

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA – FEBRUARY 13, 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 Officers: Alejandro Gonzalez, Cody Thomas & Jason Hinds
- 1.2 Discuss, Consider & Possible Action on a Resolution directing staff regarding the disposition of the old library structure located at 415 St. Matthew

CONSENT AGENDA ITEMS

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

- 2.1 **Minutes** - Approval of the minutes for the Regular Meeting of January 9, 2020 and Special Called Meeting of January 23, 2020
- 2.2 Acknowledging Receipt of the 2019 Annual Racial Profiling Report
- 2.3 Discuss, Consider & Possible Action on **Resolution #2020-10** Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales
- 2.4 Discuss, Consider & Possible Action on **Resolution #2020-11** Authorizing the City Manager or his designee to enter into an agreement with the Texas Department of Public Safety "DPS"
- 2.5 Discuss, Consider & Possible Action on **Resolution #2020-12** Authorizing the purchase of two Chevrolet Trucks for the Electric Department in an amount not to exceed \$48,757.00
- 2.6 Discuss, Consider & Possible Action on **Resolution #2020-13** Authorizing the City Manager to Execute a Contract between the City of Gonzales and the Gonzales County Mental Health Advisory Board

- 2.7 Discuss, Consider & Possible Action on **Resolution #2020-14** Authorizing Gonzales Main Street's Use of Confederate Square including the Parking Lot, Designated Street Closures, Closure of the Brickyard Area at Independence Park, and Sale and Consumption of Alcoholic Beverages for the Annual Main Street Concert Series and Star Spangled Spectacular on June 5, 12, 19, 26, and July 4, 2020
- 2.8 Discuss, Consider & Possible Action on **Resolution #2020-15** Authorizing the City Manager to Execute an Agreement with Jay Hilscher DBA Lone Star Relays, LLC. for the Street Closures, Consumption of Alcohol on Public Property and the Recommendation for Funding from the Gonzales Convention and Visitor Bureau in the amount of \$2,500.00 for the Texas Independence Relay on March 27-28, 2020
- 2.9 Discuss, Consider & Possible Action on **Resolution #2020-16** Authorizing the City Manager or designee to Submit, and Accept if Awarded, an Application and Associated Documents to the Homeland Security Grant Program (HSGP) for \$40,000.00 in HSGP grant funds for Equipment
- 2.10 Discuss, Consider & Possible Action on **Resolution #2020-17** Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Edward Byrnes Memorial Justice Assistance Grant (JAG) for \$14,000.00 in JAG grant funds for Software
- 2.11 Discuss, Consider & Possible Action on **Resolution #2020-18** Authorizing the Use of Texas Heroes Square Including the Parking Lot for the Gonzales Master Gardener's Annual Spring Plant Sale on March 28, 2020

RESOLUTIONS

- 3.1 Discuss, Consider, and Possible Action on **Resolution #2020-19** Approving a First Amendment to Loan Agreement by and Between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC, A Texas Limited Liability Company and Historic Hospitality Management, LLC, A Texas Limited Liability Company
- 3.2 Discuss, Consider, and Possible Action on **Resolution #2020-20** Approving a Second Amendment to Loan Agreement by and Between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC, A Texas Limited Liability Company and Historic Hospitality Management, LLC, A Texas Limited Liability Company
- 3.3 Discuss, Consider & Possible Action on **Resolution #2020-21** Authorizing the City Manager to Extend the Depository Agreement for an additional two years with Sage Capital Bank
- 3.4 Discuss, Consider & Possible Action on **Resolution #2020-22** Authorizing approval of the proposal from Mark Metzler Welding, LLC and to provide direction as to funding of project
- 3.5 Discuss, Consider & Possible Action on **Resolution #2020-23** Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League
- 3.6 Discuss, Consider & Possible Action on **Resolution #2020-24** Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League
- 3.7 Discuss, Consider & Possible Action on **Resolution #2020-25** Adopting the Gonzales County Election Voting System And Software as Required by Chapter 123 of the Texas Election Code; Approving Express Vote Universal Voting System, Election Day Voting And Provisional Ballots In All Future Elections; Approving the Mayor's Execution of any Documents Necessary to use the Designated Voting System and take any additional actions reasonably necessary therewith

ORDINANCES

- 4.1 Discuss, Consider & Possible Action on **Ordinance #2020-3** Ordering a General Municipal Election to be Held on May 2, 2020, for the Purpose of Electing One City Councilmember for Single Member District No. 3 and One City Councilmember for Single Member District No. 4; providing for early voting; providing for other matters relating to the election
- 4.2 Discuss, Consider & Possible Action on **Ordinance #2020-4** Amending Sections 9.416 General Order and 9.418 Agenda Officer of the City of Gonzales Code of Ordinances
- 4.3 Discuss, Consider & Possible Action on **Ordinance #2020-5** Amending Chapter 6, Health and Sanitation, Article 6.100 Garbage and Trash; and Amending the Rates and Fees for the Collection Services Contemplated Therein

RESOLUTION

- 5.1 Discuss, Consider & Possible Action on **Resolution #2020-26** Authorizing the City Manager to Execute an Agreement with Frontier Access, LLC (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services

STAFF/BOARD REPORTS

- 6.1 Financial Report for the Month of January 2020 & Quarterly Investment Report 12/31/2019
- 6.2 City Manager, Tim Patek will update the City Council on the following: Tank #2 Rehab Project; Streambank Protection Independence Park Project; CDBG / GLO Grant Project; Hydro Plant Ribbon Cutting Ceremony; Certified Public Management Class at Texas State; Texas City Manager's Association Clinic

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

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 February 13, 2020, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 10th day of February, 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.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on a Resolution directing staff regarding the disposition of the old library structure located at 415 St. Matthew

DATE: February 13, 2020

TYPE AGENDA ITEM:

Oral Resolution

BACKGROUND:

In 2017 council requested staff to obtain quotes to repair the old library located at 415 St. Matthew. The repairs included a two ton heat pump in the west zone of the library, installing a new roof, and fixing the foundation. The aggregate repair cost was approximately \$80,000.

During the 2018-2019 fiscal year budget workshop, City Council requested staff to obtain quotes for the preparation of an asbestos survey and removal as well as the demo of the structure. Staff was able to locate a Comprehensive Asbestos Inspection report completed by Environmental/Occupational Solutions Corporation that was completed in October of 1996. Through reviewing the inspection report it was determined that the asbestos abatement was completed at that time. Staff received four quotes in September of 2019 for the demolition of the structure that ranged from \$19,515 to \$40,540. Staff contacted the individuals that submitted quotes at that time to verify if they would still be honored and three contractors responded that they would indeed be honored. The three quotes were from Elstner Dozer Service, LLC and Fred's Contract Services, LLC. and Durrett Sand & Gravel, LLC.

POLICY CONSIDERATIONS

Although both amounts were under the required threshold for City Council approval staff would like direction from Council prior to demolishing the structure.

FISCAL IMPACT:

The funds are currently budgeted within the 2019-2020 Fiscal Year Budget in Non-Departmental; Special Contracts GL Account 100-7-404.411 which has a budgeted balance of \$30,000.00 to contract out for the demolition and hauling off of debris and \$5,000.00 to contract out for preparation of asbestos survey and removal.

ATTACHMENTS

Contract Pricing- Elstner Dozer Service, LLC; Fred's Contract Services, LLC. and Durrett Sand & Gravel, LLC.

STAFF RECOMMENDATION:

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

ELSTNER DOZER SERVICE, LLC

Keith Elstner 830-857-4719
3156 U.S. HWY. 90A E
GONZALES, TX 78629
FID# 47-2713957

STATEMENT

4698

DATE 9/4/19

City of Gonzales

rcamarillo@gonzales.texas.gov

Estimate

Detach and Return This Stub With Remittance.

Amt. Remitted \$ _____

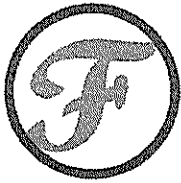
CHARGES AND CREDITS**BALANCE**

Demolish AND Remove
Library Building

20,000.00

Done you!

Thank You



Fred's Contract Services, LLC

1142 STATE HWY 111-W YOAKUM, TX 77995 PHONE: 361-293-2980
EMAIL: fredcontractservices@yahoo.com

09/18/19

City of Gonzales
Attn: Ralph Camarillo

Fred's Contract Services, LLC submits the following bid for the complete demolition and removal of the old Library building located on Saint Matthew Street, Gonzales, Texas. The demo will consist of complete removal of existing building including the concrete foundation. After demo is complete, clean fill dirt will be hauled in and leveled out. This bid does not include removal of existing sidewalks and parking lot.

Bid Amount \$19,515.00

Shawn Braun – Owner/Contractor
Phone: 361-772-4605

Durrett Sand and Gravel, LLC.

276 PR 2002

Gonzales, TX 78629

Estimate

Date	Estimate #
8/22/2019	336

Name / Address
City of Gonzales PO Box 547 Gonzales, TX 78629

			Project
Description	Qty	Rate	Total
Gonzales Library Demolition			
Tear down and remove old library		22,100.00	22,100.00
Back fill the foundation with select fill material and hauling @ \$10.75 (12 loads)		3,454.00	3,454.00
Labor		2,500.00	2,500.00
		Total	\$28,054.00

Racial Profiling Report | Full

Reporting Date: 01/24/2020

Agency Name: GONZALES POLICE DEPT.
TCOLE Agency Number: 177201

Chief Administrator: TIMOTHY L. CROW

Agency Contact Information:
Phone: (830) 672-8686
Email: tcrow@gonzales.texas.gov

Mailing Address:
P. O. BOX 547
716 ST. PAUL
GONZALES, TX 78629-0547

This Agency filed a full report

GONZALES POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the GONZALES POLICE DEPT. from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the GONZALES POLICE DEPT. if the individual believes that a peace officer employed by the GONZALES POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the GONZALES POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the GONZALES POLICE DEPT. policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
 - a.) the Commission on Law Enforcement; and
 - b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Timothy L. Crow, Chief

Date: 01/24/2020

Total stops: 2267

Gender

Female	902
Male	1365

Race / Ethnicity

Black	263
Asian / Pacific Islander	7
Hispanic / Latino	940
White	1054
Alaska Native / American	3

Was race or ethnicity known prior to stop?

Yes	32
No	2235

Reason for stop?

Violation of law	132
Preexisting knowledge	60
Moving traffic violation	1508
Vehicle traffic violation	567

Street address or approximate location of the stop

City street	2144
US highway	25
County road	4
State highway	4
Private property or other	69

Was a search conducted?

Yes	313
No	1954

Reason for Search?

consent	181
contraband	4
probable	121
inventory	6

ncident to arrest	1
Was Contraband discovered?	
Yes	69
No	244
Description of contraband	
Drugs	42
Currency	0
Weapons	3
Alcohol	7
Stolen property	0
Other	17
Result of the stop	
Verbal warning	7
Written warning	1861
Citation	369
Written warning and arrest	1
Citation and arrest	9
Arrest	20
Arrest based on	
Violation of Penal Code	18
Violation of Traffic Law	3
Violation of City Ordinance	0
Outstanding Warrant	11
Was physical force resulting in bodily injury used during stop?	
Yes	0
No	2267

Submitted electronically to the



The Texas Commission on Law
Enforcement

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-10 Declaring Certain City Property Surplus and Authorizing the Sale of Said Property in the manner most advantageous to the City of Gonzales

DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

In 2013 the Council approved a policy whereby the Council would declare property that staff determined to be of no further use to the City to be surplus. The policy also states that Council will recommend the disposal method of the property.

The attached properties listed have been determined to no longer have a use for the City of Gonzales and staff respectfully requests it to be declared surplus.

POLICY CONSIDERATIONS:

Approval of this resolution would be consistent with the policy approved in 2013.

FISCAL IMPACT:

The dollar amount that the surplus property is sold for will increase the general fund revenues.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE SALE OF SAID PROPERTY IN THE MANNER MOST ADVANTAGEOUS TO THE CITY OF GONZALES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2013 the Council approved a policy whereby the Council would declare property that staff determined to be of no further use to the City to be surplus; and,

WHEREAS, the policy states that Council will recommend the disposal method of the property; and

WHEREAS, the attached properties listed have been determined to no longer have a use for the City of Gonzales and staff respectfully requests it to be declared surplus; and

WHEREAS, the attached surplus property will be posted on the governmental auction site GovDeals or through the local auction company Texas Remarketing Service to be sold in a manner in which to be the most advantageous to the City of Gonzales.

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

Section 1. The City Council of the City of Gonzales, Texas hereby declares the attached Exhibit A as surplus and authorizes the sale of said property in accordance with the forgoing legislative findings.

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of February, 2020.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

EXHIBIT "A"

1986 FORD F9000 12YD DUMP TRUCK

RUNS AND DRIVES, NEEDS BATTERIES, LIFT CYCLINDER ON BED LEAKS

PIONEER CLUB CAR ATV

NEW ENGINE INSTALLED 3 OR 4 YEARS AGO, WAS RUNNING BUT BACKFIRE AND LOSES FIRE.

24 ea CONCRETE CURB STOPS, USED

FARWAY MOWER, MISSING PARTS, MOSTLY ENGINE & FRAME

MTD YARD MACHINE 13.5HP LAWN MOWER, CONDITION UNKNOWN

WEEDEATER PUSH MOWER 4.5HP, CONDITION UNKNOWN

10FT OVERHEAD ROLL UP GARGAGE DOOR, CONDITION UNKNOWN

PALLET JACK, CONDITION UNKNOWN

RED 3.5 TON FLOOR JACK, NOT WORKING

9ea INCANDESENT SCHOOL ZONE FLASHING LIGHTS, WORKING

1500 gal METAL WATER TANK, BOTTOM RUSTY AND LEAKS WATER.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-11 Authorizing the City Manager or his designee to enter into an agreement with the Texas Department of Public Safety "DPS"

DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Texas Department of Public Safety provided the revised Interlocal Cooperation Contract for the Failure to Appear(FTA) Program to accommodate Chapter 706 of the Texas Transportation Code.

POLICY CONSIDERATIONS:

This Resolution will authorize the City Manager or his designee to execute the provided agreement with the Department of Public Safety (DPS).

FISCAL IMPACT:

The Municipal Court will pay the vendor a fee of \$6.00 per person for each violation which has been reported to the vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution

RESOLUTION NO. 2020-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY “DPS”); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Senate Bill 346 amended the law relating to the consolidation, allocation, and classification of costs, fines and fees associated with Municipal Courts; and

WHEREAS, the Gonzales Municipal Court participates in the State of Texas’ Failure to Appear Program (“FTA Program”) and its related costs, fines and fees as per Chapter 706 of the Texas Transportation Code; and

WHEREAS, DPS is charged with the administration of the FTA Program; and

WHEREAS, the agreement attached as Exhibit A, is the agreement that the City intends to enter into with the DPS to continue participation in the FTA Program.

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

Section 1. The City agrees and supports the agreement with the DPS to continue participation in the FTA Program.

Section 2. The City Council authorizes the City Manager or his designee to enter into the agreement attached as Exhibit A on behalf of the City with the DPS.

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

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

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

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

Section 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject

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

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

PASSED AND APPROVED this 13th day of February, 2020.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary



**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or



5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Contract Amendment.** DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.
- C. Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd.
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

- D. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all



outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signature

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-12 Authorizing the purchase of two Chevrolet Trucks for the Electric Department in an amount not to exceed \$48,757.00

DATE: February 13, 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 Electric Department needs to replace two trucks that are in poor shape and have been a costly maintenance issue for some time. There is a 2010 truck that has transmission problems with over 160,000 miles and a 2001 that has several issues with over 150,000 miles on it. It would be in the best interest of the city to replace these two trucks to eliminate the substantial maintenance cost that will be potentially incurred.

FISCAL IMPACT:

The funds are currently budgeted in Vehicles/Equipment GL Account 210-7-710.608 which has a budgeted balance of \$56,000 in the 2019-2020 Fiscal Year Budget and that was verified with the Finance Director. The total price for two new Chevrolet trucks is \$48,757.00.

POLICY CONSIDERATIONS

As set forth in the City's Fiscal and Budgetary Policy Statements; Purchases made over \$10,000 but less than \$50,000 shall require three written quotes or pricing obtained through any interlocal purchasing authority or cooperative. The pricing was obtained using BuyBoard Purchasing Program which assists local governments in reducing costs through this government-to-government procurement service available nationwide.

STAFF RECOMMENDATION:

Staff respectfully recommends approval of this resolution.

RESOLUTION NO. 2020-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE PURCHASE OF TWO CHEVROLET TRUCKS FOR THE ELECTRIC DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$48,757.00; 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, Purchases made over \$10,000 but less than \$50,000 shall require three written quotes or pricing obtained through any interlocal purchasing authority or cooperative; and,

WHEREAS, the pricing for the trucks 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 210-7-710.608 which has a budgeted balance of \$56,000.00 in the 2019-2020 Fiscal Year Budget; and,

WHEREAS, the total cost of the two Chevrolet Trucks is \$48,757.00; and,

WHEREAS, the City Council finds that purchasing two Chevrolet trucks for the Electric 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 Trucks for the Electric Department in an amount not to exceed \$48,757.00.

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 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

QUOTE# 00AA

CONTRACT PRICING WORKSHEET

End User: CITY OF GONZALES			Contractor: CALDWELL COUNTRY		
Contact Name: NICK DELEON			CALDWELL COUNTRY		
Email: NDELEON@GONZALES.TEXAS.GOV			Prepared By: Chris Collins Averyt Knapp		
Phone #: 830-203-2998			Email: chris@caldwellcountry.com aknapp@caldwellcountry.com		
Fax #:			Phone #: 979-200-8149 979-567-6116		
Location City & State: GONZALES, TX			Fax #: 979-567-0853		
Date Prepared: APRIL 25, 2019			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #521-16			Tax ID # 14-1856872		
Product Description: 2020 CHEVROLET 1500 SILVERADO 4X2 REGULAR CAB LWB CC10903					
A Base Price & Options:					\$20,982
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 6,800#GVWR, 4.3L-V6, 6-SPD AUTOMATIC, 40- 20-40 VINYL BENCH, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, 8' BED, REAR STEP BUMPER, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)					\$20,982
Quantity Ordered					1
Subtotal E					\$20,982

F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD FEE	\$400
IF HARD EXEMPT TAGS REQUIRED BY DEALERSHIP, ADD \$150 TO PRICE	N/I
H. Total Purchase Price (E+F)	\$
Estimated Delivery Date:	Q4-2019 / Q1-2020

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: CITY OF GONZALES			Contractor: CALDWELL COUNTRY		
Contact Name: NIC DELEON			CALDWELL COUNTRY		
Email: NDELEON@GONZALES.TEXAS.GOV			Prepared By: Averyt Knapp		
Phone #: 830-203-2998			Email: aknapp@caldwellcountry.com		
Fax #:			Phone #: 979-567-6116		
Location City & State: GONZALES, TX			Fax #: 979-567-4376		
Date Prepared: JANUARY 22, 2020			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #601-19			Tax ID # 14-1856872		
Product Description: 2020 CHEVROLET 2500HD SILVERADO 4X2 DOUBLE CAB 4DR SWB CC20753					
A Base Price & Options:					\$26,975
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-DOUBLE CAB 4DR, 10,050#GVWR, 6.6L-V8 GAS, 6-SPD AUTOMATIC, 3.73 LOCKING REAR AXLE DIFFERENTIAL, 40-20- 40 VINYL SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, POWER WINDOWS, POWER LOCKS, 6.5' BED, REAR STEP BUMPER, REAR VISION CAMERA, OEM HD TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL

E	Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	\$26,975
	Quantity Ordered	1
	Subtotal E	\$26,975
F	Non-Equipment Charges (Trade-In, Warranty, Etc...)	
	BUY BOARD FEE	\$400
G.	Color of Vehicle: WHITE	
H.	Total Purchase Price (E+F)	\$27,375
Estimated Delivery Date:		90 DAYS APPX

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-13 Authorizing the City Manager to Execute a Contract between the City of Gonzales and the Gonzales County Mental Health Advisory Board

DATE: February 13, 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. In the adopted budget, funds were appropriated for a Special Contract with Gonzales County Mental Health Advisory Board in the amount of \$2,640. Annually the City County is asked to approve various Special Contracts whereby the City provides funding to local entities. The disbursement of these funds will be quarterly. On December 12, 2019 City Council of the City of Gonzales authorized the City Manager to execute a contract between the City of Gonzales and the Gonzales County Mental Health Advisory Board for the budgeted amount. After meeting with the representative from the board, it was found that revisions to the Agreement were needed.

POLICY CONSIDERATIONS:

This contract will benefit the general welfare and well-being of the City of Gonzales and achieve a legitimate public purpose.

FISCAL IMPACT:

The funds are currently budgeted in Account 100-7-101.521 Gonzales County Mental Health Advisory Board for \$2,640 and the amount was verified with the Finance Director.

ATTACHMENTS:

Special request letter, Financial Summary of 2015-2019 and the Contract is attached.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF GONZALES AND THE GONZALES COUNTY MENTAL HEALTH ADVISORY BOARD; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 12, 2019 the City Council approved the operating budget for Fiscal Year 2019-2020; and

WHEREAS, within said approved budget, funds are currently budgeted in Account 100-7-101.521 and allocated to the Gonzales County Mental Health Advisory Board for \$2,640; and

WHEREAS, annually the City Council is asked to approve various Special Contracts whereby the City provides funding to local entities to benefit the general welfare and well-being of the City of Gonzales and achieve a legitimate public purpose; and

WHEREAS, the Gonzales County Mental Health Advisory Board, Inc. requests funding to provide and maintain the physical site and utilities for the Mental Health Clinic which provides programs and services to meet the needs of the citizens in the City of Gonzales by helping with medication, food or other services which achieves a legitimate public purpose; and

WHEREAS, after meeting the representative of the Gonzales County Mental Health Advisory Board, it was found that revisions to the Agreement were needed; and

WHEREAS, the City Council finds that entering into an agreement with the Gonzales County Mental Health Advisory Board 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 contract with Gonzales County Mental Health Advisory Board in the amount specified herein the attached Exhibits.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

AGREEMENT

This Agreement is entered into on the ____ day of _____, 2020, between the City of Gonzales (hereinafter referred to as the “City” or the “City of Gonzales”) and the Gonzales County Mental Health Advisory Board, Inc. (hereinafter referred to as “Advisory Board”).

WHEREAS, the Advisory Board provides and maintains funds for various programs and services to meet the needs of the citizens in the City of Gonzales by helping with medication, food or other services including, but not limited to the services below; and

WHEREAS, the Advisory Board provides funds to the Bluebonnet Trails Community Health Services of Gonzales to help destitute clients pay for medicine, food and miscellaneous expenses for clients and families; and

WHEREAS, the Advisory Board provides funds to Bethany Community of Hope to be used to pay rent for their facilities that provide safe, secure housing, vocational training, support services, and education opportunities for women who are in recovery from sex trafficking, prostitution, and drug addiction; and

WHEREAS, the Advisory Board provides funds for holiday meal baskets and rent for clients located at Independence Homes which serves low income households where the head, co-head or spouse has a diagnosed chronic mental illness; and

WHEREAS, the City finds that these programs and services provided by the Advisory Board are a benefit to the general welfare and well-being of the City of Gonzales and achieve a legitimate public purpose.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The City shall provide funding to the Advisory Board in the amount of \$2,640.00 for the budget that runs from October 1, 2019 to September 30, 2020. The Advisory Board shall provide programs and services to meet the needs of the City of Gonzales’ citizens. City funds will be disbursed quarterly pending receipt of satisfactory quarterly information and is also subject to available funding.
2. The Advisory Board shall provide quarterly financial and program information regarding financial position, use of funds, services offered, and number of people served at the end of each quarter. Quarters will end December 31st, March 31st, June 30th, and September 30th of each year. **Financial reports along with invoices and/or proof of payment shall accompany the financial statements.**
3. The Advisory Board shall be responsible for the acts and omissions of its officers, directors, employees, agents, assigns and contractors and will indemnify, hold harmless and defend the City of Gonzales regarding any claims, costs, or actions arising from the acts of the Advisory Board.

4. This Agreement shall be governed by and construed under the laws of the State of Texas.
5. Should any term, covenant, or provision of this Agreement be deemed invalid, unlawful, or otherwise improper by any Court of competent jurisdiction, then such term, covenant, or provision shall be reformed and modified to the minimum extent necessary to achieve conformity with applicable law. Said reformation shall be deemed effective as of the original date of this Agreement. Other provisions are not affected.
6. This Agreement shall be in effect for a period of one year, period beginning October 1, 2019 and ending September 30, 2020.

Executed this ____ day of _____, 2020.

CITY OF GONZALES

By: _____
Timothy Patek, City Manager

Attest: _____

GONZALES COUNTY MENTAL
HEALTH ADVISORY BOARD, INC.

By: _____
Name Title

Attest: _____

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Main Street, Inc. is preparing for the annual Main Street Concert Series and Star Spangled Spectacular event on June 5, 12, 19, 26, and July 4, 2020. They are requesting the use of Confederate Square including the parking lot on St. Joseph, St. Paul, and St George Streets, closure of St George Street from St. Joseph Street to St. Paul Street, closure of the Brickyard area at Independence Park on July 4th for the purpose of staging a fireworks show and public safety, and sale and consumption of alcoholic beverages on June 5, 12, 19, 26, and July 4, 2020. They intend to block off the Confederate Square at 6:30 am on June 5, 12, 19, 26, and July 4th and will remove barricades by 11 pm. The brickyard area at Independence Park will be closed at 7:00 am until 11:00 pm July 4th. The June events are from 6 pm until 10 p.m. July 4th will be from 2 p.m. to 10 p.m.

POLICY CONSIDERATIONS:

This annual event is listed within the service agreement between the City of Gonzales and Gonzales Main Street, Inc. The approval would authorize a variance to allow the sale and consumption of alcohol on public property.

FISCAL IMPACT:

The event will bring people to downtown Gonzales to shop and dine at our local restaurants. Approximate attendance is 500 people per Friday night and is open to the public.

STAFF RECOMMENDATION:

Staff respectfully requests the approval of this resolution.

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-14 Authorizing Gonzales Main Street's Use of Confederate Square including the Parking Lot, Designated Street Closures, Closure of the Brickyard Area at Independence Park, and Sale and Consumption of Alcoholic Beverages for the Annual Main Street Concert Series and Star Spangled Spectacular on June 5, 12, 19, 26, and July 4, 2020

RESOLUTION NO. 2020-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING GONZALES MAIN STREET USE OF THE CONFEDERATE SQUARE INCLUDING THE PARKING LOT, DESIGNATED STREET CLOSURES, CLOSURE OF THE BRICKYARD AREA AT INDEPENDENCE PARK, AND SALE AND CONSUMPTION OF ALOCHOLIC BEVERAGES FOR THE ANNUAL MAIN STREET CONCERT SERIES AND STAR SPANGLED SPECTACULAR ON JUNE 5, 12, 19, 26, AND JULY 4, 2020 AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, Gonzales Main Street requests the use of the Confederate Square including the parking lot for the Annual Main Street Concert Series and Star Spangled Spectacular on June 5, 12, 19, 26, and July 4, 2020; and,

WHEREAS, the square will be blocked off at 6:30 am with the June concerts beginning at 6:00 p.m. July 4th concert beginning at 2 p.m., and

WHEREAS, the events will end at 10:00 pm with take down to be completed by 11:00 pm; and

WHEREAS, St. George Street from St. Joseph Street to St. Paul Street will be blocked off from 6 pm to 11 pm; and

WHEREAS, the brickyard area at Independence Park will be closed beginning at 7:00 am on July 4, 2020 for staging a fireworks show and public safety; and

WHEREAS, a variance was approved for the sale and consumption of alcoholic beverages at the events; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the Gonzales Main Street's use of the Confederate Square including the parking lot; designated street closures; closure of the Brickyard Area at Independence Park; and sale and consumption of alcoholic beverages for the Annual Main Street Concert Series and Star Spangled Spectacular on June 5, 12, 19, 26, and July 4, 2020 as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET



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



EVENT NAME	<u>Gonzales Main Street Concert Series</u>		
HOST ORGANIZATION	<u>Gonzales Main Street, Inc.</u>		
CONTACT NAME	<u>Barbara Friedrich</u>		
CONTACT CELL PHONE	<u>830-263-0018</u>		
EVENT DATE	<u>Friday, June 5, 2020</u>		
EVENT START TIME <u>6:00 pm</u>	EVENT END TIME <u>10:00 pm</u>		
EVENT LOCATION	<u>Confederate Square</u>		
HOLIDAY CELEBRATED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	HOLIDAY: _____	
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: <u>February 13, 2020</u>	

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE	<u>500-1000</u>		
MUSIC	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	LIVE <input checked="" type="checkbox"/>	DJ <input type="checkbox"/>
FOOD	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
ALCOHOL	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	RESPONSIBLE PARTY <u>Unknown at this time</u>	
MOTORIZED VEHICLES	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	PARADE <input type="checkbox"/>	SHOW <input checked="" type="checkbox"/>
PUBLIC OR PRIVATE EVENT	<u>Public</u>		
SECURITY	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	# OFFICERS NEEDED <u> </u>	

Whoever is on duty in the City of Gonzales is welcome to a walk-thru and/or extra patrol downtown.

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
NUMBER OF OUTLETS NEEDED	<u>Request that all electrical outlets on Confederate Square be in</u>		
AMPS/WATTS NEEDED	<u>working order.</u>		
TENT	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	SET UP DAY/TIME	_____
TENT SIZE:	_____	TAKE DOWN DAY/TIME	_____

STREETS DEPARTMENT

STREETS AFFECTED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>We will need sufficient amount of barricades</u>
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>To block off said streets, and barrels for closing</u>
CONES NEEDED (max 48)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>Confederate Square on 06/5/2020. Will need</u>
STREETS TO BE CLOSED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>Barrels to block off the corner of George & St.</u>
SET UP TIME	<u>Paul Street in order to set up stage. Will contact Street Dept. when</u>	
TAKE DOWN TIME	<u>Stage will be set up. Close 400 Block of St. George from St. Joseph St.</u>	

to St. Paul Street. Volunteers will place barricades and remove barricades.

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each	_____	(max 500)
NO. OF ROUND TABLES @ \$2.00 each	<u>0</u>	(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each	<u>0</u>	(max 50)
NUMBER OF TRASH CANS	<u>As many as available</u>	(max 25)
SET UP TIME	<u>6:30 am</u>	
TAKE DOWN TIME	<u>11:00 pm</u>	

Someone to do a spot check on the restrooms during the concerts and July 4th.

FOR INFORMATION CONTACT Kristina Vega, CITY SECRETARY
(830) 672-2815- City Hall citysecretary@cityofgonzales.org
(830) 672-2813- Fax

Insurance

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

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

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

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

The following types and amount of insurance are required:

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

Indemnity

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

Notification

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



AUTHORIZED SIGNATURE

GONZALES EVENT INFORMATION SHEET



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



EVENT NAME	<u>Gonzales Main Street Concert Series</u>		
HOST ORGANIZATION	<u>Gonzales Main Street, Inc.</u>		
CONTACT NAME	<u>Barbara Friedrich</u>		
CONTACT CELL PHONE	<u>830-263-0018</u>		
EVENT DATE	<u>Friday, June 12, 2020</u>		
EVENT START TIME <u>6:00 pm</u>	EVENT END TIME	<u>10:00 pm</u>	
EVENT LOCATION	<u>Confederate Square</u>		
HOLIDAY CELEBRATED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	HOLIDAY: _____	
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: <u>February 13, 2020</u>	

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE	<u>500-1000</u>		
MUSIC	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	LIVE x <input type="checkbox"/> DJ <input type="checkbox"/>	
FOOD	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
ALCOHOL	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	RESPONSIBLE PARTY <u>Unknown at this time</u>	
MOTORIZED VEHICLES	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	PARADE <input type="checkbox"/>	SHOW <input checked="" type="checkbox"/>
PUBLIC OR PRIVATE EVENT	<u>Public</u>		
SECURITY	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	# OFFICERS NEEDED <u> </u>	

Whoever is on duty in the City of Gonzales is welcome to a walk-thru and/or extra patrol downtown.

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
NUMBER OF OUTLETS NEEDED	<u>Request that all electrical outlets on Confederate Square be in</u>	
AMPS/WATTS NEEDED	<u>working order.</u>	
TENT	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	SET UP DAY/TIME _____
TENT SIZE: _____		TAKE DOWN DAY/TIME _____

STREETS DEPARTMENT

STREETS AFFECTED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>We will need sufficient amount of barricades</u>
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>To block off said streets, and barrels for closing</u>
CONES NEEDED (max 48)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>Confederate Square on 06/12/2020. Will need</u>
STREETS TO BE CLOSED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>Barrels to block off the corner of George & St.</u>
SET UP TIME	<u>Paul Street in order to set up stage. Will contact Street Dept. when</u>	
TAKE DOWN TIME	<u>Stage will be set up. Close 400 Block of St. George from St. Joseph St.</u>	

to St. Paul Street. Volunteers will place barricades and remove barricades.

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each	_____	(max 500)
NO. OF ROUND TABLES @ \$2.00 each	<u>0</u>	(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each	<u>0</u>	(max 50)
NUMBER OF TRASH CANS	<u>As many as available</u>	(max 25)
SET UP TIME	<u>6:30 am</u>	
TAKE DOWN TIME	<u>11:00 pm</u>	

Someone to do a spot check on the restrooms during the concerts and July 4th.

FOR INFORMATION CONTACT	<u>Kristina Vega, CITY SECRETARY</u>
<u>(830) 672-2815- City Hall</u>	<u>citysecretary@cityofgonzales.org</u>
<u>(830) 672-2813- Fax</u>	

Insurance

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

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

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

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The following types and amount of insurance are required:

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

Indemnity

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

Notification

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



AUTHORIZED SIGNATURE

GONZALES EVENT INFORMATION SHEET



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PROPERTY



EVENT NAME	<u>Gonzales Main Street Concert Series</u>		
HOST ORGANIZATION	<u>Gonzales Main Street, Inc.</u>		
CONTACT NAME	<u>Barbara Friedrich</u>		
CONTACT CELL PHONE	<u>830-263-0018</u>		
EVENT DATE	<u>Friday, June 19, 2020</u>		
EVENT START TIME <u>6:00 pm</u>	EVENT END TIME <u>10:00 pm</u>		
EVENT LOCATION	<u>Confederate Square</u>		
HOLIDAY CELEBRATED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	HOLIDAY: _____	
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: <u>February 13, 2020</u>	

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE	<u>500-1000</u>		
MUSIC	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	LIVE <input checked="" type="checkbox"/>	DJ <input type="checkbox"/>
FOOD	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
ALCOHOL	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	RESPONSIBLE PARTY <u>Unknown at this time</u>	
MOTORIZED VEHICLES	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	PARADE <input type="checkbox"/>	SHOW <input checked="" type="checkbox"/>
PUBLIC OR PRIVATE EVENT	<u>Public</u>		
SECURITY	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	# OFFICERS NEEDED <u> </u>	

Whoever is on duty in the City of Gonzales is welcome to a walk-thru and/or extra patrol downtown.

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
NUMBER OF OUTLETS NEEDED	<u>Request that all electrical outlets on Confederate Square be in</u>		
AMPS/WATTS NEEDED	<u>working order.</u>		
TENT	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	SET UP DAY/TIME	_____
TENT SIZE:	_____	TAKE DOWN DAY/TIME	_____

STREETS DEPARTMENT

STREETS AFFECTED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>We will need sufficient amount of barricades</u>
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>To block off said streets, and barrels for closing</u>
CONES NEEDED (max 48)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>Confederate Square on 06/19/2020. Will need</u>
STREETS TO BE CLOSED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>Barrels to block off the corner of George & St.</u>
SET UP TIME	<u>Paul Street in order to set up stage. Will contact Street Dept. when</u>	
TAKE DOWN TIME	<u>Stage will be set up. Close 400 Block of St. George from St. Joseph St.</u>	

to St. Paul Street. Volunteers will place barricades and remove barricades.

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each	_____	(max 500)
NO. OF ROUND TABLES @ \$2.00 each	<u>0</u>	(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each	<u>0</u>	(max 50)
NUMBER OF TRASH CANS	<u>As many as available</u>	(max 25)
SET UP TIME	<u>6:30 am</u>	
TAKE DOWN TIME	<u>11:00 pm</u>	

Someone to do a spot check on the restrooms during the concerts and July 4th.

FOR INFORMATION CONTACT Kristina Vega, CITY SECRETARY
(830) 672-2815- City Hall citysecretary@cityofgonzales.org
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Insurance

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

Indemnity

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

Notification

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



AUTHORIZED SIGNATURE

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LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY
PROPERTY



EVENT NAME	<u>Gonzales Main Street Concert Series</u>		
HOST ORGANIZATION	<u>Gonzales Main Street, Inc.</u>		
CONTACT NAME	<u>Barbara Friedrich</u>		
CONTACT CELL PHONE	<u>830-263-0018</u>		
EVENT DATE	<u>Friday, June 26, 2020</u>		
EVENT START TIME <u>6:00 pm</u>	EVENT END TIME <u>10:00 pm</u>		
EVENT LOCATION	<u>Confederate Square</u>		
HOLIDAY CELEBRATED	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	HOLIDAY: _____	
CITY COUNCIL APPROVAL REQUIRED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	MEETING DATE: <u>February 13, 2020</u>	

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE	<u>500-1000</u>		
MUSIC	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	LIVE <input checked="" type="checkbox"/>	DJ <input type="checkbox"/>
FOOD	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
ALCOHOL	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	RESPONSIBLE PARTY <u>Unknown at this time</u>	
MOTORIZED VEHICLES	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	PARADE <input type="checkbox"/>	SHOW <input checked="" type="checkbox"/>
PUBLIC OR PRIVATE EVENT	<u>Public</u>		
SECURITY	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	# OFFICERS NEEDED <u> </u>	

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ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
NUMBER OF OUTLETS NEEDED	<u>Request that all electrical outlets on Confederate Square be in</u>		
AMPS/WATTS NEEDED	<u>working order.</u>		
TENT	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	SET UP DAY/TIME	_____
TENT SIZE:	_____	TAKE DOWN DAY/TIME	_____

STREETS DEPARTMENT

STREETS AFFECTED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>We will need sufficient amount of barricades</u>
BARRICADES NEEDED (max 12)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>To block off said streets, and barrels for closing</u>
CONES NEEDED (max 48)	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>Confederate Square on 06/26/2020. Will need</u>
STREETS TO BE CLOSED	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<u>Barrels to block off the corner of George & St.</u>
SET UP TIME	<u>Paul Street in order to set up stage. Will contact Street Dept. when</u>	
TAKE DOWN TIME	<u>Stage will be set up. Close 400 Block of St. George from St. Joseph St.</u>	

to St. Paul Street. Volunteers will place barricades and remove barricades.

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each	_____	(max 500)
NO. OF ROUND TABLES @ \$2.00 each	<u>0</u>	(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each	<u>0</u>	(max 50)
NUMBER OF TRASH CANS	<u>As many as available</u>	(max 25)
SET UP TIME	<u>6:30 am</u>	
TAKE DOWN TIME	<u>11:00 pm</u>	

Someone to do a spot check on the restrooms during the concerts and July 4th.

FOR INFORMATION CONTACT	<u>Kristina Vega, CITY SECRETARY</u>
<u>(830) 672-2815- City Hall</u>	<u>citysecretary@cityofgonzales.org</u>
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<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
• Premises/Operations	\$500,000 per occurrence for bodily injury; and
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(Insuring above indemnity)	

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Notification

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AUTHORIZED SIGNATURE

GONZALES EVENT INFORMATION SHEET



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LEAST 30 DAYS PRIOR TO ALL PUBLIC AND PRIVATE EVENTS HELD ON CITY
PROPERTY**



EVENT NAME	<u>Gonzales Main Street Concert Series</u>		
HOST ORGANIZATION	<u>Gonzales Main Street, Inc.</u>		
CONTACT NAME	<u>Barbara Friedrich</u>		
CONTACT CELL PHONE	<u>830-263-0018</u>		
EVENT DATE	<u>Thursday, July 4, 2020</u>		
EVENT START TIME <u>2:00 pm</u>	EVENT END TIME <u>10:00 pm</u>		
EVENT LOCATION	<u>Confederate Square</u>		
HOLIDAY CELEBRATED	<u>Y x</u> <u>N</u>	HOLIDAY: <u>4th of July</u>	
CITY COUNCIL APPROVAL REQUIRED	<u>Y x</u> <u>N</u>	MEETING DATE: <u>February 13, 2020</u>	

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE	<u>1000 +</u>		
MUSIC	<u>Y x</u> <u>N</u>	<u>LIVE x</u>	<u>DJ</u>
FOOD	<u>Y x</u> <u>N</u>		
ALCOHOL	<u>Y x</u> <u>N</u>	RESPONSIBLE PARTY <u>Unknown at this time</u>	
MOTORIZED VEHICLES	<u>Y</u> <u>N x</u>	<u>PARADE</u>	<u>SHOW x</u>
PUBLIC OR PRIVATE EVENT	<u>Public</u>		
SECURITY	<u>Y x</u> <u>N</u>	# OFFICERS NEEDED <u></u>	

Whoever is on duty in the City of Gonzales is welcome to a walk-thru and/or extra patrol downtown.

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING	<u>Y x</u> <u>N</u>		
NUMBER OF OUTLETS NEEDED	<u>Request that all electrical outlets on Confederate Square be in</u>		
AMPS/WATTS NEEDED	<u>working order.</u>		
TENT	<u>Y</u> <u>N x</u>	SET UP DAY/TIME	<u></u>
TENT SIZE:	<u></u>	TAKE DOWN DAY/TIME	<u></u>

STREETS DEPARTMENT

STREETS AFFECTED	<u>Y x</u> <u>N</u>	<u>Close 400 block of St. George St. from St. Joseph to St. Paul Street. We request that Brickyard be closed Saturday Morning 7/4/2020 and remained closed to Public until 7/5/2020. Gates closed at Pool, Quadraplex, and entrance to brickyard at US 183 for purpose of staging fireworks show and public safety.</u>
BARRICADES NEEDED (max 12)	<u>Y x</u> <u>N</u>	
CONES NEEDED (max 48)	<u>Y x</u> <u>N</u>	
STREETS TO BE CLOSED	<u>Y x</u> <u>N</u>	
SET UP TIME	<u>Saturday July 4th</u>	
TAKE DOWN TIME	<u>Sunday July 5th</u>	

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each	<u></u>	(max 500)
NO. OF ROUND TABLES @ \$2.00 each	<u>0</u>	(max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each	<u>0</u>	(max 50)
NUMBER OF TRASH CANS	<u>As many as available</u>	(max 25)
SET UP TIME	<u>6:30 am</u>	
TAKE DOWN TIME	<u>11:00 pm</u>	

Someone to do a spot check on the restrooms during the concerts and July 4th.

FOR INFORMATION CONTACT Kristina Vega, CITY SECRETARY
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Notification

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AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: February 13, 2020

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-15 Authorizing the City Manager to Execute an Agreement with Jay Hilscher DBA Lone Star Relays, LLC. for the Street Closures, Consumption of Alcohol on Public Property and the Recommendation for Funding from the Gonzales Convention and Visitor Bureau in the amount of \$2,500.00 for the Texas Independence Relay on March 27-28, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Texas Independence Relay is a 200-mile journey tracing the route of Sam Houston and the Texan army. The relay begins in historic Gonzales and ends in downtown Houston. There were approximately 2,300 participants and spectators in 2019. Texas Independence Relay desires to enter into an agreement with the City of Gonzales to conduct the relay in 2020.

This resolution will authorize the City Manager to execute the provided agreement with Jay Hilscher DBA Lone Star Relays, LLC outlining the City's and Mr. Hilscher's responsibilities regarding the Texas Independence Relay.

The event request will grant Jay Hilscher DBA Lone Star Relays, LLC the use of the JB Wells Expo Center and permit the consumption of alcoholic beverages on March 27 for the Texas Independence Relay Social and closure of the 400 block of Smith Street on March 27 & 28, 2020 for the Texas Independence Relay.

Furthermore, this will approve the recommendation made from the Gonzales Convention and Visitor Bureau to fund the request of \$2,500.00 for advertising for the event. Payment will be made to Jay Hilscher DBA Lone Star Relays, LLC.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

During the budgeting process the City Council approved \$4,000 to be allocated to line item #500-7-811.522 TX Independence Relay.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE RECOMMENDATION OF GONZALES CONVENTION & VISITOR BUREAU FOR THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$2,500.00 TO JAY HILSCHER DBA LONE STAR RELAYS FOR ADVERTISING FOR THE TEXAS INDEPENDENCE RELAY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales Convention and Visitor Bureau received an application from The Texas Independence Relay; and,

WHEREAS, Texas Independence Relay is a 200-mile journey tracing the route of Sam Houston and the Texan army beginning in historic Gonzales and ending in downtown Houston; and,

WHEREAS, there were approximately 2,300 participants and spectators in 2019; and,

WHEREAS, in the FY 2019-20 a line item budget of \$4,000 was included for the Texas Independence Relay; and,

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

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

WHEREAS, the City Council hereby authorizes street closure at 400 block of Smith Street on March 27, 2020 and March 28, 2020, and the provision of traffic control cones along race route in Gonzales city limits; and,

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby approves the Gonzales Convention and Visitor Bureau's recommendation to fund \$2,500 to the Texas Independence Relay for advertising to be expended in conformance with Texas Tax Code Section 351.001.

Section 2. The City Council of the City of Gonzales hereby authorizes the City Manager to execute the Event Agreement attached hereto as Exhibit A and the Facility Rental Agreement with J.B. Wells Expo Center attached as an exhibit to the Event Agreement.

Section 3. The City Council of the City of Gonzales hereby authorizes street closure at 400 block of Smith Street on March 27, 2020 and March 28, 2020, and the provision of traffic control cones along the Relay route within the Gonzales city limits as depicted in the approved Event traffic control plan provided by the Texas Independence Relay.

Section 4. The City Council of the City of Gonzales hereby authorizes the sale and service of alcohol at the Texas Independence Relay on property owned by the City of Gonzales as contemplated in the Event Agreement.

Section 5. The City Council reserves the right to request all necessary receipts, invoices and other records the City Manager deems necessary to confirm that Hotel Occupancy Tax expended pursuant to this Resolution were expended for expenses authorized by this Resolution.

Section 6. Jay Hilscher DBA Lone Star Relays, LLC shall refund the City of Gonzales any Hotel Occupancy Tax funds determined by the State Comptroller, the Secretary of State or other state agency to be an unauthorized expenditure under Texas Tax Code Section 351.001.

Section 7. 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 8. 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 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. 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 11. 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 12. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

TEXAS INDEPENDENCE RELAY EVENT AGREEMENT

This event agreement (“Agreement”) is entered into by and between City of Gonzales (City) and Jay Hilscher DBA Lone Star Relays, LLC for the Texas Independence Relay (Texas Independence Relay, or Relay).

RECITALS

WHEREAS, the Texas Independence Relay is a ~200 mile journey tracing the route of Sam Houston and the Texan Army; and,

WHEREAS, the relay begins in historic Gonzales and ends downtown Houston, Texas; and,

WHEREAS, the Texas Independence Relay celebrates the culture and history of the role of Gonzales in Texas Independence and serves a public purpose in educating the citizens and visitors about the history of this region of Texas; and

WHEREAS, there were ~2,300 participants and many spectators in 2019; and

WHEREAS, the City and Texas Independence Relay desires to enter into an agreement for the 2020 event to be held March 27 and 28.

I. TERMS

The City of Gonzales shall provide the following:

- 1) \$2,500.00 of Hotel/Motel tax to support promotion of the Relay. Invoices and cancelled checks/credit card receipts for \$2,500 must be submitted by Texas Independence Relay before September 30, 2020, the end of the Fiscal year, providing 10 business days for staff to review, confirm or seek further information from the Texas Independence Relay. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
- 2) Use of the JB Wells Expo Center for the Friday Social on March 27, 2020. Texas Independence Relay staff will have access to the building beginning at 1:00 p.m. the day of the Social.
- 3) Provide 8 trash cans and one portable light tower at Memorial Museum on Friday, March 27.
- 4) Call from City Hall informing the entire community of the Relay and firing of the cannon using reverse 911
- 5) City will contact media to notify community of Relay and firing of cannon.
- 7) Furnish 2 ADA and 10 regular porta potties at starting line and Memorial Museum to be placed in front of the DAR house on Moore Street.
- 8) Put up and take down large flag across street at starting line at times agreed upon in meetings prior to the event.

- 9) Street closure at 400 block of Smith Street on March 27, 2020 and March 28, 2020, and provide cones along race route in Gonzales city limits.
- 10) Temporary, yet sufficient electrical service that meets the event's needs, on Smith Street on the Saturday morning of the event.
- 11) Place link on tour Gonzalestx.travel for Texas Independence Relay

Texas Independence Relay shall:

- 1) Provide City with written post event report within 60 days after event
- 2) Provide City with copies of advertisements (or other proof of promotion, such as expos), cancelled checks and invoices in the amount of \$2,500 (or greater, if the Texas Independence Relay desires) before September 30, 2020, for timely reimbursement. Invoices and cancelled checks/credit card receipts must be submitted by Texas Independence Relay, allowing 10 business days for staff to review, confirm or seek further information from the Texas Independence Relay. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
- 3) Pay for 2 uniformed officers (at \$50 per hour, per officer; total \$100 per hour or total \$400.00) stationed at JB Wells Expo Center for the duration of the Friday night event, 6:30 – 10:30pm. (4 hours)
- 4) Pay for 1 uniformed officer (at \$50 per hour, total \$400.00) for cannon security at the Memorial Museum and Smith Street the night before the relay from 10:00 p.m. to 6:00 a.m. (8 hours)
- 5) The undersigned does indemnify and hold harmless the City of Gonzales from and against any and all loss cost (including statutory liability and liability under workers compensation laws) in connection with claims for damages as a result of injury or death to any person or damage to any property sustained by the individual(s) participating in or attending the Texas Independence Relay, using the facilities, or any and all other persons which arise from, or in any manner grow out of, any act or neglect on or about the event facility by the individuals using the facility, participating in or attending the event., guests or invitees.
- 6) Provide Liability Insurance coverage for the event naming the City as an additional insured, in the amount of one million dollars (\$1,000,000) combined for both bodily injury and property damage on a per occurrence or claims basis.
- 7) Require each event participant to execute the Release of Liability attached as Exhibit A, or add the City of Gonzales to any existing Release of Liability and provide copies to the City prior to the event.
- 8) Provide a traffic control plan approved by Gonzales Police Chief Crow.

II. GOVERNING LAW

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

III. NON-ASSIGNMENT

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

IV. SEVERABILITY

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

V. RELATIONSHIP OF PARTIES

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

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

Tim Patek, City Manager
City of Gonzales
Dated: _____

Representative
Jay Hilscher DBA Lone Star Relays, LLC.
Dated: _____

RELEASE OF LIABILITY

In consideration of my being allowed to participate in the Texas Independence Relay (“Event”) to be held on March 27 and 28, 2020, I do hereby assume full and complete responsibility for any injury or accident which may occur due to my involvement in the Event, or while I am on the property or premises of the City of Gonzales (“City”), and ***I hereby release and hold harmless the City for any and all injuries and damages that I may sustain*** whether the same be caused by my negligence, the negligence of another participant, or the negligence of the City.

I acknowledge that I am familiar with the risks involved in participating in this Event and that injuries, ***including death***, can occur during participation. I certify that I have read the rules and requirements of each competition featured in the Event and to the best of my knowledge ***I have no physical, mental or medical limitation*** that would prevent my participation in the Event competitions for which I have registered.

Furthermore, I understand and agree that at no time during this Event will I be considered an agent or employee of the City, nor will ***the City's insurance cover any claim for damage or injury that I may sustain during this Event. Any and all claims for damage or injury will be my sole responsibility.***

Name of Participant's Organization (if applicable)

Participant's Printed Name

Participant's Signature

*Parent or Guardian

Date:

****for any minor who participates, the parent or guardian's signature is also required***

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-16 Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Homeland Security Grant Program (HSGP) for \$40,000.00 in HSGP grant funds for Equipment

DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales Police Department is applying for a Homeland Security Grant Program (HSGP) grant for the purchase of a UTV outfitted with emergency equipment. The city has events throughout the year which would prove the use of the UTV useful. Currently when the department needs this type of equipment it is borrowed from the parks department, golf course or from friends of the officers. The UTV's are not equipped with emergency equipment nor are they properly marked. Other uses for the UTV are regional in nature ranging from search and rescue to disaster response.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

There is no match for this grant.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this Resolution and associated documents.

RESOLUTION NO. 2020-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR AND ACCEPT IF AWARDED, A HOMELAND SECURITY GRANT PROGRAM (HSGP) GRANT TO PURCHASE AN EMERGENCY EQUIPPED UTV RESPONSE VEHICLE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City supports the acceptance of application for and acceptance of HSGP grant funds from the Homeland Security Grant Program for an emergency equipped UTV for search, rescue, patrol duties and disaster relief efforts.

WHEREAS, for UTV, amount would be "not to exceed" \$40,000

WHEREAS, the Homeland Security Grant Program (HSGP) plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the HSGP funds, the City Council assures that the funds will be returned to the Office of the Governor (OOG) in full; and

WHEREAS, the City Council designates the City Manager, or his designee, as the City's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the agreement on behalf of the applicant agency.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager to apply for and accept if awarded, HSGP grant funding from the Homeland Security Grant Program to Purchase a UTV emergency response vehicle.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of February, 2020.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-17 Authorizing the City Manager to Submit, and Accept if Awarded, an Application and Associated Documents to the Edward Byrnes Memorial Justice Assistance Grant (JAG) for \$14,000.00 in JAG grant funds for Software

DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales Police Department is applying for a Edward Byrnes Memorial Justice Assistance Grant (JAG) grant for the purchase of Case Management Software for our current Record Management System and image mapping software.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

There is no match for this grant.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this Resolution and associated documents.

RESOLUTION NO. 2020-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR AND ACCEPT IF AWARDED, A EDWARD BYRNES MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FOR \$14,000.00 IN JAG GRANT FUNDS FOR SOFTWARE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City supports the acceptance of application for and acceptance of Edward Byrnes Memorial Justice Assistance Grant (JAG) for Case Management Software and image mapping software; and,

WHEREAS, For Software, amount would be "not to exceed" \$14,000; and,

WHEREAS, the Edward Byrnes Memorial Justice Assistance Grant (JAG) plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation; and,

WHEREAS, the City Council agrees that in the event of loss or misuse of the JAG funds, the City Council assures that the funds will be returned to the Office of the Governor (OOG) in full; and,

WHEREAS, the City Council designates the City Manager, or his designee, as the City's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the agreement on behalf of the applicant agency.

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the City Manager to apply for and accept if awarded, Edward Byrnes Memorial Justice Assistance Grant (JAG) for the purchase of Case Management Software and image mapping Software.

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of February, 2020.

Connie Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-18 Authorizing the Use of Texas Heroes Square Including the Parking Lot for the Gonzales Master Gardener's Annual Spring Plant Sale on March 28, 2020

DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The Gonzales Master Gardeners are preparing for their annual Spring Plant Sale on March 28, 2020. They are requesting the use of Texas Heroes Square, including the parking lot on St. Louis and St. James. They intend on setting up Friday, March 27, 2020 at 10:00 a.m. and will take down at 2:00 p.m. on Saturday, March 28, 2020. The event will be held from 8:30 a.m. until 1:00 p.m. There will be an approximate attendance of 300-400 people and is open to the public.

POLICY CONSIDERATIONS:

N/A

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE USE OF TEXAS HEROES SQUARE INCLUDING THE PARKING LOT FOR THE GONZALES MASTER GARDENER'S ANNUAL SPRING PLANT SALE ON MARCH 28, 2020; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales Master Gardeners uses Texas Heroes Square including the parking lot for the Gonzales Master Gardeners Annual Spring Plant Sale; and,

WHEREAS, the event will be held from 8:30 a.m. until 1:00 p.m. on March 28, 2020 and will have an approximate attendance of 300-400 people; and,

WHEREAS, set up for the event will be 10:00 a.m. on Friday, March 27, 2020 with take down at 2:00 p.m. on March 28, 2020; and

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

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

Section 1. The City Council of the City of Gonzales, Texas hereby authorizes the use of Texas Heroes Square including the parking lot for the Gonzales Master Gardener's Annual Spring Plant Sale on March 28, 2020 as stated herein and set forth in the submitted Event form attached hereto as Exhibit A.

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

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

GONZALES EVENT INFORMATION SHEET



COME AND TAKE IT

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



COME AND TAKE IT

EVENT NAME GONZALES MASTER GARDENER SPRING PLANT SALE
HOST ORGANIZATION GONZALES MASTER GARDENERS
CONTACT NAME FRAN SALIGER
CONTACT CELL PHONE _____
EVENT DATE SATURDAY, MARCH 28, 2020 (SET UP MARCH 27, 2020)
EVENT START TIME 8:30 AM **EVENT END TIME** 12:00 PM
EVENT LOCATION TEXAS HEROES SQUARE
HOLIDAY CELEBRATED Y _____ N X **HOLIDAY:** _____
CITY COUNCIL APPROVAL REQUIRED Y X N _____ **MEETING DATE:** _____

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 300-400 RV ON SITE FRIDAY NIGHT
MUSIC Y _____ N X **LIVE** _____ **DJ** _____
FOOD Y _____ N X
ALCOHOL Y _____ N X **RESPONSIBLE PARTY** _____
MOTORIZED VEHICLES Y _____ N X **PARADE** _____ **SHOW** _____
PUBLIC OR PRIVATE EVENT PUBLIC
SECURITY Y _____ N X **# OFFICERS NEEDED** (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING Y _____ N X
NUMBER OF OUTLETS NEEDED 4
AMPS/WATTS NEEDED 30 AMP
TENT Y _____ N X **SET UP DAY/TIME** MARCH 27, 2020 10 AM
TENT SIZE: _____ **TAKE DOWN DAY/TIME** _____

STREETS DEPARTMENT

STREETS AFFECTED Y _____ N X
BARRICADES NEEDED (max 12) Y _____ N X
CONES NEEDED (max 48) Y _____ N X
STREETS TO BE CLOSED Y _____ N X

SET UP TIME

TAKE DOWN TIME

COMMUNITY SERVICES DEPARTMENT (Contingent upon availability)

NUMBER OF CHAIRS @ \$0.50 each _____ (max 500)
NO. OF ROUND TABLES @ \$2.00 each _____ (max 15)
NO. OF 8 FOOT TABLES @ \$2.00 each _____ (max 50)
NUMBER OF TRASH CANS 6 (max 25)
SET UP TIME FRIDAY, MARCH 27, 2020 10 AM
TAKE DOWN TIME SATURDAY, MARCH 28, 2020 2 PM

FOR INFORMATION CONTACT Kristina Vega, CITY SECRETARY
(830) 672-2815- City Hall citysecretary@cityofgonzales.org
(830) 672-2813- Fax

Insurance

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

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

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

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

The following types and amount of insurance are required:

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

Indemnity

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

Notification

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



AUTHORIZED SIGNATURE

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-19 Approving a First Amendment to Loan Agreement by and Between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC, A Texas Limited Liability Company and Historic Hospitality Management, LLC, A Texas Limited Liability Company

DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Come and Take It Properties, LLC has three loans with GEDC. All loans are current. Kasia Pabian, Individually, and Carl Caple, Individually, are the borrowers. Kasia Pabian has a buyer for the property; however, she proposes to have a Lease to Purchase Contract with Tiffany Hutchinson, Historic Hospitality Management, LLC. Ms. Pabian proposes to guarantee payment of the Loans with GEDC and Ms. Hutchinson IS responsible for other requirements of the Agreements.

GEDC Board unanimously approved amendments to two Agreements which include all three loans.

POLICY CONSIDERATIONS:

Approving GEDC Board action Amending Agreements with borrowers is consistent with previous City Council actions

FISCAL IMPACT:

No Fiscal Impact as the amount owed to GEDC and payment schedule does not change.

ATTACHMENTS:

Amended Agreements

STAFF RECOMMENDATION:

The GEDC Board respectfully requests City Council approval

RESOLUTION NO. 2020-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A FIRST AMENDMENT TO LOAN AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND COME AND TAKE IT PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY AND HISTORIC HOSPITALITY MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY; 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, on or about December 6, 2016, GEDC and Come and Take It Properties, LLC (hereinafter referred to as “Come and Take It”) entered into the original Loan Agreement in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (hereinafter referred to as the “Original Loan Agreement”) regarding financial assistance to repair the Dilworth Inn & Suites, located at 601 St. Joseph Street, City of Gonzales, Gonzales County, Texas; and

WHEREAS, the Come and Take It desires to assign some of the obligations of the Original Loan Agreement to Historic Hospitality Management, LLC; and

WHEREAS, Section 10(c) of the Original Loan Agreement provides that the Original Loan Agreement may not be assigned without the express written consent of the other party; and

WHEREAS, the City Council of the City of Gonzales, Texas, by this First Amendment consents to the assignment to Historic Hospitality Management of certain obligations contained in Sections 4(b) (Operation of the Dilworth Inn & Suites) and 4(c) (Job Creation and Retention requirements) of the Original Loan Agreement.

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, hereby approves the First Amendment to Loan Agreement, a copy of which is attached hereto as ***Exhibit A***, and is incorporated herein for all purposes, and authorizes the Mayor to execute this Resolution.

Section 3. 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 13th day of February, 2020.

APPROVED:

Connie L. Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

**FIRST AMENDMENT
TO
LOAN AGREEMENT**

This FIRST AMENDMENT TO LOAN AGREEMENT (hereinafter referred to as the “First Amendment”) is made and entered into by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and **COME AND TAKE IT PROPERTIES, LCC**, a Texas limited liability company (hereinafter referred to as the “Developer”) and **HISTORIC HOSPITALITY MANAGEMENT, LLC**, a Texas limited liability company (hereinafter referred to as “Historic Hospitality Management”):

RECITALS:

WHEREAS, on or about December 6, 2016, the GEDC and Developer entered into the original Loan Agreement in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (hereinafter referred to as the “Original Loan Agreement”) regarding financial assistance to reapiir the Dilworth Inn & Suites, located at 601 St. Joseph Street, City of Gonzales, Gonzales County, Texas; and

WHEREAS, the Developer desires to assign some of the obligations of the Original Loan Agreement to Historic Hospitality Management; and

WHEREAS, Section 10(c) of the Original Loan Agreement provides that the Original Loan Agreement may not be assigned without the express written consent of the other party; and

WHEREAS, the GEDC by this First Amendment consents to the assignment to Historic Hospitality Management of certain obligations contained in Sections 4(b) (Operation of the Dilworth Inn & Suites) and 4(c) (Job Creation and Retention requirements) of the Original Loan Agreement.

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, Developer, and Historic Hospitality Management agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENT TO ORIGINAL LOAN AGREEMENT.

(a) **Amendment to Original Loan Agreement.** That Section 4(b) of the Original Loan Agreement is hereby amended to read as follows:

“(c) **Operate Dilworth Inn & Suites.** Historic Hospitality Management covenants and

agrees during the Term of this Agreement, to maintain, operate, and keep open to the general public the Boutique Hotel located on the Property.”

- (b) **Amendment to Original Loan Agreement.** That Section 4(c) of the Original Loan Agreement is hereby amended to read as follows:

“(d) **Job Creation and Retention.** Historic Hospitality Management covenants and agrees during the Term of this Agreement to use commercially reasonable and good faith efforts to employ and maintain (or cause to be employed and maintained by the applicable tenant(s) and/or occupant(s) constituting such uses located on the Property) a minimum of ten (10) Full-Time Equivalent Employment Positions working at the Property. Historic Hospitality Management covenants and agrees beginning on **December 1, 2020**, and during the Term of this Agreement, Historic Hospitality Management shall deliver to Lender an annual compliance verification signed by a duly authorized representative of Historic Hospitality Management that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). Historic Hospitality Management covenants and agrees beginning on **December 1, 2020**, and annually thereafter during the Term of this Agreement, there will be a total of two (2) Annual Compliance Verifications due and submitted to the Lender covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this First Amendment:

- (a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment 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 First Amendment 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 First Amendment shall lie in the state district courts of Gonzales County, Texas.
- (c) **Assignment.** The parties shall have the right to assign its rights and/or obligations under this First Amendment, or any interest herein, without the prior written consent of the other Parties.

- (d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. GEDC warrants and represents that the individual executing this First Amendment on behalf of the GEDC has full authority to execute this First Amendment and bind the GEDC to the same. Developer warrants and represents that the individual executing this First Amendment on Developer's behalf has full authority to execute this First Amendment and bind it to the same. Historic Hospitality Management warrants and represents that the individual executing this First Amendment on Historic Hospitality Management's behalf has full authority to execute this First Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.
- (f) **Counterparts.** This First Amendment 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) **Effective Date.** The effective date (the "Effective Date") of this First Amendment shall be the date of the latter to execute this First Amendment by and between the GEDC, Developer, and Historic Hospitality Management.
- (h) **Original Loan Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Loan Agreement and any other amendments remain in full force and effect except where specifically modified by this First Amendment.
- (i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

GEDC:

**GONZALES ECONOMIC
DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: _____
Dewey Smith, President
Date Signed: _____

STATE OF TEXAS §
 §
COUNTY OF GONZALES §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Dewey Smith, President of the Gonzales Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

DEVELOPER:

COME AND TAKE IT PROPERTIES, LLC,
A Texas limited liability company

Kasia Pabian, Manager

Date Signed: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on the ____ day of _____
_____, 2020, by Kasia Pabian, Manager of Come and Take It Properties, LLC, a Texas limited
liability company, on behalf of said company.

Notary Public, State of _____

HISTORIC HOSPITALITY MANAGEMENT:

**HISTORIC HOSPITALITY MANAGEMENT,
LLC,**

A Texas limited liability company

Name: _____

Title: _____

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____
_____, 2020, by _____, _____ of Historic Hospitality
Management, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-20 Approving a Second Amendment to Loan Agreement by and Between the Gonzales Economic Development Corporation and Come and Take It Properties, LLC, A Texas Limited Liability Company And Historic Hospitality Management, Llc, A Texas Limited Liability Company

DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Come and Take It Properties, LLC has three loans with GEDC. All loans are current. Kasia Pabian, Individually, and Carl Caple, Individually, are the borrowers. Kasia Pabian has a buyer for the property; however, she proposes to have a Lease to Purchase Contract with Tiffany Hutchinson, Historic Hospitality Management, LLC. Ms. Pabian proposes to guarantee payment of the Loans with GEDC and Ms. Hutchinson IS responsible for other requirements of the Agreements.

GEDC Board unanimously approved amendments to two Agreements which include all three loans.

POLICY CONSIDERATIONS:

Approving GEDC Board action Amending Agreements with borrowers is consistent with previous City Council actions

FISCAL IMPACT:

No Fiscal Impact as the amount owed to GEDC and payment schedule does not change.

ATTACHMENTS:

Amended Agreements

STAFF RECOMMENDATION:

The GEDC Board respectfully requests City Council approval.

RESOLUTION NO. 2020-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING A SECOND AMENDMENT TO LOAN AGREEMENT BY AND BETWEEN THE GONZALES ECONOMIC DEVELOPMENT CORPORATION AND COME AND TAKE IT PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY AND HISTORIC HOSPITALITY MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY; 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, on or about March 6, 2014, the GEDC and Come and Take It Properties, LLC (hereinafter referred to as “Come and Take It”) entered into the original Loan Agreement (hereinafter referred to as the “Original Loan Agreement”) regarding financial assistance to construct improvements to the existing Dilworth Bank Building, located at 601 St. Joseph Street, City of Gonzales, Gonzales County, Texas; and

WHEREAS, on or about April 18, 2018, the GEDC and Come and Take It entered into the First Amendment (hereinafter referred to as the “First Amendment”) regarding financial assistance to construct improvements to the existing Dilworth Bank Building, located at 601 St. Joseph Street, City of Gonzales, Gonzales County, Texas; and

WHEREAS, the Come and Take It desires to assign some of the obligations of the Original Loan Agreement to Historic Hospitality Management, LLC; and

WHEREAS, Section 10(c) of the Original Loan Agreement provides that the Original Loan Agreement may not be assigned without the express written consent of the other party; and

WHEREAS, the City Council of the City of Gonzales, Texas, by this Second Amendment consents to the assignment to Historic Hospitality Management of certain obligations contained in Sections 4(c) (Operation of the Bed and Breakfast Establishment) and 4(d) (Job Creation and Retention requirements) of the Original Loan Agreement.

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, hereby approves the Second Amendment to Loan Agreement, a copy of which is attached hereto as *Exhibit A*, and is incorporated herein for all purposes, and authorizes the Mayor to execute this Resolution.

Section 3. 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 13th day of February, 2020.

APPROVED:

Connie L. Kacir, Mayor

ATTEST:

Kristina Vega, City Secretary

**SECOND AMENDMENT
TO
LOAN AGREEMENT**

This SECOND AMENDMENT TO LOAN AGREEMENT (hereinafter referred to as the “Second Amendment”) is made and entered into by and between the **GONZALES ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “GEDC”), and **COME AND TAKE IT PROPERTIES, LCC**, a Texas limited liability company (hereinafter referred to as the “Developer”) and **HISTORIC HOSPITALITY MANAGEMENT, LLC**, a Texas limited liability company (hereinafter referred to as “Historic Hospitality Management”):

RECITALS:

WHEREAS, on or about March 6, 2014, the GEDC and Developer entered into the original Loan Agreement (hereinafter referred to as the “Original Loan Agreement”) regarding financial assistance to construct improvements to the existing Dilworth Bank Building, located at 601 St. Joseph Street, City of Gonzales, Gonzales County, Texas; and

WHEREAS, on or about April 18, 2018, the GEDC and Developer entered into the First Amendment (hereinafter referred to as the “First Amendment”) regarding financial assistance to construct improvements to the existing Dilworth Bank Building, located at 601 St. Joseph Street, City of Gonzales, Gonzales County, Texas; and

WHEREAS, the Developer desires to assign some of the obligations of the Original Loan Agreement and First Amendment to Historic Hospitality Management; and

WHEREAS, Section 10(c) of the Original Loan Agreement provides that the Original Loan Agreement may not be assigned without the express written consent of the other party; and

WHEREAS, the GEDC by this Second Amendment consents to the assignment to Historic Hospitality Management of certain obligations contained in Sections 4(c) (Operation of the Bed and Breakfast Establishment) and 4(d) (Job Creation and Retention requirements) of the Original Loan Agreement.

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, Developer, and Historic Hospitality Management agree as follows:

SECTION 1. FINDINGS INCORPORATED.

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

SECTION 2. AMENDMENT TO ORIGINAL LOAN AGREEMENT.

- (a) **Amendment to Original Loan Agreement.** That Section 4(c) of the Original Loan Agreement is hereby amended to read as follows:

“(c) **Operate Boutique Hotel.** Historic Hospitality Management covenants and agrees during the Term of this Agreement, to maintain, operate, and keep open to the general public the Boutique Hotel located on the Property.”

- (b) **Amendment to Original Loan Agreement.** That Section 4(d) of the Original Loan Agreement is hereby amended to read as follows:

“(d) **Job Creation and Retention.** Historic Hospitality Management covenants and agrees during the Term of this Agreement to use commercially reasonable and good faith efforts to employ and maintain (or cause to be employed and maintained by the applicable tenant(s) and/or occupant(s) constituting such uses located on the Property) a minimum of ten (10) Full-Time Equivalent Employment Positions working at the Property. Historic Hospitality Management covenants and agrees beginning on **December 1, 2020**, and during the Term of this Agreement, Historic Hospitality Management shall deliver to Lender an annual compliance verification signed by a duly authorized representative of Historic Hospitality Management that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). Historic Hospitality Management covenants and agrees beginning on **December 1, 2020**, and annually thereafter during the Term of this Agreement, there will be a total of six (6) Annual Compliance Verifications due and submitted to the Lender covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.”

SECTION 3. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Second Amendment:

- (a) **Amendments.** This Second Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this Second Amendment. No alteration of or amendment to this Second Amendment 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 Second Amendment 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 Second Amendment shall lie in the state district courts of Gonzales County, Texas.

- (c) **Assignment.** The parties shall have the right to assign its rights and/or obligations under this Second Amendment, or any interest herein, without the prior written consent of the other Parties.
- (d) **Binding Obligation.** This Second Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. GEDC warrants and represents that the individual executing this Second Amendment on behalf of the GEDC has full authority to execute this Second Amendment and bind the GEDC to the same. Developer warrants and represents that the individual executing this Second Amendment on Developer's behalf has full authority to execute this Second Amendment and bind it to the same. Historic Hospitality Management warrants and represents that the individual executing this Second Amendment on Historic Hospitality Management's behalf has full authority to execute this Second Amendment and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Second Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the Second Amendment.
- (f) **Counterparts.** This Second Amendment 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) **Effective Date.** The effective date (the "Effective Date") of this Second Amendment shall be the date of the latter to execute this Second Amendment by and between the GEDC, Developer, and Historic Hospitality Management.
- (h) **Original Loan Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Loan Agreement, First Amendment, and any other amendments remain in full force and effect except where specifically modified by this Second Amendment.
- (i) **Severability.** The provisions of this Second Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Second Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Second Amendment shall be enforced as if the invalid provision had never been included.
- (j) **Time is of the Essence.** Time is of the essence in the performance of this Second Amendment.

DEVELOPER:

COME AND TAKE IT PROPERTIES, LLC,
A Texas limited liability company

Kasia Pabian, Manager

Date Signed: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on the ____ day of _____
_____, 2020, by Kasia Pabian, Manager of Come and Take It Properties, LLC, a Texas limited
liability company, on behalf of said company.

Notary Public, State of _____

HISTORIC HOSPITALITY MANAGEMENT:

**HISTORIC HOSPITALITY MANAGEMENT,
LLC,**

A Texas limited liability company

Name: _____

Title: _____

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____
_____, 2020, by _____, _____ of Historic Hospitality
Management, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-21 Authorizing the City Manager to Extend the Depository Agreement for an additional two years with Sage Capital Bank

DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

On May 9, 2017 the City Council Designated a Depository for the City of Gonzales and Authorized the City Manager to Execute a Depository Agreement with Sage Capital Bank. On May 22, 2017 the Gonzales Economic Development Corporation Designated a Depository for the Gonzales Economic Development Corporation and Authorized the Board Chair to execute a Depository Agreement with Sage Capital Bank. The Agreement shall terminate April 30, 2020, however it may be extended for an additional two years with the written mutual agreement of all parties 60 days before the termination date which would extend the Depository Agreement to May 1, 2022. The City Manager and Finance Director of the City of Gonzales and the President/CEO of the Gonzales Economic Development Corporation would prefer to extend the Depository Agreement for the City of Gonzales and the Gonzales Economic Development Corporation. The Gonzales Economic Development Corporation will hold their regularly scheduled meeting on February 24, 2020 to discuss the Depository Agreement Extension.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Depository Agreement.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXTEND THE DEPOSITORY AGREEMENT FOR AN ADDITIONAL TWO YEARS WITH SAGE CAPITAL BANK; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 105, Subchapter B of the Local Government Code, the City Council of every municipality shall designate, by an order recorded in it's minutes, the bank, credit union, or savings association which will serve as the depository for the municipality's funds; and

WHEREAS, the City of Gonzales and Gonzales Economic Development Corporation shall select a primary Depository through banking services procurement process which satisfies the requirement listed in the Investment Policy; and

WHEREAS, as authorized under Chapter 105, Subchapter B of the Local Government Code, the City of Gonzales and the Economic Development Corporation received applications for the performance of depository services on April 26, 2017; and

WHEREAS, the City of Gonzales and the Gonzales Economic Development Corporation entered into a Depository Agreement with Sage Capital Bank on June 1, 2017 as authorized under Chapter 105, Subchapter B of the Local Government Code; and

WHEREAS, according to the Depository Agreement, it will terminate on April 30, 2020, but may be extended for an additional two years to May 1, 2022 with the mutual agreement of both parties; and

WHEREAS, the Gonzales Economic Development Corporation will hold their regularly scheduled meeting on February 24, 2020 to discuss the Depository Agreement Extension; and,

WHEREAS, the City Council finds that extending the Depository Agreement with Sage Capital Bank 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 extend the Depository Agreement for an additional two years with Sage Capital Bank.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-22 Authorizing approval of the proposal from Mark Metzler Welding, LLC and to provide direction as to funding of project.

DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales Main Street, several Departments and Organizations of the City hold events that are in need of a stage for the purpose of bringing entertainment events to Gonzales. The cost of stage has been budgeted in the City Budget under General Funds, Main Street Department for 2019-2020. As instructed by City Manager Tim Patek a committee consisting of Daisy Scheske-Freeman, Keith Schauer, Anne Dollery, Ashley Simper and Barbara Friedrich was formed to discuss several options. They met on November 19, 2019 to discuss different stage options. They discussed the possibility of building a permanent stage on Confederate Square, purchasing a manufactured mobile stage, and considering Mark Metzler Welding, LLC's design to build a custom stage. Needing further information from Mark Metzler, the committee met with Mark on December 4th to go over his plans. Daisy Scheske Freeman, Keith Schauer, Anne Dollery and Barbara Friedrich were present. The stage will be a 30 x 16 metal frame with metal plate flooring coated in slip resistant herculiner paint. It can be easily moved from location to location by a truck. The committee agreed that a permanent stage on Confederate Square would not be a feasible option as this would take up valuable parking space on the square and would be limited to events that are just held on Confederate Square. A mobile stage would give more organizations an opportunity to use the stage and could be easily set up at any location. A manufactured stage would be 20x15, which is quite small and could not handle some of the bands organizations would like to hire. Discussion was made as to the maintenance of a manufactured stage versus Mark Metzler Welding's proposal. The manufactured mobile stages have hydraulic outriggers and are powered by electric pump and gas motor whereas Mark's design is assembled manually. Considering size and maintenance of the stage, the committee recommended they propose to go with Mark Metzler Welding, LLC's plans to build the stage for a cost of \$43,500.00. This recommendation was to be presented to the Main Street Advisory Board for recommendation to City Council.

The Gonzales Main Street Advisory Board had a called meeting on January 7, 2020 at 5:30 p.m. to discuss recommendation to City Council for the purchase of a stage. John Boothe, Gregory Webb, Connie Dolezal, Sherri Schellenberg, Shelli Shelton, Debbie Toliver, Meena Patel, Karen Jacobs, D'anna Robinson, Amy Cersnoke, Cheri Lane, and Carlos Camarillo were present constituting a quorum. Mark Metzler was present to answer any questions. The board discussed the various options. Following discussion, Gregory Webb moved to recommend to City Council

to move forward with Mark Metzler Welding LLC' s plans to build a stage. Shelli Shelton seconded the motion. The motion prevailed by unanimous vote.

POLICY CONSIDERATIONS:

As set forth in the City's Fiscal and Budgetary Policy Statements; all purchases made over \$10,000 but less than \$50,000 shall require three written quotes or pricing obtained through any interlocal purchasing authority or cooperative.

FISCAL IMPACT:

Account #100-7-105-608 has budgeted amount of \$85,000.00 in the 209-2020 Fiscal Year Budget that was verified with the Finance Director. The purchase price for the new stage with attachments will be \$43,500.00.

STAFF RECOMMENDATION:

Staff respectfully requests the approval of this resolution.

RESOLUTION NO. 2020-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPROVAL OF THE PROPOSAL FROM MARK METZLER WELDING, LLC. AND TO PROVIDE DIRECTION AS TO FUNDING OF PROJECT; 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, Purchases made over \$10,000 but less than \$50,000 shall require three written quotes or pricing obtained through any interlocal purchasing authority or cooperative; and,

WHEREAS, three written quotes were requested from three vendors for proposed stage; and,

WHEREAS, the Finance Director verified that funds are currently budgeted in Vehicles/Equipment GL Account 100-7-105.608 which has a budgeted balance of \$85,000.00 in the 2019-2020 Fiscal Year Budget; and,

WHEREAS, if purchased from Mark Metzler Welding, LLC. the total cost of the proposed stage \$43,500.00; and,

WHEREAS, the City Council finds that purchasing portable stage from Mark Metzler Welding, LLC. is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

NOW, THEREFORE, BE IT 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 portable stage from Mark Metzler Welding, LLC. in an amount not to exceed \$43,500.00.

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 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

Mark Metzler Welding, LLC
527 CR 523
Gonzales, Texas 830-857-0803

January 23,2020

Attn: Barbara Fredrich

Per request of : City of Gonzales

I have previously submitted a drawing and a bid for a stage to be built for City of Gonzales.
Below is breakdown for material and labor.

Labor and design	22000.00
Material	<u>21500.00</u>
Total	\$ 43,500

1/30/20

City of Gonzales

Proposal to build a 30 ft x 15 ft portable covered stage. It will require minimal maintainace and very simple set up for events. It will come with a 5 year warranty on materials and labor not including tires, neglect or acts of nature (ie hail or extreme wind). Once completed an instruction manual will be provided for set up and use. In order to be completed for the 2020 Summer Concerts construction will need to begin March 1st so approval is asked prior to that date. The total cost will be \$43,500.00. Twenty five percent will be needed at start up with an additional 25 percent at the midpoint of construction.

Thank you for your consideration.

Mark Metzler

PORTABLE STAGE

GONZALES, TX

FOR REVIEW

INDEX:

COVER

A1: ELEVATION AT FRONT
A2: ELEVATION AT END
A3: FRAMING AT BASE

FINISH SCHEDULE:

1. METAL PLATE FLOORING COATED IN SLIP RESISTANT HERCULINER PAINT- BLACK
2. SHEET METAL COLOR- TBD

CONSTRUCTION METHODS

1. COLUMNS ARE 4"x4"x1/4" SQUARE TUBING
2. METAL FRAMING IS 2"x2"x1/8" SQUARE TUBING
3. 36" RAILING (2"x2"x1/8" SQUARE TUBING) WITH KICKPLATE
4. R PANEL ROOF
5. JACK AT EACH OF THE FOUR CORNERS FOR LEVELING
6. 12" BROW OF SHEETMETAL ON ENDS AND REAR
7. FOLDOUT STAGE HAS REMOVABLE LEGS
8. HINGED BANNER HOLDERS MADE OF 2"x2"x1/8" SQUARE TUBING AND FOLDS BACK FOR TRANSPORTATION
9. METAL PLATE STAGE FLOOR

REVISION NOTES:

FOR REVIEW

MARK METZLER

GONZALES, TX

Date: 10/21/19

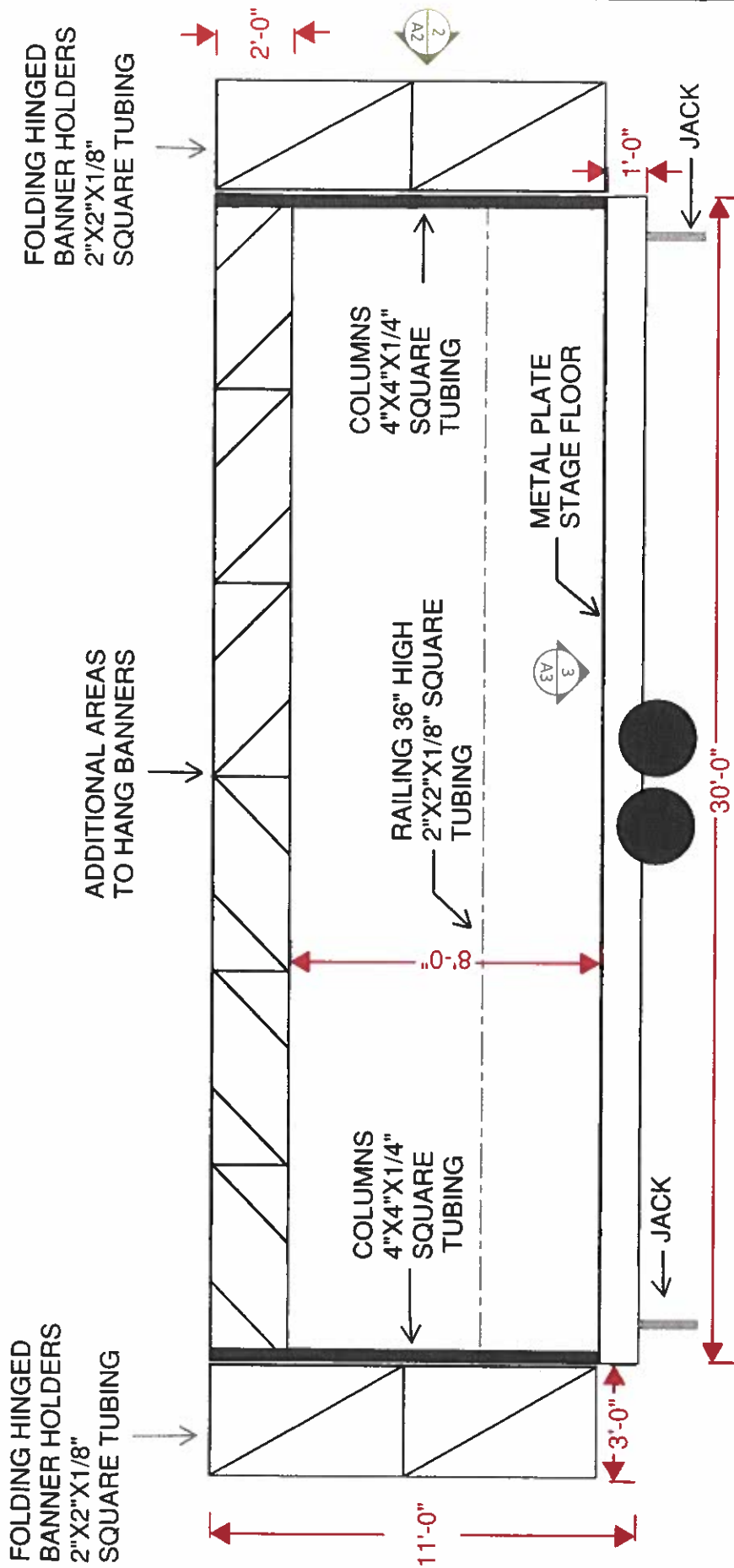
Drawn by: SAA

Checked by: MM

Project No:

PORTABLE STAGE
GONZALES, TX

COVER



REVISION NOTES:

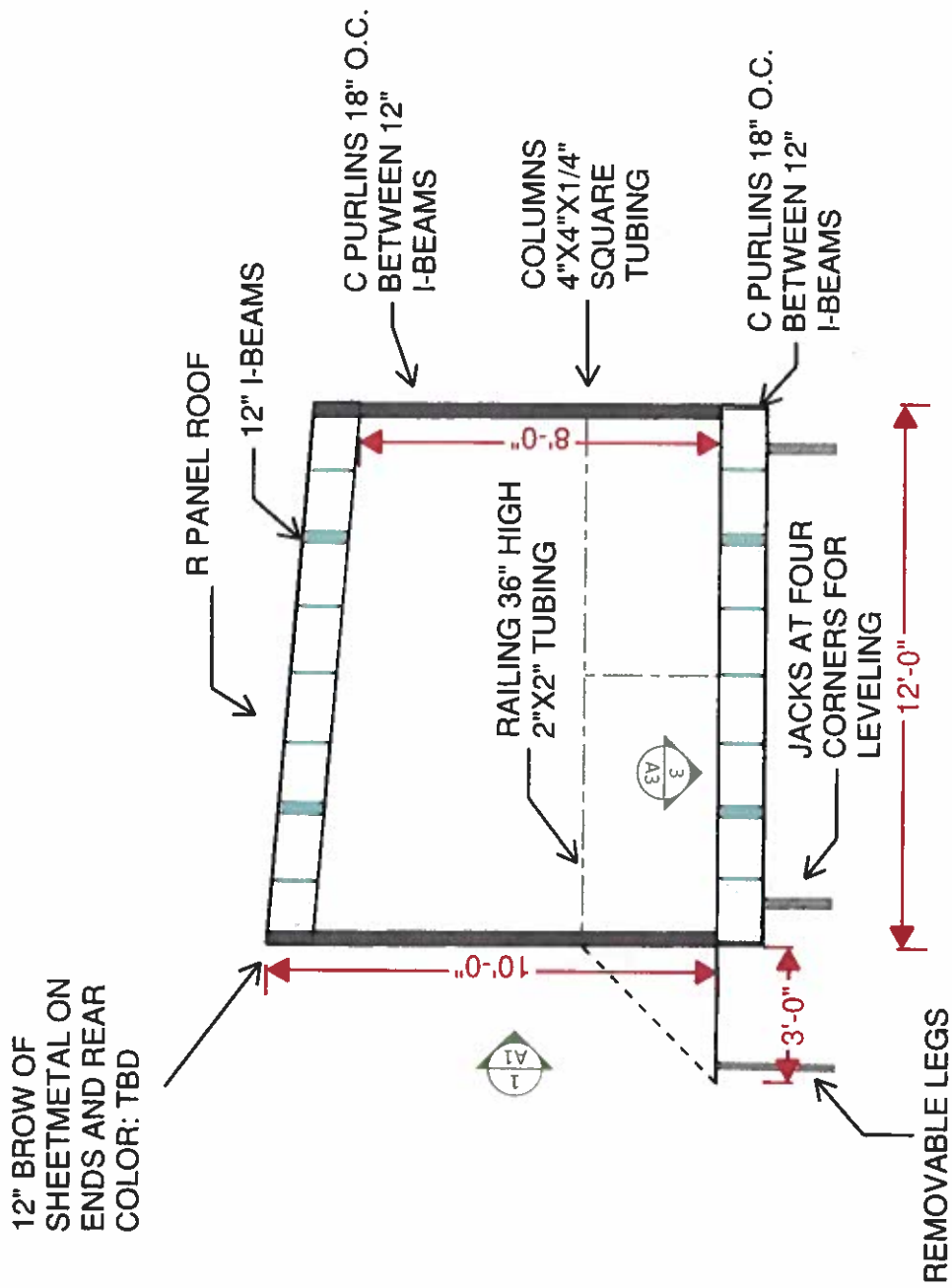
FOR REVIEW

MARK METZLER
GONZALES, TX

Date: 12/01/19
Revision No: 1
Drawn by: SAM
Checked by: AM
Project No:

PORTABLE STAGE
GONZALES, TX

A1



REVISION NOTES:

FOR REVIEW

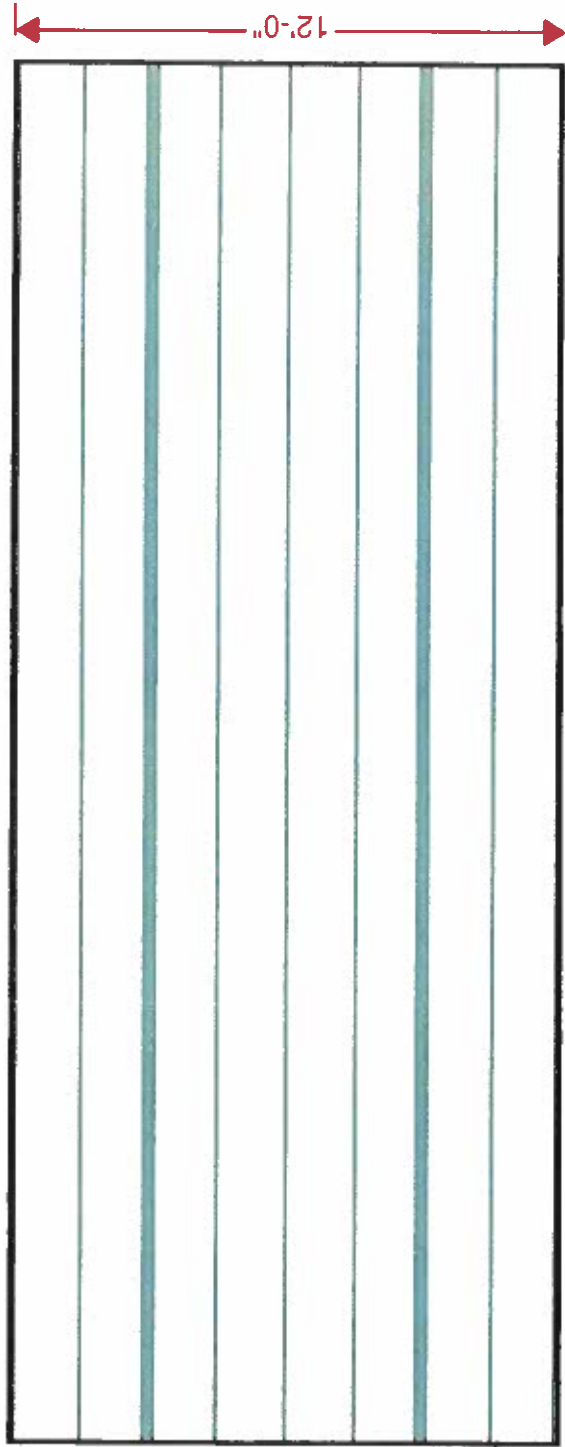
MARK METZLER
GONZALES, TX

Date: 12/1/19
Revision No: 1
Drawn by: SAM
Checked by: MM
Project No:

PORTABLE STAGE
GONZALES, TX

A2

12" I-BEAMS



PURLINS 18" O.C.
ETWEEN 12"
BEAMS

30'-0"

12'-0"



REVISION NOTES

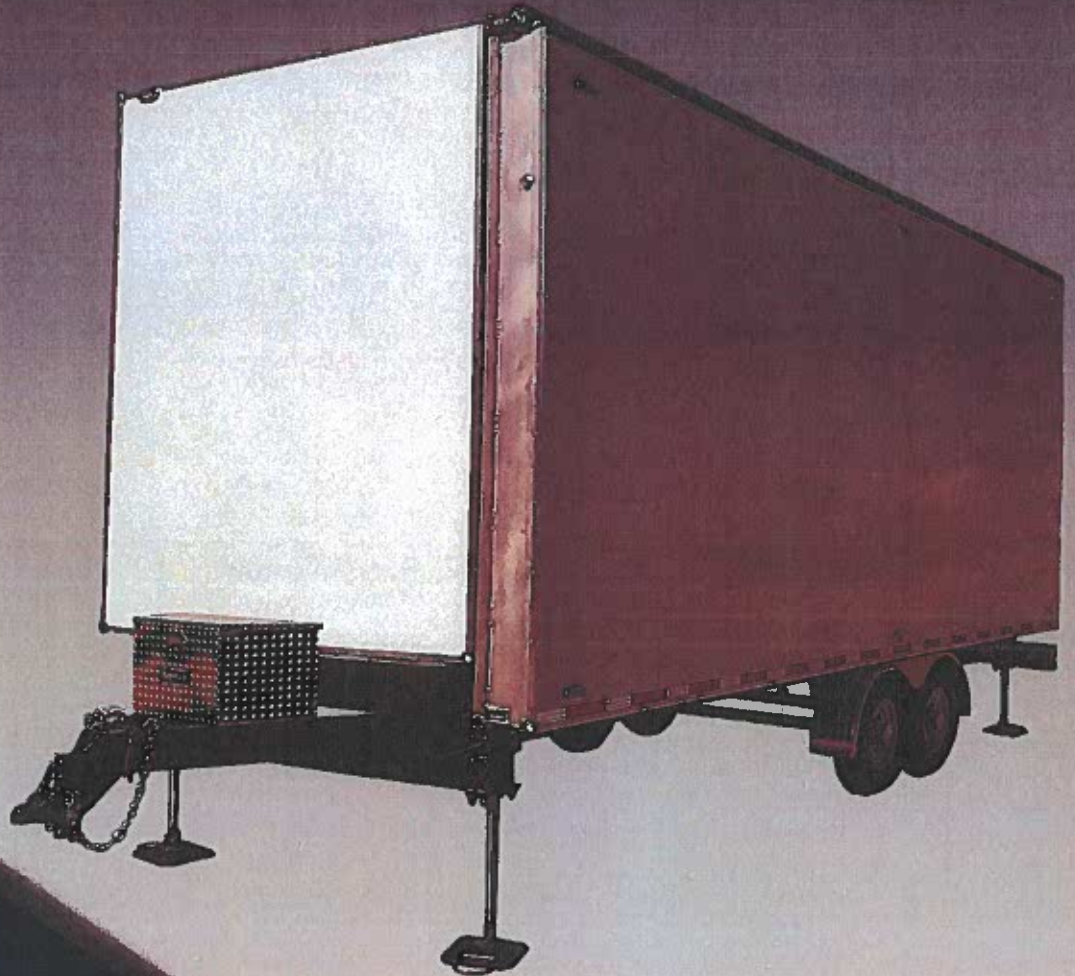
FOR REVIEW

MARK METZLER
GONZALES, TX

Date: 12/01/15
Revised No. 1
Drawn by: SMM
Checked by: MAM
Project No.

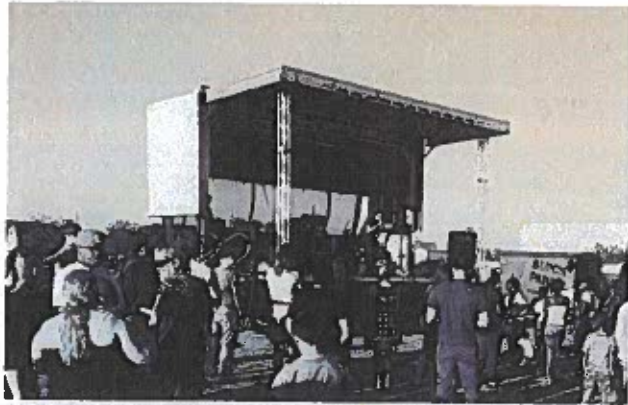
PORTABLE STAGE
GONZALES, TX

A3



APEX2016

**First fully-hydraulic
stage in its class!**



Innovation Meets Convenience

Featuring a 20' x 16' stage deck (with 11' 10" of trim height) and the availability to be towed with a bumper / ball hitch by a one ton truck, this is our most economical and most versatile mobile stage.

This stage is small, but produces no compromises for a stage this size. It has excellent fit and finish, solid build, can fly 800 lbs on the flybays, and additional 3,000 lbs of cargo can be secured and hauled inside the enclosed trailer.

Ease of operation, maneuverable in tight areas, and budget friendly, this mobile stage maintains APEX quality, and makes it the "perfect fit" for facilitating smaller venues.



The APEX 2016 is equipped with steel wheels, hydraulic outriggers and operation, all steel construction trailer frame, and two single axles.

The stage hydraulics are powered by electric pump and gas motor.

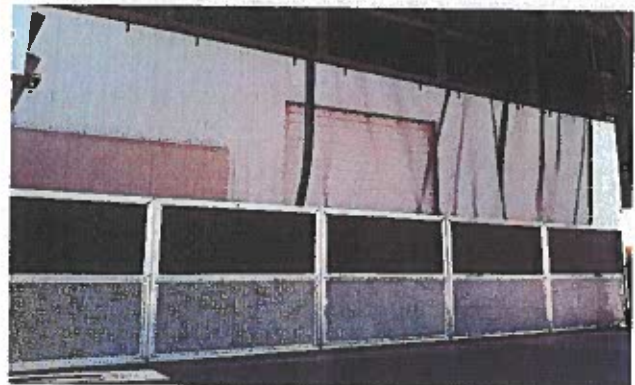
Aluminum stairs, back drops, 4' x 8' deck extensions, outrigger pads, and banner package can all be purchased for an additional price with this unit.



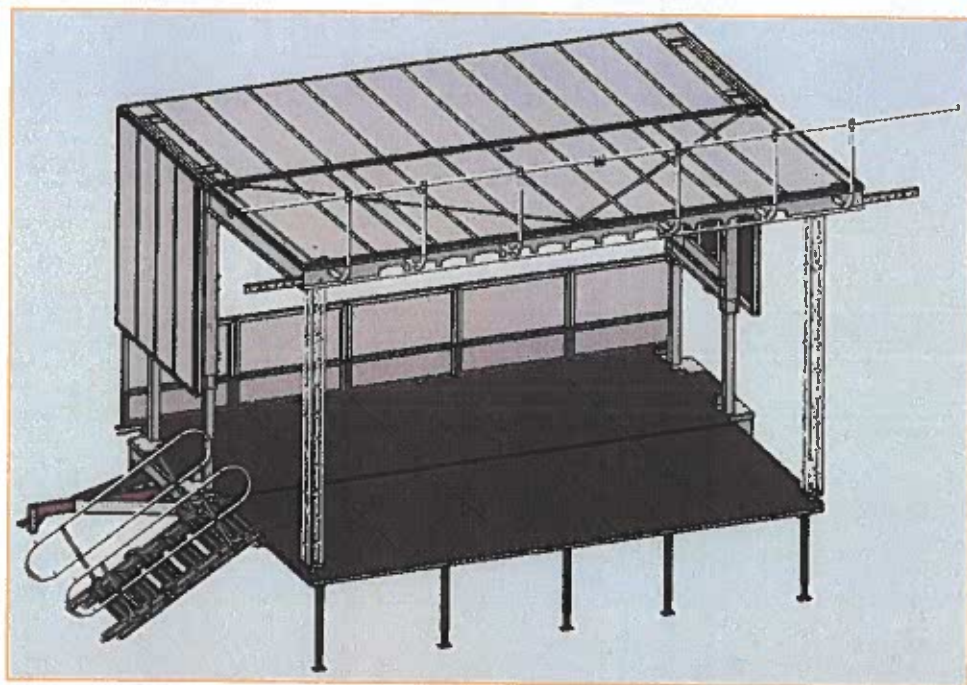
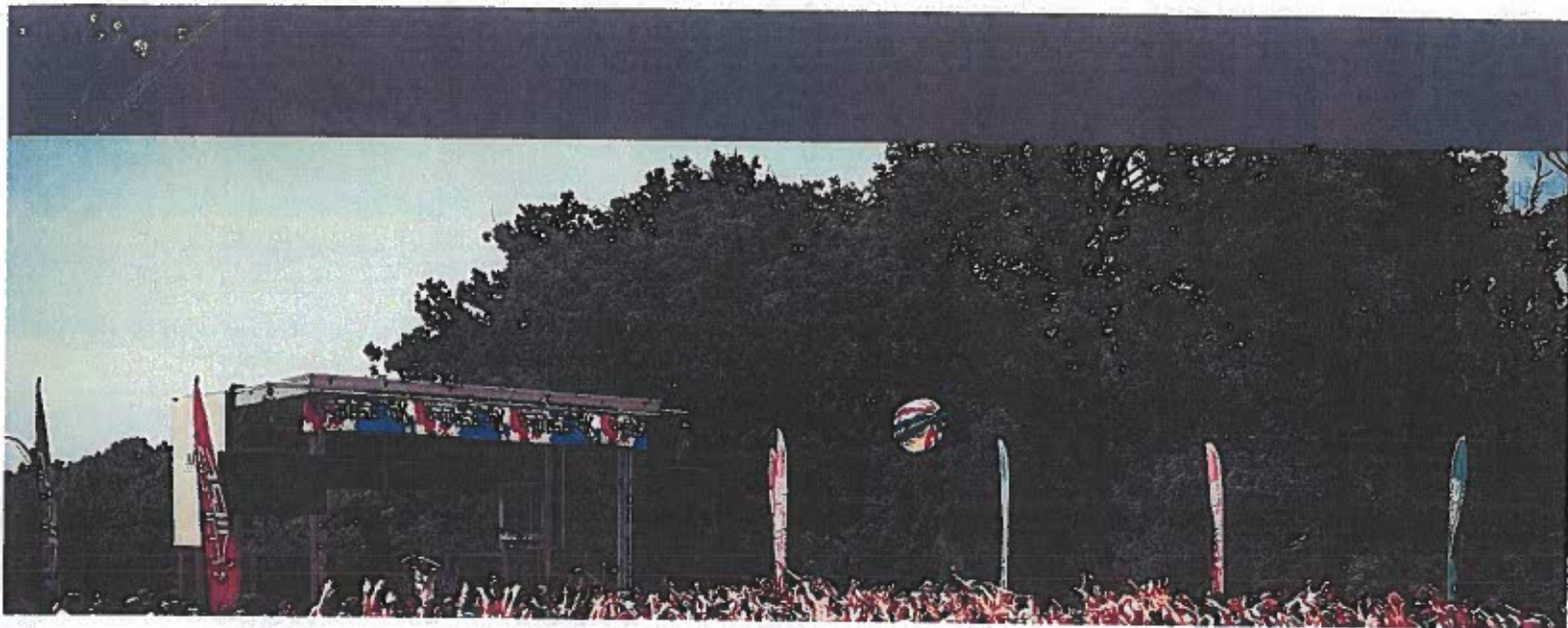
APEX2016 shown here with optional deck extensions

Patented Panel Design

The APEX 2016 opens on the front side and has a removable modular panel back. The bottom back panels can be left in place to act as handrails.



- Real truss towers
- Redesigned hitch for smoother ride and better towing experience.



Unfold the Possibilities™

Progressive Products, Inc
3305 Airport Circle
Pittsburg, KS 66762
620-235-1712
www.apexstages.com

Made in the USA



PRICING-2016

Apex Stages (A Division of Progressive Products, Inc.)

"Unfolding the Possibilities"

3305 Airport Circle, Pittsburg, KS 66762

Phone 620-235-1712 Fax 620-235-1772

jhess@progressiveproductsinc.com

GONZALES
MAIN
STREET

QUOTE EXPIRES 10/24/2019

SALESPERSON	CONDITIONS	PAYMENT TERMS	PAYMENT METHODS
JEFF HESS	ALL SALES F.O.B.	10K TO HOLD STAGE IN PRODUCTION, BALANCE DUE ON PICKUP	CHECK OR BANK TRANSFER ONLY

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	APEX 2016 FULLY HYDRAULIC MOBILE STAGE TRAILER STANDARD FEATURES: GAS AND ELECTRIC POWER, FRONT CONTROLS, SPEAKER BARS, CORNER TOWERS, SPARE TIRE, TOWER SHUTTLES, TOOL BOX/TOOLS, GAP SLATS, CARGO STRAPS, OUTRIGGER PADS	\$76,000.00	\$76,000.00
1	14' EQUIPMENT RAMP	\$2,265.00	\$2,265.00
1	STAIR STEP ATTACHMENT	\$1,790.00	\$1,790.00
2	4X8 EXTENSION DECK PLATFORMS W/HARDWARE	\$1,200.00	\$2,400.00
	TRAINING AT THE APEX STAGE FACILITIES IN SOUTHEAST KANSAS FREE OF CHARGE.		
	DELIVERY AND/OR TRAINING AT CUSTOMER LOCATION WILL COST ROUGHLY \$3,500 - \$5,000		

MESH BACKDROP \$470.00
SOLID FRONT SKIRT \$225.00
BANNERING KIT \$1,100.00

**KANSAS SALES TAX (KANSAS RESIDENTS NOT EXEMPT)

TOTAL	\$82,455.00
SALES TAX	EXEMPT**
TOTAL	\$82,455.00

SPECIFICATIONS

Trailer:

Length 25' 6"
Width 102"
Height 11' 10"
Weight 8000#
Tongue Weight #800
Standard Bumper Pull Tow Hitch
(2) 6,000 LB Rated Leaf Spring Axles
Electric Brakes on all Wheels
Emergency Breakaway System
Cargo Capacity 4,000 LBS
Cargo Area 18' x 7'6" x 4'8"

Roof Structure & Rigging:

Fiberglass Roof Molded to Aluminum Structure 21' 10" x 16'
(2) 8.5" x 8.5" Box Truss Downstage Corner Support Towers 11'7"
Aluminum Mast – One Per End
Deck to Roof Top 12' 8"
Deck to Downstage roof beam 12' 8"
Deck to Center Roof beam 11' 10"
Deck to Upstage Roof beam 11' 3"
(2) 2" Aluminum Diameter Tube Roof Beams (1000 LB Load Capacity each)
(6) Banner Package Support Arm Portholes in roof beam
Built-In Rigging Points
(2) Steel speaker wing Fly-Bay rigging bars @ 700# capacity

Hydraulics:

High Power Integrated Hydraulic System –Fully hydraulic set up of the floor, roof, and outriggers.
(4) Hydraulic Outriggers/Stage Levels with range of 3'9" to 5' 10"

Power:

5 HP Honda gas powered motor
1.5 HP / 20 amp Electric Motor to supplement gas motor,.

Stage:

Deck: Black Marine grade plywood on steel/quick leveling jacks 20'x15'10"
Height Range 45" to 69"
Ground to Roof 15' 6"
Weight Rating 150 LBs per sq. ft.
Support - (5) 8000 LB Capacity support jacks
Multifunctional Extruded Aluminum Deck Edges
(1) Aluminum Stairway w/Handrails
(2) 4'x8' Deck extensions with all necessary adjustable jacks/hardware and guardrails

Standards:

Certifications Stamped by Professional Engineers for use in all 50 U.S. States.

Wind Load: 30 mph sustained winds without windwall

20 mph sustained winds with windwall

Stage Dressing Package:

70% Blow-through quick release backdrop (20'x 12')

36' Solid front skirt

Banner Package:

Made from 2" diameter aluminum tubing:

(6) Straight Banner Support Arms w/pins

(6) Elbow Banner Support Arms w/pins

(1) 28' Banner rigging tube

Stage Accessories

(2) Corner Tower "Shuttles"

(4) Floor Gap Slats (Steel anodized extruded)

(1) Aluminum Tool Box Containing:

(1) Level

(1) Gas Can

(1) 1/2" Drive Socket Wrench

(4) Outrigger Pads

(4) Mast Pins

(1) Complete User Manual

Delivery, Installation & Training

The complete system shall be assembled and tested as a complete system at the factory prior to shipment. A comprehensive quality assurance inspection test certificate shall be part of the Operation Manual (1 set) that shall be shipped with the system.

The user shall receive training by the distributor on the operation and maintenance of the system as required.

Warranty

The equipment supplied shall be guaranteed to be new, of current design, and free of all defects in material and workmanship for a period of (1) one year. If a defect is discovered within the one year time frame, manufacturer will repair defect or replace defective component at manufacturer expense.

Customer Service - User must be provided access to a manufacturer customer service representative 24 hours a day, 7 days a week.



INNOVATIVE MOBILE STAGING

827 L'Ange-Gardien Blvd., L'Assomption
Quebec, Canada J5W 1T3

T 1 450.589.1063

F 1 450.589.1711

North America 1 800.267.8243

stageline.com

**STAGE
LINE®**



SL75

A HIGHER STAGING
STANDARD



STAGELINE SL 75

COMPACT AND PROFESSIONAL

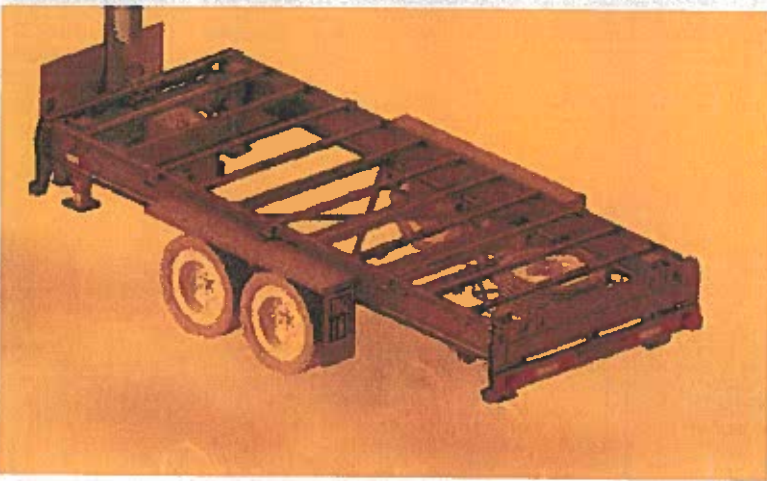


Courtesy of Outerstage

4,250 LB
(1,930 KG)
ROOF RIGGING CAPACITY
150 LB/FT²
(732 KG/M²)
FLOOR CAPACITY

With over 30 years in the staging industry, Stageline has earned the reputation as the leading designer and manufacturer of hydraulic mobile stages.

All our ideas, concepts and developments are user oriented and enable technicians, creative designers, artists and event organizers to carry out their work with total peace of mind.



Before its main usage as an outdoor stage, a mobile stage must perform as a road legal trailer.

Our advanced design combines a custom Stageline chassis with multiple hinged panels and telescoping structures that will not alter in performance from mileage and bad roads. It results in excellent road handling and safety year after year.

HEAVY DUTY HYDRAULIC ROOF LIFTING

1

Trailer levelled with hydraulic stabilizers (optional).



2

Trailer sides and floor panels equipped with gas springs.



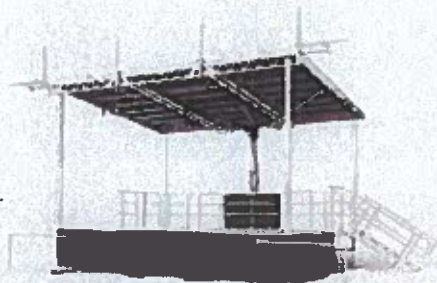
3

Roof raised with hydraulic mast.




4

Install stairs, guardrails and add accessories.



SPECIFICATIONS

Floor	20' X 16' (6.1 x 4.9 m)
Floor Panels	150 lb/ft ² (732 kg/m ²)
Set-up*	2 x 
Wind resistance	115 MPH (185 KM/H)
Roof Rigging	4,250 LB (1,930 KG)
Sound Rigging	750 LB /side (340 KG) /side

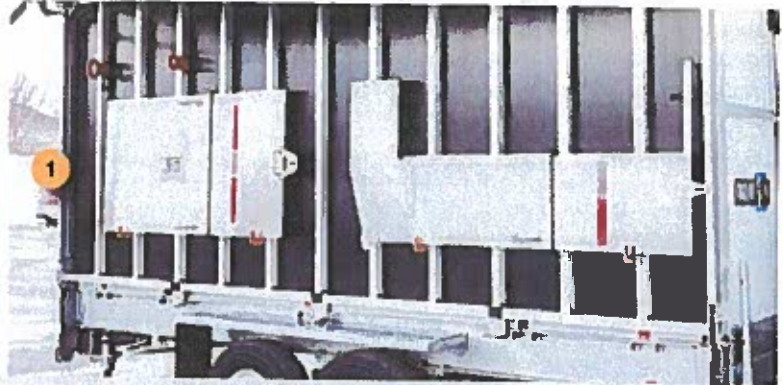
* Stageline promotes safe working habits by having a minimum of two workers on every job site.

FAST & EASY SET UP IN ONLY 30 MINUTES

FEATURES



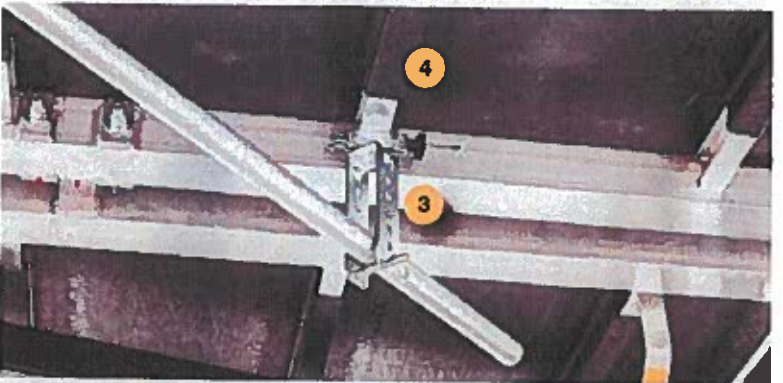
1 New easy access door and **integrated storage** system under floor panels.



2 Roof raised with a simple operation of the **12v remote** controlling the hydraulic lifting mast.

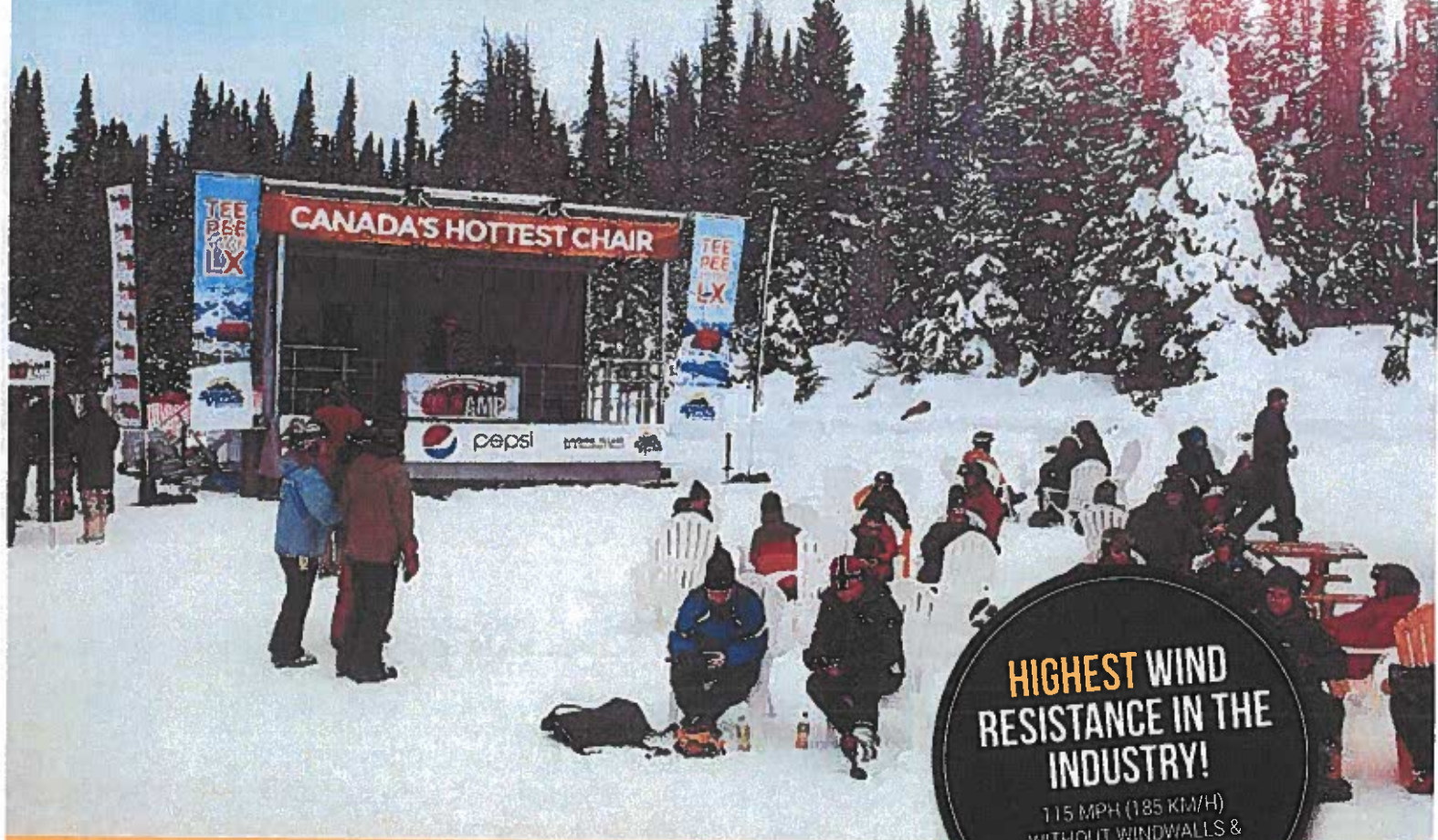


3 **RIGGING: 750 lb (340 kg) per side.** I-beam clamps designed to rig anywhere. Capacity 250 lbs per I-beam clamp.



4 Fiber glass roof panels moulded around roof structure remain safe & great looking year in and year out.

SAFE AT ALL TIMES RELIABLE IN ALL CONDITIONS



**HIGHEST WIND
RESISTANCE IN THE
INDUSTRY!**

115 MPH (185 KM/H)
WITHOUT WINDWALLS &
77 MPH (123 KM/H)
WITH WINDWALLS

2015
INTERNATIONAL
BUILDING
CODE
IBC

THE SL75 IS ENGINEERED BASED ON THE IBC (INTERNATIONAL BUILDING CODE) AND NBC (NATIONAL BUILDING CODE) TO BE SAFELY DEPLOYED AND USED OUTDOORS.

MOTHER NATURE WILL NOT STEAL THE SHOW

The Stageline SL75 is a machine that withstands today's ever changing climatic conditions and demonstrates its unique capacities to resist high winds of up to 115 mph (185 km/h), to let water run off the roof and to protect gear, talent and crew.

**TOTALLY SELF STANDING
NO NEED FOR BALLAST AND CABLES**

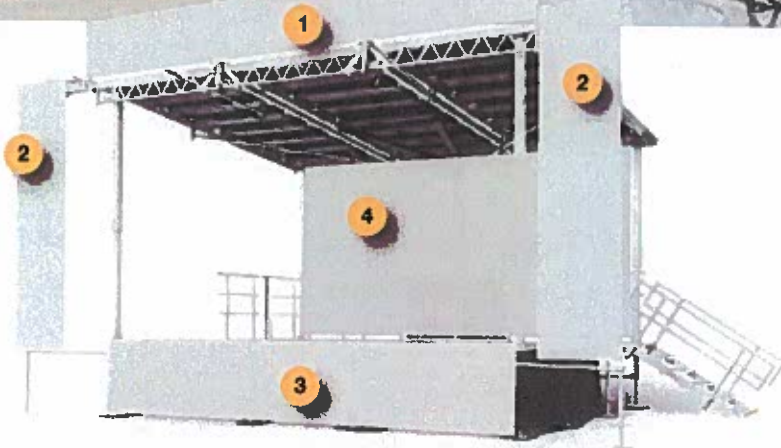
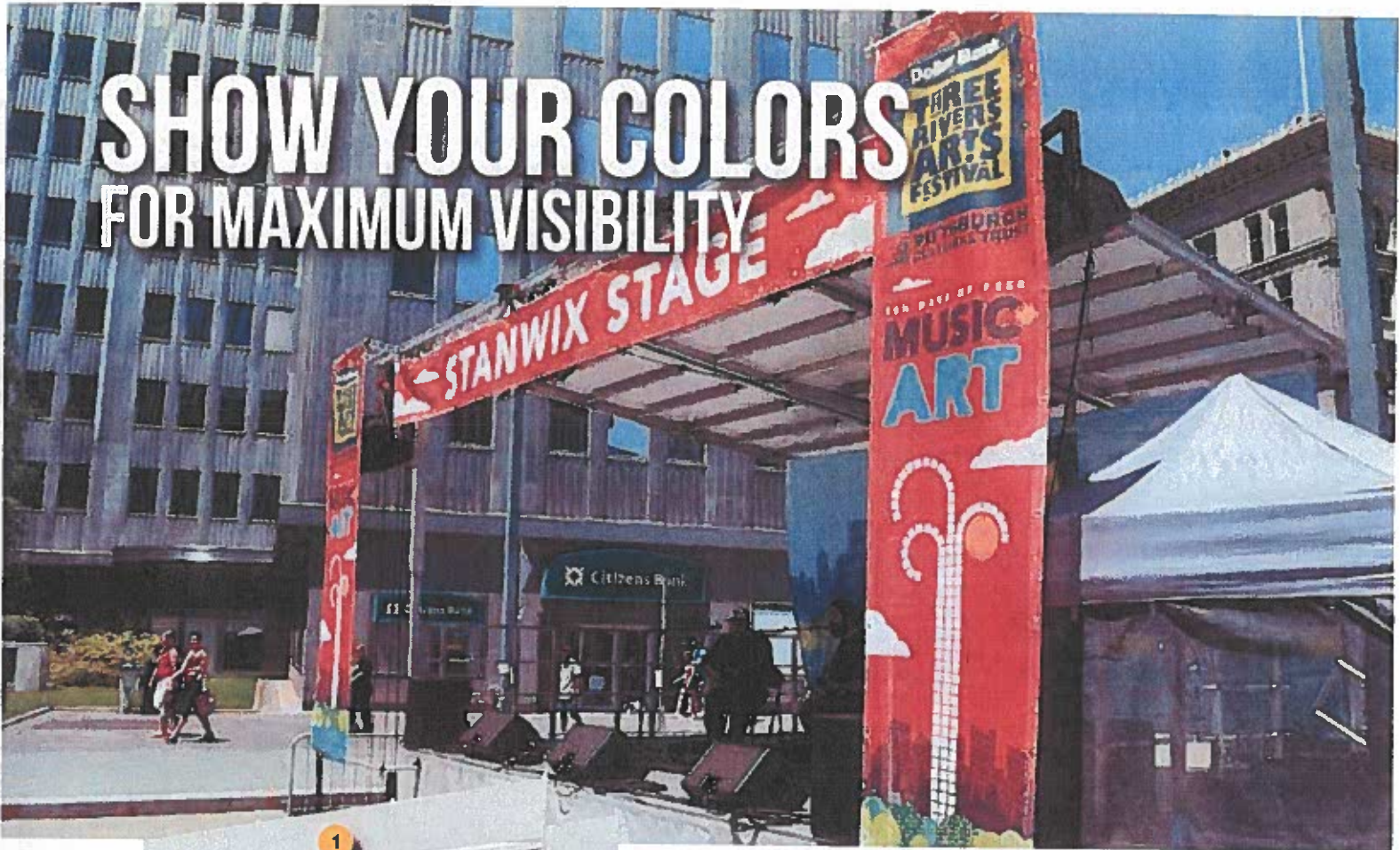
SUPERIOR DESIGN FOR LOADS & RIGGING

Designed to make production logistics easy. The stage sets rapidly with all the work done safely at deck and ground level.

CERTIFICATION MADE EASIER

The SL75 is backed with independent engineering certification for both structural design and rigging capacity saving you time and money. With a Stageline, strict on-site inspections become a mere formality.

SHOW YOUR COLORS FOR MAXIMUM VISIBILITY



THE SL75 OFFERS MAXIMUM BANNER SPACE TO SHOWCASE YOUR EVENT

- 1 Header banner 22' X 2' (6 m x 0.6 m)
- 2 2 Lateral banners 3' X 12' (1 m x 4 m)
- 3 Skirt 38' X 3' (11 m x 0.9 m)
- 4 Backdrop 19' X 9' (6 m x 3 m)

For exact dimensions, refer to Banner Book.

Banner hardware is designed to provide a nice fit and resist wind gusts.

ON THE ROAD TRAILER WRAP ADVERTISING PANELS 17' X 7' (5 M X 2 M)

Smooth rivet-free panels with gel coat that improve graphic application and appearance.



WHY THE INDUSTRY CHOOSES STAGELINE

Most Widely used

Over 20,000 events per year in over 45 countries - an average of 55 events per day.

Exceptional durability and reliability

Built to last 20 years and more with proper care and maintenance.

Provider of safe staging environments for 30 years

Highest wind resistance in the industry - up to 115 mph (185 km/h) without windwalls and 77 mph (123 km/h) with windwalls.

Quality Control

All units are built and comprehensively tested in-house by trained and certified personnel.

Outstanding value

Low operation and maintenance cost.
High resale value on the market.

Certification and On site Inspection

Stageline provides complete engineering certification for both structural design and rigging capacity. In Canada and the US, we can provide certified documents for each state and province. This saves time and money. With a Stageline, strict on site inspection becomes a formality.

Environmentally responsible

All products are manufactured in Stageline's state of the art LEED® certified facility integrating the latest environmental technologies.

Award-winning

Our company and products have achieved high acclaim in the industry and have won several engineering and event industry awards.

WHAT OUR CLIENTS SAY

"I was looking for a well designed and built stage that would hold it's value well, I decided to buy a Stageline as it met my needs and is so versatile. The aluminium construction is not only light and good looking but it also copes well with the salty Atlantic air in Britain's 'Ocean City'. I can get it in to some very tight locations and Stageline have thought of everything to make the set up straightforward."

P. Barlow

Outerstage | United Kingdom

"We love our unit. Stageline has the best stages anywhere and everywhere we go the stage draws raves! From the purchase, and all the way to the delivery and training, they are first class in every aspect! We hope to add a SL100 in the future"

Rick Herold

Director Grand Prairie Parks & Recs

"Thank you for your efforts with the Township of Georgian Bay. I really enjoyed the process, and we are equally hopeful that our residents make great use of the easy to assemble, and super compact to store unit that we now own."

J. Schnier

Township of Georgian Bay



GROWING & BUILDING TOGETHER

Courtesy of Jonathan Stanners

Customer Support

We provide a complete 24/7 after sales support.

Parts & Accessories

The best way to ensure that your Stageline mobile stage retains its original condition is to purchase your parts and accessories directly from Stageline.

Inspection & Maintenance

Like any sophisticated piece of equipment, a Stageline mobile stage requires basic maintenance throughout the year. This maintenance must be performed according to specific guidelines.

With this in mind, Stageline's engineers and experienced technicians have developed a unique inspection program. This program will give you a complete analysis of your equipment's condition including a list of immediate repairs & recommendations.

Training

Driven by the need to ensure technical efficiency, Stageline developed a training and certification program which meets and even exceeds its clients' and users' requirements. Operation of a Stageline mobile stage by qualified personnel is directly linked with the enforceability of the warranty and is required to benefit from the technical support offered on all Stageline products.

With its training program, Stageline helps its users and clients increase profitability on their investment through an efficient utilization of the products.

Our main objective is to develop the aptitudes and technical knowledge of the technicians in order to preserve the products' integrity and guarantee durability and maximum safety levels.

* Some limitations apply.

STAGE CARE^{*} WARRANTY

1 YEAR FULL WARRANTY
3 YEARS ON STRUCTURE & CHASSIS
5 YEARS ON THE FIBER LOCK ROOF
FULLY TRANSFERABLE WARRANTY

**WE ARE SO CONFIDENT IN THE QUALITY,
RELIABILITY AND DURABILITY OF OUR
STAGES THAT WE SUPPORT EVERY
MODEL WITH THE BEST WARRANTY
IN THE BUSINESS.**

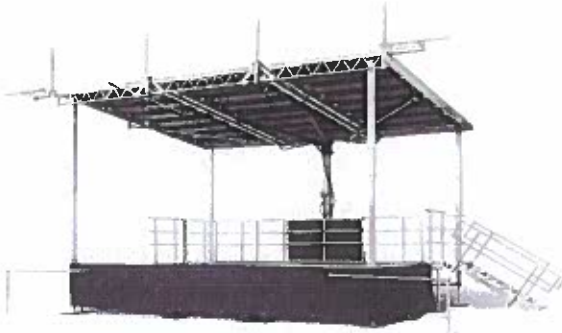
25-Sep-19

Gonzales Main Street, TX

REV. 0

Stageline SL75 Mobile Stage

Floor Size: 20' x 16'
 Wind Resistance: 115 mph without windwalls
 Trailer Weight: 6,725 lb



Standard Equipment *	\$ 79,500
Options and Accessories	\$ 10,195
Services	\$ 11,750
Sub-Total	\$ 101,445
Total	\$ 101,445

All prices are in USD

Taxes not included (if applicable)

Payment terms: 30% to confirm, balance prior to departure

Approval

Date:

Signed:

Name:

EIN # (if applicable)

STANDARD EQUIPMENT ***ROOF STRUCTURE AND RIGGING**

1 Built-in truss / aluminum 2" diameter tube trussing
 6 Movable rigging points
 3 Rigging bars / 10'
 2 Aluminum side overhang rigging beams 2'
 4 Aluminum corner posts
 Fiberglass roof molded and bonded to aluminum structure - black roof
 Total roof load capacity:
 Rigging load capacity tested at twice the working load
 Steel mast

Compatible with industry clamps

Capacity: 250 lb / each

Capacity: 25 lb / ft

Capacity: 750 lb / each

21' 6" x 16' 11"

4,250 lb

LIFTING MECHANISM

Stage roof deployment
 8 Gaz spring cylinders

Hydraulic system to raise & lower roof

Safe release of hinged roof & deck panels

STAGE

Non-slip plywood - black / quick Levelling legs
 Multifunctional extruded aluminum deck frame
 11 Guardrails / aluminum (3 sides)
 Support brackets provided for Stageline platforms
 Aluminum stairway - 6 steps - adjustable - 35" wide - with handrails
 8 Rubber pads

20' x 16'

To install decks, skirts, guardrails & staircases

11 x 3' 8"

Improves friction coefficient

TRAILER

Drawbar with ball hitch
 2 leaf spring axle
 4 tires + 1 spare wheel
 Electric brakes on all wheels
 Emergency breakaway system
 Storage compartment
 Storage bumper
 10 Equipment tie-downs
 Storage weight capacity
 Storage space capacity
 Rear trailer door - 3 sections - access door

2" 5/16

Capacity: 12,000 lb

DOT requirement

Protects mast

5,000 lb

15' 8" x 6' 2" x 6' 8" = 652 ft³

Integrated storage rack

STANDARDS & CERTIFICATIONS

Applicable regulations
 Vertical load
 Wind resistance

IBC 2015, SAE, DOT, NFPA & CWB

Floor: 150 psf (7.18 KPa) / roof: 20 psf (1 KPa)

115 mph without windwalls

77 mph with windwalls

DOCUMENTS

Certificate stamped by professional engineers
 All technical documents supplied
 24/7 service support +1(800) 267-8243

25-Sep-19

Gonzales Main Street, TX

REV. 0

OPTIONS AND ACCESSORIES

A WINDWALLS & SKIRTS

		VINYL/S CRIM	Price (USD)	Quantity	
a1	Upstage fire retardant backdrop (aluminum keder track system) - black	VINYL	\$ 1,550	1	\$ 1,550
a2	Side fire retardant windwalls - 16' (aluminum keder track system) - doors upstage and downstage - black		\$ 3,450		
a3	Side fire retardant windwalls - 8' (aluminum keder track system) - includes door - black		\$ 2,250		
a4	Skirting - 38' x 3' 2" - black	VINYL	\$ 1,130	1	\$ 1,130

* other skirt lengths available on request

* for options a1 to a4, select material - also available in grey - fabrication delay

B SOUND WINGS

		Price (USD)	Quantity	
b1	Extension platforms (black non-slip) & accessories - 4' x 8' - (sugg'd qty: 4)	\$ 990	2	\$ 1,980
b2	Guardrails (Platform Model) / aluminum - 3' 8" - (sugg'd qty: 4)	\$ 180	2	\$ 360

C BANNER SUPPORTS

		Price (USD)	Quantity	
c1	Rooftop banner kit - 21' 10" x 2'	\$ 350		
c2	Lateral banner supports - 3' x 12' 4"	\$ 610		
c3	2 Lateral banner tightening bars / stage level	\$ 500		

D ACCESSORIES

		Price (USD)	Quantity	
d1	Hydraulic stabilizers x 4	\$ 3,850	1	\$ 3,850
d2	Aluminum stairway - 6 steps - adjustable - 35" wide - with handrails	\$ 1,500		
d3	Loading ramp / aluminum - 3' x 12'	\$ 1,325	1	\$ 1,325
d4	ADA lift - up to 5' - 600 lb max load - portable - access from all sides	\$ 10,770		
d5	Extension platforms (black non-slip) & accessories - 4' x 8'	\$ 990		
d6	Extension platforms (black non-slip) & accessories - 4' x 4'	\$ 800		
d7	Guardrails (Platform Model) / aluminum - 3' 8"	\$ 180		
d8	2 FOH pipes - capacity: 125 lb / each	\$ 500		
d9	Skirt extensions - 8' x 3' 2" - (Set of 2)	\$ 350		
d10	Skids/skis	\$ 5,550		
d11	Spares kit	\$ 285	1	Included

G TRAILER GRAPHICS

		Price (USD)	Quantity	
g1	Logo only	TBD		
g2	Full graphic trailer wrap - (2 x (16' 6" x 6' 6") - 2 x (5' 11" x 6' 5"))	\$ 2,550		
	Customized scrim banners* - printed graphics - 4 color process			
g3	Roof banner - 21' 5" x 1' 10"	\$ 610		
g4	Lateral banners - 3' x 11' 10" (Set of 2)	\$ 565		

*available in vinyl - prices vary

Total for Options & Accessories \$ 10,195

SERVICES

		Price (USD)	Quantity	
m1	Shrink-wrapping	\$ 625		
m2	Transport to Gonzalez, TX - includes customs paperwork	\$ 7,800	1	\$ 7,800
m2a	Transport to Champlain, NY - includes customs paperwork	\$ 1,200		
m3	Training course - 1 day comprehensive - maximum 2 technicians	\$ 1,250	1	\$ 1,250
m3a	Training course - 2 day comprehensive - maximum 4 technicians	\$ 1,850		
m4	Trainer expenses - to, in & from training site (n/a when training given at Stageline)	\$ 2,700	1	\$ 2,700

Total for Services \$ 11,750

Prices & Specifications subject to change without notice

Stageline SL75 Mobile Stage - Sales Quote 2019



EXW: L'Assomption, Quebec, Canada

Stageline Mobile Stage Inc.
700 Marsolais Street, L'Assomption, Quebec, Canada J5W 2G9

Tel: (450) 589-1063, Fax: (450) 589-1711
www.stageline.com

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-23 Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League.

DATE: February 13, 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. 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 paying the metered electricity of the fields and concession stand the expense the City incurs with utilities of the fields the Little League uses.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-23

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 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 the metered electricity for the fields and concession stand 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 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

THIS AGREEMENT is entered into by and between the City of Gonzales, a Texas Municipal Corporation, and political subdivision, ("City") acting by and through its City Manager, and Gonzales Little League, ("Little League"), acting by and through its President;

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WITNESSETH:

WHEREAS, League provides athletic opportunities for the youth of the City of Gonzales through the promotion and operation of youth baseball and softball programs; and

WHEREAS, the City finds the services provided by League promotes the health, safety, morals and or general welfare of the residents of the City; and

WHEREAS, the City has developed a baseball/softball facility (the "Facility") to promote the health, safety, morals and or general welfare of the residents of the City; and

WHEREAS, League has requested the use of the Facility for its youth baseball and softball programs and the City has developed a facility use methodology so that the Facility is also available to the general public; and

WHEREAS, after consideration at a meeting posted and held in compliance with the Texas Open Meetings Act, the City Council finds that a public purpose is served through the programs herein anticipated and the City's costs shall be recovered only to such extent necessary to insure the continuation of said programs.

NOW THEREFORE:

For and in consideration of the following mutual promises and obligations, and for the benefit of the City of Gonzales and health, safety, morals, and/or general welfare of its residents, the parties agree as follows:

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 Taft 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~~19~~¹⁷ through August __, 2020~~19~~¹⁷ 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~~~~LITTLE LEAGUE~~ 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 ~~to the City Administrator~~.

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~~~~Administrator~~ 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~~~~Administrator~~.

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. Electricity shall be metered beginning March 1 – July 31, 2020 (or when notified that season is over) and the LITTLE LEAGUE will be billed at the end of the season for use of electricity and will reimburse the City of all electric use at the fields and concession stand.~~

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 shall will encourage fans to pick up all 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~~~~LITTLE LEAGUE~~ will perform an initial cleaning and stocking of all restroom facilities, perform a full dragging, ~~and tilling, and marking~~ of fields, and

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make any necessary repairs prior to Opening Day. LITTLE LEAGUE shall be responsible for maintaining and stocking the facilities during the season.

6.9 The ~~CITY~~LITTLE LEAGUE 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.~~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.~~
LITTLE LEAGUE will be responsible for the metered amount of electricity from March 1-July 31, 2020 or at the end of the season if earlier and the City is notified. The LITTLE LEAGUE will then be billed for metered amount and will be due by August 15, 2020.

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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 Taft 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~~ Taft, 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,

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— 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.

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~~^{500,000} per occurrence or per claim.

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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~~Administrator. 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 ~~Little League~~. 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 ~~Administrator~~Manager in writing of the current officers of the LITTLE LEAGUE and promptly advise said City ~~Administrator~~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 ~~Administrator~~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~~~~Gross receipts from concessions operation, advertising and cash donations with a list of any future disbursements or physical improvements.~~ 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~~

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d) ~~telephone number of all coaches and players. Only the zip codes will be provided of participants.~~

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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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~~board or committee members, designating a point of contact and two alternate points of~~

f) ~~contact. designating a point of contact and two alternate points of contact.~~

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

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

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

j)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 ~~Administrator~~Manager no later than seven (7) days prior to the event.

k)h) ~~The LITTLE LEAGUE's current by laws and a current certificate of non-profit status. The LITTLE LEAGUE'S current bylaws and a current certificate of non-profit status as well as proof of completed background checks on each coach and volunteer in the league, as required by Little League International. A copy of the Gonzales Little League Charter and Constitution or a certificate of good standing from Little League International for the Gonzales Little League Chapter may be submitted in lieu of bylaws and non-profit status;~~

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h)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 LITTLE LEAGUE hereto its reasonable attorney's fees. The LITTLE LEAGUE hereto which becomes so ~~un~~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](#) ~~Taft~~, 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 _____, 20197,

LITTLE LEAGUE:

CITY:

BY: _____

BY:

GonzalesTaft Little

-Mayer

League President _____ City Manager

BY: _____

Parks and Recreation Director

ATTEST:

[Jennifer Pineda](#)
City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-24 Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League

DATE: February 13, 2020

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

City staff has met with the 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 associated with all soccer players of \$2.00 each to help cover the expense the City incurs with maintenance of the fields the League uses 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. 2020-24

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 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 \$2.00 per player to assist with the maintenance 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 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 Gonzales Youth Sports League attached hereto as Exhibit A, 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 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

THIS AGREEMENT is entered into by and between the City of Gonzales, a Texas Municipal Corporation, and political subdivision, ("City") acting by and through its City Manager, and Gonzales Youth Sports League, acting by and through its President;

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WITNESSETH:

WHEREAS, League provides athletic opportunities for the youth of the City of Gonzales through the promotion and operation of youth sports programs; and

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WHEREAS, the City finds the services provided by League promotes the health, safety, morals and or general welfare of the residents of the City; and

WHEREAS, the City has developed a soccer facility (the "Facility") to promote the health, safety, morals and or general welfare of the residents of the City; and

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WHEREAS, League has requested the use of the Facility for its youth soccer programs and the City has developed a facility use methodology so that the Facility is also available to the general public; and

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WHEREAS, after consideration at a meeting posted and held in compliance with the Texas Open Meetings Act, the City Council finds that a public purpose is served through the programs herein anticipated and the City's costs shall be recovered only to such extent necessary to insure the continuation of said programs.

NOW THEREFORE:

For and in consideration of the following mutual promises and obligations, and for the benefit of the City of Gonzales and health, safety, morals, and/or general welfare of its residents, the parties agree as follows:

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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.

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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.~~

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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 ~~shall~~ ~~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. The GONZALES YOUTH SPORTS LEAGUE shall be responsible thereafter.

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.

6.10 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 and place goals 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~~ \$2 per participant registered. At the time of payment, the GONZALES YOUTH SPORTS LEAGUE will provide written support for arriving at the number of participants.

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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 GONZALES YOUTH SPORTS 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.

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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.~~ Include only zip codes served.
- d) Certificate of Insurance (*for the season*). With amounts and type required in agreement.
- 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~~ one 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 ~~and evidence of completed background checks on all league volunteers;~~
- i) ~~Proof of insurance in the amounts and type required in this agreement.~~

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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: February 13, 2020

AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-25 Adopting the Gonzales County Election Voting Software as required by Chapter 123 of the Texas Election code; Approving Express Vote Universal Voting System, Election Day Voting and Provisional Ballots in all Future Elections; Approving the Mayor's Execution of any Documents Necessary to use the Designated Voting System and take any additional actions reasonably necessary therewith

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Gonzales County adopted a new Electronic Voting System to be utilized in the County elections on August 12, 2019. The City of Gonzales has always utilized the County's AutoMark voting machine to satisfy the accessibility requirements in Section 61.012 of the Texas Election Code. The County has done away with the AutoMark machines and purchased the DS200 precinct scanner and the ExpressVote ballot marking device to be utilized in all future elections. Since the City has always utilized the County equipment to satisfy the Election Code requirements the adoption of the voting equipment is in the best interest of the City. In order to satisfy ADA compliance requirements as well as to be in compliant with Chapter 123 of the Texas Elections Code the City must adopt the system for use in the elections.

POLICY CONSIDERATIONS:

Chapter 123 of the Texas Elections Code states that before a voting system may be used in elections, the authority designated by this section, by resolution, order, or other official action of the authority, must adopt the system for use in the elections.

FISCAL IMPACT:

The 2019-2020 Fiscal Budget includes \$6,000.00 to be expended for the general election. The cost associated with the equipment is \$75.00 per piece of equipment per election. The City anticipates the use of three ExpressVote Ballot Marking Devices and two DS200 precinct digital scanner and tabulator.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ADOPTING THE GONZALES COUNTY ELECTION VOTING SYSTEM AND SOFTWARE AS REQUIRED BY CHAPTER 123 OF THE TEXAS ELECTION CODE; APPROVING EXPRESS VOTE UNIVERSAL VOTING SYSTEM, ELECTION DAY VOTING AND PROVISIONAL BALLOTS IN ALL FUTURE ELECTIONS; APPROVING THE MAYOR'S EXECUTION OF ANY DOCUMENTS NECESSARY TO USE THE DESIGNATED VOTING SYSTEM AND TAKE ANY ADDITIONAL ACTIONS REASONABLY NECESSARY THEREWITH.

WHEREAS, in an effort to achieve the ongoing goal of meeting the voting needs of the residents of Gonzales County, Gonzales County has determined the purchase of a new voting system is necessary; and

WHEREAS, the Gonzales County Clerk selected the new Electronic Voting System from Election System & Software (ES&S) and was approved by the Texas Secretary of State's office on August 1, 2019; and

WHEREAS, the Texas Secretary of State has officially approved the contract between Gonzales County and ES&S for the purchase of the Express Vote Universal Voting System, and the Gonzales County Commissioners approved the equipment on August 12, 2019; and

WHEREAS, the Express Vote Universal Voting System consists of many components; including but not limited to the ExpressVote Ballot Marking Device, the DS200 precinct digital scanner and tabulator; and

WHEREAS, Chapter 123 of the Texas Elections Code states that before a voting system may be used in elections, the authority designated by this section, by resolution, order, or other official action of the authority, must adopt the system for use in the elections; and

WHEREAS, the City of Gonzales contracts with Gonzales County for the use of the electronic voting systems to administer the City elections and hereby adopts and approves the use of such new system.

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

Section 1. The City Council hereby authorizes the adoption of the Gonzales County Election System & Software, Express Vote Universal Voting System for Early Voting in Person, Election Day Voting and Provisional Ballots in all future elections held by the City of Gonzales in Gonzales County.

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. The Mayor is hereby authorized to execute, on behalf of the City, any other documents and instruments reasonably necessary for the use of the designated voting system.

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

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

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

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

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

PASSED AND APPROVED this 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



DATE: February 13, 2020

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The City of Gonzales is Ordering the Election for May 2, 2020. As required by the Election Code the City Council is required to order the Election no later than the 78th day before the election. Early Voting will be conducted April 20, 2020 at 8 a.m. and end on April 28, 2020 at 7:00 p.m. Two twelve hour days are required to be conducted for early voting as per Election Code, and will be the last two days of early voting by personal appearance as it has been in previous years.

POLICY CONSIDERATIONS:

As per Chapter 3 of the Texas Election Code requires that each general and special election shall be ordered.

FISCAL IMPACT:

The 2019-2020 Fiscal Budget includes \$6,000.00 to be expended for the general election.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this ordinance.

AGENDA ITEM

Discuss, Consider & Possible Action on Ordinance #2020-3 Ordering a General Municipal Election to be Held on May 2, 2020, for the Purpose of Electing One City Councilmember for Single Member District No. 3 and One City Councilmember for Single Member District No. 4; providing for early voting; providing for other matters relating to the election

ORDINANCE NO. 2020-3

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 2, 2020, FOR THE PURPOSE OF ELECTING ONE CITY COUNCILMEMBER FOR SINGLE MEMBER DISTRICT NO. 3 AND ONE CITY COUNCILMEMBER FOR SINGLE MEMBER DISTRICT NO. 4; PROVIDING FOR EARLY VOTING; PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That a May 2, 2019 regular election for the purpose of one City Councilmember for Single Member District No. 3 and one City Councilmember for Single Member District No. 4 is hereby Ordered.

This Order of Election is to be posted at the Gonzales Municipal Building on the Bulletin Board used for posting notices of the meetings of the City Council.

Section 2. The present boundaries of the City constituting one (1) election precinct, the polling place for said election shall be at the Gonzales North Avenue Intermediate School, 1032 St. Joseph Street, Gonzales, Texas. The polls shall be open for voting from 7 a.m. until 7 p.m.

Section 3. The City Secretary of the City of Gonzales shall serve as early voting clerk; the appointment of a deputy clerk or clerks for early voting by the City Secretary shall be in accordance with the law. The early voting polling place shall be in the building that houses the office of the City Secretary, Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas. The regular date and hours for early voting by personal appearance are weekdays Monday through Friday, except any official City holiday, 8 a.m. through 5 p.m. Early voting by personal appearance for this election shall commence on April 20, 2020 at 8 a.m. and end at 7 p.m. on April 28, 2020. As required under Section 85.005 (d), Election Code, early voting by personal appearance at the main early voting polling place shall be conducted for at least 12 hours on two (2) weekdays, if the early voting period consists of six or more weekdays; therefore, early voting by personal appearance shall be conducted for 12 hours on the final two (2) days of early voting. The office of the City Secretary for purposes of early voting shall be open from 7 a.m. until 7 p.m. on the final two days of early voting by personal appearance.

Section 4. The applications for voting by mail can be submitted anytime during the year of the election for which the ballot is requested (EC§84.007(c)) but must be received no later than the close of business on April 21, 2020. Requests for applications for voting by mail should be mailed to the attention of the Early Voting Clerk, P.O. Box 547, Gonzales, Texas.

Section 5. All ballots shall be prepared in accordance with Texas Election Code. Paper ballots shall be used for early voting by mail and for provisional ballots. The ExpressVote BMD with DS200 scanner shall be used for early voting by personal appearance and voting on Election Day. The City Council hereby adopts for use in early voting and Election Day voting the

ExpressVote BMD with DS200 Scanner as approved by the Secretary of State. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials is hereby authorized.

Section 6. Proper Notice of General Election shall be posted in English and in Spanish, not later than the 21st day before such election at the Gonzales Municipal Building on the Bulletin Board used for posting notices of the meetings of the City Council; shall be delivered to the county election officials in which the political subdivision is located not later than the 60th day before its scheduled election day; and shall be published at least once, not earlier than the 30th or later than the 10th day before such election day in the Gonzales Inquirer, a newspaper of general circulation, published in the City of Gonzales.

Section 7. Said election shall be held in accordance with Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

Section 8. All ordinances, or part 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 ordained herein for the period of time stated.

Section 9. It is hereby declared to be the intention of the City Council of the City 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 or 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 10. It is hereby officially found and determined that the meeting at which this Ordinance was adopted 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, as amended.

Section 11. This ordinance shall become effective immediately upon its passage.

PASSED, ADOPTED, APPROVED, AND EFFECTIVE THE 13th DAY of FEBRUARY, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Ordinance #2020-4 Amending Sections 9.416 General Order and 9.418 Agenda Officer of the City of Gonzales Code of Ordinances

DATE: February 13, 2020

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The City Council of the City of Gonzales adopted Chapter 9 of the Code of Ordinances in December 2019. Staff would like to amend the ordinance to include or designee in Section 9.416 and 9.418 of the code. This would allow for the City Secretary, City Manager or Mayor the ability to delegate some of the posting and noticing responsibilities to whomever they deem fit.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

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

ORDINANCE NO. 2020-4

AN ORDINANCE OF THE CITY OF GONZALES, TEXAS, AMENDING SECTIONS 9.416 GENERAL ORDER AND 9.418 AGENDA OFFICER OF THE CITY OF GONZALES CODE OF ORDINANCES; ESTABLISHING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds that it is in the best interest of the City that all boards, commissions and committees shall conduct themselves in a manner that is consistent and fair; and

WHEREAS, the City Council adopted Chapter 9 of the Code of Ordinances in December of 2019 to assist staff in carrying out their duties objectively, fairly and consistently; and

WHEREAS, after further review city staff recommends that “or designee” be included in Section 9.416 and 9.418 to allow for the City Secretary, City Manager or Mayor the ability to delegate the posting and noticing responsibilities to whomever they deem fit; and

WHEREAS, the City Council has determined that it is in the best interest and welfare of the City to amend Sections 9.416 General Order and 9.418 Agenda Officer of the City of Gonzales Code of Ordinances for all boards, commissions and committees to follow.

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 City of Gonzales Code of Ordinances Sections 9.416 General Order and 9.418 Agenda Officer as set forth in the Attached “Exhibit A”.

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 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

EXHIBIT “A”

Subdivision III. Order of Business

Sec. 9.416 General order.

Board meetings will be generally conducted in the following order, unless otherwise necessary as determined by the mayor, city manager or city secretary **or designee**. An executive session may be held at any time during a meeting consistent with applicable state law.

Sec. 9.418 Agenda officer.

- (a) The city secretary **or designee** shall be the agenda officer with responsibility for proper and legal posting of the agenda.
- (b) The city secretary **or designee** will assume responsibility for issuing to newspaper a copy of the agenda advising them of any scheduled meeting.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Ordinance #2020-5 Amending the Code of Ordinances of the City of Gonzales, Texas, Chapter 6, Health And Sanitation, Article 6.100 Garbage and Trash; and Amending the Rates and Fees for the Collection Services Contemplated Therein

DATE: February 13, 2020

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

The City of Gonzales Code of Ordinances currently has the garbage and trash rates codified into Chapter 6 of the Code. The fee section of the Code is in need of updating and since the City is currently negotiating a contract for solid waste collection services it is best to amend the other portions of the code that are needed as well. This amendment will repeal the existing code provisions and make it more in line with a new contract for the solid waste collection and bring the ordinance up to date.

POLICY CONSIDERATIONS:

This is consistent with current policy.

FISCAL IMPACT:

There will not be any fiscal impact with the amendment of this Chapter of the Code of Ordinances.

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

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

ORDINANCE NO. 2020-5

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GONZALES AMENDING THE CODE OF ORDINANCES OF THE CITY OF GONZALES, TEXAS, CHAPTER 6, HEALTH AND SANITATION, ARTICLE 6.100 GARBAGE AND TRASH; AND AMENDING THE RATES AND FEES FOR THE COLLECTION SERVICES CONTEMPLATED THEREIN; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PROPER NOTICE AND MEETING; REPEALING ALL ORDINANCES OR SECTIONS OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Gonzales, Texas (the “City”), has previously adopted regulations to provide for the regulation of the accumulation of litter, solid waste, garbage, trash and vegetative overgrowth is injurious to the quality of life; and,

WHEREAS, the City Council of the City has evaluated the effectiveness of the regulations and deems it necessary to amend the City’s Code of Ordinances by amending **Chapter 6, Health and Sanitation**, Article 6.100 Garbage and Trash; and,

WHEREAS, the City Council of the City has evaluated the rates and fees charged for the provision of service related to solid waste collection; and,

WHEREAS, the City Council finds that amending the City’s Code of Ordinances and Schedule of Rates and Fees as described herein 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 THAT:

Section 1. CODE AMENDMENT

The City of Gonzales Code of Ordinances Chapter 6, Health and Sanitation, Article 6.100 Garbage and Trash is hereby amended as set forth in the attached Exhibit A, which is fully incorporated herein by reference.

Section 2. RATES AND FEES

The City of Gonzales Schedule of Rates and Fees is hereby amended as set forth in the attached Exhibit B, which is fully incorporated herein by reference.

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 any publication required by law.

PASSED AND APPROVED this 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

EXHIBIT A

ARTICLE 6.100 GARBAGE AND TRASH of the City of Gonzales Code of Ordinances is hereby amended as follows:

DELETE:

ARTICLE 6.100 GARBAGE AND TRASH

Division 1. General Provisions

Sec. 6.101 — Definitions

~~For the purpose of this article the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~*Dry Kitchen Refuse.* All solids remaining after liquids and slop have been drained off of kitchen garbage.~~

~~*Kitchen Garbage.* All dry refuse, meat, vegetable and fruit refuse, small dead animals and dead fowl.~~

~~*Premises.* Any business house, business establishment, grocery store, dry goods store, mercantile store, department store, boarding house, hotel, tourist camp, apartment house, hospital, rooming house, school, theaters, barbershop, beauty parlor, filling station, garage, ~~€~~ restaurant, lumberyard, electric shop, plumbing shop, tailor shop, private residence, vacant lot, and all other places of business or places in the city where garbage, trash or rubbish accumulates.~~

~~*Rubbish.* All tin cans, bottles, glass, scraps of iron, tin, wire or other metals, and any other articles to which the term rubbish is usually applied.~~

~~*Trash.* Paper of all kinds, rags, old clothing, paper containers, pieces of wood, boxes, barrels, crates, feathers, and any other articles to which the term trash is usually applied.~~

~~(1995 Code of Ordinances, Title V, Chapter 50, Section 50.01)~~

Sec. 6.102 — Compliance with Provisions Prerequisite to Collection

~~The city sanitation department shall not make collection of kitchen garbage, trash or rubbish or tree limbs where the same is not prepared for collection and placed as designated by the provisions of this article. Failure to comply herewith shall be deemed an offense and each day's failure to comply will constitute a separate offense. (1995 Code of Ordinances, Title V, Chapter 50, Section 50.02)~~

Sec. 6.103—~~Tampering with Garbage Prohibited~~

~~It shall be unlawful for any person to meddle or tamper with any garbage can or receptacle, or any trash or rubbish receptacle, or with any garbage, trash or rubbish, or to in any manner pilfer such cans or receptacles or such garbage, trash or rubbish, or to scatter the contents thereof in any street, alley, sidewalk or premises in the city. (1995 Code of Ordinances, Title V, Chapter 50, Section 50.03)~~

Sec. 6.104—~~Littering~~

~~(a) — It shall be unlawful for any person to throw, drop, cast or deposit upon any street, alley, sidewalk, or any yard or premises, public or private, any filth of any kind, or cans, paper, trash, paper containers, rubbish, bottles or any other form of litter or waste matter.~~

~~(b) —~~

~~(1) — The owner or occupant of any store or other place of business situated within the city shall at all times to keep his premises clean of wastepaper, wrapping paper, paper napkins, cartons, package containers, and other used or waste materials thrown or left on said premises by its customers, and take measures to prevent same drifting or blowing to adjoining premises.~~

~~(2) — Receptacles of sufficient size and number shall be placed on the premises accessible to the customers of such business where the above referred to articles of waste may be disposed of.~~

~~€ — It shall be unlawful for any customer going upon the premises of another to in any manner dispose of wastepaper, wrapping paper, paper napkins, cartons, package containers, and other used or waste materials except in receptacles provided for such purposes.~~

~~(1995 Code of Ordinances, Title V, Chapter 50, Section 50.04)~~

Secs. 6.105–6.110—~~Reserved~~

Division 2. ~~Collection of Garbage~~

Sec. 6.111—~~Disposition of Heavy Accumulations Such as Brick, Lumber, and the Like~~

~~Heavy accumulations such as brick, broken concrete, lumber, ashes, clinkers, cinders, dirt and plaster, sand or gravel, automobile frames, dead trees, and other bulky, heavy materials shall be disposed of at the expense of owner or person controlling the same. (1995 Code of Ordinances, Title V, Chapter 50, Section 50.30)~~

Sec. 6.112 — Disposition of Certain Wastes

~~Manure from cow lots, horse stables, poultry yards, pigeon lofts, and waste oils from garages or filling stations shall be disposed of at the expense of the party responsible for the same. (1995 Code of Ordinances, Title V, Chapter 50, Section 50.31)~~

Sec. 6.113 — Unlawful Disposition of Trash

~~It shall be unlawful to deposit garbage or trash in any receptacle belonging to another person, dwelling unit or establishment. (1995 Code of Ordinances, Title V, Chapter 50, Section 50.32)~~

Sec. 6.114 — Collection Rates~~(40) — Residential Service.~~

Inside City	\$ Month
Trash 1X per week (cart only), w/96 gallon cart	\$14.80
Recycle 1X EOW (cart only), w/96 gallon cart	\$14.80
Curbside Bulky Service 4X per year per residence on call, maximum 5 CY per pickup	\$14.80
Extra Carts (trash or recycle)	\$5.50
Outside City	-
Trash 1X per week (cart only), w/96 gallon cart	\$22.64
Trash 1X per week (cart only), w/96 gallon cart	\$26.89
Recycle 1X EOW (cart only), w/96 gallon cart	\$26.89

~~(b) — Commercial Cart Service — Trash.~~

Size	1X	Xtra PU
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96 Cart	\$28.62	\$8.00
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€ ~~Container.~~

Size	Frequency						Xtra PU
-	1X	2X	3X	4X	5X	6X	-
2 CY	65	122	174	-			50
3 CY	83	156	228	-			60
4 CY	110	199	288	-			70
6 CY	130	224	317	411	504	658	80
8 CY	171	297	423	549	674	857	90
Casters	19	each container					
Lockbars	19	each container					

(d) € ~~Container Service Recycle.~~

Size	EOW	1X	Xtra PU
96 Cart	\$10.25	\$20.94	\$8.00
4 CY	66	88	70
6 CY	78	104	80
8 CY*	94	137	80

*Only if FL Recycle Service is offered

€ ~~Roll Off Service.~~

-	Delivery	Haul & Disposal	Daily Rent
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20 CY Open Top	159	423	\$4.45
30 CY Open Top	159	479	\$4.45
40 CY Open Top	159	503	\$4.45
Compactor	Varies	Varies	Varies

~~(f) City Roll-Off Service:~~

-	Delivery	Haul & Disposal	Daily Rent
20 CY Open Top	127	271	\$3.18
30 CY Open Top	127	424	\$3.18
40 CY Open Top	127	451	\$3.18

All rates above net to contractor.

(Ordinance 2014-27 adopted 12/2/14)

Secs. 6.115-6.120 Reserved

ADD:

ARTICLE 6.100 GARBAGE AND TRASH

Division 1. General Provisions

Sec. 6.101 Solid waste program established.

The city's solid waste collection, transportation and disposal program is hereby established for all residents and businesses of the city.

Sec. 6.102 Purpose of chapter; duties of property owners and occupants.

The accumulation of garbage, recyclable material, rubbish, brush and other refuse constitutes a public nuisance, a health hazard, a fire hazard and a safety hazard. Therefore, it shall be required that owners and tenants of private residences, private commercial buildings and businesses, and the occupants of all private noncommercial buildings which accumulate refuse, deposit their garbage, rubbish, brush, and other refuse for removal by the agent designated by the

city. Such owners, renters and occupants shall maintain the premises of the buildings and property free of accumulations of all other waste materials and nuisance materials. Such owners, renters and occupants shall not allow materials intended for recycling to create a nuisance on the premises of buildings and properties. All waste materials shall be disposed of in a place and by methods deemed appropriate by the city. The purpose of this chapter is to provide for a method of collecting and disposing of garbage, recyclable material, rubbish, brush, and other refuse, and to maintain neighborhood quality and aesthetics and maintenance of property values by providing for the general health and welfare.

Sec. 6.103 Residential and commercial occupants must use services of franchisee.

It is hereby prohibited for any individual to utilize the services of any individual or corporation for purposes of residential solid waste collection other than the city's designated solid waste franchisee. Every residential occupant and commercial establishment within the city shall subscribe to the services of the franchisee having the exclusive franchise for collection and disposal service with the city. It is declared to be unlawful for the occupant of any of the premises described in this section to fail or neglect to provide for the removal of solid waste as required under this article.

Sec. 6.104 Defined terms.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

100-year flood means a flood that has a 1.0 percent or greater chance of recurring in any given year or a flood of a magnitude equaled or exceeded once in 100 years on the average over a significantly long period.

Bags means plastic sacks designed to store garbage, recyclable material, rubbish, brush, or other refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The total weight of a bag and its contents shall not exceed 35 pounds.

Brush means plants or grass clippings, leaves or tree trimmings, including bags and/or bundles of landscape waste.

Bulky waste means Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items with weights or volumes greater than those allowed for trash collection containers.

Bundle means tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 50 pounds in weight.

Commercial means any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, hotels, motels, residential structures containing three or more dwellings, and residential care facilities.

Commercial garbage means all normal establishment waste products of commercial buildings or establishments, including multifamily dwellings, other than single-family and

duplex residential development, other than sewage and body waste, manure, dead animals over ten pounds in weight, special and hazardous waste, large tree trimmings, demolition or remodeling debris, or any other waste material that cannot be broken down to fit into commercial garbage containers herein specified.

Commercial garbage compactor means all steel or metallic containers provided by the city or its contractor. Designed to hold compacted commercial garbage shall specifically include 20, 30 and 40 yard compactors.

Commercial garbage container means all steel or metallic containers, provided by the city or its contractor, designed to hold commercial garbage, and shall specifically include all roll-off containers, roll-off compaction containers, and all such containers with a volume of between three cubic yards and ten cubic yards.

Commercial recycling container means all steel or metallic containers, provided by the city or its contractor, designed to hold recyclable material, and shall specifically include such containers with a volume of between six cubic yards and eight cubic yards.

Commercial recycle material compactors means a roll off with or without a compactor designed to hold loose or compacted recycle. Material constructed of steel or metallic material provided by the city or the contractor.

Container lease charge means a monthly charge that shall be assessed for the use of trash collection containers that are provided by the sanitation contractor. Said charge shall apply to 20-cubic-yard, 30-cubic-yard, and 40-cubic-yard open-top containers.

Dead animals means animals or portions thereof equal to or greater than ten pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Designated contractor means such private firm designated by the City for the collection, transportation, and/or disposal of solid waste, and the collection, transportation and/or processing of recyclable materials.

Extra accumulations means quantities of waste that are containerized or bundled that cannot be fitted into the 95-gallon residential garbage receptacle, not exceeding ten bundles of brush or normal bags of waste (for amounts in excess described herein refer to unusual accumulations).

Garbage . See "commercial garbage" or "residential garbage."

Generator means any person whose acts or processes produces or causes solid waste and/or recyclable materials.

Hauler means a person, other than the designated contractor, who has obtained and maintains a valid permit to collect and divert recyclable materials.

Hazardous waste means any solid waste identified or listed as a hazardous waste by the administrator of the U.S. Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended.

Landfill means facility operated by and approved by TCQ.

Municipal solid waste or MSW means garbage, trash, refuse, brush, yard waste, and other waste generated in residences and commercial establishments as well as debris resulting from

traffic accidents in the city (excluding wrecked or disabled vehicles which are removable by a wrecker service).

Nonresident means persons residing other than within the corporate city limits.

Nuisance means solid waste that is stored, processed or disposed of in an unsightly manner that causes the pollution of surrounding land, the contamination of groundwater or surface water, the breeding of insects or rodents, or the creation of odors adverse to human health, safety or welfare.

Permitted recycle contractor means a company or corporation to transport loose or compacted recycle material for a manufacture or holding company for recyclable material and shall be in compliance with this Article.

Person means any person, firm, corporation, business trust, partnership, association, organization or municipal entity, incorporated or unincorporated, other than the city.

Premises means all public and private establishments, including individual residences, all multifamily dwellings, residential care facilities, hospitals, schools, businesses, other buildings and all vacant lots.

Provider means entity providing solid waste collection and disposal services.

Recyclable material means any material, substance or byproduct that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling or reclamation, and is any material or product designated in writing by the city's director of public works or his or her designee as being suitable for reuse, recycling or reclamation.

Recycle means to collect, buy, sell, and store and/or produce any material, substance or product from waste material or byproducts and to keep such from being included in the waste stream intended for disposal.

Refuse means all solid waste except hazardous wastes.

Residential garbage means all normal waste products of single-family and duplex residential development, other than sewage and body waste, manure, dead animals over ten pounds in weight, special and hazardous waste, large tree trimmings, demolition or remodeling debris, or any other waste material that cannot be broken down to fit into residential garbage receptacles herein specified.

Residential garbage receptacle means a plastic or metal receptacle, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing littering and the entrance into the container by small animals. The weight of the receptacle and its contents shall not exceed 75 pounds and shall be designed for ease of movement and use. One receptacle shall be provided in designated areas unless customer wants to pay for each additional container, with ownership of the receptacle retained by the contractor.

Residential recycling receptacle means a plastic receptacle provided by the city or its contractor, designed for automated or semi-automated recyclable material collection systems, and having a tight fitting lid capable of preventing littering and the entrance into the container by small animals. The weight of the receptacle and its contents shall not exceed 75 pounds and shall be designed for ease of movement and use. A receptacle shall be provided in designated areas, with ownership of the receptacle retained by the contractor.

Residents means persons residing within the corporate limits of the city.

Rubbish means any nonputrescible solid waste, including aluminum cans, paper, boxes, glass, yard trimmings, leaves, feathers and any other matter commonly understood to be rubbish.

Solid waste means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant or air pollution control facility, and other discarded material, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, municipal, commercial, mining and agricultural operations and from community and institutional activities. The term does not include:

- (1) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under V.T.C.A. Water Code, Ch. 26, as amended;
- (2) Soil, dirt, rock, sand or other natural or manmade inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or
- (3) Waste materials that result from activities associated with the exploration, development or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under V.T.C.A. Natural Resources Code, Chapter 91, as amended, unless the waste, substance or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants or re-pressurizing plants and is hazardous waste as defined by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.).
- (4) Recyclable material; however, recyclable material may become solid waste at such time, if any, as it is abandoned or disposed of as other solid waste, rather than recycled, whereupon it will be solid waste with respect only to the party actually abandoning or disposing of the material.

Special waste means solid waste or a combination of wastes that, because of its quantity, concentration, physical or chemical characteristics or biological properties, requires special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed or disposed of or otherwise managed, it may pose a present or potential danger to human health or the environment. Special waste includes, but is not limited to:

- (1) Hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under 30 V.T.C.A. Texas Administrative Code §§ 335.401—335.419, as amended, relating to household materials which could be classified as hazardous waste;
- (2) Class I industrial nonhazardous waste not routinely collected with municipal solid waste;
- (3) Special waste from health-care-related facilities (refers to certain items of medical waste);

- (4) Municipal wastewater treatment plant sludge's, other types of domestic sewage treatment plant sludge's, and water-supply treatment plant sludge's;
- (5) Septic tank pumpings;
- (6) Grease and grit trap wastes;
- (7) Wastes from commercial or industrial wastewater treatment plants, air pollution control facilities, and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 C.F.R. Ch. 261, Appendix VIII, as amended, but has not been listed as a commercial chemical product in 40 C.F.R. § 261.33(e) or (f), as amended;
- (8) Slaughterhouse wastes;
- (9) Dead animals;
- (10) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;
- (11) Pesticide (insecticide, herbicide, fungicide, or rodenticide) containers;
- (12) Discarded materials containing asbestos;
- (13) Incinerator ash;
- (14) Soil contaminated by petroleum products, crude oils, or chemicals;
- (15) Used oil;
- (16) Light ballasts and/or small capacitors containing polychlorinated biphenyl (PCB) compounds;
- (17) Waste from oil, gas, and geothermal activities subject to regulation by the state railroad commission when those wastes are to be processed, treated, or disposed of at a solid waste management facility permitted under this chapter;
- (18) Waste generated outside the boundaries of the state that contains:
 - a. Any industrial waste;
 - b. Any waste associated with oil, gas and geothermal exploration, production or development activities; or
 - c. Any item listed as a special waste in this definition;
- (19) Any waste stream other than household or commercial garbage, refuse or rubbish;
- (20) Lead acid storage batteries; and
- (21) Used-oil filters from internal combustion engines.

Unusual accumulations means:

- (1) For residences, each regular collection that cannot fit into a residential garbage receptacle;
- (2) For commercial establishments, accumulations that would not occur in the ordinary course of business;

- (3) Bulky waste;
- (4) Materials judged by the director of public works or his duly appointed representative to be hazardous, such as oil, acid or caustic materials; and
- (5) Existing conditions favorable to the harboring and/or breeding of any agent, such as an insect, reptile, rodent or other agents capable of transferring a pathogen from one organism to another.

Sec. 6.105 Sanitation service deposits and fees.

Deposits and fees are as specified in the Master Rates and Fee Schedule adopted by the City Council and on file with the City Secretary which may be amended from time to time shall be required of all customers requesting the collection and disposal of refuse by the city's designated contractor. All utility customers shall receive solid waste and recyclable material collection service. The charges for collection service shall be included on the monthly utility bill of the customer. For partial months, such charges shall be prorated for each and every day of the month during which such service is available and provided to the residential customers. An increase in monthly fees may be made upon approval of the city council. A penalty for overdue payment of the monthly utility bill may be charged.

Sec. 6.106 Garbage, recyclable material, rubbish, brush and refuse nuisances.

The storing or keeping of garbage, rubbish, brush, refuse and/or recyclable material that is unsightly or a health, fire or safety hazard or a harbor for reptiles, rodents, insects, or other animals is prohibited and shall constitute a public nuisance. Removal of all such materials is the owner's responsibility and shall be done at the owner's expense.

Sec. 6.107 Dumping.

Dumping of any garbage, solid waste, recyclable material, rubbish, brush and/or other refuse in any place and in any manner other than that designated in this chapter is prohibited.

Sec. 6.108 Collection containers and receptacles for garbage, trash, and recyclable material.

- (a) Every owner, tenant, occupant or lessee using or occupying any building, house, or structure within the corporate city limits of the City for residential, church, school, commercial, business or other purpose shall use a collection container that is only in designated areas or receptacle authorized by this article provided by the city, its designated contractor, or a hauler. All garbage and trash mixed with water or other liquids shall be drained before being placed in the collection container or receptacle.
- (b) Every owner, tenant, occupant or lessee using or occupying any building, house or structure within the corporate city limits of the City of Schertz for residential, church, school, commercial, business or other purpose shall notify the city of any loss, theft or damage to the collection container or receptacle and shall be responsible for replacement costs unless the damage is a result of collection by contractor.
- (c) It shall be the duty of every residential customer to keep the residential garbage and recycling receptacle in a clean and sanitary condition.

- (d) Except when placed for collection, residential garbage and recycling receptacles shall be stored behind the front building line if collection occurs from a public street, or stored adjacent to the main structure if collection occurs from an alley. Commercial collection containers or receptacles shall be kept in a screened area, unless such requirement is waived by the director of public works or his duly appointed representative.
- (e) Brush that cannot fit into the residential garbage receptacle shall be tied in bundles not to exceed four feet in length with no limbs exceeding six inches in diameter. Bundles of brush shall be comparable in size and weight with bags of garbage, not to exceed 50 pounds each.
- (f) The city manager or his designated representative shall cause regular inspections to be made to ensure compliance with the terms of this section, and if any unsanitary collection container or receptacle is found, a notice shall be placed upon such collection container or receptacle informing the owner to clean the same within five days. Failure to comply with such notice shall constitute a violation of this section.

Sec. 6.109 Residential collection regulations.

- (a) There shall be solid waste collection once weekly, once every other week for recyclable items, and as scheduled in designated areas for bulky waste.
- (b) It shall be the duty of the owner, occupant, tenant or lessee of a residence, commercial establishment or other building to place the garbage or recyclable material in proper receptacles at the curb line or at the alley most accessible to the collection crew vehicle as determined by the contractor and the director of public works or his duly appointed representative.
- (c) Garbage and recyclable material shall not be placed at the point of collection before 6:00 p.m. prior to the designated day of collection and any garbage receptacles or recycling receptacles shall be removed within 24 hours from the point of collection and stored in accordance with this Article.
- (d) Unusual accumulations, brush or bulky wastes shall not be placed for regular garbage pickup. Removal of unusual accumulations, brush or bulky wastes may be requested for a special collection, and there shall be an additional fee for such service as determined from time to time by city council. The city shall be the authority to determine what constitutes unusual accumulations if there is a difference of opinion between a customer and the contractor.
- (e) Materials intended for recycling shall not be placed for collection with waste materials. Recycling collection activities are to be separate from garbage collection activities.
- (f) It shall be the duty of the owner, occupant, tenant or lessee of any premises to report the failure to collect properly prepared property garbage and recyclable material for a consecutive period of two weeks to the city where the holder of a franchise granted by the city is responsible for such collection; and if the owner, occupant, tenant or lessee elects to regularly remove garbage and recyclable material from his premises, it shall be unlawful for such owner, occupant, tenant or lessee to remove such accumulation less often than required under this section.
- (g) All putrescible waste must be placed in the residential garbage receptacles.

- (h) From the time of placement of solid waste and of recyclable material at the point of collection by the owner, occupant, tenant or lessee of a residence for collection in accordance herewith, such solid waste and recyclable material shall be delivered by the designated contractor, as specified in section 34-60, to the appropriate facility for disposition pursuant to contract with the city.

Sec. 6.110 Residential collection fees.

- (a) For the collection and removal of solid waste and brush in a residential garbage receptacle and collection of recyclables in a residential recycling receptacle once a week, a monthly charge shall be as determined from time to time by the city council.
- (b) For each additional residential garbage receptacle, or residential recycling receptacle, the monthly charge shall be as determined from time to time by the city council.
- (c) For the collection of unusual accumulations, there shall be a fee as determined from time to time by the city council.
- (d) For other solid waste collection or disposal services not listed, the city and contractor shall work together to determine a reasonable fee, pending council approval of the fee within 60 days.

Sec. 6.111 Commercial collection regulations.

- (a) Collection containers commonly used by commercial garbage and recycling collectors, including residential garbage and recycling receptacles (for commercial use), shall be placed at a location on the premises mutually agreeable to the customer, the city, and its designated contractor. The director of public works or his duly appointed representative may authorize the use by a commercial customer of residential garbage or recycling receptacles on a case by case basis after the commercial customer makes request for use of such residential receptacles. The collection and removal of garbage and recyclable material from buildings and premises used for commercial and institutional purposes shall not be made less than one time per week and as often as necessary in order to maintain such premises free of accumulations of garbage, trash and brush. Materials for recycling shall not be placed for collection with waste materials. Recycling collection activities shall be separate from garbage collection activities. A commercial business shall be responsible for the collection and lawful disposal of hazardous waste generated by that commercial business.
- (b) From the time of placement of solid waste and of recyclable material at the point of collection by the commercial business for collection in accordance herewith, such solid waste and recyclable material shall be delivered by the designated contractor to the appropriate facility for disposition pursuant to contract with the city.

Sec. 6.112 Commercial collection fees.

The service charge for commercial collections shall be based on the frequency of collection necessary and the amount regularly collected.

- (a) *Minimum service level* . The minimum service level is one 96 Gallon garbage collection container picked up one time a week and one recyclable material collection container picked up once every other week for a fee as determined from time to time by the city council.

Additional collection containers can be requested for an additional fee as determined from time to time by the city council. The property owner is responsible for replacement of the collection containers in the case of theft, loss, or damage. There shall be a fee as determined from time to time by the city council charged for collections of unusual accumulations.

- (b) *Other solid waste collection and disposal services* . For other solid waste collection or disposal services not listed, the city and contractor shall work together to determine a reasonable fee, pending city council approval of the fee within 60 days.
- (c) Service charges for additional services shall be by customer agreement with the contractor.

Sec. 6.113 Collection and disposal of commercial garbage and recyclable material in central business district.

- (a) The disposal of commercial garbage, recyclable material, rubbish and brush by placing the same in public trash receptacles located on public streets in the city is prohibited. The collection and removal of garbage, recyclable material, rubbish, and brush from buildings and premises used for commercial or institutional purposes shall be made not less than one times per week and as often as necessary in order to maintain such premises free of accumulations of garbage, trash and brush.
- (b) Fee charges for private haulers of recyclable materials shall be by customer agreement.
- (c) No annual private haul vehicle will apply using the authorized solid waste & recycle franchise hauler.

Sec. 6.114 Collection contractor.

- (a) The city shall designate a contractor to regularly collect and remove all garbage, recyclable material, rubbish, and solid waste, excluding hazardous waste, from all premises within the corporate city limits. This agent shall operate by contract with the city. The city manager shall take action to see that the terms of the contract are fulfilled. In the event of any conflict between the terms of the contract and the city's ordinances on the collection of solid waste, the ordinances shall control. The designated collection contractor shall not be responsible for the collection of hazardous waste except.
- (b) In the event that the designated collection contractor lacks adequate and/or appropriate resources to collect and remove solid waste from public improvement projects, the director of public works may authorize solid waste removal by another contractor.

Sec. 6.115 Disposal of solid waste.

- (a) Individual residents may remove garbage, recyclable material, rubbish, brush or unusual accumulations from their own residences, provided that the garbage, recyclable material, rubbish, brush or unusual accumulations are secured.
- (b) It shall be unlawful for any person to engage in the business of collecting solid waste within the city except as may be specifically authorized by contract with the city and the payment of a license fee to so operate.
- (c) It shall be unlawful for any person to engage in the business of collecting solid waste within the city except as may be specifically authorized in accordance with this article.

Sec. 6.116 Prohibited acts.

- (a) Pilfering, scattering contents or meddling with garbage, recyclables, rubbish, or collection containers or receptacles by any person other than the owner, occupant or authorized agent is prohibited.
- (b) It shall be unlawful for any person to deposit any burning match, charcoal, ember or other burning material in any collection container or receptacle used for the disposal of garbage, recyclable material, rubbish, or brush.
- (c) It shall be unlawful for any person to deposit any materials not included in the definitions of garbage, recyclable material, rubbish and brush in any collection container or receptacle used for the disposal of garbage, recyclable material, or rubbish.
- (d) It shall be unlawful for any unauthorized person, other than the commercial customer or its employees or agents, to deposit any materials in a commercial collection container or receptacle.
- (e) It shall be unlawful to deposit solid waste generated from within the corporate city limits in any place other than a landfill unless authorized by the executive director of public works or his duly appointed representative.
- (f) It shall be unlawful to store or place in a screening enclosure that is provided for garbage and/or recycling containers and/or receptacles any debris, solid waste or any other item for storage that is not a solid waste and/or a recycling container and/or receptacle.
- (g) It shall be unlawful to bring in waste for disposal from outside of City limits.

Sec. 6.117 Diversion of recyclable materials.

- (a) Individual residents may remove recyclable material from their own residences; provided that the recyclable materials are secured.
- (b) It shall be unlawful for any person, including, without limitation, a resident or commercial business customer, to cause a diversion of recyclable materials at any location in violation of state law.
- (c) No person, including, without limitation, a resident or commercial business customer, may contract for the diversion of recyclable materials with any contractor other than the designated contractor of the City.

Sec. 6.118 Wastes from tree-trimming operations.

It shall be the duty of any person employing a contractor, tree-trimmer, or other person to trim or prune trees or shrubs to have said trimmings removed from the premises at his own expense.

Sec. 6.119 Applicability of state law.

The provisions of this article are adopted under V.T.C.A., Health and Safety Code Ch. 361.

The regulations promulgated in this article cover all aspects of municipal solid waste management under the authority of the state and are based primarily on the stated purpose of V.T.C.A. Health and Safety Code Ch. 361, as amended, hereafter referred to as the Texas

Solid Waste Disposal Act. The owner or operator of a municipal solid waste landfill (MSWLF) facility shall comply with any other applicable federal rules, laws, regulations or other requirements.

Sec. 6.120 Enforcement.

The provisions of this article shall be enforced by the director of public works or his duly appointed representative, and it shall be unlawful for any person to interfere with or hinder the director of public works or his duly appointed representative in the exercise of his duties under this article. Notwithstanding any provisions contained herein to the contrary, the director of public works or his duly appointed representative are hereby granted the authority to issue immediate citations to persons violating any provision of this article.

Sec. 6.121 Offense.

- (a) Any person violating or failing to comply with any provision or requirement of this article, who continues to violate or fails to comply with same, shall also be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$2,000.00, such offenses listed herein being violations of the health and safety ordinance of the city. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur. This section shall be in addition to and cumulative of the provisions for abatement by the city of any nuisance created by the violation of this article and the charging of the cost of abatement of said nuisance against the owner of the property.
- (b) Notwithstanding the foregoing, any violation of any provision of this article which constitutes an immediate danger or threat to the health, safety and welfare of the public may be enjoined in a suit brought by the city for such purpose.
- (c) In addition to any other remedies or penalties contained herein, the city may enforce the provisions of this article pursuant to the applicable provisions of V.T.C.A. Local Government Code ch.54, which chapter provides for the enforcement of municipal ordinances.
- (d) Allegation and evidence of a culpable mental state is not required for the proof of an offense defined by this article.

Sec. 6.122-140 Reserved

RENUMBERED:

Division 2 Brush Collection

Sec. 6.141 Definition

Brush. Trees and shrubs on premises will be picked up by the city. Brush shall not include trash, garbage, yard trimmings, leaves, lumber or any other debris. Nor does the service include the removal of trees and brush which has resulted from the clearing of land by heavy equipment, i.e. bulldozers etc.

Sec. 6.142 Brush Parameters

Brush shall be processed in manageable sizes. Any trunk or limb exceeding eight inches (8") in diameter shall be cut into a manageable size of four (4) foot or less. No single branch shall exceed forty (40) pounds in weight and shall be processed in a manageable size.

Sec. 6.143 Frequency of Collection

Brush pickup service shall be provided to each applicable residential and business premises weekly whether the brush or trimmings or cut by the resident or a professional tree trimming service as long as the resident pays brush pick-up fees. In the interest of ensuring brush collection for the entire city in a timely manner, the brush department shall not normally deviate from the established routes. Each neighborhood within the city limits has a designated brush pick up day. No collection of brush shall be made on Saturday, Sunday or holidays observed by the city. Brush shall be placed at the curbside in a manageable pile no later than 7:00 a.m. on the designated scheduled collection day.

Sec. 6.144 Location of Collection

Brush shall be placed at the customer's curblin. Brush will be picked up at no other location, and in no case shall brush department crews enter private property to cut or remove brush and debris.

Sec. 6.145 Charges for Brush Collection

There shall be charged, assessed, and collected from each person, firm, or corporation within the city limits for brush collection and disposal at the rates set out to-wit:

A fee of five (5) dollars will be charged each month where actual loading time is not more than fifteen (15) minutes per pick-up. In the event the city's designated brush department representative estimates that the time required for removal of brush from a particular residence or commercial business will exceed fifteen (15) minutes in duration, additional charges shall be levied to cover the cost of city work hours and equipment. A time limit of one hour per residence per week is preferred. Subsequent to the removal of brush from the customer's premises, the city's representative shall determine the actual work time taken, and a corresponding charge shall

be levied on the customer's utility bill of \$20.00 for each additional fifteen (15) minute period of actual work time required for brush removal. Charges shall not be prorated for periods of less than fifteen (15) minutes.

Sec. 6.146-150 Reserved

EXHIBIT B

THE CITY OF GONZALES RATES AND FEES SCHEDULE IS HEREBY AMENDED AS FOLLOWS:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. and 7.A. hereof that are located within the City's corporate limits and billed by the City for water and sewer services, the Service Provider shall charge the following rates per month for each Single-Family Residential Unit utilizing one (1) Roll-Out for the collection of Municipal Solid Waste and one (1) Roll-Out for the collection of Recyclable Materials, plus the following additional amounts per month for each additional Roll-Out utilized by such Single-Family Residential Unit.

	Monthly Rate – One (1) Roll-Out for Municipal Solid Waste and one (1) Roll-Out for Recyclable Materials	Monthly Rate – Each Additional Roll-Out
Contract Year 1	\$12.95	\$5.75
Contract Year 2	\$12.95	\$5.75
Contract Year 3	\$13.34	\$5.92
Contract Year 4	\$13.74	\$6.10
Contract Year 5	\$14.15	\$6.28

For the Services provided to Single-Family Residential Units under Section 4.A. and 7.A. hereof that are located within the City's extraterritorial jurisdiction, but not within the City's corporate limits, the Service Provider shall charge the following rates per month for each Single-Family Residential Unit utilizing one Roll-Out, plus the following rates per month for each Single-Family Residential Unit utilizing one Roll-Out and receiving recycling services every other week, plus the following additional amounts per month for each additional Roll-Out utilized by such Single-Family Residential Unit.

	Monthly Rate – One (1) Roll-Out (No Recycle)	Monthly Rate – One (1) Roll-Out & EOW Recycle	Monthly Rate – Each Additional Roll-Out
Contract Year 1	\$15.00	\$25.00	\$5.75
Contract Year 2	\$15.00	\$25.00	\$5.75

Contract Year 3	\$15.45	\$25.75	\$5.92
Contract Year 4	\$15.91	\$26.52	\$6.10
Contract Year 5	\$16.39	\$27.32	\$6.28

Any Single-Family Residential Unit, whether located within the City's corporate limits or extraterritorial jurisdiction, that needs the replacement of any Roll-Out that is lost, stolen, damaged or destroyed by the Single-Family Residential Unit will be charged \$60.00 for the cost of such Roll-Out, plus a \$25.00 delivery fee.

B. Commercial Hand Collect Unit Services. For the Services provided to Commercial Hand Collect Units under Section 4.B. hereof, the Service Provider shall charge per month the following rates, and the following rate for each extra pickup:

	Monthly Rate For One (1) Roll- Out	Rate Per Extra Pickup or additional Roll- Out
Contract Year 1	\$30.00	\$15.00
Contract Year 2	\$30.00	\$15.00
Contract Year 3	\$30.90	\$15.45
Contract Year 4	\$31.83	\$15.91
Contract Year 5	\$32.79	\$16.39

Any Commercial Hand Collect Unit that needs the replacement of any Roll-Out that is lost, stolen, or damaged or destroyed by the Commercial Hand Collect Unit will be charged \$60.00 for the cost of such Roll-Out, plus a \$25.00 delivery fee.

These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and/or extraterritorial jurisdiction.

C. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the rates located on Exhibit B.

D. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for the Services provided under Sections 7 and 11 hereto, the Service Provider shall charge for each Roll-Off utilized by a Commercial, Industrial or Residential Unit the fees located on Exhibit B.

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the City in accordance with City ordinances and policies.

E. City Roll-Off Services. For the Roll-Off services provided to the City in addition to or in excess of those provided for at no charge under Section 6.B. hereof, the Service Provider shall bill the City for each Roll-Off utilized the rates located on Exhibit B.

COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL UNIT RATES

CONTRACT YEARS 1 & 2

Container Size	Frequency – Monthly Rates						Rate per extra pickup
	1x	2x	3x	4x	5x	6x	
2 CY	\$71.25	133.00	\$190.00	\$0.00	\$0.00	\$0.00	\$35.63
3 CY	\$90.25	\$170.05	\$248.90	\$0.00	\$0.00	\$0.00	\$45.13
4 CY	\$119.70	\$216.60	\$313.50	\$410.40	\$0.00	\$0.00	\$59.85
6 CY	\$141.55	\$244.15	\$345.80	\$448.00	\$549.10	\$717.25	\$70.78
8CY	\$186.20	\$323.95	\$460.75	\$598.50	\$734.35	\$933.85	\$93.10
Casters	\$22.00	each container/month					
Lockbars	\$22.00						

Container Service – Recycle

Size	EOW (Every other week) – Monthly Rate	1X – Monthly Rate	Rate per extra pickup
96 Cart	\$10.00	\$20.00	\$10.00
4 CY	\$76.00	\$152.00	\$76.00
6 CY	\$90.00	\$180.00	\$90.00
8 CY	\$108.00	\$216.00	\$108.00

CONTRACT YEAR 3

Container Size	Frequency – Monthly Rates						Rate per extra pickup
	1x	2x	3x	4x	5x	6x	
2 CY	\$73.38	136.99	\$195.70	\$0.00	\$0.00	\$0.00	\$63.61
3 CY	\$92.96	\$175.15	\$256.37	\$0.00	\$0.00	\$0.00	\$82.19
4 CY	\$123.29	\$223.10	\$322.91	\$422.71	\$0.00	\$0.00	\$99.81
6 CY	\$145.80	\$251.47	\$356.17	\$461.44	\$565.57	\$738.77	\$105.67
8CY	\$191.79	\$333.67	\$474.57	\$616.46	\$756.38	\$961.87	\$141.88
Casters	\$22.66	each container/month					
Lockbars	\$22.66						

Container Service – Recycle

Container Size	EOW (Every other week) – Monthly Rate	1X – Monthly Rate	Rate per extra pickup
96 Cart	\$10.30	\$20.60	\$10.30
4 CY	\$78.28	\$156.56	\$78.28
6 CY	\$92.70	\$185.40	\$92.70
8 CY	\$111.24	\$222.48	\$111.24

CONTRACT YEAR 4

Container Size	Frequency – Monthly Rates						Rate per extra pickup
	1x	2x	3x	4x	5x	6x	
2 CY	\$75.58	141.10	\$201.57	\$0.00	\$0.00	\$0.00	\$65.52
3 CY	\$95.75	\$180.40	\$264.06	\$0.00	\$0.00	\$0.00	\$84.65
4 CY	\$126.99	\$229.79	\$332.60	\$435.39	\$0.00	\$0.00	\$102.80
6 CY	\$150.17	\$259.01	\$366.86	\$475.28	\$582.54	\$760.93	\$108.84
8CY	\$197.54	\$343.68	\$488.81	\$634.95	\$779.07	\$990.73	\$146.14
Casters	\$23.34	each container/month					
Lockbars	\$23.34						

Container Service – Recycle

Size	EOW (Every other week) – Monthly Rate	1X – Monthly Rate	Rate per extra pickup
96 Cart	\$10.61	\$21.22	\$10.61

4 CY	\$80.63	\$161.26	\$80.63
6 CY	\$95.48	\$190.96	\$95.48
8 CY	\$114.58	\$229.15	\$114.58

CONTRACT YEAR 5

Container Size	Frequency – Monthly Rate						Rate per extra pickup
	1x	2x	3x	4x	5x	6x	
2 CY	\$77.85	145.33	\$207.62	\$0.00	\$0.00	\$0.00	\$67.48
3 CY	\$98.62	\$185.81	\$271.98	\$0.00	\$0.00	\$0.00	\$87.19
4 CY	\$130.80	\$236.68	\$342.58	\$448.45	\$0.00	\$0.00	\$105.88
6 CY	\$154.68	\$266.78	\$377.87	\$489.54	\$600.02	\$783.76	\$112.10
8CY	\$203.47	\$353.99	\$503.47	\$654.00	\$802.44	\$1020.45	\$150.52
Casters	\$24.04	each container/month					
Lockbars	\$24.04						

Container Service – Recycle

Size	EOW (Every other week) – Monthly Rate	1X – Monthly Rate	Rate per extra pickup
96 Cart	\$10.92	\$21.86	\$10.92
4 CY	\$83.05	\$166.10	\$83.05
6 CY	\$98.34	\$196.69	\$98.34
8 CY	\$118.02	\$236.02	\$118.02

ROLL-OFF RATES

CONTRACT YEARS 1 & 2

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$172.90	\$460.75	\$4.00
30 Cubic Yards	\$172.90	\$522.50	\$4.00
40 Cubic Yards	\$172.90	\$548.15	\$4.00
Compactor	negotiable	\$600.00	Negotiable

CONTRACT YEAR 3

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$178.09	\$474.57	\$4.12
30 Cubic Yards	\$178.09	\$538.18	\$4.12
40 Cubic Yards	\$178.09	\$564.59	\$4.12
Compactor	negotiable	\$618.00	Negotiable

CONTRACT YEAR 4

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$183.43	\$488.81	\$4.24
30 Cubic Yards	\$183.43	\$554.33	\$4.24
40 Cubic Yards	\$183.43	\$581.53	\$4.24
Compactor	negotiable	\$636.54	Negotiable

CONTRACT YEAR 5

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$188.93	\$503.47	\$4.37
30 Cubic Yards	\$188.93	\$570.96	\$4.37
40 Cubic Yards	\$188.93	\$598.98	\$4.37
Compactor	negotiable	\$655.64	negotiable

CITY ROLL-OFF RATES**CONTRACT YEARS 1 & 2**

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$0	\$295.45	\$0
30 Cubic Yards	\$0	\$462.65	\$0
40 Cubic Yards	\$0	\$492.10	\$0

CONTRACT YEAR 3

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$0	\$304.31	\$0
30 Cubic Yards	\$0	\$476.53	\$0
40 Cubic Yards	\$0	\$506.86	\$0

CONTRACT YEAR 4

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$0	\$313.44	\$0
30 Cubic Yards	\$0	\$490.83	\$0

40 Cubic Yards	\$0	\$522.07	\$0
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CONTRACT YEAR 5

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$0	\$322.84	\$0
30 Cubic Yards	\$0	\$505.56	\$0
40 Cubic Yards	\$0	\$537.73	\$0

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider & Possible Action on Resolution #2020-26 Authorizing the City Manager to Execute an Agreement with Frontier Access, LLC (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services

DATE: February 13, 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 and evaluated proposals based on price, quality of service and previous performance.

City Staff is requesting City Council decision regarding the Solid Waste Collection and Disposal Services. Staff is requesting authorization to enter into an agreement with Frontier Access, LLC (Frontier Waste Solutions) for four (4) years and seven (7) months, commencing on March 1, 2020 and concluding on September 30, 2024. At the expiration of the Initial Term of this Agreement, the Agreement may be extended for up to three successive terms of five (5) years. The Service Provider shall provide to the City with written notice of its intent to renew this Agreement for an additional five year term at least 120 days prior to the expiration date of the Initial Term or 120 days prior to any of the then applicable individual five-year extension periods. If the City does not provide such written approval to renew the Agreement within thirty (30) days of such request from the Service Provider, this Agreement will terminate at the end of either this Initial Term, or at the end of any subsequent five (5) year extension period, as applicable.

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. Cost savings for the first year is approximately \$181,948.64.00.

ATTACHMENTS:

Agreement from Frontier Access, LLC (Frontier Waste Solutions)

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2020-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FRONTIER ACCESS, LLC (FRONTIER WASTE SOLUTIONS) FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES; 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, the City Council finds that entering into an agreement with Frontier Access, LLC (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services 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 an agreement with Frontier Access, LLC (Frontier Waste Solutions) for Solid Waste Collection and Disposal Services.

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

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

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

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

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

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

PASSED AND APPROVED this 13th day of February, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND
RECYCLABLE MATERIALS
IN THE CITY OF GONZALES, TEXAS

MARCH 1, 2020

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND
RECYCLABLE MATERIALS
IN THE CITY OF GONZALES, TEXAS**

STATE OF TEXAS

COUNTY OF GONZALES

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of _____, 2020, by and between Frontier Access, LLC, a Texas limited liability company (the "Service Provider"), and the City of Gonzales, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a Bag shall not exceed 33 gallons.

Bulky Item - Any item not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items; provided, however, such items shall not include any brush, which is the sole responsibility of the City.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Commercial Hand Collect Unit - Any Commercial Unit that does not require more than three (3) Roll-Outs for the collection of its Municipal Solid Waste each week.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between ninety-five (95) gallons and forty (40) cubic yards of Solid Waste.

Contract Year – Any one-year period of time from October 1 to September 30 during the term of this Agreement; provided, however, the parties acknowledge that due to the length of the Initial Term, the first Contract Year of this Agreement shall actually be March 1, 2020 to September 30, 2020, except with regards to any calculation of the Fuel Cost Adjustment.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the Service Provider.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Recyclable Materials -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (d) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

Recycling Container – A Container with at least eighteen (18) gallons of capacity and provided by the Service Provider to any Commercial, Industrial or Residential Unit for the collection of Recyclable Materials.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

White Good - Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

Yard Waste – Grass clippings and leaves that result from the general cleanup of the property of a Residential Unit.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties, within the City's corporate limits. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein.

SECTION 3. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits and extraterritorial jurisdiction, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste once per week and Recyclable Materials every other week from Single-Family Residential Units; provided, that (i) such Municipal Solid Waste and Recyclable Materials are placed in Containers provided by the Service Provider, and (ii) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider will collect Yard Waste from Single-Family

Residential Units once per week; provided, that such Yard Waste is (i) placed in a maximum of six (6) Bags and (ii) such Bags are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. Commercial Hand Collect Units. The Service Provider will collect Municipal Solid Waste from Commercial Hand Collect Units one (1) time each week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Hand Collect Units Unit no later than 7:00 a.m. on the scheduled collection day.

C. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider, with the exception of Yard Waste placed in Bags pursuant to Section 4.A. above. Municipal Solid Waste and Recyclable Materials in excess of the Containers' limits, or placed outside or adjacent to the Containers, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the City shall require the Single-Family Residential Unit or Commercial Hand Collect Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Sections 9.A. and 9.B. hereto.

D. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units once or twice per week, as provided for in Section 9.B. hereof. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.C. hereof.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

A. Municipal Locations. The Service Provider will provide, at no cost to the City, the following Containers to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations:

LOCATION	ADDRESS	SERVICE TYPE	FREQUENCY	# AND SIZE OF CONTAINER(S)
Independence Park Clubhouse	S Hwy 183	Municipal Solid Waste	1x weekly	Two (2) 8- Yard
Police Department	716 St. Paul	Municipal Solid Waste	1x weekly	One (1) 6-Yard
City Hall	820 St. Joseph	Municipal Solid Waste	1x weekly	One (1) 2-Yard
		Recyclable Materials	1x weekly	One (1) Roll-Out
Fogas Cat Adoption Center	505 St. Frances	Municipal Solid Waste	1x weekly	One (1) 2-Yard
Water Treatment Plant	111 St. Michael	Municipal Solid Waste	1x weekly	One (1) 2-Yard
Fire Department	411 St. Lawrence	Municipal Solid Waste	1x weekly	Three (3) Roll-Outs
Library	301 N. St. Joseph	Municipal Solid Waste	2x weekly	One (1) 3-Yard w/Lockbar
Public Works	1920 St. Joseph	Municipal Solid Waste	2x weekly	Two (2) 6-Yard
		Recyclable Materials	1x weekly	One (1) Roll-Out
City Sewer Plant	300 N. Ponton	Municipal Solid Waste	1x weekly	Two (2) 2-Yard
Riverside Community Center	110 St. Lawrence	Municipal Solid Waste	1x weekly	One (1) Roll-Out
Gonzales Animal Shelter	820 CR 488	Municipal Solid Waste	1x weekly	One (1) 2-Yard
JB Wells Park Arena	2301 CR 197	Municipal Solid Waste	1x weekly	One (1) 6-Yard
		Municipal Solid Waste	1x weekly	One (1) 8-Yard w/Lockbar
		Municipal Solid Waste		Two (2) 40-Yard Roll-Offs

B. Special Events. In addition, the Service Provider will provide, at no cost to the City, the following number of Containers to collect Municipal Solid Waste at the following certain special events in the City; provided, that the City gives the Service Provider reasonable prior written notice of the date of such special event:

<u>Event</u>	<u>When</u>
Jim Price Cleanup	Spring – on Saturday, date will be agreed to by the City and Contractor and will be from 8AM to 12PM
	Equipment: Rear load trucks, 3 with drivers Open-tops, 3-40 CY
	Location: City will determine equipment location
	Note: City may substitute 2-40 CY open-tops for one of The rear load trucks
District Cleanups –	4 Fall – on Saturday, each district must be on a different Saturday (dates will agreed to by City and Contractor) and will be from 8AM to 12PM or until truck is full
	Equipment: Rear load truck, with driver
	Location: City will determine equipment location
	Notes: City may substitute 2-40 CY open-tops For the rear load truck
	If rear load truck is provided all materials must be able to be loaded in the truck. Materials that will not fit cannot be serviced.
Come and Take It	1 st Weekend in October
	Equipment: Front load, 4-8 CY containers
	Location: City will determine equipment location
	Notes: If the Contractor has front load route in Gonzales on Saturday, the City may schedule pickups on the front load containers, but the City must schedule this service with the Contractor before noon on Friday.
	The City will also notify the Contractor as to the equipment termination date.

SECTION 7. BULKY ITEMS.

A. Pre-Arranged Collections. The Service Provider will collect Bulky Items from Single-Family Residential Units once per year, as designated by the Service Provider; provided, that (i) the Single-Family Residential Units requiring such collections notify City Hall no later than the end of the Business Day prior to the scheduled collection day, and (ii) the Bulky Items or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) do not exceed five (5) cubic yards in total volume or have any individual item exceeding fifty (50) pounds in weight. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Bulky Items from those Single-Family Residential Units that have complied with this Section 7.A. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. and 7.A. hereof that are located within the City's corporate limits and billed by the City for water and sewer services, the Service Provider shall charge the following rates per month for each Single-Family Residential Unit utilizing one (1) Roll-Out for the collection of Municipal Solid Waste and one (1) Roll-Out for the collection of Recyclable Materials, plus the following additional amounts per month for each additional Roll-Out utilized by such Single-Family Residential Unit.

	Monthly Rate – One (1) Roll-Out for Municipal Solid Waste and one (1) Roll-Out for Recyclable Materials	Monthly Rate – Each Additional Roll-Out
Contract Year 1	\$12.95	\$5.75

Contract Year 2	\$12.95	\$5.75
Contract Year 3	\$13.34	\$5.92
Contract Year 4	\$13.74	\$6.10
Contract Year 5	\$14.15	\$6.28

For the Services provided to Single-Family Residential Units under Section 4.A. and 7.A. hereof that are located within the City's extraterritorial jurisdiction, but not within the City's corporate limits, the Service Provider shall charge the following rates per month for each Single-Family Residential Unit utilizing one Roll-Out, plus the following rates per month for each Single-Family Residential Unit utilizing one Roll-Out and receiving recycling services every other week, plus the following additional amounts per month for each additional Roll-Out utilized by such Single-Family Residential Unit.

	Monthly Rate – One (1) Roll-Out (No Recycle)	Monthly Rate – One (1) Roll-Out & EOW Recycle	Monthly Rate – Each Additional Roll-Out
Contract Year 1	\$15.00	\$25.00	\$5.75
Contract Year 2	\$15.00	\$25.00	\$5.75
Contract Year 3	\$15.45	\$25.75	\$5.92
Contract Year 4	\$15.91	\$26.52	\$6.10
Contract Year 5	\$16.39	\$27.32	\$6.28

Any Single-Family Residential Unit, whether located within the City's corporate limits or extraterritorial jurisdiction, that needs the replacement of any Roll-Out that is lost, stolen, damaged or destroyed by the Single-Family Residential Unit will be charged \$60.00 for the cost of such Roll-Out, plus a \$25.00 delivery fee.

B. Commercial Hand Collect Unit Services. For the Services provided to Commercial Hand Collect Units under Section 4.B. hereof, the Service Provider shall charge per month the following rates, and the following rate for each extra pickup:

	Monthly Rate For One (1) Roll-Out	Rate Per Extra Pickup or additional Roll-Out
Contract Year 1	\$30.00	\$15.00
Contract Year 2	\$30.00	\$15.00
Contract Year 3	\$30.90	\$15.45
Contract Year 4	\$31.83	\$15.91
Contract Year 5	\$32.79	\$16.39

Any Commercial Hand Collect Unit that needs the replacement of any Roll-Out that is lost, stolen, or damaged or destroyed by the Commercial Hand Collect Unit will be charged \$60.00 for the cost of such Roll-Out, plus a \$25.00 delivery fee.

These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and/or extraterritorial jurisdiction.

C. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the rates located on Exhibit B.

D. Roll-Off Services. Subject to adjustment by the Service Provider in its sole discretion, for the Services provided under Sections 7 and 11 hereto, the Service Provider shall charge for each Roll-Off utilized by a Commercial, Industrial or Residential Unit the fees located on Exhibit B.

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the City in accordance with City ordinances and policies.

E. City Roll-Off Services. For the Roll-Off services provided to the City in addition to or in excess of those provided for at no charge under Section 6.B. hereof, the Service Provider shall bill the City for each Roll-Off utilized the rates located on Exhibit B.

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. Beginning on October 1, 2024, and on each subsequent anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase under this Section 10.A. shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall place the requested adjustment before the City Council at the next regularly scheduled meeting of the City Council for their consideration. In the event the City fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's

increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to request an increase to the Initial Rates, and (iii) The City shall place the requested adjustment before the City Council at the next regularly scheduled meeting of the City Council for their consideration.

D. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the City shall place any requested adjustment because of an increase in Fees before the City Council at the next regularly scheduled meeting of the City Council for their consideration. In the event the City fails or refuses to consent to any such requested increase in the Fees and the Service Provider can demonstrate that such increase in the Fees is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any other rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

E. Residential, Commercial and Industrial Unit Fuel Cost Adjustment. Beginning October 1, 2020, the Service Provider shall adjust all of the rates contained in Section 9 (the "Base Rates") for any Contract Year in which the average price of diesel fuel during the preceding Contract Year exceeded \$3.04 per gallon (the "Base Price"). The average price of diesel fuel will be determined by reference to the U.S. Energy Information Administration published price for diesel fuel – gulf coast region. The following website (or any successor website) will be the source for such information: <http://www.eia.gov/petroleum/gasdiesel/>. The average price of diesel fuel for each Contract Year (each, a "Average Yearly Price") shall be the average of the weekly fuel prices published for each week during such Contract Year.

The fuel cost adjustment for any Contract Year (each, a "Fuel Cost Adjustment") shall be calculated by referring to the fuel schedule attached hereto as Exhibit A. In the event the Average Yearly Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to the Base Rates by increasing the Base Rates by the applicable Rate Increase Percentage (as shown on Exhibit A) based on the Average Yearly Price for the previous Contract Year. In the event the Average Yearly Price is less than the Base Price, there will be no Fuel Cost

Adjustment. Each Fuel Cost Adjustment shall be effective during the Contract Year immediately following the Contract Year for which such Fuel Cost Adjustment was determined.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts, used tires, concrete, dirt, gravel, rock or sand by utilizing the Service Provider's Roll-Off Services.

SECTION 12. TERM OF AGREEMENT.

The initial term of this Agreement shall be for a period of four (4) years and seven (7) months, commencing on March 1, 2020 and concluding on September 30, 2024 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the Agreement may be extended for up to three successive terms of five (5) years. The Service Provider shall provide to the City with written notice of its intent to renew this Agreement for an additional five year term at least 120 days prior to the expiration date of the Initial Term or 120 days prior to any of the then applicable individual five-year extension periods. If the City does not provide such written approval to renew the Agreement within thirty (30) days of such request from the Service Provider, this Agreement will terminate at the end of either this Initial Term, or at the end of any subsequent five (5) year extension period, as applicable.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to place before the City Council for their consideration, any revisions to existing City Codes governing solid waste requested by Service Provider, provided that such request is consistent with state law. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to

replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers.

SECTION 15. PROCESSING, BILLING AND FEES.

A. Residential Monthly Statement. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Sections 9.A. and 9.B. hereto from all Residential and Commercial Hand Collect Units possessing active water meters within the City's corporate limits and extraterritorial jurisdiction, as well as from all other Residential and Commercial Hand Collect Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits and extraterritorial jurisdiction (the "Residential Monthly Statement"). Thereafter, the City will remit to the Service Provider an amount equal to such Residential Monthly Statement. All invoices approved for payment by the proper City authorities shall be paid by the Finance Department (within thirty (30) calendar days or receipt) in accordance with the provisions of the Texas Government Code, Title 10, Chapter 2251. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the number and rate of Residential and Commercial Hand Collect Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Commercial Monthly Statement. On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged under Section 9.C. hereto from all Commercial and Industrial Units requiring the collection, hauling, and recycling and disposal of Municipal Solid Waste within the City's corporate limits and extraterritorial jurisdiction (the "Commercial Monthly Statement"). The Service Provider shall be entitled to keep all proceeds of the Commercial Monthly Statement. In addition to the sums in the Commercial Monthly Statement, the Service Provider shall add a commercial franchise fee in the amount of fifteen percent (15%), or such other percentage as directed by the City in writing (the "Commercial Franchise Fee"), which shall be remitted to the City on a quarterly basis.

B. Taxes. In addition to the amounts billed and collected by the City under Section 15.A., the City shall also be solely responsible for collecting, remitting, and paying any and all sales, use and service taxes assessed or payable in connection with the Services. In addition to the amounts billed and collected by the Service Provider under Sections 15.B. and 15.D., the Service Provider shall be responsible for collecting, remitting and paying any and all sales, use and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Rates/Fees. The City agrees that payments owing to the Service Provider pursuant to this Agreement shall be based solely on the Services rendered by the Service Provider. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential, Commercial, or Industrial Unit.

D. Billings for Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect from all Residential, Commercial and Industrial Units and the City for services performed with respect to Roll-Off Containers. The Service Provider shall be entitled to keep all proceeds from its billings with respect to Roll-Off Containers in the amounts indicated in Sections

9.D. and 9.E.; provided, however, the Service Provider shall also add a fifteen percent (15%) Roll-Off franchise fee to the rates in Section 9.D., or such other percentage as directed by the City in writing, (the "Roll-Off Franchise Fee"), which shall be remitted to the City on a quarterly basis.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials has not been removed from such

Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day.

SECTION 19. CUSTOMER SERVICE.

The City agrees to field all inquiries and complaints for Single-Family Residential Units and Commercial Hand Collect Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials. Service Provider shall field all inquiries and complaints for Commercial, Industrial and Multi-Family Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste,

Construction and Demolition Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(5) Pollution Legal Liability	\$2,000,000 each loss
(6) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24 each year, or at any time coverage is renewed.

SECTION 25. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by the willful misconduct or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, attorneys' fees) caused by the willful misconduct or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 26. PERFORMANCE SECURITY.

During the term of this Agreement and any extension thereof, the Service Provider agrees to procure and maintain a performance bond (i) payable to the City, (ii) issued by a surety reasonably acceptable to the City, and (iii) conditioned upon the Service Provider truly and timely performing all of its obligations under this Agreement, including, but not limited to, the provisions of Section 25 hereto. Such performance bond shall be in the amount of \$400,000.00.

SECTION 27. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 28. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 29. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond

reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 30. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in Gonzales County, Texas.

SECTION 31. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Gonzales
820 St. Joseph Street
Gonzales, TX 78629
Attn: City Manager

If to the Service Provider:

Frontier Waste Solutions
P.O. Box 1283
Hillsboro, TX 76645
Attn: Vice President

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 32. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs for any cause of action arising out of this Agreement, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 33. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF GONZALES CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS

OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS ____ DAY OF _____, 2020.

FRONTIER ACCESS, LLC

By: _____
Name: Tim Henderson
Title: Vice President

CITY OF GONZALES, TX

By: _____
Name: _____
Title: [Mayor]

ATTEST:

By: _____
Name: _____
Title: [City Secretary]

EXHIBIT A

CITY OF GONZALES FUEL SCHEDULE

Average Fuel Price		Rate % Increase
\$ 3.00	\$ 3.04	0.0%
\$ 3.05	\$ 3.09	0.3%
\$ 3.10	\$ 3.14	0.5%
\$ 3.15	\$ 3.19	0.8%
\$ 3.20	\$ 3.24	1.0%
\$ 3.25	\$ 3.29	1.3%
\$ 3.30	\$ 3.34	1.5%
\$ 3.35	\$ 3.39	1.8%
\$ 3.40	\$ 3.44	2.1%
\$ 3.45	\$ 3.49	2.3%
\$ 3.50	\$ 3.54	2.6%
\$ 3.55	\$ 3.59	2.8%
\$ 3.60	\$ 3.64	3.1%
\$ 3.65	\$ 3.69	3.4%
\$ 3.70	\$ 3.74	3.6%
\$ 3.75	\$ 3.79	3.9%
\$ 3.80	\$ 3.84	4.1%
\$ 3.85	\$ 3.89	4.4%
\$ 3.90	\$ 3.94	4.6%
\$ 3.95	\$ 3.99	4.9%
\$ 4.00	\$ 4.04	5.2%
\$ 4.05	\$ 4.09	5.4%
\$ 4.10	\$ 4.14	5.7%
\$ 4.15	\$ 4.19	5.9%
\$ 4.20	\$ 4.24	6.2%
\$ 4.25	\$ 4.29	6.4%
\$ 4.30	\$ 4.34	6.7%
\$ 4.35	\$ 4.39	7.0%
\$ 4.40	\$ 4.44	7.2%
\$ 4.45	\$ 4.49	7.5%
\$ 4.50	\$ 4.54	7.7%
\$ 4.55	\$ 4.59	8.0%
\$ 4.60	\$ 4.64	8.3%
\$ 4.65	\$ 4.69	8.5%
\$ 4.70	\$ 4.74	8.8%
\$ 4.75	\$ 4.79	9.0%

\$ 4.80	\$ 4.84	9.3%
\$ 4.85	\$ 4.89	9.5%
\$ 4.90	\$ 4.94	9.8%
\$ 4.95	\$ 4.99	10.1%
\$ 5.00	\$ 5.04	10.3%

EXHIBIT B

COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL UNIT RATES UNDER SECTION 9.C.

CONTRACT YEARS 1 & 2

Container Size	Frequency – Monthly Rates						Rate per extra pickup
	1x	2x	3x	4x	5x	6x	
2 CY	\$71.25	133.00	\$190.00	\$0.00	\$0.00	\$0.00	\$35.63
3 CY	\$90.25	\$170.05	\$248.90	\$0.00	\$0.00	\$0.00	\$45.13
4 CY	\$119.70	\$216.60	\$313.50	\$410.40	\$0.00	\$0.00	\$59.85
6 CY	\$141.55	\$244.15	\$345.80	\$448.00	\$549.10	\$717.25	\$70.78
8CY	\$186.20	\$323.95	\$460.75	\$598.50	\$734.35	\$933.85	\$93.10
Casters	\$22.00	each container/month					
Lockbars	\$22.00	each container/month					

Container Service – Recycle

Size	EOW (Every other week) – Monthly Rate	1X – Monthly Rate	Rate per extra pickup
96 Cart	\$10.00	\$20.00	\$10.00
4 CY	\$76.00	\$152.00	\$76.00
6 CY	\$90.00	\$180.00	\$90.00
8 CY	\$108.00	\$216.00	\$108.00

CONTRACT YEAR 3

Container Size	Frequency – Monthly Rates						Rate per extra pickup
	1x	2x	3x	4x	5x	6x	
2 CY	\$73.38	136.99	\$195.70	\$0.00	\$0.00	\$0.00	\$63.61
3 CY	\$92.96	\$175.15	\$256.37	\$0.00	\$0.00	\$0.00	\$82.19
4 CY	\$123.29	\$223.10	\$322.91	\$422.71	\$0.00	\$0.00	\$99.81
6 CY	\$145.80	\$251.47	\$356.17	\$461.44	\$565.57	\$738.77	\$105.67
8CY	\$191.79	\$333.67	\$474.57	\$616.46	\$756.38	\$961.87	\$141.88
Casters	\$22.66	each container/month					
Lockbars	\$22.66	each container/month					

Container Service – Recycle

Container Size	EOW (Every other week) – Monthly Rate	1X – Monthly Rate	Rate per extra pickup
----------------	---------------------------------------	-------------------	-----------------------

96 Cart	\$10.30	\$20.60	\$10.30
4 CY	\$78.28	\$156.56	\$78.28
6 CY	\$92.70	\$185.40	\$92.70
8 CY	\$111.24	\$222.48	\$111.24

CONTRACT YEAR 4

ContainerSize	Frequency – Monthly Rates						Rate per extra pickup
	1x	2x	3x	4x	5x	6x	
2 CY	\$75.58	141.10	\$201.57	\$0.00	\$0.00	\$0.00	\$65.52
3 CY	\$95.75	\$180.40	\$264.06	\$0.00	\$0.00	\$0.00	\$84.65
4 CY	\$126.99	\$229.79	\$332.60	\$435.39	\$0.00	\$0.00	\$102.80
6 CY	\$150.17	\$259.01	\$366.86	\$475.28	\$582.54	\$760.93	\$108.84
8CY	\$197.54	\$343.68	\$488.81	\$634.95	\$779.07	\$990.73	\$146.14
Casters	\$23.34	each container/month					
Lockbars	\$23.34	each container/month					

Container Service – Recycle

Size	EOW (Every other week) – Monthly Rate	1X – Monthly Rate	Rate per extra pickup
96 Cart	\$10.61	\$21.22	\$10.61
4 CY	\$80.63	\$161.26	\$80.63
6 CY	\$95.48	\$190.96	\$95.48
8 CY	\$114.58	\$229.15	\$114.58

CONTRACT YEAR 5

Container Size	Frequency – Monthly Rate						Rate per extra pickup
	1x	2x	3x	4x	5x	6x	
2 CY	\$77.85	145.33	\$207.62	\$0.00	\$0.00	\$0.00	\$67.48
3 CY	\$98.62	\$185.81	\$271.98	\$0.00	\$0.00	\$0.00	\$87.19
4 CY	\$130.80	\$236.68	\$342.58	\$448.45	\$0.00	\$0.00	\$105.88
6 CY	\$154.68	\$266.78	\$377.87	\$489.54	\$600.02	\$783.76	\$112.10
8CY	\$203.47	\$353.99	\$503.47	\$654.00	\$802.44	\$1020.45	\$150.52
Casters	\$24.04	each container/month					
Lockbars	\$24.04	each container/month					

Container Service – Recycle

Size	EOW (Every other week) – Monthly Rate	1X – Monthly Rate	Rate per extra pickup
96 Cart	\$10.92	\$21.86	\$10.92
4 CY	\$83.05	\$166.10	\$83.05
6 CY	\$98.34	\$196.69	\$98.34
8 CY	\$118.02	\$236.02	\$118.02

ROLL-OFF RATES UNDER SECTION 9.D.**CONTRACT YEARS 1 & 2**

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$172.90	\$460.75	\$4.00
30 Cubic Yards	\$172.90	\$522.50	\$4.00
40 Cubic Yards	\$172.90	\$548.15	\$4.00
Compactor	negotiable	\$600.00	Negotiable

CONTRACT YEAR 3

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$178.09	\$474.57	\$4.12
30 Cubic Yards	\$178.09	\$538.18	\$4.12
40 Cubic Yards	\$178.09	\$564.59	\$4.12
Compactor	negotiable	\$618.00	Negotiable

CONTRACT YEAR 4

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$183.43	\$488.81	\$4.24
30 Cubic Yards	\$183.43	\$554.33	\$4.24
40 Cubic Yards	\$183.43	\$581.53	\$4.24
Compactor	negotiable	\$636.54	Negotiable

CONTRACT YEAR 5

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$188.93	\$503.47	\$4.37
30 Cubic Yards	\$188.93	\$570.96	\$4.37
40 Cubic Yards	\$188.93	\$598.98	\$4.37
Compactor	negotiable	\$655.64	negotiable

CITY ROLL-OFF RATES UNDER SECTION 9.E.

CONTRACT YEARS 1 & 2

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$0	\$295.45	\$0
30 Cubic Yards	\$0	\$462.65	\$0
40 Cubic Yards	\$0	\$492.10	\$0

CONTRACT YEAR 3

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$0	\$304.31	\$0
30 Cubic Yards	\$0	\$476.53	\$0
40 Cubic Yards	\$0	\$506.86	\$0

CONTRACT YEAR 4

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$0	\$313.44	\$0
30 Cubic Yards	\$0	\$490.83	\$0
40 Cubic Yards	\$0	\$522.07	\$0

CONTRACT YEAR 5

Container Size	Delivery Fee	Haul & Disposal Fee	Daily Rent
20 Cubic Yards	\$0	\$322.84	\$0
30 Cubic Yards	\$0	\$505.56	\$0
40 Cubic Yards	\$0	\$537.73	\$0

CITY OF GONZALES FINANCIALS

February 13, 2020

FINANCIAL REPORTS FOR FUNDS

CASH & INVESTMENT BY FUND

QUARTERLY INVESTMENT REPORT 12/31/19

CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2020

100-GENERAL FUND

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

REVENUE SUMMARY						
401-TAX REVENUE	2,731,386.00	437,451.50	1,178,617.76	43.15	0.00	1,552,768.24
402-FRANCHISE REVENUE	1,948,150.00	62,445.40	508,330.56	26.09	0.00	1,439,819.44
403-LICENSE/FEE/PERMITS	59,500.00	8,396.52	23,348.12	39.24	0.00	36,151.88
404-PARKS FEES REVENUE	193,850.00	11,105.80	52,925.58	27.30	0.00	140,924.42
405-MUNICIPAL COURT REVEN	116,932.00	6,538.57	14,470.09	12.37	0.00	102,461.91
406-MISCELLANEOUS REVENUE	763,852.00	13,837.92	72,741.80	9.52	0.00	691,110.20
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	45,000.00	972.54	10,226.59	22.73	0.00	34,773.41
409-OTHER FINANCING REVEN	518,273.00	0.00	23,348.06	4.50	0.00	494,924.94
410-TRANSFERS	2,436,066.00	173,114.61	835,179.06	34.28	0.00	1,600,886.94

*** TOTAL REVENUES ***	8,813,009.00	713,862.86	2,719,187.62	30.85	0.00	6,093,821.38
=====						
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	87,359.00	5,152.77	25,060.41	28.69	0.00	62,298.59
102-CITY MANAGER DEPART	242,406.24	18,141.77	81,055.27	33.44	0.00	161,350.97
103-COMMUNITY DEVELOPMENT	236,666.36	14,150.13	56,418.93	23.84	0.00	180,247.43
104-NON-DEPARTMENTAL	776,632.00	14,181.79	143,356.28	18.62	1,290.75	631,984.97
105-MAIN STREET DEPARTMEN	177,226.12	11,859.82	31,937.99	18.02	0.00	145,288.13
106-ECONOMIC DEVELOPMENT	0.00	0.00	4.95	0.00	0.00	4.95
107-BUILDING MAINTENANCE	227,722.36	13,686.72	66,363.38	29.14	0.00	161,358.98
108-CITY SECRETARY DEP	135,304.12	8,140.18	33,899.27	25.05	0.00	101,404.85
109-FINANCE DEPARTMENT	259,025.36	20,384.43	91,810.44	35.51	159.75	167,055.17
110-HOTEL/MOTEL	0.00	0.00	116.12	0.00	0.00	116.12
201-PARKS DEPARTMENT	718,492.08	38,468.03	182,480.36	25.39	27,520.01	508,491.71
202-SWIMMING POOL DEPARTM	37,249.00	0.00	481.40	1.29	0.00	36,767.60
204-RECREATION DEPARTMENT	12,194.00	0.00	163.66	1.34	0.00	12,030.34
206-INDEPENDENCE GOLF CO	271,250.24	15,289.51	88,282.49	32.57	7,000.00	175,967.75
301-FIRE DEPARTMENT	1,535,368.20	420,658.64	669,989.55	43.68	7,506.14	857,872.51
501-POLICE DEPARTMENT	2,498,981.24	163,956.44	816,700.03	32.68	81,188.00	1,601,093.21
504-ANIMAL CONTROL DEPART	157,030.12	10,376.50	46,505.23	29.62	0.00	110,524.89
550-MUNICIPAL COURT DEPT.	188,836.24	6,137.66	40,217.97	21.30	0.00	148,618.27
602-AIRPORT DEPARTMENT	92,100.00	948.56	21,411.49	23.25	0.00	70,688.51
603-STREETS DEPARTMENT	929,778.86	107,224.88	354,002.00	38.08	233,017.81	342,759.05
650-LIBRARY DEPARTMENT	276,791.48	18,094.20	89,434.78	32.31	0.00	187,356.70
660-MUSEUM DEPARTMENT	144,695.12	5,720.53	32,545.32	22.49	0.00	112,149.80

*** TOTAL EXPENDITURES ***	9,005,108.14	892,572.56	2,872,237.32	31.87	357,682.46	5,775,188.36
=====						
** REVENUES OVER(UNDER) EXPENDITURES **	(192,099.14)	(178,709.70)	(153,049.70)	265.87	(357,682.46)	318,633.02
=====						

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2020

203-JB WELLS PARK FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
404-PARKS FEES REVENUE	643,143.00	61,502.60	134,635.10	20.93	0.00	508,507.90
406-MISCELLANEOUS REVENUE	7,968.00	0.00	0.00	0.00	0.00	7,968.00
*** TOTAL REVENUES ***	651,111.00	61,502.60	134,635.10	20.68	0.00	516,475.90
EXPENDITURE SUMMARY						
203-JB WELLS PARK	705,673.72	31,822.76	166,254.61	24.52	6,792.00	532,627.11
*** TOTAL EXPENDITURES ***	705,673.72	31,822.76	166,254.61	24.52	6,792.00	532,627.11
*** REVENUES OVER(UNDER) EXPENDITURES ***	(54,562.72)	29,679.84	(31,619.51)	70.40	(6,792.00)	(16,151.21)

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2020

210-ELECTRIC FUND

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

REVENUE SUMMARY						
710-ELECTRIC DEPARTMENT	10,939,850.00	787,998.69	3,276,119.18	29.95	0.00	7,663,730.82
750-REVENUE COLLECTION	221,727.00	1,368.56	68,520.15	30.90	0.00	153,206.85
809-HYDRO PLANT CONST.	100.00	0.00	85.84	85.84	0.00	14.16
	-----	-----	-----	-----	-----	-----
*** TOTAL REVENUES ***	11,161,677.00	789,367.25	3,344,725.17	29.97	0.00	7,816,951.83
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,736,260.24	499,682.36	2,521,679.79	23.49	0.00	8,214,580.45
750-REVENUE COLLECTIONS	257,769.48	16,207.91	83,367.71	32.34	0.00	174,401.77
809-HYDRO PLANT CONST.	225,000.00	3,788.49	254,683.95	113.19	0.00	(29,683.95)
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	11,219,029.72	519,678.76	2,859,731.45	25.49	0.00	8,359,298.27
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES **	(57,352.72)	269,688.49	484,993.72	845.63-	0.00	(542,346.44)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2020

220-WATER FUND

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

REVENUE SUMMARY						
720-WATER PRODUCTION DEPT	2,166,600.00	162,193.67	676,792.70	31.24	0.00	1,489,807.30
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*** TOTAL REVENUES ***	2,166,600.00	162,193.67	676,792.70	31.24	0.00	1,489,807.30
	=====	=====	=====	=====	=====	=====
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,151,712.60	82,891.39	677,442.55	32.69	25,857.96	1,448,412.09
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	2,151,712.60	82,891.39	677,442.55	32.69	25,857.96	1,448,412.09
	=====	=====	=====	=====	=====	=====
** REVENUES OVER(UNDER) EXPENDITURES **	14,887.40	79,302.28	(649.85)	178.06-	(25,857.96)	41,395.21
	=====	=====	=====	=====	=====	=====

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2020

230-WASTEWATER FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY						
730-WASTEWATER COLLECTION	1,454,000.00	103,196.34	413,131.81	28.41	0.00	1,040,868.19
*** TOTAL REVENUES ***	1,454,000.00	103,196.34	413,131.81	28.41	0.00	1,040,868.19
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,523,927.56	43,435.25	516,647.05	34.85	14,500.00	992,780.51
*** TOTAL EXPENDITURES ***	1,523,927.56	43,435.25	516,647.05	34.85	14,500.00	992,780.51
** REVENUES OVER(UNDER) EXPENDITURES **	(69,927.56)	59,761.09	(103,515.24)	168.77	(14,500.00)	48,087.68

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2020

240-SOLID WASTE FUND

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

REVENUE SUMMARY						
740-SOLID WASTE DEPARTMEN	908,850.00	77,074.74	308,270.21	33.92	0.00	600,579.79
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*** TOTAL REVENUES ***	908,850.00	77,074.74	308,270.21	33.92	0.00	600,579.79
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EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	864,354.24	8,401.28	235,989.26	27.30	0.00	628,364.98
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	864,354.24	8,401.28	235,989.26	27.30	0.00	628,364.98
	-----	-----	-----	-----	-----	-----
** REVENUES OVER (UNDER) EXPENDITURES **	44,495.76	68,673.46	72,280.95	162.44	0.00	(27,785.19)
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2020

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	25,341.97	20.27	0.00	99,658.03
*** TOTAL REVENUES ***	125,000.00	0.00	25,341.97	20.27	0.00	99,658.03
EXPENDITURE SUMMARY						
301-STREETS	2,194,800.00	21,102.50	34,532.50	1.57	0.00	2,160,267.50
302-WASTEWATER	1,134,000.00	12,952.50	16,577.50	1.46	0.00	1,117,422.50
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	2,367,629.00	64,954.75	228,527.38	9.65	0.00	2,139,101.62
*** TOTAL EXPENDITURES ***	5,696,429.00	99,009.75	279,637.38	4.91	0.00	5,416,791.62
** REVENUES OVER (UNDER) EXPENDITURES **	(5,571,429.00)	(99,009.75)	(254,295.41)	4.56	0.00	(5,317,133.59)

C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2020

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	378,236.80	36.11	0.00	669,273.20
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*** TOTAL REVENUES ***	1,047,510.00	0.00	378,236.80	36.11	0.00	669,273.20
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,046,860.00	500.00	500.00	0.05	0.00	1,046,360.00
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*** TOTAL EXPENDITURES ***	1,046,860.00	500.00	500.00	0.05	0.00	1,046,360.00
	-----	-----	-----	-----	-----	-----
** REVENUES OVER (UNDER) EXPENDITURES **	650.00	(500.00)	377,736.80	113.35	0.00	(377,086.80)
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CITY OF GONZALES
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2020

500-RESTRICTED USE FUNDS

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

REVENUE SUMMARY						
410-TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL/MOTEL	360,000.00	54,211.57	178,596.54	49.61	0.00	181,403.46
812-MEMORIAL MUSEUM	12,440.00	730.95	4,693.08	37.73	0.00	7,746.92
813-FORFEITURES	10,650.00	0.00	1,940.45	18.22	0.00	8,709.55
814-MUNICIPAL COURT	6,600.00	334.49	1,248.28	18.91	0.00	5,351.72
815-ROBERT L BROTHERS	93,745.00	175.56	9,306.33	9.93	0.00	84,438.67
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*** TOTAL REVENUES ***	483,435.00	55,452.57	195,784.68	40.50	0.00	287,650.32
	-----	-----	-----	-----	-----	-----
EXPENDITURE SUMMARY						
810-JB WELLS EXPO CENTER	0.00	0.00	0.00	0.00	0.00	0.00
811-HOTEL MOTEL	458,445.12	10,715.85	101,293.20	22.09	0.00	357,151.92
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	260.22	13,792.87	31.56	0.00	29,907.13
	-----	-----	-----	-----	-----	-----
*** TOTAL EXPENDITURES ***	563,145.12	10,976.07	117,494.36	20.86	0.00	445,650.76
	-----	-----	-----	-----	-----	-----
** REVENUES OVER(UNDER) EXPENDITURES ** (79,710.12)	44,476.50	78,290.32	98.22-	0.00	(158,000.44)
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C I T Y O F G O N Z A L E S
FINANCIAL STATEMENT
AS OF: JANUARY 31ST, 2020

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	84,437.45	327,970.46	31.75	0.00	705,029.54
*** TOTAL REVENUES ***	1,033,000.00	84,437.45	327,970.46	31.75	0.00	705,029.54
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,323,216.12	196,724.15	354,717.82	26.81	0.00	968,498.30
*** TOTAL EXPENDITURES ***	1,323,216.12	196,724.15	354,717.82	26.81	0.00	968,498.30
** REVENUES OVER(UNDER) EXPENDITURES **	(290,216.12)	(112,286.70)	(26,747.36)	9.22	0.00	(263,468.76)

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<hr/>			
100-GENERAL FUND			

<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	538,844.71	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	64,060.32	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	

TOTAL CASH		602,905.03	
 <u>INVESTMENTS</u>			
100 1-103.409	RBFCU-SAVINGS ACCOUNT		0.00
100 1-103.410	CERT OF DEPOSIT-RANDOLPH BROOK		276,517.53
100 1-103.413	MILLER EST. OIL & GAS ROYALTY		13,212.43
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00

TOTAL INVESTMENTS			289,729.96
 <u>POOLED INVESTMENTS</u>			
100 1-104.000	TEXPOOL - GENERAL FUND		0.00
100 1-104.002	TEXPOOL- GENERAL FUND		1,266,471.48
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			1,266,471.48
		-----	-----
TOTAL 100-GENERAL FUND		602,905.03	1,556,201.44
<hr/>			
203-JB WELLS FUND			

<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(164,040.73)	

TOTAL CASH		(164,040.73)	
		-----	-----
TOTAL 203-JB WELLS PARK FUND		(164,040.73)	0.00
<hr/>			
210-ELECTRIC FUND			

<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	1,297,605.00	
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: JANUARY 31ST, 2020 JANUARY 31ST, 2020

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
210 1-001.606	CASH CUSTOMER METER DEPOSIT	181,227.40	
TOTAL CASH		1,478,832.40	
<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		1,773,060.04
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00
TOTAL POOLED INVESTMENTS			1,773,060.04
TOTAL 210-ELECTRIC FUND		1,478,832.40	2,044,188.06
<hr/>			
220-WATER FUND			

<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	416,423.29	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	16,254.00	
TOTAL CASH		432,677.29	
<u>INVESTMENTS</u>			
220 1-103.403	CERT OF DEPOSIT - I&S BOND RES		0.00
220 1-103.411	CERTIFICATE OF DEPOSIT-SAGE		0.00
220 1-103.606	CUSTOMER METER DEPOSITS - INVT		0.00
TOTAL INVESTMENTS			0.00
<u>POOLED INVESTMENTS</u>			
220 1-104.000	TEXPOOL - WATER FUND		0.00
220 1-104.001	TEXPOOL CONSTRUCTION		0.00
220 1-104.002	TEXPOOL- WATER FUND		101,317.77
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL		0.00
TOTAL POOLED INVESTMENTS			101,317.77
TOTAL 220-WATER FUND		432,677.29	101,317.77

CASH & INVESTMENTS BY FUND

AS OF: JANUARY 31ST, 2020

JANUARY 31ST, 2020

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	185,567.83	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	0.00	

TOTAL CASH		185,567.83	
<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		506,588.62

TOTAL POOLED INVESTMENTS			506,588.62
		-----	-----
TOTAL 230-WASTEWATER FUND		185,567.83	779,212.09
240-SOLID WASTE			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	67,286.85	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	

TOTAL CASH		67,286.85	
<u>INVESTMENTS</u>			
240 1-103.000	INVESTMENTS AGENCY SECURITIES		0.00
240 1-103.402	INVESTMENTS - I & S REVENUE BD		0.00
240 1-103.403	INVESTMENTS - I & S BOND RES		0.00

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

TOTAL POOLED INVESTMENTS			0.00
		-----	-----
TOTAL 240-SOLID WASTE FUND		67,286.85	0.00

CASH & INVESTMENTS BY FUND

AS OF: JANUARY 31ST, 2020

JANUARY 31ST, 2020

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
<hr/>			
300-CAPITAL PROJECTS			
=====			
<u>CASH</u>			
300 1-001.000	CASH CONTROL - CAPITAL PROJ	(21,102.50)	
300 1-101.301	BOND - CIP	0.00	

TOTAL CASH		(21,102.50)	
<u>POOLED INVESTMENTS</u>			
300 1-104.101	CASH-CO SERIES 2019 CIP STREET		2,196,208.85
300 1-104.102	CASH-CO SERIES 2019 CIP W/W		1,125,090.68
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		2,221,747.60
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		83,822.09

TOTAL POOLED INVESTMENTS			5,626,869.22
		-----	-----
TOTAL 300-CAPITAL PROJECTS		(21,102.50)	5,626,869.22
<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	437,412.02	

TOTAL CASH		437,412.02	
		-----	-----
TOTAL 400-DSF GOVERNMENT ACTIVITIES		437,412.02	0.00
<hr/>			
500-RESTRICTED USE FUNDS			
=====			
<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCT	(15,031.70)	
500 1-001.501	CASH - TEXAS CAPITAL	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	878,937.06	
500 1-001.503	CASH - MUSEUM FUNDS	20,254.63	

CASH & INVESTMENTS BY FUND

AS OF: JANUARY 31ST, 2020 JANUARY 31ST, 2020

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500 1-001.504	CASH - FORFEITURES	28,790.03	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	16,516.47	
500 1-001.506	CASH - MUN CRT SECURITY	26,600.80	
500 1-001.507	CASH - MUN CRT TECH	4,318.97	
500 1-001.508	CASH - SPECIAL EXPENSE	6,597.87	
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	112,298.24	
TOTAL CASH		1,079,282.37	
TOTAL 500-RESTRICTED USE FUNDS		1,079,282.37	0.00
700-COMPONENT UNIT			
=====			
CASH			
700 1-001.000	CASH -CONTROL ACCOUNT	(12,433.27)	
700 1-001.101	CASH - ECONOMIC DEV CORP	2,831,380.86	
TOTAL CASH		2,818,947.59	
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		2,818,947.59	0.00
=====			
FUND TOTAL OTHER INVESTMENTS			833,481.45
FUND TOTAL POOLED INVESTMENTS			9,274,307.13
=====			
TOTAL CASH AND INVESTMENTS		6,917,768.15	10,107,788.58
=====			

*** END OF REPORT ***

CITY OF GONZALES PORTFOLIO
QUARTERLY REPORT FOR THE PERIOD ENDING
12/31/2019

Description	Yield Rate	Purchase / Renewal Date	Maturity Date	Book Value 09/30/19	Market Value 09/30/19	Accrued Interest 09/30/19	Book Value 12/31/19	Market Value 12/31/19	Accrued Interest 12/31/19
<u>Investment Pools</u>									
Texpool - General Fund	N/A	N/A	N/A	1,260,940.23	1,260,940.23	-	1,266,471.48	1,266,471.48	-
Texpool - Hydro Certificate of Obligation	N/A	N/A	N/A	102,853.05	102,853.05	-	0.00	0.00	-
Texpool - Electric Fund	N/A	N/A	N/A	1,765,316.27	1,765,316.27	-	1,773,060.04	1,773,060.04	-
Texpool - Water Fund	N/A	N/A	N/A	100,875.24	100,875.24	-	101,317.77	101,317.77	-
Texpool - Wastewater Fund	N/A	N/A	N/A	504,376.09	504,376.09	-	506,588.62	506,588.62	-
Texpool - Cert. of Obligation 2019	N/A	N/A	N/A	6,012,315.80	6,012,315.80	-	5,677,105.98	5,677,105.98	-
<u>Certificates of Deposit</u>									
General Fund - (RBFCU) 100-1-103.410	1.750%	3/20/2018	3/19/2020	275,301.40	275,301.40	1,210.78	276,517.53	276,517.53	1,216.13
Electric Fund - (SSB) 210-1-103.410	1.820%	12/11/2019	12/11/2021	270,177.14	270,177.14	956.80	271,128.02	271,128.02	950.88
Wastewater Fund - (SSB) 230-1-103.411	2.270%	9/13/2019	10/13/2020	271,110.75	271,110.75	1,835.35	272,623.47	272,623.47	1,512.72
TOTAL PORTFOLIO				10,563,265.97	10,563,265.97	4,002.93	10,144,812.91	10,144,812.91	3,679.73

CITY OF GONZALES PORTFOLIO SUMMARY
Activity for Quarter Ending
December 31, 2019

	Book Value	Market Value	Ratio
Total Investments at beginning of Quarter	10,563,265.97	10,563,265.97	100.00%
Investment Pool Interest Reinvested	41,272.05	41,272.05	
Investment Pool Increases	0.00	0.00	
Investment Pool Withdrawals	463,404.84	463,404.84	
Agency Security Purchases	0.00	0.00	
Agency Security Maturities/Called	0.00	0.00	
Certificate of Deposit Purchases	0.00	0.00	
Change in Market Value in CDs	3,679.73	3,679.73	
Investments at End of Quarter	11,071,622.59	11,071,622.59	100.00%

As of 12/31/2019 all investments are in compliance with the Investment Policy of the City of Gonzales.


Laura Zella, Finance Director


Tim Patek, City Manager

CITY OF GONZALES PORTFOLIO
QUARTERLY REPORT FOR THE PERIOD ENDING
12/31/2019

<u>Weighted Average Maturity</u>	<u>Yield Rate</u>	<u>Maturity Date</u>	<u>Book Value</u>	<u>Percentage of Portfolio</u>	<u>Days to Maturity</u>	<u>Weighted Average</u>
TexPools			9,324,543.89	0.919144	1	0.92
RBFCU - General Fund	1.750%	3/19/2020	276,517.53	0.027257	79	2.15
Lone Star Bank - Electric	1.820%	12/11/2021	271,128.02	0.026726	711	19.00
Lone Star Bank - Wastewater	2.270%	10/13/2020	272,623.47	0.026873	287	7.71
TOTAL PORTFOLIO			10,144,812.91	100%	1,078	29.79