

**CITY OF GONZALES, TEXAS
CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –MARCH 12, 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: Jason Hinds

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 February 13, 2020 and the Q&A with the Mayor of February 11, 2020.
- 2.2 **Absences**-Approval of any council absences for the first quarter of fiscal year 2019-20
- 2.3 Discuss, Consider & Possible Action on **Resolution #2020-27** Authorizing the City Manager to Execute an Agreement with Gonzales Inquirer 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 \$5,000.00 for the Come and Taste It on April 24-25, 2020
- 2.4 Discuss, Consider and Possible Action on **Resolution #2020-28** Authorizing the Gonzales Convention and Visitors Bureau to provide funding assistance for the purchase of a new stage that will be owned by the City of Gonzales and utilized by all departments; and specifically, Main Street

RESOLUTIONS

- 3.1 Discuss, Consider & Possible Action on **Resolution #2020-29** Accepting the Proposals and Awarding the Contract for the Country Village Electric System Replacement Project to Greenstone Electrical Services, LLC.
- 3.2 Discuss, Consider & Possible Action on **Resolution #2020-30** Accepting the Proposals and Awarding the Contract for the 2020 Street Improvement Plans to Tierra Lease Service, LLC.

- 3.3 Discuss, Consider & Possible Action Approving **Resolution #2020-31** Authorizing the City Manager to Execute a License Agreement with Texas Lou's Canoes Incorporated Granting them the use of Independence Park for a Concession Site for the Rental of Non-Motorized Watercraft, Sales of Fishing Bait and Sales of Business Industry Related Accessories
- 3.4 Discuss, Consider & Possible Action Approving **Resolution #2020-32** Appointing a Board Member to the Gonzales Economic Development Corporation
- 3.5 Discuss, Consider & Possible Action Approving **Resolution #2020-33** Approving the Creation of Job Descriptions, Amending Position Classification and Amending the Annual Budget Personnel Request Summary to include a Part Time Hydro Plant Station Technician
- 3.6 Discuss, Consider & Possible Action on **Resolution #2020-34** Authorizing the Appointment of the Election Judge and Workers for the May 2, 2020 General Election

ORDINANCES

- 4.1 Discuss, Consider & Possible Action on **Ordinance #2020-6** Amending Chapter 6, Health and Sanitation, Article 6.100 Garbage and Trash.

STAFF/BOARD REPORTS

- 5.1 Financial Report for the Month of February 2020
- 5.2 City Manager, Tim Patek will update the City Council on the following: the Community Development Block Grant for the wastewater line repairs from the General Land Office and the old library demolition.

CLOSED SESSION

- 6.1 (a) Pursuant to Section 551.071 of the Texas Government Code, the City of Gonzales will consult in closed session with its attorney to receive legal advice regarding pending or contemplated litigation, a settlement offer, or matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter", to include the following matters:
 - 1. In Re Estate of J. B. Wells litigation
 - 2. Patricia Bennett and Gloria Knight v. City of Gonzales, Texas Cause No. 27,500
 - 3. A Guerra Enterprise LLC D/B/A Holiday Inn Express & Suites Cause No. 27,591
 - 4. Unopened City Streets: H.C. Schmidt and Michael Tuch
- (b) Pursuant to Section 551.074 of the Texas Government Code, the City of Gonzales will meet in closed session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
 - 1. Economic Development Corporation Board Member(s)

RETURN TO OPEN SESSION

- 7.1 Discuss and Consider any Action Resulting from Closed Session as Necessary
- 7.2 Discussion and Direction on future consideration and adoption of an ordinance regarding vexatious requestors pursuant to the Texas Public Information Act.

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 March 12, 2020, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 9th day of March, 2020 by 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.



Kristi Gilbert, Interim City Secretary

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

**CITY OF GONZALES
CITY COUNCIL MEETING
FEBRUARY 13, 2020 MINUTES**

The City Council convened the Council meeting at 6:00 p.m., February 13, 2020, in the Council Chambers at the Gonzales Municipal Building, 820 St. Joseph Street, Gonzales, Texas.

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

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

Staff Present: Micaela Estrada, Laura Zella, Gary Schurig, Anne Dollery, Keith Schmidt, Nick DeLeon, Barbara Friedrich, Tim Crow, Ashley Simper

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

CITY EVENTS AND ANNOUNCEMENTS

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

Police Chief, Tim Crow stated that the two officers that were being sworn in tonight have been with the City for a while, however they were overlooked for their swearing in.

Mayor Kacir stated that the first Q&A with the Mayor on Tuesday night and it was a great success and had approximately 75 in attendance. We did have our auditor present and he gave projections for this year's audit. The next Q&A with the Mayor will be announced for next month. BYK Ribbon Cutting was today and it is amazing to have a global company in Gonzales that has invested \$50 plus million.

HEARING OF RESIDENTS

Gary Schurig, Museum Director, formally invited the City Council to attend the Changing of the Command of the 71st Exploratory Intelligence Brigade on February 29th at 3:00 p.m. at the Amphitheater at the Museum.

James Dickerson, 1130 E. Linden, Rockport, Texas, Rockport Warriors United invited the City Council to be part of the cause for the Coast 2 Capital Bike Rider raising awareness of Veteran suicide and explained that part of the team will be at the Museum on March 22nd at noon.

OTHER BUSINESS

1.1, Mayor Kacir swore in Police Officers-Alejandro Gonzalez and Cody Thomas

1.2, Mayor Kacir read Discuss, Consider & Possible Action on a Resolution directing staff regarding the disposition of the old library structure located at 415 St. Matthew. In 2017 we had directed staff to go out for quotes being that the aggregate repair cost was a minimum of \$80,000. We received those quotes ranging from \$19k to \$40k and though this is under the aggregate amount requiring procurement and for it to come to Council for approval. However, for transparency purposes we did want to have this on the agenda for approval. The Mayor asked for a motion. Councilman Schurig made a motion to award the bid to Fred's Contract Services, LLC out of Yoakum, Texas. Councilman Schroeder seconded the motion. The Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

CONSENT AGENDA ITEMS

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

The Mayor read the consent items as follows:

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

The Mayor asked for a motion to approve the consent agenda items. Councilman O'Neal made a motion to approve consent items 2.1 through 2.11. Councilman Blakemore seconded the motion. The Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

RESOLUTIONS

3.1, Mayor, Connie Kacir read 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. Council we have that brief and basically the current debtor will continue to be responsible for the debt service by signing a guarantee. GEDC did approve this by unanimous action at the last meeting. The Mayor asked for a motion. Councilman Schurig made a motion to approve **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. Councilman Schroeder seconded the motion. The Mayor called for discussion. The Mayor stated that the Title Company is saying that the City does not have a deed of trust, there are two loan agreements that are recorded of record. The lien position will not be affected by the lease to own agreement, but the City should require a copy for the City's review. The Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

3.2, Mayor, Connie Kacir read Discuss, Consider & Possible Action on **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. Again, same scenario, we have three loans with the borrower. The Mayor asked for a motion. Councilman Schurig made a motion to approve **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. Councilman Schroeder seconded the motion. The Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

3.3, Mayor, Connie Kacir read 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. We did verify that the bank is desirous of our continued business. The Mayor asked for a motion. Councilman O'Neal made a motion to approve **Resolution #2020-21** Authorizing the City Manager to Extend the Depository Agreement for an additional two years with Sage Capital Bank. Councilman Blakemore seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

3.4, Mayor, Connie Kacir read 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 the project. Council we had requested that staff go out for additional proposals. They were able to come up with some proposals that actually gave us a larger staff at half the price and that proposal has been secured from Mark Metzler LLC at the cost of \$43,500. He has agreed to give us specs, operating instructions, weight limits and so forth that we would need for insurance requirements and a warranty. He has noted that he will provide a five-year warranty on the materials and labor. The Mayor asked for a motion. Councilman Schurig made a motion to approve **Resolution #2020-22** Authorizing approval of the proposal from Mark Metzler Welding, LLC and to provide direction as to funding of project. Mayor Kacir requested clarification

on the direction of funding and added that she would like to look at restricted funds to have that entertained by the CVB board, or other restricted funds as a recommendation to come to Council. Councilman Schurig stated yes that is correct. Councilman Schroeder seconded the motion. The Mayor called for discussion. Councilman O'Neal asked if there was a time frame. Mayor Kacir stated in order to have it for the Summer Concert Series, it looks like we need to have it for the 1st of March so we can have that go into production. The Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye.

3.5, Mayor, Connie Kacir read Discuss, Consider & Possible Action on **Resolution #2020-23** Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League. I know staff has worked really hard on these license agreements. They were proposed last year, and we did not end up getting one negotiated, however we have progress and this year we have come into agreement. The electricity, they were asking to be billed at the end of the season. They could do monthly billing or at the end of the season and either way was fine with them. The Mayor asked for a motion. Councilman O'Neal made a motion to approve **Resolution #2020-23** Authorizing the City Manager to Execute a License Agreement with the Gonzales Little League. Councilman Schurig seconded the motion. The Mayor called for discussion. The Mayor added to direct staff to get with the Little League organization to look at some additional dirt, in the way of maintenance and updating the restrooms, backstops and things of that nature. If staff could have that well in advance of budget so we can look at that moving forward. The Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye.

3.6, Mayor, Connie Kacir read Discuss, Consider & Possible Action on **Resolution #2020-24** Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League. Again, staff and the Soccer League sat down and drafted a contract. The Mayor asked for a motion. Councilman Schurig made a motion to approve **Resolution #2020-24** Authorizing the City Manager to Execute a License Agreement with the Gonzales Youth Sports League. Councilman Schroeder seconded the motion. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye.

3.7, Mayor, Connie Kacir read 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. We have in our brief, for clarification, in the brief it shows that the County adopted the new voting

system on August 12, 2019. City Secretary, Kristina Vega stated yes. Mayor Kacir asked if we had the opportunity to use this voting system during the last Mayoral Election. Ms. Vega stated no ma'am. They had to be approved by the Secretary of State first and that was done on August 1st of last year, but then the Commissioners approved it on August 12th. The Mayor asked for a motion. Councilman Blakemore made a motion to approve **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. Councilman Schroeder seconded the motion. The Mayor called for discussion. The Mayor just added that this was a budgeted item, we were anticipating this in last year's budget. Councilman Schurig stated he believed that this was what the public wanted, so they are going to get it. Ms. Vega stated we actually have \$6,000 budgeted every year, last year we had much more budgeted because we had so many things, we had to publish with the Charter Amendments, but this is well within the budgeted amount that we will use. Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye."

ORDINANCES

4.1, Mayor, Connie Kacir read 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. The Mayor asked for a motion. Councilman O'Neal made a motion to approve **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. Councilman Blakemore seconded the motion. The Mayor called for discussion. The Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

4.2, Mayor, Connie Kacir asked to move **Ordinance #2020-4** Amending Sections 9.416 General Order and 9.418 Agenda Officer of the City of Gonzales Code of Ordinances to a future agenda.

4.3, Mayor, Connie Kacir read 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. We negotiated a contract on Solid Waste Collection services and saved \$181k in the best interest of our citizenry. We are asking that this amendment repeal the existing code

provisions and make it more in line with the new contract for solid waste collection and bring the ordinance up to date. City Attorney, Dan Santee stated that every City does their ordinances different when it comes to Solid Waste. Some are very basic and do not incorporate any terms and conditions from the contract that they have with the provider. You see that often when a city does their own service, there is no need to take in account a provider. Until you had a provider selected it was unknown, what, if any changes needed to be made to your code. One of the unique things about your code and I do not recommend moving forward is it actually puts all of the rates in the code itself. Once a city is codified you should be mindful when you put any rates in an ordinance because it gets put in the code. The other thing that has to be done is you need to conform the definitions and terms in your code that your provider prefers to use at that given time. It was a very short timing for the turn around on this and I have been in close contact with Legal Counsel for Frontier and we have worked collaboratively on both the agreement, as well as this ordinance and I spoke with her today and she has not had time to complete the review to the extent that she would like to. What she and I discussed today was that she understands the need to get this adopted because they start March 1st and I want the Council to take action on this today, as does Frontier because this will get all of the basics in place. I do want full disclosure; I will be back in front of you next month with further tweaks to this. Nothing major but I want Frontier to have opportunity to have input on this. Councilman Schurig asked if this ordinance was good as it is stated? Mr. Santee stated it is but at the same time it will need further amendments, nothing major. The Mayor asked for a motion. Councilman Schurig made a motion to approve **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. Councilman Schroeder seconded the motion. Councilman Blakemore asked if there are more changes than what you are anticipated then our action would be to do an ordinance replacing this one? City Attorney Santee stated what will come back next month will be this same ordinance with any changes lined as you are accustomed to seeing in an exhibit. If they are major changes then you will be a full explanation as to why those changes were necessary. The Mayor called for discussion. There being none, the Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

RESOLUTIONS

5.1, Mayor, Connie Kacir read 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. The Mayor asked for a motion. Councilman O'Neal made a motion to approve 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. Councilman Blakemore seconded the motion. The Mayor called for discussion.

Councilman Schurig stated it would be kind of silly of us to turn this one down at a savings of \$181k. The Mayor asked for a roll call vote. Councilman Schurig, Schroeder, Blakemore, O'Neal and the Mayor all voted "aye".

STAFF/BOARD REPORTS

6.1, Mayor Kacir stated the Financial Report for the Month of January 2020& Quarterly Investment Report for 12/31/2019 is available for review.

6.2, City Manager, Tim Patek gave the City Council an update 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

At 7:00 p.m. the City Council moved into 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

At 7:20 p.m. the Council returned to Open Session

8.1, Discuss and Consider any action resulting from Closed Session as Necessary.

No action was taken regarding closed session.

ADJOURN

The Mayor asked for a motion to adjourn. Councilman Blakemore made a motion to adjourn and Councilman Schurig seconded the motion and the meeting adjourned at 7:20 p.m.

APPROVED:

Attested by: Kristi Gilbert, Interim City Secretary
Prepared by: Kristina Vega, City Secretary

**CITY OF GONZALES
Q&A WITH THE MAYOR
FEBRUARY 11, 2020 MINUTES**

The Mayor opened the Q&A with the Mayor at 5:15 p.m. on February 11, 2020 at the Robert Lee Brothers Jr. Memorial Library located at 301 St. Joseph Street, Gonzales, Texas.

A quorum of the City Council was present including Mayor Connie L. Kacir, Councilmen Tommy Schurig, and Bobby O'Neal during which no votes or action was taken by the body. The City's Auditor Jon Watson of BrooksWatson & Co., PLLC presented regarding the financial state of the city over a five year period. The Mayor conducted general discussion in a Q&A format to include topics regarding Public Safety, Board & Commission appointments, Charter requirements, JB Wells improvements, infrastructure improvements and elections.

The Mayor closed the meeting at 6:26 p.m.

APPROVED:

Attested by: Kristi Gilbert, Interim City Secretary
Prepared by: Kristina Vega, City Secretary

TYPE AGENDA ITEM:

Action

BACKGROUND:

Section 3.02 of the City of Gonzales Charter states that if the mayor or any councilmember shall be absent from three consecutive regularly scheduled meetings, special meetings or council workshop meetings without valid excuse, the city council must at its next regular meeting declare a vacancy to exist and shall fill said vacancy as set forth in [Section 3.06](#) of this charter.

The Charter is not specific as to what constitutes a valid excuse. Only the City Council as a body may judge the validity of an absence by a member of the City Council. As such, absences will be brought for the City Council as a consent agenda item along with the reason provided for the absence, and a presumption that the absence is excused. Council may remove the item from consent for further discussion, debate and individual consideration of an absence if deemed merited. In the absence of such, the absence will be deemed excused upon approval of the consent agenda.

Below are the meetings conducted in the first quarter of fiscal year 2019-20. There were no meetings where a councilmember was absent.

- Regular Meeting – October 10, 2019 – no absences
- Regular Meeting – November 14, 2019 – no absences
- Called Meeting – November 21, 2019 – no absences
- Regular Meeting – December 12, 2019 – no absences

POLICY CONSIDERATIONS:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A

STAFF RECOMMENDATION:

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

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

Come and Taste It is a craft beer and wine festival that is held annually in Confederate Square. There were approximately 1,500 festival-goers in 2019. Come and Taste It desires to enter into an agreement with the City of Gonzales to conduct the festival in 2020.

This resolution will authorize the City Manager to execute the provided agreement with Terry Fitzwater and the Gonzales Inquirer outlining the City's and The Gonzales Inquirer's responsibilities regarding the Come and Taste It festival.

The Gonzales Inquirer is planning the Come & Taste It Craft Beer event on April 24-25, 2020. On the 24th and 25th they would like to request the closure of the 500 block of St. Paul and permission for the sale and consumption of alcoholic beverages on city property for the event. Mr. Fitzwater would like to block the eastern half of the square off at 8:00 a.m. on Thursday morning in order to prevent parking on the square and to ensure that the tent and the perimeter fencing can be put up for the event. The remaining set up will happen between the time the fencing is put up and the event start time of 6:00 p.m. on Friday. He is requesting that the 500 Block of St. Paul be closed on Friday at 5:00 p.m. and reopened on Saturday at 11:59 p.m. The event will run on Friday from 6:00 p.m. until 11:59 p.m. and Saturday from 1:00 p.m. until 11:59 p.m.

Furthermore, this will approve the recommendation made from the Gonzales Convention and Visitor Bureau to fund the request of \$5,000.00 for advertising for the event. Payment will be made to The Gonzales Inquirer.

POLICY CONSIDERATIONS:

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

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-27

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 \$5,000.00 TO THE GONZALES INQUIRER FOR ADVERTISING FOR THE COME AND TASTE IT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Gonzales Convention and Visitor Bureau received an application from Come and Taste It; and,

WHEREAS, Come and Taste It is a craft beer and wine festival being held in historic Gonzales and the historic Confederate Square; and,

WHEREAS, there were approximately 1,500 participants and spectators in 2019; 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 500 block of St. Paul Street on April 24, 2020 and April 25, 2020; 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 \$5,000 to the Come and Taste It festival 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

Section 3. The City Council of the City of Gonzales hereby authorizes street closure at 500

block of St. Paul Street on April 24, 2020 and April 25, 2020,

Section 4. The City Council of the City of Gonzales hereby authorizes the sale and service of alcohol at the Come and Taste It 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. The Gonzales Inquirer 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 12th day of March, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, Interim City Secretary

COME AND TASTE IT EVENT AGREEMENT

This event agreement (“Agreement”) is entered into by and between City of Gonzales (City) and The Gonzales Inquirer for the Come and Taste It Festival (the “Festival”).

RECITALS

WHEREAS, the Come and Taste It festival is a craft beer and wine festival; and,

WHEREAS, the festival is located in historic Gonzales on Confederate Square; and,

WHEREAS, the Come and Taste It festival showcases various craft beers and wines from regions local to Texas and provides a celebration that promotes culinary tourism, increases hotel room nights and sales tax revenue; and

WHEREAS, there were 1,500 participants in 2019; and

WHEREAS, the City and The Gonzales Inquirer desires to enter into an agreement for the 2020 event to be held April 24 and 25.

I. TERMS

The City of Gonzales shall provide the following:

- 1) \$5,000.00 of Hotel/Motel tax to support promotion of the Festival. Invoices and cancelled checks/credit card receipts for \$5,000 must be submitted by The Come and Taste It Festival 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 Come and Taste It Festival. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
- 2) Provide trash pick-up after Festival staff has bagged and placed at and/or inside designated receptacles on Confederate Square on Saturday morning and following the closure of the event.
- 3) Provide 1 off-duty officer on Friday, April 24, 2020 at the rate of \$50.00 per hour per officer from 7:00pm to 11:00pm (4 hours for a total of \$200.00) and on 2 off-duty officers on Saturday, April 25, 2020 from 6:00pm to 11:00pm (5 hours for a total of \$500.00).
- 4) Furnish 2 regular portable toilets at Confederate Square for Friday, April 24, 2020 and Saturday, April 25, 2020.
- 5) Closure of Confederate Square Thursday, April 23, 2020 thru Monday, April 27, 2020. Street closure at 400 block of St. Paul Street at 5pm on April 24, 2020 with barricades and reopen at 12:01am on Sunday, April 26, 2020.
- 6) Temporary, yet sufficient electrical service that meets the event’s needs Friday, April 24, 2020 and Saturday, April 25, 2020.
- 7) Place link for event on City website.
- 8) Promote on Tour Gonzales social media pages.

Come and Taste It Festival 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 \$5,000 before September 30, 2020, for timely reimbursement. Invoices and cancelled checks/credit card receipts must be submitted by the Come and Taste It Festival, allowing 10 business days for staff to review, confirm or seek further information from the Come and Taste It Festival. Once documentation is approved, staff will forward to the City Finance Department for immediate release of funds.
- 3) Pay for 1 off-duty officer on Friday, April 24, 2020 at the rate of \$50.00 per hour per officer from 7:00pm to 11:00pm (4 hours for a total of \$200.00) and 2 off-duty officers on Saturday, April 25, 2020 from 6:00pm to 11:00pm (5 hours for a total of \$500.00)
- 4) 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 Come and Taste It Festival, 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.
- 5) 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.
- 6) 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.
- 7) 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 Festival 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
Terry Fitzwater, The Gonzales Inquirer
Dated: _____

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 COME AND TASTE II CRAFT BEER & WINE FESTIVAL
 HOST ORGANIZATION GONZALES INVADER
 CONTACT NAME TERRY FITZMAUR
 CONTACT CELL PHONE 517-930-1368
 EVENT DATE APRIL 24 + APRIL 25
 EVENT START TIME 6 A.M. 4/24 EVENT END TIME MIDNIGHT, APRIL 25
 EVENT LOCATION CONFEDERATE SQUARE
 HOLIDAY CELEBRATED Y N HOLIDAY: _____
 CITY COUNCIL APPROVAL REQUIRED Y N MEETING DATE: _____

POLICE/FIRE/EMS DEPARTMENT

ATTENDANCE ESTIMATE 1500
 MUSIC Y N LIVE DJ
 FOOD Y N
 ALCOHOL Y N RESPONSIBLE PARTY RUNNING M
 MOTORIZED VEHICLES Y N PARADE _____ SHOW _____
 PUBLIC OR PRIVATE EVENT PUBLIC
 SECURITY Y N # OFFICERS NEEDED 2x (Call 672-8686 for costs)

ELECTRIC DEPARTMENT

ADDITIONAL LIGHTING Y N
 NUMBER OF OUTLETS NEEDED _____
 AMPS/WATTS NEEDED _____
 TENT Y N SET UP DAY/TIME 4/23 9AM
 TENT SIZE: 60 x 120 TAKE DOWN DAY/TIME 4/27 9AM

STREETS DEPARTMENT

STREETS AFFECTED Y N ST. PAUL
 BARRICADES NEEDED (max 12) Y N
 CONES NEEDED (max 48) Y N
 STREETS TO BE CLOSED Y N APRIL 24 5PM TO 4/25 MIDNIGHT
 SET UP TIME _____
 TAKE DOWN TIME MIDNIGHT - APRIL 25

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 25 _____ (max 25)
 SET UP TIME 4/24 9AM
 TAKE DOWN TIME 4/26 9AM

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:

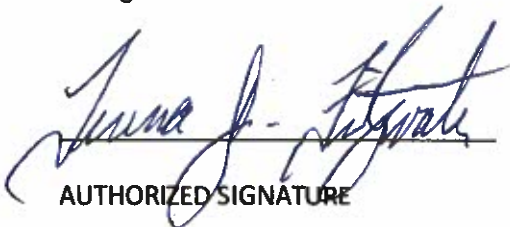
<u>Type</u>	<u>Amount</u>
Comprehensive General Liability including, but not limited to:	\$250,000 per person
• Premises/Operations	\$500,000 per occurrence for bodily injury; and
• Contractual Liability (Insuring above indemnity)	\$100,000 per occurrence for property damage

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

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City is required as per statute to use the local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the City of Gonzales. The City is in need of a new stage that can be used for various special events that contribute to the growth of tourism for the destination. A custom, portable stage will be built by a local vendor from Gonzales. Though the stage will be owned by the City of Gonzales, it's primary use will be for the Summer Concert Series, hosted by Main Street, and available for use by Tour Gonzales for other special events that are related to the City's overall tourism effort. Funding for the stage was initially approved for the FY19-20 budget as part of the City's General Fund. However, after further consideration and due to the role of the stage in tourism development, the Gonzales Convention and Visitor's Bureau is making a recommendation that half the cost of the custom stage, \$21,750.00, be paid for with the City's hotel occupancy taxes.

POLICY CONSIDERATIONS:

Assisting in the purchase of said stage for the development of special events hosted by the City of Gonzales will result in an increase in both sales tax revenue and hotel occupancy tax revenue and is an approvable expense as per Chapter 351 of the Texas Tax Code.

FISCAL IMPACT:

The fiscal impact to the Hotel Motel Fund, if given final approval by the City Council, will be \$21,750.00 and will be funded from the following line items: 500-7-811.415. This amount will come from the fund balance of the Hotel Motel Fund. A budget amendment will be done at a later date.

STAFF RECOMMENDATION:

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

RESOLUTION NO. 2020-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE GONZALES CONVENTION AND VISITORS BUREAU TO USE LOCAL HOTEL OCCUPANCY TAXES TO PURCHASE A NEW, CUSTOM STAGE TO BE USED FOR FURTHER DEVELOPMENT OF SPECIAL EVENTS AND THE OVERALL TOURISM EFFORT FOR THE CITY OF GONZALES, AND

WHEREAS, pursuant to state statutes and its home rule charter, the City has adopted a municipal hotel occupancy tax on occupants of hotels within the City; and,

WHEREAS, the City is required to use such local hotel occupancy taxes for promoting tourism and the convention and hotel industry in the manner set forth in Chapter 351 of the Texas Tax Code; and,

WHEREAS, the City Council, on behalf of the City, may provide authorization to the Gonzales Convention and Visitors Bureau for the management or supervision of programs and activities funded with revenue from the hotel occupancy tax (HOT Funds); and,

WHEREAS, the Gonzales Convention and Visitors Bureau may provide funding assistance from the hotel occupancy taxes (HOT funds) in the amount of \$21,750.00 for the purchase of a new stage; and

WHEREAS, the amount of \$21,750.00 will be amended within the FY19-20 budget for the Gonzales Convention and Visitors Bureau and be funded by the hotel occupancy tax (HOT Funds) fund balance; and.

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

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

Section 1. The City Council of the City of Gonzales hereby authorizes the Gonzales Convention and Visitors Bureau to provide funding assistance for the purchase of a new stage by the City of Gonzales in the amount of \$21,750.00, to be expended in conformance with Texas Tax Code Section 351.001.

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 12th day of March, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, Interim City Secretary

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City has received bids for the Country Village Electric System Replacement Project. This project includes replacing the entire underground electric system within the Country Village Subdivision.

POLICY CONSIDERATIONS:

As funds are available, the city should consider replacing old deteriorating overhead and underground lines to maintain public health and safety.

FISCAL IMPACT:

This Agenda Item will expend \$577,326.80 as the base contract amount. In addition, a contingency of \$10,000.00 is being requested for unforeseen issues during construction for a total amount up to \$587,326.80. Funding for this project will come from the 2019-2020 Electric Department Capital Improvement Budget 7-710.640.

ATTACHMENTS:

Bid tabulation

STAFF RECOMMENDATION:

Staff respectfully recommends the contract be awarded to Greenstone Electrical Services, LLC in the amount of \$577,326.80 for construction of the Country Village Electric System Replacement Project, with a contingency allowance up to \$10,000.00 for unforeseen issues during construction.

RESOLUTION NO. 2020-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING THE PROPOSALS AND AWARDING THE CONTRACT FOR THE COUNTRY VILLAGE ELECTRIC SYSTEM REPLACEMENT PROJECT TO GREENSTONE ELECTRICAL SERVICES, LLC; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Capital Improvement Plan for Fiscal Year Budget 2019-2020 included the Country Village Electric System Replacement Project to be competitively bid as per Chapter 252 of the Local Government Code; and,

WHEREAS, the advertisements for the Request for Proposals were published in the newspaper for three consecutive weeks beginning January 30, 2020; and,

WHEREAS, the proposals were due to be received by the City of Gonzales on February 20, 2020 at 1:00 p.m.; and,

WHEREAS, proposals were received from Greenstone Electrical Service LLC, by the due date published; and,

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

WHEREAS, the City Engineer evaluated the proposals and recommends to award the contract to Greenstone Electrical Service LLC who is the lowest responsible bidder with a base bid amount of \$577,326.80 and an additional contingency of \$10,000.00, for a total amount up to \$587,326.80; and,

WHEREAS, the City Council finds that entering into an agreement for the Country Village Electric System Replacement Project 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 awards the contract for the Country Village Electric System Replacement Project to Greenstone Electrical Service LLC and authorizes the City Manager to execute the agreement.

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

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

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

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

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

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

PASSED AND APPROVED this 12th day of March, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, Interim City Secretary

BID TABULATION - Base Bid Sheet
CITY OF GONZALES

PROJECT NAME: **Country Village Subdivision Electric Replacement Project**

PROJECT MANAGER:

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

BID DATE & TIME:
Thursday, February 20, 2020

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

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

	BIDDER / FIRM NAME	Country Village Subdivision Electric Replacement Project Base Bid	Bid Bond	Addendum #1
1	TLT Construction	NO BID		
2	Greenstone Electrical Service, LLC	\$577,326.80	x	x
3				
4				
5				
6				
7				
8				
9				
10				

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City has received bids for the reconstruction and rehabilitation of Larry Drive and Independence Park Road. Larry Drive will be reconstructed with new curb & gutter, and the pavement will be reclaimed and paved with a two-course surface treatment. Portions of Independence Park Road will be reclaimed and paved with a two-course surface treatment, and portions will be paved with a single course surface treatment. This contract includes work on Independence Park Road from the main entrance on US 183 to the east entrance near Village Drive, and also the road next to the swimming pool.

POLICY CONSIDERATIONS:

As funds are available, the city should consider rehabilitating and maintaining streets in order to provide safe travel ways for the public.

FISCAL IMPACT:

The low bid for this project was \$512,494.00. Funding for this project will come from the 2019 Certificate of Obligation.

ATTACHMENTS:

Bid tabulation

STAFF RECOMMENDATION:

Staff respectfully recommends the contract be awarded to Tierra Lease Service, LLC. in the amount of \$512,494.00 for construction of the 2020 Street Improvement Plans.

RESOLUTION NO. 2020-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS ACCEPTING THE PROPOSALS AND AWARDING THE CONTRACT FOR THE 2020 STREET IMPROVEMENT PLANS TO TIERRA LEASE SERVICE, LLC; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Certificate of Obligation issued in 2019 included these 2020 Street Improvement Plans to be competitively bid as per Chapter 252 of the Local Government Code; and,

WHEREAS, the advertisements for the Request for Proposals were published in the newspaper for three consecutive weeks beginning January 30, 2020; and,

WHEREAS, the proposals were due to be received by the City of Gonzales on February 20, 2020 at 2:00 p.m.; and,

WHEREAS, proposals were received from Diamond X Contracting, Inc, Lester Contracting, JR Sitework and Tierra Lease Service, LLC by the due date published; and,

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

WHEREAS, the City Engineer evaluated the proposals and recommends to award the contract to Tierra Lease Service, LL|C who is the lowest responsible bidder with a base bid amount of \$311,844.00 for Larry Drive, and a base bid amount of \$156,090.00 for Independence Park Road with alternate bid amounts of \$25,200.00 for Independence Park Road East, and \$19,360.00 for the Pool Road, for a total amount of \$512,494.00; and,

WHEREAS, the City Council finds that entering into an agreement for the 2020 Street Improvement Plans is in the best interest of the City and its citizens and will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales hereby awards the contract for the 2020 Street Improvement Plans to Tierra Lease Service, LLC and authorizes the City Manager to execute the agreement.

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

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

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

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

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

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

PASSED AND APPROVED this 12th day of March, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, Interim City Secretary

BID TABULATION - Base Bid Sheet CITY OF GONZALES

PROJECT NAME: **2020 Street Improvement Plans**

PROJECT MANAGER:

PRE-BID CONFERENCE DATE &
TIME: N/A

BID DATE & TIME: 2:00 PM
Thursday, February 20, 2020

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

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

	BIDDER / FIRM NAME	2020 Street Improvement Plans Base Bid	Alternate #1 Larry Drive	Alternate #1 Independence Park (East)	Alternate #2 Independence Park (Pool)	Alternate #3 Independence Park (Pavilions)	Alternate #4 Independence Park (Brickyard)	Bid Bond	Addendum #1
1	H&C Construction	NO BID							
2	Diamond X Contractors	\$391,013 Larry Drive \$202,030 Independence Park	\$26,474	\$25,200	\$24,200	\$23,404	\$58,550	x	x
3	Lester Contracting	\$367,941.50 Larry Drive \$157,573.75 Independence Park	\$14,105	\$40,950	\$33,880	\$35,711.50	\$73,722.50	x	x
4	JR Sitework	\$285,428 Larry Drive, \$200,617 Independence Park	\$25,606	\$37,800	\$29,040	\$24,745.80	\$72,935	x	x
5	Tierra Lease Service, LLC	\$311,844 Larry Drive \$156,090 Independence Park	\$35,371	\$25,200	\$19,360	\$25,835	\$53,850	x	x

Recommendation: Tierra Lease Service, LLC – Base Bid Larry Drive =\$311,844.00, Base Bid Independence Park=\$156,090.00, Alternate #1 Independence Park=\$25,200.00 and Alternate Bid #2 Independence Park=\$19,360.00 for a total of \$512,494.00.

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

This resolution will grant Lou's Canoes Incorporated the use of a portion of Independence Park as further described in Exhibit A attached, for a concession site for the rental of non-motorized water craft, sales of fishing equipment and bait, and sales of related sundry items.

Premises will be used to rent canoes, kayaks, paddle boards and paddle boats to be used on the Guadalupe River. They will be utilizing the existing designated paddling trails from Lake Wood to the existing Paddling Trail take-out facility north of the hydro-electric dam, and from the Paddling Trail site located below the dam, downriver to the Paddling Trail take out site located upriver from the bridge at Highway 183.

They plan on purchasing a portable building to be located on the premises designated above, to sell related sundry items snacks, sodas, water, ice, etc. They also plan to stock convenience items such as bug spray, sunscreen hats, koozies, t-shirts, caps etc. To enable the effective utilization of the property on a year-round basis, they plan to sell fishing tackle, bait and live bait. An ATM will be located on the property for the convenience of their customers.

The concession agreement will be from March 12, 2020 to December 31, 2020 with the option to renew for an additional 12 months. First months rent to be prorated.

At the licensee's expense, an electrical service and water meter will be installed on site. The licensee will pay for the cost of electricity and water.

Lou has been around canoes and boating all of his adult life. He has extensive experience in the industry including the following:

1982-1986 Hixson Canoe Rental- Smithton PA- Helped establish and manage the first Canoe Rental Facility on the Youghioghney River. Constructed minnow tanks, benches, and displays for the shop which sold fishing tackle and live bait. The canoe fleet was growing and numbered 24 canoes when the owner was tragically killed in a car accident.

1992-1995 Hazelbaker Canoe Rental- Layton PA- Managed and maintained a fleet of 120 canoes, 6 buses/ Vans, and Thousands of Paddlers every year. He eventually packaged and represented the owners in the selling of the entire operation.

1999 Youghiogeny Canoe Outfitters- West Newton PA- Procured, sold riverfront property and established a Canoe outfitter for friends that wanted to be in the Canoe business. Today they operate with approximately 100 Canoes hosting events and activities as well as a bait shop and concessions.

POLICY CONSIDERATIONS:

N/A

FISCAL IMPACT:

The City will be receiving \$300 per month in revenues with little or no out of pocket costs for a section of Independence Park which is currently not being utilized for anything other than green space. City will be receiving sales tax income from the rental of watercraft and sale of related goods and from HOT tax receipts from lodging promotions to be developed with local hotels and Bed and Breakfast accommodations.

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH TEXAS LOU'S CANOES INCORPORATED GRANTING THEM THE USE OF INDEPENDENCE PARK FOR A CONCESSION SITE FOR THE RENTAL OF NON-MOTORIZED WATERCRAFT, SALES OF FISHING BAIT AND SALES OF BUSINESS INDUSTRY RELATED ACCESSORIES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas Lou's Canoes Incorporated is requesting the ability to set up a concession site for the rental of non-motorized watercraft, sales of fishing bait and sales of business industry related accessories; and,

WHEREAS, the concession agreement will be from March 12, 2020 to December 31, 2020 with the option to renew for an additional 12 months; and,

WHEREAS, at the licensee's expense, an electrical service and water meter will be installed on site. The licensee will pay for the cost of electricity and water; and,

WHEREAS, the City will be receiving \$300 per month in revenues with little or no out of pocket costs for a section of Independence park; and,

WHEREAS, approval of the agreement with Lou's Canoes will promote additional hotel/motel occupancy and sales tax revenues; and,

WHEREAS, the City Council of the City of Gonzales hereby finds that the execution of the license agreement with Lou's Canoes Incorporated 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 Lou's Canoes Incorporated 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 12^h day of March, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, Interim City Secretary

4. **TERM OF THE AGREEMENT:** The Agreement shall be for a period of approximately nine (9) months beginning on the 12th day of March, 2020 and terminate on the 31st day of December, 2020. Rent for March 2020 will be paid in full. Notwithstanding the foregoing provision of this Section 4 or the provisions of Section 14, the CITY reserves the right to terminate this Agreement at any time, without notice or penalty, if the CITY determines, in its sole discretion, that there has been a breach or default by the LICENSEE under this Agreement.

The LICENSEE shall have the option, subject to written acceptance and approval by the CITY, to extend the term of the Agreement for an additional twelve (12) month term, upon the same terms, conditions, and provisions herein contained by giving written notice to the CITY thirty (30) days prior to the end of the term of this Agreement, of its intent to extend this Agreement for an additional twelve (12) month term. If the LICENSEE shall fail to give notice at least 30 (thirty) days prior to the end of the term of this Agreement, or any renewal term hereof, then this Agreement shall terminate upon the last day of the term of this Agreement as otherwise provided herein.

5. **PAYMENT:** LICENSEE agrees to pay to the CITY a monthly license fee of Three Hundred Dollars (\$300.00). The monthly payments are payable to the CITY no later than the 30th day of each month beginning March 30. Failure of the LICENSEE to pay according to these terms shall constitute a breach of this Agreement.
6. **DUTIES OF LICENSEE:** As partial consideration for rights and privileges granted under this Agreement, the LICENSEE agrees to provide all of the facilities and services required by this Agreement in a good and workmanlike manner and to make them available to the public on a nondiscriminatory basis for the furtherance and enhancement of the pleasure and enjoyment of the public.
7. **ASSIGNMENT:** The LICENSEE shall not contract with nor make assignment to a third party for the operation of the Facility without prior written approval by the CITY.

Any contract, agreement, or assignment between the LICENSEE and any third party shall be expressly subject to prior written review and approval by the CITY, acting through its Interim City Manager or other designated official. The LICENSEE shall submit any proposed agreement or assignment at least thirty (30) working days prior to the date such agreement or assignment is to be signed by the LICENSEE and such third party. The CITY shall have exclusive discretion whether to approve or not approve any such contract, agreement, or assignment between the LICENSEE and any third party.

8. **REPAIRS AND ALTERATIONS:** It is specifically agreed and understood that the mobile unit and other structural parts of the Facility will be repaired and maintained by the LICENSEE in a good and workmanlike manner. The CITY shall have no liability or responsibility to repair, maintain, clean, or provide any other services in connection with the Facility. At the LICENSEE'S expense an electrical service and a water meter will be installed on site. The LICENSEE will pay for the cost of electricity and water. At the LICENSEE'S expense, improvements and maintenance of the portage to and from the river will be the responsibility of the LICENSEE. The LICENSEE shall cease and desist operation immediately, if any conditions are determined at any time to be unsafe for the operator or members of the public. Any such conditions must be corrected immediately. Notice by the CITY, or lack thereof, does not relieve LICENSEE of the responsibility of maintaining the Facility and any associated liability. If corrections to any such unsafe conditions are not made within the time specified, when the condition is identified, the lease shall be terminated without further notice.

9. **OPERATION:** The LICENSEE shall remove from the Premises and store elsewhere, or otherwise secure, all equipment and products at the end of each day's operation. The LICENSEE agrees to comply with all applicable health and safety laws, rules, regulations, or ordinances. The use of loud or profane language or boisterous or lewd conduct will be strictly prohibited by both the public using the Premises occupied by LICENSEE and of the LICENSEE's employees. The LICENSEE agrees not to allow rubbish to accumulate in any form on the Premises covered hereby and that all rubbish or other waste materials shall be promptly disposed of or deposited in rubbish or garbage containers to be provided for that purpose. The LICENSEE shall be responsible for the maintenance of the leased area and shall comply with the City of Gonzales Code of Ordinances section 6.301 through 6.305. The CITY, may from time to time, add to, delete from, or amend the rules and regulation in this paragraph, and shall give LICENSEE notice of such changes. Such changes shall be effective and enforceable upon notice to LICENSEE. Any signage must comply with the CITY's Code of Ordinances and be approved by the CITY prior to display.

10. **DAMAGE OR DESTRUCTION OF PREMISES:** It is specifically agreed that, if the Premises or any substantial portions of the Facility are destroyed by fire, flood, casualty of war, or any other calamity, then this Agreement, at the option of either party, shall cease and no longer be of force. LICENSEE recognizes and is fully aware that the facility is located within a regulated floodway (FIRM #48177C0400C) and must remain mobile. In the event of partial damage to the Premises or Facility, and neither party elects to terminate this Agreement, then this Agreement shall continue and the LICENSEE shall restore to the Premises and/or the Facility to its precious condition.

11. **INDEPENDENT CONTRACTOR:** It is agreed for all purposes hereunder that the LICENSEE shall be deemed an independent contractor and, with respect to acts or

omissions, and all other purposes, shall not be deemed an agent or employee of the CITY. Additionally, LICENSEE'S employees are not the agents, servants, or employees of the CITY.

12. INDEMNIFICATION: The LICENSEE shall indemnify, and hold harmless, the CITY, its officers, agents, volunteers, Board members, and employees from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs arising out of or resulting from the LICENSEE's activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence (including all such causes of action based upon common, constitutional, or statutory law, or based in part thereon) of the LICENSEE, including but not limited to the LICENSEE's officers, agents, employees, licensees, invitees, patrons and other persons. The LICENSEE further agrees that this indemnity provision shall be considered as an additional remedy for the SOCIETY and/or the CITY and not as an exclusive remedy.

The LICENSEE further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, members, participants, employees, licensees, invitees, patrons and other persons, as well as their property, while in the vicinity of the Facility and its activities. It is expressly understood and agreed that the CITY shall not be liable or responsible for the negligence of the LICENSEE, including but not limited to their officers, agents, members, participants, employees, licensees, invitees, patrons or other persons.

It is further agreed, with respect to the above indemnity, that the CITY and the LICENSEE shall provide each other with prompt and timely notice of any event covered by the indemnity section of this Agreement. In the event any claim or action is filed which shall fall within the provisions of the indemnification provisions in this Section 12, the CITY may employ attorneys of its own choosing, at the CITY's expense, to appear and defend such claim or action. The CITY shall be the sole judge of the acceptability of any offer of settlement or compromise with respect to any claims against the CITY.

It is the expressed intention of the parties hereto, the CITY, the LICENSEE, that the indemnity provided for in this contract is indemnity by the LICENSEE to indemnify and protect the CITY from the consequences of the CITY's own negligence while the CITY is participating in this agreement/contract where that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity provided for in this contract shall have no application to any claim, loss, and damage,

cause of action, suit, and liability where the injury, death, or damage results from the sole negligence of the CITY unmixed with the fault of any other person or entity.

13. **INSURANCE:** The LICENSEE agrees to ensure the indemnity clause of this Agreement by obtaining public liability insurance in the amounts set forth below. All insurance policies shall be subject to the examination and approval the CITY for their adequacy as to form, content, type of protection, and insurance company. The LICENSEE shall furnish to the CITY Secretary certificates of insurance or copies of the policies, plainly evidencing the required insurance prior to commencement of activities under this Agreement. New certificate(s) shall be provided prior to the expiration date of the previous certificate(s). Adequate insurance coverage, as defined here, shall mean insurance covering those activities contemplated by this Agreement, with minimum coverage limits as follows:

<u>Type</u>	<u>Amount</u>
1. Comprehensive General (Public) Liability – to include (but not limited to) the following: A) Premises/Operations B) Independent Contractors C) Products/Completed Operations D) Contractual Liability (Insuring Indemnity Provision with this Agreement)	\$1,000,000 Combined Single Limit Coverage for Bodily Injury and Property Damage, on a per occurrence or claims made basis.
2. Business Automobile Liability to include coverage for: A) Owned/Lease Autos B) Non-Owned Autos C) Hired Cars	\$1,000,000 combined single limit for bodily injury and property damage (per occurrence)

With respect to all insurance to be provided by the LICENSEE hereunder, the LICENSEE agrees to:

- Have the CITY named as an additional insured;
- Provide for a Waiver of Subrogation in favor the CITY;
- Provide the CITY with thirty (30) days written notice of any material change, termination, or cancellation;
- Provide the CITY Secretary with certificates of insurance;
- Comply with newly-adopted insurance standards on issuance of next policy, should the State Insurance Board adopt changes to the policies of insurance required herein.

Insurance Requirements are Subject to Change. The preceding minimum amounts notwithstanding, the CITY reserves the right to increase the minimum required insurance at any time during the contract period, if any, effective thirty (30) days after written notice

is sent to the LICENSEE. Any such increase in the minimum required insurance shall be effective thirty (30) days after written notice is sent to the LICENSEE, provided, however, that, if the LICENSEE is unable or unwilling to obtain any additional insurance or increase the limits of insurance, in accordance with the written notice sent by the CITY, shall have the option to terminate at the end of such thirty (30)-day notice period and such failure or refusal by the LICENSEE to furnish such additional insurance shall not be considered a breach or default of this agreement. It is further agreed that any insurance naming the CITY as an additional insured shall be deemed primary insurance and not contributing to any other third-party insurance available to the CITY.

14. **TERMINATION:** In the event that the LICENSEE fails to pay any monetary obligation under this Agreement, the LICENSEE shall have five (5) days after written notice from the CITY to cure such monetary default. If the LICENSEE is the party which fails to comply with the foregoing provisions, the CITY may elect to hold the LICENSEE in breach of this Agreement and without further notice or demand, the CITY may, at its option, terminate the LICENSEE's right to possession of Premises and equipment because of such breach and recover from the LICENSEE all damages permitted by the laws of the State of Texas, including but not limited to, the amount of unpaid monetary obligation, damage, and improvements and cost of repair and replacement and reasonable attorney's fees and cost provided.
15. **SURRENDER OF PREMISES:** Upon termination of this Agreement, whether at the end of the original term or any renewal term hereof, or otherwise, the LICENSEE shall promptly vacate the Premises and surrender the same to the CITY in good condition, ordinary wear and tear or damage by fire or the elements excepted, provided, however, that the LICENSEE shall have the right to remove all machinery, equipment, and other items of personal property from the Premises.
16. **TAXES:** The LICENSEE agrees to pay all taxes duly and legally levied and assessed on all personal property, including fixtures owned by it and located on said Premises, except taxes or assessments being contested in good faith by the LICENSEE. LICENSEE shall be solely liable and responsible for all federal, state and local taxes and fees arising in any way in connection with the Facility. LICENSEE shall pay in full, prior to delinquency, any such taxes and fees, and such payment shall not be credited against any other amount payable by LICENSEE to CITY. In addition, LICENSEE shall be solely responsible and liable for timely filing any and all documentation relating thereto and shall comply with all applicable laws, rules, and regulations regarding the payment of taxes. The LICENSEE is responsible for the collection of any sales taxes applicable to equipment rentals or other taxable services or sales under this Agreement, or other taxes required by law in connection with this Agreement.

17. **INDEBTEDNESS TO CITY:** LICENSEE agrees that no payments owed by it, of any nature whatsoever, to the CITY, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears. The CITY will not knowingly award contracts for goods or services to any bidder in arrears to the CITY for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. LICENSEE is responsible for ensuring that no indebtedness exists.

18. **COMPLIANCE WITH LAWS, CHARTER, ORDINANCES:** LICENSEE, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the CITY, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. LICENSEE must obtain all necessary permits and licenses that are required in completing the work contracted for in this agreement.

19. **MAILING ADDRESSES:** All notices and reports required to be rendered under this agreement by one of the parties to the other shall be addressed as follows:

LICENSEE: Lou's Canoes Incorporated
Attn. Luis L. Garino
726 St. Paul
Gonzales, Texas 78629

CITY: City of Gonzales
Attn. City Manager
820 St. Joseph (P.O. Box 547)
Gonzales, Texas 78629

20. **RECORDS:** The LICENSEE expressly agrees to keep accurate, complete, and current accounting records concerning volume of business and gross revenues and to make monthly reports to the CITY through its duly-authorized representative. The CITY may, at reasonable times, inspect the accounting records of the LICENSEE for the purpose of verifying same and determining the scope of the business conducted at the Facility.

21. **BINDING EFFECT:** This Agreement shall be binding upon, and shall ensure to the benefit of, the CITY and the LICENSEE and their respective successors and assigns.

22. **STATE LAW:** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Texas. Jurisdiction and venue for any proceeding

to construe or enforce, or otherwise relating to this Agreement, shall lie exclusively in Gonzales County, Texas.

23. ENTIRE AGREEMENT; SEVERABILITY; FURTHER ASSURANCES. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, understandings and negotiations. In the event any provision of this Agreement shall be held unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provision, to the extent of such unenforceability, had not been incorporated herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.

IN WITNESS HEREOF, the parties do hereby set their hands on the day and date first above written.

CITY

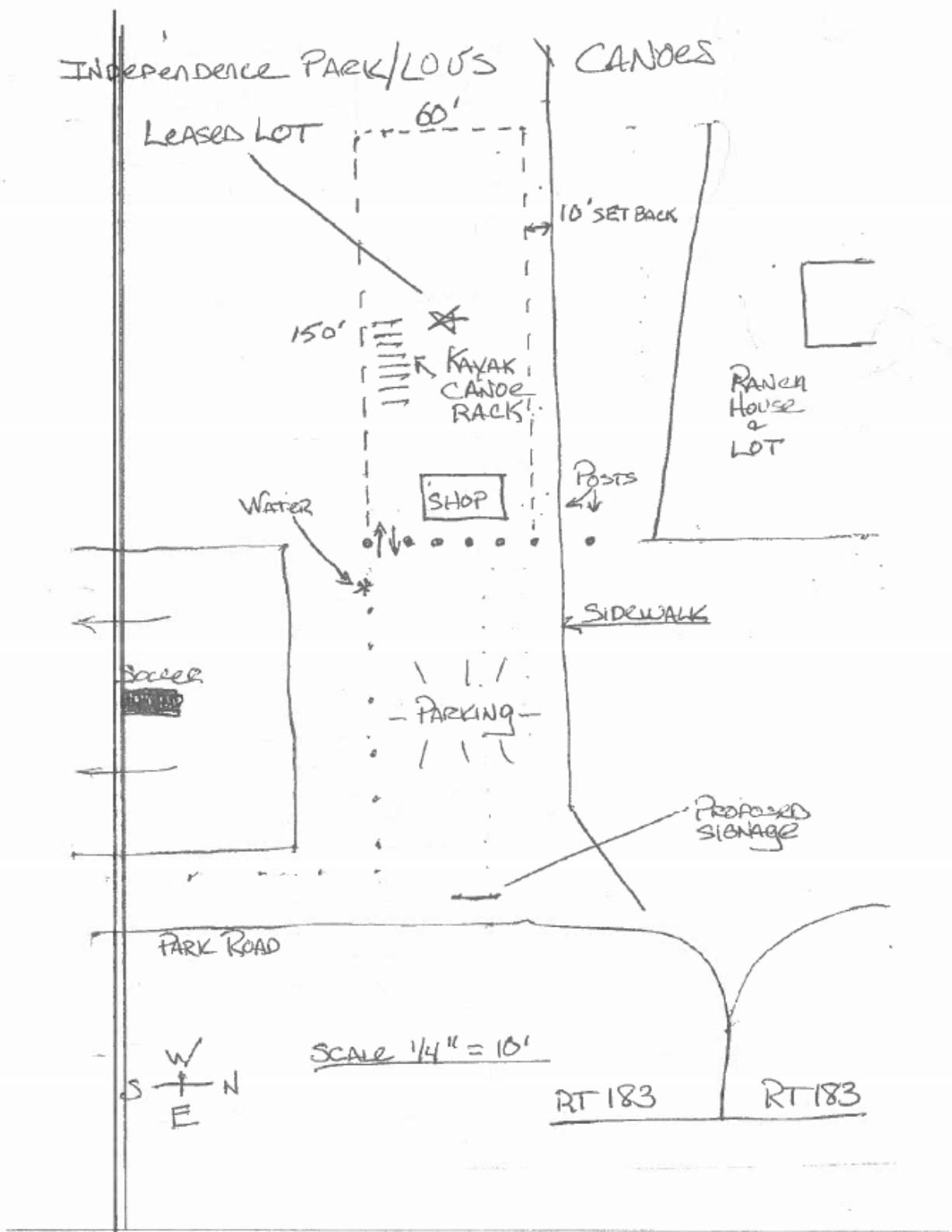
LICENSEE

By: _____
Tim Patek, CITY Manager

By: _____
Lou's Canoes Incorporated, Luis L. Garino,
CEO/COO

Attest: _____
CITY Secretary

EXHIBIT A



TYPE AGENDA ITEM:

Resolution

BACKGROUND:

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

Mr. Tommy Cox was originally appointed to the EDC on November 3, 2014 for a two year term commencing on October 1, 2018. His current term ends September 30, 2020. Mr.Cox submitted his resignation effective immediately on February 18,2020, leaving one vacancy on the EDC. Attached under separate cover are applications received last fiscal year from interested individuals.

POLICY CONSIDERATIONS:

This is consistent with past operations.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff respectfully requests City Council action deemed appropriate

RESOLUTION NO. 2020-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPOINTING A BOARD MEMBER TO THE GONZALES ECONOMIC DEVELOPMENT CORPORATION; ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, on September 13, 2018 the City Council reappointed Tommy Cox to the Gonzales Economic Development Corporation for a two-year term ending September 30, 2020; and,

WHEREAS, on February 18, 2020 Mr. Cox resigned from the Economic Development Corporation effective immediately; and,

WHEREAS, the City Council hereby appoints _____to the Gonzales Economic Development Corporation filling an unexpired term ending on September 30, 2020.

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

Section 1. The City Council of the City of Gonzales, Texas hereby appoints _____ to the Gonzales Economic Development Corporation filling an unexpired term ending on September 30, 2020.

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 12th day of March, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, Interim City Secretary

G. Thomas Cox
PO DRAWER 20
Gonzales, Texas 78629
cox@garrettoil.com

February 18, 2020

Mr. Dewey Smith, President
Gonzales Economic Development Corporation Board of Directors

Subject: Board Resignation- Gonzales Economic Development Corporation

Dear Dewey,

It has been my pleasure to serve with you on the GEDC board of directors. You have given us strong leadership, and I've enjoyed working with you. I am sure that any new goals for 2020 and beyond will be easily attained by the talented members of this board.

That said, I feel that it is time for me to resign my position on the board. Please consider my resignation effective immediately this date February 18, 2020.

Best Regards,



Tommy Cox
cox@garrettoil.com

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City of Gonzales has a newly renovated and automated Hydro Plant Station. When talking with our City Engineer Keith Schauer, it was discussed that there will be maintenance functions that must be performed daily in order for the station to run efficiently and effectively. During this discussion it was recommended that we budget for a part-time position for a Hydro Plant Technician to be paid out of the Electric Department. It is very important that we have someone on staff (part-time) that will be able to perform these functions. Those functions would include the following; cleaning trash racks daily, monitoring and checking the automated system, greasing and checking all fittings, turbines, gear boxes, governors and generators. These functions would take approximately 2 to 3 hours per day. We are currently working on getting the Hydro Plant Station relicensed and hope that process will be completed sometime in the summer of 2020.

POLICY CONSIDERATIONS:

This Resolution will amend the current version of classification and approve the newly created positions.

FISCAL IMPACT:

The fiscal impact for this position will be no more than \$16,483.49. This amount includes taxes, unemployment and workers comp for a part time employee working no more than 1,000 hours a year. A budget amendment will be completed at a later date.

ATTACHMENTS:

Job descriptions, amended position classification, and amended annual budget personnel request summary are attached.

STAFF RECOMMENDATION:

Staff respectfully requests the approval of this resolution.

RESOLUTION NO. 2020-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS, APPROVING THE CREATION OF JOB DESCRIPTIONS, AMENDING POSITION CLASSIFICATION AND AMENDING THE ANNUAL BUDGET PERSONNEL REQUEST SUMMARY TO INCLUDE A PART TIME HYDRO PLANT STATION TECHNICIAN; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the job descriptions for the City of Gonzales employees are set in place to accurately describe the major responsibilities, essential functions and minimum requirements of each position; and,

WHEREAS, the City of Gonzales job descriptions and job classifications were reviewed, and suggested changes made; and,

WHEREAS, it is the desire of legal counsel and staff to present the proposed job descriptions and classifications to City Council for review and final approval; and,

WHEREAS, City Staff is requesting changes to allow a Part Time Hydro Plant Station Technician; and,

WHEREAS, the fiscal impact for this position will be no more than \$16,483.49. This amount includes taxes, unemployment and workers comp for a part time employee working no more than 1,000 hours a year. A budget amendment will be completed at a later date; and,

WHEREAS, the City Council finds that approving the City of Gonzales job descriptions and job classifications as described herein will further promote the public health, safety, and general welfare of the City.

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

Section 1. The City Council of the City of Gonzales, Texas authorizes the Creation of Job Descriptions, Amending Position Classification and Amending the Annual Budget Personnel Request Summary to include a Part Time Hydro Plant Station Technician of the job description and job classification as set forth in the attached Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED this 12th day of March 2020

Connie Kacir, Mayor

ATTEST:

Kristi Gilbert, Interim City Secretary

**CITY OF GONZALES
POSITION DESCRIPTION**

TITLE: Hydro Plant Station Technician
DEPARTMENT: Electric

JOB CODE: Part-Time
FLSA: Non Exempt

SUMMARY: This is a service-maintenance position in the Electrical Department. The work in this position includes assisting in the Hydro Plant Station operations and maintenance of equipment. This position directly reports the Electric Director/Liaison for supervision.

The intent of this position description is to provide a representative summary of the major duties and responsibilities performed by incumbent(s) in this position. Incumbent(s) may not be required to perform all duties in this description and incumbent(s) may be required to perform position-related tasks other than those specifically listed in this description.

Essential Job Functions:

- Respond to service calls at the Hydro Plant Station
- Periodically perform stand-by and call-back duties as needed
- Must be able to communicate effectively, verbally and in writing.
- Must be able to establish and maintain effective working relationships with co-workers, supervisors, and other agencies, and the public.
- Must be able to read automated system and gauges.
- Other duties as assigned.

Required Knowledge and Skills:

- Skill in providing excellent customer service to persons of all ages, regardless of social or economic backgrounds.
- Must have a working knowledge of Hydro Plant Station operations and maintenance of equipment
- Must have knowledge of equipment and facilities within the Hydro Plant Station
- Must be able to clean trash racks and dispose of debris
- Must have organizational and record keeping skills

Required Education, Experience and Certificates:

- High School Diploma or equivalent.
- Minimum of 1 year experience of Hydro Plant Station operations, or any equivalent combination of experience and training
- Must have a valid Driver License

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in an inside/outside environment.
- May be subject to standing, sitting, walking, bending, reaching, kneeling and lifting (up to 50 lbs.)
- Subject to dangerous machinery
- May be exposed to extreme weather conditions and potential for physical harm

Equipment and Tools Utilized:

- Equipment utilized may include computer, copier, calculator and standard office equipment.
- Equipment utilized may include electrical related tools.

ANNUAL BUDGET PERSONNEL REQUEST SUMMARY

FISCAL YEAR 2019-20	DEPT: 710	ACTIVITY:	FUND: 210
	DIVISIONS: Electric		

** FROM THE CITY OF GONZALES' STRATEGIC PLAN; ENTER THE GOAL; MILESTONE; AND ACTION PLAN WITH DIALOGUE TO JUSTIFY YOUR REQUEST.

GOAL _____	All Goals
MILESTONE _____	All Milestones
ACTION PLAN _____	All Action Plans

PERSONNEL BY POSITION (Denote if Part-time)	2018-19	Proposed	Planning Years				Total by Class
	# in Job Class	19-20	20-21	21-22	22-23	23-24	
ELECTRIC DIRECTOR/LIAISON	1	1					1
LINEMAN I/METER READER	1	1					1
HYDRO PLANT STATION TECHNICIAN (part-time)	0	1					1
							0
							0
							0
							0
							0
							0
							0
							0
							0
	2	3	0	0	0	0	3

CAPITAL OUTLAY REQUIREMENTS (AS RELATED TO PERSONNEL ADDITIONS OR CHANGES)

DESCRIPTION	2018-19	19-20	20-21	21-22	22-23	23-24	TOTAL
Vehicle(s)							\$ -
Radio(s) or Cell Phone							\$ -
Uniforms							\$ -
Furniture							\$ -
Computer / Other Equip							\$ -
TOTAL NEEDED BY YEAR	-	-	-	-	-	-	\$ -

JUSTIFICATION

POSITION CLASSIFICATION

DEPARTMENT	EEO CLASS	FLSA
100-102 Administration		
City Manager	Professional-01	Exempt
Superintendent of Public Works	Officials/Administrative-15	Exempt
Special Project Manager	Officials/Administrative-15	Exempt
100-103 Community Development		
Building Official	Officials/Administrative-10	Exempt
Building Inspector	Officials/Administrative-10	Non-exempt
Code Compliance Officer	Administrative Support-15	Non-exempt
100-105 Main Street		
Main Street Manager	Administrative Support-01	Exempt
100-106 Economic Development		
Economic Development President/CEO	Officials/Administrative-01	Exempt
Administrative Assistant to President/CEO	Administrative Support-01	Non-exempt
100-107 Building Maintenance		
Janitor	Service/Maintenance-15	Non-exempt
Maintenance	Skilled Craft-15	Non-exempt
Building Maintenance Superintendent	Skilled Craft-15	Non-exempt
100-108 City Secretary		
City Secretary	Officials/Administrative-15	Exempt
100-109 Finance		
Director of Finance	Officials/Administrative-01	Exempt
Accountant I	Administrative Support-01	Non-exempt
Accountant II	Administrative Support-01	Non-exempt
100-110 Hotel/Motel		
Tourism Director	Professional-01	Exempt
100-201 Parks		
Parks and Recreation Director	Officials/Administrative-15	Exempt
Administrative Assistant	Administrative Support-01	Non-exempt
Crew Leader	Service/Maintenance-15	Non-exempt
Equipment Operator I (6)	Service/Maintenance-15	Non-exempt
Equipment Operator (Part-time)	Service/Maintenance-15	Non-exempt
100-202 Swimming Pool		
Pool Manager	Service/Maintenance-15	Non-exempt
Lifeguard (6)	Service/Maintenance-15	Non-exempt
Pool Cashier	Service/Maintenance-15	Non-exempt
100-204 Recreation		
Camp Supervisor	Service/Maintenance-15	Non-exempt
Camp Instructor (11)	Service/Maintenance-15	Non-exempt
100-206 Golf		
Golf Course Superintendent	Service/Maintenance-15	Non-exempt
Grounds Keeper	Service/Maintenance-15	Non-exempt
Cashier (Part-time 6)	Officials/Administrative-01	Non-exempt

POSITION CLASSIFICATION

DEPARTMENT	EEO CLASS	FLSA
100-301 Fire Department		
Chief (Part-time)	Officials/Administrative-05	Exempt
Battalion Chief	Officials/Administrative-05	Exempt
Captain (3)	Professional-05	Non-exempt
Lieutenant (3)	Professional-05	Non-exempt
Firefighter (3)	Protective Services-05	Non-exempt
Firefighter (Part-time as needed)	Protective Services-05	Non-exempt
Firefighter Trainee	Protective Services-05	Non-exempt
100-501 Police Department		
Chief of Police	Officials/Administrative-04	Exempt
Captain	Professional-04	Exempt
Criminal Services Lieutenant	Professional-04	Exempt
Support Services/Admin Lieutenant	Professional-04	Exempt
DEA Task Force Investigator	Technicians-04	Non-exempt
Patrol Sergeant (4)	Technicians-04	Non-exempt
Patrol Officer (12)	Protective Services-04	Non-exempt
Cadet	Protective Services-04	Non-exempt
Telecommunication Sergeant	Administrative Support-15	Non-exempt
Telecommunication Operator (4)	Administrative Support-15	Non-exempt
Telecommunication Operator (Part-time 1)	Administrative Support-15	Non-exempt
Police Records Clerk	Administrative Support-15	Non-exempt
100-504 Animal Control		
Animal Control Officer	Service/Maintenance-15	Non-exempt
100-550 Municipal Court		
Court Clerk (2)	Administrative Support-01	Non-exempt
100-603 Street Department		
Street Director	Officials/Administrative-02	Exempt
Crew Leader/ Equipment Operator II	Skilled Craft-02	Non-exempt
Equipment Operator II (2)	Skilled Craft-02	Non-exempt
Equipment Operator I (3)	Skilled Craft-02	Non-exempt
100-650 Library		
Library Director	Officials/Administrative-15	Exempt
Librarian I (3)	Professionals-15	Non-exempt
Part-Time Librarian Assistant (1)	Professionals-15	Non-exempt
100-660 Museum		
Museum Director	Administrative Support-15	Non-exempt
Museum Worker (Part-time 1)	Administrative Support-15	Non-exempt
203-203 J.B. Wells Park		
Arena Operations Manager	Officials/Administrative-15	Exempt (frozen)
Revenue Collections Clerk	Administrative Support-01	Non-exempt
Crew Leader	Service/Maintenance-15	Non-exempt
Equipment Operator I (4)	Service/Maintenance-15	Non-exempt
Equipment Operator (Part-time)	Service/Maintenance-15	Non-exempt
210-710 Electric Department		
Electric Director/Liaison	Officials/Administrative-12	Exempt
Lineman I/Meter Reader	Skilled Craft-12	Non-Exempt
Hydro Plant Station Technician (Part-time 1)	Skilled Craft-12	Non-Exempt

POSITION CLASSIFICATION

DEPARTMENT	EEO CLASS	FLSA
210-750 Revenue Collections		
Revenue Collections Supervisor	Administrative Support-01	Exempt
Revenue Collections Clerk (3)	Administrative Support-01	Non-exempt
220-720 Water Department		
Water Department Director	Officials/Administrative-13	Exempt
Crew Leader	Skilled Craft-13	Non-exempt
Water Operator I (2)	Skilled Craft-13	Non-exempt
Water Operator II	Skilled Craft-13	Non-exempt
230-730 Wastewater Department		
Wastewater Superintendent	Officials/Administrative-13	Exempt
Crew Leader	Skilled Craft-13	Non-exempt
Operator I (3)	Skilled Craft-13	Non-exempt
Operator II (2)	Skilled Craft-13	Non-exempt
240-740 Solid Waste		
Equipment Operator I (2)	Skilled Craft-02	Non-exempt

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

The City will be holding a General Election on May 2, 2020 and it is ordered by the Texas Election Code 32.008 (a) that the election judges must be appointed by City Council. The following individuals have shown interest in working the May 2nd Election. The duties of the Judge and clerks will be to process voters on Election Day and during Early Voting, and to act as the Early Voting Ballot Board. These appointments will be only for the May 2, 2020 Election.

	Election Judge	Alternate Judge	Clerk	Clerk	Clerk	Clerk	Clerk	Clerk
Election Day	Lupe Saldana	Genaro Saldana	Pat Mosher	Ramona Reese	Marissa Guerrero	Joni Leland	Johnnie Edwards	
Early Voting	Kristi Gilbert	Lupe Saldana	Ramona Reese	Marissa Guerrero	Jen Bruce	Angie Kessler	Earline Perkins	Laura Zella

Council has the right to refuse appointment of any of these individuals should there be any objections.

POLICY CONSIDERATIONS:

N/A

FISCAL IMPACT:

Gonzales ISD is paying their election judge \$15.00/hr and the clerks are being paid \$12.00/hr. In order to have a sufficient number of workers, I recommend the election judge be compensated \$15.00/hr. and the clerks be compensated \$12.0/hr. The judge will report actual time for herself/himself, alternate judge and clerks. Employees serving as clerks will not be provided additional compensation.

For the election judge to deliver ballot boxes, ballot box keys, and unused supplies after an election, I recommend compensation of an additional \$25.00

STAFF RECOMMENDATION:

Staff respectfully recommends the approval of this resolution.

RESOLUTION NO. 2020-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS APPOINTING ELECTION JUDGES AND CLERKS FOR THE GENERAL ELECTION ON MAY 2, 2020 IN ACCORDANCE WITH CHAPTER 32 OF THE TEXAS ELECTION CODE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 32 of the Texas Election Code the governing body of a political subdivision other than a county shall appoint the election judges for elections ordered by an authority of the political subdivision; and,

WHEREAS, Section 32.005 (b) states the governing body shall determine whether appointments shall be for a single election or for a definite term not to exceed two years; and,

WHEREAS, the duties of the Judge and clerks will be will be to process voters on Election Day and during Early Voting, and to act as the Early Voting Ballot Board; and,

WHEREAS, the Council will hereby set the compensation for the Election Judge at \$15.50/hr, and the Election Clerks at \$12.50/hr; and,

WHEREAS, the judge will report actual time for themselves, the alternate judge and the clerks; and,

WHEREAS, the City Council feels it is in the best interest of the City of Gonzales to appoint the Judge and Clerks for a single election to be held on May 2, 2020.

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

Section 1. The foregoing recitals and legislative findings are hereby incorporated and made an effective and enforceable part of this Resolution.

Section 2. The City Council of the City of Gonzales, Texas hereby appoints the following individuals as Election Judges and Clerks for the May 2, 2020 City of Gonzales General Election.

	Election Judge	Alternate Judge	Clerk	Clerk	Clerk	Clerk	Clerk	Clerk
Election Day	Lupe Saldana	Genaro Saldana	Pat Mosher	Ramona Reese	Marissa Guerrero	Joni Leland	Johnnie Edwards	
Early Voting	Kristi Gilbert	Lupe Saldana	Ramona Reese	Marissa Guerrero	Jen Bruce	Angie Kessler	Earline Perkins	Laura Zella

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 12th day of March, 2020.

Mayor, Connie L. Kacir

ATTEST:

Kristi Gilbert, Interim City Secretary

TYPE AGENDA ITEM:

Ordinance

BACKGROUND:

At the February 13, 2020 meeting, the City of Gonzales Code of Ordinances was amended to correctly reflect the rates from the new solid waste contract with Frontier Access, LLC (Frontier Waste Solutions). During discussions, the City Attorney advised the City Council of the need to further amend the Code of Ordinances to accurately reflect contractual terms with Frontier Access, LLC. 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.

CITY OF GONZALES FINANCIALS

March 12, 2020

FINANCIAL REPORTS FOR FUNDS

CASH & INVESTMENT BY FUND

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
<u>100-GENERAL FUND</u>			
=====			
<u>CASH</u>			
100 1-001.000	CASH - GENERAL FUND	1,046,038.11	
100 1-101.505	CASH - AIRPORT IMPROVEMENT	56,699.14	
100 1-101.702	CASH - IND PARK IMPT OIL	0.00	
	TOTAL CASH	1,102,737.25	
<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		13,631.29
100 1-103.419	LIBRARY RESTRICTED USE-DONATIO		0.00
100 1-103.702	IND PARK IMPROVE OIL - INVEST.		0.00
	TOTAL INVESTMENTS		290,148.82
<u>POOLED INVESTMENTS</u>			
100 1-104.000	TEXPOOL - GENERAL FUND		0.00
100 1-104.002	TEXPOOL- GENERAL FUND		868,184.39
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		868,184.39
	TOTAL 100-GENERAL FUND	1,102,737.25	1,158,333.21

<u>203-JB WELLS FUND</u>			
=====			
<u>CASH</u>			
203 1-001.000	CASH - JB WELLS	(157,353.66)	
	TOTAL CASH	(157,353.66)	
	TOTAL 203-JB WELLS PARK FUND	(157,353.66)	0.00

<u>210-ELECTRIC FUND</u>			
=====			
<u>CASH</u>			
210 1-001.000	CASH - ELECTRIC FUND	1,254,470.76	
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	

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
210 1-001.606	CASH CUSTOMER METER DEPOSIT	168,116.00	
TOTAL CASH		1,422,586.76	
<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		1,775,458.14
210 1-104.606	TEXPOOL - CUSTOMER METER DEP		0.00
210 1-104.706	TEXPOOL - JOHNSON ST PROP		0.00
TOTAL POOLED INVESTMENTS			1,775,458.14
TOTAL 210-ELECTRIC FUND		1,422,586.76	2,046,586.16

220-WATER FUND
 =====

<u>CASH</u>			
220 1-001.000	CASH - WATER FUND	489,220.79	
220 1-001.606	CASH CUSTOMER METER DEPOSITS	15,404.00	
TOTAL CASH		504,624.79	
<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		101,454.79
220 1-104.606	CUSTOMER METER DEPOSIT - TXPOL		0.00
TOTAL POOLED INVESTMENTS			101,454.79
TOTAL 220-WATER FUND		504,624.79	101,454.79

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
230-WASTEWATER FUND			
=====			
<u>CASH</u>			
230 1-001.000	CASH - WASTEWATER FUND	223,548.21	
230 1-001.606	CASH CUSTOMER METER DEPOSIT	0.00	
	TOTAL CASH	223,548.21	
<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		507,273.79
	TOTAL POOLED INVESTMENTS		507,273.79
	TOTAL 230-WASTEWATER FUND	223,548.21	779,897.26
240-SOLID WASTE			
=====			
<u>CASH</u>			
240 1-001.000	CASH - SOLID WASTE FUND	72,452.50	
240 1-001.606	CASH CUSTOMER GARBAGE DEP	0.00	
	TOTAL CASH	72,452.50	
<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	72,452.50	0.00

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
250-DSF PROPRIETARY			
=====			
<u>CASH</u>			
250 1-001.000	CASH-DSF PROPRIETARY	0.00	
	TOTAL CASH	0.00	
	TOTAL 250-DSF PROPRIETARY	0.00	0.00
300-CAPITAL PROJECTS			
=====			
<u>CASH</u>			
300 1-001.000	CASH CONTROL - CAPITAL PROJ	0.00	
300 1-101.301	BOND - CIP	0.00	
	TOTAL CASH	0.00	
<u>POOLED INVESTMENTS</u>			
300 1-104.101	CASH-CO SERIES 2019 CIP STREET		2,151,504.21
300 1-104.102	CASH-CO SERIES 2019 CIP W/W		1,115,754.87
300 1-104.103	CASH-CO SERIES 2019 CIP WATER		2,153,234.98
300 1-104.104	CASH-CO SERIES 2019 CIP GEN.		83,935.46
	TOTAL POOLED INVESTMENTS		5,504,429.52
	TOTAL 300-CAPITAL PROJECTS	0.00	5,504,429.52
400-DSF GOVERNMENTAL ACTI			
=====			
<u>CASH</u>			
400 1-001.000	CASH - CONTROL ACCT	0.00	
400 1-001.101	CASH-DSF GOV. ACTIVITIES	5,717.12	
	TOTAL CASH	5,717.12	
	TOTAL 400-DSF GOVERNMENT ACTIVITIES	5,717.12	0.00
500-RESTRICTED USE FUNDS			
=====			
<u>CASH</u>			
500 1-001.000	CASH - CONTROL ACCT	(484.40)	
500 1-001.501	CASH - TEXAS CAPITAL	0.00	
500 1-001.502	CASH - HOTEL MOTEL TAX	807,213.91	
500 1-001.503	CASH - MUSEUM FUNDS	20,504.63	

FUND-ACCT. NO.	ACCOUNT NAME	CASH	INVESTMENTS
500 1-001.504	CASH - FORFEITURES	25,837.04	
500 1-001.505	CASH - MUN CRT CHILD SAFETY	16,553.08	
500 1-001.506	CASH - MUN CRT SECURITY	26,689.24	
500 1-001.507	CASH - MUN CRT TECH	4,436.90	
500 1-001.508	CASH - SPECIAL EXPENSE	6,607.01	
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	111,729.92	
TOTAL CASH		1,019,087.33	
TOTAL 500-RESTRICTED USE FUNDS		1,019,087.33	0.00

700-COMPONENT UNIT

CASH		
700 1-001.000	CASH -CONTROL ACCOUNT	(1.50)
700 1-001.101	CASH - ECONOMIC DEV CORP	2,852,685.85
TOTAL CASH		2,852,684.35

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		2,852,684.35

FUND TOTAL OTHER INVESTMENTS	833,900.31
FUND TOTAL POOLED INVESTMENTS	8,756,800.63

TOTAL CASH AND INVESTMENTS	7,046,084.65	9,590,700.94
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*** END OF REPORT ***

CITY OF GONZALES
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	275,405.39	1,554,599.23	56.92	0.00	1,176,786.77
402-FRANCHISE REVENUE	1,948,150.00	30,977.99	646,021.86	33.16	0.00	1,302,128.14
403-LICENSE/FEE/PERMITS	59,500.00	5,611.15	28,959.27	48.67	0.00	30,540.73
404-PARKS FEES REVENUE	193,850.00	9,091.10	62,016.68	31.99	0.00	131,833.32
405-MUNICIPAL COURT REVEN	116,932.00	9,340.12	23,810.21	20.36	0.00	93,121.79
406-MISCELLANEOUS REVENUE	763,852.00	18,189.99	95,048.07	12.44	0.00	668,803.93
407-STREET ASSESSMENT INC	0.00	0.00	0.00	0.00	0.00	0.00
408-INTEREST REVENUES	45,000.00	0.00	11,939.50	26.53	0.00	33,060.50
409-OTHER FINANCING REVEN	518,273.00	334,026.47	357,374.53	68.95	0.00	160,898.47
410-TRANSFERS	2,436,066.00	1,000.00	860,394.06	35.32	0.00	1,575,671.94
*** TOTAL REVENUES ***	8,813,009.00	683,642.21	3,640,163.41	41.30	0.00	5,172,845.59
EXPENDITURE SUMMARY						
101-CITY COUNCIL DEPARTME	87,359.00	3,595.84	29,160.01	33.38	0.00	58,198.99
102-CITY MANAGER DEPART	242,406.24	16,254.56	97,872.57	40.38	0.00	144,533.67
103-COMMUNITY DEVELOPMENT	236,666.36	14,996.60	71,496.37	30.21	0.00	165,169.99
104-NON-DEPARTMENTAL	776,632.00	9,105.37	156,896.90	21.20	7,777.33	611,957.77
105-MAIN STREET DEPARTMEN	177,226.12	10,383.95	42,321.94	23.88	0.00	134,904.18
106-ECONOMIC DEVELOPMENT	0.00	4.95	9.90	0.00	0.00	(9.90)
107-BUILDING MAINTENANCE	227,722.36	11,149.80	78,033.06	34.27	0.00	149,689.30
108-CITY SECRETARY DEP	135,304.12	13,279.55	47,393.34	35.03	0.00	87,910.78
109-FINANCE DEPARTMENT	259,025.36	16,902.76	108,748.20	42.05	159.75	150,117.41
110-HOTEL/MOTEL	0.00	0.00	116.12	0.00	0.00	(116.12)
201-PARKS DEPARTMENT	718,492.08	37,888.48	220,694.79	34.55	27,520.01	470,277.28
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	16,302.89	105,003.63	39.45	2,000.00	164,246.61
301-FIRE DEPARTMENT	1,535,368.20	55,555.97	739,427.74	48.64	7,388.00	788,552.46
501-POLICE DEPARTMENT	2,498,981.24	160,393.64	983,014.41	42.59	81,188.00	1,434,778.83
504-ANIMAL CONTROL DEPART	157,030.12	9,013.72	55,688.48	35.46	0.00	101,341.64
550-MUNICIPAL COURT DEPT.	188,836.24	5,810.77	46,123.15	24.42	0.00	142,713.09
602-AIRPORT DEPARTMENT	92,100.00	12,648.41	34,643.76	37.62	0.00	57,456.24
603-STREETS DEPARTMENT	929,778.86	30,096.98	384,160.50	66.86	237,517.81	308,100.55
650-LIBRARY DEPARTMENT	276,791.48	16,291.84	107,358.13	38.79	0.00	169,433.35
660-MUSEUM DEPARTMENT	144,695.12	5,166.50	37,711.82	26.06	0.00	106,983.30
*** TOTAL EXPENDITURES ***	9,005,108.14	444,842.58	3,346,519.88	41.20	363,550.90	5,295,037.36
** REVENUES OVER(UNDER) EXPENDITURES **	(192,099.14)	238,799.63	293,643.53	36.39	(363,550.90)	(122,191.77)

CITY OF GONZALES
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	45,570.00	180,505.10	28.07	0.00	462,637.90
406-MISCELLANEOUS REVENUE	7,968.00	0.00	0.00	0.00	0.00	7,968.00
*** TOTAL REVENUES ***	651,111.00	45,570.00	180,505.10	27.72	0.00	470,605.90
EXPENDITURE SUMMARY						
203-JB WELLS PARK	705,673.72	25,508.16	198,847.93	29.14	6,792.00	500,033.79
*** TOTAL EXPENDITURES ***	705,673.72	25,508.16	198,847.93	29.14	6,792.00	500,033.79
** REVENUES OVER (UNDER) EXPENDITURES **	(54,562.72)	20,061.84	(18,342.83)	46.07	(6,792.00)	(29,427.89)

CITY OF GONZALES
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	753,047.50	4,031,564.78	36.85	0.00	6,908,285.22
750-REVENUE COLLECTION	221,727.00	3,855.37	87,222.52	39.34	0.00	134,504.48
809-HYDRO PLANT CONST.	100.00	0.00	85.84	85.84	0.00	14.16
*** TOTAL REVENUES ***	11,161,677.00	756,902.87	4,118,873.14	36.90	0.00	7,042,803.86
EXPENDITURE SUMMARY						
710-ELECTRIC DEPARTMENT	10,736,260.24	117,946.13	2,876,232.96	27.24	48,757.00	7,811,270.28
750-REVENUE COLLECTIONS	257,769.48	15,851.63	102,360.51	39.71	0.00	155,408.97
809-HYDRO PLANT CONST.	225,000.00	51,461.22	308,389.85	137.06	0.00	(83,389.85)
*** TOTAL EXPENDITURES ***	11,219,029.72	185,258.98	3,286,983.32	29.73	48,757.00	7,883,289.40
** REVENUES OVER(UNDER) EXPENDITURES **	(57,352.72)	571,643.89	831,889.82	365.47-	(48,757.00)	(840,485.54)

CITY OF GONZALES
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	152,571.12	827,885.83	38.21	0.00	1,338,714.17
*** TOTAL REVENUES ***	2,166,600.00	152,571.12	827,885.83	38.21	0.00	1,338,714.17
EXPENDITURE SUMMARY						
720-WATER PRODUCTION DEPT	2,151,712.60	37,968.02	742,586.57	35.28	16,632.96	1,392,493.07
722-SERIES 2011 DEBT SERV	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	2,151,712.60	37,968.02	742,586.57	35.28	16,632.96	1,392,493.07
** REVENUES OVER (UNDER) EXPENDITURES **	14,887.40	114,603.10	85,299.26	461.24	(16,632.96)	(53,778.90)

CITY OF GONZALES
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	94,740.40	508,557.38	34.98	0.00	945,442.62
*** TOTAL REVENUES ***	1,454,000.00	94,740.40	508,557.38	34.98	0.00	945,442.62
EXPENDITURE SUMMARY						
730-WASTEWATER COLLECTION	1,523,927.56	40,930.85	570,959.49	38.42	14,500.00	938,468.07
*** TOTAL EXPENDITURES ***	1,523,927.56	40,930.85	570,959.49	38.42	14,500.00	938,468.07
** REVENUES OVER (UNDER) EXPENDITURES **	(69,927.56)	53,809.55	(62,402.11)	109.97	(14,500.00)	6,974.55

CITY OF GONZALES
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	76,684.32	384,954.53	42.36	0.00	523,895.47
*** TOTAL REVENUES ***	908,850.00	76,684.32	384,954.53	42.36	0.00	523,895.47
EXPENDITURE SUMMARY						
740-SOLID WASTE DEPARTMEN	864,354.24	7,935.63	304,747.59	35.26	0.00	559,606.65
*** TOTAL EXPENDITURES ***	864,354.24	7,935.63	304,747.59	35.26	0.00	559,606.65
** REVENUES OVER (UNDER) EXPENDITURES **	44,495.76	68,748.69	80,206.94	180.26	0.00	(35,711.18)

CITY OF GONZALES
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	32,996.09	26.40	0.00	92,003.91
*** TOTAL REVENUES ***	125,000.00	0.00	32,996.09	26.40	0.00	92,003.91
EXPENDITURE SUMMARY						
301-STREETS	2,194,800.00	0.00	61,105.00	2.78	0.00	2,133,695.00
302-WASTEWATER	1,134,000.00	0.00	27,452.50	2.42	0.00	1,106,547.50
303-ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00
304-WATER	2,367,629.00	8,666.57	248,068.95	10.48	0.00	2,119,560.05
*** TOTAL EXPENDITURES ***	5,696,429.00	8,666.57	336,626.45	5.91	0.00	5,359,802.55
** REVENUES OVER (UNDER) EXPENDITURES **	(5,571,429.00)	(8,666.57)	(303,630.36)	5.45	0.00	(5,267,798.64)

CITY OF GONZALES
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	172,796.25	726,126.90	69.32	0.00	321,383.10
*** TOTAL REVENUES ***	1,047,510.00	172,796.25	726,126.90	69.32	0.00	321,383.10
EXPENDITURE SUMMARY						
400-DSF GOVERNMENT ACT.	1,046,860.00	779,085.00	779,585.00	74.47	0.00	267,275.00
*** TOTAL EXPENDITURES ***	1,046,860.00	779,085.00	779,585.00	74.47	0.00	267,275.00
** REVENUES OVER (UNDER) EXPENDITURES **	650.00	(606,288.75)	(53,458.10)	224.32-	0.00	54,108.10

CITY OF GONZALES
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	5,183.58	183,780.12	51.05	0.00	176,219.88
812-MEMORIAL MUSEUM	12,440.00	250.00	4,943.08	39.74	0.00	7,496.92
813-FORFEITURES	10,650.00	2.12	1,987.46	18.66	0.00	8,662.54
814-MUNICIPAL COURT	6,600.00	252.12	1,500.40	22.73	0.00	5,099.60
815-ROBERT L BROTHERS	93,745.00	0.00	9,306.33	9.93	0.00	84,438.67
*** TOTAL REVENUES ***	483,435.00	5,687.82	201,517.39	41.68	0.00	281,917.61
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	56,773.25	159,482.29	34.79	0.00	298,962.83
812-MEMORIAL MUSEUM	25,000.00	0.00	2,408.29	9.63	0.00	22,591.71
813-FORFEITURES	17,000.00	3,000.00	3,000.00	17.65	0.00	14,000.00
814-MUNICIPAL COURT	19,000.00	0.00	0.00	0.00	0.00	19,000.00
815-ROBERT L BROTHERS	43,700.00	40.44	13,833.31	31.66	0.00	29,866.69
*** TOTAL EXPENDITURES ***	563,145.12	59,813.69	178,723.89	31.74	0.00	384,421.23
** REVENUES OVER (UNDER) EXPENDITURES **	(79,710.12)	(54,125.87)	22,793.50	28.60-	0.00	(102,503.62)

CITY OF GONZALES
 FINANCIAL STATEMENT
 AS OF: FEBRUARY 29TH, 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	86,964.86	419,572.36	40.62	0.00	613,427.64
*** TOTAL REVENUES ***	1,033,000.00	86,964.86	419,572.36	40.62	0.00	613,427.64
EXPENDITURE SUMMARY						
700-ECONOMIC DEVELOPMENT	1,323,216.12	64,553.75	420,970.83	31.81	0.00	902,245.29
*** TOTAL EXPENDITURES ***	1,323,216.12	64,553.75	420,970.83	31.81	0.00	902,245.29
** REVENUES OVER(UNDER) EXPENDITURES **	(290,216.12)	22,411.11	(1,398.47)	0.48	0.00	(288,817.65)

Vexatious Requestors: House Bill 3107 (2017)

What is a vexatious requestor and what options does a city have to deal with one?

A vexatious requestor is a person who abuses the Public Information Act (PIA) by sending frequent and/or voluminous PIA requests to a city, especially a small city, to disrupt the operations of city business.

Currently, there are two sections of the PIA that cities may utilize to deal with vexatious requestors: Government Code Sections 552.232 and 552.275.

What can a city do to deal with redundant or repetitive PIA requests?

If a city receives a redundant or repetitive PIA request from the same requestor for information that has already been provided, Section 552.232 allows the city to send a letter to the requestor explaining: (1) that the information was already provided, (2) when that information was provided, and (3) that no new information has been generated by the city since the last request.

How can a city deal with vexatious requestors who ask for voluminous amounts of information?

Section 552.275 allows a city to establish, by ordinance, a reasonable monthly or annual time limit on the amount of personnel time spent to produce a PIA request for inspection or to prepare copies for a requestor.¹ That section was amended in 2017 by H.B. 3107. Here are the specifics:

1. If the ordinance establishes an annual time limit, the limit may not be less than 36 hours for a requestor during a 12-month period starting at the beginning of the city's fiscal year.²
2. If the ordinance establishes a monthly time limit, the limit may not be less than 15 hours per requestor per month.³
3. Every time a requestor submits a PIA request, the city must keep track of the amount of time spent to compile the information for the request. (This means for *every requestor*, not just the alleged vexatious requestor.)
4. When responsive information is sent, the city is required to send a letter to the requestor informing him of the amount of personnel time spent on the request and how much personnel time has cumulatively been spent on his requests.⁴
5. Once the requestor has surpassed the established time limit, the city can impose certain costs on the requestor and provide a written cost estimate for any PIA request received thereafter.⁵
6. The written cost estimate must be sent to the requestor on or before the 10th day after the date on which the public information was requested.

¹ Tex. Gov't Code § 552.275(a).

² *Id.* § 552.275(b).

³ *Id.* § 552.275(b) as amended by H.B. 3107.

⁴ *Id.* § 552.275(d).

⁵ *Id.* § 552.275(e).

7. If the city needs more time to prepare the written cost estimate, the city must provide a letter to the requestor explaining it needs additional time to provide the written cost estimate.⁶
8. After sending the additional time letter, the city must send the written cost estimate as soon as possible, but either on or before the 10th day after the city provided the additional time letter.
9. A requestor must pay the amount in the city's written cost estimate before the city will process the request if the city has sent a written cost estimate and the requestor has exceeded the monthly or annual time limit.⁷
10. If the requestor fails or refuses to pay the amount in the cost estimate, the request is considered withdrawn.⁸

Also, if the requestor has made previous PIA requests in which the city: (1) has located and compiled documents in response to those requests; (2) sent written cost estimates that remain unpaid; and (3) the requests have not be withdrawn on the date the requestor submits a new request, the city is not required to locate, compile, produce or provide copies of documents or prepare a written cost estimate until the date the requestor pays each unpaid cost estimate in connection with any previous requests or the previous requests are withdrawn.⁹

Are any requestors exempted from Section 552.275 (discussed above)?

Yes. The law does not apply if a requestor is an individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:

1. dissemination by a news medium or communication service provider, including: (A) an individual who supervises or assists in gathering, preparing, and disseminating the news or information; or (B) an individual who is or was a journalist, scholar, or researcher employed by an institution of higher education at the time the person made the request for information; or
2. creation or maintenance of an abstract plant (i.e., title records).

“Communication service provider” means a person or the parent, subsidiary, division, or affiliate of a person who transmits information chosen by a customer by electronic means, including: (A) a telecommunications carrier; (B) a provider of information service; (C) a provider of interactive computer service; and (D) an information content provider. Each of those terms is defined by the federal Telecommunications Act. Examples would include phone and Internet providers.

“News medium” means a newspaper, magazine or periodical, a book publisher, a news agency, a wire service, an FCC-licensed radio or television station or a network of such stations, a cable, satellite, or other transmission system or carrier or channel, or a channel or programming service

⁶ *Id.* § 552.275(f).

⁷ *Id.* § 552.275(g) as amended by H.B. 3107..

⁸ *Id.* § 552.275(h) as amended by H.B. 3107..

⁹ *Id.* §552.275(e-1) as added by H.B. 3107..

for a station, network, system, or carrier, or an audio or audiovisual production company or Internet company or provider, or the parent, subsidiary, division, or affiliate of that entity, that disseminates news or information to the public by any means, including: (A) print; (B) television; (C) radio; (D) photographic; (E) mechanical; (F) electronic; and (G) other means, known or unknown, that are accessible to the public.

Also, elected officials of the United States, Texas, or a political subdivision of Texas, and representatives and representatives of a publicly-funded legal service organization that is a 501(c)(3) exempt organization are exempted from section 552.275.

Did H.B. 3107 (2017) make changes to other sections of the PIA?

Yes. Under section 552.221 of the Government Code, H.B. 3107 adds a provision that if the requestor fails to inspect or duplicate public information in the governmental body's office on or before the 60th day after the date the information is made available, or fails to pay postage and any other PIA charges on or before the 60th day after the date the requestor is informed of the charges, then the request is considered withdrawn.¹⁰ Also, under section 552.261 of the Government Code, H.B. 3107 allows cities that receive multiple requests from the same individual in one calendar day to count all the requests as a single request for the purpose of calculating costs.¹¹ However, if a city receives the same request from different individuals on behalf of an organization, it will not be able to utilize this section.

¹⁰ *Id.* § 552.221(e) as added by H.B. 3107..

¹¹ *Id.* § 552.261(e) as added by H.B. 3107..