



**MAIN STREET ADVISORY BOARD CALLED MEETING
Gonzales Municipal Building
820 St. Joseph Street, Gonzales, Texas
Tuesday, March 6, 2018– 5:30 p.m.**

AGENDA

CALL TO ORDER AND CERTIFICATION OF QUORUM

PUBLIC COMMENTS

The public comments section of the meeting is for citizens to address the advisory board as a whole

ITEMS TO BE CONSIDERED

1. Discuss and Consider Utility Grant Application from San Antonio Distillery, LLC.
2. Discuss and Approve service agreement between Gonzales Main Street and the City of Gonzales and authorize Board Chairman and Secretary to sign agreement.
3. Discuss and Approve Memorandum of Understanding Defining Roles and Responsibilities of the City of Gonzales, Gonzales Main Street Inc. and Guadalupe Valley Publishing Co in regards to the Come and Taste it Beer Wine and Art Festival and authorize Board Chairman to sign memorandum.
- 4.

AJOURN

I certify that a copy of the March 6, 2018 agenda of items to be considered by the Gonzales Main Street Advisory Board was posted on the City Municipal Building bulletin board on the 2nd day of March 2018 at _____ a.m./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 _____, 2018 at _____ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer, and Gonzales Cannon. The Mayor and/or City Council have been invited to attend and/or participate in the following event. Although a quorum of the members of the City Council may or may not be available to attend this event, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. It is the opinion of the City Attorney's office that this meeting is being held and conducted in accordance with Chapter 551 of the Texas Government Code.

Barbara Friedrich, Main Street Administrator

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.

Address _____

Phone Number _____

DOCUMENTATION CHECKLIST
for
Utility Relocation Grant Program

As a part of this application, the following documentation is being provided by the applicant:

- | | |
|-------|--|
| ✓ | Establishment of business entity name (copy of Articles of Incorporation, dba, etc.) |
| N/A | Copy of lease agreement (if facility is leased) |
| ✓ | Legal description of subject property (Exhibit A) |
| ✓ | Vicinity map of subject (Exhibit B) |
| ✓ | Estimates of proposed improvements (Exhibit C) |
| N/A | Documentation of approved financing |
| N/A | State sales tax reporting form for most current three month period (if applicable) |
| ✓ | Consultation with City of Gonzales Building Official and Fire Official |
| _____ | Copy of construction permit. |

Advisory Board Review

Approved _____ Date _____

Rejected _____ Date _____

Re-Review _____ Date _____

**APPLICATION
for
UTILITY RELOCATION GRANT PROGRAM**

I (We), hereinafter referred to as "APPLICANT", on behalf of the identified entity, submit to Gonzales Main Street, hereinafter referred to as "GMS", this application for consideration of a Utility Relocation Grant under the provisions of the GMS's Utility Relocation Grant Program.

As part of this application, APPLIANT represents to GMS the following:

1. APPLICANT has received a copy of the GMS's Guidelines and Criteria for the Utility Relocation Grant Program. APPLICANT acknowledges to GMS that in making this application APPLICANT understands the terms and provisions thereof, and all questions relating to any needed interpretation thereof have been answered by authorized representatives of GMS prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as hereinafter set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon the advice and counsel of GMS, its servants, agents, employees, and /or elected or appointed officers.
3. By signing this document, "Application for Utility Relocation Grant" either in an individual capacity, jointly, or in a representative capacity, APPLICANT acknowledges and verifies that all of the facts, information, and allegations as herein set out are true, correct and accurate, and that GMS may rely thereon as if the same had been signed by APPLICANT or APPLICANTS'S agent. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. If APPLICANT is a corporate entity, APPLICANT swears and affirms that all applicable franchise taxes or other taxes paid for the privilege of conducting business have been fully paid, and that the APPLICANT is fully authorized to transact business in the State of Texas, and in the state of incorporation if different from the State of Texas. In addition, APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have paid when due and payable, and that no delinquencies exist at this time.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 132a(f), the APPLICANT will repay the amount of the grant with interest, at the rate of 12% per annum, within 120 days after the GMS notifies the APPLICANT of the violation. The GMS has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Business Entity Name: SAN ANTONIO Distillery LLC

Mailing address: 715 St Paul St. Gonzales Tx

Location in the City of Gonzales for which the improvement is being requested:

Street Address: SAME

Other companies and locations owned and/or operated by the APPLICANT

Company Name: NONE
Street Address: _____
City: _____

Company Name: _____
Street Address: _____
City: _____

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as **Exhibit A.** ✓

7. Please attach a vicinity map locating the property within the City of Gonzales as **Exhibit B.**

8. New or existing business: New Existing
SAN ANTONIO Distillery LLC has been in operation for _____ years.

Existing # of jobs: 2 (if applicable) Full-time Part-time _____

New jobs (full-time): 2 New jobs (part-time): 3

9. If leased facility, provide the following information (attach copy of current lease):

Current Landlord: NO ~~landlord~~ landlord (we own it)
Address: _____

Phone Number: _____

10. What other cities and/or buildings is the applicant considering to establish a new business if this application is not approved?

NONE

11. Additional Information:

Describe in detail project financing, amount of debt, terms of debt service, name of issuer of debt, etc.

No Debt. Any additional Electric utility work will be paid by Bruce Harboath

12. Has financing been secured? No debt.

Yes _____ (Attach documentation)
No _____
Pending _____ With Whom? _____

13. Please provide a copy of the State sales tax reporting form for the most current three (3) month period (if applicable).
14. Prior to applicants execution of this application, APPLICANT has had this reviewed by the Attorney of Applicant, or has had the opportunity to do so, and the parties hereto agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.
15. APPLICANT and owner/landlord indemnify, defend and hold GMS harmless from any liability, injury, claim, expenses and attorney's fees arising out of a contractor, builder or contract for performance of improvements, or repair to buildings and facilities.
16. GMS has delivered a copy of the guidelines and criteria for a utility relocation grant program to applicant for review, and the delivery hereof does not constitute an offer of a relocation grant.
17. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the application for business improvement grant program. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected thereby.

VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished GMS has been furnished freely by the APPLICANT(S), herein, and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Gonzales Main Street may or may not grant a Utility Relocation Grant based upon application or request hereunder purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Gonzales Main Street on this, the 1 day of March, 2018.

Applicant <u>Bruce Harborth</u>	Applicant _____
Signature <u>[Signature]</u>	Signature _____
Address <u>715 St Paul Street</u> <u>Gonzales Texas</u>	Address _____
Phone Number <u>707 694 7311</u>	Phone Number _____

Name of Property Owner/Landlord Bruce Harborth
Signature [Signature]



Office of the Secretary of State

May 30, 2013

Bruce Harborth
P.O. Box 1241
Sebastopol, CA 95472 USA

RE: San Antonio Distillery, LLC
File Number: 801792824

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>



Office of the Secretary of State

CERTIFICATE OF FILING OF

San Antonio Distillery, LLC
File Number: 801792824

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/28/2013

Effective: 05/28/2013



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State



Office of the Secretary of State
Packing Slip

May 30, 2013
Page 1 of 1

Bruce Harborth
P.O. Box 1241
Sebastopol, CA 95472

Batch Number: 48291030

Batch Date: 05-28-2013

Client ID: 434587849

Return Method: Mail

Document Number	Document Detail	Number / Name	Page Count	Fee
482910300002	Certificate of Formation	San Antonio Distillery, LLC	0	\$300.00
			Total Fees:	\$300.00

Payment Type	Payment Status	Payment Reference	Amount	
Check	Received	7375	\$300.00	
			Total:	\$300.00

Total Amount Charged to Client Account: \$0.00

(Applies to documents or orders where Client Account is the payment method)

Note to Customers Paying by Client Account: This is not a bill. Payments to your client account should be based on the monthly statement and not this packing slip. Amounts credited to your client account may be refunded upon request. Refunds (if applicable) will be processed within 10 business days.

User ID: WJOHNSON

Organizer

The name and address of the organizer:

Bruce Harborth

Name

5406 FM 626

Street or Mailing Address

Kenedy

City

Tx 78119

State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

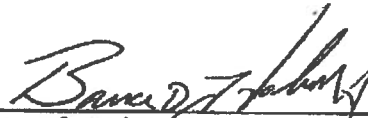
- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 5/24/2013



Signature of organizer

BRUCE D Harborth

Printed or typed name of organizer

Form 205
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$300



This space reserved for office use.

**Certificate of Formation
Limited Liability Company**

FILED
In the Office of the
Secretary of State of Texas
MAY 28 2013
Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

San Antonio Distillery LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Bruce D Harborth
First Name M.I. Last Name Suffix

C. The business address of the registered agent and the registered office address is:

5406 FM 626 Kenedy TX 78119
Street Address City State Zip Code

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

Bruce D Harborth
First Name M.I. Last Name Suffix

OR

IF ORGANIZATION

Organization Name

ADDRESS

5406 FM 626 Kenedy Tx US 78119
Street Address City State Country Zip Code

RECEIVED

MAY 28 2013

Secretary of State

SCHEDULE A

Name and Address of
Title Insurance Company:
File No.: 2014017

Stewart Title Guaranty Company
P. O. Box 2020, Houston, TX 7752-2029
Policy No.: O-5966-67338

Address for Reference only: 715 Saint Paul St., Gonzales, Texas 78629

Amount of Insurance: \$80,000.00

Premium: \$734.00

Date of Policy: April 15, 2014 at 2:25 PM

1. Name of Insured:
BRUCE HARBORTH, a single person
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is insured as vested in:
BRUCE HARBORTH, a single person
4. The Land referred to in this policy is described as follows:

Being all that certain lot or parcel of land, lying and being situated in Gonzales County, Texas, within the Corporate Limits of the City of Gonzales, being **part OF LOT NO. 5, in BLOCK NO. 22, of THE ORIGINAL INNER TOWN OF GONZALES,** and being more particularly described by metes and bounds attached hereto in Exhibit "A" consisting of 1 page(s), said Exhibit "A" being incorporated herein for all purposes. And being the same lot described in that certain deed dated September 17, 2013, executed by Suzanne Kittel, et al to BWK Holdings, LLC, recorded in Volume 1139, page 663, of the Official Records of Gonzales County, Texas. And being the same lot described in that certain deed dated April 7, 2014, executed by BWK Holdings, LLC, a Texas Limited Liability Company, to Bruce Harborth, a single person, recorded in Volume 1159, Page 975, of the Official Records of Gonzales County, Texas.

NOTE: The Title Company is prohibited from insuring the area or quantity of the land as described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override item 2 of Schedule "B" hereof.

EXHIBIT "A"

Being all that certain tract of 0.19 of an acre of land, more or less, lying and being situated in Gonzales County, Texas, being part of Lot No. 5, Block No. 22, in the Original Inner Town of Gonzales, more particularly being part of land described as TRACT TWO in Warranty Deed dated December 26, 2001, executed by Robert Page Remschel, et. al., to Kittel Family Limited Partnership, recorded in Volume 860, Page 877, of the Official Records of Gonzales County, and the particular portion thereof hereby intended to be described by metes and bounds as follows, to wit:

BEGINNING at a point at the northeast corner of said TRACT TWO, and the southeast corner of said TRACT THREE in above deed to Kittel Family Limited Partnership, and in the east line of said Lot No. 5, and the east line of said Block No. 22, and the west line of Saint Paul Street, for the northeast corner of this tract or parcel of land hereby intended to be described, from which, the northeast corner of said Lot No. 5 and the southeast corner of Lot No. 6 in same block bears North 20° 00' 00" West 24.67 feet;

THENCE South 20° 00' 00" East 57.25 feet along the east line of said TRACT TWO, and the east line of said Lot No. 5, and the east line of said Block No. 22, and the west line of said Saint Paul Street, to a point at the southeast corner of said TRACT TWO, and at the northeast corner of a tract of land described in a conveyance to Edwards Furniture Co. Inc., recorded in Volume 1127, Page 922, of the Official Records of Gonzales County, for the southeast corner of this tract or parcel of land hereby intended to be described;

THENCE South 70° 00' 00" West 150.15 feet along the south line of said TRACT TWO, and the north line of said Edward Furniture tract, to a 5/8 inch iron rod set at the southwest corner of said TRACT TWO, and at a northwest corner of said Edwards Furniture tract, and in the east line of a 16.67 foot wide alley, for the southwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 20° 00' 00" West 53.44 feet along the west line of said TRACT TWO, and the east line of said 16.67 foot wide alley, to a 5/8 inch iron rod found at the southwest corner of a tract of land described in General Warranty Deed dated July 25, 2013, executed by BWK Holdings to Oliver Hernandez Grajales, recorded in Volume 1133, Page 754, of the Official Records of Gonzales County, for the northwest corner of this tract or parcel of land hereby intended to be described;

THENCE entering said TRACT TWO along the south line of said Grajales tract, North 70° 00' 00" East 48.01 feet to a 5/8 inch iron rod found at the southeast corner of said Grajales tract, for an interior corner of this tract or parcel of land hereby intended to be described;

THENCE North 20° 00' 00" West 3.81 feet along the east line of said Grajales tract, to a 5/8 inch iron rod set at the intersection of the east line of said Grajales tract, and the north line of said TRACT TWO and the south line of said TRACT THREE, for a northwest corner of this tract or parcel of land hereby intended to be described;

THENCE North 70° 00' 00" East 102.14 feet along the north line of said TRACT TWO and the south line of said TRACT THREE, to the PLACE OF BEGINNING, containing within said bounds, 0.19 of an acre of land, more or less, as is shown on Gonzales First Shot Surveying Plat No. S14-032, dated March 10, 2014.

715

SAINT PAUL STREET

REMAINDER OF
KITTEL FAMILY
LIMITED PARTNERSHIP
TRACT THREE
860/877 O.R.

N 70°00'00" E
102.14

0.06 ACRES

S 70°00'00" W
102.14

N 70°00'00" E
102.14

*Land of
Bruce Harborth*

0.19 ACRES

S 70°00'00" W
150.15

EDWARDS FURNITURE CO. INC.
1127/922 O.R.

OLIVER HERNANDEZ GRAJALES
1133/754 O.R.

N 20°00'00" W
24.67

*Land of
Bruce Harborth*

N 70°00'00" E
48.01

N 20°00'00" W
53.44

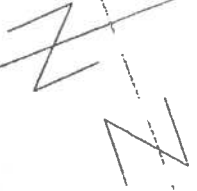
16.67 FOOT WIDE ALLEY

LOT NO. 6

LOT NO. 1

LOT NO. 5

LOT NO. 2



JAMES MCMAINS

706 St. Vincent Gonzales Tex. / 830 857-1813 | james.p.mcmains@gmail.com

March 1 2018

Bruce Harborth
CEO
San Antonio Distillery. LLC
715 St. Paul
Gonzales, Texas 78629

PROPOSAL

Bruce Harborth:

Relocation of electric service from front of building to rear of building.

Includes:

- Demo service at front of building and removal of all demo.
- New service at rear of building includes meter loop, 400- amp disconnect
- 2 new 200-amp breaker box and underground work service.

TOTAL price of project: \$6,400.00

Sincerely,


James McMains

Barbara Friedrich

From: Holly Barnhart
Sent: Friday, March 02, 2018 9:01 AM
To: Barbara Friedrich
Subject: Bruce- distillery

Electric Material-\$2500.00
400 Amp- \$750.00
Permit- \$100.00

Total \$3350.00

Holly Barnhart

Administrative Assistant
Parks & Recreation Department/
Permit Technician
City of Gonzales
P.O. Box 547
Gonzales, TX 78629
830-672-3192
fax - 830-672-2404
hbarnhart@gonzales.texas.gov
www.gonzales.texas.gov

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"Optimism is the faith that leads to achievement. Nothing can be done without hope and confidence." -Helen Keller

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF GONZALES X

This agreement, effective the _____ day of _____, 2018, by and between the City of Gonzales, a municipal corporation, situated in Gonzales County, Texas, acting by and through its City Manager, (hereinafter referred to as the "City"), and the Gonzales Main Street, Inc. (hereinafter referred to as the "GMS") acting by through it Chairman and in accordance with Chapters 501 and 504 of the Texas Local Government Code, as amended:

WITNESSETH:

For and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

I. PURPOSE

That the City agrees to provide program support, liability insurance, and legal services (hereinafter referred to as the "Staff") to the GMS as requested by the Board of Directors of the GMS (hereinafter referred to as the "Board")

II. DUTIES

A. The City Agrees to:

1. Provide liability insurance for all GMS events held on City property.
2. Provide information on local, state, and federal permit and licensing requirements and act as a liaison between the GMS and other City departments.
3. Prepare a budget for services provided for the forthcoming year for review. The budget shall be prepared in accordance with the procedures prescribed for all City departments and included with the proposed overall City budget for approval by the Gonzales City Council.
4. The City Manager, Main Street Director or his/her designated shall meet with the Board, to receive the Board's input regarding services.

5. Act as the Employer of Record and provide salary and benefits for Main Street Director.
6. Provide meeting space at Gonzales City Hall on the fourth Tuesday of every month at 5:30 p.m.
7. Provide all necessary accounting services and recordkeeping to board and City as requested.

B. The GMS agrees to:

1. Develop budget priorities and recommendations for City Council consideration.
2. Provide five annual events as listed below:
 - a. City Wide Yard Sale to be held the second Saturday in April.
 - b. Main Street Concert Series and Star Spangled Spectacular to be held every Friday in June and July 4th.
 - c. Happy Fall Y'all to be held the 3rd Saturday in October.
 - d. Main Street Lighted Christmas Parade and Santa's Market to be held the 1st Saturday in December.
 - e. Come and Taste It Beer, Wine, and Art Festival to be held the 4th Saturday in April.

III. LEGAL SERVICES

The City Attorney shall be legal advisor of, and attorney for the GMS. Such legal services shall include representation of the entity in litigation and legal proceedings, so long as the interest of the entity is not adverse to that of the City, and review of documents, contracts and legal instruments as to form and legality. The GMC retains the right to hire an attorney of its own choice at its own expense whenever it so chooses, or anytime the City Attorney determines that his/her office is unable to represent both the GMS and City.

IV. TERMINATION

This Agreement may be terminated by the GMS or the City, in whole, or from time to time, in part, whenever such termination is determined by the Board or the City Council, as the case may be, to be in the best interest of the GMS or the City. Termination will be effective sixty (60) days after deliver of Notice of Termination specifying to what extent performance or work under the Agreement has been terminated and specifying that the Agreement has been terminated and specifying that the Agreement shall be terminated sixty (60) days after receipt by the notified party.

If no notice of termination is received from either party prior to _____, 20_____, this Agreement expires without notification on _____, 20_____.
_____.

V. OFFICIALS NOT TO BENEFIT

No public official of the governing body of the City or the GMS who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the Agreement which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this Agreement or proceeds thereof.

VI. MINORITY AND SMALL BUSINESSES

The City will encourage and utilize small businesses and minority suppliers and services to the extent possible under present law for use in completion of the Agreement.

VII. EQUAL EMPLOYMENT OPPORTUNTIES

During the performance of this Agreement, the City agrees as follows:

The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The City will take affirmative action to ensure that applicants and their employees are treated equally without regard to race, color, religion, sex, national origin, or disability. The City agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The City will, in al solicitations or advertisements for employees placed by or on behalf of the City; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

VIII. AGREEMENT

This Agreement shall constitute the sole agreement between the City and the GMS relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

GONZALES MAIN STREET, INC.

CITY OF GONZALES

Chairman

City Manager, Interim

ATTEST:

ATTEST:

Secretary

City Secretary

Approved as to form:

City Attorney

STATE OF TEXAS

COUNTY OF GONZALES

MEMORANDUM OF UNDERSTANDING DEFINING ROLES AND RESPONSIBILITIES OF THE CITY OF GONZALES, GONZALES MAIN STREET INC. AND GUADALUPE VALLEY PUBLISHING CO IN REGARDS TO THE COME AND TASTE IT BEER WINE AND ART FESTIVAL

This Memorandum of Understanding (MOU) is entered into, by and between the, City of Gonzales, hereinafter referred to as the "City", a political subdivision of the State of Texas, Gonzales Main Street Inc., a 501c3 nonprofit, hereinafter referred to as "Main Street", and Guadalupe Valley Publishing Co dba as Gonzales Inquirer, hereinafter called the "Inquirer", collectively, "Parties", to define the roles and responsibilities of the Parties in regards to the hosting of the Come and Taste It Beer and Wine Festival.

WITNESSETH

WHEREAS, The Inquirer desires to hold a festival promoting Texas beer and wines as a for profit venture of which a portion will be utilized to establish scholarships for local youth hereinafter referred to as Beer Festival; and,

WHEREAS, the Inquirer desires to hold such festival at a location being designated as a section located on the east side of Confederate Square; and,

WHEREAS, In order to promote tourism and increase sales tax revenues, Main Street desires to hold a festival promoting artists of all disciplines, wineries, and vintage automobiles hereinafter referred to as Arts Festival; and,

WHEREAS, The Inquirer acknowledges Main Street will be holding an Art Festival on April 28, 2018 as a location being designated as Confederate Square excluding the area designated on the east side of the square for the Beer Festival; and,

WHEREAS, The Main Street acknowledges Inquirer will be holding a Beer Festival on April 28, 2018 as a location being designated a section on the east side of Confederate Square; and,

WHEREAS, Main Street and Inquirer desire to promote the events jointly as "Come and Taste It Beer Wine and Art Festival"

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1. PURPOSE

Inquirer: For profit venture which will promote and showcase Gonzales to a wide audience and provide funding for scholarships for local youth.

Main Street: To promote tourism and increase sales tax revenues, Main Street desires to hold a festival promoting artists of all disciplines, wineries, and vintage automobiles hereinafter referred to as Arts Festival.

ARTICLE 2. TERM

The terms of the agreement are for the festival dates of April 27 and 28, 2018.

ARTICLE 3. DESCRIPTION OF EVENTS

- A. Inquirer: Festival promoting Texas beer wine. Festival to be held on east side of Confederate Square on April 27th and 28th 2018. On April 27th the Inquirer will host a VIP event from 6:00 p.m. to 10:00 p.m.. Festival will promote the products of one primary beer sponsor and one primary wine sponsor. Food will be provided by local restaurants and caterers interested in participating in the event. On Saturday, April 28, 2018 the Beer Festival will operate from 11:00 a.m. to 8:00 p.m. The festival will be limited to the confines of the tent and designated outdoor area to be fenced on Confederate Square

- B. Main Street: Festival promoting art of all disciplines, Texas wines and vintage automobiles. Festival to be held on Confederate Square and the 600 block of St Joseph Street on Saturday April 28. Approximately 50 booths will be designated and sold to vendors who will be allowed to operate from 9:00 a.m. to 8:00 p.m. on said day. Main Street will also work with interested downtown merchants who wish to provide vendor space in their locals to further drive traffic into their doors and enhance business. Wine and vendors of other alcoholic beverages will be obtaining their individual licenses for the event to comply with TACB rules and regulations. Vintage car show will be set up in the 600 block of St Joseph from 9:00 a.m. until 4:00 p.m. and be available for public viewing.

ARTICLE 4. RESPONSIBILITIES OF CITY

The City will be responsible for the following:

- A. Closing of Confederate Square and the 600 block for St Joseph.
- B. Provide electrical services on the square for the Beer Festival tent and Art vendors where available.
- C. Provide normal routine police patrol throughout the day.
- D. City will allow the Inquirer the use of City tables and chairs for both Friday and Saturday.

- E. Provide for removal of trash placed in receptacles in designated areas around the square.
- F. Provide for two portable toilets and two handicapped portable toilets.
- G. Waiver of the Open Container Ordinance in the areas designated for the Festival during the event.

ARTICLE 5. RESPONSIBILITIES OF INQUIRER

The Inquirer will provide all costs associated with the Beer Festival with the exception of those City services being provided “in kind” by virtue of being held in conjunction with the Main Street sponsored Wine and Art Festival as outlined in Article 4. Costs include but are not limited to:

- A. Tent and outdoor fenced off area for Beer Festival
 - I. Set up and removal of tent
 - II. Set up and removal of festival fencing
- B. Beer and Wine Sponsors to be located inside Beer Festival area
- C. All costs of liquor, sodas, water etc. made available in Beer Festival area
- D. Liquor license in compliance with TACB rules and regulations
- E. Cost of 1 (one) security officer from 6:00 p.m. to 10:00 p.m. on Friday April 27, 2018 at the rate of \$35.00 per hour

Sponsorship revenue and revenues from the sale of goods inside the Beer Festival area will go to the Inquirer

Inquirer will collect all trash and place them in bags or receptacles in an area designated by City to be located on or around Confederate Square

ARTICLE 6. RESPONSIBILITIES OF MAIN STREET

Main Street will provide all costs associated with the Art Festival with the exception of those City services being provided as outlined in Article 4. Costs include but are not limited to:

- A. Cost of wine glasses and other promotional items associated with the event
- B. Insure wine vendors have liquor license in compliance with TACB rules and regulations
- C. Cost of two regular and one ADA compliant porta potties

Sponsorship revenue and revenues from the sale of booths will go to Main Street

ARTICLE 6. INSURANCE OF THE PARTIES

A. Inquirer: Evidence of Insurance meeting the following requirements attached as Exhibit B.

B. Commercial (Public) Liability including, but not limited to:

1. Premises/Operations
2. Independent Contractors
3. Products/Completed Operations

Contractual Liability insuring the indemnity agreement in this Agreement. Minimum limits: \$1,000,000 combined single limit for bodily injury and property damage

C. The required liability insurances and their certificates must:

1. Name the City and Main Street as additional insureds for operations under this Agreement.
2. Provide for 30 day advance written notice of cancellation or material change.
3. Provide for a waiver of subrogation in favor of the City.

ARTICLE 7. INDEMNITY

The Inquirer agrees to and shall indemnify and hold harmless and defend the City of Gonzales, Texas, and Main Street, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Beer Festival, its officers, agents and employees carried out in furtherance of this Agreement.

Main Street agrees to and shall indemnify and hold harmless and defend the City of Gonzales, Texas, and the Inquirer its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of the Art Festival, its officers, agents and employees carried out in furtherance of this Agreement.

ARTICLE 8. AMENDMENTS

1. Either party can request an amendment to this MOU by giving thirty (30) days written notice. The amendment becomes effective only by the approval and signature of both parties.
2. All notices pursuant to this MOU shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to the City: 820 St Joseph Street
Gonzales, Texas 78629

If to the Main Street: 820 St Joseph Street
Gonzales, Texas 78629

If to Inquirer: 622 St Paul Street
Gonzales, Texas 78629

ARTICLE 9. GOVERNING LAW

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

ARTICLE 10. NON-ASSIGNMENT

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

ARTICLE 11. SEVERABILITY

Should any provisions of this MOU 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.

ARTICLE 12. RELATIONSHIP OF PARTIES

Nothing contained in this MOU 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 MOU 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 MOU.

ARTICLE 13. ENTIRETY OF MOU

This is the entire MOU between the parties and no modification of this MOU shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL,

EMPLOYEE, AGENT OR REPRESENTATIVE OF THE CITY OR THE BOARD HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS MOU, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY OF GONZALES CITY COUNCIL.

ARTICLE 14. EFFECTIVE DATE

The effective date of this MOU is _____, 2018.

CITY OF GONZALES

Tim Patek, Interim City Manager

Gonzales Inquirer,

Authorized party and title

Main Street Inc.

Authorized party and title

ATTEST:

Kristina Vega, City Secretary