureau reviewed the Budget and recommended to reduce the following accounts in order to increase the Visitor's Center Contract amount.

Visitor's Center	500-7-811.412	15,000.00
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Promotional Items	500-7-811.519	-5,000.00

Budget Amendment #3

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completed before the 2018-2019 budget ended, but it did not. So the \$480,969.72 that was saved in the 2018-2019 budget will be spent in the 2019-2020 budget.

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Staff is requesting a Budget Amendment in the amount of \$40,407.02 for Account #100-7-603.640 which will come from the fund balance of the General Fund.

Capital Improvement	100-7-603.640	40,407.02
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Budget Amendment #5

The City Council of the City of Gonzales approved Resolution 2019-99 Accepting the proposals and awarding the Contract for the 2020 Insurance Provider for Health, Dental, Vision and Life Insurance to United Healthcare. The Health Insurance Plan that Council decided on will cost the City of Gonzales \$548.60 per employee per month. The 2019-2020 budget was adopted on September 12, 2019 and the amount that was allocated for each employee was \$512.92 for each month. Due to the fact that October through December will be at the old rate, a budget amendment will only be needed for 9 of the 12 months in the budget.

Staff is requesting a Budget Amendment in the amount of \$33,396.48 among the following accounts which will come from the fund balance of each fund.

Medical Insurance	100-7-102.114	642.24
Medical Insurance	100-7-103.114	963.36
Medical Insurance	100-7-105.114	321.12
Medical Insurance	100-7-107.114	963.36
Medical Insurance	100-7-108.114	321.12
Medical Insurance	100-7-109.114	963.36
Medical Insurance	100-7-201.114	2,890.08
Medical Insurance	100-7-206.114	642.24

Medical Insurance	100-7-301.114	3,211.20
Medical Insurance	100-7-501.114	8,670.24
Medical Insurance	100-7-504.114	321.12
Medical Insurance	100-7-550.114	642.24
Medical Insurance	100-7-603.114	2,247.84
Medical Insurance	100-7-650.114	1,284.48
Medical Insurance	100-7-660.114	321.12
Medical Insurance	203-7-203.114	1,926.72
Medical Insurance	210-7-710.114	642.24
Medical Insurance	210-7-750.114	1,284.48
Medical Insurance	220-7-720.114	1,605.60
Medical Insurance	230-7-730.114	2,247.84
Medical Insurance	240-7-740.114	642.24
Medical Insurance	500-7-811.114	321.12
Medical Insurance	700-7-700.114	321.12

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: January 9, 2020

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The City was contacted by a representative from the Texas Water Development Board regarding the City's Floodplain Damage Prevention Ordinance. They desired to review the ordinance to ensure that it was in order and updated prior to the new Flood Plain Maps going into effect on January 22, 2020. During the review they noted two sections that needed to be updated which have also been reviewed and approved by FEMA.

POLICY CONSIDERATIONS:

As per Section 16.3145 the governing body of each city and county shall adopt ordinances or orders, as appropriate, necessary for the city or county to be eligible to participate in the National Flood Insurance Program.

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests the approval of the ordinance.

AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2020-2 Amending Section 3.602 Findings of Fact, 3.606 Lands to Which this Article Applies, 3.607 Basis for Establishing the Areas of Special Flood Hazard, 3.652 Specific Standards, 3.654 Standards for Areas of Shallow Flooding (AO/AH Zones) and Section 3.655 Floodways of the City of Gonzales Code of Ordinances

ORDINANCE NO. 2020-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AMENDING SECTION 3.602 FINDINGS OF FACT, 3.606 LANDS TO WHICH THIS ARTICLE APPLIES, 3.607 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, 3.652 SPECIFIC STANDARDS, 3.654 STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES) AND SECTION 3.655 FLOODWAYS OF THE CITY OF GONZALES CODE OF ORDINANCES, PROVIDING A CUMULATIVE CLAUSE AND SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, as per Section 16.3145 of the Water Code, the governing body of each city and county shall adopt ordinances or orders, as appropriate, necessary for the city or county to be eligible to participate in the National Flood Insurance Program; and

WHEREAS, the current ordinance regulating flood damage prevention for the City of Gonzales was adopted by City Council in 2010; and

WHEREAS, the Texas Water Development Board suggested amending the current ordinance to reflect the suggested amendments approved by FEMA; and

WHEREAS, the City Council finds and determines that the amendments provided for herein are necessary to protect the public health, safety and welfare; and

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

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

Section 2. Amendment. The City of Gonzales' Code of Ordinances, Section 3.602 "Findings of Fact", 3.606 "Lands to Which this Article Applies", 3.607 "Basis for Establishing the Areas of Special Flood Hazard", 3.652 "Specific Standards", 3.654 "Standards for Areas of Shallow Flooding (AO/AH Zones)" and Section 3.655 "Floodways", is amended as set forth in the attached Exhibit A, incorporated herein for all purposes.

Section 3. Cumulative and Conflicts. This Ordinance shall be cumulative of all provisions of ordinances of the City of Gonzales, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in conflict herewith are repealed.

Section 4. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such

unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this 9th day of January, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

AMEND FLOOD DAMAGE PREVENTION OF THE CITY OF GONZALES, TEXAS, CHAPTER 3, BUILDING REGULATIONS, ARTICLE 3.600, SECTION 3.602 FINDINGS OF FACT, 3.606 LANDS TO WHICH THIS ARTICLE APPLIES, 3.607 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, 3.652 SPECIFIC STANDARDS, 3.654 STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES) AND SECTION 3.655 FLOODWAYS, AS PROVIDE BELOW. DELETIONS ARE NOTED AS ~~STRIKETHROUGH~~ AND ADDITIONS ARE NOTED AS UNDERLINED:

EXHIBIT A

ARTICLE 3.600 FLOOD DAMAGE PREVENTION

Sec. 3.602 Findings of Fact

(a) The flood hazard areas of the city of Gonzales are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

Sec. 3.606 Lands to Which This Article Applies

This article shall apply to all areas of special flood hazard within the jurisdiction of ~~the city~~ the City of Gonzales.

Sec. 3.607 Basis for Establishing the Areas of Special Flood Hazard

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, The Flood Insurance Study (FIS) for ~~City of~~ Gonzales County dated ~~December 3, 2010~~ January 22, 2020, with accompanying Flood Insurance Rate Maps (FIRM) ~~and/or Flood Boundary Floodway Maps (FIRM and/or FBFM)~~ dated January 22, 2020 dated ~~December 3, 2010~~, and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

Sec. 3.652 Specific Standards

When a residential or nonresidential structure is intended to be constructed in an approximate A zone, a BFE must be determined by using the same engineering standards and methods that are used to develop BFEs in a flood insurance study (FIS). In all areas of special flood hazards where base flood elevation data has been provided as set forth in [section 3.607](#), [section 3.632](#)(8), or [section 3.653](#)(c), the following provisions are required:

- (1) Residential Construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to a

minimum of 12 inches or 1 foot above the base flood elevation. ~~Elevated to or above the base flood elevation.~~ A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in [section 3.633\(a\)\(1\)](#), is satisfied.

(A) If a new or substantially improved residential structure is constructed outside the SFHA but is within 1 foot of the centerline of a known but unmapped water course (including an intermittent water course on the community's FIRM, then it shall be elevated so that the lowest floor (including basement) is a minimum of 12 inches or 1 foot above the highest adjacent grade.

(B) All residential structures that are constructed outside the SFHA shall be elevated 12 inches or 1 foot above the highest adjacent grade.

(2) **Nonresidential Construction.** New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to a minimum of 12 inches or 1 foot above the base flood ~~level-elevation~~ or together with attendant utility and sanitary facilities, be designed so that below the base flood **elevation** level the structure is watertight to a minimum level of 12 inches or 1 foot above the BFE with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

Section 3.652 Specific Standards

(C) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so that either:

(i) The lowest floor of the manufactured home **is elevated to a minimum of 12 inches or 1 foot above the base flood level** ~~at or above the base flood elevation~~; or

(ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

Sec. 3.654 Standard for Areas of Shallow Flooding (AO/AH Zones)

Located within the areas of special flood hazard established in [section 3.607](#), are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) **elevated to a minimum of 12 inches or 1 foot above the base flood level** ~~elevated to or above the base flood elevation~~ or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified). They also shall have the ductwork, and exposed plumbing and electrical components elevated 12 inches or 1 foot above the BFE.

Sec. 3.655 Floodways

Located within areas of special flood hazard established in [section 3.607](#), are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (1) Fill material of any kind is prohibited within the regulatory floodway as delineated on the community's FIRM.
- (2) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the ~~SFHA~~ **adopted regulatory floodway** unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (3) If subsection (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.
- (4) Under the provisions of 44 CFR chapter 1, section 65.12, of the National Flood Insurance Program regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by section 65.12.

CITY OF GONZALES FINANCIALS

January 9, 2020

FINANCIAL REPORTS FOR FUNDS

CASH & INVESTMENT BY FUND

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2019

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	164,503.82	621,699.71	22.76	0.00	2,109,686.29
402-FRANCHISE REVENUE	1,948,150.00	11,491.44	345,162.80	17.72	0.00	1,602,987.20
403-LICENSE/FEE/PERMITS	59,500.00	5,343.09	15,047.60	25.29	0.00	44,452.40
404-PARKS FEES REVENUE	193,850.00	9,560.20	41,819.78	21.57	0.00	152,030.22
405-MUNICIPAL COURT REVEN	116,932.00	4,248.45	11,945.49	10.22	0.00	104,986.51
406-MISCELLANEOUS REVENUE	763,852.00	18,106.59	55,339.69	7.24	0.00	708,512.31
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	45,000.00	0.00	5,877.09	13.06	0.00	39,122.91
409-OTHER FINANCING REVEN	318,273.00	0.00	23,348.06	7.34	0.00	294,924.94
410-TRANSFERS	2,436,066.00	1,000.00	462,580.84	18.99	0.00	1,973,485.16

*** TOTAL REVENUES ***	8,613,009.00	214,253.59	1,582,821.06	18.38	0.00	7,030,187.94

EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	87,359.00	3,545.20	16,474.40	18.86	0.00	70,884.60
102-CITY MANAGER DEPART	241,764.00	20,256.10	61,867.52	25.72	302.16	179,594.32
103-COMMUNITY DEVELOPMENT	235,703.00	13,643.85	40,767.97	17.30	0.00	194,935.03
104-NON-DEPARTMENTAL	776,632.00	28,953.11	120,261.23	15.65	1,290.75	655,080.02
105-MAIN STREET DEPARTMEN	176,905.00	4,759.69	19,012.61	10.75	0.00	157,892.39
106-ECONOMIC DEVELOPMENT	0.00	0.00	4.95	0.00	0.00	(4.95)
107-BUILDING MAINTENANCE	226,759.00	10,591.12	48,041.96	21.19	0.00	178,717.04
108-CITY SECRETARY DEP	134,983.00	6,988.37	25,503.51	18.89	0.00	109,479.49
109-FINANCE DEPARTMENT	258,062.00	23,863.56	71,136.88	27.63	159.75	186,765.37
110-HOTEL/MOTEL	0.00	0.00	116.12	0.00	0.00	(116.12)
201-PARKS DEPARTMENT	715,602.00	35,449.65	136,258.13	22.89	27,520.01	551,823.86
202-SWIMMING POOL DEPARTM	37,249.00	0.00	441.40	1.18	0.00	36,807.60
204-RECREATION DEPARTMENT	12,194.00	0.00	163.66	1.34	0.00	12,030.34
206-INDEPENDENCE GOLF CO	270,608.00	10,903.18	69,331.80	25.62	0.00	201,276.20
301-FIRE DEPARTMENT	1,267,157.00	63,669.66	239,392.47	38.99	254,642.03	773,122.50
501-POLICE DEPARTMENT	2,490,311.00	160,323.55	625,267.74	25.11	0.00	1,865,043.26
504-ANIMAL CONTROL DEPART	156,709.00	9,204.09	34,593.30	22.07	0.00	122,115.70
550-MUNICIPAL COURT DEPT.	188,194.00	5,430.87	32,505.81	17.27	0.00	155,688.19
602-AIRPORT DEPARTMENT	92,100.00	110.77	18,536.00	20.13	0.00	73,564.00
603-STREETS DEPARTMENT	772,203.00	34,090.84	238,154.04	61.83	239,267.81	294,781.15
650-LIBRARY DEPARTMENT	275,507.00	18,522.40	67,687.31	24.57	0.00	207,819.69
660-MUSEUM DEPARTMENT	144,374.00	5,780.31	24,478.42	16.95	0.00	119,895.58

*** TOTAL EXPENDITURES ***	8,560,375.00	456,086.32	1,889,997.23	28.19	523,182.51	6,147,195.26

** REVENUES OVER(UNDER) EXPENDITURES **	52,634.00	(241,832.73)	(307,176.17)	577.61-	(523,182.51)	882,992.68

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2019

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	8,295.00	73,132.50	11.37	0.00	570,010.50
406-MISCELLANEOUS REVENUE	7,968.00	0.00	0.00	0.00	0.00	7,968.00
*** TOTAL REVENUES ***	651,111.00	8,295.00	73,132.50	11.23	0.00	577,978.50
EXPENDITURE SUMMARY						
203-JB WELLS PARK	703,747.00	24,125.24	117,399.72	17.65	6,792.00	579,555.28
*** TOTAL EXPENDITURES ***	703,747.00	24,125.24	117,399.72	17.65	6,792.00	579,555.28
** REVENUES OVER(UNDER) EXPENDITURES **	(52,636.00)	(15,830.24)	(44,267.22)	97.00	(6,792.00)	(1,576.78)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2019

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	709,030.86	2,483,047.53	22.70	0.00	8,456,802.47
750-REVENUE COLLECTION	221,727.00	1,531.06	48,117.59	21.70	0.00	173,609.41
809-HYDRO PLANT CONST.	100.00	0.00	85.84	85.84	0.00	14.16
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*** TOTAL REVENUES ***	11,161,677.00	710,561.92	2,531,250.96	22.68	0.00	8,630,426.04
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EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,735,618.00	54,961.37	1,356,135.54	12.63	0.00	9,379,482.46
750-REVENUE COLLECTIONS	256,485.00	14,925.15	62,729.71	24.46	0.00	193,755.29
809-HYDRO PLANT CONST.	225,000.00	138,638.04	242,701.54	107.87	0.00	(17,701.54)
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*** TOTAL EXPENDITURES ***	11,217,103.00	208,524.56	1,661,566.79	14.81	0.00	9,555,536.21
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** REVENUES OVER(UNDER) EXPENDITURES **	(55,426.00)	502,037.36	869,684.17	569.09-	0.00	(925,110.17)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2019

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	151,581.49	516,344.97	23.83	0.00	1,650,255.03
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*** TOTAL REVENUES ***	2,166,600.00	151,581.49	516,344.97	23.83	0.00	1,650,255.03
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	1,975,636.00	27,926.08	498,103.32	25.83	12,118.96	1,465,413.72
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
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*** TOTAL EXPENDITURES ***	1,975,636.00	27,926.08	498,103.32	25.83	12,118.96	1,465,413.72
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	190,964.00	123,655.41	18,241.65	3.21	(12,118.96)	184,841.31
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2019

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	95,980.78	311,007.11	21.39	0.00	1,142,992.89
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL REVENUES ***	1,454,000.00	95,980.78	311,007.11	21.39	0.00	1,142,992.89
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,330,102.00	31,731.00	425,626.32	34.29	30,420.00	874,055.68
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
*** TOTAL EXPENDITURES ***	1,330,102.00	31,731.00	425,626.32	34.29	30,420.00	874,055.68
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
** REVENUES OVER (UNDER) EXPENDITURES **	123,898.00	64,249.78	(114,619.21)	117.06-	(30,420.00)	268,937.21
	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2019

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	76,498.00	231,096.01	25.43	0.00	677,753.99
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*** TOTAL REVENUES ***	908,850.00	76,498.00	231,096.01	25.43	0.00	677,753.99
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EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	863,712.00	7,464.81	168,102.11	19.46	0.00	695,609.89
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*** TOTAL EXPENDITURES ***	863,712.00	7,464.81	168,102.11	19.46	0.00	695,609.89
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** REVENUES OVER(UNDER) EXPENDITURES **	45,138.00	69,033.19	62,993.90	139.56	0.00	(17,855.90)
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2019

300-CAPITAL PROJECTS

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
300-CAPITAL PROJECTS	125,000.00	0.00	17,496.74	14.00	0.00	107,503.26
*** TOTAL REVENUES ***	125,000.00	0.00	17,496.74	14.00	0.00	107,503.26
EXPENDITURE SUMMARY						
301-STREETS	2,194,800.00	13,430.00	13,430.00	0.61	0.00	2,181,370.00
302-WASTEWATER	1,134,000.00	3,625.00	3,625.00	0.32	0.00	1,130,375.00
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	2,367,629.00	6,798.71	139,240.87	5.88	0.00	2,228,388.13
*** TOTAL EXPENDITURES ***	5,696,429.00	23,853.71	156,295.87	2.74	0.00	5,540,133.13
** REVENUES OVER (UNDER) EXPENDITURES **	(5,571,429.00)	(23,853.71)	(138,799.13)	2.49	0.00	(5,432,629.87)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2019

400-DSF GOVERNMENT ACTIVITIES

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
400-DSF GOVERNMENT ACT.	1,047,510.00	0.00	258,132.64	24.64	0.00	789,377.36
*** TOTAL REVENUES ***	1,047,510.00	0.00	258,132.64	24.64	0.00	789,377.36
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,046,860.00	0.00	0.00	0.00	0.00	1,046,860.00
*** TOTAL EXPENDITURES ***	1,046,860.00	0.00	0.00	0.00	0.00	1,046,860.00
** REVENUES OVER(UNDER) EXPENDITURES **	650.00	0.00	258,132.64	712.71	0.00	(257,482.64)

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: DECEMBER 31ST, 2019

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	31,848.72	123,094.84	34.19	0.00	236,905.16
812-MEMORIAL MUSEUM	12,440.00	700.00	3,882.22	31.21	0.00	8,557.78
813-FORFEITURES	10,650.00	0.00	1,895.19	17.80	0.00	8,754.81
814-MUNICIPAL COURT	6,600.00	190.09	829.39	12.57	0.00	5,770.61
815-ROBERT L BROTHERS	93,745.00	1,000.00	8,952.93	9.55	0.00	84,792.07
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*** TOTAL REVENUES ***	483,435.00	33,738.81	138,654.57	28.68	0.00	344,780.43
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EXPENDITURE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL MOTEL	458,124.00	13,660.38	76,440.40	16.69	0.00	381,683.60
812-MEMORIAL MUSEUM	25,000.00	0.00	2,408.29	9.63	0.00	22,591.71
813-FORFEITURES	17,000.00	0.00	0.00	0.00	0.00	17,000.00
814-MUNICIPAL COURT	19,000.00	0.00	0.00	0.00	0.00	19,000.00
815-ROBERT L BROTHERS	43,700.00	46.33	12,174.51	27.86	0.00	31,525.49
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*** TOTAL EXPENDITURES ***	562,824.00	13,706.71	91,023.20	16.17	0.00	471,800.80
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** REVENUES OVER(UNDER) EXPENDITURES **	(79,389.00)	(20,032.10)	(47,631.37)	(60.00-)	0.00	(127,020.37)
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C I T Y O F G O N Z A L E S
 FINANCIAL STATEMENT
 AS OF: DECEMBER 31ST, 2019

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	71,600.07	237,488.90	22.99	0.00	795,511.10
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*** TOTAL REVENUES ***	1,033,000.00	71,600.07	237,488.90	22.99	0.00	795,511.10
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EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,322,895.00	12,573.09	157,986.27	11.94	0.00	1,164,908.73
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*** TOTAL EXPENDITURES ***	1,322,895.00	12,573.09	157,986.27	11.94	0.00	1,164,908.73
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** REVENUES OVER (UNDER) EXPENDITURES **	(289,895.00)	59,026.98	79,502.63	27.42-	0.00	(369,397.63)
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FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
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100-GENERAL FUND

CASH

100 1-001.000	CASH - GENERAL FUND	60,620.85	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	57,922.33	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	

TOTAL CASH		118,543.18	
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INVESTMENTS

100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		275,301.40
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		12,784.34
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00

TOTAL INVESTMENTS			288,085.74
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POOLED INVESTMENTS

100 1-104.000	TEXPOOL - GENERAL FUND		0.00
100 1-104.002	TEXPOOL- GENERAL FUND		1,264,728.56
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			1,264,728.56
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TOTAL 100-GENERAL FUND		118,543.18	1,552,814.30
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203-JB WELLS FUND

CASH

203 1-001.000	CASH - JB WELLS	(182,701.58)	
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TOTAL CASH		(182,701.58)	
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TOTAL 203-JB WELLS PARK FUND		(182,701.58)	0.00
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210-ELECTRIC FUND

CASH

210 1-001.000	CASH - ELECTRIC FUND	1,435,720.18	
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 & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2019 DECEMBER 31ST, 2019

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
210 1-001.606	CASH CUSTOMER METER DEPOSIT	174,033.50	
TOTAL CASH		1,609,753.68	
<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		271,128.02
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			271,128.02
<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		1,770,619.96
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00
TOTAL POOLED INVESTMENTS			1,770,619.96
TOTAL 210-ELECTRIC FUND		1,609,753.68	2,041,747.98

220-WATER FUND

CASH

220 1-001.000	CASH - WATER FUND	419,634.27
220 1-001.606	CASH CUSTOMER METER DEPOSITS	15,254.00
TOTAL CASH		434,888.27

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	101,178.33
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL	0.00
TOTAL POOLED INVESTMENTS		101,178.33
TOTAL 220-WATER FUND		434,888.27

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2019 DECEMBER 31ST, 2019

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	175,860.39	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	0.00	

TOTAL CASH		175,860.39	
<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		272,623.47

TOTAL INVESTMENTS			272,623.47
<u>POOLED INVESTMENTS</u>			
230 1-104.000	TEXPOOL - WASTEWATER		0.00
230 1-104.002	TEXPOOL- WASTEWATER FUND		505,891.46

TOTAL POOLED INVESTMENTS			505,891.46

TOTAL 230-WASTEWATER FUND		175,860.39	778,514.93
240-SOLID WASTE			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	55,077.74	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	

TOTAL CASH		55,077.74	
<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		55,077.74	0.00

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2019 DECEMBER 31ST, 2019

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

	TOTAL CASH	0.00	

	TOTAL 250-DSF PROPRIETARY	0.00	0.00
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300-CAPITAL PROJECTS			
=====			
<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		2,193,173.23
300 1-104.102	CASH-CO SERIES 2019 CIP W/W		1,136,473.44
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		2,255,907.35
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		83,706.73

	TOTAL POOLED INVESTMENTS		5,669,260.75

	TOTAL 300-CAPITAL PROJECTS	0.00	5,669,260.75
<hr/>			
400-DSF GOVERNMENTAL ACTI			
=====			
<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	317,307.86	

	TOTAL CASH	317,307.86	

	TOTAL 400-DSF GOVERNMENT ACTIVITIES	317,307.86	0.00
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500-RESTRICTED USE FUNDS			
=====			
<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCT	(2,141.22)	
500 1-001.501	CASH - TEXAS CAPITAL	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	831,370.68	
500 1-001.503	CASH - MUSEUM FUNDS	19,443.77	

CASH & INVESTMENTS BY FUND

AS OF: DECEMBER 31ST, 2019 DECEMBER 31ST, 2019

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500 1-001.504	CASH - FORFEITURES	28,744.77	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	16,285.41	
500 1-001.506	CASH - MUN CRT SECURITY	26,526.98	
500 1-001.507	CASH - MUN CRT TECH	4,220.60	
500 1-001.508	CASH - SPECIAL EXPENSE	6,582.23	
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	113,035.32	
TOTAL CASH		1,044,068.54	
TOTAL 500-RESTRICTED USE FUNDS		1,044,068.54	0.00

700-COMPONENT UNIT

CASH

700 1-001.000	CASH -CONTROL ACCOUN T	(3,370.78)
700 1-001.101	CASH - ECONOMIC DEV CORP	2,916,549.87
TOTAL CASH		2,913,179.09

INVESTMENTS

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

POOLED INVESTMENTS

700 1-104.000	TEXPOOL - ECONOMIC DEV	0.00
TOTAL POOLED INVESTMENTS		0.00
TOTAL 700-GONZALES ECONOMIC DEV		2,913,179.09

FUND TOTAL OTHER INVESTMENTS	831,837.23
FUND TOTAL POOLED INVESTMENTS	9,311,679.06

TOTAL CASH AND INVESTMENTS	6,485,977.17	10,143,516.29
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*** END OF REPORT ***