



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
May 26, 2020

HAL BALDWIN MUNICIPAL COMPLEX COUNCIL CHAMBERS
1400 SCHERTZ PARKWAY BUILDING #4
SCHERTZ, TEXAS 78154

CITY OF SCHERTZ CORE VALUES

Do the right thing
Do the best you can
Treat others the way you want to be treated
Work cooperatively as a team

AGENDA

TUESDAY, MAY 26, 2020 at 6:00 p.m.

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, May 26, 2020, at the City Council Chambers. In lieu of attending the meeting in person, residents will have the opportunity to watch the meeting via live stream on the City's YouTube Channel.

Call to Order

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas.
(Councilmember Scagliola)

City Events and Announcements

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)
- Announcements and recognitions by the City Manager (M. Browne)
- Announcements and recognitions by the Mayor (R. Gutierrez)

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, May 25, 2020, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

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. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

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.

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.

The following was read into record:

- 1. Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of May 12, 2020. (B. Dennis)
- 2. Resolution No. 20-R-53** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving a request for a Schertz Main Street Local Flavor Economic Development Grant for 405 Main Street. (M. Browne/B. James)
- 3. Resolution No. 20-R-52** - Consideration and/or action approving a Resolution by the City of Schertz, Texas authorizing a Re-imbusement Agreement for the costs associated with acquiring necessary easement between the City of Schertz and the Developer of Homestead. (M. Browne/B. James)
- 4. Resolution No. 20-R-54** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz adopting a revised purchasing policy and other matters in connection therewith. (C. Kelm/J. Gohlke)

Discussion and Action Items

- 5. Resolution No. 20-R-49** - Consideration and/or action approving a Resolution by the City Council of Schertz, Texas authorizing EMS Charity Care adjustments and other matters in connection therewith. (C. Kelm/J. Mabbitt)
- 6. Resolution No. 20-R-51** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into a contract agreement with Lou Jon Construction Company Inc. for the Public Safety buildings restrooms renovation project and other matters in connection therewith. (C. Kelm/T. Buckingham)

Workshop

7. **Ordinance No. 20-H-18** - Consideration and/or action approving an Ordinance of the City Council of the City of Schertz to supersede Ordinance 20-H-15; extending a Declaration of Local Disaster; Restricting certain activities; establishing penalties for violations; providing an effective date and declaring an emergency; First and Final Reading. (M. Browne/K. Long)
8. Update on the Street Preservation and Maintenance/Rehabilitation Efforts (B. James/J. Nowak)

Roll Call Vote Confirmation

Closed Session

9. City Council will recess into Closed Session as authorized by the Texas Open Meetings Act, the City Council will adjourn into closed under Section 551.072, of the Texas Government Code regarding deliberation and consider the purchase, exchange, lease or value of real property related to a project with Schertz-Seguin Local Government Corporation (SSLGC).

Reconvene into Regular Session

- 9A. Take any action based on discussions held in closed session under Agenda Item 9.

Roll Call Vote Confirmation

Requests and Announcements

- Announcements by the City Manager.
- Requests by Mayor and Councilmembers that items be placed on a future City Council agenda.
- Announcements by Mayor and Councilmembers
 - City and community events attended and to be attended
 - City Council Committee and Liaison Assignments (see assignments below)
 - Continuing education events attended and to be attended
 - Recognition of actions by City employees
 - Recognition of actions by community volunteers

Adjournment

CERTIFICATION

I, BRENDA DENNIS, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 22nd DAY OF MAY 2020 AT 3:30 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON ____ DAY OF _____, 2020. TITLE: _____

This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services or other services, please call 210-619-1030.

The City Council for the City of Schertz reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.

Closed Sessions Authorized: This agenda has been reviewed and approved by the City’s legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

<p>Mayor Gutierrez Audit Committee Investment Advisory Committee Main Street Committee</p>	<p>Councilmember Scagliola – Place 5 Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation</p>
<p>Councilmember Davis– Place 1 Audit Committee Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board</p>	<p>Councilmember Scott – Place 2 Interview Committee for Boards and Commissions</p>
<p>Councilmember Larson – Place 3 Main Street Committee – Vice Chair</p>	<p>Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board</p>

Councilmember Heyward – Place 6

Audit Committee

Investment Advisory Committee

Schertz Animal Services Advisory

Commission

Councilmember Brown – Place 7

Main Street Committee

Schertz-Seguin Local Government Corporation -

Alternate

CITY COUNCIL MEMORANDUM

City Council Meeting: May 26, 2020
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of May 12, 2020. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on May 12, 2020.

RECOMMENDATION

Recommend Approval.

Attachments

5-12-2020 Minutes

DRAFT

MINUTES REGULAR MEETING May 12, 2020

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on May 12, 2020, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Mark Davis; Councilmember Rosemary Scott; Councilmember Scott Larson; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Tim Brown; Councilmember Allison Heyward

City Staff: City Manager Dr. Mark Browne; Assistant City Manager Brian James; Assistant City Manager Charles Kelm; City Attorney Daniel Santee; City Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez

Call to Order – City Council Regular Session

Mayor Gutierrez called the regular meeting to order at 6:00 p.m.

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Councilmember Dahle)

Councilmember Dahle provided the opening prayer followed by the Pledges of Allegiance to the Flags of the United States and State of Texas.

City Events and Announcements

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)

No announcements were provided.

- Announcements and recognitions by the City Manager (M. Browne)

No announcements or recognitions were provided.

- Announcements and recognitions by the Mayor (R. Gutierrez)

Mayor Gutierrez indicated that he had a few this evening:

First, Mr. Elon Musk and Tesla Board of Directors, it is cheaper to make cars in Texas, and we are a business friendly State. Our City is the perfect location for consideration for any future development. Stop by and visit our community and give us the opportunity to continue making your cars.

Other announcements were, during these uncertain times dealing with the COVID 19 virus Council has not been able to proceed as usual with our annual proclamations. We never want to forget the important message or work these groups are accomplishing on a daily basis. We have a few he would like to mention and read the following into record:

Community Action Month - May 2020

Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities. Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard. We appreciate the hard work and dedication to our community.

Child Abuse Prevention and Awareness Month – April

Sexual Assault Prevention & Awareness Month – April

National Crime Victim’s Rights Week – April 19-25

These three proclamations are typically recognized and read together in April, but due to the COVID-19 and the limitation of outside visitors we are recognizing them in this venue.

Child Abuse Prevention and Awareness Month

Each year, hundreds of thousands of children across our country suffer from abuse and neglect, a fact that is both sobering and heart-wrenching. During National Child Abuse Prevention Month, we condemn this horrific depravity and reaffirm our unwavering commitment to protecting our children and strengthening our families.

Sexual Assault Prevention & Awareness Month

Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 67 men will be raped at some point in their lives. Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before age 18. The goal of Sexual Assault Prevention and Awareness month is to raise public awareness about sexual violence and educate communities on how to prevent it.

National Crime Victim’s Rights Week

We want to acknowledge the abuse and trauma that victims of crimes often experience, and to recognize the tireless work of dedicated advocates who have

taken up the cause of supporting crime victims across our country. We wish to express our appreciation for those who support crime victims, and we reaffirm our strong commitment to reducing the trauma of crime for victims and their loved ones.

Municipal Clerks Week – May 3 – 9

The Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels. The Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state. It is appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Annual Police Week - May 10 – 16

From the beginning of this Nation, law enforcement officers have played an important role in safeguarding the rights and freedoms which are guaranteed by the Constitution and in protecting the lives and property of our citizens. It is fitting and proper that we express our gratitude for the dedicated service and courageous deeds of law enforcement officers for the contributions they have made to the security and well-being of all our people.

Public Works Week – May 17 – 23

Public Works professionals focus on infrastructure, facilities, and services that are vital to sustainable and resilient communities and to the public health, high quality of life and well-being of communities. It is in the public interest for the citizens and civic leaders to understand and maintain a progressive interest of the importance of Public Works and Public Works programs.

Hearing of Residents

*Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, May 11, 2020, **SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS.** In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.*

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Mayor Gutierrez indicated that no one signed up on the sheet in the back and then recognized City Secretary Brenda Dennis and asked if anyone had provided information prior to the meeting. Ms. Dennis stated she had one resident email her and the following was read into record: Mr. Hernan Orellan, no address provided, but City Secretary has his email. He requested an Ordinance banning 5G technologies in Schertz due to 5G omitting ultra-high frequency microwave radiation. (A copy of Mr. Orellan's email was provided to Mayor and Council)

Consent Agenda Items

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The following was read into record:

- 1. Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of May 5, 2020. (B. Dennis)
- 2. Resolution No. 20-R-47** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Schertz Main Street Local Flavor Economic Development Grant for 409 Main Street (Thirsty Joe's) and related matters in connection therewith. (B. James)

Moved by Councilmember Michael Dahle, seconded by Councilmember Allison Heyward to approve consent agenda items 1 & 2.

AYE: Mayor Pro-Tem Mark Davis, Councilmember Rosemary Scott, Councilmember Scott Larson, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Tim Brown, Councilmember Allison Heyward

Passed

Discussion and Action Items

The following was read into record:

- 3. Resolution 20-R-50** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz authorizing the City Manager to enter into a Design-Build Agreement with F.A. Nunnelly for the Building 27 “Fleet Facility” Renovation Project. (C. Kelm/C. Hernandez/J. Gohlke)

Mayor Gutierrez recognized Assistant City Manager Charles Kelm who provided a PowerPoint presentation introducing this item. Highlights included renovations to the 14,850 SF building (Building 27 - Commercial Place), that was earmarked to be renovated into a state-of-the-art Fleet Maintenance Building. The renovations to the building include creation of office spaces, fleet shop area, exterior drainage and flat work. Mr. Kelm addressed questions from Council.

Moved by Councilmember David Scagliola, seconded by Councilmember Allison Heyward to approve Resolution No. 20-R-50.

AYE: Mayor Pro-Tem Mark Davis, Councilmember Rosemary Scott, Councilmember Scott Larson, Councilmember Michael Dahle, Councilmember David Scagliola, Councilmember Tim Brown, Councilmember Allison Heyward

Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for agenda items 1 through 3.

Workshop

- 4. Workshop Discussion regarding City Purchasing Policy** - Discussion regarding proposed changes to the City Purchasing Policy. (J. Kurz/J. Gohlke)

Mayor Gutierrez recognized Purchasing & Asset Manager Julie Gohlke who provided a PowerPoint presentation regarding proposed policy changes to the Purchasing Policy and addressed concerns and answered questions from Council. The changes proposed are to align us with state law, state regulations, align us with benchmark cities, and increased efficiency all across the city for staff and projects moving forward. Highlights included:

Proposed Changes:

- Eliminate the need to take cumulative purchases with a single vendor exceeding \$50,000.00 for authorization.

Does not affect purchases/projects with an overall contract value exceeding \$50,000 - would still require Council approval. (Reference Texas Local Government Code - LGC 252.041)

- Modify the small dollar purchasing threshold from \$1,000.00 to \$3,000.00 to align with Texas LGC 252.0215

Small dollar purchases can be made without soliciting 3 bids.

Rationale

- Alignment with Texas LGC 252
- Alignment with Benchmark Cities
- Increased efficiencies

Mayor Gutierrez stated it was the consensus from Council to proceed with the policy changes.

5. Workshop Discussion and Update (Ordinance 20-H-15) - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-15 Declaration of Local Disaster. (M. Browne/K. Kong)

Mayor Gutierrez recognized Fire Chief Kade Long who provided a PowerPoint presentation outlining COVID-19 updates such as current cases in Schertz, City Services, current expenses due to the virus, enforcement, our cleaning contracts, additional openings allowed and services not allowed to reopen, and the status of future annual events in Schertz.

Mayor Gutierrez took a moment to thank Fire Chief Long and city staff for all their hard work on the COVID-19 pandemic and also thanked Public Affairs for communicating updates to our residents on Facebook.

Mayor Gutierrez opened the floor to Council for discussion. Mayor Gutierrez recognized Councilmember Rosemary Scott who provided information from her research and urged Council to resend the Emergency Declaration, Ordinance No. 20-H-15 due to Governor Abbott's speech on May 11 where he gave a directive to have mandatory testing for 100% of the residents and staff in nursing homes. With the mandatory testing in place in nursing homes, Councilmember Scott sees no reason to keep Schertz in the state of an emergency. Councilmember Scott gave additional statistics and data, nationally and statewide on COVID-19. Councilmember Scott made a motion to resend Ordinance 20-H-15.

Mayor recognized Councilmember Mark Davis who asked if the City Council of

the City of Schertz had, in our emergency declaration, imposed any restrictions on any individual or business above and beyond what has been put out by the state of Texas through the Governor's office or our three county judges. The answer given was only solicitation. Councilmember Davis reiterated the emergency declaration we have in place provides Schertz two things. It allows the city to deal with enforcement at a local level and potentially recoup funding due to the COVID-19 pandemic.

Mayor Gutierrez entertained additional questions and remarks from Councilmembers. Fire Chief Long addressed their questions/concerns.

Mayor Gutierrez shared some information regarding federal relief funds being given out from the federal government in Texas.

Mayor Gutierrez recognized Assistant City Manager Brian James who asked for clarification/direction on the Fourth of July Jubilee Celebration and gave specifics of putting on an event the magnitude of the Jubilee Celebration. The question was posed do we cancel the event completely or do we do separate events such as fireworks displays? The smaller annual city events such as the movies in the parks' event were also discussed. Discussion continued with Councilmembers providing their thoughts.

The consensus of Council is to work on possible fireworks displays in three different locations and that the Jubilee and parade will need to be discussed further with the staff's perspective in mind and the challenges that will be faced.

City Manager Mark Browne expressed his appreciation for Council's concern/support for staff and stated staff would work on a modified plan and bring their findings back to Council in two weeks at our regular council meeting.

Mayor Gutierrez stated there was a motion on the floor to resend Ordinance 20-H-15 and asked if there was a second. Mayor Gutierrez recognized City Attorney Daniel Santee who stated the item being discussed was not posted for action and the motion could not be acted upon. Motion was dropped.

6. Workshop Discussion regarding the Staffing Study - Presentation of Staffing Study Report (M. Browne/C. Kelm/J. Kurz)

Mayor Gutierrez recognized Human Resource Director Jessica Kurz who introduced Mr. Alan Pennington with Matrix Consulting Group who provided a PowerPoint presentation with the following highlights addressing questions from Council:

Project Overview:

- Develop a staffing model for the City of Schertz that addresses:
 - Current needs
 - Future needs based upon projected growth (either in workload, population or some combination)
- Staffing model to consider various elements including:
 - Workload
 - Performance
 - Service delivery expectations
 - Organizational structure

Project Methodologies

- Develop an understanding of the City’s operating environment from interviews and data collection.
- Develop a profile of operations to document processes, management, staffing, and organizational structure.
- Employee survey to provide all staff opportunity for input regarding staffing and operational issues.
- Analysis of staffing requirements to identify current and future staffing requirements, opportunities to streamline organizational structure and address operational requirements.
- Review of interim deliverables with staff to provide additional opportunity to review for input and comment.

Staffing Recommendations by Department

- City Manager’s Office
 - Management Analyst – 2021
- EMS
 - 2021 – Instructor, Billing Specialist
 - 2022 – Administrative Assistant
 - 2025 – Asst. EMS Director, Logistics Officer, Administrative Assistant
- Engineering
 - 2021 – Admin. Assistant, Engineer Inspector, Engineer (2), Project Manager
 - 2023 – Engineering Inspector
 - 2024 – Engineer
 - 2029 - Engineer
- Finance

- 2021 – Municipal Court Deputy Clerk
- 2022 – Utility Billing Clerk
- 2024 – Municipal Court Deputy Clerk
- 2029 – Utility Billing Clerk
- 2030 – Municipal Court Deputy Clerk
- Fire
 - 2021 – Deputy Fire Marshall, Captain (3), Driver/Operator (3), Firefighter (3)
 - 2022 – Emergency Management Coordinator
 - 2024 – Driver/Operator (3), Firefighters (4), Lieutenants (3)
 - 2029 – Driver/Operator (3), Firefighters (4), Lieutenants (3)
- Fleet
 - 2021 – Parts Clerk, Mechanic (2)
- GIS
 - 2021 – Database/Business Analyst
- Human Resources & Purchasing
 - 2021 – Purchasing Specialist
 - 2025 – HR Generalist (1/2 time)
 - 2030 – HR Generalist (1/2 time)
- Information Technology
 - 2021 – IT Supervisor, Client Services Technician (2)
- Library
 - 2021 – Admin. Asst, Library Clerk, Children’s Program Clerk, Library Asst.
 - 2025 – Library Clerk
 - 2030 – Library Clerk
- Parks, Recreation & Community Services
 - 2021 – Maintenance Worker I (3)
 - 2025 – Maintenance Work I
- Planning & Community Development
 - 2021 – Senior Planner, Plans Examiner
 - 2023 – Permit Technician
 - 2026 – Senior Planner
 - 2027 – Building Inspector

- Police

- 2021 – Property/Evidence Clerk, Kennel Technician (4), Officer (2)
- 2022 – Officer (4), Detectives (2)
- 2023 – Detective Sergeant (1)
- 2024 – Officer (1), Detective (1)
- 2025 – Traffic Officer (1)
- 2026 – Officer (1)
- 2027 – Officer (1)
- 2028 – Officer (1), Detective (1)
- 2029 – Dispatch, Traffic Officer (1)

- Public Works

- 2021 – Streets Worker I (2), Streets Worker II, Administrative Assistant
- 2025 – Streets Worker 1, Streets Worker II, Serviceman II, Serviceman I
- 2030 – Streets Worker I, Streets Worker II, Serviceman I (2), Drainage Worker II, Drainage Worker

Staffing Recommendation - Summary

Staffing analysis recommends the following position over the ten-year planning horizon:

Year	New Position	Annual Cost
2021	44	\$1,632,181
2022	10	\$452,920
2023	3	\$131,373
2024	14	\$800,033
2025	11.5	\$517,149
2026	2	\$89,523
2027	2	\$106,162
2028	2	\$120,150
2029	17	\$995,577
2030	8.5	\$323,787

Organizational Structure Recommendations

Several functional areas recommended for alternative organizational structure to enhance efficiency of services or more closely align with similar services:

- Animal Control – move from Police and establish as stand-alone department.
- Code Enforcement – move from Police to Planning & Community

Development Department.

- GIS – Merge with Information Technology
- Civic Center – Move to Parks and Recreation Department
- Fleet & Facility Services - Establish as a Division of the Public Works Department.

Requests and Announcements

- Announcements by the City Manager.

No further announcements.

- Requests by Mayor and Councilmembers that items be placed on a future City Council agenda.

No requests at this time.

- Announcements by Mayor and Councilmembers

- City and community events attended and to be attended
- City Council Committee and Liaison Assignments (see assignments below)
- Continuing education events attended and to be attended
- Recognition of actions by City employees
- Recognition of actions by community volunteers

No announcements were provided.

Information available in City Council Packets - **NO DISCUSSION TO OCCUR**

7. 2019 EMS Annual Report. (J. Mabbitt)

Mayor Gutierrez reminded Council of the informational item, agenda item 7 that was in their packet as well as can be found on line.

Adjournment

Mayor Gutierrez announced the following before adjournment:

We celebrate Memorial Day May 25!

On this day we remember the men and women who served with faith, courage and honor. We honor our fallen and those who sacrificed for this great country.

We remember ordinary people who truly did extraordinary actions.

We remember those who fought for life, liberty, and the pursuit of happiness.

We remember those who fought for those who could not defend themselves.

We remember the tears and blood that was shed for this country.

But most important, We remember the death of our soldiers and patriots, who fought for our freedom.

God bless these men and women,
God bless America
God bless Texas

Mayor Gutierrez adjourned the meeting at 8:22 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: May 26, 2020
Department: Executive Team
Subject: Resolution No. 20-R-53 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving a request for a Schertz Main Street Local Flavor Economic Development Grant for 405 Main Street. (M. Browne/B. James)

BACKGROUND

On March 10, 2020, City Council approved a Schertz Main Street Local Flavor Economic Development Grant for 405 Main Street for a new beauty salon in this shopping center. The approval was for creation of new signage for up to \$748.94 with the City's 50% match being \$374.47. This cost only included creation of the sign. Per City Code a licensed sign contractor must install the sign. While the installation cost is eligible for reimbursement, it was not included. As such this request is for approval of a grant for installation, the cost being up to \$200, with the City's match being up to 50% or \$100.

GOAL

Promote and enhance commercial activity along Main Street to promote the economic, cultural and general welfare of the public. The area around Main Street in Schertz once served as the commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through the inducement of public money to promote local economic development and stimulate business and commercial activities in the City.

COMMUNITY BENEFIT

Encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street. Promote commercial development. Stabilize and improve property values. Foster civic pride. Strengthen the economy of the City by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support to local businesses.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 20-R-53 approving Schertz Main Street Local Flavor Economic Development Grants for up to \$100.00 for 405 Main.

FISCAL IMPACT

Up to \$100.00.

RECOMMENDATION

Approval of Resolution 20-R-53.

Res 20 R 53 405 Main LF

LF Agreement 405 Main #2 Hernandez Vidal

RESOLUTION NO. 20-R-53

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 405 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

WHEREAS, The City of Schertz desires to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; and

WHEREAS, the City of Schertz desires to encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;

WHEREAS, the City of Schertz desires to stabilize and improve property values; and

WHEREAS, Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents; and

WHEREAS, Strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

WHEREAS, the City Council approved the Schertz Main Street Local Flavor Economic Development Grant;

WHEREAS, staff is in support of this program and recommended approval of the grant request for 405 Main Street for up to \$100;

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

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 405 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in 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 ADOPTED, this 26th day of May, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Exhibit A

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND
Debbie Hernandez FOR EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and Debbie Hernandez the tenant and Randal J. and Melissa K. Vidal (ENTITY).

WHEREAS, the ENTITY has developed a proposal to Install signage to 405 Main (the “Project”); and

WHEREAS, Section 380.001 of the Texas Local Government Code, as amended, allows the governing body of a municipality to establish and provide for the administration of one or more programs to promote state and local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program is intended to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors; and

WHEREAS, funding for the Schertz Main Street Local Flavor Economic Development Program will be provided annually through the City’s General Fund; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program will enhance other city efforts to improve, beautify, and promote economic development in the Main Street area.

WHEREAS, the area around Main Street in Schertz once served as commercial and social hub of the community; and

WHEREAS, the City seeks to improve the image of the area around Main Street through restoration and rehabilitation of structures in the Main Street area to serve as a commercial, social, cultural and tourism hub of the City; and

WHEREAS, the City Council of the City of Schertz desires to provide funds to Debbie Hernandez the Tenant (TENANT).

NOW, THEREFORE, it is mutually agreed by and between the CITY and TENANT as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the TENANT for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to promote state and local economic development and to stimulate business and commercial activity in the municipality to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors.

Section 2. Obligation of the T E N A N T . The TENANT shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the ENTITY'S funding application, and the attached Exhibit "A".

Section 3. Reporting Requirements of the TENANT. The TENANT shall deliver a detailed accounting of the expenditures for the Project within thirty (30) days after completion of the Project (the "Post Event Report"). The Post Event Report shall include copies of receipts and other documents establishing the expenditures for the project. The CITY shall not make reimbursements for expenditures where no receipt or invoice is provided. Partial or incomplete reports will not be accepted.

Section 4. Authorization of Payment. Subject to the TENANT'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the TENANT up to fifty percent (50%) of the Project. The Project is estimated to be \$100.00 and fifty percent of which, is capped at 374.47 for work falling within the criteria for a signage grant. Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

Section 5. Appeal Process. Any TENANT wishing to appeal the decision of the CITY must present their appeal in writing within ten (10) business days of funding denial.

Section 6. Rights. The City of Schertz has the right, at any time, to inspect the books or records of the ENTITY that may relate to performance of this AGREEMENT. The CITY, at its sole expenses, has the right to conduct an audit of the TENANT or Project.

Section 7. Term. The AGREEMENT shall become effective as of the date entered below. The AGREEMENT shall terminate one year from its effective date or once the terms have been met, whichever occurs first.

Section 8. Indemnification. The ENTITY and TENANT agree to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY and TENANT'S breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ENTITY and TENANT, its officers, agents, servants, employees,

contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the CITY, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the ENTITY. TENANT and the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this AGREEMENT does not assign any responsibility for civil liability to the City of Schertz that may arise by virtue of this AGREEMENT.

Section 9. Termination. A party may terminate this AGREEMENT in whole or in part if the other party fails to comply with a term of the AGREEMENT, including the inability of the ENTITY and TENANT to conform to any change required by federal, state or local laws or regulations; or for the convenience of either party. The terminating party shall provide written notification to the other party of the decision to terminate this AGREEMENT within thirty (30) days before the effective date of termination. A party may terminate the AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the breaching party shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the non-breaching party.

Section 10. Notice. All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

to the CITY at:

City of Schertz
Attention: City Manager
1400 Schertz Parkway
Schertz, TX 78154
(210) 619-1000

To Randal J. and Melissa K. Vidal:
Attention: Randal Vidal
405 Main
Schertz, Texas 78154

TO: Debbie Hernandez
Attention: Debbie Hernandez
XXX
Schertz, Texas 78XXX

MISCELLANEOUS

Section 11. Entire Agreement. This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the governing bodies of each party and duly

executed by both parties.

Section 12. Approval. This AGREEMENT has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

Section 14. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

Section 15. Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

Section 16. Attorney fees. In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, plus all out-of-pocket expense such as deposition costs, telephone, calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

Section 17. Severability. The parties agree that in the event any provision of this AGREEMENT is declared invalid by a court of competent jurisdiction that part of the AGREEMENT is severable and the decree shall not affect the remainder of the AGREEMENT. The remainder of the AGREEMENT shall be in full force and effect.

Section 18. Venue. The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herewith shall be in Milam County, Texas.

Section 19. Certificate of Insurance. The ENTITY agrees to provide a certificate of insurance for liability and worker's compensation insurance or letter of self-insurance on its letterhead indicating its self-insured status before any event awarded funding under this AGREEMENT. The cost of the insurance herein mentioned to be secured and maintained by the ENTITY shall be borne solely by the ENTITY.

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2020.

CITY OF SCHERTZ, TEXAS

CITY

ENTITY

City Manager

TENANT

ATTEST:

(City Secretary)

EXHIBIT A

New Signage

CITY COUNCIL MEMORANDUM

City Council Meeting: May 26, 2020
Department: Executive Team
Subject: Resolution No. 20-R-52 - Consideration and/or action approving a Resolution by the City of Schertz, Texas authorizing a Re-imbursement Agreement for the costs associated with acquiring necessary easement between the City of Schertz and the Developer of Homestead. (M. Browne/B. James)

BACKGROUND

Since 2014, the City has been in discussions with the developer of the Homestead property on how sewer service would be provided. This included approval of Resolution 16-R-96 of a Subdivision Improvement Agreement with ILF N-T Owner, LP the developer of Homestead. One of the items covered in the agreement is sewer improvements needed to serve the project and that will serve other properties. This agreement included cost sharing for the construction of the sewer lift station, sewer force main and offsite sewer improvements. The agreement was subsequently amended via Resolution 18-R-114.

The developer has been working since then to acquire necessary offsite easements. At this point, they are waiting on signatures from one property owner and have not been able to reach agreement another owner. These owners control multiple tracts. The developer is asking for assistance from the City to acquire the easements as they been unsuccessful in acquiring them all.

The current agreements obligate the City to pay up to \$200,525.22 for construction of the sewer lift station and 12" force main and \$125,655.30 for the offsite sanitary sewer extension. The total reimbursement is up to \$326,180.52 and does not include costs of easement acquisition. The developer is obligated to bear the cost of easement acquisition.

In light of the developer seeking assistance from the City in acquiring the necessary easements, the City is proposing to enter into a new agreement with the developer to require the developer to bear the cost of the easements for the project that they are asking the City to acquire. While it appears the developer has made significant attempts to acquire the easements they have not been able to do so. After approval of the agreement, the City will attempt to reach agreement with the owner(s) to purchase the easements. If unsuccessful, staff may have to request that City Council authorize the use of the use of eminent domain.

GOAL

Provide for funding for acquisition of easements.

COMMUNITY BENEFIT

The sewer line not only serves the Homestead development, but other properties as well. The easements are needed to construct the sewer line necessary to provide additional sewer service to areas of the City.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 20-R-52 authorizing a reimbursement agreement between the City of Schertz and the developer of Homestead for costs associated with the City acquiring the necessary easements.

FISCAL IMPACT

None. The purpose of the agreement is for the developer to bear the costs associated with the City acquiring the necessary easements.

RECOMMENDATION

Approval of Resolution 20-R-52.

Attachments

Res 20-R-52

Homestead Agreement

Sewer Easement locations

RESOLUTION NO. 20-R-52

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH THE DEVELOPER OF THE HOMESTEAD SUBDIVISION PROJECT FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH EASEMENT ACQUISITION NECESSARY FOR PUBLIC IMPROVEMENTS.

WHEREAS, there is a lack of sewer service to serve an area of northern Schertz near the intersection of IH-35 and Schwab road.

WHEREAS, the sewer forcemain improvements offsite sewer improvements are needed to provide adequate sewer service to these areas and there is limited space to provide this public infrastructure.

WHEREAS, the Developer of the Homestead Subdivision agrees to construct sewer infrastructure of which the capacity is more than is required by the Homestead property,

WHEREAS, there is a benefit to oversizing sewer infrastructure to serve other properties,

WHEREAS, the Developer of the Homestead Subdivision has acquired some of the easements necessary for construction of the sewer improvements, but has not been able acquire them all, and

WHEREAS, the Developer of the Homestead Subdivision has requested the City assist in acquiring the remaining easements,

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the Agreement with Developer for acquisition of the easement necessary for the construction of Public Improvement in order to provide the infrastructure to serve other properties outside the boundary of the proposed Homestead Subdivision plat.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute the agreement with Developer for easement acquisition associate with construction of Public Improvement with ILF N-T Owner, LP for infrastructure that will serve properties outside of the Homestead Subdivision and to defer construction of public improvements, generally in the form attached, subject to changes approved by the City Manager and City Attorney.

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 ADOPTED, this 26th day of May, 2020.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

WHEREAS, the City finds that it is in the best interest of the City to enter into the Agreement with the Owner for acquisition of the easement necessary for the construction of Public Improvement in order to provide the infrastructure to serve other properties outside the boundary of the proposed Homestead Subdivision plat:

NOW THEREFORE, in consideration of the agreements set forth herein and for other reciprocal good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and stipulated by the Parties, the Owner and the City agree as follows:

1. Ownership of the Property. The Owner hereby represents and warrants that, as of the Effective Date, it has not conveyed, assigned, or transferred all or any portion of its interest in the Property to any other person or entity (any such person or entity referred to herein as “Purchaser”), nor is it a party to any contract or other understanding to do so that is not subject to this Agreement.

2. Acquisition of Easements; Covenants. The Owner and the City covenant and agree to the following:

- a) The Owner is obligated by Section 21.12.10 of the City’s Unified Development Code to construct, or cause to be constructed, sewer improvements.
- b) Construction of the sewer improvements requires acquisition of offsite easements and the Owner is required to bear the cost of easement acquisition. The Owner has not been able to acquire all of the necessary easements and has sought the City’s assistance in acquiring the remaining easements see **Exhibit B**. The Owner agrees to reimburse the City for all costs associated with acquiring the easements, including but not limited to the acquisition price and attorney’s fees. The Owner shall pay the City the amount required to purchase the easements in advance of the City closing on the purchase.

3. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C.)(2.) of the City’s Unified Development Code, and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

4. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

6. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

7. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Owner and the City. The Owner and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

8. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Owner:

ILF N-T Owner, LP, a Delaware limited partnership
500 Boylston Street, Suite 2010
Boston, MA 02116
Attention: Mr. Jesse Baker, Authorized Signatory

If to the City:

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

9. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

11. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.

12. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

[Signatures and acknowledgments on the following pages]

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Owner:

**ILF N-T OWNER, LP, A DELAWARE
LIMITED PARTNERSHIP**

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

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020 by _____, the _____ of ILF N-T Owner, LP on behalf of said limited partnership.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City: _____

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Mark Browne, City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2020 by Mark Browne, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

EXHIBIT A

The Property

Legal Metes and Bounds
and
Master Plan

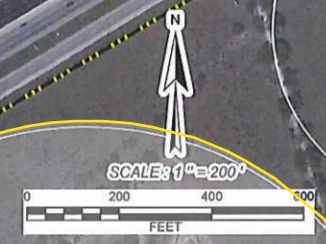
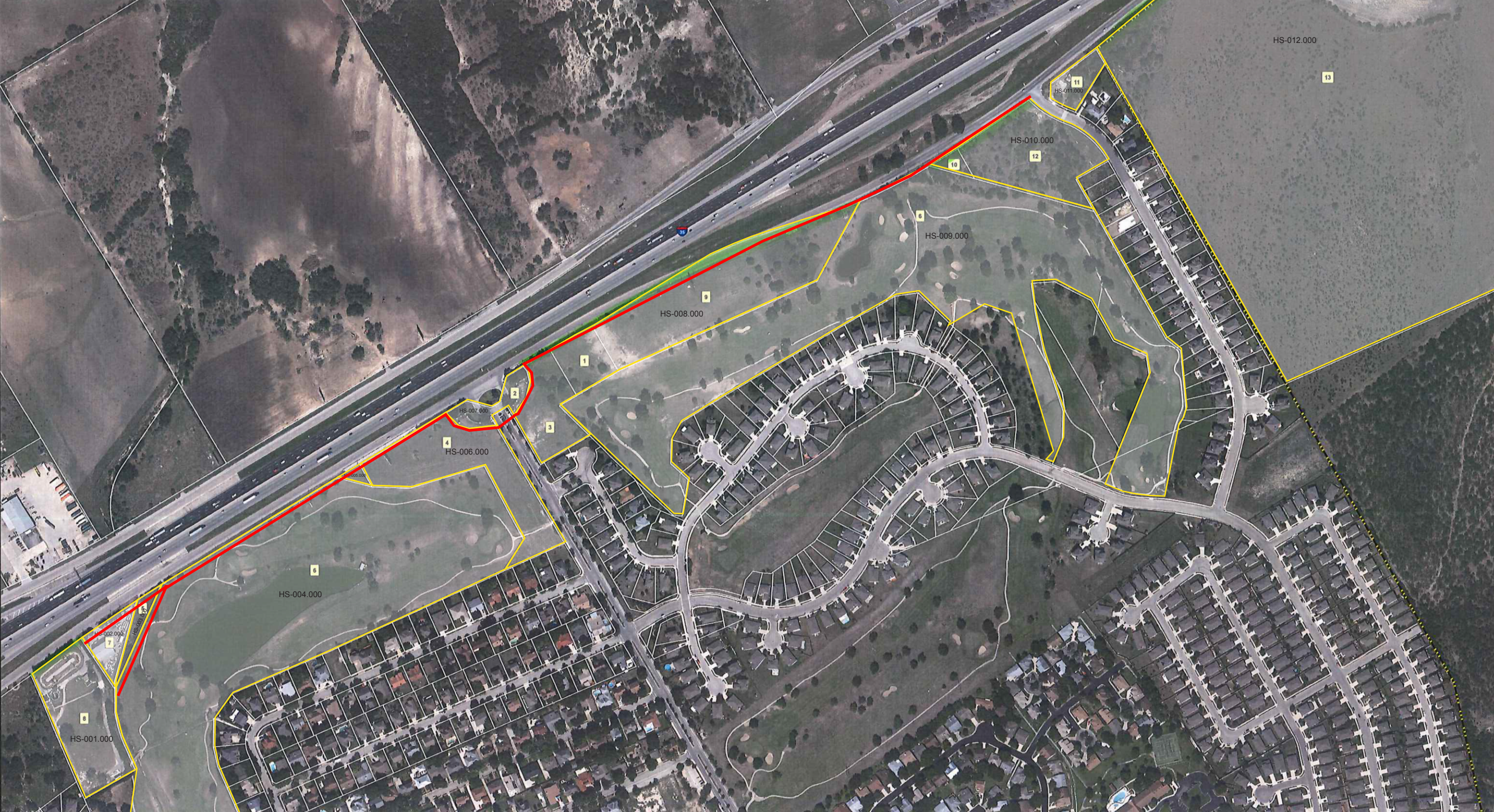
[See attached]

EXHIBIT B

The Easements

[See attached]

Property ID	Name	Legal Acres	Legal Description	Address Line1	Address Line2	City	State	Zip	GIS Acres
1	363447 SCHERTZ COMMERCIAL PARK LP	0	NORTHCLIFFE PLAZA, BLOCK 1, LOT 2		1155 DAIRY ASHFORD RD STE 725	HOUSTON	TX	77079	1.051035
2	75379 FAIRWAYS @ SCENIC HILLS HOA	0.812	A-175 SUR- 98 R GARZA, ACRES 0.812	% SPECTRUM ASSOCIATION MGMT	17319 SAN PEDRO AVE STE 318	SAN ANTONIO	TX	78232	0.844498
3	363446 SCHERTZ COMMERCIAL PARK LP	0	NORTHCLIFFE PLAZA, BLOCK 1, LOT 1		1155 DAIRY ASHFORD RD STE 725	HOUSTON	TX	77079	1.905857
4	75321 TURNER MICHAEL SCOTT	4.735	A-175 SUR- 98 R GARZA, ACRES 4.735		940 EIKEL ST	NEW BRAUNFELS	TX	78130	4.187845
5	110104 GREEN SIDE INVESTMENTS GROUP INC	0.119	A-175 SUR- 98 R GARZA, ACRES 0.119		22340 N INTERSTATE 35	NEW BRAUNFELS	TX	78132	0.417379
6	75381 PATE CHEN INVESTMENTS LLC	56.48	A-175 SUR- 98 R GARZA, ACRES 56.48	% DIEGO A LOPEZ	5301 COUNTRY CLUB BLVD	CIBOLO	TX	78108	58.627841
7	75318 THIRTY FIVE INVESTMENTS LTD	0.705	A-175 SUR- 98 R GARZA, ACRES .705		5812 SAINT ANDREWS	SCHERTZ	TX	78108	0.824861
8	75317 GUADA BLANCO RVR AUTH	3.409	A-175 SUR- 98 R GARZA, ACRES 3.409		933 E COURT ST	SEGUIN	TX	78155	3.666838
9	75323 SCHERTZ COMMERCIAL PARK LP	5.1095	A-175 SUR- 98 R GARZA, ACRES 5.1095		1155 DAIRY ASHFORD RD STE 725	HOUSTON	TX	77079	6.634883
10	75316 SCHERTZ CITY OF	0.395	A-175 SUR- 98 R GARZA, ACRES 0.395		1400 SCHERTZ PKWY	SCHERTZ	TX	78154	0.237589
11	146928 FAIRWAYS @ SCENIC HILLS HOA	0	FAIRWAYS AT SCENIC HILLS 3B (THE), BLOCK 17, LOT 27	% SPECTRUM ASSOCIATION MGMT	17319 SAN PEDRO AVE STE 318	SAN ANTONIO	TX	78232	0.723719
12	81296 SCHERTZ CITY OF	0	A-685 SUR-257 J F ZEPEDA		1400 SCHERTZ PKWY	SCHERTZ	TX	78154	3.821591
13	81298 MFP REALTY LP	64.778	A-685 SUR-257 J F ZEPEDA, ACRES 64.778, A-182 SUR-258 C M GAHAGAN		755 E MULBERRY AVE STE 600	SAN ANTONIO	TX	78212	64.716256



K&W
ENGINEERS + SURVEYING
 5427 PANASAS PKWY, SUITE 200
 SAN ANTONIO, TEXAS 78227
 PHONE (210) 978-8444
 FAX (210) 978-8441

REVISIONS	ISSUE DATE

NORTEX
 OWNERSHIP

File ID: s010m
 GIS: 1016025-Ownership_24x25.mxd

CITY COUNCIL MEMORANDUM

City Council Meeting: May 26, 2020
Department: Purchasing & Asset Management
Subject: Resolution No. 20-R-54 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz adopting a revised purchasing policy and other matters in connection therewith. (C. Kelm/J. Gohlke)

BACKGROUND

On May 12, 2020, the Purchasing Department presented a workshop to Council outlining proposed revisions to the Purchasing Policy to align with State Local Government Code. These recommendations included the removal of the requirement to bring cumulative purchases over \$50k with a single vendor to council for authorization and the increase of the small dollar purchasing authority from \$1000 to \$3000.

These changes have now been made to the written policy, and we are seeking Council to adopt the revised purchasing policy in order to repeal any previous resolutions contradicting the revised policies.

GOAL

To implement a revised purchasing policy bringing the City into alignment with Local Government Code.

COMMUNITY BENEFIT

The revised purchasing policy will increase efficiencies for Staff and reduce delays to projects.

SUMMARY OF RECOMMENDED ACTION

Staff recommends council approve Resolution 20-R-54.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends council approve Resolution 20-R-54.

Attachments

Resolution 20-R-54
Purchasing Policy

RESOLUTION NO. 20-R-54

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS
ADOPTING THE PURCHASING POLICY AND OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City adopt a revised purchasing policy aligning City Policy with Local Government Code; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve these polices attached hereto as Exhibit A; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS
THAT:

Section 1. The City Council hereby approves the Purchasing Policy set forth as Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 26th day of May 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

_____ **AGREEMENT**

CITY OF SCHERTZ



PURCHASING POLICY



1400 SCHERTZ PARKWAY, SCHERTZ, TEXAS 78154

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1. INTRODUCTION

The purpose of this policy is to establish and describe the basic procurement philosophy and processes under which the City of Schertz (“the City”) operates. This established procurement framework provides for the planned and consistent approach of cost-effectively obtaining the necessary goods and services required to operate City departments in order to maintain service at appropriate levels. Additionally, the policy outlines the consistent and ethical processes and procedures that will demonstrate the City’s commitment to procuring goods and services in a fair, transparent, effective and legally compliant manner. The processes used to procure goods and services should always provide the best value (price and quality) for the City, while providing an open and fair process for vendors.

This policy will apply to all procurements funded by the City of Schertz, bond funds, and other funds unless specifically exempted by applicable law or by City policy. The exceptions are limited to items listed in Section 7, as well as certain professional services, real property, and leases that, because of their nature, are not conducive to normal purchasing routine. These procurements shall be made under the direction of the City Manager or designee.

This policy is effective immediately upon issuance, and supersedes all previous purchasing policy instructions or directives.

2. ROLE OF THE PURCHASING DEPARTMENT

The Purchasing Department is charged with the overall responsibility for issuing solicitations and negotiating with sources on matters relating to price, delivery, vendor selection and execution of contracts in accordance with the City Policy, State of Texas Statutes, and applicable Federal government requirements. The Purchasing Department will provide the initial contact point for directors, managers, staff, suppliers, consultants, and the public interested in information on the City’s activities. It will oversee and supervise the issuance, receipt, and opening of all offers and proposals that are submitted relative to the purchase of equipment, materials, supplies, and surplus disposal. The Purchasing Department shall maintain purchase history information files, as well as documentation of all transactions. The Purchasing Department will participate in negotiations, where appropriate, with user departments, project managers, consultants or contractors relative to specifications and contractual responsibilities. This will facilitate the thorough understanding and preparation of specifications or contract terms and conditions. The Purchasing Department will participate with user departments in establishing clear, concise, nonrestrictive specifications and instructions to be utilized in procurement. City consultants and/or project managers, when conducting the “request for quote” or bid processes, shall coordinate with the Purchasing Department for all approvals to bid, advertisements and bid opening dates, as well as resulting purchase orders or contracts. The Purchasing Department shall promote and maintain good vendor, inter-departmental and community relationships.

3. PROCUREMENT STANDARDS

a. Ethics:

The City shall maintain the best possible relationship with all vendors. The goodwill of sources and the reputation of the City will be promoted by:

- i. Keeping competition fair and open.
- ii. Maintaining consistent procurement policies and principles.
- iii. Observing strict truthfulness in all transactions and correspondence.
- iv. Respecting the confidence of sales personnel and their companies as to confidential or proprietary information, as well as being scrupulous about maintaining the highest level of business ethics when dealing with sources and City departments.

b. Conflicts of Interest:

- i. Affiliates (e.g., business concerns, organizations or individuals) and employees of the City are prohibited from submitting offers for or participating in any contract for City purchases from which they would financially benefit, directly or indirectly. No affiliate or employee of the City shall seek to influence in any manner the award of a contract or purchase of a product or service from any vendor. Affiliates and employees must immediately disclose to the City of any silent partnership, proprietorship, employment, relationship or other involvement in a prospective contract or procurement.
- ii. Acceptance of gifts by employees from sources or potential sources at any time is strictly prohibited, except for that which would be defined as *de minimus* by the Internal Revenue Service (IRS). Employees must not accept any gifts that create an obligation to any source and shall not conclude any transaction from which they benefit, directly or indirectly. City employees are not to participate in any type of extravagant entertainment with a supplier, customer, consultant, or contractor. These restrictions do not include entertainment such as business meals, company sponsored dinners, etc., which are customary and proper under the circumstances, as long as they are consistent with good business ethics and do not place the recipient under an obligation of any kind.

Employees may not solicit or accept gratuities such as any type of compensation, contribution, emolument, offer of employment, loan, reward, rebate, gift, money, lodging, service, or “other thing of value,” except as specifically outlined in this section.

- iii. Employees who do not comply with this policy may be subject to disciplinary action in accordance with the City’s Discipline policy.

c. Purchasing Department Personnel:

When potential conflict with an existing procurement regulation is suspected, or legal assistance is advisable, it is the responsibility of the Purchasing Department to notify the Department, Project Manager, Assistant City Manager, and/or City Manager.

d. City Employees:

All City employees are required to file a City of Schertz Conflict of Interest Form with the Purchasing Department if any family member is conducting, will conduct, or plans to conduct business with the City of Schertz. The form will be filled out annually (once a year) and filed with the Purchasing Department no later than October 1 of each year in which the family member begins discussions, correspondence, negotiations, submits an application or responds to a bid or proposal.

e. Contractors:

A person or business, and their agents, who contract with the City or who seek to contract with the City are required by Texas Local Government Code, Chapter 176, to file a conflicts disclosure questionnaire (Form CIQ) created by the Texas Ethics Commission which is available online at www.ethics.state.tx.us. The form must be filed with the City no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the city. Such person and businesses, and their agents, must also file an updated questionnaire not later than September 1 of each year in which the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the City and within seven (7) days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated, complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

f. Elected and Appointed Officials:

Elected and appointed officials are required to file with the Purchasing Department the state-mandated Conflicts Disclosure Statement as enumerated below:

- i. Officers of the City and its boards and commissions (including the Economic Development Corporation) must file a "conflicts disclosure statement" (Form CIS) with the Purchasing Department within seven days of becoming aware of:
 - 1. The officer or a family member of the officer has an employment or business relationship that results in taxable income with a person who

has executed a contract with the City or with whom the City is considering doing business; or

2. The officer or a family member of the officer has accepted one or more gifts (other than food, lodging, transportation, or entertainment) with an aggregate value of \$250 in the preceding 12 months from a person who has executed a contract with the City or who is being considered for business with the City.
3. A family member is defined as a person related to another person within the first degree by consanguinity (blood) or affinity (marriage) which includes a spouse, father, mother, son, daughter, father-in-law, mother-in-law, etc.
4. The conflicts disclosure statement (Form CIS) has been created by the Texas Ethics Commission and is available online at www.ethics.state.tx.us. Failure to disclose information is a Class C misdemeanor punishable by a fine not to exceed \$500.

4. PROCUREMENT AUTHORITY

The City Manager or one of the City Manager's Designees has authority to approve procurements in the amount of \$49,999.99 or less provided these expenditures are part of the City's budget and do not require a budget transfer.

Contracts for the purchase of goods and services involving an expenditure of \$50,000 or greater require the approval of the City Council, whether or not the purchase has been obtained through a competitive bidding or RFP procedure. Council will approve all contract awards or reject all bids, if a contract will not be awarded following a formal solicitation.

5. PURCHASING THRESHOLDS

a. Purchases Less Than \$3,000

Department head or designee may exercise discretion regarding the procurement of goods or services less than \$3,000. Competitive quotations, formal bidding or a bid tabulation sheet are not required, but competition is recommended. The Department Head or designee must initiate and approve the purchase order prior to actual purchase, unless the purchase is being made in accordance with the approved Credit Card Policy or when making the purchase from a vendor with an approved City Account as referenced in Addendum A of the Credit Card Policy.

b. Purchases Greater Than \$3,000 But Less Than \$25,000

User departments are responsible for obtaining a minimum of three informal telephone, email, fax or online quotes for goods or services when the total estimated cost is within the \$3,000 to \$24,999.99 range with exceptions as authorized by this policy. The quotes must be documented on a bid tabulation sheet and filed with purchase order documentation.

Procurement of services in an amount less than \$25,000 will generally be accomplished with a Purchase Order (PO).

For all purchases greater than \$3,000 but less than \$25,000, staff must obtain quotes from at least two (2) Historically Underutilized Businesses (HUB) located in Guadalupe County on a rotating basis. If a HUB cannot be identified, the City is exempt from this requirement.

c. Purchases Greater Than \$24,999.99 But Less Than \$50,000

User departments are responsible for obtaining a minimum of three informal written quotes for goods or services when the total estimated cost is within the \$25,000 to \$49,999.99 range with exceptions as authorized by this policy. The quotes must be documented on a bid tabulation sheet and filed with purchase order documentation.

Procurement of services in an amount greater than \$25,000 will require a written contract prepared by the Purchasing Department.

For all purchases greater than \$24,999.99 but less than \$50,000, staff must obtain quotes from at least two (2) Historically Underutilized Businesses (HUB) located in Guadalupe County on a rotating basis. If a HUB cannot be identified, the City is exempt from this requirement.

d. Purchases Greater Than \$50,000

The Texas Local Government Code requires either competitive bidding or competitive Requests for Proposals (“RFP”) for City purchases exceeding \$50,000.00 with few exceptions. City employees are prohibited from making "separate, sequential, or component purchases to avoid the competitive bidding requirements". **A violation of these prohibitions is a Class B misdemeanor (\$1,000 fine and/or 180 days in jail), and conviction resulting in immediate removal from office or employment and ineligibility for other public office or employment for four (4) years after the date of conviction.**

Departments shall consult with the Purchasing Department on the proper procurement process to obtain goods and services greater than \$50,000.

Detailed specifications and statements of work (SOW) will be developed by the Department, in consultation with the Purchasing Department. The Purchasing Department will coordinate all formal solicitations, in accordance with State of Texas and local statutes. Component orders or contracts, each less than \$50,000, but which in the aggregate exceed that amount, and which reasonably should be included in the one order or contract shall not be used to avoid the prohibition of Statutes.

All Purchases \$50,000 or greater require approval by City Council and the Purchasing Office prior to processing. The approved resolution number should be included in the Purchase Order notes.

HIGH TECHNOLOGY PURCHASES: "High technology item" means a service, equipment, or good of a highly technical nature, including:

- a. data processing equipment and software and firmware used in conjunction with data processing equipment;
- b. telecommunications, radio, and microwave systems;
- c. electronic distributed control systems, including building energy management systems; and
- d. technical services related to those items.

High technology purchases will be accomplished using a RFP process where the anticipated expense is in excess of \$50,000.00. The Texas Local Government Code requires that the relative importance of price and other evaluation factors be specified in the RFP. All RFP's will be prepared in cooperation with the User Department, Information Technology and the Purchasing Department.

PROFESSIONAL SERVICES: "Professional Services" are those services which involve mental or intellectual skills, usually accompanied by formal certification or licensing by a state agency, such as accounting, architecture, land surveying, engineering, medicine, real estate appraisal services. Section 2254 of the Government Code prohibits the purchase of professional services using competitive bidding requirements. User departments will select professional service consultants on the basis of demonstrated competence and qualifications, and will negotiate fees on the basis of what is fair and reasonable for the type of services, rather than on a "low bid" basis. Except for architect, engineer and surveyor services as discussed below, both price and qualifications can be considered in selecting consultants.

For the professional services listed above involving an anticipated expenditure of more than \$50,000, user departments are encouraged to use a formal solicitation process in coordination with the Purchasing Department but it is not mandatory.

ARCHITECTS/ENGINEERS/SURVEYORS: Procurement of architectural, engineering or surveying services is two-step process. The first step involves the initial selection of the most highly qualified provider of the services based on demonstrated competence and qualifications (and not considering price); and the second step involves negotiation of a fee with the selected provider at a fair and reasonable price. If a contract cannot be successfully negotiated with the most highly qualified provider of services, then the contract negotiations will be formally ended and negotiations with the second most qualified provider may be undertaken, and so forth. It is important to keep in mind that price may not be considered in the initial selection of an engineer, architect or surveyor.

CONTRACT AMENDMENTS: All contract amendments will be approved by the City Council if the contract was originally approved by the City Council, or if amendment amount will take the total contract value above \$50,000.

ALTERNATIVE PROJECT DELIVERY METHODS FOR CONSTRUCTION PROJECTS: The alternatives to the basic competitive bidding model of construction procurement are best-value competitive bidding, competitive sealed proposals, design-build, construction management-agent, construction management at-risk, and job order contracting.

Alternative project delivery methods, as defined in the Local Government Code, Chapter 271, Subchapter H, may be used as applicable.

6. EXEMPT PURCHASING FUNCTIONS

State law provides few exemptions from competitive bidding requirements. The City encourages the use of making certain exempt purchases using an RFP procedure even though such a procedure may not be required under state law.

a. Emergency Purchases:

Emergency purchases are those procurements necessary due to public calamity, to act at once to relieve the hardship of the citizens or to preserve the property of the City, to preserve or protect the public health or safety of the citizens, or when it is due to unforeseen damage to public property, machinery, or equipment.

- i. When emergency procurement of materials or services is required, the Department Head will consult with the Purchasing Department and obtain approval from the Assistant City Manager prior to any procurement action.
- ii. If an Assistant City Manager is not available, the Department Head will obtain only those materials or services absolutely critical to restore or re-establish essential City services. The Department Head must advise the Purchasing Department and the Assistant City Manager of these actions as soon as possible.
- iii. With approval by the City Manager or one of the City Manager's Designees, specific procurements (\$50,000 or more) may be outside the sealed bid process in the event of an emergency. The Purchasing Department must be notified of the emergency situation as soon as possible.
- iv. Staff will seek and obtain approval of the City Council for emergency procurements in excess of \$50,000 as soon as possible.
- v. In the event of a declared local state of disaster or public health emergency, as authorized by City of Schertz Charter and Ordinance No. 00-M-36, please refer to the disaster purchasing policies included in the City's Emergency Management Plan, Annex M – Resource Management.

b. Sole Source Purchases:

State laws allow for a limited exemption from competitive bidding for the purchase of goods where the functional requirements of the City can be satisfied by only one source.

This applies to purchases where competition is precluded such as:

- i. The existence of patents, copyrights, secret processes or natural monopolies;
- ii. The purchase of films, manuscripts or books; purchases of gas, water, and other utility services; and
- iii. The purchase of captive replacement parts or components for equipment.

A product is eligible for sole source purchase only when there is a significant functional difference between the product and other similar products on the market, and when the item is available only from one vendor. The following are not sufficient justifications for a sole source purchase:

- i. A product is made by only one manufacturer, if products from other manufacturers are available that perform a similar function.
- ii. A particular name brand of product is preferred over other brands.
- iii. Only one local vendor offers a product, if other vendors who offer the product can meet the City's needs.

All requests for sole source purchase require a sole source justification form be completed and approved by the Purchasing Department prior to any procurement action.

c. Cooperative Purchasing:

The City may enter into cooperative buying agreements with other local government agencies in accordance with the State of Texas Interlocal Cooperation Act of 1971. Use of co-ops should be coordinated through the Purchasing Department. When co-ops are used, bids are not required. However, employees are expected to use due diligence to ensure best value for the City. cursory checks should be completed to ensure that cooperative pricing is competitive and in line with market value. An approved purchase order referencing the Group Purchasing Cooperative Contract and Contract Number is required before any purchase can be finalized.

d. Exempt Purchases:

Local Government Code Chapter 252.022 expressly exempts certain purchases from competitive procurement requirements. Purchases made under this exemption do not require formal consent of the City Council. The following are considered exempt:

- (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
- (4) a procurement for personal, professional, or planning services;
- (5) a procurement for work that is performed and paid for by the day as the work progresses;
- (6) a purchase of land or a right-of-way;
- (7) a procurement of items that are available from only one source
- (8) a purchase of rare books, papers, and other library materials for a public library;
- (9) paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
- (10) a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
- (11) a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;
- (12) personal property sold:
 - (A) at an auction by a state licensed auctioneer;
 - (B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
 - (C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or

(D) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

(13) services performed by blind or severely disabled persons;

(14) goods purchased by a municipality for subsequent retail sale by the municipality;

(15) electricity; or

(16) advertising, other than legal notices.

7. EQUIPMENT AND VEHICLE PURCHASES

- a. All equipment and vehicle purchases will be coordinated through the Fleet Department. Once the Fleet Department has approved the specifications, the Purchasing Office will coordinate the bidding process and issue the Purchase Order.
- b. Vehicle purchase, receipt and outfitting must be processed through Fleet and the Purchasing Department to ensure proper operation, registration, vehicle markings, and insurance requirements are met. This applies to all vehicles regardless of which Department or funding source made the purchase.
- c. All vehicles shall be delivered to the Fleet Department. Fleet will not release the vehicle until all requirements are met.

8. PETTY CASH PURCHASES:

- a. Petty cash may be used for emergency acquisition of supplies and/or services when the vendor will not accept a purchase order or procurement card. It is also used for attendance at luncheons, meetings, etc., where “cash only” is the normal method of payment.
- b. No item purchased with petty cash funds may exceed \$100.
- c. All petty cash purchases must be supported with a receipt and written justification for the purchase.
- d. Individuals authorized to maintain petty cash accounts can get their accounts replenished by submitting a Purchase Order and attaching all relevant receipts as back-up to the Finance Department.

9. SPECIAL PROCEDURES FOR PUBLIC SAFETY SPECIFIC ITEMS:

- a. Any items that require special licensing to order, including but not limited to such items as medical supplies, medicines, firearms and ammunition, chemicals, etc., will be ordered by an authorized individual in the department.
- b. The person who holds a valid license to make such purchases must still coordinate with the Purchasing Department to ensure the best source of procurement.
- c. After the Purchasing Department has determined the best source of procurement, the license holder will prepare the appropriate purchase order, in accordance with this policy.

10. INSURANCE REQUIREMENTS:

The City may require certain insurance coverage to be provided by contractors, vendors and consultants. In general, if a service is being provided on City property, proof of insurance is required. Specific insurance requirements are incorporated into bid documents and specifications for each bid, proposal, or “request for purchase.” Insurance requirements are reviewed periodically to determine the appropriateness of coverage and values.

11. FIXED ASSETS

The City is responsible for keeping records of all of its fixed assets. All new assets which have an original cost of \$5,000 or more and an estimated life span of greater than one (1) year are fixed assets and will be added to the fixed assets records. All duties and responsibilities related to fixed assets inventory records are supervised by the Purchasing Department. Cooperation from department directors and division managers throughout the City is necessary if the system is to work; however, this effort is centrally organized, monitored, and reported by the Purchasing Department staff. Departments should submit a copy of the Purchase Order for a Fixed Asset to the Purchasing Department.

12. SURPLUS

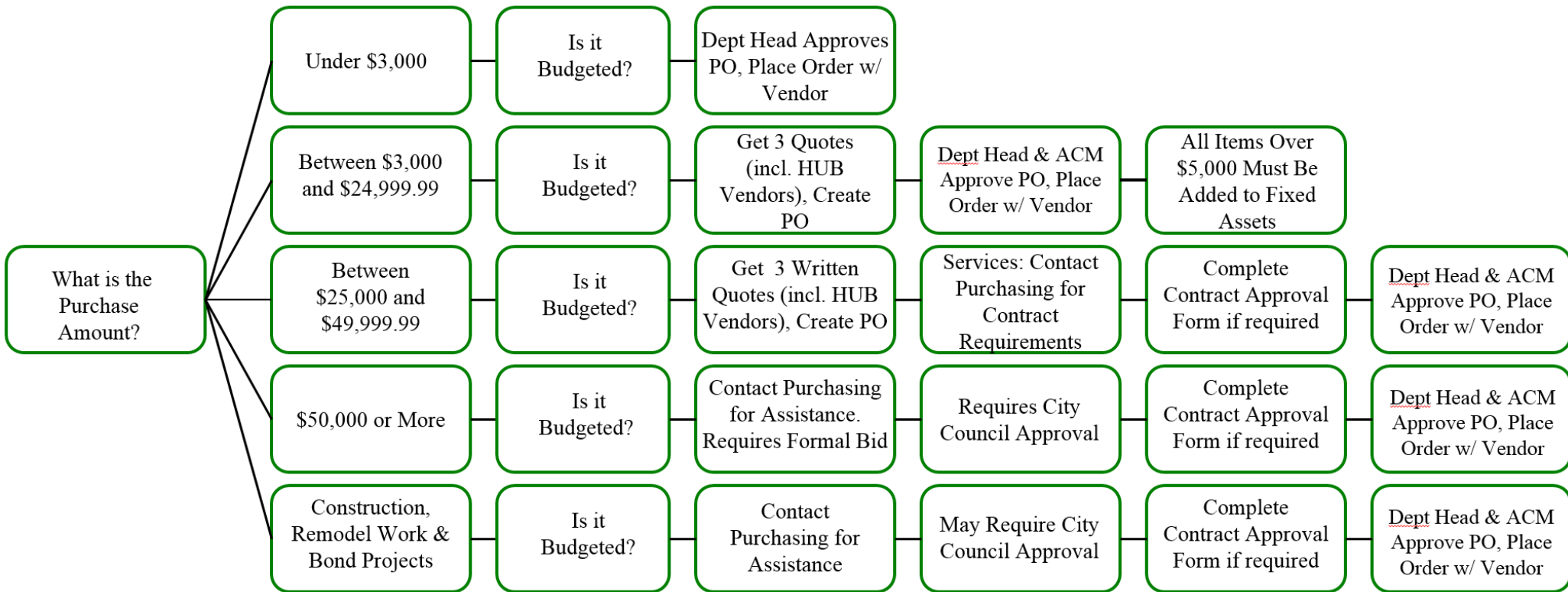
Individual Departments must contact the Purchasing Department for assistance with asset disposal. Surplus items will only be accepted with the proper forms and with advance notice and approval by the Purchasing Department. The Purchasing Department will determine if an item is surplus or salvage property.

13. CONSIDERATION OF LOCATION OF BIDDER’S PRINCIPAL PLACE OF BUSINESS

For purchases of \$50,000 and over, where competitive sealed bids are used, a bid received from a bidder whose principal place of business is located within the City limits may be approved if the bid is within 3% of the lowest bid price received from a bidder outside the City limits, provided that said bid meets all qualifications and specifications and provides the best value to the City.

ATTACHMENT A

Purchasing Decision Tree



ATTACHMENT B

Sourcing Strategy

Identifying a need properly is important; however, determining how best to meet that need is of equal importance. Needs can be met by a multitude of sources.

These basic classifications are:

- Insourcing: process of completing a business function in-house.
- Outsourcing: process of contracting out a business function to an external entity.
- Multi-sourcing: a strategy that distributes a function such as IT or Finance, as a portfolio of activities, some of which are performed internally and some of which are external.

In order to determine if a service should be insourced, outsourced, or multi-sourced, the following criteria should be considered:

- Efficiency of cost vs value;
- Effectiveness in meeting the need;
- Expertise needed to solve the problem;
- Workload timing of insourced staff availability;
- Workload volume of insourced staff to continue to provide service;
- Scalability of the solution to adjust to demand; and
- Mandated compliance requirements.

A Case for Insourcing:

There are several sources of solutions for needs that are not currently met by the City. Some may be derived internally. For a short-term need such as a storm damage cleanup of fallen trees, this can be accomplished by one of two means, temporary reassignment of staff or increase in the hours worked. Both have costs to the City; however, the short-term nature of the need does not require an extended cost commitment on departments if personnel and equipment resources are available. Long-term needs, however, may require a different approach.

A Case for Outsourcing:

For example, instead of storm damage cleanup of trees, City properties may have suffered a blight such as oak wilt. The mitigation would require extended specialized and technical capability to handle such a situation. In this case, the time committed to such a project might stretch in-house resources beyond the ability to effectively combat the issue. The City may hire additional staff to confront the issue however, after the issue is resolved, additional staff would require a long-term commitment of financial and administrative resources. This need could effectively be outsourced to a firm with the specialized technical skills and equipment to quickly and professional mitigate the issue. After the project is complete, the expenditure commitment is ended.

Contact the Purchasing Department for assistance with sourcing.

ATTACHMENT C

Standard Insurance Requirements

Worker’s Compensation*	Statutory
Employer’s Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General (Public) Liability insurance to include coverage for the following: a. Premises Operations b. Independent Contractors** c. Products/Completed Operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence. \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and property Damage of \$1,000,000 per occurrence
Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums, which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, error, or omission in the performance of professional services.
*Alternate Plans must be approved by CITY’S Risk Manager	
**If applicable	

All insurance policies are to contain or be endorsed to contain the following required provisions:

- The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability (not applicable to workers’ compensation and professional liability policies);
- A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies;
- All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.

Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.

CITY COUNCIL MEMORANDUM

City Council Meeting: May 26, 2020
Department: Emergency Medical Services
Subject: Resolution No. 20-R-49 - Consideration and/or action approving a Resolution by the City Council of Schertz, Texas authorizing EMS Charity Care adjustments and other matters in connection therewith. (C. Kelm/J. Mabbitt)

BACKGROUND

On August 27, 2019, City Council approved the Schertz EMS Charity Care Policy. Approving the Charity Care Policy benefits our citizens who do not have insurance and do not have the ability to pay for ambulance services. In the past, these accounts were sent to collections and written off throughout the year with little expectation to recover any revenue.

GOAL

The City has been participating in the Texas Ambulance Services Supplemental Payment Program (TASPP) since 2015. This program reimbursed the City for losses incurred when providing services to patients who have Medicaid and the uninsured. Beginning on October 1, 2019, this program moved away from reimbursing uninsured and Medicaid patients and is only reimbursing based on charity care.

The City will apply for reimbursement for a portion charity care write-offs in FY 20 beginning in FY 21.

COMMUNITY BENEFIT

Our charity care policy benefits those who cannot afford ambulance services and having a Charity Care Policy allows the City to apply for reimbursement for a portion of those funds that are written off.

SUMMARY OF RECOMMENDED ACTION

N/A

FISCAL IMPACT

119 accounts for a total of \$143,539.00 will be written off based on the EMS Charity Care Policy. It is estimated that EMS will be eligible for reimbursements up to \$100,000 in FY21 for all the predicted accounts written off.

Call Originated In	Total Amount
Schertz (57 accounts)	\$64,487
San Antonio (1 accounts)	\$1,738
Cibolo (13 accounts)	\$17,016
Universal City (20 accounts)	\$27,432

New Braunfels (4 accounts)	\$6,098	
Live Oak (11 accounts)	\$12,406	
Converse (1 accounts)	\$1,266	
Marion (2 accounts)	\$3,684	
Selma (6 accounts)	\$6,072	
UCC/Garden Ridge (4 accounts)	\$3,340	
		\$143,539

RECOMMENDATION

Staff recommends City Council approve Resolution 20-R-49

Attachments

Resolution 20-R-49
Schertz EMS Billing Policy

RESOLUTION NO. 20-R-49

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EMS CHARITY CARE ADJUSTMENTS AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Schertz EMS provides ambulance services to the City of Schertz and other surrounding communities and emergency services districts; and

WHEREAS, The City of Schertz EMS has been participating in the Texas Ambulance Services Supplemental Payment Program (TASSPP) since 2015; and

WHEREAS, The Centers for Medicare and Medicaid Services requires a charity care policy to continue participating in TASSPP; and

WHEREAS, the City Council has determined that it is in the best interest of the City to have a charity care policy; and

WHEREAS, the City staff has recommended that the City maintain biannual charity care adjustments for accounts meeting the Schertz EMS Charity Care Policy.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the charity care write off for 119 accounts in the amount of \$143,539.00.

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

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

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

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

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

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

PASSED AND ADOPTED, this 26th day of May, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Schertz EMS Billing Policy

Schertz EMS is committed to providing the best care to patients in the cities that we serve. Our fees include a base charge for the transport and a mileage fee. These fees are approved annually by Schertz City Council. Schertz EMS accepts assignment from all third-party payers. We will make every attempt to bill and collect from the patient's insurance company. Medicare, Medicaid and most commercial insurance cover ambulance transportation that is medically necessary. Insurance companies pay claims based on the type of coverage each individual policy provides. Schertz EMS does not have contracts with insurance companies; therefore we do not waive the unpaid portion of the bill which includes the co-pay, co-insurance or the deductible.

Fees

Response Services	
Aid Call	\$ 200.00
Air Medical Assist Call	\$ 700.00
BLS Non- Emergency	\$1,090.00
BLS Emergency	\$1,210.00
ALS Non-Emergency	\$1,230.00
ALS Emergency No Specialty Care	\$1,440.00
ALS Emergency W \ Specialty Care	\$1,600.00
Mileage, per mile	\$ 20.00

Passport to Care Subscription Program

Oftentimes insurance companies deny payment for specific services or will only cover a portion of the fees actually billed. In order to offset the cost of ambulance service charges, Schertz EMS offers an opportunity of enrollment in our ambulance subscription program. For a nominal annual fee per year, per household, subscribers will be covered from out of pocket expenses such as deductibles and co-payments or from services not covered by insurance companies.

Passport to Care Subscription Rates

	Insured	Not Insured
Single	\$50.00	\$65.00
Family	\$60.00	\$75.00

CHARITY CARE POLICY:

The City of Schertz EMS Department may provide healthcare services to patients without the expectation of reimbursement (charity care services) if the patient meets the charity care guidelines below, and is determined to be eligible to be a charity care patient. Charity care services do not include bad debt, payment shortfall(s), insurance allowances, courtesy allowances, or reductions given to patients who do not meet the provider’s charity care policy or financial assistance policy.

Charity care services become effective as of October 1, 2019, and will only be available as long as the State of Texas provides reimbursement for charity care services through the Texas Ambulance Services Supplemental Payment Program/Medicaid 1115 Waiver, or similar means of reimbursement.

The City of Schertz EMS Department may change the charity care determination criteria under Section 2. II. on a regular basis and will maintain the current criteria.

CHARITY CARE POLICY GUIDELINES:

1. The City of Schertz EMS Department must determine each patient’s ability to pay for the ambulance services provided before classifying the patient as a charity care patient. If the patient does not have the ability to pay for the ambulance services, the City of Schertz EMS Department may determine the patient as a charity care patient.

To determine a patient’s ability to pay, the City of Schertz EMS Department shall:

- I. gather patient information during and/or after the services are provided, as applicable given the patient’s condition. This may include the issuance of one or more requests for information with the patient to obtain information necessary for the City of Schertz EMS Department to determine the patient’s ability to pay for the ambulance services provided. During communication with a patient, the City of Schertz EMS Department shall include information about its charity care services;
- II. undertake an insurance discovery process to identify if the patient has third party insurance including Medicaid, Medicare, or other forms of insurance; and,
- III. undertake reasonable collections efforts to verify and/or yield essential information about the ability of the patient to pay for the ambulance services provided.

2. The City of Schertz EMS Department may classify the patient as a charity care patient if the following occur:

- I. The current revenue cycle process results in one or more of the following:
 - a. the patient does not provide evidence of insurability, or the City of Schertz EMS Department is unable to obtain information from the patient during the requests for information in 1. I. within a 30-day period. The lack of a response by the patient may be considered an affirmation that the

patient does not have third party insurance and does not have the ability to pay for the ambulance services provided;

b. the insurance discovery process in 1. II. determines that the patient does not have a third party insurance product that will pay for the ambulance services provided. The lack of insurance or having an insurance product that does not pay for ambulance service may be considered by the City of Schertz EMS Department as a determinant that the patient does not have third party insurance and does not have the ability to pay for the ambulance services provided; or,

c. the collections effort in 1. III. results in no payment, or minimal payment, from the patient over a 30-day period. Receiving no payment or minimal payment from the patient may be considered by the City of Schertz EMS Department as a determinant that the patient does not have third party insurance and does not have the ability to pay for the ambulance services provided;

II. The payment predictor model indicates that a patient does not have a high likelihood of payment as identified by the following classifications:

a. results indicate a low, medium, or non-classified designation

1) low designation results are identified as "L" (red)

2) medium designation results are identified as "M" (yellow)

3) non-classified designation results are identified as "NC" (red) and indicates that there is insufficient patient information to adequately determine likelihood of payment, thus indicating a low likelihood of payment

3. The City of Schertz EMS Department may also classify the patient as a charity patient if:

I. The service to an insured patient is denied by the insurance provider as not covered;

II. The City of Schertz EMS Department is notified that the patient has been granted charity care by the sending or receiving hospital; or,

III. The City of Schertz EMS Department is notified that the patient is deceased and there are no additional remedy options that may be pursued.

4. Once the City of Schertz EMS Department determines the patient is a charity care patient, the City of Schertz EMS Department will make no further attempts to collect from the patient.

5. The ambulance services provided to the charity care patient shall be valued at 100% of the net cost of providing those services by the City of Schertz EMS Department.

Payment Plans

Schertz EMS will accept payment plans if the need arises. A minimum of \$25 per month will be accepted on a case by case basis. Payment plans will be setup with the EMS Billing Department.

Prompt Payment Reduction

A prompt payment reduction of 25% will be offered to those who receive an invoice, after insurance applies payment, and make payment in full within 30 days of the invoice date.

Collection Agency

Patients will be sent to collections after 105 days of non-payment or non-response. The collection agency will attempt to collect the debt with an additional 30% fee included with the amount owed.

Billing Adjustments

Bills of homeless patients who we cannot locate and deceased patients who do not have insurance or estates from which to recover EMS charges will be adjusted based on the charity care policy. Insurance and attorney requests for adjustments will be on a case by case basis.

CITY COUNCIL MEMORANDUM

City Council Meeting: May 26, 2020
Department: Facility & Fleet
Subject: Resolution No. 20-R-51 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into a contract agreement with Lou Jon Construction Company Inc. for the Public Safety buildings restrooms renovation project and other matters in connection therewith. (C. Kelm/T. Buckingham)

BACKGROUND

Fleet and Facility Services worked with Purchasing to send out an RFP to provide construction services for the remodel of the locker rooms. A number of the showers are leaking into the buildings and therefore are not being used. Likewise, toilet partitions are patched together and counter top area is out of code and showing its age.

This action is in line with Facility Services long term approach to provide safe, functioning, quality facilities to the City of Schertz personnel. One of the ways Facility Services plans to do this is by using outside contractors to handle larger projects that require a more concentrated and larger work effort than is available in house. This contract is in line with this approach and is part of the approved expanded project for FY 2019-2020.

Lou Jon Construction Services won the RFP with the highest score and a cost of \$224,075. Lou Jon has performed well on other projects this Fiscal Year in total of \$22,556.55. With the nature of remodeling projects and the time remaining in this year, it is requested that contractual relations with Lou Jon not exceed \$299,000.00 for the FY 2019-2020.

The contract with Lou Jon Construction Services will be \$224,075.00 for the remodel of the locker rooms at Police Station 1, Fire Station 1, and EMS Station 1

GOAL

To obtain authorization from City Council to enter into a contractual agreement with Lou Jon for the remodel of the locker rooms at Police Station 1, Fire Station 1, and EMS Station 1.

COMMUNITY BENEFIT

Having fully functioning facilities is a high priority for the City's Emergency Services. With the current health and safety codes properly functioning buildings are an asset. The benefit to the citizenry is tangible in the service that the Police, Fire and EMS provide.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council approves resolution 20-R-51.

FISCAL IMPACT

Funds are budgeted and available.

RECOMMENDATION

Staff recommends that Council approves resolution 20-R-51.

Attachments

Resolution 20-R-51

Lou Jon Agreement

Bid Tabulation

Photos

RESOLUTION NO. 20-R-51

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH LOU JON CONSTRUCTION COMPANY INC. FOR THE PUBLIC SAFETY BUILDINGS RESTROOM RENOVATION PROJECT AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the “City”) has identified buildings 6, 7, and 8, at 1400 Schertz Parkway for the renovation of their restrooms; and

WHEREAS, City staff conducted a Request for Qualifications to identify firms with the capabilities to complete the project; and

WHEREAS, City staff has identified Lou Jon Construction Company Inc. as the firm that is both qualified and provides the best value to the City; and

WHEREAS, City has dedicated Facility Services budgeted funds for the completion of this project. The contract amount for Lou Jon Construction Company Inc. is \$224,075; and

WHEREAS, the City will enter into contractual relationships with Lou Jon Construction Company in an amount not to exceed \$299,000.00 for the 2019-2020 Fiscal Year.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver an Agreement with Lou Jon Construction Company Inc.

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 ADOPTED, this 26th day of May 2020

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY OF SCHERTZ
SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and Lou Jon Construction Co. Inc (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work

- (A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”.
- (B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.
- (C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

- (A) The Contractor shall be paid in the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

Section 4. Time of Completion

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these

insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.
- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.
- (E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the

other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms.*

Scope of work:

In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Other Agreements between parties:

In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.

- (G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than five (5) days written notice

to the Contractor.

- (B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments

All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. 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.

Section 21. Right To Audit

City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals.

Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

[The remainder of this page is intentionally left blank.]

EXECUTED on this the _____ day of _____, 20__.

CITY:

CONTRACTOR:

By: _____
Name: Dr. Mark Browne
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz
Attn: Dr. Mark Brown, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

Lou Jon Construction Co Inc
1150 N. Loop 1604 W #108-611
San Antonio, Texas 78248
eric@loujon.net

Exhibit “A”

SCOPE OF WORK

Scope of Work

Contractor shall provide all equipment, supplies, and personnel needed to refinish the six (6) restroom and shower areas in the following Public Safety Buildings located at 1400 Schertz Parkway, Schertz, Texas 78154:

Police Department - Building 6

Fire Department Station 1 – Building 8

EMS Station 1 – Building 7

1.1 Renovations in all buildings shall include, but not limited to:

- New finishes thru-out to include floor tile, wall tile, paint, toilet partitions, counters, sinks, faucets at sinks and showers, mirrors, and toilet seats.
- Ceiling is 8- 9’AFF.
- Tile for the floor shall be regular 2” x 2” tile, color TBD
- Tile for the wall shall be 4” x 4”, color TBD
- Paint shall be semi-gloss and include a primer coat and two (2) coats of color, color TBD
- Toilet Partitions shall be phenolic. The lay out shall match existing layout.
- Contractor shall confirm layout is ADA compliant
- Counter tops shall be solid surface or granite
- Sinks shall be stainless, under mount
- Faucets shall be chrome, Chicago with lever handles for sink.
- Sink and Shower must be ADA compliant
- Ceiling is drywall, patch as needed
- Toilet Seats shall be matched to existing equipment
- Showers will need new backer board with fluid applied sealer and joint treatment, new pans, and full waterproof treatment

1.2 Renovations specific to Police Department shall include, but not limited to:

- Enlargement of the shower area.
- Demolition of a four (4) foot wall
- Fill in ceiling

1.3 Renovations specific to EMS Station 1 shall include, but not limited to:

- Keep two (2) showers
- Change wall lay out to remove and cut in two (2) doors, remove sixteen (16) feet of wall and replace with eight (8) feet of wall

- Repair ceiling
- Move one (1) shower head and faucet including the demolition of one (1) shower head and faucet and capping one (1) shower drain.

1.4 Renovations specific to Fire Department Station 1 shall include, but not limited to:

No additional work is required outside the standard.

1.5 Work to be performed by City in conjunction with Contractor

- Lights shall be replaced by City Staff with LED bulbs (work done under separate permit by the City of Schertz)
- All electric work will be performed by City Staff

Pricing for Services

Proposer shall include in Proposal a turnkey cost proposal for each aspect of the project.

Police Department Renovation	\$87,575.00
EMS Renovation	\$71,720.00
Fire Department Renovation	\$64,750.00
Total Project Cost	\$224,075.00

Project Completion Schedule

Proposer shall include in days, the amount of time it will take to complete each phase of the project

Police Department Renovation	30 Days
EMS Renovation	30 Days
Fire Department Renovation	30 Days
Total Project	90 Days

Exhibit “B”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Contractor’s insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

**City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154**

**emailed to: purchasing@schertz.com
Faxed to: 210-619-1169**



CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE (Area No., Ext): FAX: ADDRESS:														
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER B: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER C: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER D: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F: Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Carrier	00000	INSURER B: Insurance Carrier	00000	INSURER C: Insurance Carrier	00000	INSURER D: Insurance Carrier	00000	INSURER E: Insurance Carrier	00000	INSURER F: Insurance Carrier	00000
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INSURER D: Insurance Carrier	00000														
INSURER E: Insurance Carrier	00000														
INSURER F: Insurance Carrier	00000														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDRESS	POLICY NO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X123456	M	N	O	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOP AGG \$ 1,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWN AUTOS	123456789	J			COUSINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB DED RETENTION \$		K			EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in Hill) If yes, describe under DESCRIPTION OF OPERATIONS below	01234	H			<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
Builder's Risk Professional Services	123456	L			100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 426 enacted by Texas Legislature 82(7) session in 2011).

CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
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(Instructions for completing and submitting a certificate to the City of Schertz)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured’s (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) ******(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, “Occurrence” type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with “Y” for yes under Additional Insured for all coverages, except for Contractor Liability and Workers’ Compensation. There shall also be a “Y” for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker’s Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder’s Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #’s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
 - (1) Adding the City of Schertz as an additional insured. The “additional insured” endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Schertz’s name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE

INSTRUCTIONS: Enter a number 0 through 4 for each category for each proposer. You may use 0.25 increments if necessary.

0 = Not Compliant, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent

You may NOT enter a number higher than 4.0. An explanation is required for a score of 0

Criteria	Points	All Pro General Construction Inc	Crownhill Builders	Lone Star Home Solutions	Lou Jon Construction	Structura General Contractors
Financial Consideration (Cost Proposal)	40	\$155,208.47	\$302,532.00	\$249,595.50	\$224,075.00	\$259,106.53
		40.00	20.52	24.87	27.71	23.96
Proposer's Qualifications, Abilities and References	30	1.20	2.40	1.80	3.90	3.60
		9.00	18.00	13.50	29.25	27.00
Quality of Proposed Services	25	1.20	1.40	3.00	3.60	3.40
		7.50	8.75	18.75	22.50	21.25
Responsive Of Proposal	5	1.60	1.40	3.00	3.80	3.40
		2.00	1.75	3.75	4.75	4.25
Average Total %	100	58.50	49.02	60.87	84.21	76.46
Rank		4.00	5.00	3.00	1.00	2.00

(Lowest Price / Evaluated Price) * Pts for Section

VENDOR	PD	EMS	Fire	Total
All Pro General Construction Inc	\$46,856.25	\$49,456.56	\$58,895.66	\$155,208.47
Crownhill Builders	\$117,302.00	\$101,576.00	\$83,654.00	\$302,532.00
Lone Star Home Solutions	\$93,136.50	\$82,386.00	\$74,073.00	\$249,595.50
Lou Jon Construction	\$87,575.00	\$71,720.00	\$64,780.00	\$224,075.00
Structura General Contractors	\$96,213.04	\$82,493.74	\$80,399.75	\$259,106.53



















CITY COUNCIL MEMORANDUM

City Council Meeting: May 26, 2020
Department: Fire Department
Subject: Ordinance No. 20-H-18 - Consideration and/or action approving an Ordinance of the City Council of the City of Schertz to supersede Ordinance 20-H-15; extending a Declaration of Local Disaster; Restricting certain activities; establishing penalties for violations; providing an effective date and declaring an emergency; First and Final Reading. (M. Browne/K. Long)

BACKGROUND

On March 11, 2020, the World Health Organization declared that the COVID-19 outbreak should be characterized as a pandemic. On March 13, 2020, Greg Abbott, the Governor of the State of Texas issued a proclamation that declared COVID-19 as an imminent threat of disaster. On or around March 15, 2020, the Center for Disease Control and Prevention (CDC) issued revised guidance regarding social distancing and mass gatherings of 10 or more people.

City staff and personnel continue to work with the state, federal, local authorities and our emergency management team to pay close attention to the federal government's response to the Coronavirus issue. The City has taken measures to close/cancel facilities and events through April 5, 2020. The city has canceled all non-essential boards and commission meetings as well as any City sponsored social events and activities through this time as well.

We believe that limiting staff interaction with the public is crucial at this point, and as such, effective immediately, the lobby doors at all City facilities except the Police Department. Building 1, aka City Hall, will be closed but the drive through window will continue to be open. Notices of closures have been placed on City related buildings.

On Friday, March 20, 2020, Mayor Gutierrez proclaimed and signed a Declaration of Public Health Emergency to be effective at 11:59 p.m. and until March 27, 2020, for the City of Schertz. The purpose of this Ordinance is to be able to extend the Declaration of Public Health Emergency for 60 days.

On Tuesday, March 24, 2020, Mayor and City Council passed an Ordinance extending a Declaration of Public Health Emergency to be effective at 11:59 p.m. and until April 14, 2020. Also, at this meeting it was discussed by Council to have this item placed on future agendas for discussion and possible actions.

The Mayor has made a Declaration of Public Health Emergency, and further declared all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident. The local state of disaster and public health emergency declared by Mayor Ralph Gutierrez for the City of Schertz, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to May 5, 2020 at 11:59 p.m. by City Council Ordinance 20-H-09 pursuant to §418.108(b) of the Government Code, including all rules and regulation attached hereto as Exhibit A, is hereby further extended until May 5, 2020.

On Monday, April 27, 2020 the Governor spoke and provide updates regarding the re-openings of retail businesses. On April 28th Mayor Gutierrez presented and Council passed Ordinance No. 20-H-15

which extended the declaration of Public Health Emergency until 11:59 p.m. May 26, 2020.

GOAL

Is to decrease the spread of the virus throughout our Community and slow transmission as much as possible. To keep all citizens safe and reduce the transmission of the virus. In addition, having a disaster declaration in place provides more clarity in the reimbursement process. This also allows our local businesses and citizens to become eligible for additional programs as they become available.

COMMUNITY BENEFIT

To keep all citizens safe and reduce the transmission of the virus.

SUMMARY OF RECOMMENDED ACTION

Council will discuss and make any possible changes to the current Ordinance amending the Rules and Regulations for the duration of the disaster; restricting certain activities; establishing penalties for violations; providing an effective date and declaring an emergency.

FISCAL IMPACT

Unknown at this time.

RECOMMENDATION

Council will discuss and make any possible changes to the current Ordinance.

Attachments

20-H-18

Ordinance No. 20-H-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCHERTZ TO SUPERSEDE ORDINANCE 20-H-15; EXTENDING A DECLARATION OF LOCAL DISASTER; RESTRICTING CERTAIN ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS. PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 20, 2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, on March 13, 2020, President Trump declared a state of emergency due to COVID- 19; and

WHEREAS, President Trump has invoked the Stafford Act, which will allow state and local governments to access federal disaster relief funds; and

WHEREAS, the Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for counties in the state of Texas; and

WHEREAS, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID- 19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, to date, there have been 48,693 confirmed positive cases in Texas; and

WHEREAS, the crisis that is now a pandemic has infected 4,805,430 people around the world resulting in 318,554 deaths, with 1,537,830 cases confirmed in the United States: and

WHEREAS, on March 31, 2020 Governor Abbott issued GA-14 superseding local authority invoked under Chapter 418 of the Government Code, and Chapter 81 and 122 of the Health and Safety Code where local order conflict with GA-14 or any previous order of the Governor related to the pandemic;

WHEREAS, also on April 17, 2020, Governor Abbott issued Executive Order GA-16 to replace Executive Order GA- 14, and while Executive Order GA- 16 generally continued through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, it offered a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders and the continued gradual reopening of Texas pursuant to GA-18- GA-23 and subsequent orders of the Governor; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Schertz, and may exercise the powers granted by the governor on an appropriate local scale; and

WHEREAS, Ralph Gutierrez, the Mayor of the City of Schertz previously determined and declared that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19;

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources.

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

- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency declared by Mayor Ralph Gutierrez for the City of Schertz, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to May 26, 2020 at 11:59 p.m. by City Council Ordinance 20-H-15 pursuant to §418.108(b) of the Government Code, including all rules and regulations, is hereby further amended and extended until June 23, 2020 at 11:59 p.m.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Schertz, Texas, emergency management plan.
- Section 5. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein except those portions deemed to conflict with any emergency orders of Governor Abbott.

- Section 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 8. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 9. Should Governor Abbott lift the statewide disaster declaration and orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 10. Any person, firm, corporation or agent who shall violate a provision of this ordinance, or fail to comply therewith, or with any other requirements thereof, shall be guilty of a Class C misdemeanor. Such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this article is committed or continued, and upon conviction of any such violation, such person shall be punished by a fine not to exceed \$2,000.00..
- Section 11. Any peace officer or other person with lawful authority is further authorized to enforce the provisions of this Ordinance or the orders of the Governor in accordance with the authority granted under the Texas Disaster Act of 1975, as applicable, which allows a fine not to exceed \$1000.00 and confinement not to exceed 180 days pursuant to Government Code 418.173.
- Section 12. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS
THIS ORDINANCE WAS PASSED, ON FIRST AND FINAL READING, THE 26th DAY
OF MAY 2020.**

CITY OF SCHERTZ, TEXAS

By: _____
Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: May 26, 2020
Department: Engineering
Subject: Update on the Street Preservation and Maintenance/Rehabilitation Efforts
(B. James/J. Nowak)

BACKGROUND

Staff will provide a presentation to update Council on the recent Street Preservation and Maintenance/Rehabilitation (SPAM) efforts.
