



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
October 26, 2021

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, OCTOBER 26, 2021 at 6:00 p.m.

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, October 26, 2021, 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.
(Mayor Pro-tem Dahle)

Presentations

- Fire Prevention Poster Contest Winners. (C. Kelm/K. Long)

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

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.

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of October 12, 2021. (B. Dennis)
2. **Ordinance No. 21-T-46** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, authorizing an adjustment to the fiscal year 2021-2022 budget to provide funding for an agreement with M&S Engineering for Design, Bid, and Construction Phase professional services for the Civic Center HVAC Replacement Project and authorizing the execution of the agreement, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. **(Final Reading)** (C. Kelm/S. Williams/S. McClelland)
3. **Resolution 21-R-118** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving and authorizing an easement with Centerpoint Energy Resource Corp. on the City of Schertz Animal Adoption Center property, and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)
4. **Resolution No. 21-R-119** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing approval of the Guadalupe Appraisal District (G.A.D.) Facility Parking Lot Expansion. (M. Browne)
5. **Appointments and Resignations to the Various City Boards, Commissions and Committees** - Consideration and/or action appointing Mr. Shawn Moore as a Regular Member to the Parks and Recreation Advisory Board and moving Mrs. Jaime Acevedo to the Alternate 1 Position. (B. Dennis/Council)

6. **Resolution 21-R-115** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an Interlocal Agreement with the Alamo Area Council of Governments to receive federal funding for the Schertz Area Senior Center Congregate Meal Program. (B. James/L. Shrum)
7. **Ordinance No. 21-S-42** - Consider and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to rezone 1.373 acres of land from Pre-Development District (PRE) to Single-Family Residential/ Agricultural District (RA), generally located 750 feet east of the intersection between Trainer Hale Road and FM 1518, 9049 Trainer Hale Road, also known as Bexar County Property Identification Number 310238, City of Schertz, Bexar County, Texas. (**Final Reading**) (B. James/L. Wood/M. Harrison)
8. **Ordinance No. 21-S-43** - Consider and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to rezone approximately 45 acres of land from General Business District (GB) to Manufacturing Light District (M-1), generally located approximately 1,300 feet east of Friesenhahn Lane and 450 feet north of IH-35 access road, also known as Comal County Property Identification Numbers 150166 & 81285, City of Schertz, Comal County, Texas. (**Final Reading**) (B. James/L. Wood/M. Harrison)

Discussion and Action Items

9. **Ordinance No. 21-S-44** - Consideration and or/action to approve an Ordinance by the City Council of the City of Schertz, Texas to amend the Schertz Code of Ordinances, Unified Development Code (UDC), Article 5, Subsection 21.5.8 Permitted Use Table, to add "Aggregate Extraction". (**Final Reading**) (B. James/L. Wood/M. Harrison)

Roll Call Vote Confirmation

Workshop

10. Discussion regarding Cul-De-Sac widths in the UDC Section 21.14.1 - Streets E. (C. Kelm/K. Long/B. Boney)

Closed Session

11. City Council will meet in Closed Session under Section 551.071 of the Texas Government Code, Consultation with Attorney to receive legal advice related to utility relocation associated with the FM1518 project.
12. City Council will meet in Closed Session under Section 551.072 of the Texas Government Code, regarding the purchase, sale, exchange or lease of real property in support of City Water and Wastewater Services in Northern Schertz.

Reconvene into Regular Session

11A. Take any action based on discussions held in closed session under Agenda Item 11.

12A. Take any action based on discussions held in closed session under Agenda Item 12.

Roll Call Vote Confirmation

Requests and Announcements

- Announcements by the City Manager.
- Requests by Mayor and Councilmembers for updates or information from staff.
- Requests by Mayor and Councilmembers that items or presentations 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 OCTOBER 2021 AT 3:15 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.

BRENDA DENNIS

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 _____, 2021. 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 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 Schertz Animal Services Advisory Commission</p>
<p>Councilmember Whittaker – Place 3 Audit Committee TIRZ II Board</p>	<p>Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board</p>
<p>Councilmember Heyward – Place 6 Animal Advisory Commission Audit Committee Investment Advisory Committee Main Street Committee</p>	<p>Councilmember Brown – Place 7 Main Street Committee Schertz-Seguin Local Government Corporation - Alternate</p>

CITY COUNCIL MEMORANDUM

City Council Meeting: October 26, 2021
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of October 12, 2021. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on October 12, 2021.

RECOMMENDATION

Recommend Approval.

Attachments

10-12-2021 Draft Min

DRAFT

MINUTES REGULAR MEETING October 12, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on October 12, 2021, 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 Michael Dahle; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Jill Whittaker; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

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; Deputy City Secretary Sheila Edmondson;

Call to Order

Mayor Gutierrez called the 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 Whittaker)

Mayor Gutierrez recognized Councilmember Whittaker who provided the opening prayer followed by the Pledges of Allegiance to the Flags of the United States and the State of Texas.

Presentations

- Proclamation recognizing Mr. Ken Greenwald former City Councilmember and Planning and Zoning Commissioner. (Mayor)

Mayor Gutierrez recognized Ms. Thelma Greenwald and Mr. Kenneth Greenwald and presented a proclamation recognizing Mr. Ken Greenwald's 42 years of volunteer service to the City of Schertz, SSLGC, and CCMA Board of Directors.

- Proclamation recognizing Domestic Violence Awareness Month. (Mayor/K. Chandler/Hanna Fisher-Klug)

Mayor Gutierrez recognized Ms. Hanna Fisher-Klug-Community Engagement Specialist-Guadalupe Valley Family Violence Shelter, Krista Chandler-Crime Victim Liaison, Officer Anna Kraft and presented a proclamation recognizing October as Domestic Violence Awareness Month.

Employee Recognition

- 20 Year Service Recognition to Mr. Dudley Wait - EMS. (M. Browne) is scheduled for the November 9, 2021 City Council Meeting.

New Employee Recognition

Mayor Gutierrez recognized the following Department Heads who introduced their new employees.

- EMS - Amber Cockrum - EMS Billing Specialist; Sean Hilla, Miranda Horak, John Mays-Thompson, Austin Redman, Nick Romero - EMT's; Darienn Trotter - Paramedic
- PD - Krista Chandler - Crime Victim Liaison; Animal Control: Jaralynne Biggs - Animal Services Technician, Ashley Evans - Animal Services Officer
- Public Works - John Woolston - Facilities Manager; Raymond Garcia, Benjamin Rantz, Brandon Eskildsen, Juan Zamarripa, Caleb Fisher - Service Worker I

City Events and Announcements

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

Mayor Gutierrez recognized Assistant City Manager Charles Kelm who provided the following information on upcoming events.

Saturday, October 16th
 Schertz Historical Preservation Car Show
 Pickrell Park
 9:00 AM – 4:00 PM

The Nature Discovery Series is back for Fall 2021! Get your little ones outdoors to discover the exciting nature right in our own backyard. Kids are encouraged to explore, discover, and ask questions to help grow their knowledge of nature. This free program is designed for families with elementary-aged children, but older and younger siblings are also welcome. Texas Master Naturalist volunteers will lead the themed programs on the second Saturday of the month held at Crescent Bend Nature Park. Class will begin at 10:00 a.m., but please arrive early and meet at the first parking lot near the restroom building and the trailhead. Pre-register

on Schertz.com

Sunday, October 17th

Last Game of the Season! Fall 2021 Adult Kickball League (Ages 21 and up)
6:00-10:00 PM

Tuesday, October 26th

Next regular scheduled Council meeting.

Saturday, October 30th

Drive-Thru Candy Cruise
2:00-5:00 PM

The 'Drive-Thru' Candy Cruise will be open from 2:00–5:00 p.m. on Saturday, October 30, 2021. Families are encouraged to dress in costume and visit participating businesses, groups, and City departments. Participating vendors will have their 'trunk' outdoors to share their 'treats'. A map of participating vendors will be available on October 25 on Schertz.com and on social media.

If you would like to have a station on the Candy Cruise, register on CivicRec. There is no fee to participate. Options for businesses/organizations with no storefront are available. If you have any questions, please call Schertz Parks & Recreation at (210) 619-1850 or email parksandrec@schertz.com. If you would like to participate by donating candy, donation stations will be located at the Schertz Family YMCA, Schertz Aquatics Center, City Hall, and The Chamber.

Tuesday, November 2nd

The City of Schertz will be holding its General Election on November 2, 2021, for the purpose of electing Council Members in Place 6 and Place 7 for a three-year term, from November 2021 to November 2024. A Special Bond Election will also be held on November 2, 2021, for or against the issuance of not to exceed \$15,450,000 of City of Schertz, Texas general obligation bonds for public safety facilities (including a new fire station), and the levying of a tax in payment thereof. A copy of the bond ordinance can be found at www.schertz.com - 2021 General & Special Election information. Early voting by personal appearance will begin on October 18, 2021 and ends on October 29, 2021. Early voting locations will be posted on Schertz.com as well as Election Day Vote Centers.

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

Mayor Gutierrez recognized City Manager Dr. Mark Browne who congratulated the following employees for their recent promotions: Fire Department: Alex

Armstrong-FAO to Lieutenant, Fire Department: Dana Kellum-Firefighter to FAO.

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

No announcements were provided.

Hearing of Residents

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Mayor Gutierrez recognized the following residents:

- Gary Inmon, SCUCISD Board Member- Mr. Inmon shared a personal story that Mr. Ken Greenwald was the first person he met when he and his family moved to Schertz. He also provided a personal history of his professional career and he is currently a SCUCISD School Board Member. He stated that SCUCISD is a great school district, and it attracts a lot of new residents, because the quality of the schools.
- Hanna Fisher-Klug-Guadalupe Valley Family Violence Shelter who spoke at the presentation of the Domestic Violence Awareness Month Proclamation presentation.

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.

Mayor Gutierrez read the following Items 1-4 into record. Mayor Pro-Tem read the following Items 5-8 into record.

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of September 28, 2021. (B. Dennis)
2. **Appointments and Resignations to the Various City Boards, Commissions and Committees** - Consideration and/or action accepting the resignations of Mr. Rick Haynes from the Planning and Zoning Commission, and the resignation of Ms. Kimberly Smith from the Parks Advisory Board. (B. Dennis/Interview Committee/Council)
3. **Resolution 21-R-97** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz Texas authorizing the city staff to enter into purchase negotiations with GBRA for 3.4096 acres of land located at 22330 IH-35 North in Schertz, Comal County, Texas. (C. Kelm/S. Williams/S. Mayfield)
4. **Resolution No. 21-R-81** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to execute a drainage easement with Schertz-Cibolo-Universal City Independent School District for construction of drainage improvements on the Samuel Clemens High School property by the Elbel Storm Drain and Overlay Project. (B. James/K. Woodlee/J. Nowak)
5. **Resolution No. 21-R-113** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with Terracon Consultants, Inc. relating to the Aviation Heights Water Line Improvements (Phases 5, 6, & 7) Project Construction Materials Testing and Inspection and authorizing the budget expenditures for the project. (B. James/K. Woodlee/J. Shortess)
6. **Resolution No. 21-R-114** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas accepting the Semi-annual report with respect to the progress of the Capital Improvements Plan, and other matters in connection therewith. (B. James/K. Woodlee)
7. **Resolution No. 21-R-112** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to issue a purchase order(s) for the purchase of various Emergency Services Vehicles as part of the 2021-2022 Vehicle/Equipment replacement program. (C. Kelm/S. Williams/C. Hernandez)

8. **Resolution No. 21-R-108** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with Raba Kistner, Inc., for Construction Materials Observation and Testing Services related to the Woman Hollering Creek Wastewater Project. (B. James/K. Woodlee)

Mayor Gutierrez asked Council if there were any items they wished removed for separate action. Mayor Gutierrez removed Item 3, Resolution 21-R-97, and stated it will be rescheduled to the October 26, 2021, City Council Meeting.

Mayor Gutierrez asked for a motion to approve Consent Agenda Items-1,2 and 4-8.

Moved by Councilmember Mark Davis, seconded by Mayor Pro-Tem Michael Dahle

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

Passed

Discussion and Action Items

9. **Ordinance No. 21-T-46** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, authorizing an adjustment to the fiscal year 2021-2022 budget to provide funding for an agreement with M&S Engineering for Design, Bid, and Construction Phase professional services for the Civic Center HVAC Replacement Project and authorizing the execution of the agreement, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. (**First Reading**) (C. Kelm/S. Williams/S. McClelland)

Mayor Gutierrez recognized Assistant Public Works Director Scott McClelland who explained the request for authorizing an adjustment to the fiscal year 2021-2022 budget to provide funding for an agreement with M&S Engineering for Design, Bid, and Construction Phase professional services for the Civic Center HVAC Replacement Project.

The proposed project includes:

- Remove existing split system and select ductwork,
- Install new packaged unit with variable air volume units outside and VAV terminal units inside.

Costs:

- Design: \$85,000 (M&S Engineering)
- Estimated Construction: \$825,000
- Proposed to use HOT (Hotel Occupancy Tax) Funds: current balance is \$2,246,341.96

Mayor Gutierrez asked for a motion to approve Ordinance No. 21-T-46. (*First Reading*)

Moved by Councilmember Allison Heyward, seconded by Councilmember Tim Brown

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

Passed

- 10. Ordinance No. 21-B-45** - Consideration and approval of an Ordinance by the City Council of the City of Schertz, Texas authorizing the issuance of “City of Schertz, Texas General Obligation and Refunding Bonds, Series 2021”, levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds; and other matters incident and related thereto, and providing an effective date. (*First and final reading*) (M. Browne/J. Walters/M. McLiney)

Mayor Gutierrez recognized Finance Director James Walters who introduced Mr. Mark McLiney, Financial Advisor, SAMCO, who helped facilitate the sale of these refunding bonds. Mr. McLiney stated the bonds we are selling now will close in November within 90-day window of the call date of February 1, 2022. With Staff support, they went out and bid these bonds today and received 8 bids. The top bid was BOK Financial Services, Inc. with the rate of 1.18%. It equates to approx. a savings of \$65,000 a year, a total of \$710,000. The length of loan was not extended. By November 9, 2021, Bonds Closing: proceeds delivered into escrow account for future defeasance and by February 1st, 2022, Series 2012 and Series 2013 debt to be retired with escrowed proceeds.

Councilmember Scott asked what was our bond rating. It is AA+, 2nd highest possible. Mayor Pro-Tem Dahle and Councilmember Brown thanked Finance Director Walters for his hard work.

Councilmember Scagliola moved to adopt and ordinance authorizing the

issuance of the City of Schertz, Texas General Obligation Refunding Bonds Series 2021.

Moved by Councilmember David Scagliola, seconded by Councilmember Allison Heyward

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

Passed

Public Hearings

Mayor Gutierrez read the following item into record:

- 11. Ordinance No. 21-S-42** - Conduct a public hearing and consider and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to rezone 1.373 acres of land from Pre- Development District (PRE) to Single-Family Residential/ Agricultural District (RA), generally located 750 feet east of the intersection between Trainer Hale Road and FM 1518, 9049 Trainer Hale Road, also known as Bexar County Property Identification Number 310238, City of Schertz, Bexar County, Texas. ***First Reading*** (B. James/L. Wood/M. Harrison)

Mayor Gutierrez recognized City Planner Megan Harrison who presented information for a request to rezone 1.373 acres of land from Pre-Development District (PRE) to Single-Family Residential/ Agricultural District (RA), generally located 750 feet east of the intersection between Trainer Hale Road and FM 1518, 9049 Trainer Hale Road.

Planning and Zoning Commission held a public hearing on September 8, 2021 and made a recommendation to the City Council to approve the rezone from Pre-Development District (PRE) to Single-Family Residential/Agricultural District (RA). Staff recommends approval of the rezone request.

Mayor Gutierrez opened the Public Hearing, and no one spoke; closed the Public Hearing for Council comments.

Councilmember Whittaker stated when the individual came to Planning and Zoning, he thought it might be a commercial opportunity for this property. Ms. Harrison stated the applicant was told that the Comprehensive Plan indicated that this area would be single-family residential.

Moved by Councilmember Jill Whittaker, seconded by Mayor Pro-Tem Michael Dahle

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

Passed

- 12. Ordinance No. 21-S-43** - Conduct a public hearing and consider and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to rezone approximately 45 acres of land from General Business District (GB) to Manufacturing Light District (M-1), generally located approximately 1,300 feet east of Friesenhahn Lane and 450 feet north of IH-35 access road, also known as Comal County Property Identification Numbers 150166 & 81285, City of Schertz, Comal County, Texas. (*First Reading*) (B. James/L. Wood/M. Harrison)

Mayor Gutierrez recognized City Planner Megan Harrison who presented information for the request to rezone approx. 45 acres of land from General Business District (GB) to Manufacturing Light District (M-1). The applicant Mr. Robert Dye, Managing/Co-Founder of Forefront Commercial Real Estate explained in detail the reason why they are requesting a rezone from GB to M-1.

Mayor Gutierrez opened the Public Hearing, and as no one spoke; closed the Public Hearing for Council Comments.

Council comments included appreciation for the upscale design, approving the owner's design of office space in front of property and keeping manufacturing behind off of IH-35 frontage.

Moved by Councilmember Mark Davis, seconded by Councilmember Allison Heyward

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

Passed

13. **Ordinance No. 21-S-44-** Conduct a public hearing and consideration and or/action to approve an Ordinance by the City Council of the City of Schertz, Texas to amend the Schertz Code of Ordinances, Unified Development Code (UDC), Article 5, Subsection 21.5.8 Permitted Use Table, to add "Aggregate Extraction". (*First Reading*) (B. James/L. Wood/M. Harrison)

Mayor Gutierrez recognized City Planner Megan Harrison who presented information for the request to approve Ordinance No. 21-S-44, to amend the Schertz Code of Ordinances, Unified Development Code (UDC) Article 5, Subsection 21.5.8 Permitted Use Table, to add "Aggregate Extraction". Staff was approached by the applicant for a proposed use of aggregate extraction, where he would be taking good dirt of his property to sell. Staff took this proposed usage to the Planning and Zoning Commission, and there was a discussion between the Commission, Staff and Applicant. The PZ Commission made a recommendation to the City Council to have the proposed use of, Aggregate Extraction, to be placed in Manufacturing Light (M-1) and Manufacturing Heavy (M-2) with an Specific Use Permit (SUP). Staff supports the recommendation made by the Commission.

Mayor Gutierrez inquired about the letter of approval from Randolph Air Force Base(RAFB). The RAFB letter was a letter of no objection to the use to place this in this zoning district, however the applicant would have go back to RAFB and get approval of the rezone to M-1 or M-2, because this property is in the AZ-1.

Mayor Gutierrez opened the Public Hearing, and as no one spoke; closed the Public Hearing for Council Comments.

Mayor Pro-Tem Dahle indicated that this is two issues intertwined. 1. Adding the Aggregate Extraction to the UDC with an SUP. 2. Location of the applicant's property (near RAFB), as well looking at the other properties, or cities near this property.

Councilmember Davis stated that this is not about a rezone, it is about adding Aggregate Extraction category into the permitted use table with M-1 and M-2 to the UDC.

Councilmember Scagliola mentioned that he read about complaints from neighbors who complain about the noise and dust with this zoning in another city. He agreed with Mayor Pro-Tem Dahle in wanting approval from the neighboring HOA's.

Councilmember Brown reiterated that this is not about rezoning, it is about adding Aggregate Extraction to the permitted use table of M-1 and M-2 in the UDC.

Councilmember Whittaker stated this is a good heads-up for the potential rezone request for this property, but the ordinance is about adding Aggregate Extraction to the permitted use table of M-1 and M-2.

Moved by Councilmember Jill Whittaker, seconded by Councilmember Tim Brown

AYE: Mayor Pro-Tem Michael Dahle, Councilmember Jill Whittaker, Councilmember Tim Brown

NAY: Councilmember Mark Davis, Councilmember Rosemary Scott, Councilmember David Scagliola, Councilmember Allison Heyward

Failed

Assistant City Manager Brian James asked City Council to make a recommendation on where they would allow this use in terms of the zoning chart. If there are some concerns with Council, a recommendation for M-2 with an SUP would be an option. Mr. James reiterated that we do need to get the request listed in the UDC.

Mayor Gutierrez asked if a motion to approve the Ordinance No. 21-S-44 (First Reading) with a M-2 with an SUP. Councilmember Brown made a motion to approve. Seconded by Councilmember Whittaker.

Moved by Councilmember Tim Brown, seconded by Councilmember Jill Whittaker

AYE: Mayor Pro-Tem Michael Dahle, Councilmember Mark Davis, Councilmember Jill Whittaker, Councilmember David Scagliola, Councilmember Allison Heyward, Councilmember Tim Brown

NAY: Councilmember Rosemary Scott

Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for Agenda items 1,2 and items 4-13.

Requests and Announcements

- Announcements by the City Manager.
- Requests by Mayor and Councilmembers for updates or information from staff.
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda.

Councilmember Scott asked for an updated presentation of the Master Land Use Plan.

- 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

Mayor Pro-Tem Dahle reminded everyone that Schertz Historical Preservation Committee is hosting a Classic Car Show this weekend at Pickrell Park, he also attended the National Night Out events at Riata and Crossvine.

Councilmember Davis attended the TML 2021 Annual Conference, Houston TX.

Councilmember Scott attended the Candidate Forum hosted by the Guadalupe County Concerned Citizens Coalition.

Councilmember Whittaker attended the Candidate Forum hosted by the Guadalupe County Concerned Citizens Coalition, attended the National Night Out event at Crossvine, the TML 2021 Annual Conference, Houston, TX. and the Council & P&Z Sub-Committee Meeting.

Councilmember Scagliola attended the National Night Out event at Riata and Homestead, the TML 2021 Annual Conference, Houston TX. and the City Council & P&Z Sub-Committee Meeting.

Councilmember Heyward attended Candidate Forum hosted by Guadalupe County Concerned Citizens Coalition, attended the National Night Out events with Constable Michael Skrobarcek and other elected officials at Woodbridge Oak Trail Estates, Carolina Crossing North, Greenshire and Cypress Point, attended the TML 2021 Annual Conference, Houston TX, and a meeting for TML Region 7 Board of Directors.

Councilmember Brown attended the Candidate Forum hosted by Guadalupe

County Concerned Citizens Coalition, attended the National Night Out events with Constable Michael Skrobarcek and other elected officials at Woodbridge Oak Trail Estates, Carolina Crossing North, Greenshire and Cypress Point.

Adjournment

Mayor Gutierrez adjourned the meeting at 7:33 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: October 26, 2021

Department: City Secretary

Subject: Ordinance No. 21-T-46 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, authorizing an adjustment to the fiscal year 2021-2022 budget to provide funding for an agreement with M&S Engineering for Design, Bid, and Construction Phase professional services for the Civic Center HVAC Replacement Project and authorizing the execution of the agreement, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. *(Final Reading)* (C. Kelm/S. Williams/S. McClelland)

BACKGROUND

The Schertz Civic Center has been providing outstanding rental space for the community since 2006. Recently, the HVAC system in the facility has begun to experience performance and reliability issues. In addition to having the City's on-staff HVAC Technician diagnose the ongoing issues, the City also entered into a task order with M&S Engineering (one of the City's on-call engineering firms) to do a full assessment of the facility's HVAC system and to make recommendations on how the City should move forward with resolving the deficiencies discovered.

The major factors found to be contributing to the performance and reliability issues within the system were the age of the system and excessive outdoor air within the system. The existing units in the facility are split systems which usually have an industry standard life expectancy of 15 years, which matches the current age of the units. While units can operate beyond their life expectancy, the units at the Civic Center use outdated refrigerant (R-22), which has been phased out by the industry making repairs and replacement parts hard to find and expensive. The original system relied on a demand controlled air damper system to balance the outdoor air being supplied to the units. This system was disabled several years ago by former staff and cannot be easily put back in to service. Without the demand controlled damper system active, the system is experiencing high amounts of outdoor air which exceeds the design parameters of the system. When weighing the deficiencies and age of the current HVAC system, M&S Engineering recommended that the current HVAC system be replaced with a new system. City Staff agrees with the recommendation provided by M&S Engineering.

The new system being proposed for the Civic Center is a system that is more conventional for a facility of this size. New package units will be installed on-grade on the exterior of the building. The variable air volume (VAV) units will be distributed to each zone within the facility by VAV terminal units. A large portion of the existing duct work will be able to remain in place allowing for less disruption within the facility during construction.

M&S Engineering has submitted a proposal for design, bid, and construction phase professional services for the Civic Center HVAC Replacement Project, which is detailed in Exhibit A. The proposal has a not-to-exceed value of \$85,000, but staff is requesting approval not-to-exceed \$93,500 to accommodate any small changes in scope that arise during the project. This ordinance allocates funds from the Hotel Occupancy Tax reserves in order to complete the professional services portion of the project.

City Council approved this on first reading at their meeting of October 12, 2021.

GOAL

The goal of this ordinance is to amend the fiscal year 2021-2022 budget to provide funding for the design, bid, and construction phase services for the replacement of the HVAC system at the Civic Center by M&S Engineering and to authorize the execution of the agreement with M&S Engineering.

COMMUNITY BENEFIT

Replacing the existing HVAC system will allow the Civic Center to continue to provide high-end event rental space to the community.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that the City Council approve Ordinance 21-T-46 on final reading authorizing the budget adjustment and authorizing the City Manager to enter into a task order agreement with M&S Engineering in an amount not to exceed \$93,500.00 for Design, Bid, and Construction Phase services for the Civic Center HVAC Replacement Project.

FISCAL IMPACT

Funding for the design and future construction of the project will be paid for using Hotel Occupancy Tax Funds which are permitted to be used on Capital Improvements at the Civic Center. As of September 30, 2021, the balance in the Hotel Occupancy Tax reserves is \$2,246,341.96. After the funding for the professional services contract the balance will be \$2,152,841.96.

RECOMMENDATION

Staff recommends that the City Council approve Ordinance 21-T-46 on final reading authorizing the budget adjustment and authorizing the City Manager to enter into a task order agreement with M&S Engineering in an amount not to exceed \$93,500.00 for Design, Bid, and Construction Phase services for the Civic Center HVAC Replacement Project.

Attachments

Ordinance 21-T-46

Exhibit A

ORDINANCE NO. 21-T-46

A ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2021-2022 BUDGET TO PROVIDE FUNDING FOR AN AGREEMENT WITH M&S ENGINEERING FOR DESIGN, BID, AND CONSTRUCTION PHASE PROFESSIONAL SERVICES FOR THE CIVIC CENTER HVAC REPLACEMENT PROJECT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 21-T-38, the City Council of Schertz, Texas, (the “City”) adopted the budget for the City for the fiscal year 2021-2022 (the “Budget”), which provides funding for the City’s operations throughout the 2021-2022 fiscal year; and

WHEREAS, the City needs to authorize a budget amount of \$93,500 for the purpose of contracting professional services related to the Civic Center HVAC Replacement Project; and

WHEREAS, City Staff recommends that the City Council of the City adjust the Budget and approve the ordinance; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the Budget and approve the budget transfer for the Civic Center HVAC Replacement Project, as more fully set forth in this Ordinance; and

WHEREAS, the City has identified a need to replace the existing HVAC system at the Civic Center; and

WHEREAS, the replacement of the HVAC system requires an engineered design; and

WHEREAS, the City has Hotel Occupancy Tax Funds available to be used on Capital Projects at the Civic Center; and

WHEREAS, pursuant to Section 252.022(a)(4) of the Texas Local Government Code, the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

WHEREAS, M&S Engineering is an approved On-Call Engineering Service for the City of Schertz ; and

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

Section 1. The City shall transfer a budget of \$93,500 from the Hotel Occupancy Tax Fund to the Civic Center HVAC Replacement Project.

Section 2. The City Council hereby authorizes a task order agreement with M&S Engineering, in a total project amount not to exceed \$93,500 for design, bid, and construction phase engineering services for the Civic Center HVAC Replacement Project.

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

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

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

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

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

Section 8. Pursuant to Section 4.09(e) of the City Charter, by vote of not less than two-thirds of the members of the City Council present at the meeting at which this Ordinance was first considered, the City Council has determined that an emergency exists which requires immediate action, and this Ordinance is hereby adopted on a single reading, and this Ordinance shall be effective upon the date hereof and any publication required by law.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, THAT THIS ORDINANCE WAS PASSED and APPROVED on first reading this the 12th day of October 2021.

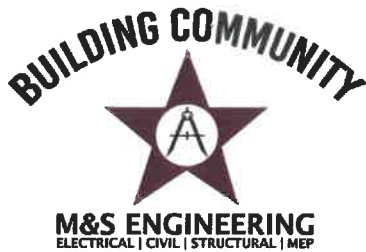
PASSED, APPROVED and ADOPTED on second reading this the 26th day of October 2021.

APPROVED:

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
City Seal



☎ 0 (830) 629-2988 | F (830) 885-2170
📍 376 LANDA ST., NEW BRAUNFELS, TX 78130
🌐 WWW.MSENGR.COM
📄 TXENG FIRM #F-1394 | TBPELS FIRM #10169800

September 21, 2021

The City of Schertz
Attn: Scott McClelland, PE
10 Commercial Place, Building 2
Schertz, TX 78154
Office: 210-619-1809
smcclelland@schertz.com

Reference: City of Schertz Civic Center – HVAC Replacement

Mr. McClelland,

Thank you for your interest in the capabilities of M&S Engineering (M&S) and allowing us the opportunity to work with you on this project. This proposal is based on our discussions with you and the following:

Project Description

1. The City of Schertz Civic Center is an existing 19,500 SF facility located at 1400 Schertz Pkwy, Schertz, TX 78154.
2. The building is currently served by split system air conditioning units that are having issues maintaining temperature and/or humidity in the spaces.
3. M&S previously provided an assessment and recommendations outlined in our report dated September 07, 2021 (M&S Project # 2521SCHER.001). Per our recommendations, the scope of the project will include replacement of the existing DX split systems with new packaged units and variable-air-volume (VAV) boxes.

Scope of Work

M&S Engineering will provide professional services to assist you with the engineering for the project as described above. Our proposal includes providing the following services in support of the engineering required for this project:

Construction Documents

1. Develop as-built CAD plans of the existing building suitable to satisfy the scope of this project.
2. Mechanical Design
 - a. Provide basic demolition drawings indicating the intent for removal of the existing HVAC System.
 - b. Show equipment and specify modifications to the existing systems.
 - c. Specify HVAC equipment given heating and cooling loads, anticipated building occupancy/activity, and maintenance.
 - d. Provide a mechanical floor plan showing locations of HVAC equipment and ductwork modifications.
 - e. Structural design for new equipment pads.
 - f. Select and specify HVAC controls to meet Owner and occupancy requirements.
 - g. Coordinate with Structural Engineer on mechanical system placement.



- h. Complete code compliance documentation (COM Check) for mechanical systems.
- 3. Electrical Design
 - a. Analyze and compare the new air conditioning system with the existing electrical infrastructure. Provide modifications to the systems as required to accommodate the installation of the new air conditioning system.
 - b. Provide one-line diagram and applicable panel schedules.
 - i. Conduit (number and size), number of spares, and wireway size.
 - ii. Size secondary feeder cables.
 - c. Provide electrical floor plans of power equipment connections.
- 4. Provide specifications sheet specifications:
 - a. Mechanical (Division 23)
 - b. Electrical (Division 26)

Subsurface Utility Engineering (SUE):

The following services shall be included to locate existing underground utilities and potential conflicts.

- 1. SUE within the limits of construction on the exterior of the building.
- 2. All work described herein is based strictly upon "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02)".
- 3. Sherwood Surveying & SUE shall apply SUE Quality Levels B, C, and D of the area that will have a new equipment platform installed as described in the structural section above to deliver an accurate depiction of as many of the existing underground utilities near the new equipment platform as can be designated within one day's field investigation.
 - a. Utility quality level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
 - b. Utility quality level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.
 - c. Utility quality level D: Information derived from existing records or oral recollections.
- 4. There are limitations for utilities such as water & sewer which consist of non-metallic pipe, and therefore might not be obtainable. For the sewer lines, we can use a steel fish tape to pick up where the line is going, but this will be limited to how far down the line we can get the tape. Thus, we cannot provide any guarantee for locating these utilities.

Project Management (M&S)

- 1. Communicate with the City staff, contractors, and third-party providers as necessary to ensure project goals and scope are understood.
- 2. Monitor the design process and overall project.
- 3. Attend meetings with City.
 - a. Attendance at two (2) City council meetings.
 - b. Four (4) in-person meetings are included and are intended to coincide with interim design reviews. However, these may be utilized for review, coordination, budgeting, or any other design purpose.
 - c. Any additional meetings shall be billed as additional services.
 - d. Teleconferences shall not be limited.



Deliverables

Provide one PDF set of preliminary construction drawings and specifications at 50% progress drawings and 90% construction drawings. A PDF set of the final sealed construction drawings and specifications will be submitted upon completion. Provide Revit or AutoCAD files once the design is complete.

Bidding and Construction Phase Support

1. Assist with jurisdictional reviews and other mitigation issues.
2. Attendance of the pre-bid, pre-construction meeting, and six (6) site observations/construction progress meetings throughout duration of the project.
3. Attendance at City council meeting for bid tabulation/recommendation of award.
4. Bidding
 - a. Assist City with developing request for qualifications (RFQ) to be issued.
 - b. Assist City in preparing advertisement for bidders.
 - c. Participate in procurement, bidding, and RFI process.
 - d. Assist City with evaluation respondents and provide recommendation to City.
5. Construction Support & Administration (in-office)
 - a. Engineer shall perform during the construction period in-office reviews of all material and equipment submittals; respond electronically to RFI's (Request for Information); and prepare and assist with ESI's (Engineering Supplemental Instructions) when necessary.
 - b. Review construction related activities, including pay applications.
6. Construction Support & Administration (on-site)
 - a. Engineer shall perform during the construction period site visits (as previously stated) at the written request of the City whereby Engineer will assess construction progress and performance as compared to the requirements in the construction documents.
 - b. Observations shall be documented in a written Field Report and submitted to the City.
 - c. Visit the construction site at intervals appropriate to the stage of construction to: become generally familiar with and keep the City generally informed about the progress and quality of the portion of the construction completed; make a reasonable effort to identify defects and deficiencies in the construction; determine generally whether the construction is being performed in a manner indicating that the project, when fully completed, will be in accordance with the Plans and Specifications.
 - d. Notify the client in writing of any substantial deviation from the plans and specifications that may prevent the building from being occupied or utilized for its intended use.
 - e. Pre-Construction meeting, substantial completion punch list, final inspections, code-required inspections, meetings, or any visit to the project site by Engineer shall be considered a construction site visit.

Assumptions

Our proposal is based on the following:

1. As-Built drawings (if available) will be provided by the City.
2. All M&S deliverable drawings and specifications will be provided in PDF format.
3. Free access to the site will be provided to M&S Staff.
4. Owner to handle IT requirements beyond dry utility infrastructure.
5. Geotechnical engineering report has been provided by the City.
6. Value engineering after delivery of final plans is not included.



Pricing

M&S Engineering will provide the scope of work as described for the Not-to-Exceed amount of \$85,000 - without prior written authorization from the City. Project to be invoiced hourly per attached M&S billing rates.

Terms of payment are net 30 days from date of invoice for services completed within a 30-day period.

Exclusions

1. M&S Engineering's proposal is exclusive of any federal, county, and city permits required for the project. All submittals of plans for building permits and payment of permits shall be done by others.
2. Engineering activities will be performed from our facilities in New Braunfels, TX. Local presence through the duration of this project will not be required.
3. Construction support and administration does not include Special Inspections, if required.
4. Though the following services could be provided at an additional cost, it is our understanding that the following engineering services would not be provided as part of this base proposal:
 - a. Design services due to a change in scope of Basic Services.
 - b. Design services due to Change Orders requested by the Client during construction.
 - c. Economic analyses, including life cycle cost.
 - d. Design of fire alarm or fire sprinkler systems.
 - e. Engineering studies of alternative systems and equipment locations.
 - f. Value engineering design services after approval of the 50% Preliminary Construction Documents.
 - g. Engineering studies and designs to comply with LEED certifications.
5. Any service not specifically listed in the above scope of work is excluded from this proposal.

Our proposal is based upon work being performed per attached M&S Standard Terms and Conditions. Terms of payment are net 30 days from date of invoice for services completed within a 30-day period. We truly appreciate the opportunity to support you in this project. If there is anything that you would like to discuss about this proposal, please do not hesitate to contact us. Should you find this proposal and terms acceptable, please indicate so by signing and dating this document below.

Sincerely,


(Trey) Thurl D Sims III, PE
MEP Division Manager

Approved: _____ Date: _____

Print: _____ Title: _____



Terms of Sale

The following terms of sale shall apply except as otherwise stated in written quotations or by written acceptance of an order or contract.

PRICE POLICY – Quotations are valid for 30 days from date of quotation unless otherwise notes. Prices quoted are firm for all services performed within 90 days after the date of quotation. Services performed later than 90 days from the date of quotation or later than the dates established in the quotation will be invoiced at prices in effect at time of performance.

TERMS OF PAYMENT – Terms of payment are net 30 days from date of invoice for services completed within a 30 day period. If payment is not received within 30 days, your project will be placed on hold and a charge of 1.5% per month will be added to the account until such time the account is made current. Reimbursable costs including, but not limited to, plotting, faxes, travel, or other reasonable expenses shall be billed at cost plus 15%.

TERMINATION – Any order or contract may be terminated or delayed by the Purchaser only upon payment of reasonable charges based upon expenses already incurred and commitments made by M&S Engineering. If Purchaser defaults in the performance of any payment obligation under this contract and fails to correct such default within seven (7) days following receipt of written notice thereof from M&S Engineering, LLC. M&S Engineering may, without prejudice to any other rights or remedies it may have, upon twenty-four (24) hour notice to Purchaser, cease performance of the contract and suspend its Work thereunder until such failure to pay is cured. In addition, in the event of Purchaser's and/or Owner's (a) bankruptcy, reorganization, receivership, insolvency, or making an assignment for the benefit of creditors, or (b) evidencing financial or organizational instability, M&S Engineering may, upon twenty-four (24) hour notice to Purchaser, cease performance of the Subcontract and suspend its Work thereunder until M&S Engineering, LLC receives reasonable assurance that its right to payment hereunder shall not be adversely impacted thereby.

INDEMNIFICATION AND LIMITATION OF LIABILITIES – Purchaser shall indemnify and hold harmless M&S Engineering, LLC, its owners, officers, employees, affiliated companies, parents, agents and representatives ("M&S Engineering, LLC Indemnitees") against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and reasonable attorney's fees ("Liabilities") to the extent they arise from or in connection with the willful misconduct or negligence of the Purchaser, its officers, employees, agents and/or representatives. Purchaser shall not be required hereunder to indemnify M&S Engineering, LLC Indemnitees to the extent of their negligence, act or omission, nor that of their invitees, workmen, subcontractors and/or suppliers or any of them. M&S Engineering, LLC shall not indemnify Purchaser, Owner, or any other party to the extent of such party's negligence, act or omission, nor that of their respective parents, affiliates, subsidiaries, agents, their officers, directors, shareholders, employees, agents, invitees, workmen, subcontractors and/or suppliers, (except for M&S Engineering, LLC's and its subcontractors and suppliers) or any of them. Except as expressly provided for herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation; provided further, and notwithstanding anything to the contrary contained in this agreement, M&S Engineering, LLC's total liability with respect to any and all claims, losses or damages shall not exceed the value of the services performed under the terms of this agreement.



2019 Engineering Rate Schedule

The following rate schedule is in effect for the 2019 calendar year and will be reviewed annually for appropriate changes as may be required.

Labor Classification	Base Rate
Technician I	\$ 60.00
Technician II	\$ 65.00
Technician III	\$ 70.00
Technician IV	\$ 75.00
Project Technician I	\$ 80.00
Project Technician II	\$ 85.00
Project Technician III	\$ 90.00
Project Technician IV	\$ 95.00
Project Technician V	\$ 100.00
Senior Technician I	\$ 105.00
Senior Technician II	\$ 110.00
Senior Technician III	\$ 115.00
Senior Technician IV	\$ 120.00
Project Manager I	\$ 150.00
Project Manager II	\$ 160.00
Project Manager III	\$ 170.00
Project Manager IV	\$ 180.00
Project Engineer I	\$ 135.00
Project Engineer II	\$ 145.00
Project Engineer III	\$ 150.00
Project Engineer IV	\$ 155.00
Project Engineer V	\$ 160.00
Administrative I	\$ 65.00
Administrative II	\$ 75.00
Administrative III	\$ 80.00

Labor Classification	Base Rate
Technical Specialist I	\$ 125.00
Technical Specialist II	\$ 135.00
Technical Specialist III	\$ 145.00
Technical Specialist IV	\$ 155.00
Graduate Engineer/SIT I	\$ 100.00
Graduate Engineer/SIT II	\$ 110.00
Graduate Engineer/SIT III	\$ 120.00
Graduate Engineer/SIT IV	\$ 130.00
CAD Operator I	\$ 70.00
CAD Operator II	\$ 75.00
Senior CAD Operator I	\$ 80.00
Senior CAD Operator II	\$ 85.00
Senior Engineer I/RPLS I	\$ 165.00
Senior Engineer II/RPLS II	\$ 170.00
Senior Engineer III/RPLS III	\$ 175.00
Senior Engineer IV/RPLS IV	\$ 180.00
Principal Engineer I	\$ 190.00
Principal Engineer II	\$ 200.00
Principal Engineer III	\$ 210.00
1 Man Survey Crew	\$ 110.00
2 Man Survey Crew	\$ 155.00
3 Man Survey Crew	\$ 175.00
Software Level I ¹	\$ 10.00
Software Level II ²	\$ 20.00

¹ Includes AutoCAD, MicroStation, L-Pile, SAG10 and other common licensed software packages

² Includes PLS-CADD, Bentley Systems, e-tap and other premium licensed software packages

³ Rates are inclusive of all surveying equipment, including stakes, marking paints, and other consumable items required. Special request items such as T-posts, 36" Laths, concrete monuments, etc. will be billed on a cost plus 15% basis.

⁴ Overtime Rates shall be 1.35 times the base rate.



2019 Reimbursable & Miscellaneous Pricing

The following reimbursable schedule is in effect for the 2019 calendar year and will be reviewed annually for appropriate changes as may be required.

Deliverable/Printing Pricing Schedule

DESCRIPTION	COST
Small job books (1" to 1 1/2" binder)	\$25.00
Medium job books (2" to 2 1/2" binder)	\$45.00
Large job books (3" and above binder)	\$65.00
Plots - "C" size (18x 24) Black & White	\$1.50
Plots - "C" size (18x 24) Color	\$2.50
Plots - "D" size (22X34) Black & White	\$2.50
Plots - "D" size (22X34) Color	\$3.50

*Any additional reimbursable items shall be billed at cost plus 15%.

- Shipping
 - All shipping of drawings, job books, and other deliverables will be invoiced based on actual cost plus 15%.

Additional Equipment

For site specific requirements that do not allow for access via 4x4 trucks, M&S will provide use of various all-terrain vehicles to facilitate field work. Reimbursement for usage of such equipment will be billed at the following rates:

Equipment	Rate
4 Wheeler	\$100/day
Utility Vehicle (Mule)	\$150/day

Travel Reimbursement Rates

- Hotel charges for overnight accommodations will be invoiced based upon actual cost plus 15%.
- Meals for traveling personnel will be invoiced based upon actual cost plus 15%.
- Air Travel
 - Air travel will be invoiced based on actual cost plus 15%.
 - Approval
 - Air travel costs in excess of \$500 per individual will require prior approval by client personnel requesting travel.
 - Air travel less than \$500 per individual will be considered pre-approved by client personnel requesting travel.
- Rental Car
 - Auto rentals (including fuel) will be invoiced based upon actual cost plus 15%.
- Mileage
 - Vehicle mileage will be invoiced based upon current IRS standard rates (plus \$0.05 per mile for 4x4 vehicles)

CITY COUNCIL MEMORANDUM

City Council Meeting: October 26, 2021
Department: Public Works
Subject: Resolution 21-R-118 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving and authorizing an easement with Centerpoint Energy Resource Corp. on the City of Schertz Animal Adoption Center property, and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)

BACKGROUND

As part of the Animal Adoption Center HVAC Replacement Project that is currently under construction at 800 Community Circle Drive, there is a need to have a natural gas service installed to supply gas heat to the facility. In order for Centerpoint Energy Resource Corp. (Centerpoint Energy) to install the new natural gas service on the property, the City needs to grant Centerpoint Energy an easement on the property.

GOAL

The goal of Resolution 21-R-118 is to grant an easement to Centerpoint Energy.

COMMUNITY BENEFIT

Installation of the new natural gas service is necessary in order to provide gas heat to the facility which is more efficient than the previous electric heaters that were installed.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution 21-R-118, approving and authorizing execution of the easement with Centerpoint Energy.

FISCAL IMPACT

There is no direct fiscal impact from this Resolution. The project was designed to utilize gas heat.

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-118.

Attachments

21-R-118
Exhibit A Easement Agreement

RESOLUTION NO. 21-R-118

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS APPROVING AND AUTHORIZING AN EASEMENT WITH
CENTERPOINT ENERGY RESOURCE CORP. ON THE CITY OF
SCHERTZ ANIMAL ADOPTION CENTER PROPERTY, AND OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into an agreement for An easement with Centerpoint Energy Resource Corp. (Centerpoint Energy) (the “Grantor”), in the form attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, the City needs Centerpoint Energy to install a natural gas service in connection with the Animal Adoption Center HVAC Replacement Project, located on the property at 800 Community Circle Drvie; and

WHEREAS, the City Council has determined that it is in the best interest of the City to agree to the easement in accordance with the terms of the Agreement.

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 the Agreement with the Grantor in substantially the form set forth on Exhibit A and to provide the easement in accordance with the terms of the Agreement.

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 26th day of October, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

within the Easement Area, Grantee will restore the Easement Area, as nearly as practical to the condition which existed prior to the commencement of said construction.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of installing, operating, maintaining, replacing, inspecting, and removing said Facilities within the Easement Area along and through Grantor's Property

Grantee shall also have the rights to remove from the Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

Grantor shall have the right to construct or place, or cause to be constructed or placed, utilities, drainage ditches, roadways, and/or driveways across, in a near perpendicular fashion, but not longitudinally along and within or under the Easement Area herein granted, hereinafter referred to as the "Crossings". Grantor assumes all responsibility for the cost of constructing, paving, and maintaining said roadways or driveways Crossings within the Easement Area. Said Crossings shall not be constructed within twenty-four (24) inches of Grantee's at or below ground Facilities. In the event that Grantor constructs, or causes to be constructed, any utilities, drainage ditches, roadways, and/or driveways which results in the relocation and/or removal of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal

of Grantee's Facilities. Grantor is prohibited from using the Easement Area for stockpile, burn piles, burn drums, spoil, water retention, or lay down areas.

This conveyance is expressly made and accepted subject to all valid and subsisting restrictions, reservations, covenants, conditions, rights of way, easements, liens, mineral reservations, and other encumbrances, if any, now in force and existing of record in the office of the County Clerk of Guadalupe County, Texas, to which reference is here made for all purposes, and to those easements which, though not of record, are evidenced on the ground to the extent same pertain to the property.

Grantor, Grantee, and their respective successors and/or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, Grantee, and their respective successors and/or assigns, Grantor, Grantee, and their respective successors and/or assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including, but not limited to, the Occupational Safety and Health Administration ("O.S.H.A.").

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully

claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this _____ day of _____, 20____.

City of Schertz

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of City of Schertz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ()he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said city.

Given under my hand and seal of office this ____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

**AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700**



BEARING BASIS: GRID NORTH
 COORDINATE SYSTEM: TEXAS STATE PLANE,
 NAD 1983 (2011), SOUTH CENTRAL ZONE

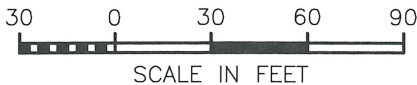
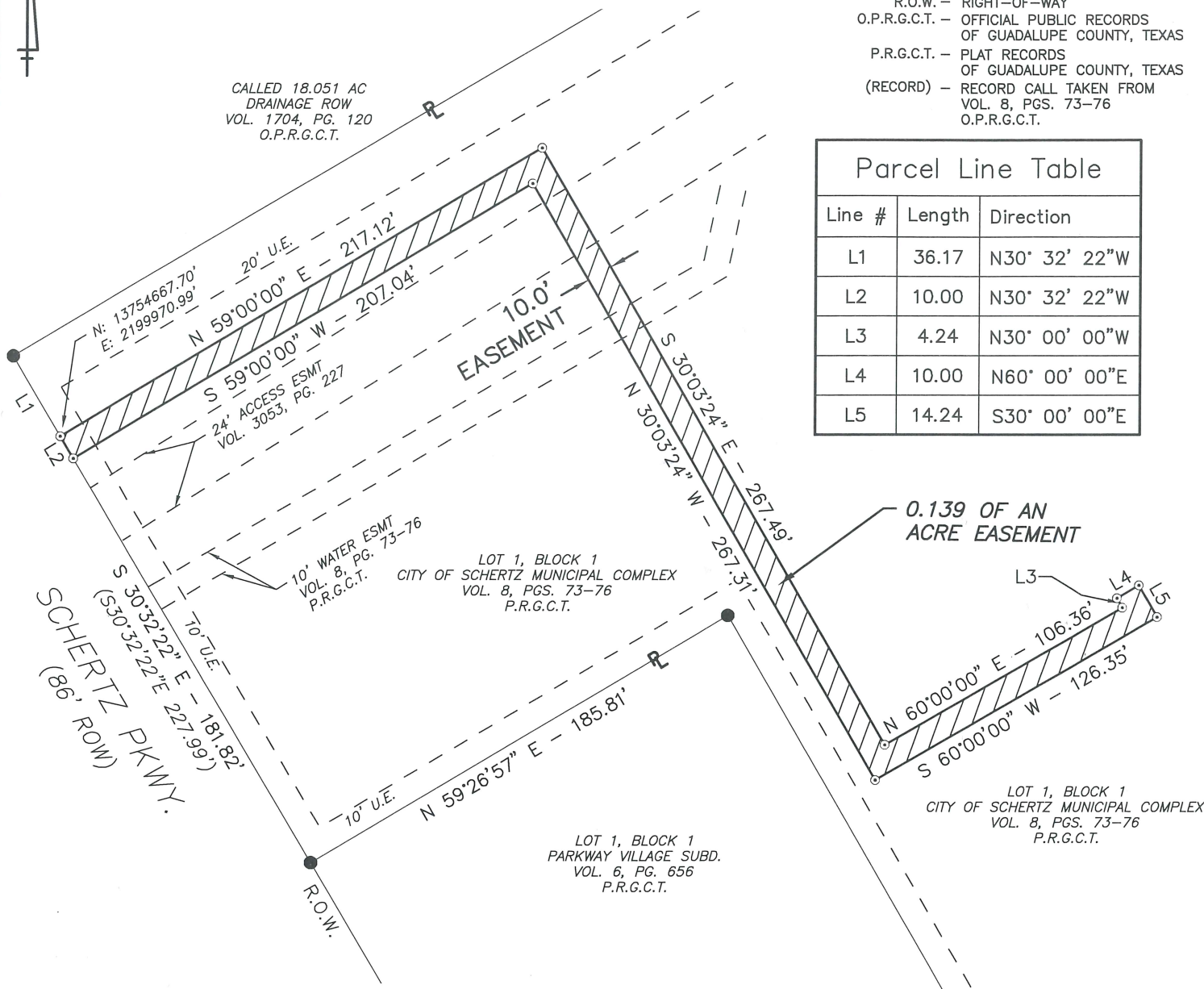
**G. MALPAZ SURVEY
 ABSTRACT NO. 221**

LEGEND

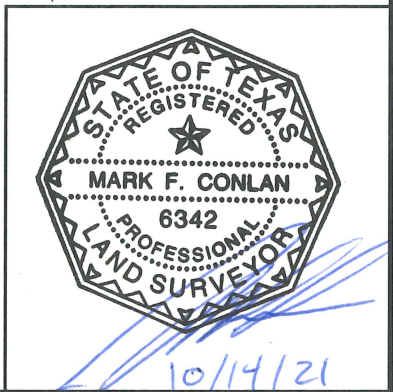
- - UNMONUMENTED POINT
- - FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- ℙ - PROPERTY LINE
- R.O.W. - RIGHT-OF-WAY
- O.P.R.G.C.T. - OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
- P.R.G.C.T. - PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- (RECORD) - RECORD CALL TAKEN FROM VOL. 8, PGS. 73-76 O.P.R.G.C.T.

CALLED 18.051 AC
 DRAINAGE ROW
 VOL. 1704, PG. 120
 O.P.R.G.C.T.

Parcel Line Table		
Line #	Length	Direction
L1	36.17	N30° 32' 22"W
L2	10.00	N30° 32' 22"W
L3	4.24	N30° 00' 00"W
L4	10.00	N60° 00' 00"E
L5	14.24	S30° 00' 00"E



**0.139 OF AN ACRE EASEMENT
 CENTERPOINT ENERGY
 PARCEL NO. 99585287
 GUADALUPE COUNTY, TEXAS**



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED	LAST PLOT DATE: 10-07-21	<p align="center">CenterPoint Energy SURVEYING & RIGHT OF WAY 2730 S. IH-35 New Braunfels, TX 78130 830-643-6937 Firm Number: 10194398 SKETCH NO. 21-0697</p>			
COUNTY: GUADALUPE	DRAWN BY: C.J.L.				
SURVEY DATE: 10-04-21	MAP NO: F219913754				
SCALE: 1"=60'	JOB NO: 99585287				
FILE NO. - BOOK: 2021	CHECKED BY: M.F.C				

CITY COUNCIL MEMORANDUM

City Council Meeting: October 26, 2021
Department: Executive Team
Subject: Resolution No. 21-R-119 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing approval of the Guadalupe Appraisal District (G.A.D.) Facility Parking Lot Expansion. (M. Browne)

BACKGROUND

On October 12, 2021 the City received a letter from Mr. Peter Snaddon, Chief Appraiser of Guadalupe Appraisal District stating that the Board of Directors would like to move forward with the parking lot expansion project at their Main Office location in Seguin. This expansion project was part of the Master Facility Plan which first began during the 2006-2007 time period. The 3,600 square feet addition to the renovation of the District's existing building was completed in 2008. The necessary activities to begin the project began late 2018 and into 2019.

The arrival of the COVID-19 pandemic, in early 2020, further complicated the commencement of the project bringing us to present day. The need of additional parking at their main office has only grown more prominent during these delays. In researching the facilities of other comparable appraisal districts (based on five (5) year growth analysis projections for the Guadalupe Appraisal District, comparable appraisal districts were chosen based on county population, county density, number of parcels, and staffing levels), it was determined that the additional thirty (30) parking spaces provided by this project would adequately serve the spacing needs of their organization.

Before this necessary project can be pursued, the City of Schertz is required to approve this project. Section §6.051(b) of the Texas Property Tax Code prescribes this approval process. The first step of the approval process requires that the Board of Directors (B.O.D.) approve a resolution proposing the project.

Upon approval of said resolution, the Chief Appraiser is required to notify the Presiding Officer of each entities' governing body of the approved resolution. The resolution passed proposes the cost of the project **shall not exceed** \$91,451. Attached is a copy of the approved resolution by the B.O.D. The District will not request any additional funds from the taxing units for this project. Sufficient funding for this capital improvement was included within their 2022 Adopted Budget, approved by the B.O.D. on August 4, 2021.

Section §6.051(b) further states that upon receiving notification of the approved resolution by the B.O.D. the governing body of each taxing unit, entitled to vote on the approval of the proposal, may approve or disapprove of the proposal by way of resolution. This action **must take place no later than** thirty (30) days after receiving notification of the approved resolution.

With this being said, the Board of Directors of the Guadalupe Appraisal District respectfully requests that an action item be placed upon our action agenda as soon as possible and no later than **October 26, 2021**, to approve a resolution of the proposed project.

Section §6.051(b) also requires that each entity file with the Chief Appraiser the resolution that was approved by the governing body **no later than** ten (10) days after the thirty (30) day period following receipt of the B.O.D. resolution. If this is not filed timely, they will have to treat the resolution as if it were disapproved.

GOAL

To comply with Section §6.051(b) and approve the much-needed parking lot expansion project for the Guadalupe Appraisal District.

COMMUNITY BENEFIT

Provide additional parking spaces at the Guadalupe Appraisal Districts Main Office in Seguin.

SUMMARY OF RECOMMENDED ACTION

To approve a resolution as indicated under section §6.051(b) authorizing and approving the Guadalupe Appraisal District Facility Parking Lot Expansion.

FISCAL IMPACT

No fiscal impact as the funds were approved in the Guadalupe Appraisal District FY 2022 budget that was adopted August 4, 2021.

RECOMMENDATION

Approval of Resolution No. 21-R-119.

Attachments

Resolution 21-R-119

Guadalupe Appraisal District Letter

RESOLUTION NO. 21-R-119

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING THE GUADALUPE APPRAISAL DISTRICT FACILITY PARKING LOT EXPANSION, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Guadalupe Appraisal District (G.A.D.) has demonstrated a need for additional parking space to meet the growing demand for appraisal services; and

WHEREAS, the Board of Directors of the G.A.D. proposed, and authorized expansion of the facility parking lot; and

WHEREAS, Texas Property Tax Code §6.051 requires acquisition or expansion of real property by the appraisal district to be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members; and

WHEREAS, sufficient funds exist in the dedicated and budgeted reserves of the G.A.D. to expand the facility parking lot and **the District will not request from the taxing units any additional funds for this facility parking lot expansion;** and

WHEREAS, any funds left from the expansion of the facility parking lot be allocated to the District's dedicated reserve funds for future payments towards the master plan for future expansion; and

WHEREAS, the expansion offers the most effective solution to provide the G.A.D. with the additional parking needed to service the taxing entities and the taxpayers of Guadalupe County.

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

Section 1. The City Council of the City of Schertz, Texas approves the G.A.D. facility parking lot expansion located at 3000 N. Austin St., Seguin, TX 78155 in the amount of \$91,451.

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 October 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

GUADALUPE APPRAISAL DISTRICT

Main Office

3000 N. Austin St.
Seguin, Texas 78155
(830) 303-3313 Opt. 1
(830) 372-2874 (Fax)



Schertz Substation

1052 FM 78 * Ste. 103
Schertz, Texas 78154
(830) 303-3313 Opt. 2
(877) 254-0888 (Fax)

October 12, 2021

City of Schertz Mayor and City Council

Ralph Gutierrez, Mayor
1400 Schertz Pkwy.
Schertz, TX 78154

Dear Mayor Gutierrez & City Council,

The Guadalupe Appraisal District (G.A.D.) Board of Directors would like to move forward with the parking lot expansion project (project) at our main office location in Seguin. This expansion project was part of the Master Facility Plan which first began during the 2006-2007 time period. The 3,600 sqft addition to and renovation of the district's existing building was completed in 2008. The necessary activities to begin the project began late 2018 and into 2019. The retirement of Jamie Osborne, chief appraiser during this time, and a procedural miscue¹ resulted in our need to delay the project. The arrival of the COVID-19 pandemic, in early 2020, further complicated the commencement of the project bringing us to present day. The need of additional parking at our main office has only grown more prominent during these delays. In researching the facilities of other comparable appraisal districts², it was determined that the additional thirty (30) parking spaces provided by this project would adequately serve the spacing needs of our organization.

Before this necessary project can be pursued, **your action is required to approve this project.**


§6.051(b) of the Texas Property Tax Code prescribes this approval process. The first step of the approval process requires that the Board of Directors (B.O.D.) approve a resolution proposing the project. During the regular meeting of the B.O.D. held October 6, 2021, the B.O.D. approved a resolution proposing this project.

¹ 2019 Budget Amendment Resolution was not brought to B.O.D. for a vote, as required by §6.06(c), to hold previously committed funding (\$102,831) from being returned to taxing entities per §6.06(j)

² Based on five (5) year growth analysis projections for the Guadalupe Appraisal District, comparable appraisal districts were chosen based county population, county density, number of parcels, and staffing levels.

Upon approval of said resolution, the chief appraiser is required to notify the Presiding Officer of each entities' governing body of the approved resolution, which is the purpose of this letter. The resolution passed proposes the cost of the project **shall not exceed** \$91,451. Enclosed you will find a copy of the approved resolution by the B.O.D. *The District will not request any additional funds from the taxing units for this project. Sufficient funding for this capital improvement was included within our 2022 Adopted Budget, approved by the B.O.D. on August 4, 2021.*

§6.051(b) further states that upon receiving notification of the approved resolution by the B.O.D, the governing body of each taxing unit, entitled to vote on the approval of the proposal, may approve or disapprove of the proposal by way of resolution. This action **must** take place **no later than** thirty (30) days after receiving notification of the approved resolution.

 With that being said, the Board of Directors of the Guadalupe Appraisal District respectfully requests that an action item be placed upon your action agenda as soon as possible and no later than **October 26, 2021**, to approve a resolution of the proposed project. Enclosed you will find a sample resolution that your governing body may use for the approval process.

§6.051(b) also requires that each entity file with the Chief Appraiser the resolution that was approved by the governing body **no later than** ten (10) days after the thirty (30) day period following receipt of the B.O.D. resolution. If this is not filed timely, we will have to treat the resolution as if it were disapproved.

An appraisal district representative can be available to discuss with you this process or answer any questions you might have and or to attend the meeting in which this resolution will be discussed and acted upon. Please notify our office as soon as possible in this regard, so we may accommodate your entity in the manner you wish.


Respectfully Submitted,

Peter Snaddon, R.P.A., C.C.A.

Chief Appraiser

RESOLUTION NO. 2021-6

STATE OF TEXAS {}

RESOLUTION PROPOSING PARKING EXPANSION
PROJECT OF FACILITIES OF THE GUADALUPE
APPRAISAL DISTRICT

COUNTY OF GUADALUPE {}

GUADALUPE APPRAISAL DISTRICT

WHEREAS, the GUADALUPE APPRAISAL DISTRICT (the DISTRICT) acting by and through its duly authorized and empowered Board of Directors has determined that it is necessary and in the best interest of the DISTRICT, all taxing entities served by the DISTRICT and the public the District serves to proceed with the facility parking expansion project.

WHEREAS, the DISTRICT Board of Directors has determined that other alternatives to remedy the parking expansion project will cost significantly more and make a recommendation insofar as the manner with which to proceed with the parking expansion.

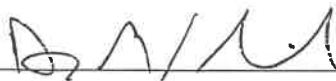
WHEREAS, the DISTRICT has determined that the total facility parking expansion shall not exceed \$91,451.


WHEREAS, the DISTRICT acknowledges that the DISTRICT is not authorized to proceed with construction or renovation of a building or other improvement without the consent of the taxing entities served by the DISTRICT in accordance with §6.051 of the Texas Tax Code.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the DISTRICT adopts and endorses the facility parking expansion project with the total combined cost of building project not to exceed \$91,451.

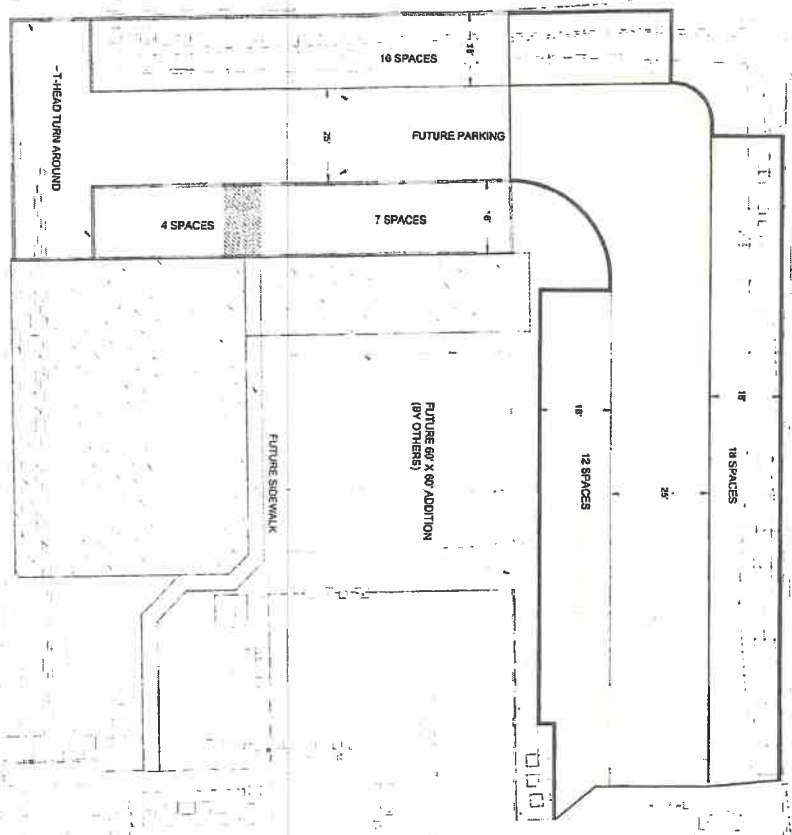
FURTHER, that the Chief Appraiser of the DISTRICT is authorized and directed to take acts necessary to provide the proposed parking expansion project resolution set forth above to the taxing entities entitled to vote pursuant to §6.051 of the Texas Tax Code.

READ, PASSED, AND APPROVED this the 6th day of October 2021.

By: 
Dr. Greg Gilcrease, Chair

Attested: 
Mr. Daryl John, Secretary
Darren Dunn, Vice Chair

**Project Subject to
B.O.D. Resolution 2021-6*



1 SCHEMATIC LAYOUT

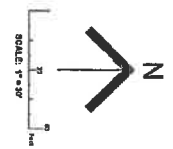
SCALE: 1" = 30'

LEGEND



- GENERAL NOTES/ASSUMPTIONS**
- PARKING CONCEPTUALLY Laid OUT WITH T-HEAD SIMILAR TO SCHEMATIC PROVIDED BY APPRAISAL DISTRICT. WILL NEED TO VERIFY FIRE ACCESS WITH FIRE DEPARTMENT. APPROXIMATE DISTRICT. PLEASE CONSULT.
 - PROPOSED PARKING IS ~ 28 SPACES TO MATCH WITH BUDGET FROM PLANNING DOCUMENTS. CALCULATIONS FROM TO VERIFY IF WILL WORK WITH FUTURE ADDITIONS, IF DESIRED.
 - FUTURE DETENTION POND TO BE LOCATED WITHIN 10' OF EXISTING POND. MAX.
 - FUTURE SIDEWALK ALONG SOUTH SIDE OF BUILDING 4' WIDE.
 - OLD DETENTION STRUCTURE TO BE REMOVED IN FUTURE (CLIMATE DEVELOPMENT CONDITIONS). MAY NEED TO PROVIDE ALL WEATHER ACCESS IN FUTURE FOR FIRE DEPARTMENT. LINE WILL HAVE 6"-12" EXPOSED ON BACK SIDE. FUTURE NEW PARKING LOT WILL BE ELEVATED TO BRING IT OUT OF EXISTING DETENTION AREA.
 - FUTURE DETENTION SIZE CALCULATED BASED UPON PRE-EXISTING CONDITIONS. THE CURRENT POND OVERSIZES FOR IMPROVEMENTS PRESENT.

NOTES
 COUNTY: GUADALUPE
 CITY: SEGUIN
 ETL: VAN
 SCHOOL DISTRICT: SEGUIN ISD



GUADALUPE COUNTY APPRAISAL DISTRICT
 3000 N. AUSTIN ST. SEGUIN TX 78155

PRELIMINARY LAYOUT



PROJECT NO: 2021-003
 DATE: 11/11/2021
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 TITLE: [Title]

Guadalupe County Appraisal District - Parking Lot Expansion (Base Bid)
 Opinion of Probable Cost
 10-Aug-2021

No	Item	Qty	Unit	Unit Price	Cost	Total Bid Item Cost
BID ITEM 1 - MOBILIZATION, INSURANCE AND BONDS						\$11,928.43
1	Mobilization	1	L.S.	\$7,289.60	\$7,289.60	
2	Insurance and Bonds	1	L.S.	\$4,638.84	\$4,638.84	
BID ITEM 2 - SITE DEMOLITION						\$4,500.00
3	Site Demolition, Clearing and Haul Off	1	L.S.	\$4,500.00	\$4,500.00	
BID ITEM 3 - SITE WORK						\$57,849.08
4	Excavation for Haul Off (topsoil & detention area)	30	C.Y.	\$21.00	\$630.00	
5	Concrete Dumpster Pad	288	S.F.	\$12.50	\$3,600.00	
6	Asphalt Parking and Drives	1,236	S.Y.	\$38.00	\$46,963.78	
7	Parking and Drive Reflective	576	L.F.	\$1.75	\$1,008.00	
8	Concrete Curb	454	L.F.	\$11.00	\$4,997.30	
9	Concrete Trail Walk/Pad	0	S.F.	\$6.50	\$0.00	
10	Signage	1	L.S.	\$650.00	\$650.00	
BID ITEM 12 - BMP'S						\$400.00
11	Rock Berm	20	L.F.	\$20.00	\$400.00	
BID ITEM 5 - LANDSCAPING						\$3,520.00
12	12" Topsoil	1,200	S.F.	\$1.00	\$1,200.00	
13	Soil Media Barrier Geotextile	1,200	S.F.	\$0.45	\$540.00	
14	Mulch	1,200	S.F.	\$0.40	\$480.00	
15	Shade Trees - 30 Gal.Cont. Grown	2	E.A.	\$650.00	\$1,300.00	
Total Base Bid					\$78,197.51	
Contingency 20%					\$13,253.82	
Grand Total					\$91,451.33	

CITY COUNCIL MEMORANDUM

City Council Meeting: October 26, 2021
Department: City Secretary
Subject: Appointments and Resignations to the Various City Boards, Commissions and Committees - Consideration and/or action appointing Mr. Shawn Moore as a Regular Member to the Parks and Recreation Advisory Board and moving Mrs. Jaime Acevedo to the Alternate 1 Position. (B. Dennis/Council)

BACKGROUND

As it has been the practice when a Regular Member of a Board or Commission resigns, the person serving in the Alternate 1 position is moved up into that vacancy. It is also practice moving the person serving in the Alternate 2 position to the Alternate 1 position. Since the resignation of Ms. Kimberly Smith, a regular member vacancy occurred. Staff reached out to the Parks and Recreation Advisory Board Chair, and he was in agreement to move up Mr. Shawn Moore to fill the regular position vacancy and move up Mrs. Acevedo.

Staff reached out to Mr. Moore and Mrs. Acevedo, and they are in agreement with the proposed appointments.

Staff recommends approval of the appointment of Mr. Moore to the vacant regular position and the appointment of Mrs. Acevedo to the Alternate 1 position of the Parks and Recreation Advisory Board.

CITY COUNCIL MEMORANDUM

City Council Meeting: October 26, 2021
Department: Parks, Recreation & Community Service
Subject: Resolution 21-R-115 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an Interlocal Agreement with the Alamo Area Council of Governments to receive federal funding for the Schertz Area Senior Center Congregate Meal Program. (B. James/L. Shrum)

BACKGROUND

The City of Schertz currently provides a free congregate meal program to Seniors at the Schertz Area Senior Center. The lunches have been provided through various arrangements in the past with Comal County Senior Citizens Foundation, Community Council of South Central Texas (CCSCT), and with local area restaurants, at a minimal cost to seniors. In 2018 the City embarked on a formal Request for Proposals (RFP) process to secure an agreement with a vendor to provide congregate meal service to the Center. Once that RFP process was completed and a vendor was selected (Selrico Services), city staff applied to the Alamo Area Council of Governments to be a meal provider and receive reimbursement from federal funding available through the Area Agency on Aging. The city receives \$3.81 per meal in reimbursement and the city's match is \$0.34 per meal (meal unit price is \$4.15) up to an amount not to exceed \$21,797. The total amount budgeted for the nutrition program is \$114,000 so if the full amount is expended and the full amount is reimbursed, approximately 19% of the cost is being recovered.

GOAL

The goal is to enter into the interlocal agreement with the Alamo Area Council of Governments to subsidize the cost of the nutrition program at the Schertz Area Senior Center. The program requires that all providers reapply each year and sign an interlocal agreement each year as available funding varies from year to year.

COMMUNITY BENEFIT

The seniors in the community benefit greatly from the congregate meal program. The meals follow federal nutrition guidelines for well-balanced healthy meals tailored to seniors' specific nutrition needs. Providing the meal in a congregate setting also provides much-needed socialization for our senior community since isolation is one of the main contributors to declining mental health in older adults.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 21-R-115.

FISCAL IMPACT

This interlocal agreement with the Alamo Area Council of Governments allows for reimbursement to the City of Schertz in an amount not to exceed \$21,797.

RECOMMENDATION

Approval of Resolution 21-R-115.

Attachments

FY21-22 AACOG Contract for Senior Meals

Resolution 21-R-115

AACOG Routing Approval Form

Attach electronic signature to certify departmental approval

Originator	Date	Subject	Needed By:
Gloria Givilancz	9/29/2021	FY22 Vendor Contract - City of Schertz	ASAP

Document Category

- | | | |
|------------------------------------|---|--|
| <input type="checkbox"/> Grant | <input type="checkbox"/> Interlocal (ILA) | <input type="checkbox"/> Request for Application |
| <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Vendor Services | <input type="checkbox"/> Request for Proposal |
| | <input type="checkbox"/> Instructor | <input type="checkbox"/> Request for Information |
| | <input type="checkbox"/> Consultant | <input type="checkbox"/> MOU |
| | <input type="checkbox"/> | |

Attachment Description

The FY22 Aging Contract Agreement between City of Schertz (Contractor) and Alamo Area Council of Governments (AACOG). The Contract is an Agreement for the Contractor to provide Older American Program Service(s) for the Aging Program. The Contractor is going to provide Congregate Meals Service.

Email to: mbrowne@schertz.com, ggivilancz@aacog.com, clloyd@aacog.com



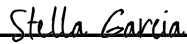
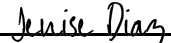

Recommendation:

Staff recommend approval, signature and execution of agreement for the Contractor to provide OAA service(s) for the Aging program.

Required Attachments:

- | | |
|--|---|
| <input type="checkbox"/> Board Documentation | <input checked="" type="checkbox"/> Contracting party emails(s) |
| <input type="checkbox"/> SAMS and State debarment research | <input type="checkbox"/> Exhibit A |
| <input type="checkbox"/> Budget | <input type="checkbox"/> Exhibit B |

Approval Routing:

Through	Signature
Debbie Ugarte Procurement Dept.	DocuSigned by:  441FF1F38D9045D... 9/30/2021
Jo Ann Tobias-Molina, Program Director	DocuSigned by:  E0043082A5D047C... 9/30/2021
Stella Garcia, Senior Director	DocuSigned by:  6F872298D5B3439... 9/30/2021
Jenise Diaz, CFO	DocuSigned by:  7848460F0FAF41E... 9/30/2021
Clifford Herberg, General Counsel	DocuSigned by:  F72AC8719DD049F... 9/30/2021



Dear Contractor:

We are pleased to inform you that your Agency has been approved as a contractor for FY 2022. As a contractor, your Agency has agreed to provide service(s) as defined in the Contract to clients of the Area Agency on Aging and as authorized by the AAA staff. Also, your Agency has agreed to accept reimbursement as stated in the Scope of Project.

Please sign, date and return the DocuSign document **as soon as possible**. Should you have any questions or concerns regarding the Contract, please do not hesitate to call **210.362.5306**.

Our mission is to "work to build a community that supports older residents and allows them to age with dignity, security, and enhanced quality of life, as well as assure availability of high quality, efficient, community services." As a team, we will be able to make a difference in many lives. We look forward to working with you.

Gloria Givilancz
Contract and Nutrition Coordinator
ggivilancz@accog.com



AGREEMENT
between
ALAMO AREA COUNCIL OF GOVERNMENTS
and
CITY OF SCHERTZ

This agreement, (the "Agreement"), is made by and between the Alamo Area Council of Governments, ("AACOG") and City of Schertz, ("Contractor") acting by and through its duly authorized officials.

WITNESSETH

WHEREAS, AACOG desires to contract with public or private service providers for the provision of Older American Act (OAA) Programs; and,

WHEREAS, Contractor is ready, willing and able to provide these services for the consideration and upon the terms stated herein; and,

WHEREAS, the parties understand that this grant is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Health and Human Services Commission (HHSC) Awards under Title 45 CFR Part 75; and,

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements detailed herein, the parties agree as follows:

DEFINITIONS

As used in this Agreement, the following terms shall have the meaning as set out below:

AACOG is defined in the preamble of this Agreement and includes its successors and assigns.

Protected Health Information (PHI) has the same meaning as defined in Texas Health Code Chapter 181.00, limited to the information created or received by Contractor from or on behalf of AACOG.

Electronic Protected Health Information (EPHI), for purposes of the Agreement, has the same meaning given at Texas Health Code Chapter 181.00, limited to the information created or received by Contractor from or on behalf of AACOG.

Business Associate Agreement (BAA) is defined as an additional agreement that AACOG may require Contractor to execute if in the course of this Agreement, Contractor may through association with AACOG create or received PHI or EPHI of an individual.

AACOG Region is defined as the following 13 counties: Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson.

Bexar Region is defined as the urban and rural portions of Bexar County.

Alamo Region is defined as the 12 rural counties surrounding Bexar County, including: Atascosa, Bandera, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, Medina, McMullen, and Wilson counties.

AGREEMENT

1. CONTRACT PERIOD

1.1 This Agreement is effective upon final execution by AACOG (the "Effective Date") and shall terminate on September 30, 2022, or upon receipt of the final deliverable(s) if earlier.

2. SCOPE OF PROJECT

2.1 Contractor and AACOG agree the scope of the project shall be as described in the Exhibit A: Budget/Computation of Payments, Exhibit B: Assurances & Certifications and Attachment A: Request To Be Added To Bidder/Vendor List (the "Contractor Application"), and are incorporated herein by reference. In the event of any conflict between the Contractor Application or this Agreement, the terms of this Agreement shall control. Contractor represents and warrants that it, and its agents and subcontractors shall perform its obligations hereunder in a good and workmanlike manner.

2.2 Contractors must submit a performance variance report by the 5th of the month for the previous month when the variance is +10 or -10 percent of the monthly metrics. Additionally, Contractors shall immediately report when they anticipate they will not meet the metrics requirements or exceed budget. The variance report shall include: the reason, the action plan, and the expected date of completion.

2.3 Goods and services detailed in this contract are limited to residents in the AACOG Region. Further, Bexar Contractors are limited to serving residents in Bexar Region and Alamo Contractors are limited to serving residents in the Alamo Region, unless exceptions are included in contract.

2.4 Contractor shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved area plan, assure it will use outreach efforts to identify individuals eligible for assistance under this Contract, with special emphasis on: (1) older individuals residing in rural areas, (2) older individuals with greatest economic need (with particular attention to low-income minority and older individuals residing in rural areas), (3) older individuals who have greatest social need (with particular attention to low-income minority individuals and residing in rural

areas), (4) older individuals with severe disabilities, (5) older individuals with limited English proficiency, (6) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals, and (7) older individuals at risk for institutional placement.

- 2.5 Contractor must submit an outreach plan to AACOG annually by December 31, 2021 that emphasizes target populations listed in section 2.4. Effective January 5, 2022, Contractor shall report quarterly, on the 5th calendar day following the end of the quarter, a summary of outreach activities performed and planned.
- 2.6 Contractor must make all printed material available in English and Spanish to ensure access to individuals with limited English Proficiency. This includes menus and flyers posted on websites or social media.
- 2.7 Contractor must submit by December 31, 2021 the procedures for providing accommodations upon request for individuals with disabilities.
- 2.8 Contractor must submit most recent ADA accessibility compliance review by December 31, 2021 if services are provided onsite.
- 2.9 Contractor must use current AACOG logo, and any state or federal agency as appropriate, on all promotional items and social media posts and ensure appropriate logos are prominently displayed for all AACOG funded activities and events.
- 2.10 Contractors must provide a voluntary opportunity for each eligible program participant to contribute to the cost of the services while protecting the person's privacy. Contractor must safeguard and account for such contributions and use such contributions to expand or enhance program outcomes.
- 2.11 Contractor must report any negative incidents to the AACOG Contract Manager via email within 2 business days. Negative incidents include, but are not limited to:
 - Any incident that causes death or injury;
 - Physical assault;
 - Events requiring police involvement;
 - Inappropriate sexual behavior;
 - Any breach or reasonably assumed breach of personally identifiable information; or
 - Any incident that could result in negative media attention.
- 2.12 Contractor must report any emergency closure due to unforeseen circumstances such as inclement weather, power outage, plumbing issue, COVID outbreak, etc.
- 2.13 The Contractor must establish written procedures through which participants can communicate aspects of the service which impact negatively upon them. Contractors must maintain a log of written complaints received during the program year. The complaint log must be made available upon request.

See TAC RULE §213.9 for additional grievance requirements and procedures. AACOG grievance and appeal rights are included as EXHIBIT C.

- 2.14 A participant or Contractor may file an appeal if adverse action is taken against them. Adverse action may include a denial, reduction, or termination of goods, payments, and services. Contractors must develop procedures for addressing appeals.

See TAC RULE §213.9 for additional appeal requirements and procedures. AACOG grievance and appeal rights are included as EXHIBIT C.

- 2.15 Contractor must retain all programmatic, financial, and supporting documentation (including statistical records or other records or reports pertinent to the services provided for a minimum of seven years after expiration of contract, or seven years after:

- All litigation and claims are resolved;
- Final payment has been received; or
- All other pending matters are closed.

- 2.16 Contractor and AACOG agree that this Agreement will become binding on the date of the signature by both parties. Notwithstanding that date, the term of this Agreement shall be for the period October 1, 2021 through September 30, 2022, and shall be considered an integral part of the complete contract for Direct Purchases of Services (DPS) between AACOG and the Contractor. AACOG has adopted the DPS method to promote development of a comprehensive and coordinated delivery system to meet the need of older individuals 60 years of age or older and their caregivers. This Agreement provides a mechanism for creation of an individualized network of community resources accessible on a participant-by-program basis in compliance with the OAA, as amended, and the HHSC AAA Access and Assistance guidelines. The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Contractor. 2.2 Goods and services detailed in this contract are limited to residents in the AACOG Region. Further, Bexar Contractors are limited to serving residents in Bexar Region and Alamo Contractors are limited to serving residents in the Alamo Region, unless exceptions are included in contract.

3. CONTRACT AMOUNT AND PAYMENT

- 3.1 AACOG agrees to pay Contractor an amount not to exceed the established rate of payment in Exhibit A as payment for the service(s) Contractor provides to AACOG. AACOG shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR 75, as amended, or expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of Texas Administrative Code (TAC) rules and/or AACOG's rules. AACOG shall make payment upon satisfactory completion of the project or milestone and receipt of a proper invoice emailed to **aaabilling@aacog.com**. Payment shall be made within thirty (30) calendar days after receipt and approval of each invoice. Contractor agrees and understands

that the method for receipt of payment will be in the form of an ACH deposit. Additionally, Contractor agrees and understands that AACOG programs receive their funding from various funding sources that require prompt submission of expenses if the AACOG program is to be reimbursed for same. Contractor further understands and agrees that failure to timely submit its invoice to AACOG may result in a total and final denial of payment of the late invoice without recourse against AACOG, its funding source, employees, agents, or assigns.

- 3.2 AACOG shall determine completion of services by Contractor. Services provided by Contractor are considered to be complete upon meeting the requirements described in Exhibit A and in accordance with current or revised TAC policies and standards and the OAA, as amended, and approved by designated representative of AACOG.
- 3.3 **Contractor will submit invoices with appropriate documentation using an approved invoice template required by AACOG by the close of business on the 5th day of each month following the last day of the month in which services were provided. Invoices will be accepted the next business day if the 5th day falls on a weekend or holiday.**
- 3.4 Prior to modifications to the Scope of Project detailed in this Agreement, including modifications for which Contractor expects an increase in the established rate of payment, AACOG and Contractor must prepare a contract amendment that includes a description for the increase in the established rate of payment, as agreed upon by Contractor and AACOG and signed by both parties.

4. TERMINATION

- 4.1 Options for termination of this Agreement are as follows:
 - a. By either party with thirty (30) days written notice; or
 - b. AACOG reserves the right to immediately terminate this Agreement for failure by Contractor to perform under the terms of this Agreement, and/or any amendments or modification to the Agreement, as agreed to in writing by the signatories of the Contractors; or
 - c. In the event of a breach of this Agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach. The non-breaching party may terminate this Agreement by providing ten (10) days written notice to the other party of its intent to terminate this Agreement; or
 - d. Contractor will notify AACOG within forty-eight (48) hours if, for any reason, the Contractor becomes unable to provide the service(s); or
 - e. Discontinuance or reduction of funding to AACOG from its funding sources.
- 4.2 Upon early termination of this Agreement by either party without cause or by Contractor for a breach of this Agreement, AACOG shall pay the fees and expenses for services rendered by Contractor up to the effective date of termination. If Contractor cannot remedy its breach of this

Agreement within the cure period set forth above, Contractor shall only be entitled to payment for fees and expenses for that portion of services properly performed as of the termination date.

- 4.3 A breach shall be excusable if force majeure, and other causes beyond the breaching party's control. If any breach under the preceding sentence exceeds ninety (90) days, either party may terminate this Agreement. In such event, AACOG shall continue to be obligated to pay all fees and expenses incurred by Contractor for services rendered up to the effective date of termination.
- 4.4 Termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of AACOG and Contractor under this Agreement, except for Sections 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, and 16, which shall survive termination or expiration of this Agreement. Neither party may impose a penalty and/or fee in the event of Agreement cancellation or non-renewal.

5. REMEDIES

- 5.1 The Parties do not construe this Agreement as specifying the exclusive remedies for any Agreement default. Either party to this Agreement may pursue all remedies existing at law or in equity, which shall be considered cumulative.
- 5.2 If the Contractor has failed to comply with the terms of this Agreement that govern the use of monies appropriate under this Agreement, or if the Contractor has received funds in excess of those actually earned, AACOG may take appropriate action including the recapture of payment and/or withholding of funds.

6. INDEMNIFICATION; LIMITATION OF LIABILITY

- 6.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save harmless AACOG, its officers, employees, members, agents and contractors from and against all claims, liabilities, costs and damages, including reasonable attorneys' fees and expenses of litigation, arising out of or attributed, directly or indirectly, to Contractor's breach of any provision of this Agreement or from any negligent act or omission of Contractor, its officers, employees, agents or subcontractors.
- 6.2 Neither party shall be liable to the other party for any incidental, indirect, special, or consequential damages, including loss of profit, arising out of or in connection with this Agreement whether or not such party was advised of the possibility of such damage; provided, however, that the foregoing limitations shall not apply to any third-party claims arising out of either party's indemnification obligations.

7. AMENDMENTS

- 7.1 The parties shall enact changes in the time frame, character, provisions, or obligations of the parties hereto by written amendment to the Agreement executed by both Contractor and AACOG.

8. KNOWN OR SUSPECTED INCIDENT OF FRAUD

- 8.1 Any known or suspected incident of theft, fraud, or program abuse involving Contractor will be reported immediately by AACOG to the affected funding source for appropriate action. Contractor is likewise required to report to AACOG any suspected theft, fraud or program abuse committed by any person or entity including Contractor's employees within two business days. Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to AACOG or to any appropriate law enforcement authority, if the report is made in good faith.

9. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 9.1 Contractor provides its assurance that it will comply with all requirements of applicable Federal and State laws that no person providing or receiving services under this contract will be excluded from participation, or be otherwise subjected to discrimination because of race, color, religion, gender, sexual orientation, national origin, age, disability, or political affiliation or belief.

10. CONFLICT OF INTEREST

- 10.1 If an employee for Contractor has been an employee of AACOG within the past twelve (12) months, Contractor must make this known and must describe the relationship between the former AACOG employee and Contractor. In no instance may this former AACOG employee have hours billed on any project or program funded by or through AACOG until the former AACOG employee passes the twelve (12) month point. To do otherwise is justification for rejecting or terminating any proposed or executed contract(s).
- 10.2 Parties must warrant that neither they nor any member of their controlling management presently has a relationship with any member of the AACOG Board of Directors or an AACOG officer with contractual authority and will not enter into any such relationship, directly or indirectly, which would create or provide the appearance of a conflict of interest in the performance of any agreement with AACOG. Nothing contained in this paragraph shall relieve Contractor of its obligation to file a Conflict of Interest Questionnaire at a later date if such conflict arises. The Agency's current Board of Directors may be viewed at <http://www.aacog.com/160/Board-of-Directors>

11. COMPLIANCE WITH LAWS; REPRESENTATIONS AND WARRANTIES

- 11.1 Contractor shall comply with all applicable Federal, State and local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. When required, Contractor shall furnish AACOG written documentation necessary to provide satisfactory proof of compliance. The parties agree they shall construe this Agreement under the laws of the State of Texas. Contractor represents and warrants that it has acquired all necessary permits and licenses to accomplish the objectives of the project and shall bear the cost for all necessary permits and licenses.
- 11.2 AACOG represents and warrants that: (i) it will comply with all applicable Federal, State, and local laws and regulations, including but not limited to applicable privacy laws; (ii) it has obtained any and all permits, licenses, and third-party consents or approvals necessary in connection with

the use of materials furnished by AACOG to Contractor and that it has the legal right to disclose such materials to Contractor in connection with the services to be performed under this Agreement; (iii) any materials disclosed by AACOG to Contractor shall not violate or infringe upon the trademark, copyright, patent, or other intellectual property rights or rights of privacy or publicity of any third party; and (iv) it will not publish the work product or other deliverables in the public domain without the prior written consent of Contractor.

- 11.3 Neither party shall use the other party's name, logos, or trademarks in the public domain without the other party's prior written consent.
- 11.4 In performance of obligations under this Agreement, the Contractor shall act as an independent Contractor and not as an agent, representative, or employee of AACOG. No employee, agent, or representative of the Contractor shall be considered an employee of AACOG nor be eligible for any benefits, rights or privileges afforded to AACOG employees.
- 11.5 Contractor must comply with AACOG federal fiscal year contract that requires a written policy and procedure in place to ensure criminal background checks are performed on all potential staff and volunteers. The policy must cover the kinds of conduct that will disqualify a person from volunteering or being employed to provide OAA services. **Contractor must provide a copy of the policy upon request by AACOG and failure to do so is grounds for termination of this Agreement.**
- 11.6 Contractor understands and agrees that the non-Federal Share requirements specify the minimum percentage of the total cost of an activity must be met with funds other than Federal grants. For Title III B services, Contractor must contribute at least 10% match and for Title III E services, Contractor must contribute at least 25 % match.

12. DEBARMENT

- 12.1 Contractor certifies that neither it nor its principals, agents, subcontractors, or subgrantees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any State or Federal Program.
- 12.2 Contractor shall furnish AACOG with written documentation necessary to provide satisfactory proof of compliance, including but not limited to the "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants.*"
- 12.3 Contractor shall provide immediate written notice to AACOG, if, at any time during the term of the Agreement, including any renewals, Contractor learns that its certification was erroneous at time of submission or has become erroneous by reason of changed circumstances.
- 12.4 Should AACOG or another Federal or State agency debar Contractor, pursuant to a debarment policy currently existing or hereafter adopted, said debarment may, within AACOG's sole and absolute discretion, be grounds for termination of this Agreement for cause.

13. CONFIDENTIALITY

- 13.1 Each party shall treat all information received from the other party under this Agreement as confidential and shall not use or disclose such information for any purpose other than to fulfill its obligations under this Agreement. The obligation of confidentiality, however, shall not apply to information which: (i) at time of receipt or dissemination, is in the public domain or thereafter becomes generally available to the public; (ii) the receiving party already possessed at the time of receipt thereof from the disclosing party, and the information was not previously acquired directly or indirectly from the disclosing party; (iii) is acquired or rightfully received and without confidential limitation by the receiving party from a third party; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is required to be disclosed pursuant to court order or applicable law.
- 13.2 Data Use Agreement (DUA) – As a condition of this Agreement, Contractor agrees to execute and abide by the terms of AACOG’s DUA. The purpose of the attached DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with Contractor and describe Contractor’s rights and obligations with respect to the confidentiality information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. The DUA incorporates a variety of regulatory requirements under state and federal laws and is not limited to requirements for securing protected health information under the Health Insurance Portability and Accountability Act (HIPAA).

14. SUBCONTRACTORS

- 14.1 Contractor anticipates entering into subcontractor agreements. Should Contractor decide a subcontract is necessary, it is agreed that any subcontract with individuals or organizations under this Agreement, shall require AACOG’s prior approval and consent to the subcontract in the form of an amendment executed as provided in Section 7.1.
- 14.2 **Contractor must complete a subcontractor plan and pre-award survey prior to AACOG approval of subcontractor.**
- 14.3 **Contractor will be responsible for monitoring subcontractor financial and programmatic performance and will maintain pertinent records.**
- 14.4 **Contractors must ensure subcontractors are fully aware of requirements placed upon the subcontractors by state/federal/local rules and regulations and the provisions in this contract.**
- 14.5 Client Health Information - Contractor understands that AACOG must protect its client’s health information. This, if, in AACOG’s sole determination, Contractor and/or its subcontractors may have access to PHI or EHPI of any type required to be protected by AACOG, then Contractor and all of its subcontractors must execute and submit to AACOG an additional BAA, which will detail provisions for the safe handling of client health information. Failure by a Contractor or any of its subcontractors under this Agreement to execute a BAA when requested by AACOG will constitute a material breach in this Agreement.
- 14.6 Section **14.5** will be included in all subcontracts by Contractor under this Agreement.

15. LEGAL CONSTRUCTION

15.1 In case one or more provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16. NOTICES

16.1 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

For Contractor:

Dr. Mark Browne, City Manager
City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

For AACOG:

Diane Rath, Executive Director
Alamo Area Council of Governments
2700 NE Loop 410, Suite 101
San Antonio, Texas 78217

16.2 The Parties deem all notices given on the date delivered or three (3) days after deposited in the mail, unless otherwise provided for herein. Either party hereto may change their address for notice by sending written notice of such change to the other party in the manner provided herein.

17. INSPECTION OF BOOKS AND RECORDS

17.1 Contractor shall perform the services contracted for in accordance with the prior agreed upon fixed price(s). In the event one or both Parties terminates the Agreement prior to completion, AACOG shall be entitled to examine the financial books and records of Contractor for the purpose of verifying the amount of work performed by Contractor at the time of the Agreement's termination. Contractor shall provide AACOG, upon AACOG's written request, with receipts, invoices, and other supporting documentation to evidence any out-of-pocket expenses incurred by Contractor which it charges to AACOG in connection with this Agreement, including any third-party pass-through expenses, to ensure compliance with the terms of this Agreement. Additionally, AACOG and its duly authorized representatives shall have access to the records of Contractor which are directly or indirectly applicable to this Agreement for the purpose of conducting audits and examinations.

18. SOLE AGREEMENT

18.1 This Agreement constitutes the only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the subject matter.

19. RESOLUTION OF DISPUTES

19.1 Neither party shall institute a proceeding in any court nor administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party. If the dispute is not resolved within three (3) weeks after a demand for direct negotiation, the parties shall attempt to resolve the dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the State District Court of Bexar County, Texas, to appoint a mediator. If the mediator is unable to facilitate a settlement of the dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to that effect and the aggrieved party may then seek relief through the judicial process and the courts of Bexar County, Texas.

IN TESTIMONY HEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts by their duly authorized representatives.

ALAMO AREA COUNCIL OF GOVERNMENTS

CITY OF SCHERTZ

By:  _____
Diane Rath
Executive Director

By: _____
Dr. Mark Browne
City Manager

Date: 10/1/2021 _____

Date: _____

EXHIBIT A

BUDGET/COMPUTATION OF PAYMENTS

PROVIDER: CITY OF SCHERTZ

SERVICE: **CONGREGATE MEAL**

SERVICE DEFINITION:

A hot or other appropriate meal served to an older person who is eligible in a congregate setting.
(AAAPPM Chapter F)

UNIT DEFINITION: **ONE MEAL**

SERVICE & REIMBURSEMENT METHODOLOGY:

CONGREGATE MEAL	\$3.81
------------------------	---------------

For more service details [http://texreg.sos.state.tx.us/public/readtac\\$ext.viewtac](http://texreg.sos.state.tx.us/public/readtac$ext.viewtac)

Signature: _____ **Date:** _____

Title: _____

8/12/21 4:02 PM

Provider Name: City of Schertz

AAA Name: Area Agency on Aging of the Alamo Area

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

- | | | | | | | | | | | | | | | | | | | | |
|--|------------------|----------------------------------|----------------------------|-----------------|-----------------|---|--|--|--|--|--|--|----------------|-----|----------------------------------|---|-----------------|---|-----------|
| 1. Total Budgeted Expenses for Contract Year | 1. \$ 114,000.00 | | | | | | | | | | | | | | | | | | |
| 2. Total Number of Anticipated Meals to be Provided by Funding Source | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">HHS OAAA</td> <td style="width: 10%; text-align: right;">13,679</td> <td style="width: 20%; padding-left: 20px;">Other Funds Eligible Meals</td> <td style="width: 10%; text-align: right;">13,678</td> <td style="width: 20%; padding-left: 20px;">Other Sources 5</td> <td style="width: 10%; text-align: right;">0</td> </tr> <tr> <td colspan="6"> </td> </tr> <tr> <td>Program Income</td> <td style="text-align: right;">113</td> <td>Other Funds - Non-Eligible Meals</td> <td style="text-align: right;">0</td> <td>Other Sources 6</td> <td style="text-align: right;">0</td> </tr> </table> | HHS OAAA | 13,679 | Other Funds Eligible Meals | 13,678 | Other Sources 5 | 0 | | | | | | | Program Income | 113 | Other Funds - Non-Eligible Meals | 0 | Other Sources 6 | 0 | 2. 27,470 |
| HHS OAAA | 13,679 | Other Funds Eligible Meals | 13,678 | Other Sources 5 | 0 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| Program Income | 113 | Other Funds - Non-Eligible Meals | 0 | Other Sources 6 | 0 | | | | | | | | | | | | | | |
| 3. Whole Unit Rate (Line 1 divided by Line 2) | 3. \$ 4.15 | | | | | | | | | | | | | | | | | | |

Reimbursement Calculation

- | | | | |
|---|---------|-----------------|------|
| 4. Projected NSIP per Meal Value | | HHS OAAA | 0.73 |
| 5. Rate Less NSIP per Meal Value | | \$ | 3.42 |
| 6. Mandatory Local Match of 10% | \$ 0.34 | | |
| ** If Applicable, Match Reduction From the In-kind Match Certification form | | | |
| | \$ - | | |
| Required Cash Match | | \$ | 0.34 |
| 7. Proposed Meal Rate (Line 3 minus Line 6) | | \$ | 3.81 |

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Schertz
Legal Name of Contracted Provider


Mark Browne
Printed/Typed Name of Signer

Signature


Date

Area Agency on Aging of the Alamo Area
Name of Area Agency on Aging

Diane Rath
Printed/Typed Name of Signer

DocuSigned by:

Signature
575764BC7AF4426...

10/1/2021
Date

EXHIBIT B ASSURANCES & CERTIFICATIONS

The CONTRACTOR shall maintain proper documentation to substantiate all of the assurance items set out below. Such documentation will be subject to review for adequacy and completeness. Failure to maintain the appropriate and necessary documentation shall be grounds for sanctions and penalties, in accordance with 40 TAC 81.13 and 40 TAC 85.201(e)(3).

1. Compliance with Requirements

Contractor agrees to administer the program in accordance with the OAA and all applicable federal and state laws, rules, and regulations established by the Department, the AoA, and the Secretary of Health and Human Services.

2. Safeguarding Confidential Information

Contractor shall comply with requirements in the Data Use Agreement (DUA) which is hereby incorporated into this Agreement.

3. Standards for Fire, Health, Safety, Sanitation and Other Standards

Contractor providing services under this contract shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirements shall also be passed to all subcontractors and sub grantees in the fulfillment of this contract. Contractors assure that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.

4. Insurance Coverage

Contractor will maintain fire and casualty, worker's compensation, fidelity bond, and general liability insurance in amounts prescribed in statute or regulation, as applicable.

5. Civil Rights

Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

- 5.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et. seq.*)
- 5.2 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- 5.3 Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et. seq.*)
- 5.4 Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- 5.5 Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688) Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et. seq.*); and
- 5.6 The HHS agency's administrative rules as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin,

sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 2 C.F.R. Part 200 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.

Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractor agrees to comply with Executive Order 13279, and its implementing regulations in 2 C.F.R. Part 200. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Upon request, Contractor will provide the Texas Health and Human Services Commission's (HHSC) Civil Rights Office with copies of all of Contractor's civil rights policies and procedures.

Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, TX 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

EXHIBIT C

AACOG Notice of Grievance and Appeal Rights



Notice of Grievance and Appeal Rights

Rights and Responsibilities

- All participants and Contractors may file a grievance or formal appeal if they are adversely affected by AACOG or AACOG Contractor Staff.
- Grievance and appeal rights must be made available to all participants and Contractors.
- Grievances may be made at any time. However, AACOG must be advised within 10 calendar days of the event which created the basis for the grievance of the intent to appeal.
- Grievances and formal appeals must be addressed and documented as described below.
- A grievance or formal appeal may be presented on behalf of the participant or Contractor at their own expense.
- You may request assistance from AACOG with filing a complaint or the formal appeal process.
- Reasonable accommodations are available upon request.

How to File a Complaint or Formal Appeal

You may file a complaint or start the formal appeal process using the following options:

Call: 210-362-5306

Fax: 866-231-9913

Email: ggivilancz@aacog.com

Grievances

- Grievances shall be resolved at the lowest level of authority to avoid undue paperwork or loss of time.
- Grievances received directly at AACOG will be remanded to Contractor staff for resolution, if applicable.
- Grievances may be made orally or in writing.
- Grievances shall include:
 - The notice, document, policy or situation upon which a grievance is being made;
 - The dates that are significant which pertain to the grievance;
 - The names of individuals and organizations involved in the grievance.
 - A reference to any provision of the Older Americans Act (OAA) or regulations believed to have been violated by site management, grantee, area agency or the Department.
- Grievances shall be directed as indicated to the following authorities in the order indicated:

- Site Director
- Project Director
- AACOG Area Agency on Aging (AAA) Program Director
- AACOG Executive
- Executive Director of the Health and Human Services
- All discrimination grievances will be routed to AACOG management staff within one business day of the allegation.
 - AACOG management staff will route to AACOG legal counsel for proper resolution.
- AACOG will maintain a log of written grievances and appeals received. The log will include:
 - Description of complaint
 - Name of person filing the complaint
 - Date of complaint resolution
 - Was complaint substantiated

Formal Appeals

- AACOG will issue a written determination when services are denied, delayed, reduced, or terminated.
 - At this time AACOG will notify participant or Contractor of their right to appeal and AACOG appeal procedures.
- Formal appeals must be in writing unless an accommodation is requested.
- Formal appeals must be filed within 10 calendar days of AACOG issuing the written determination.
- Formal appeals shall include:
 - The notice, document, policy or situation upon which an appeal is being made; The dates that are significant which pertain to the appeal
 - The names of individuals and organizations involved in the appeal
 - A reference to any provision of policy that applies to the appeal
- If a formal appeal is filed, AACOG's Director of AAA Programs will review the appeal documentation and issue a written decision within 30 working days.
- The written decision will include further appeal rights.
- If the appellant chooses to continue appeal, AACOG will gather supporting documentation and facilitate the appeal process with the next level of authority.
- If the facts support the appeal, AACOG shall, within 30 working days of the receipt of the written grievance, make the changes necessary to resolve the issue.

EXHIBIT D

SCOPE OF PROJECT

This Agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of this Agreement shall be for the period of October 1, 2021 through September 30, 2022, and shall be considered an integral part of the complete contract for service delivery between **AACOG** hereinafter referred to as **AGENCY** and the **Contractor** mutually agree that the **City of Schertz** will provide, as a **DIRECT SERVICE, CONGREGATE MEAL** and **HOME DELIVERED MEALS** services for persons in the Bexar, Comal and Guadalupe County Area Agency on Aging planning and service area and will provide a minimum of **5721** Congregate meal units of service at the rate of **\$3.81 per unit..**

The total amount of Title III Federal funds shall not exceed **\$21,797 for Congregate Meals**

The total amount of funds committed by this **AGENCY** under this agreement shall not exceed **\$21,797.**

I further certify that I am authorized to sign for this **CONTRACTOR AGENCY.**

Type Name & Title

Signature of Contractor Official

Date

=====

EXHIBIT E

BUDGET/COMPUTATION OF PAYMENTS

PROVIDER: City of Schertz

SERVICE: CONGREGATE MEALS

U.S. Department of Health and Human Services

Passed through Texas Department of Health and Human Services Commission to the Area Agency on Aging Bexar County ID#539-16-0021-00001

Available Funding for Service Delivery:

Special Programs for the Aging Title III Funds Part C-CFDA 93.045	\$21,797
AAA Contract Funding Not-To Exceed	\$21,797

Program Income	\$ 550
Local Cash	<u>\$12,648</u>
Total	<u>\$ 13,198</u>

Number of Units All Persons: 8,397

Number of units to be purchased at unit rate: 5,721

Established rate of payment (Unit Rate): \$3.81

Signature: _____

Date: _____

Title: _____

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN THE
ALAMO AREA COUNCIL OF GOVERNMENTS
AND
CITY OF SCHERTZ**

This agreement ("AGREEMENT") is made by and between The Alamo Area Council of Governments, ("AACOG") and City of Schertz ("BUSINESS ASSOCIATE") acting by and through its duly authorized officials.

Article 1: Contract Period

- 1.1 This AGREEMENT is effective upon final execution by AACOG (the "Effective Date") and shall terminate when all Protected Health Information (PHI) and/or Electronic Protected Health Information (EPHI) provided by AACOG to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of AACOG, is returned to AACOG or destroyed (with required certification of destruction), or, if it is not feasible to return or destroy all PHI and/or EPHI, protections are extended to such information in accordance with the termination provisions in this AGREEMENT.

Article 2: Definitions

- 2.1 All terms used in this AGREEMENT not otherwise defined in this AGREEMENT have the same meaning as those terms in the Implementing Regulations. A reference to a section of an Implementing Regulation means the section as of the execution date of this AGREEMENT or as subsequently amended.
- 2.2 **Electronic Protected Health Information (EPHI)**, for purposes of this AGREEMENT, has the meaning given at 45 CFR 160.103, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of AACOG.
- 2.3 **Implementing Regulations** are Title 45, Code of Federal Regulations, Parts 160, 162, and 164 (45 CFR 160, 45 CFR 162, and 45 CFR 164), as amended.
- 2.4 **Individual** has the meaning given at 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 2.5 **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 45 CFR 164, Subparts A and E.
- 2.6 **Protected Health Information (PHI)**, for purposes of this AGREEMENT, has the meaning given at 45 CFR 160.103, limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of AACOG.
- 2.7 **Security Rule** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR 160 and 45 CFR 164, Subpart C.

Article 3: Background

- 3.1 Under the terms of this AGREEMENT, AACOG will provide or make available to BUSINESS ASSOCIATE, or BUSINESS ASSOCIATE may create or receive on behalf of AACOG, certain PHI and/or certain EPHI that BUSINESS ASSOCIATE must afford special treatment and safeguards

under the Health Insurance Portability and Accountability Act of 1966 (HIPAA) and its Implementing Regulations in conjunction with goods or services provided to AACOG by BUSINESS ASSOCIATE.

- 3.2 Obligations of BUSINESS ASSOCIATE under this section are in addition to the duties of BUSINESS ASSOCIATE with respect to confidential PHI and/or EPHI described elsewhere in this AGREEMENT.

Article 4: Obligations and Activities of BUSINESS ASSOCIATE

- 4.1 BUSINESS ASSOCIATE agrees not to use or disclose PHI and/or EPHI provided by, made available by, or created or received on behalf of AACOG other than as permitted by this AGREEMENT or required by law.
- 4.2 BUSINESS ASSOCIATE agrees to establish and maintain appropriate administrative, physical, and technical safeguards (consistent with the Implementing Regulations) to reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI it creates, receives, maintains, or transmits for, from, or to AACOG. In providing these protections, BUSINESS ASSOCIATE shall pay particular attention to the requirements addressed in the Privacy Rule and the Security Rule.
- 4.3 BUSINESS ASSOCIATE agrees to establish and maintain policies and procedures for mitigation, to the extent practicable, of any harmful effect of a use or disclosure of PHI and/or EPHI by BUSINESS ASSOCIATE, its subcontractors, and its agents in violation of the requirements of this AGREEMENT or the HIPAA Implementing Regulations.
- 4.4 BUSINESS ASSOCIATE agrees to promptly, but in no case more than one (1) business day, report to AACOG:
- a. Any use or disclosure of PHI and/or EPHI of which it becomes aware that is not provided for by this AGREEMENT.
 - b. Any security incident or breach related to AACOG PHI and/or EPHI of which it becomes aware.
- 4.5 BUSINESS ASSOCIATE agrees to promptly, but in no case more than sixty (60) calendar days, provide AACOG notification of any breach of PHI and/or EPHI as required by 45 CFR 164.410.
- 4.6 BUSINESS ASSOCIATE agrees to ensure, through a subcontract or other appropriate agreement, that any agent (including a subcontractor) to whom BUSINESS ASSOCIATE provides PHI and/or EPHI received from AACOG, or created or received on behalf of AACOG, agrees to the same restrictions and conditions that apply through this AGREEMENT to BUSINESS ASSOCIATE with respect to such information. That subcontract or other agreement shall:
- a. Be executed prior to allowing use or disclosure to or by the agent.
 - b. Contain the same terms, conditions, and restrictions on use, disclosure, and safeguard of PHI and/or EPHI as are contained in this AGREEMENT.
 - c. Be approved as to form, conditions, and restrictions by AACOG prior to execution.
- 4.7 BUSINESS ASSOCIATE agrees, at the request of AACOG and with reasonable notice during BUSINESS ASSOCIATE's established business hours, to provide access to PHI and/or EPHI in a designated record set to AACOG or, as directed by AACOG, to an individual to meet the requirements under 45 CFR 164.524.
- 4.8 BUSINESS ASSOCIATE agrees to make any amendments to PHI and/or EPHI in a designated record set that AACOG directs or agrees to pursuant to 45 CFR 164.526. AACOG shall furnish all amendment requests during BUSINESS ASSOCIATE's regular business hours.
- 4.9 BUSINESS ASSOCIATE agrees to make internal practices, books, and records, (including policies and procedures and PHI and/or EPHI) relating to use, disclosure, and protection of PHI and/or EPHI received from, or created or received by BUSINESS ASSOCIATE on behalf of AACOG available to AACOG or the Department of Health and Human Services (DHHS) for the purposes of determining

BUSINESS ASSOCIATE's compliance with the Privacy Rule and/or Security Rule. AACOG will make these requests during BUSINESS ASSOCIATE's regular business hours or as directed by DHHS.

- 4.10 BUSINESS ASSOCIATE agrees to document disclosures of PHI and/or EPHI and information related to such disclosures as would be required for AACOG to respond to a request by an individual for an accounting of disclosures of PHI and/or EPHI in accordance with 45 CFR 164.528.
- 4.11 BUSINESS ASSOCIATE agrees to provide AACOG or an individual, during BUSINESS ASSOCIATE's regular business hours and with reasonable advance notice by AACOG, information collected in accordance with Section 3.10 of this AGREEMENT, to permit AACOG to respond to a request by an individual for an accounting of disclosures of PHI and/or EPHI in accordance with 45 CFR 164.528.
- 4.12 BUSINESS ASSOCIATE agrees to return, or properly destroy and document such destruction, all PHI and/or EPHI received from AACOG, or created or received on behalf of AACOG, once BUSINESS ASSOCIATE finishes providing goods or services under this AGREEMENT or any succeeding AGREEMENT.
 - a. If BUSINESS ASSOCIATE destroys information, it must certify that destruction to AACOG in accordance with procedures and instructions which AACOG shall provide. Destruction and documentation shall, in all cases, be consistent with the guidelines provided in the Implementing Regulations.
 - b. BUSINESS ASSOCIATE may not unilaterally elect to destroy information that it must retain under Federal or State law or regulation.
 - c. BUSINESS ASSOCIATE must maintain required protections for all PHI and EPHI received from AACOG, or created or received on behalf of AACOG, for as long as BUSINESS ASSOCIATE has such information.
- 4.13 BUSINESS ASSOCIATE will develop and implement a procedure for sanctions to address violations, by employees, subcontractors, or agents, of the Privacy Rule, the Security Rule, or any other portion of the Implementing Regulations that deal with safeguard of PHI or EPHI.

Article 5: Obligations of AACOG

- 5.1 AACOG shall notify BUSINESS ASSOCIATE of any limitation(s) in AACOG's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent such limitation(s) may affect BUSINESS ASSOCIATE's use or disclosure of PHI or EPHI.
- 5.2 AACOG shall notify BUSINESS ASSOCIATE of changes in, or revocation of, permission by individuals to use or disclose PHI or EPHI, to the extent such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI or EPHI.
- 5.3 AACOG shall notify BUSINESS ASSOCIATE of any restriction(s) on the use or disclosure of PHI or EPHI to which AACOG has agreed in accordance with 45 CFR 16.522, to the extent such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI or EPHI.
- 5.4 AACOG shall not request BUSINESS ASSOCIATE to use or disclose PHI or EPHI in any manner that would not be permissible if done by AACOG.

Article 6: Permitted Uses and Disclosures by BUSINESS ASSOCIATE

- 6.1 Except as otherwise limited by this AGREEMENT, and provided use or disclosure would not violate the Privacy Rule or the Security Rule or other part of the HIPAA Implementing Regulations if done by AACOG, and further provided all uses and disclosures are limited to the minimum necessary to accomplish the purposes for which the PHI or EPHI is used or disclosed, BUSINESS ASSOCIATE may, on behalf of, or to provide services to, AACOG, use or disclose PHI and EPHI:

- a. For treatment, payment, or healthcare operations in support of BUSINESS ASSOCIATE's responsibilities to AACOG under Aging Services Contract and this AGREEMENT;
- b. To carry out its legal responsibilities, and for proper management and administration of BUSINESS ASSOCIATE, consistent with the requirements at the Implementing Regulations, provided those uses or disclosures are:
 1. Required by law; or
 2. BUSINESS ASSOCIATE obtains reasonable assurances from the person or entity to whom the information is further disclosed that the person or entity will:
 - (i) Maintain confidentiality of and safeguards for the PHI and/or EPHI in accordance with the Implementing Regulations;
 - (ii) Use or further disclose the information only as required by law or for the purpose for which it was disclosed to the person or entity; and
 - (iii) Immediately notify BUSINESS ASSOCIATE of any unauthorized use or disclosure, security incident, or breach of confidentiality of which the person or entity becomes aware, and subsequently provide such breach notification as would be required by BUSINESS ASSOCIATE under 45 CFR 164, Subpart D.
- c. To provide data aggregation services for AACOG if necessary to fulfill its obligations to AACOG; and
- d. To report violations of law to appropriate Federal or State authorities, consistent with 45 CFR 164.502(j).

Article 7: Ownership of PHI and EPHI

- 7.1 All PHI and EPHI shall be and remain the property of AACOG whether originating from AACOG, BUSINESS ASSOCIATE, or AACOG's clients.
- 7.2 BUSINESS ASSOCIATE agrees it acquires no title or rights to the information, including any de-identified information, as a result of this AGREEMENT.

Article 8: Amendment

- 8.1 The Parties agree to take such action as is necessary to amend this AGREEMENT to ensure compliance with applicable requirements of the HIPAA and its Implementing Regulations.
- 8.2 Both BUSINESS ASSOCIATE and AACOG shall enact any changes in the time frame, character, provisions, or other obligations of the Parties hereto by execution of a written amendment to the AGREEMENT.

Article 9: Termination

- 9.1 This AGREEMENT may be terminated as follows:
 - a. By written, mutual agreement of the parties;
 - b. For cause, upon AACOG's knowledge of a material breach or violation by BUSINESS ASSOCIATE, its agents, or its subcontractors, in which case AACOG shall either:
 1. Provide BUSINESS ASSOCIATE a reasonable opportunity to cure the breach or violation, and then terminate this AGREEMENT and the Aging Services Contract if BUSINESS ASSOCIATE does not cure the breach or violation within a time specified by AACOG; or

2. Immediately terminate this AGREEMENT and the Aging Services Contract if BUSINESS ASSOCIATE breaches a material term of this AGREEMENT and a cure is not feasible in AACOG's opinion; and
 3. If neither termination nor cure is feasible, AACOG shall report the violation to the Secretary of the Department of Health and Human Services.
- c. Immediately, without opportunity for cure, if BUSINESS ASSOCIATE knew of a material breach or violation on its part, that of its agents, or that of its subcontractors, and failed to immediately take reasonable steps to notify AACOG and cure its breach or violation.

9.2 Effect of termination.

- a. Except as provided in paragraph 9.2b of this section, upon termination of this AGREEMENT, for any reason, BUSINESS ASSOCIATE shall return or destroy (and so certify that destruction), and retain no copies of, all PHI and EPHI received from AACOG, or created or received by BUSINESS ASSOCIATE on behalf of AACOG. This provision shall apply to PHI and EPHI that BUSINESS ASSOCIATE, its subcontractors, and agents possess.
- b. In the event BUSINESS ASSOCIATE determines that return or destruction of PHI or EPHI is not feasible, BUSINESS ASSOCIATE shall provide AACOG, in writing, within seven business days of termination, notification of the condition(s) that make return or destruction not feasible. Upon such notification, BUSINESS ASSOCIATE shall extend the protections of this AGREEMENT to such PHI or EPHI and limit further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction not feasible for so long as BUSINESS ASSOCIATE maintains such PHI or EPHI.
- c. Termination of this AGREEMENT shall extinguish all rights, duties, obligations and liabilities of AACOG and BUSINESS ASSOCIATE under this AGREEMENT, except as provided in Article 10, which shall survive termination or expiration of this AGREEMENT.

Article 10: Survival of Terms

- 10.1 The duties and obligations imposed on BUSINESS ASSOCIATE under this AGREEMENT will survive expiration of the AGREEMENT until all PHI and EPHI provided by AACOG to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of AACOG, is returned to AACOG or is destroyed (with required certification of destruction).
- 10.2 Following proper return or destruction of all AACOG PHI and EPHI, the respective rights and obligations of BUSINESS ASSOCIATE under Articles 3, 4 and 7 of this AGREEMENT shall survive termination of this AGREEMENT.

Article 11: Compliance with Laws, Representations, and Warranties

- 11.1 BUSINESS ASSOCIATE shall comply with all applicable Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the AGREEMENT. When required, BUSINESS ASSOCIATE shall furnish AACOG with written documentation necessary to provide satisfactory proof of compliance.
- 11.2 This AGREEMENT shall be construed under the laws of the State of Texas.
- 11.3 BUSINESS ASSOCIATE represents and warrants that it has acquired all necessary permits and licenses to accomplish the objectives of this AGREEMENT, and BUSINESS ASSOCIATE shall bear the cost for all necessary permits and licenses.
- 11.4 AACOG represents and warrants that:
- a. It will comply with all applicable Federal, State, and local laws and regulations, including, but not

limited to, applicable privacy laws;

- b. It has obtained any and all permits, licenses, and third-party consents or approvals necessary in connection with the use of materials furnished by AACOG to BUSINESS ASSOCIATE and that it has the legal right to disclose such materials to BUSINESS ASSOCIATE in connection with the services to be performed under this AGREEMENT;
- c. Any materials disclosed by AACOG to BUSINESS ASSOCIATE shall not violate or infringe upon the trademark, copyright, patent, or other intellectual property rights or rights of privacy or publicity of any third-party; and
- d. It will not publish the work product or other deliverables in the public domain without the prior written consent of BUSINESS ASSOCIATE.

Article 12: Injunctive Relief

12.1 Notwithstanding any rights or remedies provided for in this AGREEMENT, AACOG retains all rights to seek injunctive relief to prevent or stop unauthorized use or disclosure of PHI and EPHI, or other violation of the HIPAA and its Implementing Regulations, by BUSINESS ASSOCIATE, its agent(s), subcontractor(s), or other third party that received information from BUSINESS ASSOCIATE.

Article 13: Indemnification; Limitation of Liability

- 13.1 To the fullest extent permitted by law, BUSINESS ASSOCIATE shall indemnify, defend, and save harmless AACOG, its officers, employees, members, agents, and contractors from and against all claims, liabilities, costs, and damages, including reasonable attorneys' fees and expenses of litigation, arising out of or attributed, directly or indirectly, to BUSINESS ASSOCIATE's breach of any provision of this AGREEMENT or from any negligent act or omission of BUSINESS ASSOCIATE, its officers, employees, agents or contractors.
- 13.2 Neither party shall be liable to the other party for any incidental, indirect, special, or consequential damages, including loss of profit, arising out of, or in connection with, this AGREEMENT whether or not such party was advised of the possibility of such damage; provided, however, that the foregoing limitations shall not apply to any third-party claims arising out of either party's indemnification obligations.

Article 14: Legal Construction

- 14.1 In case one or more of the provisions contained in this AGREEMENT shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- 14.2 Any ambiguity in this AGREEMENT shall be resolved to permit AACOG to comply with the Privacy Rule and the Security Rule.

Article 15: Sole Agreement

15.1 This AGREEMENT constitutes the only agreement between the parties hereto respecting the subject matter and supersedes any prior understandings or written or oral agreements regarding same.

Article 16: Resolution of Disputes

16.1 The parties shall settle any controversy or claim arising out of or relating to this AGREEMENT, or the breach thereof, by non-binding arbitration administered by the American Arbitration Association in

accordance with its commercial arbitration rules. Either party may enter judgement upon an award rendered by the arbitrator in any court having jurisdiction thereof.

- 16.2 Neither party shall institute a proceeding in any court nor administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party. If the dispute is not resolved within three weeks after a demand for direct negotiation, the parties shall attempt to resolve the dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the State District Court of Bexar County, Texas, to appoint a mediator. If the mediator is unable to facilitate a settlement of the dispute within a reasonable period of time, as determined by the mediator, the mediator shall issue a written statement to that effect and the aggrieved party may then seek relief through arbitration.
- 16.3 The parties shall conduct arbitration proceedings before a sole, neutral arbitrator, who shall be a member of the Bar of the State of Texas and actively engaged in the practice of law for at least ten years. The parties will conduct arbitration proceedings in San Antonio, Texas. The parties shall each bear their own cost and expenses and an equal share of the arbitrator's administrative fees of arbitration.
- 16.4 This AGREEMENT shall not be construed as specifying the exclusive remedies for any AGREEMENT default, but all remedies existing at law or in equity may be pursued by either party to this AGREEMENT and shall be considered cumulative.

IN TESTIMONY HEREOF, the parties hereto have executed this AGREEMENT in duplicate counterparts by their duly authorized representatives.

ALAMO AREA COUNCIL
OF GOVERNMENTS

CITY OF SCHERTZ

DocuSigned by:
 By: *Diane Rath*
 Diane Rath
 Executive Director

By: _____
 Dr. Mark Browne
 City Manager

Date: 10/1/2021

Date: _____

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES SYSTEM
AND
CONTRACTOR**

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

“**Authorized Purpose**” means the specific purpose or purposes described in the Base Contract for Contractor to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this

DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code § 166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor

shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's

security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information at rest requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code, Chapter 521;
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

- (1) Attempt to re-identify or further identify Confidential Information that has been deidentified, or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.
- (2) Engage in prohibited marketing or sale of Confidential Information.
- (3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information *obtained from a federal system of records*, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, *or in a timeframe otherwise approved by HHS in writing*. Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

- a. The date the Breach occurred;
- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including

Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;

- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.
- (C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.
- (D) Contractor shall fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

- (A) HHS may direct Contractor to provide Breach notification to individuals, regulators or third-parties, as specified by HHS following a Breach.
- (B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.
- (C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

(D) Contractor shall have the burden of demonstrating to the satisfaction of HHS that any required notification was timely made. If there are delays outside of Contractor's control, Contractor shall provide written documentation to HHS of the reasons for the delay.

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

HHS will not request Contractor to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 5.03 HHS Right to Inspection

At any time upon reasonable notice to Contractor, or if HHS determines that Contractor has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of Contractor to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General, the Office of the Attorney General of Texas, the State Auditor's Office, outside consultants, legal counsel or other designee.

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

(A) If HHS determines that Contractor has violated a material term of this DUA; HHS may in its sole discretion:

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

(C) The duties of Contractor or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 5.05 Injunctive Relief

(A) Contractor acknowledges and agrees that HHS may suffer irreparable injury if Contractor or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) Contractor further agrees that monetary damages may be inadequate to compensate HHS for Contractor's or its Subcontractor's failure to comply. Accordingly, Contractor agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 5.06 Indemnification

Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require Contractor to maintain, at its expense, the special and/or custom first- and third-party insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and noncontributory status.

(B) Contractor shall provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 5.08 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hsc.state.tx.us.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

**HHS CONTRACT NUMBER
CITY OF SCHERTZ**

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with City of Schertz (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

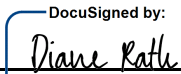
If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: 
575164BC7AF4426...
NAME: Diane Rath
TITLE: Executive Director
DATE: October 1, 2021

BY: _____
NAME: Dr. Mark Browne
TITLE: City Manager
DATE: _____

REQUEST TO BE ADDED TO BIDDER/CONTRACTOR LIST

Alamo Area Council of Governments (AACOG) requires all contractors interested in conducting business with the agency to complete a "Request to be Added to Bidder/Contractor List," packet.

AACOG/AAA has designed the Direct Purchase of Service (DPS) method to promote development of a comprehensive and coordinated delivery system to meet the needs of older individuals 60 years of age or older and their caregivers.

AACOG/AAA programs are on a cost reimbursement basis from the funding source. AACOG/AAA will bill the funding source subsequent to receipt of goods or service and invoices. Payment shall be made within 30 calendar days after receipt and staff approval of each invoice. Contractor agrees and understands that the method for receipt of payment will be in the form of an ACH deposit. **A completed ACH (EFT) form will be required with this application.**

For any questions or concerns regarding the application, contact the Contracts and Nutrition Coordinator at 210.362.5306.

RETURN THIS FORM TO:

Contracts and Nutrition Coordinator
Area Agencies on Aging
Alamo Area Council of Governments
ggivilancz@aacog.com

I, Dr. Mark Browne, hereby attest that I have read and understand the above terms for conducting business with the Alamo Area Council of Governments.

 4/26/21
Signature/Date

Company Name:	City of Schertz	dba	
Company Address:	1400 Schertz Parkway		
City, State, Zip Code:	Schertz, TX 78154		
Telephone Number:	210-619-1000		
Fax Number:	210-619-1029		
Representative Name:	Mark Browne		
Representative Phone Number & Email Address:	210-619-1000 mbrowne@schertz.com		
Website Address:	www.schertz.com		

Please check the service(s) for which you are applying:*(Attach any catalogs/brochures/samples – description of products/services required below)*

- | | |
|---|--|
| <input type="checkbox"/> Caregiver Education & Training | <input type="checkbox"/> Income Support |
| <input type="checkbox"/> Caregiver Information Services | <input type="checkbox"/> Legal Assistance – Advice Document Preparation & Representation |
| <input type="checkbox"/> Caregiver Respite Care Institutional | <input type="checkbox"/> Legal Awareness – Education and Outreach |
| <input type="checkbox"/> Caregiver Respite Care In-Home | <input type="checkbox"/> Mental Health Services |
| <input checked="" type="checkbox"/> Congregate Meal | <input type="checkbox"/> Personal Assistance |
| <input type="checkbox"/> Emergency Response | <input type="checkbox"/> Physical Fitness |
| <input type="checkbox"/> Health Maintenance | <input type="checkbox"/> Residential Repair |
| <input type="checkbox"/> Home Delivered Meals | <input type="checkbox"/> Transportation Demand Response |
| <input type="checkbox"/> Homemaker Service | |
| <input type="checkbox"/> Instruction & Training | |

Please assist us by completing the following:**1. Choose which County(ies) you are applying for:**

- | | | | | | |
|---|---------------------------------------|---|---|-----------------------------------|------------------------------------|
| <input type="checkbox"/> Atascosa | <input type="checkbox"/> Bandera | <input checked="" type="checkbox"/> Bexar | <input checked="" type="checkbox"/> Comal | <input type="checkbox"/> Frio | <input type="checkbox"/> Gillespie |
| <input checked="" type="checkbox"/> Guadalupe | <input type="checkbox"/> Karnes | <input type="checkbox"/> Kendall | <input type="checkbox"/> Kerr | <input type="checkbox"/> McMullen | <input type="checkbox"/> Medina |
| <input type="checkbox"/> Wilson | <input type="checkbox"/> All Counties | | | | |

2. Type of Request:

- New Contractor Update Information / Renewal

3. Ownership:

- | | | |
|---|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Governmental Agency | <input type="checkbox"/> Non-Profit * | <input type="checkbox"/> Other _____ |

*Non-profit organizations are not eligible for HUB certification

4. Have you done business with AACOG in the past?

- Yes No

5. Is your business currently certified with the State of Texas' Centralized Master Bidder's list?

<http://www.window.state.tx.us/procurement/prog/cmb1> **Please return confirmation of your CMBL certification with this contractor application.

- Yes No

6. If YES to question 5, check Historically Underutilized Business (HUB), Ethnicity, and Gender status, if applicable:

- | | | |
|--|--|---|
| <input type="checkbox"/> Asian Pacific American (AS) | <input type="checkbox"/> Hispanic Americans (HI) | <input type="checkbox"/> American Woman (WO) |
| <input type="checkbox"/> Black American (BL) | <input type="checkbox"/> Native American (AI) | <input type="checkbox"/> Male (M) / <input type="checkbox"/> Female (F) |

**** Provide a copy of your HUB certification to include you as a HUB, if applicable.****7. Is your principal place of business in the State of Texas?**

- Yes No

8. Is your organization delinquent on State of Texas Franchise taxes?

- Yes No

9. Are you or anyone in your organization related to an ACOG employee or a member of ACOG's governing board?

Yes No

If YES, list ACOG employee or board Member's name and relationship

NAME		RELATIONSHIP	
NAME		RELATIONSHIP	
NAME		RELATIONSHIP	

10. Additional Contractor Information

Billing Contact Name:	Analyse Miranda
Title:	Administrative Assistant
Phone Number:	210-619-1850
Email Address:	amiranda1@schertz.com
Referral Contact Name:	
Title:	
Phone Number:	
Email Address:	

Certification / License

State or federal agencies that license and/or regulate your services: N/A

**Please attach a copy of any application certifications and license.

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Texas Department of Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/sub grantee; "contract/grant" refers to both contract/grant and subcontract/sub grant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department of Aging and Disability Services, as applicable.

Do you have or do you anticipate having subcontractors/sub grantees under this proposed contract? YES NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/sub grantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/sub grantees upon each subcontract's/sub grant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/sub grant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

1. The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
2. The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE _____

VENDOR ID NO. /FEDERAL EMPLOYER'S ID NO. _____



 Signature of Authorized Representative
 4/26/2021

 Date

Dr. Mark Browne

 Printed/Typed Name of Authorized Representative
City Manager

 Title of Authorized Representative

THIS CERTIFICATION IS FOR FY 2022, PERIOD BEGINNING October 1, 2021 and ENDING September 30, 2022.

Service and Bidder Information

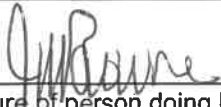
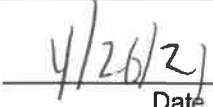
Note: AACOG/AAA understands that the cost for some of the services will vary depending on the need of the client and/or on a case-by-case basis.

Service authorization by AACOG/AAA staff is mandatory before a Contractor may provide **ANY** service(s). **ANY** deviation from the service authorization without prior approval from AACOG/AAA staff will result in non-payment.

Legal Name of Agency: City of Schertz

Proposed Service :	Congregate Meals
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	Schertz Area including Bexar, Guadalupe, and Comal counties. Schertz, Ciblo, Selma, Garden Ridge, Universal City & Marion
Do you have a state contract for a similar service, if so what is the rate:	\$3.80
Unit Proposed Rate/Cost:	\$3.80 (rate sheet \$3.81 CL)
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately: (See Explanation of Title III E Funds Match)	\$4.15 private rate \$3.80 AACOG grant rate \$0.35 City of Schertz match
Will you offer your discounted rate to clients after their services end at the AAA?	Yes

Proposed Service:	
Minimum required number of units per day, if any:	
Service area you are able to cover (Please be specific in describing your service area):	
Do you have a state contract for a similar service, if so what is the rate:	
Unit Proposed Rate/Cost:	
Justification of the difference between the proposed rate and the state rate:	
List actual private rate and any discounted rate given to agency separately: (See Explanation of Title III E Funds Match)	
Will you offer your discounted rate to clients after their services end at the AAA?	

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1. Name of person doing business with local governmental entity. Dr Mark Browne</p>		
<p>2. Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire because incomplete or inaccurate.)</p>		
<p>3. Name of local government office with whom filer has employment or business relationship.</p> <p>This section (item 3 including subparts A, B, C & D) must completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="padding-left: 20px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?</p> <p style="padding-left: 20px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="padding-left: 20px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe each affiliation or business relationship.</p>		
<p>4.</p> <p style="text-align: center;">  _____ Signature of person doing business with governmental entity </p> <p style="text-align: right;">  _____ Date </p>		

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Schertz

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
- Other (see instructions) ▶ **Municipality**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **3**

Exemption from FATCA reporting code (if any) **C**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1400 Schertz Parkway

6 City, state, and ZIP code

Schertz, TX 78154

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		

OR

Employer identification number									
7	4	-	1	4	6	9	3	4	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

6-12-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Certificate of Coverage

TMLIRP Contract Number: 8491	Member: Schertz Ms. Nancy Tumlinson Risk & Safety Specialist 1400 Schertz Pkwy Schertz, Texas 78154-1634	Company Affording Coverage: Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404
-------------------------------------	--	--

Certificate Holder:
 Alamo Area Council of Governments
 8700 Tesoro Drive, Suite 160
 San Antonio, Texas 78217

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s).

Coverage is continuous until canceled.

General Liability Effective Date: 10/1/2020 Anniversary Date: 10/1/2021 Limits of Liability (Each Occurrence): \$1,000,000 Sudden Events Involving Pollution (Each Occurrence): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$2,500	Real & Personal Property Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____												
Law Enforcement Liability Effective Date: _____ Anniversary Date: _____ Limits of Liability (Each Occurrence): _____ Annual Aggregate: _____ Deductible per Occurrence: _____	Mobile Equipment Effective Date: _____ Anniversary Date: _____ Limits of Coverage: _____ Deductible per Occurrence: _____												
Errors and Omissions Liability Effective Date: 10/1/2020 Anniversary Date: 10/1/2021 Limits of Liability(Each Wrongful Act): \$1,000,000 Annual Aggregate: \$2,000,000 Deductible per Occurrence: \$5,000	Boiler & Machinery - Broad Form Effective Date: _____ Anniversary Date: _____ Per Accident Limit: _____ Deductible per Occurrence: _____												
Auto Liability Effective Date: 10/1/2020 Anniversary Date: 10/1/2021 Limits of Liability (Each Occurrence): \$1,000,000 Deductible per Occurrence: \$1,000	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%;">Yes</th> <th style="width: 20%;">No</th> </tr> </thead> <tbody> <tr> <td>Mortgagee</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Loss Payee</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Loan Number:</td> <td colspan="2"></td> </tr> </tbody> </table>		Yes	No	Mortgagee	<input type="checkbox"/>	<input type="checkbox"/>	Loss Payee	<input type="checkbox"/>	<input type="checkbox"/>	Loan Number:		
	Yes	No											
Mortgagee	<input type="checkbox"/>	<input type="checkbox"/>											
Loss Payee	<input type="checkbox"/>	<input type="checkbox"/>											
Loan Number:													
Auto Physical Damage Effective Date: 10/1/2020 Anniversary Date: 10/1/2021 Limits of Liability: ACV or Agreed Value as scheduled Collision Deductible: \$1,000 Comprehensive Deductible: \$1,000	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%;">Yes</th> <th style="width: 20%;">No</th> </tr> </thead> <tbody> <tr> <td>Loss Payee:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Loan Number:</td> <td colspan="2"></td> </tr> </tbody> </table>		Yes	No	Loss Payee:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loan Number:					
	Yes	No											
Loss Payee:	<input type="checkbox"/>	<input checked="" type="checkbox"/>											
Loan Number:													

DESCRIPTION:
 Confirmation of coverage for the City of Schertz's "Seniors Congregate Meals Program".

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail _____ 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Date Issued:

10/29/2020



Certificate of Coverage

TMLIRP Contract Number:	8491							
Member:	Company Affording Coverage:							
Schertz Ms. Nancy Tumlinson Risk & Safety Specialist 1400 Schertz Pkwy Schertz, Texas 78154-1634	Texas Municipal League Intergovernmental Risk Pool (TMLIRP) PO Box 149194 Austin, TX 78714-9194 (512) 491-2300 or (800) 537-6655 Fax: (512) 491-2404							
Certificate Holder:								
Alamo Area Council of Governments 8700 Tesoro Drive, Suite 160 San Antonio, Texas 78217								
<p>This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.</p>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Workers' Compensation</td> <td style="width: 40%;">Effective Date: <u>10/1/2020</u></td> <td style="width: 40%;">Anniversary Date: <u>10/1/2021</u></td> </tr> <tr> <td></td> <td>Limits of Liability: <u>Statutory</u></td> <td></td> </tr> </table>			Workers' Compensation	Effective Date: <u>10/1/2020</u>	Anniversary Date: <u>10/1/2021</u>		Limits of Liability: <u>Statutory</u>	
Workers' Compensation	Effective Date: <u>10/1/2020</u>	Anniversary Date: <u>10/1/2021</u>						
	Limits of Liability: <u>Statutory</u>							
DESCRIPTION:								
Confirmation of coverage for the City of Schertz's "Seniors Congregate Meals Program".								

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

10/29/2020

RESOLUTION NO. 21-R-115

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE ALAMO AREA COUNCIL OF GOVERNMENTS TO RECEIVE FEDERAL FUNDING FOR THE SCHERTZ AREA SENIOR CENTER CONGREGATE MEAL PROGRAM.

WHEREAS, the Alamo Area Council of Governments provides federal funding through the Area Agency on Aging for congregate meal programs for seniors; and

WHEREAS, the City of Schertz has to apply to be a provider to the Alamo Area Council of Governments each year to receive federal funding; and

WHEREAS, the City of Schertz has been approved as a provider by the Alamo Area Council of Governments and needs to enter into an interlocal agreement to receive funds.

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

Section 1. The City Council hereby authorizes the City Manager of the City of Schertz, Texas to enter into an interlocal agreement with the Alamo Area Council of Governments, set forth as Exhibit A, in order to receive federal funding for the Schertz Area Senior Center congregate meal program.

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 October, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

INTERLOCAL AGREEMENT WITH ALAMO AREA COUNCIL OF GOVERNMENTS

CITY COUNCIL MEMORANDUM

City Council Meeting: October 26, 2021

Department: Planning & Community Development

Subject: Ordinance No. 21-S-42 - Consider and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to rezone 1.373 acres of land from Pre- Development District (PRE) to Single-Family Residential/ Agricultural District (RA), generally located 750 feet east of the intersection between Trainer Hale Road and FM 1518, 9049 Trainer Hale Road, also known as Bexar County Property Identification Number 310238, City of Schertz, Bexar County, Texas. (*Final Reading*) (B. James/L. Wood/M. Harrison)

BACKGROUND

The applicant is proposing to rezone approximately 1.373 acres of land from Pre-Development District (PRE) to Single-Family Residential/Agricultural District (RA). The property is generally located 750 feet east of the intersection between Trainer Hale Road and FM 1518, 9049 Trainer Hale Road.

Seven (7) public hearing notices were mailed to the surrounding property owners within two hundred feet (200') of the subject property on August 27, 2021, with a public hearing notice published in the "San Antonio Express" on September 27, prior to the City Council public hearing. At the time of this report Staff has received zero (0) responses in favor and one (1) responses opposed to the zoning request.

One resident spoke during the public hearing, Richard Bassett, 9058 Trainer Hale Road. He was concerned with the effects of the rezone and the surrounding properties and their uses.

GOAL

The project goal is to rezone the subject property from Pre-Development District (PRE) to Single-Family Residential/Agricultural District (RA) in order to allow the owner to add accessory structures and/or build a new home.

COMMUNITY BENEFIT

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

The Comprehensive Land Use Plan (CLUP), through the Future Land Use Plan and the Southern Schertz Sector Plan, designates this subject property as Estate Neighborhood. The objective of the Estate Neighborhood land use designation is intended to address residential development patterns within the RA zoned property within South Schertz. The goal within this Land Use/Character area is to incentivize an alternative development outcome with more flexibility in lot size.

- Comprehensive Plan Goals and Objectives: The proposed rezoning of the property to Single-Family Residential/ Agricultural District (RA) is in conformance with the goals and objectives of the Comprehensive Plan; the proposed zone change supports the large lot and

character of the Estate Neighborhood land use designation.

- Impact of Infrastructure: The proposed rezoning should have minimal impact on the existing water system, there is a City of Schertz water line that runs along the frontage of the property. The property currently does not have sanitary sewer infrastructure in place. There is an active OSSF system in place.
- Impact of Public Facilities/Services: The proposed rezoning should have minimal impact on public services, such as schools, fire, police, parks, and sanitation services.
- Compatibility with Existing and Potential Adjacent Land Uses: The subject property is surrounded by several parcels of equal size that are zoned Pre-Development District (PRE). The rezoning of this property is compatible with the Comprehensive Land Use Plan of Estate Neighborhood as it maintains the large lot and character of the land use designation.

FISCAL IMPACT

None

RECOMMENDATION

The Planning and Zoning Commission conducted a public hearing on September 8, 2021 and offered a recommendation of approval with a 7-0 vote for the rezone of the 1.373 acres of land from Pre-Development District (PRE) to Single-Family Residential/Agricultural District (RA).

Staff recommends approval of Ordinance No. 21-S-42 on final reading for the rezone of 1.373 acres of land from Pre-Development District (PRE) to Single-Family Residential/Agricultural District (RA).

Attachments

Ord. No. 21-S-42

Aerial Map

Zoning Exhibit

Citizen Response

ORDINANCE NO. 21-S-42

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 1.373 ACRES OF LAND TO SINGLE-FAMILY RESIDENTIAL/AGRICULTURAL DISTRICT GENERALLY LOCATED 750 FEET EAST OF THE INTERSECTION OF TRAINER HALE ROAD AND FM 1518, 9049 TRAINER HALE ROAD, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBE 310238, BEXAR COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 1.373 acres of land located 750 feet east from the intersection of Trainer Hale Road and FM 1518, also known as Bexar County Property Identification Number 310238, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.4.D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested zone change (the “Criteria”); and

WHEREAS, on September 8, 2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

WHEREAS, on October 12, 2021, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A, is hereby zoned Single-Family Residential/Agricultural District.

Section 2. The Official Zoning Map of the City of Schertz, described and referred to in Article 2 of the Unified Development Code, shall be revised to reflect the above amendment.

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

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

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

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

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

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Approved on first reading the 12th day of October, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 26th day of October, 2021.

Ralph Gutierrez, Mayor

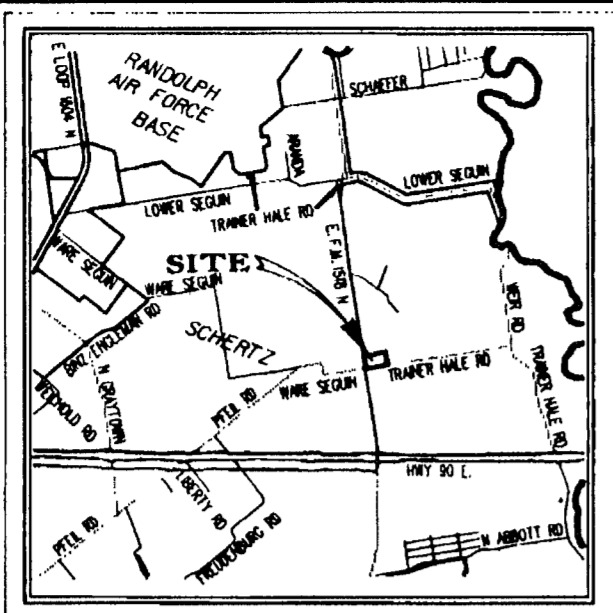
ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

Exhibit A

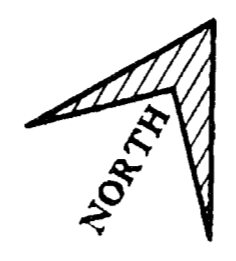
SUBDIVISION PLAT ESTABLISHING TRAINER HALE SUBDIVISION

BEING A 14.037 ACRE TRACT OF LAND OUT OF THE JULIAN DIAZ SURVEY NO. 66, BEXAR COUNTY, TEXAS, AND BEING OUT OF THAT CERTAIN 112.59 ACRE TRACT RECORDED IN VOLUME 2162, PAGES 119-123, DEED RECORDS OF BEXAR COUNTY, TEXAS.



LEGEND:

- EXIST. ELEC. ----- EXISTING ELECTRIC
- TEL. ----- TELEPHONE
- CATV ----- CABLE TELEVISION
- SAN. SWR. ----- SANITARY SEWER
- ESM'T. ----- EASEMENT
- R.O.W. ----- RIGHT-OF-WAY
- BLDG. ----- BUILDING
- N.C.B. ----- NEW CITY BLOCK
- BLK. ----- BLOCK
- E.T.V. & CATV ESM'T. --- ELECTRIC, TELEPHONE, & CABLE TELEVISION EASEMENT
- IRON ROD FOUND ----- IRON ROD FOUND
- IRON ROD SET ----- IRON ROD SET
- FOUND CONCRETE MONUMENT ----- FOUND CONCRETE MONUMENT



SCALE: 1" = 100'

BEARINGS BASED ON THE NORTH RIGHT-OF-WAY LINE OF TRAINER HALE RD.

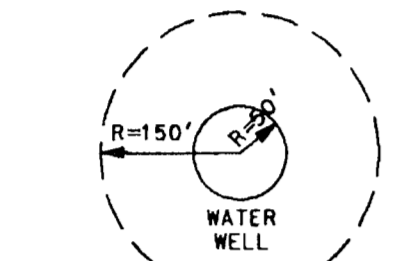
- NOTES:
1. ROTATE BEARINGS 00°40'46" CLOCKWISE TO OBTAIN STATE PLANE COORDINATE BEARING SYSTEM.
 2. STATE PLANE COORDINATES AS SHOWN HEREON WERE DERIVED FROM G.P.S. OBSERVATION AS OBTAINED FROM GEODETIX, INC.

- NOTES:
1. For residential development directly adjacent to State right of way, the Developer shall be responsible for adequate set-back and/or sound abatement measures for future noise mitigation.
 2. Owner/Developer is responsible for preventing any adverse impact to the existing drainage system within the highway right of way.
 3. Maximum access points to State highway from this property will be regulated as directed by "Regulations For Access Driveways To State Highways". This property is eligible for a maximum combined total of TWO access point, based on overall platted accessible highway frontage of 394.05.
 4. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TxDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT OF WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TxDOT.

- 1.) NINE (9) SINGLE FAMILY RESIDENTIAL LOTS ESTABLISHED.
- 2.) MONUMENTATION FOUND OR SET AT ALL PROPERTY CORNERS.
- 3.) RIGHT OF WAY STREET DEDICATION. (0.278 ACS.)

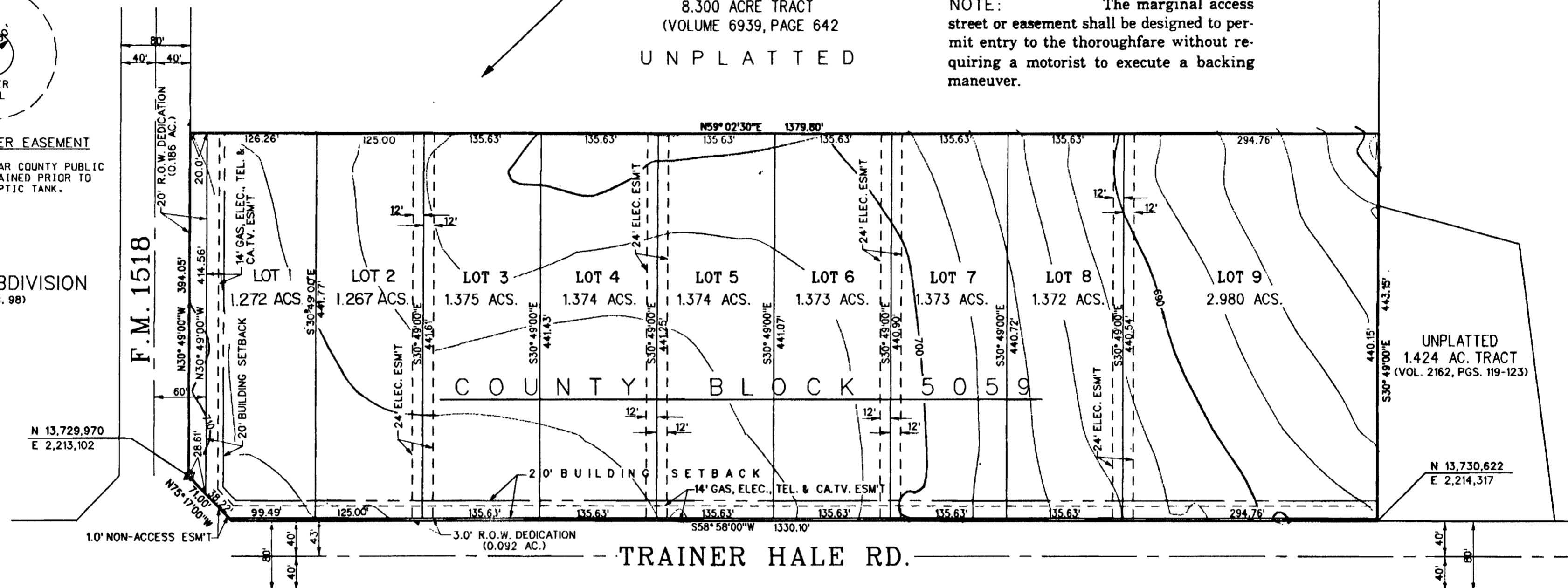
JULIAN DIAZ SURVEY NO. 66
 ABSTRACT 187
 COUNTY BLOCK 5059
 8.300 ACRE TRACT
 (VOLUME 6939, PAGE 642)
 UNPLATTED

NOTE: The marginal access street or easement shall be designed to permit entry to the thoroughfare without requiring a motorist to execute a backing maneuver.



SANITARY SEWER EASEMENT
 A PERMIT FROM BEXAR COUNTY PUBLIC WORKS MUST BE OBTAINED PRIOR TO INSTALLING ANY SEPTIC TANK.

BOENIG SUBDIVISION
 (VOL. 9100, PG. 98)



CERTIFICATE OF APPROVAL
 THE UNDERSIGNED, COUNTY JUDGE OF BEXAR COUNTY, TEXAS AND PRESIDING OFFICER OF THE COMMISSIONERS COURT OF BEXAR COUNTY, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT HAS BEEN FILED WITH THE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS, AND THAT AFTER EXAMINATION IT APPEARS THAT SAID PLAT IS IN CONFORMITY WITH THE STATUTES, RULES AND REGULATIONS GOVERNING SAME, AND THAT THIS PLAT HAS BEEN APPROVED BY THE SAID COMMISSIONERS COURT.

ON THIS 20th DAY OF Sept. 1999
 ATTEST: David L. Allen
 COUNTY JUDGE, BEXAR COUNTY, TEXAS



DEVELOPER/OWNER:
 ROBERT W. BARNES
 1900 NATIONS BANK PLAZA
 300 CONVENT ST.
 (210)225-1000

mcc MACINA, BOSE, COPELAND & ASSOCIATES, INC.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 415 Breesport Drive, San Antonio, Texas 78216
 27469

STATE OF TEXAS
 COUNTY OF BEXAR
 I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE PLANNING COMMISSION OF THE CITY.

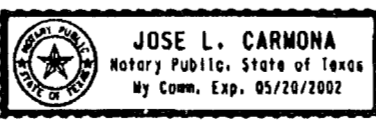
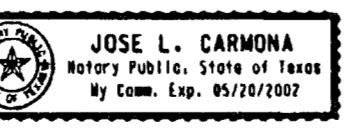
STATE OF TEXAS
 COUNTY OF BEXAR
 I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.
Joe Edward Hagle
 REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
 COUNTY OF BEXAR
 I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.
Joe Edward Hagle
 REGISTERED PROFESSIONAL LAND SURVEYOR

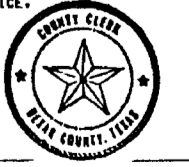
THIS PLAT OF TRAINER HALE SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.
 DATED THIS 17th DAY OF July 1999
 BY Joe Edward Hagle CHAIRMAN

NOTE:
 THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATING THE EASEMENTS AND RIGHT-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND ERECTING POLES, HANGING OR BUYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER ADJACENT LAND; THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENHINDER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREON. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.
 ANY CITY NON-HAZY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT DUE TO GRADE CHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION. THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW.

BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
ROBERT W. BARNES KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6 DAY OF July A.D. 1999
Jose L. Carmona
 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



STATE OF TEXAS
 COUNTY OF BEXAR
 I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 17th DAY OF Oct. A.D. 1999 AT 2:36 P.M. AND WAS RECORDED IN THE RECORDS OF SAID COUNTY, IN BOOK VOLUME 9545 ON PAGE 20 IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 17th DAY OF Oct. A.D. 1999
 COUNTY CLERK, BEXAR COUNTY, TEXAS
Edna D. [Signature] DEPUTY





Bexar County

1337491
CITY OF
SCHERTZ

991092
SCHINDLER ALAN
& CAROL TRUST

339274
LUENSMANN HENRY
W FAMILY TR &

310064
MCCOY
MICHAELA

310070
OBEARLE GARY
RICHARD

310121
KNEUPPER BRYSON
PROPERTIES LTD

310061
BRYCAP COMML
PROPERTIES LLC

310078
WARE-SEGUN
1518 LLC

310072
JUAREZ ROY
& EDNA M

310213
BOLLIG RONALD
& CHRISTINE

310214
VICK DAVID
HOLDE

310215
CHURCH OF
CHRIST

310216
KAMOLSRI CHOB
& PRAPAPAN

310217
KAMOLSRI PRAPAPAN
T & CHOB

310218
KAMOLSRI
PRAPAPAN T

310219
GARZA RAYMUNDO V
& GLORIA

310233
HARRISON
KARIE R

310234
SALAZAR
LIBRADO

310235
PONCE ALVARO VILLANUEVA
& CRISTINA GARCIA

310236
GARZA
LUCIA

310237
SHAW BRIAN
EDWARD

310238
ROLLAUER BOGUSLAW
J & BARBARA

310239
BASSETT
RICHARD E JR

310240
SKINNER DELBERT L
& SKINNER JORDON L

310241
JERNGAN
TIFFANY J

310247
STREMPER
TYLER R

1085747
MATHEWS-KING
ELIZABETH
J & KING RITCHIE L

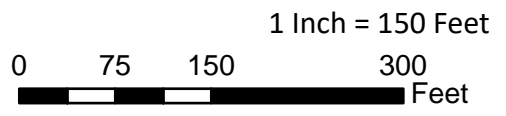
1085748
KING RITCHIE L &
MATHEWS-KING
ELIZABETH J

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



9049 TRAINER HALE RD

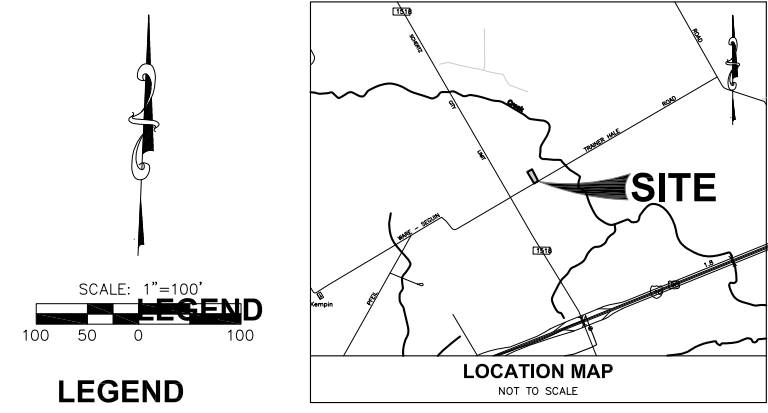
- <all other values>
- Highways
- Major Roads
- Minor Roads
- Other Cities
- Freeway
- Principal Arterial
- Planned Principal Arterial
- Secondary Arterial
- Planned Secondary Arterial
- Secondary Rural Arterial
- Planned Secondary Rural Arterial
- Residential Collector
- Planned Residential Collector
- Commercial Collector B
- Planned Commercial Collector B
- Commercial Collector A
- Planned Commercial Collector A
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EXISTING ZONING



PROPOSED ZONING



- LEGEND**
- EXISTING ZONING (PRE DEVELOPMENT)
 - - - PROPOSED ZONING (RESIDENTIAL AGRICULTURAL)
 - - - 200-FT NOTIFICATION BOUNDARY
 - ⑦ PROPERTY # SEE TABLE FOR ADDITIONAL INFORMATION

200-FT NOTIFICATION AREA PROPERTY INFORMATION							
PROPERTY #	LAND USE	ZONING	SUBDIVISION NAME	OWNER NAME	PROPERTY ADDRESS	PROPERTY ID#	RECORDING INFORMATION
1	RESIDENTIAL	PRE-DEVELOPMENT	TRAINER HALE SUBDIVISION	GARCIA LUCIA	9114 TRAINER HALE RD SCHERTZ, TX 78154	310236	VOL. 9545 PG. 20
2	RESIDENTIAL	PRE-DEVELOPMENT	TRAINER HALE SUBDIVISION	SHAW BRIAN EDWARD	9102 TRAINER HALE RD SCHERTZ, TX 78154	310237	VOL. 9545 PG. 21
3	INDUSTRIAL	DEVELOPMENT AGREEMENT (DELAYED ANNEXATION)	N/A	OBEARLE GARY RICHARD	7530 E FM 1518 N SCHERTZ, TX 78154	310070	VOL. 4154 PG. 0516
4	RESIDENTIAL	PRE-DEVELOPMENT	TRAINER HALE SUBDIVISION	BASSETT RICHARD E JR	9058 TRAINER HALE RD SCHERTZ, TX 78154	310239	VOL. 9545 PG. 21
5	RESIDENTIAL	PRE-DEVELOPMENT	TRAINER HALE SUBDIVISION	SKINNER DELBERT L &	9033 TRAINER HALE RD SCHERTZ, TX 78154	310240	VOL. 9545 PG. 21
6	ROAD	UNZONED RIGHT OF WAY	N/A	N/A	N/A	N/A	N/A
7	LAND (POTENTIAL DEVELOPMENT LAND)	DEVELOPMENT AGREEMENT (DELAYED ANNEXATION)	N/A	LUENSMANN HENRRY W FAMILY TR &	8841 TRAINER HALE RD SCHERTZ, TX 78154	339274	1417 & 1425

ACREAGE SUMMARY
 EXISTING 1.373 AC PRE-DEVELOPMENT ZONING
NOTE:
 NO 100 YR FLOODPLAIN EXISTS ON THE PROPERTY AS DEFINED BY BEXAR COUNTY, TEXAS COMMUNITY PANEL NUMBER 48029C0315F, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, EFFECTIVE DATE SEPTEMBER 29, 2010.

OWNER/DEVELOPER:
 ROLLAUER BOGUSLAW J & BARABARA
 9049 TRAINER HALE RD
 SCHERTZ, TX 78154-4517

ENGINEER:
 KLOVE ENGINEERING
 KEVIN W. LOVE, P.E.
 22610 US HWY 281 N STE 204
 SAN ANTONIO, TX 78258
 210-485-5683

KLOVE ENGINEERING
 Site Development Engineering Services
 Firm No. 11042
 www.kloveengineering.com (210) 485-5683

9049 TRAINER HALE RD
 9049 TRAINER HALE RD
 SCHERTZ, TX 78154
ZONING EXHIBIT

PROJECT NO.	
FILENAME:	TRAINER HALE
DESIGNED BY:	JC
DRAWN BY:	JC
SCALE:	1"=200'
DATE:	08/02/21
SHEET NO.	1 OF 1

NOTICE OF PUBLIC HEARING

August 27, 2021


Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, September 8, 2021 at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

ZC2021-011 – A request to rezone 1.373 acres of land from Pre-Development District (PRE) to Single-Family Residential/ Agricultural District, generally located approximately 750 feet east of the intersection between Trainer Hale Road and FM 1518, 9049 Trainer Hale Road, also known as Bexar County Property Identification Number 310238, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to mharrison@schertz.com. If you have any questions please feel free to call Megan Harrison, Planner directly at (210) 619-1781.


Sincerely,


Megan Harrison
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2021-011**

COMMENTS: One Main - Seven Duffer *This would stop any Commercial progress/benefits for seven*

NAME: Richard F Bassett Jr. SIGNATURE 
(PLEASE PRINT)

STREET ADDRESS: 9058 Trainer Hale Rd. Schertz TX 78154

DATE: Sept 8 2021

CITY COUNCIL MEMORANDUM

City Council Meeting: October 26, 2021

Department: Planning & Community Development

Subject: Ordinance No. 21-S-43 - Consider and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to rezone approximately 45 acres of land from General Business District (GB) to Manufacturing Light District (M-1), generally located approximately 1,300 feet east of Friesenhahn Lane and 450 feet north of IH-35 access road, also known as Comal County Property Identification Numbers 150166 & 81285, City of Schertz, Comal County, Texas. *(Final Reading)* (B. James/L. Wood/M. Harrison)

BACKGROUND

The overall property is approximately 45 acres of land including 6.011 acres which is currently General Business District (GB) and the remaining 36.474 acres is Manufacturing Light District (M-1). The proposed rezone from General Business District (GB) to Manufacturing Light District is only for the 6.011 acre portion. There will be a remaining 2.565 acre tract of land that abuts IH-35 that will remain zoned General Business District (GB). The notice that was published was for the entire 45 acre tract of land to be rezoned to Manufacturing Light District (M-1). However, after further review and discussion it was determined that only 6.011 acres of land needed to be rezoned from General Business District (GB) to Manufacturing Light District (M-1) as the rest of the acreage exists as Manufacturing Light District (M-1). If approved then this would result in the entire tract of land being under one zoning district.

Four (4) public hearing notices were mailed to the surrounding property owners within two hundred (200) feet of the subject property on August 10, 2021, with a public hearing notice published in the "San Antonio Express" on September 27, prior to the City Council public hearing. At the time of this staff report Staff has received zero (0) responses in favor or opposed to the zoning request.

GOAL

The project goal is to rezone the subject property from General Business District (GB) to Manufacturing Light District (M-1) in order to allow the owner to develop the property with an office/warehouse type development.

COMMUNITY BENEFIT

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision for future growth.

SUMMARY OF RECOMMENDED ACTION

The Sector Plan amendment to the Comprehensive Land Use Plan (CLUP) designates the subject property as part of the Commercial Campus land use designation. The objective of the Commercial Campus land use designation is to accommodate light manufacturing or flex office uses set in a campus like environment located at mid-block locations. Due to the location of the property the rezone is taking place 450 feet north of the frontage of 35. Therefore, the acreage that remains adjacent to IH 35 will maintain the General Business District (GB) zoning. The rezone captures the intent of the land use

designation of keeping the office retail along the highway and placing the industrial uses in the rear of the property.

- Comprehensive Plan Goals and Objectives: The proposed rezoning of this property to Manufacturing Light District (M-1) is consistent with the Comprehensive Land Use Plan as the industrial use is being maintained at the rear of the property and they are preserving the General Business District (GB) zoning on the frontage of 35.
- Impact of Infrastructure: The proposed rezoning should have minimal impact on the existing water system. The property will be serviced by an 8 inch water line that will stubbed for future development. The property currently does not have sanitary sewer infrastructure in place; however, there is sewer to the north of the property that would be closet to tap into. If the proposed zone change is approved, the applicant would be required during the development process to make any infrastructure improvements deemed necessary.
- Impact of Public Facilities/Services: The proposed rezoning should have minimal impact on the public services, such as schools, fire, police, parks, and sanitation services.
- Compatibility with Existing and Potential Adjacent Land Uses: The subject property is currently surrounded by several parcels such as Sysco, Amazon Distribution Center, and undeveloped lots that are zoned General Business District (GB) or Manufacturing Light District (M-1) which is compatible with the proposed rezone of this site.

FISCAL IMPACT

None

RECOMMENDATION

The Planning and Zoning Commission conducted a public hearing on September 22, 2021, and offered a recommendation of approval with a 6-0 vote for the rezone of the 6.011 acres to Manufacturing Light District (M-1). As mentioned in the background after the Planning and Zoning Commission meeting, staff determined that the rezone was only needed for the 6.011 acres. Therefore, 42.485 acres of land will be zoned Manufacturing Light District (M-1) and then there will be 2.565 acres that abut IH-35 that will remain General Business District (GB), which consists of the total 45 acres.

Staff recommends approval of Ordinance No. 21-S-43 on final reading to rezone the 6.011 acres of land to Manufacturing Light District (M-1).

Attachments

Ord. No. 21-S-43

Aerial Map

Zoning Exhibit

Rezone Exhibit

Draft Exhibit SAOne

ORDINANCE NO. 21-S-43

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 6.011 ACRES OF LAND TO MANUFACTURING LIGHT DISTRICT, GENERALLY LOCATED 1,300 FEET EAST OF FRISENHAHN LANE AND 450 FEET NORTH OF IH-35, ALSO KNOWN AS COMAL COUNTY PROPERTY IDENTIFICATION NUMBERS, 150166 AND 81285, COMAL COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 6.011 acres of land located 1,300 feet east of Friesenhahn Road and 450 feet north of IH-35, also known as Comal County Property Identification Numbers 150166 and 81285, and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.4.D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested zone change (the “Criteria”); and

WHEREAS, on September 22, 2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

WHEREAS, on October 12, 2021, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A, is hereby zoned Manufacturing Light District (M-1).

Section 2. The Official Zoning Map of the City of Schertz, described and referred to in Article 2 of the Unified Development Code, shall be revised to reflect the above amendment.

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

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

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

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

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

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

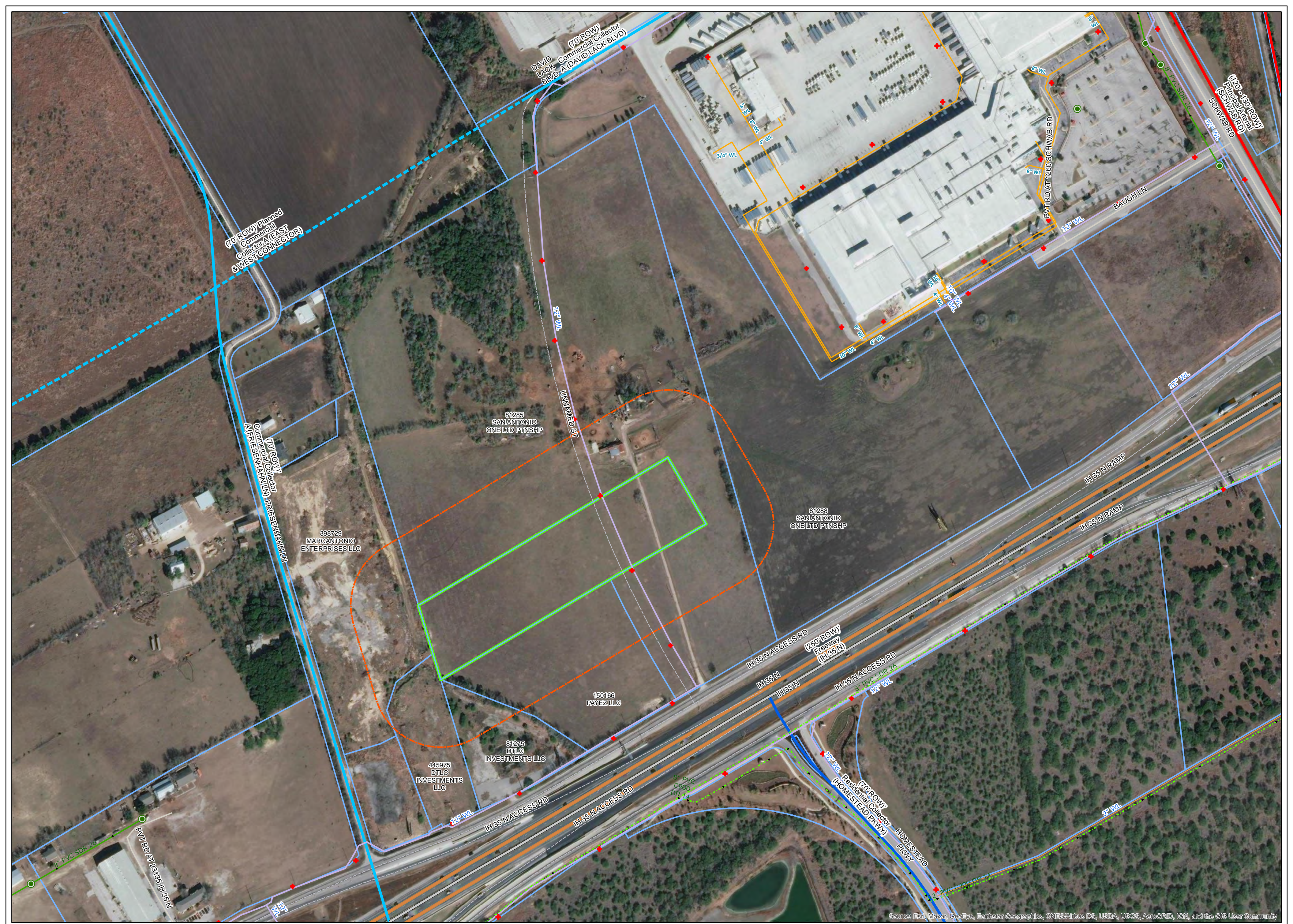
Approved on first reading the 12th day of October, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 26th day of October, 2021.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



SAN ANTONIO ONE LTD PTNSHP
 23331 IH 35
 JF ZEPEDA 40.562 AC

<all other values>	60' Expansion	86' Extension	120' Proposed	1", 1 1/2"	8"	20"	Unknown	Schertz Gravity	Hydrant	200' Buffer
Highways	60' Proposed	86' Proposed	Abandoned	2", 2 1/2"	10"	24"	Neighboring Main	Schertz Pressure	Manholes	Schertz Municipal Boundary
Major Roads	60' Extension	120' Expansion	Future Tx/DOT	3"	12"	30"	Neighboring Gravity	Neighboring Gravity	Private Pressure	County Boundaries
Minor Roads	86' Expansion	120' Extension	Highway	4"	16"	36"	Private Main	Private Pressure		
Other Cities				6"	18"					

1 Inch = 200 Feet



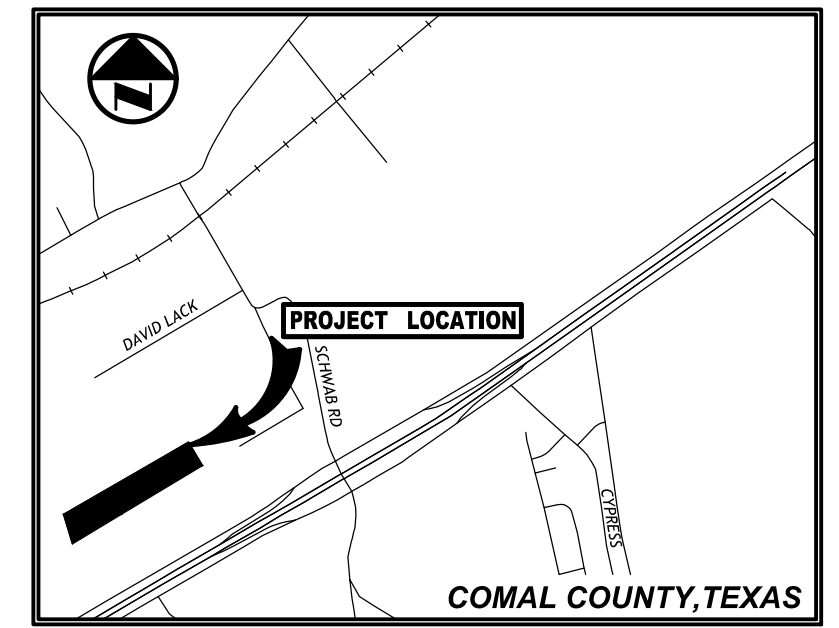
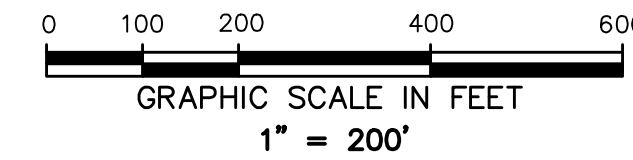
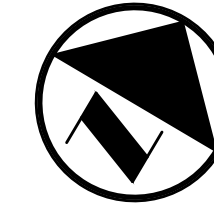
ACREAGE SUMMARY

PROPERTY NO. 4 EXISTING: 36.474 AC M-1 ZONING, 6.011 AC GB ZONING

PROPERTY NO. 4 PROPOSED: 42.485 AC M-1 ZONING, 2.565 AC GB ZONING

NOTE:
NO 100-YEAR FLOOD PLANE EXISTS ON THE PROPERTY AS DEFINED BY THE COMAL COUNTY, TEXAS COMMUNITY PANEL NUMBER 48091C0440F, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, EFFECTIVE DATE: SEPTEMBER 2, 2009

Exhibit A



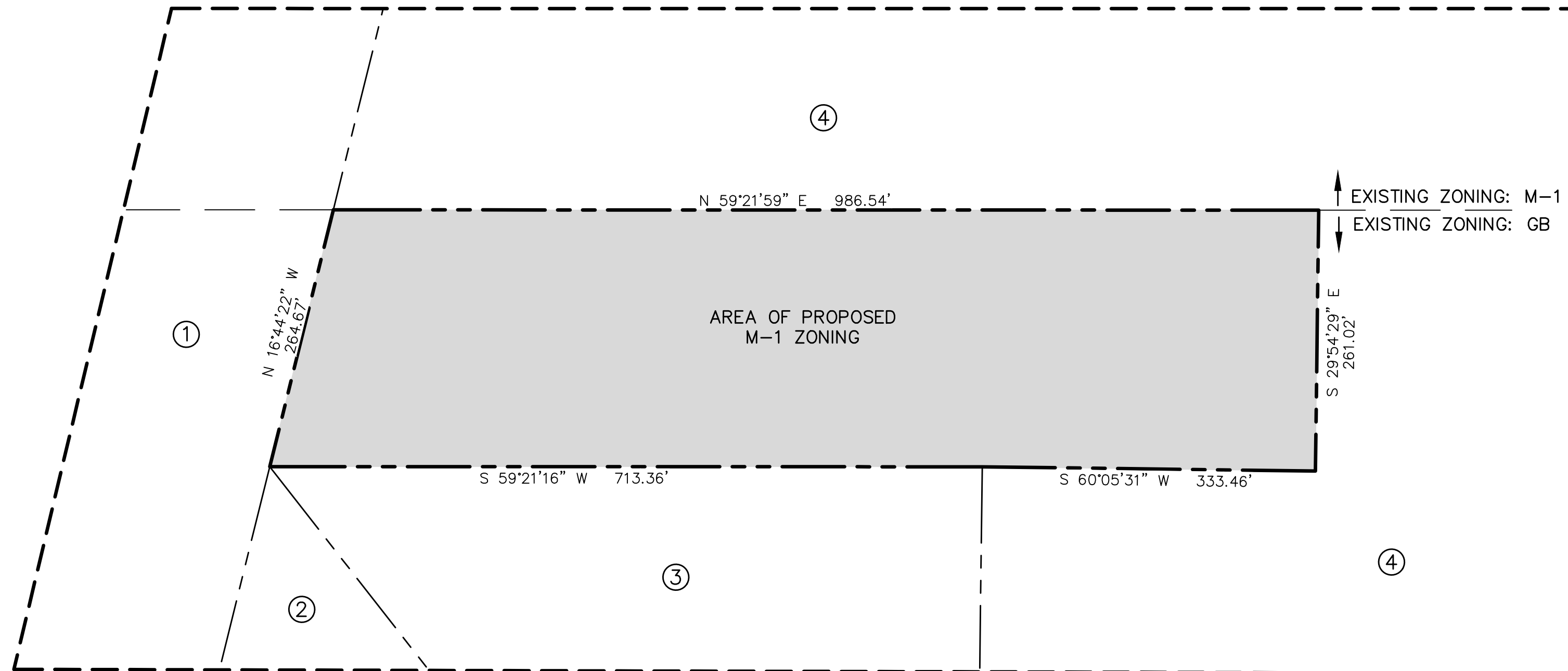
VICINITY MAP
(1"=2,000')

LEGEND

- SUBJECT PROPERTY LINE
- EXISTING ZONING LINE
- 200' NOTIFICATION BOUNDARY

AREA TO BE CHANGED FROM GB TO M-1 (6.011 ACRES)

PROPERTY NUMBER (SEE TABLE FOR ADDITIONAL INFORMATION)



OWNER:
SAN ANTONIO ONE LIMITED PARTNERSHIP
2111 WOODWARD SUITE 910
DETROIT, MICHIGAN 48201
PH: 469-877-4165
CONTACT: ALYN THOMAS

ENGINEER:
PACHECO KOCH, INC.
8701 N. MOPAC EXPRESSWAY, SUITE 320
AUSTIN, TEXAS 78759
PH: 512-485-0831
CONTACT: CLAYTON STROLLE

SURVEYOR:
PACHECO KOCH, INC.
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TEXAS 75231
PH: 972-235-3031
CONTACT: LUIS M. GONZALEZ

200-FOOT NOTIFICATION AREA PROPERTY INFORMATION

PROPERTY #	LAND USE	ZONING	SUBDIVISION NAME	OWNER NAME	PROPERTY ADDRESS	PROPERTY ID	RECORDING INFORMATION
1	VACANT	M-1	N/A	MARCANRONIO ENTERPRISE, LLC	181 FRIESENHAHN SCHERTZ, TEXAS	398729	DOC. NO. 201106034921
2	VACANT	GB	N/A	DTLC INVESTMENTS, LLC	23201 IH 35 N SCHERTZ, TEXAS	81275	DOC. NO. 202006013466
3	VACANT	GB	LACK'S SUBDIVISION	PAYEZ LLC	23755 IH 35 N SCHERTZ, TEXAS	150166	DOC. NO. 201906032650
4	ACCESS ROAD & UNDEVELOPED LAND	GB	N/A	SAN ANTONIO ONE LIMITED PARTNERSHIP	NOT POSTED	81285	VOL. 803, PG. 781

PROPOSED ZONE CHANGE EXHIBIT

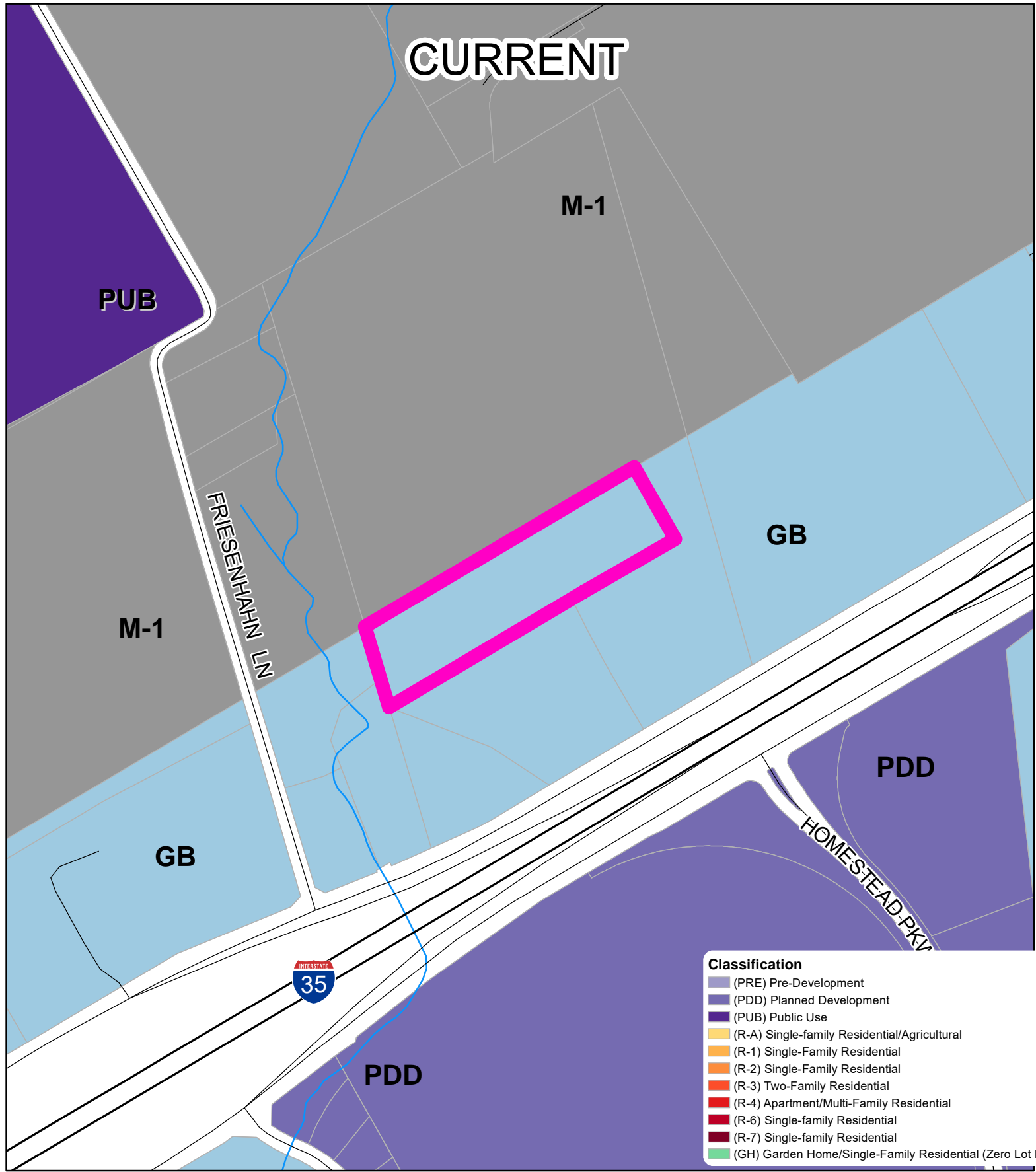
**J.F. ZEPEDA SURVEY-
ABSTRACT NO. 685**

PREPARED: JULY 13, 2021

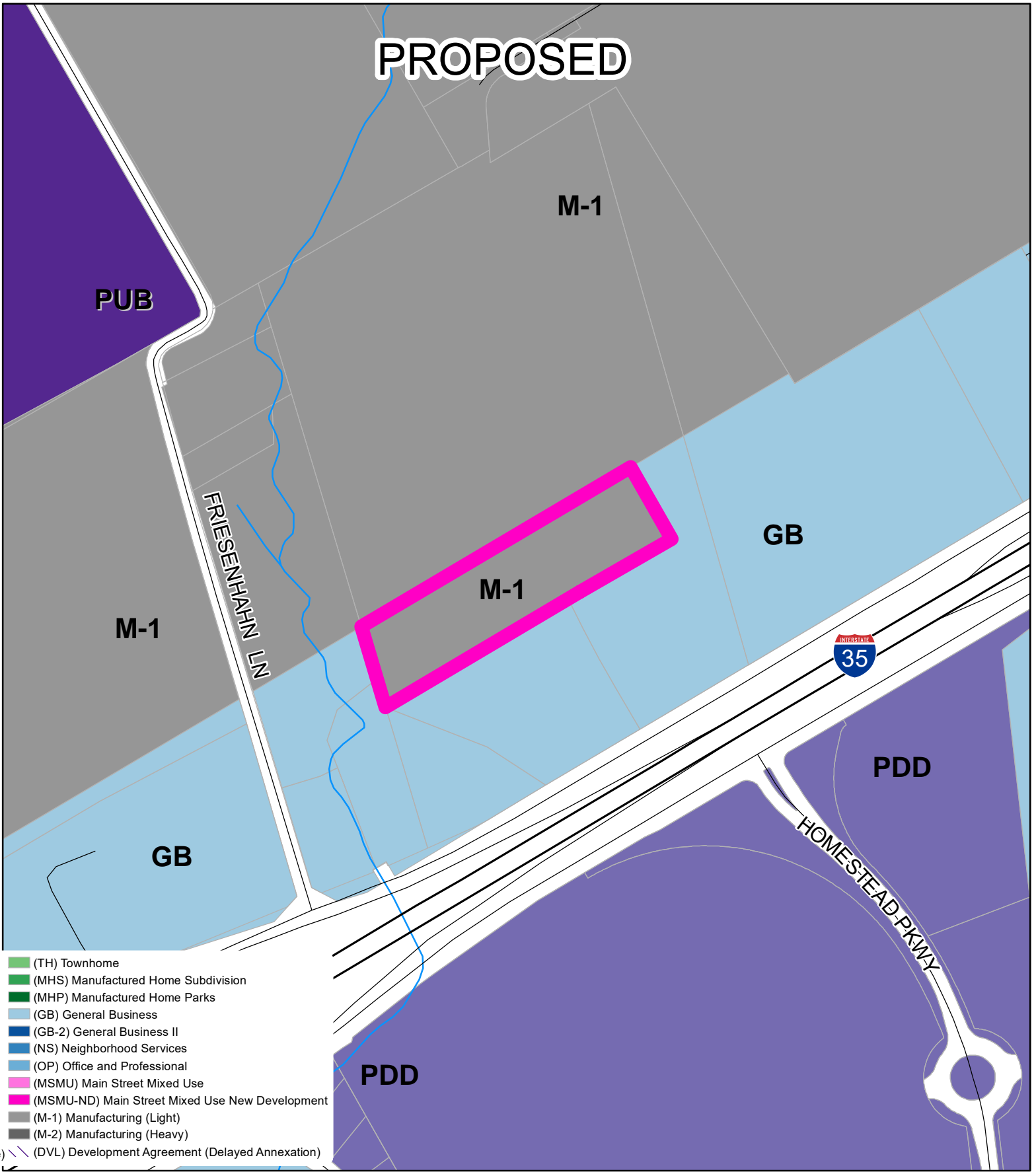
Pacheco Koch
7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY JAN	CHECKED BY LMG	SCALE 1"=200'	DATE JULY 2021	JOB NUMBER 4924-21.138
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CURRENT



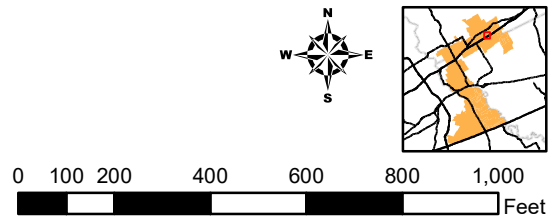
PROPOSED



- Classification**
- (PRE) Pre-Development
 - (PDD) Planned Development
 - (PUB) Public Use
 - (R-A) Single-family Residential/Agricultural
 - (R-1) Single-Family Residential
 - (R-2) Single-Family Residential
 - (R-3) Two-Family Residential
 - (R-4) Apartment/Multi-Family Residential
 - (R-6) Single-family Residential
 - (R-7) Single-family Residential
 - (GH) Garden Home/Single-Family Residential (Zero Lot Line)
 - (TH) Townhome
 - (MHS) Manufactured Home Subdivision
 - (MHP) Manufactured Home Parks
 - (GB) General Business
 - (GB-2) General Business II
 - (NS) Neighborhood Services
 - (OP) Office and Professional
 - (MSMU) Main Street Mixed Use
 - (MSMU-ND) Main Street Mixed Use New Development
 - (M-1) Manufacturing (Light)
 - (M-2) Manufacturing (Heavy)
 - (DVL) Development Agreement (Delayed Annexation)

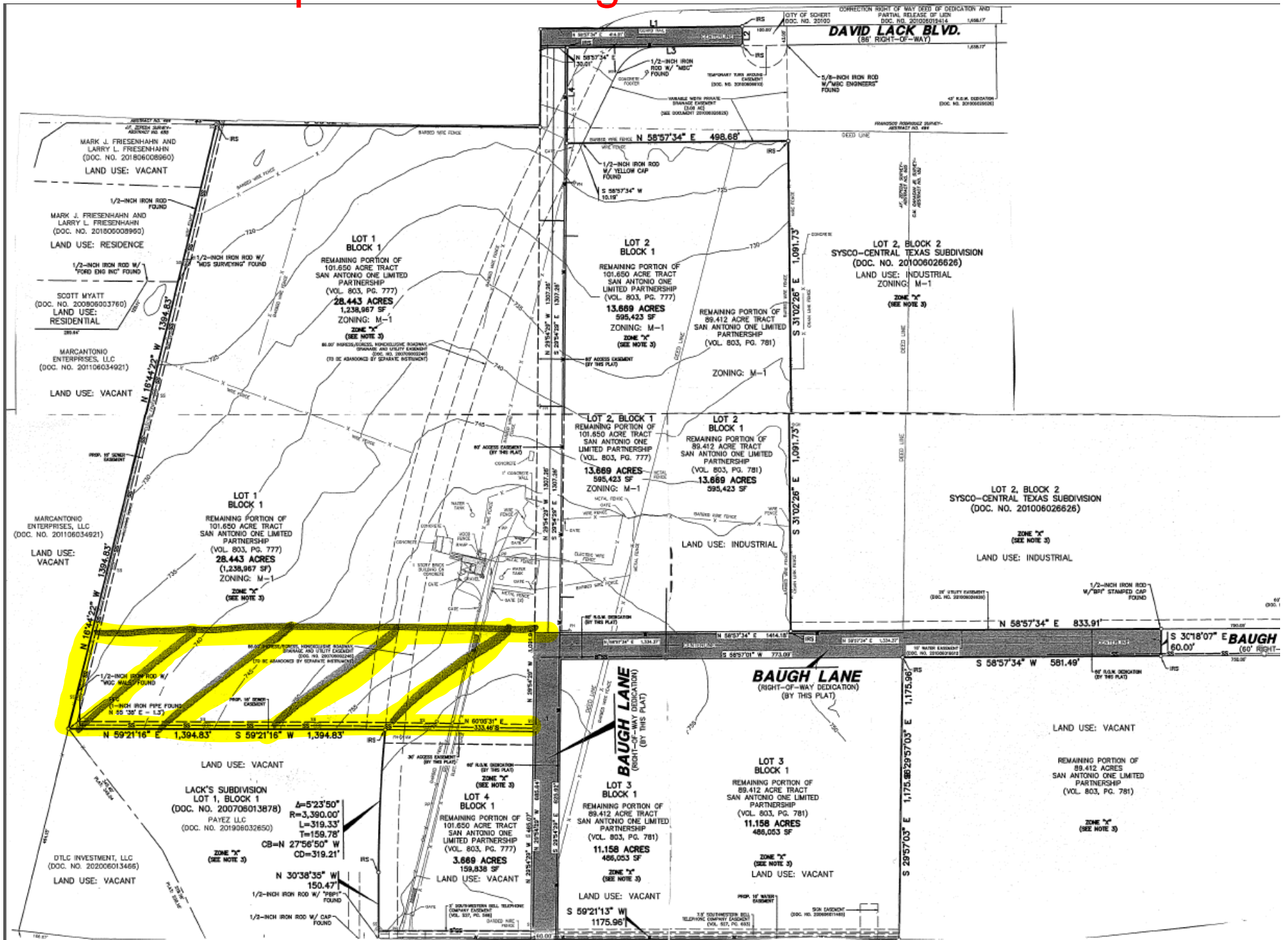
Proposed Zoning Change

SAN ANTONIO TWO LTD PTNSHP
 23331 IH 35
 ORD 21-S-xx



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Draft Exhibit: Not approved/certified possible changes could be made.



CITY COUNCIL MEMORANDUM

City Council Meeting: October 26, 2021
Department: Planning & Community Development
Subject: Ordinance No. 21-S-44 - Consideration and or/action to approve an Ordinance by the City Council of the City of Schertz, Texas to amend the Schertz Code of Ordinances, Unified Development Code (UDC), Article 5, Subsection 21.5.8 Permitted Use Table, to add "Aggregate Extraction". (*Final Reading*) (B. James/L. Wood/M. Harrison)

BACKGROUND

Per Section 21.5.8.C.3 of the Unified Development Code (UDC), "It is recognized that the permitted use chart may require amendment, from time to time, to allow for uses that were otherwise not permitted. In the event an amendment to the permitted use chart is required, the procedure for the amendment shall be the same as required for an amendment to the text of the UDC in accordance with section 21.4.7 of this UDC." Staff was approached by a property owner about a use that involved removing significant amounts of soil from a property and taking in additional soil on the property. Essentially, selling dirt that is desirable for construction and taking soil that is not desirable for construction. The use is not listed in the UDC, so staff is proposing an amendment to the table of uses to add this use and indicate in which districts it is allowed. Although not directly addressing the proposed UDC amendment, the property owner who prompted this has provided materials they have asked to be included in the packet to explain how this type of operation might work.

Aggregates are any commonly recognized as construction material such as stone, crushed and broken limestone, crushed and broken granite, other types of crushed and broken stone, construction sand and gravel, industrial sand, dirt, soil, or caliche.

Staff would define Aggregate Extraction as, the removal of stone, sand, gravel, dirt, soil or caliche or the addition of those materials.

GOAL

The project goal is to add, Aggregate Extraction, to the list of uses within the permitted use table, 21.5.8 and determine in which districts it is permitted by right, with a Specific Use Permit (SUP) or not allowed.

COMMUNITY BENEFIT

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

In making a recommendation as to which districts should allow Aggregate Extraction, staff considers similar uses in the UDC, in particular those where dust and noise would be created by the heavy equipment such as at a Concrete/Asphalt Batching Plant, which is only allowed in the Manufacturing Heavy District (M-2) and it requires an SUP. This type of business, Aggregate Extraction, would have the same concerns such as the dust created with the removal of all natural vegetation and topsoil, as well as the noise from the heavy equipment that is used on site. Aggregate Extraction would be

different in that there will not be equipment to crush rock or materials or manufacture cement or asphalt which is noisy.

FISCAL IMPACT

None

RECOMMENDATION

The Planning and Zoning Commission conducted a public hearing on September 22, 2021, at this meeting the Planning and Zoning Commission felt that the Aggregate Extraction should be allowed within the Manufacturing Light District (M-1) and Manufacturing Heavy District (M-2) with the approval of a Specific Use Permit (SUP). In doing this it would allow the Commission and City Council the opportunity to see the proposed layouts, plans, and decide if the location is compatible with the surrounding land uses.

After the discussion the Planning and Zoning Commission offered a recommendation of approval with a 6-0 vote to amend the permitted use table to allow Aggregate Extraction with an SUP.

The City Council conducted a public hearing on October 12, 2021. At this meeting the City Council felt that the Aggregate Extraction should be allowed within the Manufacturing Heavy District (M-2) with a Specific Use Permit (SUP). After the discussion the City Council made a recommendation of approval with a 6-1 vote to amend the permitted use table to allow Aggregate Extraction in Manufacturing Heavy (M-2) with a Specific Use Permit (SUP).

Attachments

Ord. No. 21-S-44

Property Owner Request

ORDINANCE NO. 21-S-44

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMENDING PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 5, SECTION 21.5.8 PERMITTED USE TABLE; SPECIFICALLY TO ADD AGGREGATE EXTRACTION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz, Texas (the “City”) adopted as Amended and Restated Unified Development Code on April 13, 2010, as further amended (the “Current UDC”); and

WHEREAS, City Staff has reviewed the Current UDC and have recommended certain revision and updates to, and reorganization of, the Current UDC;

WHEREAS, on September 22, 2021, the Planning and Zoning Commission conducted a public hearing and thereafter recommended approval; and

WHEREAS, on October 12, 2021 the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and in the interest of the public safety, health and welfare;

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

Section 1. The current UDC is hereby amended as set forth on Exhibit A hereto.

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 Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

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

Section 4. This Ordinance 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 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 hereby declares that this Ordinance would have been enacted without such invalid provision.

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. 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, as amended, Texas Government Code.

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

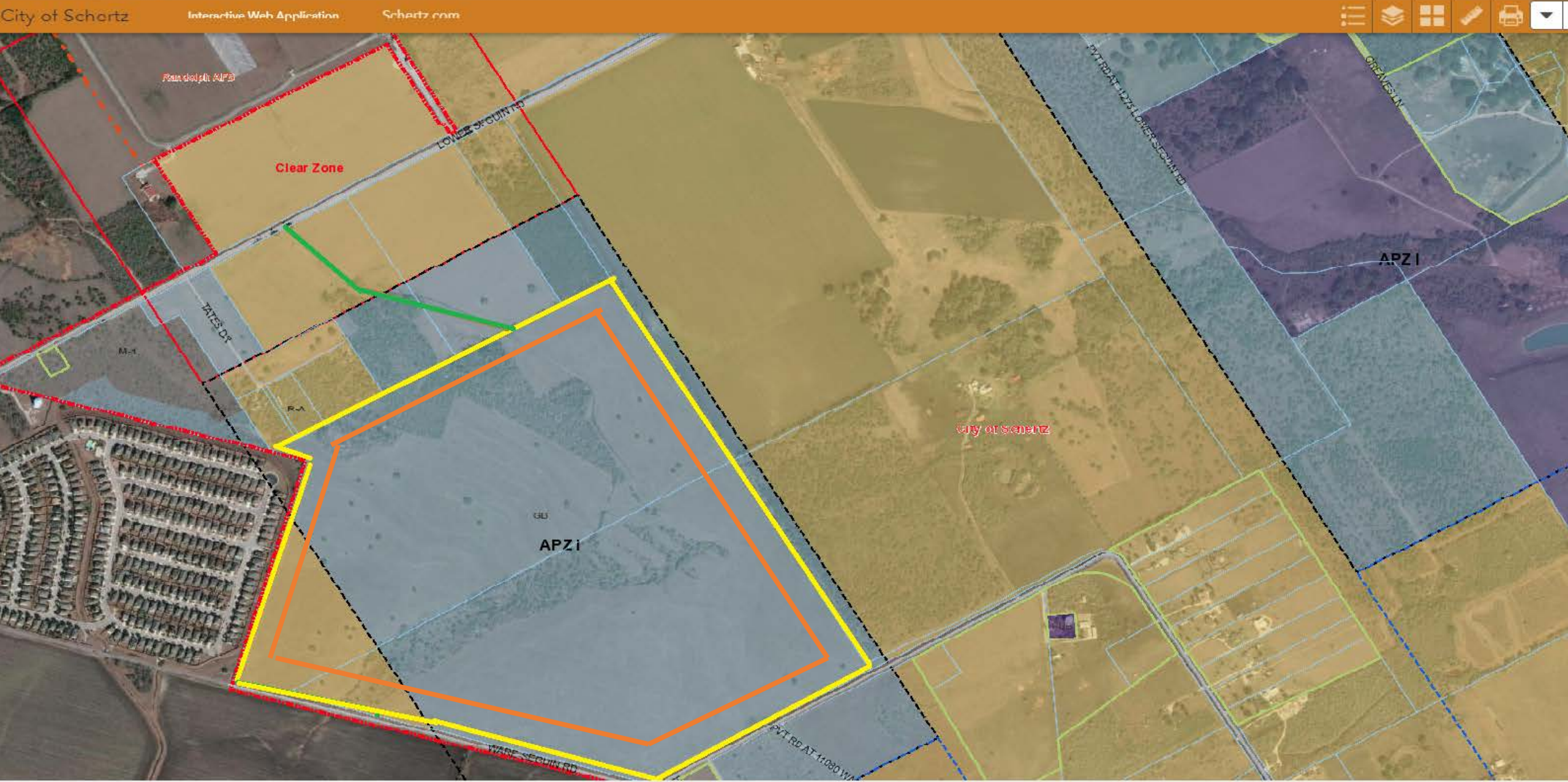
Approved on first reading the 12th day of October, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 26th day of October, 2021.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)





DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINT BASE SAN ANTONIO



9 July 2021

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CI
JBSA Installation Encroachment Management
2080 Wilson Way
Fort Sam Houston, TX 78234

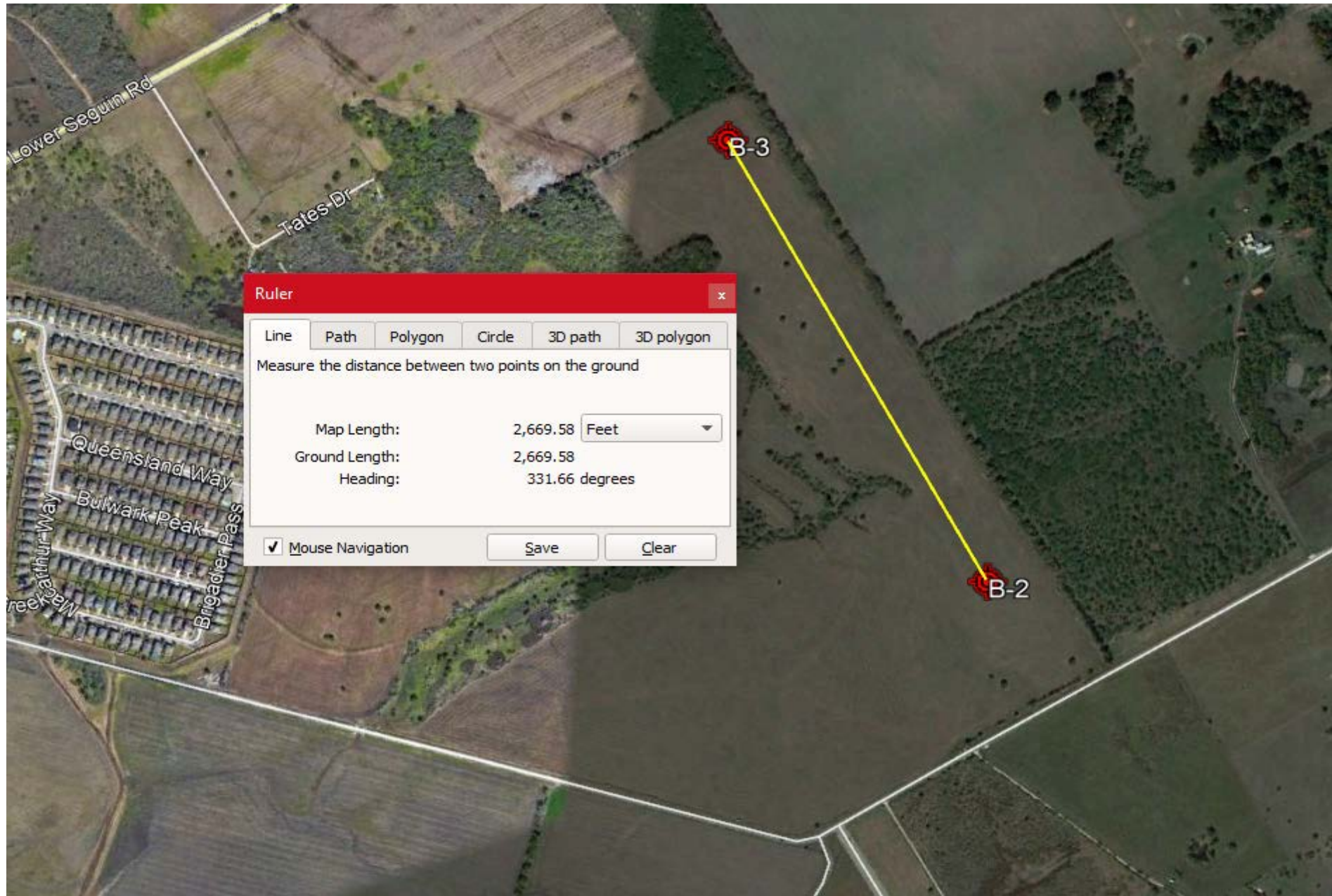
SUBJECT: Joint Base San Antonio review of Buchholtz Property 244 Acre Dirt Excavation Project, Schertz TX.

1. Buchholtz Property 244 Acre Dirt Excavation Project, Schertz TX, has been reviewed by JBSA-RND organizations. JBSA does not object, however, there are additional comments for consideration in planning and development.
 - a. In accordance with SLUCM No. 89, as long as no surface mining operations create retention ponds that may attract waterfowl and present a bird/wildlife aircraft strike hazard (BASH), or operations that produce dust or light emissions that could affect pilot vision are not compatible.
 - b. Additionally, the 5 foot berm does not encroach into any portion of the Clear Zone, and no structures or equipment penetrates the imaginary surfaces of the airfield.
 - c. Any equipment and structures for excavation will need to be evaluated.
 - d. In order to mitigate potential interference with existing JBSA operational systems, please coordinate with 502 CS Spectrum Manager prior to use of any Spectrum dependent systems (i.e.: two-way radio communications, or any type of wireless technologies) during construction. If applicable, coordination is also requested by facility user prior to installation/use of any Spectrum dependent commercial or manufacturing equipment.
2. The items presented above are efforts to enhance the safety of the community and minimize impacts due to the proximity of low flying aircraft. Improperly managed development may create unnecessary risk to both the community and flight operations as well as affect the overall capability of the military at this location.

Buchholtz Property

General Nature and Scope of Proposed Dirt Excavation Project

- There will be a 5 ft. dirt berm built around the entire excavation site. “No Trespassing, Open Excavation” signs will be posted around the excavation site.
- There will be a 50 ft. buffer zone around the perimeter of the property. This zone will hold the 5 ft. dirt berm and contain native grasses to assist in handling storm water runoff.
- At any given time, there should be no more than 5-10 people onsite.
- Excavation would begin on the eastern side of the property roughly following the highlighted yellow line on the insert below.



Ruler

Line Path Polygon Circle 3D path 3D polygon

Measure the distance between two points on the ground

Map Length: 2,669.58 Feet
Ground Length: 2,669.58
Heading: 331.66 degrees

Mouse Navigation Save Clear

Buchholtz Property

General Nature and Scope of Proposed Dirt Excavation Project

- The initial excavation pit would be roughly 2,500-3,000 feet long and 300 feet wide beginning at location B-3 and working toward location B-2 (B-2 and B-3 indicate test drilling sites to 50 feet). The depth of the material excavated from the pits would be roughly 12-25 feet deep depending on the makeup of the soil.
- After all suitable material has been excavated from the pit, then the pit area is “reclaimed” by filling the pit with good dump material (only dirt...no construction debris such as concrete, trees, steel rebar, etc. will be allowed). The pit is then compacted and graded. Native grasses will begin to grow on the reclaimed areas.
- There may be several excavation pits in different stages of excavating/filling. The plan is to start around the yellow line on the previous insert and work westward across the property.

Buchholtz Property

General Nature and Scope of Proposed Dirt Excavation Project

- Brush and old structures will be removed to enable additional excavation as well as providing additional safety in the event of an aircraft mishap. Brush removal should also minimize issues with birds in the area.
- Our intent is to also reduce the slope of the property as it slopes downward towards Ware-Seguin Road. This should increase pilot safety.
- Some stockpiles of material may exist onsite waiting to be loaded into dump trucks.
- Possible screening machines onsite to divide the material into different piles based upon composition.
- TCEQ large construction NOI will be posted onsite.
- We plan on utilizing our Lower Seguin Road easement for a majority of truck traffic.
- Normal working hours M-Sa



Map

Google

CITY COUNCIL MEMORANDUM

City Council Meeting: **October 26, 2021**
Department: **Fire Department**
Subject: **Discussion regarding Cul-De-Sac widths in the UDC Section 21.14.1 - Streets E. (C. Kelm/K. Long/B. Boney)**

BACKGROUND

During the review process of some projects, City staff found several differences in the sizing of Cul-Ce-Sac widths. Planning, Engineering, Public Works and Fire discussed items found and came up with some proposed changes to correct these differences moving forward.
