



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
January 25, 2022

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, JANUARY 25, 2022 at 6:00 p.m.

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, January 25, 2022, 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

1. Presentation: Annual Fleet Performance Update (FY 2020-2021) and some highlights for current FY 2021-2022.

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.

2. **Resolution No. 22-R-14** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (M. Browne/J. Walters)
3. **Ordinance No. 22-T-03** - 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 the purchase of HVAC equipment for the Civic Center HVAC Replacement Project, 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)
4. **Resolution No. 22-R-11** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into a job order contract with Sullivan Contracting Services for the purchase of HVAC equipment relating to the Civic Center HVAC Replacement Project. (C. Kelm/S. Williams/S. McClelland)

Discussion and Action Items

5. **Ordinance No. 22-S-01** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to amend the Comprehensive Land Use Plan by changing approximately 363 acres of the Future Land Use Map from Agricultural Conservation and Estate Neighborhood land use designation to Single-Family Residential land use, generally located 6,050 feet east of the intersection of Trainer Hale Road and FM 1518, also known as Bexar County Property Identification Numbers, 310053, 310060,

Roll Call Vote Confirmation

Workshop

6. **Appointment of the Mayor Pro Tem** - Discussion and consideration and/or action regarding the confirmation, appointment or election of the Mayor Pro-Tem. (Mayor/Council)

Roll Call Vote Confirmation

Closed Session

7. City Council will meet in Closed Session under Section 551.071 of the Texas Government Code, Consultation with the Attorney regarding contract negotiations with Schertz-Seguin Local Government Corporation (SSLGC) and Cibolo Valley Local Government Corporation (CVLGC) regarding water development projects.
8. City Council will meet in Closed Session under Section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation of the City Manager Dr. Mark Browne.

Reconvene into Regular Session

- 7a. Take any action based on discussions held in Closed Session under Agenda Item 7.
- 8a. Take any action based on discussions held in Closed Session under Agenda Item 8.

Roll Call Vote Confirmation

Information available in City Council Packets - NO DISCUSSION TO OCCUR

9. **Monthly Update** - on Major Projects in progress/CIP. (B. James/K. Woodlee)

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, SHEILA EDMONDSON, DEPUTY 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 21ST DAY OF JANUARY 2022 AT 4:30 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

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 _____, 2022.

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: January 25, 2022
Department: Facility & Fleet
Subject: Presentation: Annual Fleet Performance Update (FY 2020-2021) and some highlights for current FY 2021-2022.

BACKGROUND

The goal of Fleet's vehicle maintenance program is to increase fiscal efficiencies while also increasing the service life of each piece of equipment and vehicle by making timely repairs and completing consistent maintenance. For example, PD vehicles are usually replaced every four years and with our vehicle maintenance program the service life is extended allowing the vehicle's service life to be extended to five-six years. As a result, over a twenty-year period, one PD vehicle would be replaced five times without a vehicle maintenance program. Under the current maintenance program, one PD vehicle would be replaced only four times, which is a savings of approximately \$70,000 on just one PD vehicle. This program is enhanced by the vehicle replacement program which replaces vehicles and equipment before failure, allowing personnel to maintain operations efficiently and safely.

Attachments

Fleet Updated Presentation

Health of the Fleet Department/Vehicles

Schertz City Council January 25, 2022

DRAFT

Overview

- Fleet Staff
- Maintenance Program
- Replacement Schedules
- Bldg. 27 Fleet Maintenance Facility

Goals and Objectives

- Maintain/repair vehicles and equipment to increase service life
- Discuss Fleet Staff
- Discuss Fleet Authorized Vehicles
- Maintain and improve vehicle and equipment safety

DRAFT



Fleet Authorized Staff

- Fleet Manager x 1
- Fleet Crew Supervisor x 1
- Fleet Mechanics x 4
- Administrative Assistant x 1



Fleet Authorized Vehicles

- 204 Vehicles Assigned to Schertz Fleet

- City Admin x 1
- Animal Control x 6
- Drainage x 6
- Economic Development x 1
- Engineering x 5
- Facilities x 9
- Fleet x 3
- IT x 2
- Motorpool X 6
- Parks Dept. x 7
- Planning x 11
- Streets Dept. x 11
- Utility Billing x 3
- Water Department x 16
- EMS Dept. x 20
- Fire Dept. x 21
- Police Dept. x 75

DRAFT

Take Home Policy

Rationale

- Accountability / Vehicles better maintained / Lower Maintenance Cost
- More vehicles available during special events / emergencies
- Higher visibility / Quicker response
- Benefit to Employees

Fleet/Emergency Services Assigned/Take Home Vehicles

- 1 Fleet (on-call)
- 1 Water Department (on-call)
- 1 Parks Dept (Parks Manager)
- 5 Fire Department
- 5 EMS
- 49 Police Department

Performance Measures

FY 18-19 Work Order Count

Work Order Count

10/1/2018 to 9/30/2019

Group	Hours	Labor Costs	Part Costs	Other Costs	Total Costs	# of WOs
\ADMIN	27.00	\$2,385.00	\$682.47	\$28.67	\$3,096.14	14
\ANIMAL CONTROL	186.70	\$16,803.00	\$5,281.12	\$0.00	\$22,084.12	73
\CIVIC CENTER	53.50	\$4,815.00	\$1,215.99	\$0.00	\$6,030.99	20
\DRAINAGE	470.10	\$42,085.00	\$28,319.88	\$302.39	\$70,707.27	169
\ECO. DEV.	13.10	\$1,179.00	\$407.58	\$0.00	\$1,586.58	3
\EMS	1,733.30	\$155,997.00	\$123,832.73	\$207.35	\$280,037.08	474
\ENGINEERING	59.20	\$5,328.00	\$2,049.45	\$0.00	\$7,377.45	25
\FACILITY MAINT	92.80	\$8,352.00	\$4,098.27	\$0.00	\$12,450.27	37
\FACILITY SERVICE	93.60	\$8,424.00	\$3,051.83	\$0.00	\$11,475.83	55
\FIRE DEPT	418.20	\$37,638.00	\$116,778.87	\$302.28	\$154,719.15	269
\FLEET	406.50	\$36,585.00	\$9,097.38	\$923.00	\$46,605.38	111
\I.T.	38.90	\$3,321.00	\$2,330.87	\$0.00	\$5,651.87	19
\MOTOR POOL	134.15	\$11,931.00	\$3,358.79	\$1,534.43	\$16,824.22	149
\PARKS	376.90	\$33,921.00	\$21,136.90	\$2.00	\$55,059.90	149
\PLAN & COMM DEV	140.50	\$12,645.00	\$5,782.83	\$0.00	\$18,427.83	64
\POLICE DEPT	1,175.00	\$105,750.00	\$62,835.04	\$33.24	\$168,618.28	635
\PURCHASING	1.00	\$90.00	\$12.59	\$0.00	\$102.59	1
\PURCHASING DEPT	2.00	\$180.00	\$0.00	\$0.00	\$180.00	1
\STREET	580.45	\$51,932.50	\$15,185.17	\$10.00	\$67,127.67	209
\UTILITY BILLING	47.10	\$4,239.00	\$2,382.27	\$0.00	\$6,621.27	20
\WATER	749.10	\$67,419.00	\$42,100.87	\$309.47	\$109,829.34	258
Grand Totals :	6,799.10	\$611,019.50	\$449,940.90	\$3,652.83	\$1,064,613.23	2,755

Created WO's 2755

Performance Measures

FY 19-20 Work Order Count

Work Order Count

10/1/2019 to 9/30/2020

Group	Hours	Labor Costs	Part Costs	Other Costs	Total Costs	# of WOs
ADMIN	8.00	\$715.00	\$350.70	\$0.00	\$1,065.70	5
ANIMAL CONTROL	154.70	\$13,913.00	\$3,699.64	\$0.00	\$17,612.64	48
CIVIC CENTER	27.50	\$2,465.00	\$1,355.93	\$0.00	\$3,820.93	16
DRAINAGE	640.90	\$57,525.00	\$27,633.54	\$502.26	\$85,660.80	185
ECO. DEV.	18.70	\$1,503.00	\$266.63	\$0.00	\$1,769.63	5
EMS	2,267.70	\$203,573.00	\$83,617.93	\$1,581.25	\$288,772.18	459
ENGINEERING	38.70	\$3,483.00	\$1,577.98	\$0.00	\$5,060.98	19
FACILITY MAINT	161.00	\$14,490.00	\$17,351.62	\$77.20	\$31,918.82	55
FACILITY SERVICE	74.70	\$6,713.00	\$2,070.84	\$0.00	\$8,783.84	37
FIRE DEPT	503.10	\$45,114.00	\$63,264.47	\$789.69	\$109,168.16	235
FLEET	316.20	\$27,828.00	\$3,943.97	\$3,217.75	\$34,989.72	89
I.T.	14.50	\$1,305.00	\$194.26	\$0.00	\$1,499.27	9
MOTOR POOL	28.80	\$2,587.00	\$915.11	\$961.61	\$4,463.72	76
PARKS	365.50	\$32,555.00	\$12,602.89	\$83.97	\$45,241.86	143
PLAN & COMM DEV	101.60	\$9,069.00	\$5,191.09	\$0.00	\$14,260.09	58
POLICE DEPT	952.75	\$85,547.50	\$41,325.62	(\$55.83)	\$126,817.29	471
PURCHASING	0.00	\$0.00	\$0.00	\$0.00	\$0.00	1
STREET	498.00	\$44,665.00	\$17,321.10	\$120.00	\$62,106.10	197
UTILITY BILLING	49.50	\$4,360.00	\$6,804.99	\$0.00	\$11,164.99	27
WATER	1,035.60	\$93,084.00	\$48,279.88	\$1,588.30	\$142,952.18	270
Grand Totals :	7,257.45	\$650,494.50	\$337,768.19	\$8,866.20	\$997,128.89	2,405

2405 WO's Created

Performance Measures

FY 20-21 Work Order Count

Work Order Count

10/1/2020 to 9/30/2021

Group	Hours	Labor Costs	Part Costs	Other Costs	Total Costs	# of WOs
\ADMIN	4.55	\$409.50	\$105.37	\$0.00	\$514.87	5
\ANIMAL CONTROL	103.10	\$9,134.00	\$4,698.66	\$0.00	\$13,832.66	57
\CIVIC CENTER	18.00	\$1,590.00	\$2,209.87	\$15.00	\$3,814.87	15
\DRAINAGE	446.50	\$39,430.00	\$49,840.52	\$452.39	\$89,722.91	187
\ECO. DEV.	4.00	\$360.00	\$217.62	\$0.00	\$577.62	5
\EMS	1,525.90	\$135,063.50	\$92,284.52	\$2,016.58	\$229,364.60	451
\ENGINEERING	43.95	\$3,845.50	\$1,243.19	\$0.00	\$5,088.69	28
\FACILITY MAINT	35.70	\$3,128.00	\$3,175.97	\$0.00	\$6,303.97	35
\FACILITY SERVICE	26.30	\$2,182.00	\$5,299.47	\$0.00	\$7,481.47	31
\FIRE DEPT	398.15	\$35,133.50	\$127,367.75	\$2,138.43	\$164,639.68	247
\FLEET	163.70	\$14,433.00	\$14,191.43	\$1,191.89	\$29,816.32	92
\I.T.	11.60	\$994.00	\$105.93	\$0.00	\$1,099.93	8
\MOTOR POOL	49.80	\$4,392.00	\$1,675.27	\$786.53	\$6,853.80	75
\PARKS	250.55	\$21,499.50	\$26,497.45	\$263.89	\$48,260.84	178
\PLAN & COMM DEV	83.25	\$7,332.50	\$5,254.34	\$0.00	\$12,586.84	63
\POLICE DEPT	714.15	\$63,636.50	\$48,166.68	\$208.40	\$112,011.58	469
\PURCHASING	9.00	\$800.00	\$76.16	\$0.00	\$876.16	2
\STREET	322.40	\$28,694.00	\$15,692.22	\$90.41	\$44,476.63	199
\UTILITY BILLING	54.60	\$4,724.00	\$2,342.37	\$8.69	\$7,075.06	28
\WATER	476.60	\$41,820.00	\$52,026.08	\$563.69	\$94,409.77	239
Grand Totals :	4,741.80	\$418,601.50	\$452,470.89	\$7,735.90	\$878,808.29	2,414

Created WO's 2414

Performance Measures

FY 21-22 Work Order Count

Work Order Count

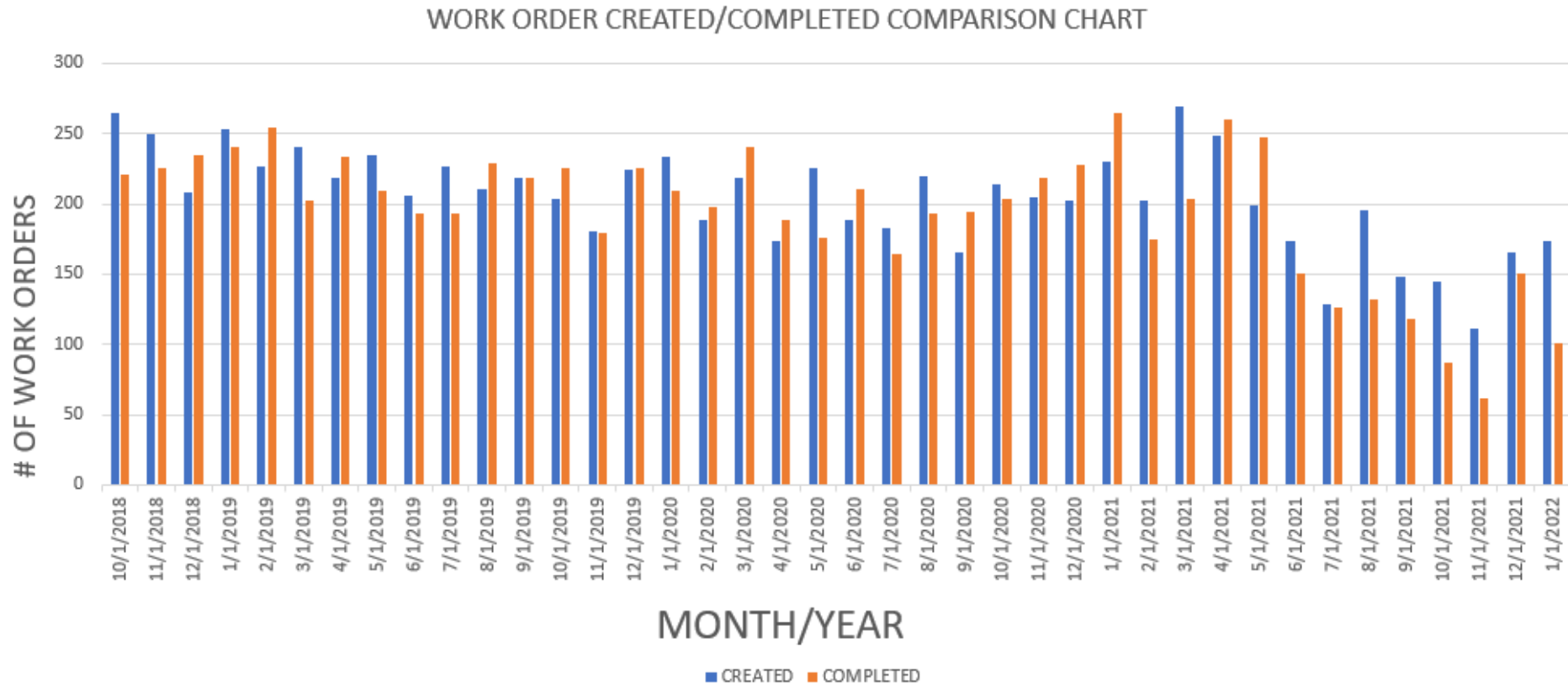
10/1/2021 to 1/19/2022

Group	Hours	Labor Costs	Part Costs	Other Costs	Total Costs	# of WOs
ADMIN	0.75	\$67.50	\$107.85	\$0.00	\$175.35	1
ANIMAL CONTROL	7.51	\$665.90	\$608.29	\$0.00	\$1,274.19	14
CIVIC CENTER	0.00	\$0.00	\$7.50	\$0.00	\$7.50	3
DRAINAGE	25.10	\$2,259.00	\$13,272.15	\$62.00	\$15,593.15	40
ECO. DEV.	0.00	\$0.00	\$0.00	\$0.00	\$0.00	2
EMS	254.15	\$22,868.50	\$23,086.06	\$62.36	\$46,016.92	115
ENGINEERING	3.50	\$315.00	\$213.06	\$0.00	\$528.06	6
FACILITY MAINT	7.25	\$652.50	\$362.43	\$0.00	\$1,014.93	9
FACILITY SERVICE	1.00	\$90.00	\$245.19	\$0.00	\$335.19	5
FIRE DEPT	6.87	\$618.30	\$13,434.88	\$20.42	\$14,073.60	46
FLEET	593.60	\$53,424.00	\$1,740.75	\$234.00	\$55,398.75	24
MOTOR POOL	0.00	\$0.00	\$106.19	\$106.67	\$212.86	14
PARKS	13.65	\$1,228.50	\$2,009.95	\$3.00	\$3,241.45	30
PLAN & COMM DEV	31.65	\$2,848.50	\$2,679.26	\$6.00	\$5,533.76	26
POLICE DEPT	63.41	\$5,681.90	\$7,925.76	\$12.00	\$13,619.66	138
STREET	35.70	\$3,213.00	\$3,779.76	\$76.60	\$7,069.35	61
UTILITY BILLING	3.88	\$349.20	\$707.42	\$0.00	\$1,056.62	7
WATER	25.15	\$2,263.50	\$8,459.42	\$0.00	\$10,722.92	54
Grand Totals :	1,073.17	\$96,545.30	\$78,745.91	\$583.05	\$175,874.26	595

Created WO Count 595

Performance Measures

Fleet Comparison Chart WO Created/Completed



Types of Work Orders

Scheduled vs Unscheduled Work Orders

Examples of Scheduled Maintenance

PK28	ASSET: PK28 MINI EXCAVATOR	🛠️ COOLANT SERVICE	98 %	2/1/2022	D05	ASSET: D05 2013 CHEV SILV DUMP TRUCK	🛠️ OIL CHANGE SERVICE	99 %	7/9/2021
U09	ASSET: U09 2012 FORD F350	🛠️ COOLANT SERVICE	97 %	3/1/2022	CM8	PATROL TAHOE 2009-2014	🛠️ OIL CHANGE SERVICE	99 %	11/1/2021
S0317	ASSET: S0317 2017 FORD F150	🛠️ COOLANT SERVICE	97 %	3/1/2022	U04 REAR ENGINE 2	ASSET: U04 EH WACHS VALVE TRAILER	🛠️ OIL SERVICE	98 %	1/17/2022
P7217	PATROL EXPLORER	🛠️ COOLANT SERVICE	97 %	3/1/2022	231	ASSET:231/233 PUMPER TRUCK	🛠️ OIL SERVICE	97 %	1/24/2022
P7317	PATROL EXPLORER	🛠️ COOLANT SERVICE	97 %	3/1/2022					
P7617	PATROL EXPLORER	🛠️ COOLANT SERVICE	97 %	3/1/2022					
* Asset ID	Group Name	Schedule ID	Percent I	Next Date	PK28	ASSET: PK28 MINI EXCAVATOR	🛠️ OIL SERVICE	94 %	2/1/2022
U04	ASSET: U04 2000 GMC W4500 SEWER TRUCK	🛠️ STATE INSPECTION	94 %	2/1/2022	PK5121	ASSET:PK5121 EXMARK MOWER	🛠️ TRANSMISSION SERVICE	86 %	3/4/2022
U03	ASSET: U03 2014 FORD F150	🛠️ STATE INSPECTION	94 %	2/1/2022	P6716	PATROL TAHOE 2015-2017	🛠️ TRANSMISSION SERVICE	86 %	1/31/2022
CE1214	ASSET: CE1214 2014 FORD F150	🛠️ STATE INSPECTION	94 %	2/1/2022	NS1611	ASSET: CM6 2011 CHEV 1500	🛠️ TRANSMISSION SERVICE	86 %	7/25/2022
266	ASSET: 266 2008 FORD AMBULANCE	🛠️ STATE INSPECTION	94 %	2/1/2022	NS1816	ASSET: NS1816 2016 CHEV 1500	🛠️ TRANSMISSION SERVICE	85 %	6/28/2022
S0317	ASSET: S0317 2017 FORD F150	🛠️ STATE INSPECTION	94 %	2/1/2022	U09	ASSET: U09 2012 FORD F350	🛠️ TRANSMISSION SERVICE	84 %	1/10/2022
234	ASSET: 234 2018 CHEV TAHOE	🛠️ STATE INSPECTION	94 %	2/1/2022	P18	ASSET: P18 2011 CHEV 1500	🛠️ TRANSMISSION SERVICE	83 %	10/24/2022
U0419	2016- 2019 FORD 1.5 TON TRUCKS (V-10)	🛠️ STATE INSPECTION	94 %	2/1/2022	FM0708	ASSET: FM0708 2008 CHEV 1500	🛠️ TRANSMISSION SERVICE	80 %	6/27/2022
S23	ASSET: HVY TRAILER (MIN 7500LB)	🛠️ STATE INSPECTION	94 %	2/1/2022					
P9518	ASSET: 2018 CLUB CAR GOLF CART	🛠️ STATE INSPECTION	94 %	2/1/2022					
P9618	ASSET: 2018 CLUB CAR GOLF CART	🛠️ STATE INSPECTION	94 %	2/1/2022					
230	ASSET: 230 2015 PIERCE PUMPER TRUCK	🛠️ STATE INSPECTION	94 %	2/1/2022					
P3018	ASSET:P3018 HONDA MOTORCYCLE	🛠️ STATE INSPECTION	94 %	2/1/2022					
P99	ASSET: P99 CAT ENGINE MRAP	🛠️ STATE INSPECTION	94 %	2/1/2022					
MP308	ASSET: MP308 2008 CHEV IMPALA	🛠️ STATE INSPECTION	93 %	2/7/2022					

Scheduled vs Unscheduled Work Orders

Examples of Unscheduled Work Orders

Selection Active Work Search

* Work Order	Asset ID	Created	Completed	Work Type	Purpose	Status
31336	D5019	5/10/2021 10:19:23 AM		MECHANICAL REPAIR	repair pto shaft	ACTIVE
31335	D5019	5/10/2021 8:26:52 AM		MISC REPAIR	PTO SHAFT DAMAGED	ACTIVE
31334	P7016	5/10/2021 8:19:28 AM	5/10/2021	TIRE REPAIR	R2 FLAT	ACTIVE
31332	281	5/10/2021 7:06:14 AM		COLLISION/DAMAGE	COLLISION DAMAGE	ACTIVE
31331	P59	5/10/2021 7:01:46 AM		COLLISION/DAMAGE	COLLISION DAMAGE	ACTIVE

All Records

* Work Order	Asset ID	Created	Completed	Work Type	Purpose	Status
31303	MP0107	5/4/2021 2:35:38 PM		WARNING LIGHT	CEL	ACTIVE
31301	280	5/4/2021 1:13:18 PM		ENGINE REPAIR	CEL	ACTIVE

Performance Measures

Scheduled vs Unscheduled WO Count Completed

FY 18-19 Scheduled vs Unscheduled Work Order Count

Scheduled WOs	Unscheduled WOs	Total WOs	Scheduled Costs	Unscheduled Costs	Total Costs
832.00	1,821.00	2,653.00	\$194,394.97	\$801,732.61	\$996,127.58

FY 19-20 Scheduled vs Unscheduled Work Order Count

Scheduled WOs	Unscheduled WOs	Total WOs	Scheduled Costs	Unscheduled Costs	Total Costs
903.00	1,499.00	2,402.00	\$228,094.28	\$836,636.25	\$1,064,730.53

FY 20-21 Scheduled vs Unscheduled Work Order Count

Scheduled WOs	Unscheduled WOs	Total WOs	Scheduled Costs	Unscheduled Costs	Total Costs
891.00	1,436.00	2,327.00	\$161,666.77	\$683,885.74	\$845,552.51

FY 21-22 Scheduled vs Unscheduled Work Order Count

Scheduled WOs	Unscheduled WOs	Total WOs	Scheduled Costs	Unscheduled Costs	Total Costs
154.00	243.00	397.00	\$75,002.38	\$124,314.02	\$199,316.39

10 Year Replacement Forecast

DEPARTMENT	YEAR 19-20	YEAR 20-21	YEAR 21-22	YEAR 22-23	YEAR 23-24	YEAR 24-25	YEAR 25-26	YEAR 27-28	YEAR 28-29	YEAR 29-30
ADMIN	\$ -	\$ -	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ANIMAL SERVICES	\$ 65,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 76,000.00	\$ -	\$ 80,000.00
ECO DEVELOP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,000.00	\$ -	\$ -	\$ -	\$ -
ENGINEERING	\$ -	\$ -	\$ -	\$ 38,000.00	\$ -	\$ 38,000.00	\$ -	\$ 40,000.00	\$ 42,000.00	\$ -
FACILITY SERVICES	\$ 30,000.00	\$ 32,000.00	\$ 33,000.00	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FLEET SERVICES / MOTORPOOL	\$ 122,000.00	\$ 34,000.00	\$ 136,000.00	\$ 36,000.00	\$ -	\$ -	\$ 34,000.00	\$ -	\$ -	\$ 39,000.00
FIRE LT. DUTY	\$ 75,000.00	\$ 30,000.00	\$ 235,000.00	\$ 75,000.00	\$ 190,000.00	\$ -	\$ 145,000.00	\$ 60,000.00	\$ 200,000.00	\$ 145,000.00
IT	\$ 29,000.00	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 31,000.00	\$ -	\$ -	\$ -
PARKS	\$ -	\$ -	\$ 38,000.00	\$ 51,000.00	\$ -	\$ 27,000.00	\$ 96,000.00	\$ 40,000.00	\$ 75,000.00	\$ 71,000.00
PLANNING & COMM. DEV	\$ 29,000.00	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 31,000.00	\$ -	\$ -	\$ -
PD	\$ 544,000.00	\$ 560,000.00	\$ 601,000.00	\$ 518,000.00	\$ 842,000.00	\$ 624,000.00	\$ 482,000.00	\$ 656,000.00	\$ 672,000.00	\$ 688,000.00
STREETS	\$ 31,000.00	\$ 230,000.00	\$ 64,000.00	\$ 175,000.00	\$ 18,000.00	\$ 116,000.00	\$ 127,000.00	\$ 94,000.00	\$ -	\$ 65,000.00
	\$ 925,000.00	\$ 886,000.00	\$ 1,152,000.00	\$ 963,000.00	\$ 1,050,000.00	\$ 904,000.00	\$ 1,021,000.00	\$ 966,000.00	\$ 989,000.00	\$ 1,088,000.00
FIRE TRUCK	\$ 1,200,000.00	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ 800,000.00	\$ -	\$ 850,000.00	\$ -	\$ 900,000.00
TOTAL GENERAL FUND:	\$ 2,125,000.00	\$ 886,000.00	\$ 1,152,000.00	\$ 1,963,000.00	\$ 1,050,000.00	\$ 1,704,000.00	\$ 1,021,000.00	\$ 1,816,000.00	\$ 989,000.00	\$ 1,988,000.00
WATER	\$ 179,000.00	\$ 30,000.00	\$ 200,000.00	\$ 40,000.00	\$ 68,000.00	\$ 40,000.00	\$ 80,000.00	\$ 524,000.00	\$ 284,000.00	\$ 152,000.00
DRAINAGE	\$ 107,000.00	\$ 152,000.00	\$ 65,000.00	\$ 131,000.00	\$ 48,000.00	\$ 290,000.00	\$ 8,000.00	\$ 15,000.00	\$ 48,000.00	\$ 182,000.00
EMS	\$ 440,000.00	\$ 440,000.00	\$ 565,000.00	\$ 550,000.00	\$ 570,000.00	\$ 640,000.00	\$ 490,000.00	\$ 525,000.00	\$ 470,000.00	\$ 480,000.00
TOTAL ANNUAL COST:	\$ 2,851,000.00	\$ 1,508,000.00	\$ 1,982,000.00	\$ 2,684,000.00	\$ 1,736,000.00	\$ 2,674,000.00	\$ 1,599,000.00	\$ 2,880,000.00	\$ 1,791,000.00	\$ 2,802,000.00



FY 22-23 Replacement List

- Drainage Dept x 3
- EMS x 2
- Engineering x 1
- Facilities x 2
- Fire x 2
- Inspections x 1
- Motorpool X 1
- Parks Dept. x 2
- Police Dept. x 10
- Streets x 3
- Water Dept. x 1

DRAFT

- * Upcoming major purchase to replace Q1 (218) Quint Fire Apparatus FY 22-23 *

Fleet Maintenance Facility Bldg. 27



DRAFT

- Fleet Grand Opening on December 7, 2021
- Fleet is currently utilizing Bldg. 27 and continuing operations.

Conclusion

- Fleet Staff
- Maintenance Program
- Replacement Schedules
- Bldg. 27 Fleet Maintenance Facility

DRAFT

CITY COUNCIL MEMORANDUM

City Council Meeting: January 25, 2022
Department: Finance
Subject: Resolution No. 22-R-14 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (M. Browne/J. Walters)

BACKGROUND

In the EMS, Utility Billing, and Magazine functions, services are provided to customers up front and billing is settled later. Since services are provided before receiving payment, inevitably the City has customers that do not pay for the services provided.

When this occurs, staff reaches out to the customer to try to collect the outstanding payment including follow-up notices and phone calls to try to reach out to the customer to remind them of the outstanding balance and encourage payment. However, the longer the customer account goes without a payment the less likely that any payment will be received.

Once a customer account reaches 180 days without payment, Staff brings those accounts to the City Council to be “written off”. This process is an accounting procedure following the Generally Accepted Accounting Principles (GAAP), which lays the framework of accounting practices in the U.S. This designation means it is unlikely those outstanding balances will ever be collected. This leads to an accounting adjustment on the City’s Financial Statements to accurately show how much is still outstanding and is reasonable to expect collection.

If a customer’s account has been written off, this does not erase or forgive that debt. The city can and does collect some portion of the amount owed by those customers. This can be through the debt collection agency used by EMS or if the customer returns to the City and requests new services through the Magazine or Utility Billing.

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

The resolution authorizes the debt for these areas that is more than 180 days outstanding as of December 1, 2021, to be written off. These write-offs come before council quarterly and last came before council on September 28, 2021.

Previous Write off Amount:
February 2017: \$621,138.97
June 2017: \$544,944.16
September 2017: \$510,516.01

January 2018: \$510,637.79
March 2018: \$433,427.15
June 2018: \$439,627.14
September 2018: \$521,281.82
December 2018: \$727,307.39
March 2019: \$564,227.77
June 2019: \$580,155.10
September 2019: \$586,664.65
December 2019: \$591,829.90
March 2020: \$616,900.00
June 2020: \$552,157.34
September 2020: \$605,161.66
December 2020: \$467,802.06

With Charity
Care

March 2021: \$1,330,234.88
June 2021: \$904,511.15
September 2021: \$750,502.47
December 2021: \$587,362.56

Charity Care for March 2021 was for an entire year, August 2019 through July 2020. For June 2021, Charity Care was for 5 months, August 2020 through December 2021. Going forward, these adjustments will be done quarterly.

GOAL

To approve write-offs of bad debt in accordance with the standards laid out by GAAP.

COMMUNITY BENEFIT

This will show the City's Financial Statements according to national standards and City policy.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution No. 22-R-14 to write off receivables that are older than 180 days.

FISCAL IMPACT

This accounting adjustment will not affect the City's Budget or financial standing. The amount written off is estimated during the budget process and is accounted for in the revenue estimations and the bad debt expense accounts. The action taken tonight will reduce the amount shown as owed to the City by \$587,362.56 and set it equal to the amount seen as still reasonably collectible. The breakdown is as follows:

EMS - \$438,024.86
EMS Charity Care - \$108,298.00
Utility Billing - \$41,039.70
Magazine - \$0.00

RECOMMENDATION

Staff recommends Council approve Resolution No.22-R-14.

Attachments

Resolution 22-R-14

RESOLUTION NO. 22-R-14

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EMS DEBT REVENUE ADJUSTMENTS, UTILITY BILLING DEBT REVENUE ADJUSTMENTS AND SCHERTZ MAGAZINE DEBT REVENUE ADJUSTMENTS FOR CERTAIN INACTIVE OUTSTANDING RECEIVABLES AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City maintains quarterly debt revenue adjustments for inactive outstanding accounts; and

WHEREAS, The Centers for Medicare and Medicaid Services requires a charity care policy to continue participating in the Texas Ambulance Services Supplemental Payment Program (TASSPP); and

WHEREAS, the City Council has determined that it is in the best interest of the City that all inactive outstanding accounts after 180 days nonpayment will be sent to City Council for consideration for write offs.

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

Section 1. The City Council hereby authorizes the write off, including Charity Care, in the amount and distribution of accounts below:

<i>Function</i>	<i>Amount</i>
EMS	\$438,024.86
Charity Care	\$108,298.00
Utility Billing	\$41,039.70
Magazine	\$0.00
Total	\$587,362.56

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 finding 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

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 20th day of January, 2022.

CITY OF SCHERTZ, TEXAS

Mayor Ralph Gutierrez, Mayor

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: January 25, 2022
Department: Public Works
Subject: Ordinance No. 22-T-03 - 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 the purchase of HVAC equipment for the Civic Center HVAC Replacement Project, 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 rental space for the community since 2006. Recently, the HVAC system in the facility is experiencing outages, 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 redesign of the facility's HVAC system.

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.

Due to long lead times, City Staff is recommending ordering the HVAC equipment prior to the final design being completed. This will shorten the overall construction schedule which will minimize the impacts on the Civic Center operations. This ordinance allocates funds from the Hotel Occupancy Tax reserves in order to fund the purchase of the HVAC equipment for the project.

A separate resolution will be brought to City Council authorizing the agreement for the purchase of the HVAC equipment.

City Council approved this item on first reading at their meeting of January 4, 2022.

GOAL

The goal of this ordinance is to amend the fiscal year 2021-2022 budget to provide funding for the purchase of HVAC equipment for the Civic Center.

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 22-T-03 on final reading authorizing the budget adjustment to allow for the purchase of new HVAC equipment.

FISCAL IMPACT

Funding for the equipment procurement and construction of the project will be paid for using existing Hotel Occupancy Tax Funds which are permitted to be used on Capital Improvements at the Civic Center.

RECOMMENDATION

Staff recommends that the City Council approve Ordinance 22-T-03 on final reading authorizing the budget adjustment to allow for the purchase of new HVAC equipment.

Attachments

22-T-03

ORDINANCE NO. 22-T-03

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 THE PURCHASE OF HVAC EQUIPMENT FOR THE CIVIC CENTER HVAC REPLACEMENT PROJECT, 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 \$250,000 for the purpose of purchasing HVAC equipment 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 City has Hotel Occupancy Tax Funds available to be used on Capital Projects at the Civic Center; and

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

Section 1. The City shall transfer a budget of \$250,000 from the Hotel Occupancy Tax Fund to the Civic Center HVAC Replacement Project.

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 City Council.

Section 3. 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 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 Council hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, THAT THIS ORDINANCE WAS PASSED AND APPROVED on first reading, this 4th day of January, 2022.

PASSED, APPROVED, and ADOPTED on second reading this the 25th day of January, 2022

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: January 25, 2022
Department: Public Works
Subject: Resolution No. 22-R-11 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into a job order contract with Sullivan Contracting Services for the purchase of HVAC equipment relating to the Civic Center HVAC Replacement Project. (C. Kelm/S. Williams/S. McClelland)

BACKGROUND

The Schertz Civic Center has been providing rental space for the community since 2006. Recently, the HVAC system in the facility is experiencing outages and 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 redesign of the facility's HVAC system.

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.

City Staff is recommending awarding the equipment procurement and construction contracts to Sullivan Contracting through a job order contract. Sullivan has a Job Order Contract agreement with the Choice Partners Group Purchasing Cooperative ("CP"). CP completed a Request for Proposals for Job Order Contracts in February 2018. A total of 571 vendors were invited to participate in the procurement process. Twenty-five responses were received and evaluated by a three member evaluation team. Evaluations were done on the basis of Price, Vendor's experience and reputation, Quality of products/services, Compliance with local, state, and federal law, safety record, financial capability, marking plan, and value add products/services. The program intended to award to all vendors scoring an overall score of 70 or better to allow for a variety of specialties including roofing, fencing, interior/exterior construction, and HVAC. A total of 15 vendors were awarded under this procurement. Although Sullivan was not the highest ranked vendor in the procurement it is due to the limited scope of services they proposed. This procurement was for a wide range of services from building construction, renovation, plumbing and HVAC. Vendors who could provide services across all categories were scored higher. Sullivan proposed services specifically related to HVAC which led to a lower overall score. In addition, Sullivan comes highly recommended by M&S Engineering, the Design Engineer for this project, based on Sullivan's work for Comal County, the City of New Braunfels, and the City of Seguin.

By contracting with Sullivan via the Choice Partners Group Purchasing Cooperative, the City will save significant time and resources on this project. City Staff is recommending awarding the project in two phases. The first phase, being awarded with this resolution, will be to order the HVAC equipment for the project prior to the design being completed. Phase two will award the construction phase of the

project, which will be awarded after the design is completed. By awarding the project in two phases, City Staff anticipates being able to cut the construction schedule by 6 weeks due to current equipment lead times.

GOAL

The goal of this resolution is to award a job order contract to Sullivan Contracting for the purchase of HVAC equipment for the Civic Center.

COMMUNITY BENEFIT

Replacing the existing HVAC system will allow the Civic Center to continue to provide high-end event rental space to the community. By contracting with Sullivan via the Choice Partners Group Purchasing Cooperative, the City will save significant time and resources on this project.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution 22-R-11 to allow for the purchase of new HVAC equipment for the Civic Center.

FISCAL IMPACT

Funding for the equipment procurement and construction of the project will be paid for using existing Hotel Occupancy Tax Funds which are permitted to be used on Capital Improvements at the Civic Center and will not exceed \$205,000.

RECOMMENDATION

Staff recommends that the City Council approve Resolution 22-R-11 to allow for the purchase of new HVAC equipment for the Civic Center.

Attachments

22-R-11

Schertz Civic Center HVAC Replacement - CP - REVISED 1.19.22 - Proposal

Sullivan JOC - Choice Partners Contract

05_18-029JN JOC IDIQ_Eval Summary

06_18-029JN JOC IDIQ_Bid Tabulation

RESOLUTION NO. 22-R-11

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOB ORDER CONTRACT WITH SULLIVAN CONTRACTING SERVICES FOR THE PURCHASE OF HVAC EQUIPMENT RELATING TO THE CIVIC CENTER HVAC REPLACEMENT PROJECT

WHEREAS, the City of Schertz (the “City”) has a need to replace the entire HVAC system at the Civic Center; and

WHEREAS, Sullivan Contracting Services has a Job Order Contract agreement with the Choice Partners Group Purchasing Cooperative; and

WHEREAS, the City is a member of Choice Partners and has confirmed that their procurement methods align with the City’s requirements; and

WHEREAS, the City has dedicated Hotel Occupancy Tax funds for the completion of this project.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver an agreement in compliance with Choice Partners standards with Sullivan Contracting Services for the purchase of HVAC equipment for an amount not to exceed \$205,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED, this 25th day of January, 2022

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)



PROPOSAL

The Pounds Group LLC dba Sullivan Contracting Services

Choice Partners Contract #: 21/039MR-14

Send to: City of Schertz
10 Commercial Place, Bldg. 2
Schertz, TX 78154

Phone: 210.619.1809
Job # : 621229
Email: smcclelland@schertz.com

1/19/2022

Attn: Scott McClelland

Job Name: Schertz Civic Center HVAC Replacement - CP

Job Description

- Pricing below reflects the **UPDATED** equipment only for HVAC per schedules and specifications designated on sheets M401, M501, & M701.

Equipment is as follows:

- (3) Package Units (3) EA. @ \$53,286.32 \$159,858.96
- (13) VAVs (13) EA. @ \$1,980.00 \$25,740.00

Current Lead Times for equipment:

- PKG Units - 11 to 13 weeks
- VAV Boxes - 8 to 10 weeks

****Pricing below includes Performance and Payments Bonds****

Exclude: After Hours, Structural Design/Fees, Electrical, HVAC, Plumbing, Fire Sprinkler/Alarm, Permitting, Testing, any items not listed above.

****Price excludes any owner mandated COVID-19 Testing, Procedures, and/or changes to normal work practices not covered above.****

****Due to current volatility in the market, proposal has potential to only be guaranteed for 15 days****


CostWorks Base	\$191,537.01
95% Coeff	\$181,960.16
Owner Contingency	\$0.00
Sub Total	\$181,960.16
Bond	\$3,639.20
PROJECT TOTAL	\$185,599.36 <small>Plus applicable sales tax</small>

Respectfully submitted,
Kyle Baker

EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies:

1. It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that HCDE will rely on such statements, information, and representations in selecting the successful Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by HCDE and its membership as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by HCDE if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by HCDE.
10. This Agreement is subject to purchase orders duly authorized and executed by HCDE.

CORPORATE NAME:	The Pounds Group LLC dba Sullivan Contracting Services		
AUTHORIZED SIGNATURE:			
PRINT NAME:	Cody Hallmark		
TITLE:	Operations Manager		
DATE:	1/10/2018		
ADDRESS:	2299 Rudeloff Rd E		
CITY, STATE, ZIP CODE:	Seguin, TX 78155		
PHONE:	(830)372-3812	FAX:	(830)401-5888
EMAIL ADDRESS:	cody@scs-tx.com		
WEBSITE URL	www.scs-tx.com		

This Section to be Completed by HCDE

Contract Number: 18/029JN-13 Term of contract: 02/28/2018 to 02/27/2020

Vendor shall honor all CPC Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

Approved by Harris County Department of Education:



 Jesus J. Amezcua, PhD, CPA, RSTBA
 Assistant Superintendent for Business Services



 Board Approval Date

5.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this CSP and are part of the terms and conditions of each Purchase Order, Job Order, or proposal forms issued in connection with this CSP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by HCDE/CP and eliminated from further consideration.

**CONTRACT BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION AND
Pounds Group, LLC dba Sullivan Contracting Services
FOR
JOB ORDER CONTRACTING, IDIQ PUBLIC WORK,
MINOR CONSTRUCTION, MAINTENANCE, AND RENOVATION WORK**

This Contract is entered into between HCDE/CP and Vendor, having submitted a proposal in response to this CSP issued by HCDE/CP and whose proposal has been accepted and awarded by HCDE. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCDE/CP and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

5.1. Definitions

The terms used in this Contract shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the CSP.

5.2. Use of Contract by CP members

Vendor agrees and understands that this CSP and Contract may be used to accomplish work for HCDE/CP, a local governmental entity. Vendor further agrees and understands that this CSP and Contract may also be utilized by CP members pursuant to the piggyback method, as contemplated in the U.S. Department of Agriculture Memorandum SP 35-2012, *Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations, etc.* ("SP 35-2012). Vendor agrees and understands that CP members include "school food authorities," as that term is used in SP 35-2012.

5.3. Contract Terms; Amendment

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the CP member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by HCDE/CP and, if necessary, the CP member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the HCDE Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award, the new contract will immediately supersede the older contract, if applicable.

5.4. Term of Contract; Renewal of Contract

The initial term of this Contract is for a period of two (2) years, with HCDE/CP having the option to renew the Contract for three (3) additional one-year terms, at HCDE's sole discretion, unless otherwise specified in **Section 6.0 Scope of Proposal**. Consequently, the total term of the Contract may be for a period of **five (5) years**. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

5.5. Termination of Contract; Survival

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of HCDE/CP and Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by HCDE and/or CP members and accepted by Vendor shall survive the expiration or

termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and a CP member, all terms of this Contract shall continue to apply to the Supplemental Contract.

In the event of a breach or default of the Contract and/or the CSP by Vendor, HCDE/CP reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of HCDE/CP and/or CP members. HCDE/CP further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the CSP, this Contract, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the CSP. HCDE/CP also reserves the right to terminate the Contract immediately, with written notice to Vendor, if HCDE/CP believes, in its sole discretion that it is in the best interest of HCDE/CP and/or CP members to do so.

In the event that a material change to the terms of the Contract occurs, then the Contract shall be allowed to expire and shall not be renewed upon the conclusion of the Contract's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between HCDE/CP and Vendor. Upon the expiration of the Contract's term, HCDE/CP may issue a new CSP for the goods or services procured under the previous contract.

Vendor agrees that HCDE/CP shall not be liable for damages in the event that HCDE/CP declares Vendor to be in default or breach of this Contract and/or the CSP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

5.6. **Buy America Act; Prevailing Wage Rates**

Buy American Act

The Buy American Act, set forth in 7 C.F.R. Part 210.21(d), requires that participants in the National School Lunch Program and School Breakfast Program use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products. 7 CFR Part 210.21(d) defines a "domestic commodity or product" as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Because many HCDE/CP members participate in the National School Lunch Program and School Breakfast Program, HCDE/CP requires Vendor to certify whether its products are "domestic commodities or products", as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification of the domestic content in the parts, components, and other elements contained in the product, including specific information about the percentage of U.S. content from the supplier (i.e., manufacturer or distributor).

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by the CP member, upon request. To be considered for an exception to the Buy American provision, Vendor may submit a good faith request for an exception, certifying that Vendor reasonably believes that:

- (a) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and/or
- (b) the costs of a U.S. product are significantly higher than the non-domestic product.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, HCDE/CP members may decide not to purchase from Vendor.

Additionally, HCDE/CP members may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement.

Prevailing Wage Rates

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258, applicable to the construction of a public work, and any

related federal requirements, including the DAVIS-BACON ACT. In the event TEX. GOV'T. CODE Chapter 2258 applies to a product or service provided by Vendor to HCDE/CP or a CP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by HCDE/CP or the CP member.

5.7. **Change Orders**

Pursuant to TEX. EDUC. CODE § 44.0411(a), for HCDE/CP and CP members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Purchase Order or Job Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the CP member may approve change orders making the changes. The total Purchase Order or Job Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The CP member may grant general authority to an administrative official to approve the change orders. A Purchase Order or Job Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order or Job Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

5.8. **Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5); the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of \$10,000); the Education Department General Administrative Regulations ("EDGAR") (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to HCDE/CP and/or CP members. Vendor understands that Vendor is ineligible to receive a contract award with HCDE/CP if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the CP member at cost as part of the Purchase Order, unless the permits are provided by the CP member. For the entire duration of this Contract, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the CP member's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. The states of individual CP members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements. When required or requested by HCDE/CP or a CP member, Vendor shall furnish HCDE/CP and/or the CP member with satisfactory proof of Vendor's compliance with this provision.

5.9. **Confidentiality**

Vendor and HCDE/CP agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and HCDE/CP understand that the Family

Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that HCDE/CP and numerous CP members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability HCDE/CP and CP members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, HCDE, or a CP member and determined by HCDE/CP or the CP member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

5.10. **Performance and Payment Bonds**

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order or Job Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. TEX. GOV'T. CODE §§ 2253.001(4); 22269.411. Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Purchase Order is in excess of \$100,000 for CP members that are governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order or Job Order is in excess of \$25,000 for CP members that are governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order or Job Order is in excess of \$50,000 for CP members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE. Additionally, Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

5.11. **Title and Risk of Loss**

Whenever HCDE/CP or a CP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE/CP or the CP member's acceptance of the product or payment of the applicable invoice.

5.12. **Warranty Conditions**

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's or the CP member's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the CSP and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the CSP, or Purchase Order.

5.13. **Criminal History Review**

Section 10.0 Attachment–SB 9 Contractor Certification: Contractor Employees (Required) and Attachment–SB 9 Contractor Certification: Subcontractor Form (If Applicable) must be submitted with packet, if applicable.

Prior to commencing any work under the Contract, if Vendor contracts with HCDE/CP to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by TEX. EDUC. CODE Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with TEX. EDUC. CODE, Chapter 22 requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at HCDE/CP or at CP school district members' locations; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor

offense that would prevent a person from being employed under TEX. EDUC. CODE § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students. Tex. Educ. Code §§ 22.0834(a-1), .08341. The criminal history record information review obligation applies only if Vendor contracts with HCDE/CP to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

5.14. Customer Support

Vendor shall provide timely and accurate technical advice and sales support to HCDE/CP staff, and CP members. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to HCDE/CP staff and/or CP members regarding products and/or services supplied by Vendor, at no additional charge, if requested by HCDE/CP or a CP member.

5.15. HCDE/CP and/or CP members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by HCDE/CP or a CP member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify HCDE/CP or the CP member and pay to HCDE/CP or the CP member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of HCDE's or the CP member's determination of the amount due. If Vendor fails to make timely payment, HCDE/CP or the CP member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by HCDE/CP or the CP member.

5.16. Tax Exempt Status

HCDE/CP and all CP members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE § 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CP members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. HCDE/CP and CP members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

5.17. Other State Tax Requirements

5.17.1. Payment of Taxes by CP members Outside of Texas – CP members outside of Texas will pay only the rate and/or amount of taxes identified in Vendor's proposal submitted in response to the CSP as appropriate to the specific CP member.

5.17.2. State and Local Transaction Privilege Taxes – The CP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from HCDE/CP and/or the CP member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

5.18. State of Texas Franchise Tax

By submitting a proposal in response to the CSP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

5.19. Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any

persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold HCDE/CP and the CP member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

5.20. **IRS W-9**

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the CP member.

5.21. **Assignment of Contract**

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE/CP and, if applicable, the CP member.

5.22. **Notification of Material Change**

Vendor is required to notify HCDE/CP when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

5.23. **Performance**

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order, or Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

5.24. **Subcontractors**

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to HCDE/CP and CP members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE/CP and any such subcontractor, nor shall it create any obligation on the part of HCDE/CP or CP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

If Vendor uses subcontractors in the performance of any Purchase Order or Job Order issued as a result of a Job Order Contract awarded via this procurement solicitation, subcontractors must issue their Job Order Quotes using the same pricing method(s) outlined in the procurement solicitation and according to Texas Government Code Chapter 22269, Subchapter I, Job Order Contracts Method.

5.25. **Non-Appropriation**

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on HCDE/CP or any CP member by this Contract, HCDE/CP and CP members shall have the right to terminate this Contract, any Supplemental Contract, Purchase Order, and/or Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of HCDE/CP or any CP member if it is determined by HCDE/CP or any CP member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order. The parties agree that this Contract, any Supplemental Contract, any Purchase Order, and/or any Job Order are commitments of the current revenue of HCDE/CP and CP members only.

5.26. **Ordering Procedures**

Purchase Orders/Job Orders are issued by HCDE/CP and/or CP members to the Vendor according to this Contract and any Supplemental Contract between HCDE/CP and the CP member. CP members must send Purchase

Orders/Job orders to HCDE/CP, unless otherwise stipulated by HCDE/CP. HCDE/CP may request confirmation of receipt of the Purchase Order/Job Order from Vendor.

HCDE/CP also may elect to require e-commerce functionality, in which Purchase Orders/Job Orders are sent directly to Vendor and reported by the CP member to HCDE/CP on a specified basis. The e-commerce approach must be approved by HCDE/CP prior to the start date of any Term of the Contract.

5.27. **Invoices; Payments**

5.27.1. Vendor shall submit invoices, in duplicate, directly to HCDE/CP or the CP member at the appropriate location(s) specified by HCDE/CP or the CP member. Each invoice shall include HCDE's or the CP member's Purchase Order/Job Order number and HCDE/CP Contract Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during HCDE's or the CP member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of HCDE's or the CP member's receipt shall be made available upon request by HCDE/CP or the CP member.

5.27.2. HCDE/CP or the CP member will make payments directly to Vendor. HCDE/CP or the CP member placing the Purchase Order/Job Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. Neither HCDE/CP nor any CP member shall be liable for the indebtedness of any one CP member.

5.27.3. TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by HCDE/CP and any CP member whose governing body meets only once a month or less frequently, **within forty-five (45) days** after the later of the following: (1) the date HCDE/CP or the CP member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date HCDE/CP or the CP member receives an invoice for the products or service. For CP members whose governing bodies meet more than once a month or more often, payments are due by those CP members **within thirty (30) days** after the later of the following: (1) the date the CP member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the CP member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from HCDE/CP or the CP member not later than the **tenth (10th) day** after the date the Vendor receives the payment from HCDE/CP or the CP member.

The exceptions to payments made by HCDE, a CP member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

5.28. **Reporting**

The Vendor shall provide HCDE/CP with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel format, in the format and with the information specified by HCDE/CP. Reports are due on the **fifteenth (15) day of the month**, after the close of the previous month and shall provide information regarding Purchase Orders/Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all CP members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order/Job Order, Purchase Order/Job Order number, CP member name, city/town, and Purchase Order total dollar amount. Reports shall be submitted in an electronic format to HCDE/CP at 6005 Westview, Houston, Texas 77055, or electronically mailed to facilityreporting@choicepartners.org. **Reports are required even if there is no activity to report.**

5.29. **Pricing Changes**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Contract. Pricing may be negotiated during the Contract renewal period. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CP in Vendor's proposal shall include the administrative fee to be remitted to

HCDE/CP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CP. All price changes shall be presented to HCDE/CP for acceptance or rejection by HCDE/CP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by HCDE/CP prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

5.30. **HCDE/CP Administrative Fee**

HCDE/CP will invoice Vendor for the HCDE/CP Administrative Fee of **4%**, subject to the Administrative Incentive Clause, below. HCDE/CP reserve the right to modify the Administrative Fee at any time, upon notice to Vendor. The invoice for the Administrative Fee will be based on total sales made through this Contract. Vendor shall remit payment of the HCDE/CP Fee to HCDE/CP no later than **thirty (30)** days following the end of the month. Failure to pay the HCDE/CP Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in HCDE/CP suspending or terminating this Contract. Vendor shall honor and pay HCDE/CP the HCDE/CP Administrative Fee for any sales resulting from this Contract that occurred within **thirty (30) days** of the expiration or termination of this Contract. All rebates, discounts, and other applicable credits granted by Vendor as a result of any Supplemental Contracts entered into between Vendor and CP members shall accrue exclusively to CP member(s).

Administrative Fee Incentive Clause. The following incentives will be determined in the sole discretion of HCDE/CP and will be based on amounts actually billed by Vendor. Vendor's failure to abide by the Contract's terms and conditions, including, without limitation, Vendor's requirement to report sales to HCDE/CP, may result in HCDE/CP voiding the Administrative Fee Incentive, in HCDE/CP's sole discretion.

One-Year Term(s)

- **Gross sales above \$5M invoiced by Choice Partners = 3% for remainder of the then-current Contract Term**
- **Subsequent renewal 1-year Term = 3.75% and Vendor must maintain production of \$5M to keep 3.75% fee for the next subsequent renewal 1-year Term**

Individual Job Orders

- **\$2M or above = 3.5% only in the Contract Term in which they are invoiced**
- **\$1M or above = 3.75% only in the Contract Term in which they are invoiced**

5.31. **Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to HCDE/CP and/or CP members under this Contract. These records and accounts shall be retained by Vendor and made available for review and copying by HCDE/CP and CP members for a period of **not less than three (3) years** from the date of completion of the service(s), receipt of product(s), the date of the receipt by HCDE/CP or the CP member of Vendor's final invoice or claim for payment in connection with this Contract, or the date HCDE/CP or the CP member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by HCDE or any CP member pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or

subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32. **Right to Review, Audit and Inspect**

HCDE/CP, CP members, any federal agency that has awarded federal funds/grant(s) to HCDE/CP or a CP member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders and/or Job Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for HCDE/CP and/or CP members, and shall be open to inspection and subject to audit/review and/or reproduction by HCDE/CP, CP member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

5.32.1. Vendor's compliance with this Contract and the requirements of the CSP.

5.32.2. Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices and the appropriate Unit Price Book for JOC work performed for HCDE/CP and/or CP members.

5.32.3. Compliance with provisions for computing billings to HCDE/CP and/or to CP members.

5.32.4. Any other matter related to this Contract.

5.33. **Indemnification**

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE/CP AND EACH CP MEMBER, INCLUDING HCDE'S AND CP MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY HCDE/CP OR THE CP MEMBER.

5.34. **Governing Law and Exclusive Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving HCDE/CP must be brought exclusively in the state and federal courts located in Houston, Harris County, Texas. Any dispute not involving HCDE/CP but involving a CP member and Vendor shall be governed by the laws of the state of the CP member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the CP member.

5.35. **Multiple Contract Awards; Non-Exclusivity**

HCDE/CP reserves the right to award multiple contracts under the CSP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of HCDE/CP. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE/CP and/or CP members. During the Term of this Contract, HCDE/CP and CP members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. In the event that a Vendor has an existing HCDE/CP contract in the same contract title, upon award the new contract will immediately supersede the older contract.

5.36 **New Products**

New products that meet the specifications detailed in the CSP may be added to this Contract, with prior written approval from HCDE/CP. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products

are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the CSP. No products may be added to avoid competitive procurement procedures. HCDE/CP may reject any proposed additions, without cause, in its sole discretion.

5.37. **No Substitution**

Any Purchase Order issued pursuant to this Contract shall conform to the specifications and descriptions identified in this Contract and the CSP. Vendor shall not deliver substitutes without prior written authorization from HCDE/CP or the CP member.

5.38 **Penalties**

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Contract, the CSP, or a Supplemental Contract, HCDE/CP or the CP member may take the following action(s), in the sole discretion of HCDE/CP or the CP member, and Vendor agrees to comply with the chosen action(s):

- 5.38.1 Insist that the Vendor honor the quoted price(s) specified in Vendor's proposal or the Supplemental Contract, as applicable;
- 5.38.2 Have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by HCDE/CP or the CP member;
- 5.38.3 Have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
- 5.38.4 Recommend to HCDE Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to HCDE/CP and/or that this Contract be terminated.

5.39. **Promotion of Contract Marketing Plan**

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. HCDE/CP may only supply Vendor with CP members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of HCDE/CP and Vendor's company, product, and/or services shall be at HCDE/CP's sole discretion. Encouraging CP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CP and obtain written approval before Vendor finalizes or publishes promotional material bearing the HCDE/CP or HCDE/CP name or seal. Vendor may not release any press release or other publication regarding this Contract or HCDE/CP unless and until HCDE/CP first approves the press release or publication in writing.

5.40. **Website Support**

Vendor agrees to cooperate with HCDE/CP in publicizing contract particulars on the CP website. Vendor also agrees to work with HCDE/CP in updating and maintaining current information on Vendor activities related to the Contract on the CP website. Vendor agrees to provide an electronic version of its logo for use on the CP website upon Contract award and provide other information as reasonably requested by HCDE/CP to help ensure that the CP website is current and consistently updated.

5.41. **Safety**

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by HCDE/CP, CP members, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by HCDE/CP or CP members. Vendor shall indemnify and hold HCDE/CP and/or the CP member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

5.42. **Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on HCDE/CP and CP members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on HCDE/CP and CP members' property.

5.43. **Supplemental Contracts**

A CP member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract developed as a result of this Contract and/or the CSP is exclusively between the CP member and Vendor and shall have no effect or impact on HCDE, any other CP member, or this Contract. Any Supplemental Contract between Vendor and a CP member is exclusively between that specific CP member and Vendor and will be subject to immediate cancellation by the CP member (without penalty to the CP member) if, in the opinion of the CP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Vendor shall promptly notify HCDE/CP of any Supplemental Contract executed between Vendor and a CP member. Supplemental Contracts are entered into pursuant to the piggyback method delineated in the U.S. Department of Agriculture directive SP 35-2012.

5.44. **Insurance**

Vendor is required to provide HCDE/CP and/or the CP member with copies of certificates of insurance, naming HCDE/CP and/or the CP member as additional insured's for Texas Workers Compensation and General Liability Insurance, **within 14 business days of contract award and prior to the commencement of any work under this Contract.** Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to HCDE/CP and/or the CP member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the CP member is located, and shall be acceptable to HCDE/CP and/or the CP member. Vendor shall give HCDE/CP or the CP member a **minimum of ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the CP member has higher insurance requirements than those listed below, such may be added to the Purchase Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor's liability.

All policies of insurance shall waive all rights of subrogation against HCDE, CP members, and HCDE/CP and CP members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to HCDE/CP and/or to CP members.

HCDE/CP and the CP member, as requested, shall be named as an "additional insured" on insurance policies.

HCDE/CP and the CP member reserve the right to require additional insurance should HCDE/CP or the CP member deem additional insurance necessary, in their sole discretion.

- Workers Compensation (with waiver of subrogation to HCDE/CP and the CP member) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
- Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee.
- Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. \$300,000 each occurrence Limit Bodily Injury and Property Damage combined. \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate. \$300,000 Personal and Advertising Injury Limit.

- Automobile Liability Coverage: \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

5.45. **Participation in HCDE/CP**

Vendor acknowledges and agrees that continued participation in the HCDE/CP cooperative purchasing program is subject to HCDE/CP's sole discretion and that Vendor may be removed from the HCDE/CP program at any time, with or without cause, in HCDE/CP's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order/Job Order. Nothing in this Contract or in any other communication between HCDE/CP and Vendor may be construed as a guarantee that HCDE/CP or CP members will submit any Purchase Order/Job Order to Vendor at any time.

At a minimum, to continue participation in the HCDE/CP cooperative purchasing program, Vendor must:

- **Submit detailed monthly reports of all sales activity (such report is required even if there is no sales activity for a given month);**
- **Timely remit Administrative Fee(s) to HCDE/CP;**
- **Market Choice Partners, including inclusion of CP seal on Vendor's website, development and execution of marketing plan, and participation in at least 5 of marketing events (such as trade shows and conferences) annually;**
- **Maintain a minimum annual sales activity of \$15,000;**
- **Completion of all required forms (such as Form 1295, EDGAR Certifications, etc.); and**
- **Maintain required insurance and submit updated certificate(s) to CP annually**

5.46. **No Agency or Endorsements**

It is the intention of the parties to this Contract that Vendor is independent of HCDE/CP and CP members, is an independent contractor, and is not an employee, agent, joint venturer, or partner of HCDE/CP or any CP member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE/CP and Vendor, any CP member and Vendor, HCDE/CP and any of Vendor's agents, or any CP member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE/CP or any CP member, and HCDE/CP and HCE members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that HCDE/CP and CP members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.47. **Equal Opportunity**

It is the policy of HCDE/CP not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

5.48. **Force Majeure**

Neither HCDE, any CP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CP member, or Vendor's control.

HCDE, CP members, and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. HCDE, CP members, and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Contract, in the event the Vendor's performance of its obligations under this Contract is delayed or stopped by a force majeure event, HCDE/CP shall have the option to terminate this Contract. This section shall not be interpreted as to limit or otherwise modify any of HCDE's or CP members' contractual, legal, or equitable rights.

5.49. **Severability**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.50. **Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

5.51. **Entire Agreement**

The Contract, the CSP, Vendor's proposal submitted in response to the CSP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the CSP or Vendor's proposal submitted in response to the CSP, this Contract shall control. In the event of a conflict between the CSP and Vendor's proposal submitted in response to the CSP, the CSP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order/Job Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract between Vendor and the CP member may be established to further detail the terms and conditions of the CP member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to HCDE, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the CP member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise.

5.52. **Interpretation**

Vendor agrees that the normal rules of construction that requires that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

5.53. **Notice**

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

5.54. **Captions**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

5.55 **Certifications**

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of HCDE or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. *See* HCDE Policy CJ (Legal) and (Local).

Evaluation Criteria	Total Weighted Value		AAA Time Saver Services	American Technologies, Inc	Bass Constuction Co., Inc.	Blackmon Mooring
Averages						
(1) Price Overall Cost of Program Vendor's proposed coefficient(s)	30		17.33	#DIV/0!	15.67	19.00
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years	20		14.67	#DIV/0!	15.67	15.67
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: JOC Project Management JOC Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform JOC work and the Vendor's proposed personnel	20		14.00	#DIV/0!	14.33	14.33
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE	0		0.00	#DIV/0!	0.00	0.00
(5) Vendor's safety record, including current OSHA safety report	5		3.67	#DIV/0!	4.33	3.00
(6) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE/CP and CP members to acquire the products/services	10		4.33	#DIV/0!	9.67	8.00
(7) Vendor's past relationship with HCDE/CP and/or CP members, including Vendor's job order contracting relationship with HCDE/CP and/or CP members	7		4.00	#DIV/0!	3.67	5.00
(8) Marketing Plan	5		3.33	#DIV/0!	4.00	4.33
(9) Value Add Products/Services	3		0.67	#DIV/0!	1.67	1.33
Total	100		62.00	0.00	69.00	70.67
Evaluation committee for this RFP: Stephen Kendrick Jay Atkins Michael Robles	Invitations sent to 581 Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <u>Contract</u> <u>Vendor</u> 18/029JN -01 Blackmon Mooring 18/029JN -02 Centennial Moisture Control, Inc. 18/029JN -03 Falkenberg Construction Company, Inc.					
Yellow - non-responsive or did not make 70.						

	Centennial Moisture Control, Inc.	Falkenberg Constructi on Company, Inc.	floors 2 adore	FRAGMA Constructi on Services, LLC	Hallmark Mitigation & Constructi on	J Reynolds & Co., Inc.												
Evaluation Criteria																		
Averages																		
(1) Price Overall Cost of Program Vendor's proposed coefficient(s)	14.67	13.67	22.00	26.00	17.33	#DIV/0!												
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years	17.00	17.33	15.67	11.33	12.67	#DIV/0!												
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: JOC Project Management JOC Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform JOC work and the Vendor's proposed personnel	16.67	17.33	16.67	13.33	15.67	#DIV/0!												
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE	0.00	0.00	0.00	0.00	0.00	#DIV/0!												
(5) Vendor's safety record, including current OSHA safety report	3.67	3.00	4.33	3.33	3.00	#DIV/0!												
(6) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE/CP and CP members to acquire the products/services	8.33	8.67	7.67	6.67	8.33	#DIV/0!												
(7) Vendor's past relationship with HCDE/CP and/or CP members, including Vendor's job order contracting relationship with HCDE/CP and/or CP members	5.67	5.67	6.00	0.67	4.00	#DIV/0!												
(8) Marketing Plan	3.33	4.00	4.33	3.33	3.33	#DIV/0!												
(9) Value Add Products/Services	0.67	2.00	1.67	0.67	1.00	#DIV/0!												
Total	70.00	71.67	78.33	65.33	65.33	0.00												
Evaluation committee for this RFP: Stephen Kendrick Jay Atkins Michael Robles	Invitations sent to 676 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><u>Contract</u></td> <td style="width: 50%;"><u>Vendor</u></td> </tr> <tr> <td>18/029JN -04</td> <td>floors 2 adore</td> </tr> <tr> <td>18/029JN -05</td> <td>Jamail & Smith Construction, LP</td> </tr> <tr> <td>18/029JN -06</td> <td>Mic-Continental Restoration Company</td> </tr> <tr> <td>18/029JN -07</td> <td>Mooring Recovery Services</td> </tr> <tr> <td>18/029JN -08</td> <td>Near Future LLC</td> </tr> </table>						<u>Contract</u>	<u>Vendor</u>	18/029JN -04	floors 2 adore	18/029JN -05	Jamail & Smith Construction, LP	18/029JN -06	Mic-Continental Restoration Company	18/029JN -07	Mooring Recovery Services	18/029JN -08	Near Future LLC
<u>Contract</u>	<u>Vendor</u>																	
18/029JN -04	floors 2 adore																	
18/029JN -05	Jamail & Smith Construction, LP																	
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18/029JN -07	Mooring Recovery Services																	
18/029JN -08	Near Future LLC																	
Yellow - non-responsive or did not make 70.																		

	Jamail & Smith Construction, LP	KMD Hospitality (KMD Hospitality LLC)	LMC Corp (Lee Construction and Maintenance)	L-Sync, LLC	Mid-Continental Restoration Company	Mooring Recovery Services										
Evaluation Criteria																
Averages																
(1) Price Overall Cost of Program Vendor's proposed coefficient(s)	29.33	#DIV/0!	#DIV/0!	12.33	16.67	21.33										
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years	16.33	#DIV/0!	#DIV/0!	12.33	17.00	16.00										
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: JOC Project Management JOC Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform JOC work and the Vendor's proposed personnel	17.67	#DIV/0!	#DIV/0!	14.00	16.33	16.00										
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE	0.00	#DIV/0!	#DIV/0!	0.00	0.00	0.00										
(5) Vendor's safety record, including current OSHA safety report	4.00	#DIV/0!	#DIV/0!	3.00	4.33	2.33										
(6) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE/CP and CP members to acquire the products/services	9.67	#DIV/0!	#DIV/0!	6.33	8.67	9.33										
(7) Vendor's past relationship with HCDE/CP and/or CP members, including Vendor's job order contracting relationship with HCDE/CP and/or CP members	3.33	#DIV/0!	#DIV/0!	1.67	5.00	4.00										
(8) Marketing Plan	4.67	#DIV/0!	#DIV/0!	3.00	4.33	3.33										
(9) Value Add Products/Services	1.67	#DIV/0!	#DIV/0!	1.67	1.67	2.00										
Total	86.67	0.00	0.00	54.33	74.00	74.33										
Evaluation committee for this RFP: Stephen Kendrick Jay Atkins Michael Robles	Invitations sent to 676 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <table border="0"> <tr> <td><u>Contract</u></td> <td><u>Vendor</u></td> </tr> <tr> <td>18/029JN -09</td> <td>Radius Design Works, LLC</td> </tr> <tr> <td>18/029JN -10</td> <td>Reliable Commercial Roofing Services, Inc.</td> </tr> <tr> <td>18/029JN -11</td> <td>SDB Contracting Services (SDB, Inc)</td> </tr> <tr> <td>18/029JN -12</td> <td>Sterling Structures, Inc.</td> </tr> </table>						<u>Contract</u>	<u>Vendor</u>	18/029JN -09	Radius Design Works, LLC	18/029JN -10	Reliable Commercial Roofing Services, Inc.	18/029JN -11	SDB Contracting Services (SDB, Inc)	18/029JN -12	Sterling Structures, Inc.
<u>Contract</u>	<u>Vendor</u>															
18/029JN -09	Radius Design Works, LLC															
18/029JN -10	Reliable Commercial Roofing Services, Inc.															
18/029JN -11	SDB Contracting Services (SDB, Inc)															
18/029JN -12	Sterling Structures, Inc.															
Yellow - non-responsive or did not make 70.																

Evaluation Criteria	Near Future LLC	Radius Design Works, LLC	Reliable Commercial Roofing Services, Inc.	SDB Contracting Services (SDB, Inc)	Sterling Structures, Inc.								
Averages													
(1) Price Overall Cost of Program Vendor's proposed coefficient(s)	21.67	17.33	23.00	24.33	28.33								
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years	14.33	17.00	16.00	17.67	18.67								
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: JOC Project Management JOC Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform JOC work and the Vendor's proposed personnel	14.33	15.67	12.67	17.67	19.33								
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE	0.00	0.00	0.00	0.00	0.00								
(5) Vendor's safety record, including current OSHA safety report	2.67	3.33	3.00	4.67	4.67								
(6) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE/CP and CP members to acquire the products/services	7.67	6.67	8.00	9.67	9.67								
(7) Vendor's past relationship with HCDE/CP and/or CP members, including Vendor's job order contracting relationship with HCDE/CP and/or CP members	5.00	6.67	5.33	5.00	6.33								
(8) Marketing Plan	4.00	3.67	3.33	4.33	4.00								
(9) Value Add Products/Services	2.00	2.00	2.33	0.67	2.00								
Total	71.67	72.33	73.67	84.00	93.00								
Evaluation committee for this RFP: Stephen Kendrick Jay Atkins Michael Robles	Invitations sent to 676 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>Contract</u></td> <td style="text-align: center;"><u>Vendor</u></td> </tr> <tr> <td>18/029JN -13</td> <td>Sullivan Contracting Services (Pounds</td> </tr> <tr> <td>18/029JN -14</td> <td>The Fence Lady Inc.</td> </tr> <tr> <td>18/029JN -15</td> <td>The Thomas Group, Inc.</td> </tr> </table>					<u>Contract</u>	<u>Vendor</u>	18/029JN -13	Sullivan Contracting Services (Pounds	18/029JN -14	The Fence Lady Inc.	18/029JN -15	The Thomas Group, Inc.
<u>Contract</u>	<u>Vendor</u>												
18/029JN -13	Sullivan Contracting Services (Pounds												
18/029JN -14	The Fence Lady Inc.												
18/029JN -15	The Thomas Group, Inc.												
Yellow - non-responsive or did not make 70.													

	Sullivan Contracting Services (Pounds Group.	THE FENCE LADY INC.	The Thomas Group, Inc.	The Trevino Group, Inc.	0
Evaluation Criteria					
Averages					
(1) Price Overall Cost of Program Vendor's proposed coefficient(s)	25.67	17.33	25.67	11.67	#DIV/0!
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years	13.33	16.33	17.00	17.33	#DIV/0!
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: JOC Project Management JOC Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform JOC work and the Vendor's proposed personnel	14.67	17.00	15.00	14.67	#DIV/0!
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE	0.00	0.00	0.00	0.00	#DIV/0!
(5) Vendor's safety record, including current OSHA safety report	3.33	4.00	4.33	4.00	#DIV/0!
(6) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE/CP and CP members to acquire the products/services	8.33	8.00	6.33	9.67	#DIV/0!
(7) Vendor's past relationship with HCDE/CP and/or CP members, including Vendor's job order contracting relationship with HCDE/CP and/or CP members	2.67	6.33	5.00	3.00	#DIV/0!
(8) Marketing Plan	3.33	4.33	4.00	3.33	#DIV/0!
(9) Value Add Products/Services	1.00	2.67	0.67	0.67	#DIV/0!
Total	72.33	76.00	78.00	64.33	0.00
Evaluation committee for this RFP: Stephen Kendrick Jay Atkins Michael Robles	Invitations sent to 676 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: Group)				
Yellow - non-responsive or did not make 70.					

1 Coefficient for unit price book - RSMeans online							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
Jamail & Smith Construction, LP	1	EA	\$0.73	\$0.73			
Sterling Structures, Inc.	1	EA	\$0.80	\$0.80			
FRAGMA Construction Services,	1	EA	\$0.83	\$0.83	Coefficient for unit price book - RSMeans o		
The Thomas Group, Inc.	1	EA	\$0.84	\$0.84			
Sullivan Contracting Services (Pc	1	EA	\$0.85	\$0.85			
Near Future LLC	1	EA	\$0.85	\$0.85			
floors 2 adore	1	EA	\$0.86	\$0.86			
SDB Contracting Services (SDB, I	1	EA	\$0.87	\$0.87			
Mooring Recovery Services	1	EA	\$0.88	\$0.88			
Reliable Commercial Roofing Se	1	EA	\$0.89	\$0.89			
Blackmon Mooring	1	EA	\$0.90	\$0.90			
LMC Corp (Lee Construction anc	1	EA	\$0.90	\$0.90	Regions: 2-Corpus Christi, 3-Victoria, 4-Hou		
AAA Time Saver Services	1	EA	\$0.91	\$0.91			
Radius Design Works, LLC	1	EA	\$0.93	\$0.93			
Hallmark Mitigation & Construc	1	EA	\$0.94	\$0.94	94%		
Bass Constuction Co., Inc.	1	EA	\$0.95	\$0.95			
Mid-Continental Restoration Co	1	EA	\$0.95	\$0.95			
THE FENCE LADY INC.	1	EA	\$0.96	\$0.96			
Centennial Moisture Control, In	1	EA	\$0.98	\$0.98			
Falkenberg Construction Compa	1	EA	\$0.99	\$0.99			
L-Sync, LLC	1	EA	\$0.99	\$0.99			
The Trevino Group, Inc.	1	EA	\$1.20	\$1.20			
J Reynolds & Co., Inc.	1	EA	No Bid				

2 Coefficient for RSMeans online - after hours and overtime hours							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
Jamail & Smith Construction, LP	1	EA	\$0.75	\$0.75			
The Thomas Group, Inc.	1	EA	\$0.87	\$0.87			
Sullivan Contracting Services (Pc	1	EA	\$0.89	\$0.89			
floors 2 adore	1	EA	\$0.89	\$0.89			
Sterling Structures, Inc.	1	EA	\$0.90	\$0.90			
FRAGMA Construction Services,	1	EA	\$0.91	\$0.91	Coefficient for RSMeans online - after hour		
Mooring Recovery Services	1	EA	\$0.92	\$0.92			
AAA Time Saver Services	1	EA	\$0.93	\$0.93			
Blackmon Mooring	1	EA	\$0.93	\$0.93			
Near Future LLC	1	EA	\$0.95	\$0.95			

Radius Design Works, LLC	1	EA	\$0.95	\$0.95	
LMC Corp (Lee Construction anc	1	EA	\$0.95	\$0.95	
SDB Contracting Services (SDB, I	1	EA	\$0.95	\$0.95	
THE FENCE LADY INC.	1	EA	\$0.96	\$0.96	There will be no extra charge for afterhour:
Hallmark Mitigation & Construc	1	EA	\$0.99	\$0.99	99%
Reliable Commercial Roofing Se	1	EA	\$1.10	\$1.10	
Bass Constuction Co., Inc.	1	EA	\$1.10	\$1.10	
Mid-Continental Restoration Co	1	EA	\$1.10	\$1.10	
L-Sync, LLC	1	EA	\$1.13	\$1.13	
Falkenberg Construction Compa	1	EA	\$1.15	\$1.15	
The Trevino Group, Inc.	1	EA	\$1.33	\$1.33	
Centennial Moisture Control, In	1	EA	\$1.35	\$1.35	
J Reynolds & Co., Inc.	1	EA	No Bid		

3	Coefficient for National Construction Estimator book by Craftsman					
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Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
Mooring Recovery Services	1	EA	\$1.13	\$1.13			
The Thomas Group, Inc.	1	EA	\$1.15	\$1.15			
THE FENCE LADY INC.	1	EA	\$1.15	\$1.15			
Blackmon Mooring	1	EA	\$1.17	\$1.17			
Jamail & Smith Construction, LP	1	EA	\$1.17	\$1.17			
L-Sync, LLC	1	EA	\$1.20	\$1.20			
Near Future LLC	1	EA	\$1.20	\$1.20			
Hallmark Mitigation & Construc	1	EA	\$1.20	\$1.20	115%		
Sullivan Contracting Services (Pr	1	EA	\$1.20	\$1.20			
Radius Design Works, LLC	1	EA	\$1.20	\$1.20			
Mid-Continental Restoration Co	1	EA	\$1.20	\$1.20			
floors 2 adore	1	EA	\$1.20	\$1.20			
LMC Corp (Lee Construction anc	1	EA	\$1.20	\$1.20			
AAA Time Saver Services	1	EA	\$1.20	\$1.20			
Falkenberg Construction Compa	1	EA	\$1.22	\$1.22			
The Trevino Group, Inc.	1	EA	\$1.24	\$1.24			
SDB Contracting Services (SDB, I	1	EA	\$1.24	\$1.24			
FRAGMA Construction Services, 1	1	EA	\$1.25	\$1.25			
Centennial Moisture Control, In	1	EA	\$1.25	\$1.25			
Sterling Structures, Inc.	1	EA	No Bid				
Bass Constuction Co., Inc.	1	EA	No Bid				
Reliable Commercial Roofing Se	1	EA	No Bid				
J Reynolds & Co., Inc.	1	EA	No Bid				

4 Coefficient for overtime hours for the National Construction Estimator book by Craftsman							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
Mooring Recovery Services	1	EA	\$1.22	\$1.22			
THE FENCE LADY INC.	1	EA	\$1.25	\$1.25	Due to the Pricing schedules in Craftsman v		
The Thomas Group, Inc.	1	EA	\$1.25	\$1.25			
Jamail & Smith Construction, LP	1	EA	\$1.27	\$1.27			
Mid-Continental Restoration Co	1	EA	\$1.27	\$1.27			
AAA Time Saver Services	1	EA	\$1.27	\$1.27			
Blackmon Mooring	1	EA	\$1.29	\$1.29			
Near Future LLC	1	EA	\$1.30	\$1.30			
Hallmark Mitigation & Construc	1	EA	\$1.30	\$1.30			
Radius Design Works, LLC	1	EA	\$1.30	\$1.30			
floors 2 adore	1	EA	\$1.30	\$1.30			
L-Sync, LLC	1	EA	\$1.30	\$1.30			
Sullivan Contracting Services (Pc	1	EA	\$1.30	\$1.30			
FRAGMA Construction Services,	1	EA	\$1.32	\$1.32			
SDB Contracting Services (SDB, I	1	EA	\$1.32	\$1.32			
Falkenberg Construction Compa	1	EA	\$1.32	\$1.32			
The Trevino Group, Inc.	1	EA	\$1.34	\$1.34			
Centennial Moisture Control, In	1	EA	\$1.35	\$1.35			
LMC Corp (Lee Construction anc	1	EA	\$1.35	\$1.35			
Reliable Commercial Roofing Se	1	EA	No Bid				
J Reynolds & Co., Inc.	1	EA	No Bid				
Sterling Structures, Inc.	1	EA	No Bid				
Bass Constuction Co., Inc.	1	EA	No Bid				

5 Usual and customary mark up for any non-pre-priced items that may come up. This is not a coefficient. It is a percent mark up of actual cost.							
Supplier	QTY	UOM	Price	Extended	Supplier Notes	Manufacturer	Manuf Num
Sterling Structures, Inc.	1	EA	\$10.00	\$10.00	10%		
AAA Time Saver Services	1	EA	\$10.00	\$10.00	10%		
THE FENCE LADY INC.	1	EA	\$10.00	\$10.00	10%		
Falkenberg Construction Compa	1	EA	\$12.00	\$12.00	12%		
The Thomas Group, Inc.	1	EA	\$12.00	\$12.00	12%		
FRAGMA Construction Services,	1	EA	\$1.15	\$1.15	15%		
floors 2 adore	1	EA	\$15.00	\$15.00	15%		
Reliable Commercial Roofing Se	1	EA	\$15.00	\$15.00	15%		
The Trevino Group, Inc.	1	EA	\$15.00	\$15.00	15%		
Sullivan Contracting Services (Pc	1	EA	\$15.00	\$15.00	15%		

SDB Contracting Services (SDB, I	1	EA	\$15.00	\$15.00	15%
Bass Constuction Co., Inc.	1	EA	\$15.00	\$15.00	15%
Near Future LLC	1	EA	\$15.00	\$15.00	15%
L-Sync, LLC	1	EA	\$17.00	\$17.00	17%
Jamail & Smith Construction, LP	1	EA	\$1.18	\$1.18	18%
Hallmark Mitigation & Construc	1	EA	\$19.00	\$19.00	19%
Centennial Moisture Control, In	1	EA	\$0.20	\$0.20	20%
Radius Design Works, LLC	1	EA	\$0.20	\$0.20	20%
LMC Corp (Lee Construction anc	1	EA	\$1.20	\$1.20	20%
Blackmon Mooring	1	EA	\$20.00	\$20.00	20%
Mooring Recovery Services	1	EA	\$20.00	\$20.00	20%
Mid-Continental Restoration Co	1	EA	\$20.00	\$20.00	20%
J Reynolds & Co., Inc.	1	EA	No Bid		

CITY COUNCIL MEMORANDUM

City Council Meeting: January 25, 2022

Department: Planning & Community Development

Subject: Ordinance No. 22-S-01 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas on a request to amend the Comprehensive Land Use Plan by changing approximately 363 acres of the Future Land Use Map from Agricultural Conservation and Estate Neighborhood land use designation to Single-Family Residential land use, generally located 6,050 feet east of the intersection of Trainer Hale Road and FM 1518, also known as Bexar County Property Identification Numbers, 310053, 310060, 310061, and 310121, City of Schertz, Bexar County, Texas. (*Final Reading*) (*B. James/L. Wood/M. Harrison)

BACKGROUND

BACKGROUND: Twenty-eight (28) public hearing notices were mailed to the surrounding property owners within two hundred (200) feet of the subject property on November 24, 2021, with a public hearing notice published in the "San Antonio Express", on December 22, 2021, prior to the City Council public hearing. At the time of this report, staff has received nine (9) responses in favor, two (2) responses opposed and One (1) response that did not indicate if they were either in favor, opposed or neutral to the request.

Owner of approximately 166 acres, Property ID 310053: Wiederstein Trust Fund
Owner of approximately 78 acres, Property ID 310060: Valerie Hartmann & Brian Beutnagel
Owner of approximately 69 acres, Property ID 310061: Brycap Comml Properties LLC
Owner of , approximately 53 acres, Property ID 310121: Kneupper Bryson Properties LTD
Applicant: Marcus Moreno, Scott Felder Homes, LLC
Engineer: Todd Blackmon, Pape-Dawson Engineers, Inc.

GOAL

The goal is to amend the Comprehensive Land Use Plan by changing approximately 363 acres of land of the Future Land Use Map from the Agricultural Conservation and Estate Neighborhood land use designation to the new land use designation, Single-Family Residential.

COMMUNITY BENEFIT

The community benefit is to promote safe, orderly, efficient development and bring about the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

The applicant is requesting to amend the Comprehensive Land Use Plan by changing approximately 363 acres on the Future Land Use Map from the Agricultural Conversation and Estate Neighborhood land use designations to the Single-Family Residential land use designation.

The Future Land Use Map for the subject area was evaluated as part of the Sector Plan Amendment to the Comprehensive Land Use Plan, adopted by City Council on July 16, 2013. The subject properties

are currently designated under the Agricultural Conservation and Estate Neighborhood land use designations as shown in "Exhibit 2".

The Agricultural Conservation land use designation is intended to preserve much of South Schertz in a rural/agricultural state. This area is less attractive for more intense uses due to its distance from the Interstate and limited street connectivity. Some character-defining elements recommended are mainly large-lot (5 acre minimum lot size) residential, 70% open space, and agricultural uses with some agricultural related commercial uses being permitted (landscaping business, metal workshop, farmers market, convenience store, etc., with appropriate design and transition standards). The Estate Neighborhood land use designation is designed similar to the Agricultural Conservation designation, which is intended to preserve the rural character of South Schertz. This area was intended to have large residential lots, (1/2 acre min.) maintain 50% of open space, and to encourage cluster neighborhood development.

The applicant is proposing to change the Future Land Use designation of the subject properties to Single-Family Residential. This proposed future land use designation is intended to be comprised of primarily conventional detached dwellings. The proposed development will provide a mix of lot sizes, amenities, open space, and create walk ability throughout the neighborhood.

FISCAL IMPACT

None

RECOMMENDATION

The 2013 Sector Plan Amendment of the Comprehensive Land Use Plan sought to establish future development objectives that balance the traditionally rural and agricultural identity that has shaped the character of South Schertz with the opportunity for smart growth as the City continues to develop south of FM 78. The proposed development that led to the filing of this Comprehensive Land Use Plan involves the potential for varying lot sizes, amenities, walkability throughout the subdivision, and open space. The proposed subdivision does not fit within the Agricultural Conservation and Estate Neighborhood future land use designations given the required open space and density minimums required in the land use categories. Therefore, the applicant has moved forward with this proposed Comprehensive Land Use Amendment to reclassify the properties under the Single-Family Residential future land use designation.

The South Schertz area, based on recently approved Future Land Use Plan amendments (Carmel Ranch and Saddlebrook both approved in 2020) has begun to see a shift from the rural, large lot, agricultural areas to more of the traditional subdivision type development with a mixture in lot sizes, as well as open space/park, amenity centers, and creating walkable pathways for residents. Additionally, In the FY2020-2021 budget City Council approved to allocate funding for a full Comprehensive Land Use Plan Amendment. This would allow staff the opportunity to tailor the future plans for Schertz to the evolving needs and desires of our residents. The full amendment would enable City Staff to make modifications to the Future Land Use Map that are the more appropriate for each area within Schertz. As the city has seen in recent years there has been deviation from the current plan to allow for more single-family residential neighborhoods. With the previous and incoming developments they are working to keep the esthetics of southern Schertz, with creating larger lots, and incorporating a mixture of smaller lot sizes, along with vast amounts of open space and developing walkable pathways meandering through the neighborhood. The subject property, like many others in the area, having the land use designations of Agricultural Conservation and Estate Neighborhood were found to be more appropriate at the time the Schertz Sector Plan Amendment of the Comprehensive Land Use Plan was done in 2013. Staff understands that the intention of the Amendment in 2013 was to maintain the character of Southern Schertz as the rural/agricultural feel and to have larger lots with 50-70 percent

open space. However, due to the evolving needs that we are seeing and the recent Comprehensive Land Use Plan Amendments, allowing this amendment to the Single-Family Residential land use designation would allow for the mixture of lot sizes, open space/park amenities, and walkable neighborhoods that are now desired.

The upcoming Comprehensive Plan rework would allow Staff to reconcile the gaps between our future plan, the residents' desires, and current market conditions. However, this proposed Comprehensive Land Use Plan amendment for the subject tracts would allow the property owners the ability to have their property develop as desired, now, without requiring them to wait the full Comprehensive Land Use Plan amendment.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission held a public hearing on December 8, 2021, where they made a recommendation of denial to the City Council with a vote of 4-0. The Commission spoke in length regarding the traffic in South Schertz with the addition of this property being considered single-family residential land use designation, the impact it would have to surrounding properties, allowing the development to slow down in order for infrastructure to catch up, and then also debating whether or not to make a recommendation of approval to change individual parcels on the Comprehensive Land Use Plan given the upcoming full Comprehensive Land Use Plan Update.

City Council: The City Council held a public hearing on January 11, 2022, for the Sterling Grove Comprehensive Land Use Plan, where a motion was made with a 5-2 vote to approve the Comprehensive Land Use Plan Amendment.

Staff recommends approval of the proposed Comprehensive Land Use Plan Amendment to change approximately 363 acres of land from Agricultural Conservation and Estate Neighborhood land use designations to Single-Family Residential land use designation.

Attachments

Ord. No. 22-S-01
Comprehensive Plan Amendment Request Letter
Exhibit A: Property Exhibit
Exhibit B: Comprehensive Land Use Plan
Aerial Map
Public Hearing Notice Map
Public Hearing Responses

ORDINANCE NO. 22-S-01

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE COMPREHENSIVE LAND USE PLAN BY CHANGING APPROXIMATELY 363 ACRES OF THE FUTURE LAND USE MAP FROM THE AGRICULTURAL CONSERVATION AND ESTATE NEIGHBORHOOD TO THE SINGLE-FAMILY RESIDENTIAL LAND USE DESIGNATION, GENERALLY LOCATED APPROXIMATELY 6,050 FEET EAST OF THE INTERSECTION OF TRAINER HALE ROAD AND FM 1518, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 310053, 310060, 310061, AND 310121, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application to amend the Comprehensive Land Use Plan by changing approximately 363 acres of the Future Land Use Map from Agricultural Conservation and Estate Neighborhood to Single-Family Residential land use designation, also known as Bexar County Property Identification Numbers 310053, 310060, 310061 and 310121, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, a total of 28 public hearing notices were mailed out to the property owners within the two hundred (200) feet of the subject property on November 24, 2021 and a public hearing notice was published in the San Antonio Express on December 22, 2021; and

WHEREAS, the City’s Unified Development Code Section 21.4.6.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 an amendment to the Comprehensive Land Use Plan (the “Criteria”); and

WHEREAS, on December 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 Comprehensive Land Use Plan Amendment; and

WHEREAS, on January 11, 2022, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Comprehensive Land Use Plan Amendment be approved as provided for herein.

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

Section 1. The current Comprehensive Land Use Plan is hereby amended to change the Future Land Use Map of the property, as shown and more particularly described in the attached Exhibit B, from Estate Neighborhood and Agricultural Conservation land use designation to Single-Family Residential land use designation.

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

Section 8. 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 11th day of January 2022.

PASSED, APPROVED AND ADOPTED on final reading the 25th day of January 2022.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)



November 9, 2021

DELIVERED VIA EMAIL

Planning & Community Development Department
Attn: Lesa Wood
City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

RE: Sterling Grove Comprehensive Plan Amendment, Trainer Hale Road

Dear Ms. Wood,

Scott Felder Homes is excited to share with you all the proposed development of approximately 362 acres on Trainer Hale Road (the “Subject Property”) (see “Exhibit 1”). The Subject Property is located both within the City of Schertz (“City”) boundaries, as well as the City’s Extraterritorial Jurisdiction (“ETJ”). Please accept this letter as a formal request to amend the City’s future land use designation for the Subject Property to ‘Single-Family Residential’. The Subject Property is proposed to be developed as a Master Planned Community, currently branded Sterling Grove (“Project”).

The City of Schertz Comprehensive Plan currently designates the future land use of the Subject Property as Estate Neighborhood and Agricultural Conservation designation (see “Exhibit 2”). These land use designations may have been appropriate in the past, but as the City continues to grow, causing an increased demand for more housing, including more affordable and diverse housing choices. We request that the Subject Property’s current land uses designations be amended to Single-Family Residential (see “Exhibit 3”). As you are aware, the City of Schertz is currently in the process of updating the Comprehensive Land Use Plan and we believe the Subject Property is better suited for Single Family. The Single-Family Residential designation allows for the development of a community that includes amenities, walkability, access to the City’s future trail system, and a variety of housing types.

Please note that following the requested change to the Subject Property’s future land use designation, a petition for annexation and request to change the zoning to the Planned Development District (“PDD”) will be submitted. The PDD shows in greater detail the diverse and creative housing choices for future and current Schertz residents. Additionally, the master-planned community will include access to parks and amenities for all residents. Design guidelines will also be implemented to promote a cohesive style of architecture blending all phases of the Project together.

We believe the requested change in Land Use is appropriate, compatible, and beneficial for the City, and therefore ask for your support. We look forward to working with the City on the Project and are happy to discuss further any questions.

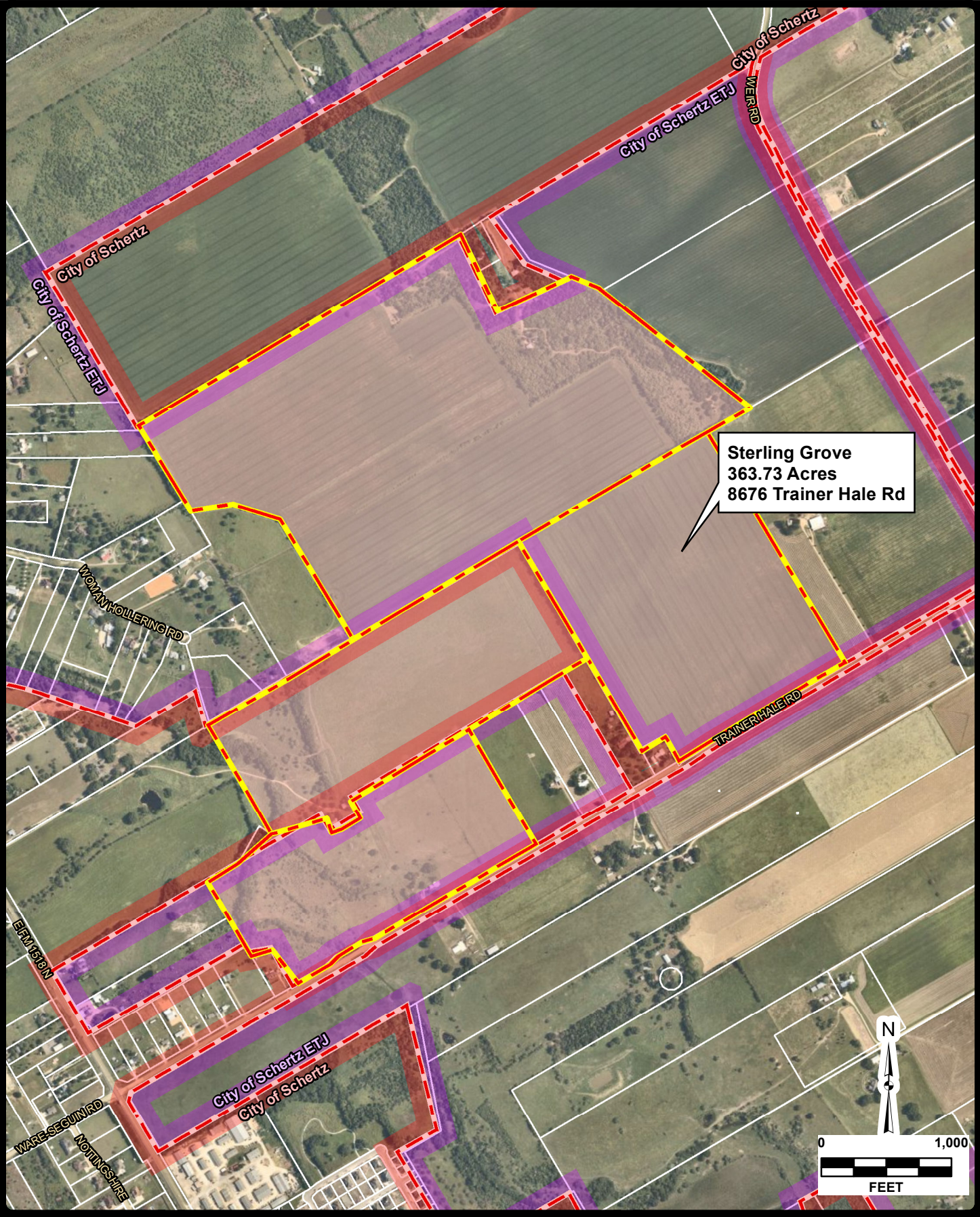
Sincerely,

Marcus Moreno

Marcus C. Moreno
Vice President
Scott Felder Homes, LLC

AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery ©2021, CAPOCOG Digital Globe, Texas Orthomography Program, USDA Farm Service Agency.

Date: Oct 20, 2021 11:42:10 AM User: S.Dunlap
File: C:\Users\S.Dunlap\Documents\Projects\2021\101_Comp\Plan_TrainerHale\Sketch\Map\101_Locate\Map_8.5x11.mxd



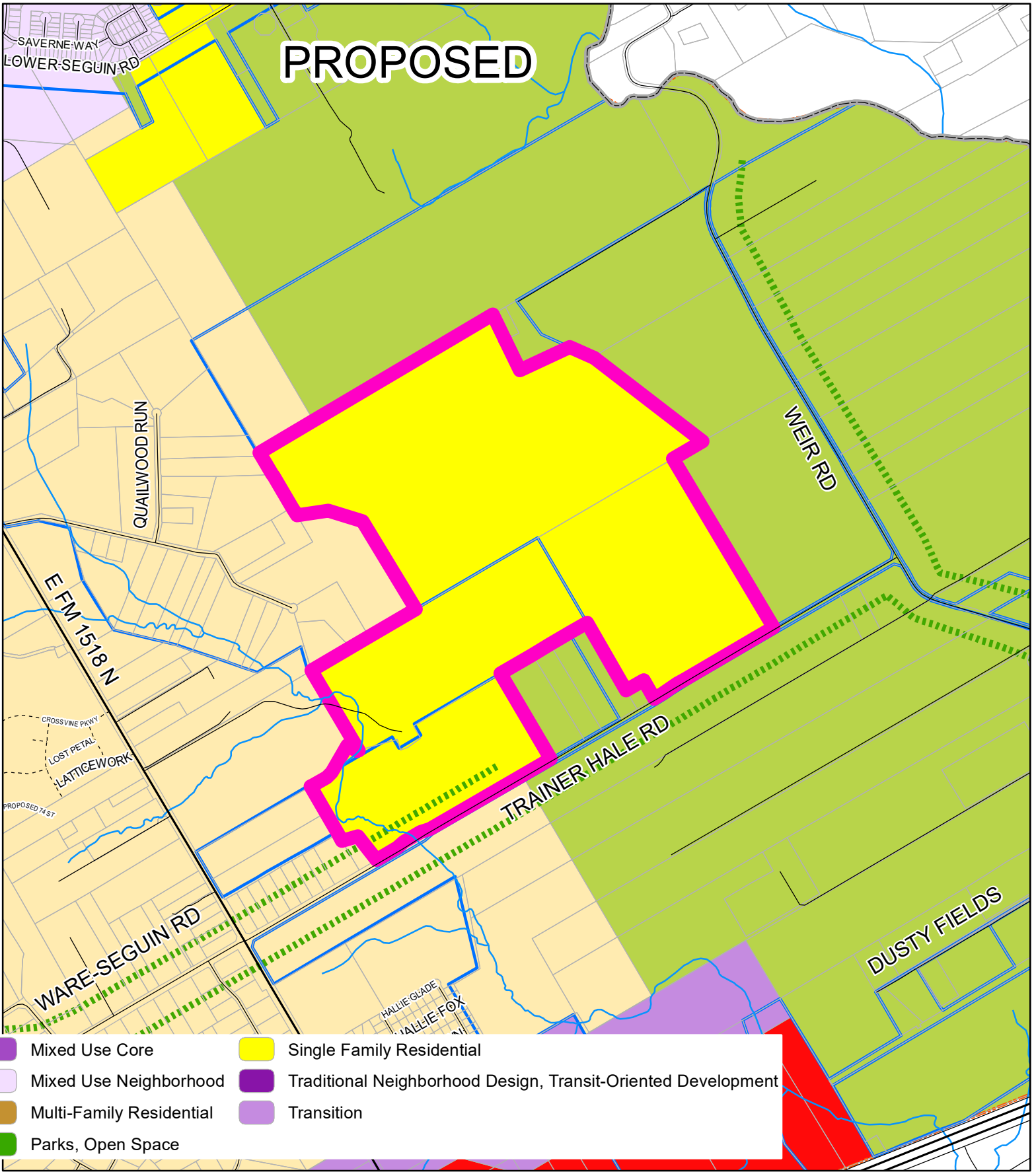
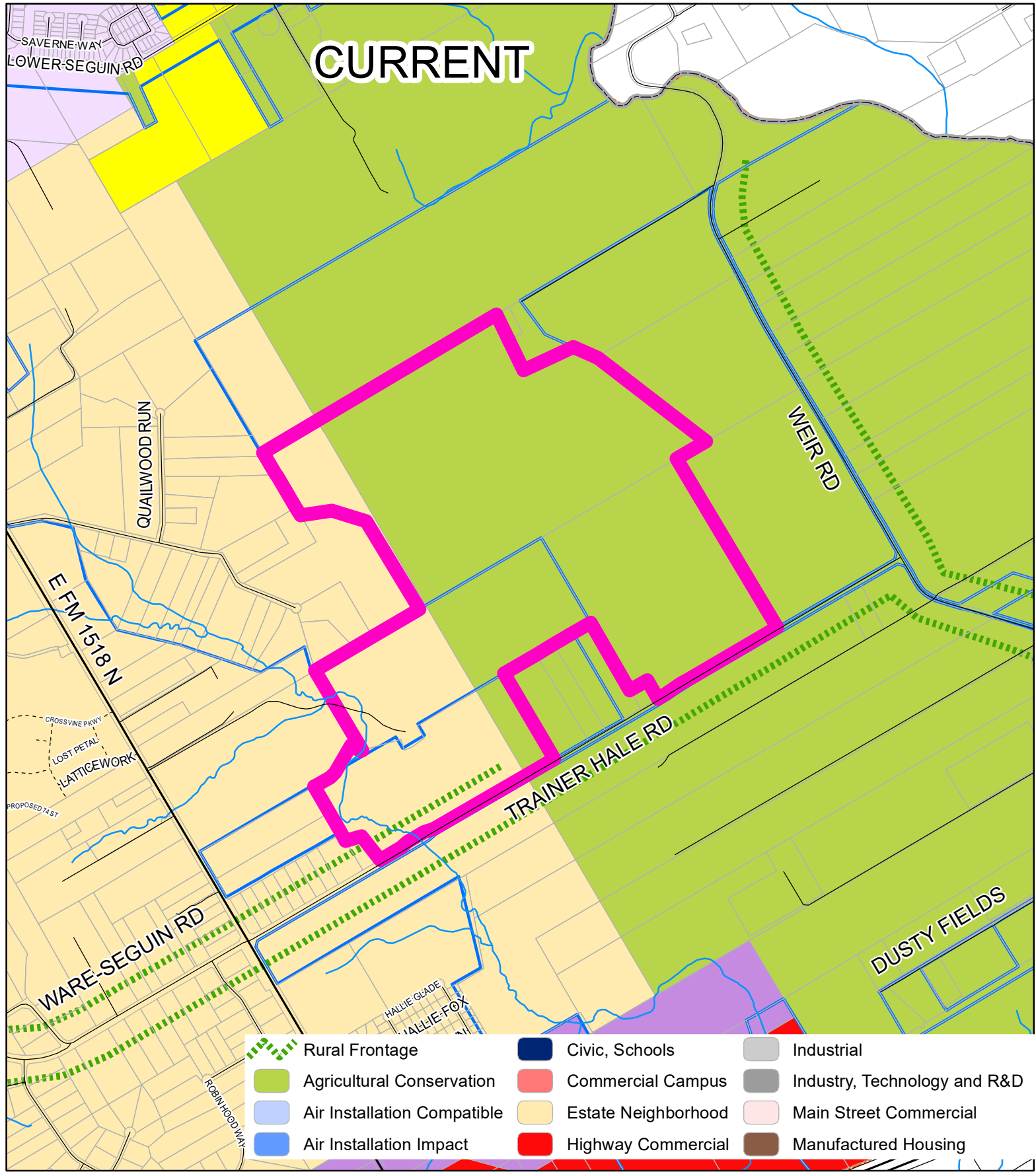
Sterling Grove
363.73 Acres
8676 Trainer Hale Rd

JOB NO.	---
DATE	Oct 2021
DESIGNER	HF
CHECKED	HF DRAWN SD
SHEET	1.0

EXHIBIT 1: LOCATION MAP
CITY OF SCHERTZ (ETJ), TEXAS

Pape-Dawson ENGINEERS

NEW BRAUNFELS | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800



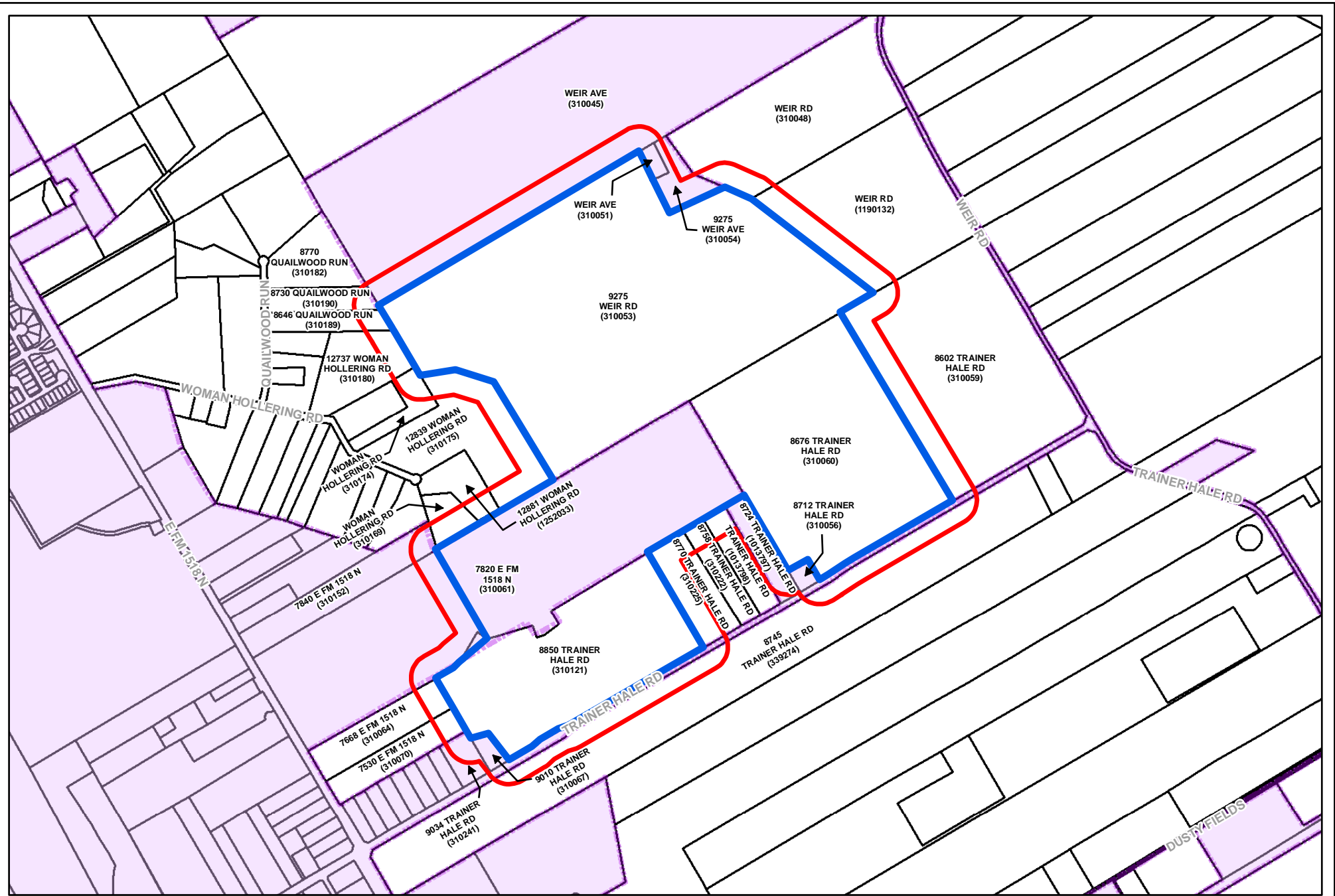
Rural Frontage	Civic, Schools	Industrial	Mixed Use Core	Single Family Residential
Agricultural Conservation	Commercial Campus	Industry, Technology and R&D	Mixed Use Neighborhood	Traditional Neighborhood Design, Transit-Oriented Development
Air Installation Compatible	Estate Neighborhood	Main Street Commercial	Multi-Family Residential	Transition
Air Installation Impact	Highway Commercial	Manufactured Housing	Parks, Open Space	

The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time.



Bexar County

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

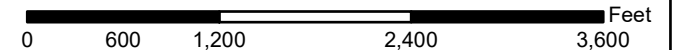


City of Schertz

Sterling Grove

Trainer Hale Rd

- Parcel Boundaries
- Schertz City Boundary
- 200' Buffer



I am: in favor of opposed to neutral to the request for ZC2021-016

COMMENTS: _____

NAME: Phil SWEET SIGNATURE Phil Sweet
(PLEASE PRINT)

STREET ADDRESS: 12870 WOMAN HOLLERING RD

DATE: 12-1-21

I am: in favor of opposed to neutral to the request for ZC2021-016

COMMENTS: _____

NAME: JAMES BARR / SHARON BARR SIGNATURE James Barr / Sharon Barr
(PLEASE PRINT)

STREET ADDRESS: 8758 TRAINER HALE RD. SCHERTZ, TX 78154

DATE: 12-8-21

Reply Form

I am: in favor of opposed to neutral to the request for ZC2021-016

COMMENTS: _____

NAME: GERALD W. VERA SIGNATURE Gerald W. Vera
(PLEASE PRINT)

STREET ADDRESS: 8770 TRAINER HALE RD. SCHERTZ, TEXAS 78154

DATE: 12/01/2021

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2021-016**

COMMENTS: owner of 310060

NAME: Valerie Hartmann SIGNATURE: Valerie Hartmann
(PLEASE PRINT)

STREET ADDRESS: 621 Bentmeyer Seguin, Texas 78155

DATE: 11/30/21



Reply Form

I am: in favor of opposed to neutral to the request for ZC2021-016

COMMENTS: For property at 4291 Weir Rd

NAME: _____ SIGNATURE Melvin A Krueger
(PLEASE PRINT)

STREET ADDRESS: _____

MELVIN A KRUEGER
334 PRIVATE ROAD-5936
YANTIS TX 75497-3721

DATE: 12/1/2021

Reply Form

I am: in favor of opposed to neutral to the request for ZC2021-016

COMMENTS: owner of 310060

NAME: Brian Bentnegel SIGNATURE Brian Bentnegel
(PLEASE PRINT)

STREET ADDRESS: 307 W. Wetz, Marion TX 78124

DATE: 11/30/2021

Reply Form

I am: in favor of opposed to neutral to the request for ZC2021-016

COMMENTS: I am in favor + support this action on behalf of Betty Jean Wiederstein.

NAME: Rebecca Robertson SIGNATURE Rebecca Robertson
(PLEASE PRINT) (Executor)

STREET ADDRESS: 9275 Weir Road, Schertz, TX 78108

DATE: 29 Nov 2021

1400 Schertz Parkway * Schertz, Texas 78154 * 210.619.1000 * schertz.com

Reply Form

I am: in favor of opposed to neutral to the request for ZC2021-016

COMMENTS: I am in favor + support this action on behalf of the ^{Wiederstein Trust} ~~Joy~~ ^{Fund, copy} Wiederstein

NAME: Rebecca Robertson SIGNATURE Rebecca Robertson
(PLEASE PRINT) (Executor)

STREET ADDRESS: 9275 Weir Road, Schertz TX 78108

DATE: 29 Nov 21

1400 Schertz Parkway * Schertz, Texas 78154 * 210.619.1000 * schertz.com



PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

November 24, 2021

To whom it may concern,

The Schertz Planning and Zoning Commission will conduct a public hearing on Wednesday, December 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:

ZC2021-016 A request to amend the Comprehensive Land Use Plan by changing approximately 363 acres of the Future Land Use Map from Agricultural Conservation and Estate Neighborhood land use designations to the Single-Family Residential land use designation, generally located 6,050 feet east from the intersection of Trainer Hale Road and FM 1518 also known as Bexar County Property Identification Numbers, 310053, 310060, 310061 and 310121, 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 Megan Harrison, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail mharrison@schertz.com. If you have any questions please feel free to call Megan Harrison, Planner directly at (210) 619-1781.

Sincerely,

[Handwritten signature]

Megan Harrison
Planner

Reply Form

I am: in favor of [checked] opposed to [] neutral to [] the request for ZC2021-016

COMMENTS: Part owner of the wiederstein Trust property

NAME: Vickie McDaniel
(PLEASE PRINT)

SIGNATURE

DocuSigned by: Vickie McDaniel
D26C98EEED0B440...

STREET ADDRESS: 627 Gebhardt Rd. Sealy, TX 77474

DATE: 12/6/2021



PLANNING & COMMUNITY DEVELOPMENT

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Sincerely,

Megan Harrison
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2021-016**

COMMENTS: _____

NAME: David Wiederstein SIGNATURE David Wiederstein
(PLEASE PRINT) DocuSigned by: B2592FEB9F154B5...

STREET ADDRESS: 3616 Rakowitz Adkins, TX 78101

DATE: 12/6/2021



PLANNING & COMMUNITY DEVELOPMENT

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Sincerely,

Megan Harrison
Planner

Reply Form

I am: in favor of opposed to neutral to the request for **ZC2021-016**

I am part owner of the wiederstein Trust Property at 9275 Weir Rd.

COMMENTS: _____

NAME: Diane Hunter
(PLEASE PRINT)

SIGNATURE

DocuSigned by:
Diane Hunter
B006832BD163462...

STREET ADDRESS: 1414 Santa Anna Seguin, TX 78155

DATE: 12/6/2021

CITY COUNCIL MEMORANDUM

City Council Meeting: January 25, 2022
Department: City Secretary
Subject: Appointment of the Mayor Pro Tem - Discussion and consideration and/or action regarding the confirmation, appointment or election of the Mayor Pro-Tem. (Mayor/Council)

BACKGROUND

On August 28, 2018 City Council amending their Rules of Conduct and Procedure (Ordinance 18-M-30) regarding the appointment of the Mayor Pro Tem. Below is the amended article: Article 5 Section 5.1 Appointment Procedure for the Mayor Pro Tem.

- a. The Council will discuss, and with a majority vote, appoint the Councilmember to serve as the Mayor Pro Tem for the City.
- b. The appointed Mayor Pro Tem must be a Councilmember and must meet the qualifications of Section 4.02 of the City Charter. In addition, to be appointed to the position of Mayor Pro Tem, a Councilmember must be an elected member of Council and a member in good standing.
- c. Term dates for the Mayor Pro Tem position will begin in February and August of each year (the election dates offset by three (3) months). Terms will sequentially rotate according to Councilmember place.
- d. If the Councilmember place that is up for appointment as Mayor Pro Tem is vacant or is held by a Councilmember who is not qualified to serve as Mayor Pro Tem, the Mayor Pro Tem appointment will go to the next qualified Councilmember.
- e. The position will have a term of office of six (6) months.
- f. The appointed Mayor Pro Tem may be removed by Council by a two-thirds (2/3) majority vote of the members of Council at any time during his or her term.
- g. Council reserves the right to alter this procedure at any time by resolution or rule.

City Charter Section.

Section 4.02 Qualifications.

The Mayor and each Councilmember must have attained the age of eighteen or older on the first day of the term of office applied for, be a registered voter of the City of Schertz, and have been a resident of the City for at least twelve consecutive months immediately preceding the deadline for filing for an application for a place on the ballot.

Section 4.05 Mayor and Mayor Pro-Tem.

The Mayor shall be the official head of the City government. He or she shall be the chairman and shall

preside at all meetings of the City Council. The Mayor may vote only in the event of a tie. He or she shall, unless another signatory is otherwise designated by the City Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bonds. He or she shall appoint special committees as instructed by City Council, with committee membership to be composed of nominees by the City Council. He or she shall perform such other duties consistent with this Charter or as may be imposed upon him or her by City Council. The Mayor shall not have veto powers.

The Mayor Pro-Tem shall be a Councilmember appointed by the City Council for a term and pursuant to procedures established by the City Council from time to time. The Mayor Pro- Tem shall act as Mayor during the absence or disability of the Mayor and in this capacity shall have the rights conferred upon the Mayor. While acting as Mayor, the Mayor Pro-Tem may vote on any matter before the City Council.

RECOMMENDATION

Council will discuss and consider the appointment of the next Mayor Pro-Tem regarding the above qualification. Next in line to serve is Councilmember David Scagliola. Mr. Scagliola will be sworn in at the February 1, 2022 meeting and will serve until August 2, 2022.

CITY COUNCIL MEMORANDUM

City Council Meeting: January 25, 2022
Department: Engineering
Subject: Monthly Update - on Major Projects in progress/CIP. (B. James/K. Woodlee)

Attachments

January 2022 Major Project Update

CITY COUNCIL MEMORANDUM

City Council Meeting: January 25, 2022
Department: City Manager
Subject: Update on Major Projects in Progress

Background

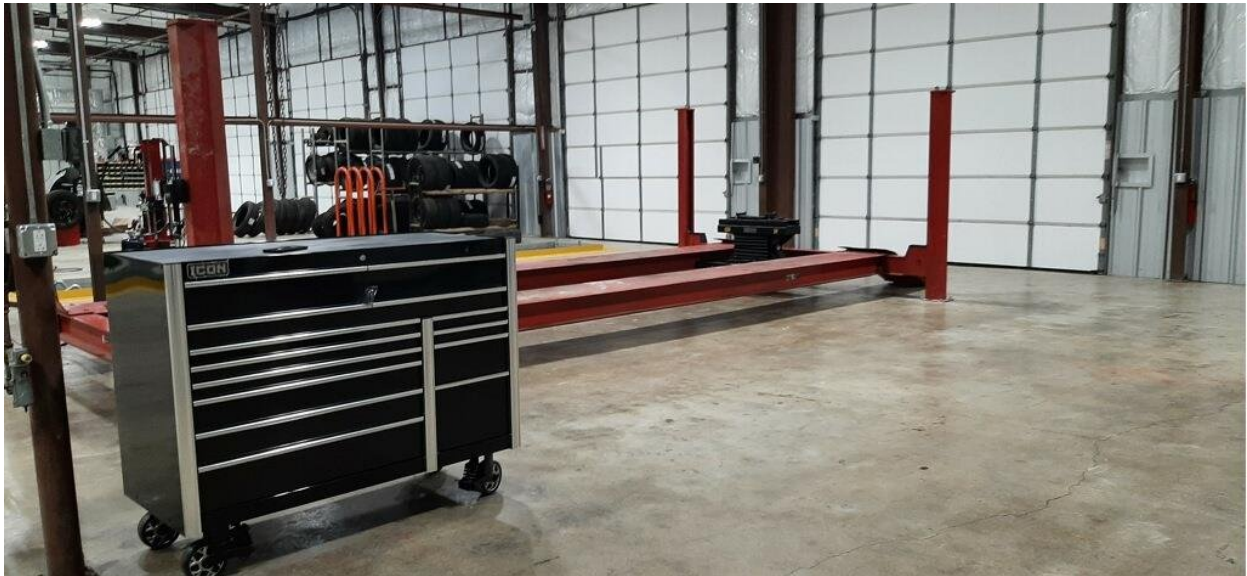
This is the monthly update on large projects that are in progress or in the planning process. This update is being provided so Council will be up-to-date on the progress of these large projects. If Council desires more information on any project or on projects not on this list, please reach out to staff and that information will be provided.

Facilities Projects:

1. 27 Commercial Place Renovation

- Project Status: Closeout Phase
- Construction Start: June 2021
- Estimated Completion: September 2021
- Cost of Construction: \$1,372,794
- Project Update: The contractor has completed all of the punch list items and the new equipment has been installed. Fleet operations have been taking place in 27 Commercial Place since the middle of November. An open house was held on December 7th to formally open the facility. Staff is working on closing out the project now.





2. Animal Adoption Center HVAC Replacement Project

- Project Status: Construction Phase
- Construction Start: October 2021
- Estimated Completion: Winter 2022
- Cost of Construction: \$700,000
- Project Update: Team Mechanical has installed all the new duct work and HVAC equipment. The drop ceiling is being reinstalled. Equipment startup is expected to take place in late January with project completion to follow in February.

3. Civic Center HVAC Replacement Project

- Project Status: Design Phase and Procurement Phase
- Consultant: M&S Engineering
- Projected Completion: Spring 2022
- Design Cost: \$93,500 (NTE)
- Project Update: M&S Engineering continues to work on the design and expect to have it complete in February. Due to the tight project timeframe, staff is bringing a resolution to Council on January 25th to award the equipment purchase for the project to Sullivan Contracting so equipment procurement can begin while design is being completed. A second resolution will be presented to Council in February for the full construction cost. The goal is to complete the project prior to the cooling season beginning in 2022.

4. Borgfeld Facility Renovation Project

- Project Status: Scope Development Phase
- Projected Completion: Spring 2022
- Project Update: Project will consist of renovating approximately 1600 SF of office space. This will be primarily done in house by the Facilities Team.

5. Civic Center Flooring Project

- Project Status: Complete
- Project Completion: January 2022

- Estimated Cost: \$50,000
- Project Update: Flooring has been installed and trim replaced. New floor electrical boxes have been installed.
- Contractor is returning to take care of minor punch list items

6. Animal Adoption Center Fence Project

- Project Status: In progress
- Project Completion: January, 2022
- Estimated Cost: \$40,000
- Project Update: Fence installation is complete. Gate has been installed and power has been run to the gate motor location.
- Waiting on the installation of the gate motor.

Drainage Projects:

1. Savannah Square Detention Basin, Sycamore Creek at Westchester Drive, and Dietz Creek at Arroyo Verde (2020 Silt Removal Projects)

- Project Status: Construction Phase
- Consultant: Ford Engineering
- Construction Start: July 26, 2021
- Cost of Construction: \$291,627.47 (NTE \$320,000)
- Project Update: Myers Concrete Construction has completed 95% of the work to complete these three projects. The City is waiting on vegetation to be fully stabilized prior to scheduling a final walk-through during the month of February. Pictured below is Sycamore Creek.



Water and Wastewater Projects:

1. FM 1103 Sewer Extension Project

- Project Status: Project Closeout
- Construction Start: May 2021
- Construction Completion: Summer 2021
- Cost of Construction: \$74,235.00 (NTE: \$81,659.00)

- Project Update: M&C Fonseca Construction has completed the re-vegetation requirement per the contract, so the project will be closed out.

2. Woman Hollering Creek Wastewater Interceptor Main and Lift Station


- Project Status: Construction
- Construction Contractor: Thalle Construction Co., Inc.
- Construction Management: AG|CM
- Design Engineer: Cobb, Fendley & Associates, Inc.
- Estimated Construction Start: Winter 2021/2022
- Estimated Cost of Construction (including construction and ancillary contracts): \$12 million
- Project Update: Notice to proceed on the 365-day contract was issued on January 11, 2022. Contractor material submittals are being submitted and reviewed. City staff met with CPS in mid-January to establish route for electric power to be extended to the lift station site on IH 10.

3. 24 Dedicated Transmission Main Phase II

Overall project intent is the construction of a 24" dedicated water transmission main to connect the Live Oak water storage facility to the IH 35 storage tank. Phase 1 (route study, land acquisition coordination) was completed in March 2021.

- Project Status: Design Phase
- Consultant: Kimley-Horn & Associates
- Design Project Start Date: June 1, 2021
- Project Completion Date: Winter 2022
- Project Cost (Phase 2 Design): \$1,508,875.50
- Project Update: The preliminary plans, project specifications, and cost estimate were received in November 2021 and are finalized to incorporate comments provided by City staff. The City of Schertz met with the City of Cibolo January 12, 2022 to discuss impacts of the water main route on tree removal. Hydraulic modeling of the City's water system indicates that dedicated transmission main size performs better as an 18" or 24" main. Based on discussion with City staff and City management, the 100% design phase will include a 24-inch dedicated transmission main. The Public Works Department have been assisting the project team by uncovering existing water mains to confirm the depth and location of route crossings. The route of the Dedicated Transmission Main is provided on the CIP Map.

Street and Sidewalk Projects Water and Wastewater Projects Drainage Projects Completed Projects



16-Inch Dedicated Line

The City is working with Kimley-Horn Engineering to plan the installation of a 16-inch dedicated transmission main to connect the Live Oak Tank to the IH-35 Tank at Holly Lane. Alignment 1 (red line on the map) has been selected as the preferred route and is the basis for current plans.

Update: Field work for environmental investigations near the Chevron Pipeline crossing, topographic and tree surveying, and geotechnical borings are ongoing during this preliminary design phase.

4. Riata Lift Station Relocation (Design Phase)

Overall project intent is to relocate the Riata Lift Station ahead of TxDOT's IH-35 NEX Project to remove it from conflict with the proposed improvements. The design phase will identify a new site for the lift station, design the new lift station, and design the abandonment of the existing lift station.

- Project Status: Design Phase
- Consultant: Utility Engineering Group, PLLC (UEG)
- Design Project Start Date: August 2020
- Expected Design Project Completion Date: Summer 2021
- Total Project Cost: \$129,795 (NTE \$143,000)
- Project Update: No change from last update. UEG is working on the property/easement acquisition for the site and sewer mains. Property owner is asking for minor site revisions to limit easement and buffer zones

5. Aviation Heights Water Main Construction Phases 5, 6, and 7 (Construction Phase)

Overall project intent is the construction of an 8" water main within the Aviation Heights area along Aero Avenue, Brooks Avenue, Winburn Avenue, Mitchell Avenue, and Aviation Avenue.

- Project Status: Construction Phase
- Consultant: Ford Engineering
- Project Start Date: October 18, 2021
- Expected Project Completion Date: January 24, 2023
- Total Project Cost: \$1,785,484.25
- Project Update: Work continues by MC Fonseca to place the 8" water main along Brooks Avenue including temporary backfill and cold-mix asphalt. The water line on Aero Avenue and Winburn Avenue has been installed, tested, and is in service. The Contractor is working on obtaining rights-of-entry and temporary construction easements on private property where the new water meter will connect to water services near each home, as required. Aero Avenue pavement is anticipated to be

complete by the end of January, with work continuing on Brookes Avenue and Winburn Avenue until this phase is complete. Residents continue to reach out to City staff to answer questions about the status of the project, disturbance on private property, and water main shut-downs. City staff is preparing an informational flyer to send out to all affected property owners.

6. Crest Oak Wastewater Upsize

Overall project intent is to upsize the existing 10” sewer main which extends approximately 2,600 linear feet north of Crest Oak.

- Project Status: Scoping phase
- Consultant: None
- Project Start Date: To Be Determined
- Project Completion Date: To Be Determined
- Total Project Cost: Approximately \$700,000
- Project Update: No change from last update. Based on the information provided in the technical memo provided by Kimley-Horn, pipe bursting can likely be utilized to upgrade the existing 10” sanitary sewer main to a 15” sanitary sewer main. Public Works is obtaining cost information to budget pipe bursting of this sanitary sewer line.

7. FM 1518 Utility Relocations

Overall project intent is to relocate the water and sewer utilities to avoid conflicts as part of the TXDOT FM 1518 Project. The current contract is for the design services of the project.

- Project Status: Design Phase
- Consultant: Halff Associates
- Design Project Start Date: June 2021
- Expected Design Project Completion Date: September 2022
- Total Project Cost: \$548,370 (NTE \$600,000)
- Project Update: No change from last update. Halff has addressed TXDOT’s comments to the 90% plan set. Alignment options are being discussed along Aztec Lane to limit necessary easement acquisition.

8. Corbett Ground Storage Tank

Overall project intent is the construction of a 3.0 Million Gallon ground storage tank for filling the Corbett Elevated Storage Tank, the East Live Oak Elevated Storage Tank, plus additional storage.

- Project Status: Design Phase
- Consultant: Ford Engineering
- Design Project Start Date: June 7, 2021
- Expected Project Completion Date: May 2022
- Total Project Cost: \$466,265.00
- Project Update: No change from last report. Design work is ongoing for the ground storage tank and pump station. Preliminary Design was received on December 9, 2021, including plans and supporting documents to identify potential design, construction, or operational problems and provide appropriate resolutions. City staff

has been working to review these plans, but with staff shortages throughout several departments, comments have not been provided to the design team.

Street Projects:

1. 2018 Street Preservation and Maintenance Reconstruction Project

- Project Status: Substantially Complete
- Construction Start: January 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$1,501,199
- Project Update: The Schertz Parkway work is fully complete. A vehicle caused some surface damage to the pavement at the Mesa Verde intersection. Staff is working to get the damage repaired.

2. 2018 Street Preservation and Maintenance Resurfacing Project

- Project Status: Under Construction
- Construction Start: March 2020
- Construction Completion: Summer 2020
- Cost of Construction: \$791,174.34
- Project Update: Council approved the construction contract on December 7th. The fog seal is expected to be applied in the spring when we have favorable weather.

3. Elbel Road Storm Drain and Paving

- Project Status: Design
- Consultant: Ford Engineering
- Project Start Date: October 4, 2021
- Project Completion Date: Spring 2022
- Total Project Cost: \$1,964,000
- Project Update: The project has been mostly completed. The traffic signal installation at Westchester will start in the near future. The traffic signal work and some other, minor work items will not have large impacts to traffic on Elbel. There will be some short duration, short distance single lane closures in the future as these work items are completed.

4. 2020 Street Preservation and Maintenance (Resurfacing) Project

- Project Status: Under Construction
- Consultant: Kimley-Horn & Associates
- Project Start Date: November 15, 2021
- Project Completion Date: Spring 2022
- Estimated Cost of Construction: \$2,153,000
- Project Update: The concrete prep work has been completed. The contractor is working on base repairs and other asphalt prep work in the Northcliffe area now. Once the Northcliffe work is complete, they will move into the Oak Trail Estates area. Once Oak Trail Estates is complete, they will work through the remaining areas in the following order: Ashley Place and Savannah Square; Dove Meadows and Silvertree; and north of Aviation Heights. The contractor's intent is to finish

one are before moving into the next. The slurry seal application is not expected until we have more favorable weather in the Spring.

5. Tri-County Parkway Reconstruction Project

- Project Status: Construction
- Consultant: Halff Associates
- Construction Start: Spring 2022
- Estimated Cost of Construction: \$4,900,000
- Project Update: Council awarded the construction contract on December 7th. The contract documents have been fully executed and Staff is working with the contractor to get a construction schedule and a pre-construction meeting scheduled. The contractor is working on a firm pipe delivery time from their pipe supplier so we can identify a planned project start date. Staff is working with EDC to get another notification effort underway and to develop a new project video to put on the EDC's project webpage to inform everyone about the anticipated project start.

6. Pedestrian Routes and Bike Lanes Project

- Project Status: Under Construction
- Construction Start: Spring 2021
- Construction Management: AG|CM
- Estimated Cost of Construction: \$1.3 million
- Project Update: The work has been completed on Live Oak and the pathway repairs have also been completed. Most of the bike lane striping is expected to be completed by January 21st, weather permitting. Staff is in the process of developing the punch list for the project.

7. Main Street Improvements Project

- Project Status: Design
- Consultant: Kimley-Horn Associates
- Project Update: The field survey work and geotechnical investigation have been completed. An initial project meeting was held with the Main Street Committee to get direction on the planned architectural features and improvements. The consultant is using this information to help refine their options and design. An initial utility coordination meeting was held on January 10th with GVEC to discuss the project and options for relocating the existing power lines. GVEC is working on cost estimates and options for relocating the power lines. A separate utility coordination meeting will be scheduled with GVEC and other utilities to further discuss utility relocations for the planned project.

8. Eckhardt Road Maintenance Project

The City is partnering with Guadalupe County to have some heavy maintenance performed on the section of Eckhardt Road from the entrance to the Parklands Subdivision past the intersection with Green Valley Road. The City is purchasing materials and Guadalupe County is providing labor and equipment to perform a more complete maintenance effort than continuing to address individual potholes as they appear. The road will be resurfaced with a chip seal treatment (appropriate for long, straight sections of roadway such as Eckhardt). The project is currently on the County's schedule for March-April 2022.

TxDOT Roadway Projects:

- 1. FM 1103 Improvement Project:** The FM 1103 project has been delayed due to some ongoing utility work and a proposed change in a retaining wall design. TxDOT is currently expecting a start date in February 2022, but that continues to be subject to change.
- 2. FM 1518 Improvement Project:** TxDOT is in the Plans, Specs, and Estimates (PS&E) stage of the project. At this time, the design consultant for TxDOT has prepared 90% construction plans and is working toward 95% completion. The project was scheduled to be let for construction in September 2022 but that date has shifted and is now planned for January 2023. Some utilities are delayed in efforts to relocate due to manpower and material issues. There is also an environmental issue on the JBSA Randolph property needed for right of way that has only recently come to light that must be investigated by TxDOT. Any updated letting schedule will be shared as it is received by Staff.
- 3. I-35 Operational Improvements Project (FM 2252 to Schwab Road):** The contractor continues slow progress on the project. Work continues on project elements outside the travel lanes and on the VIA Park & Ride facilities. Mainlane paving with porous friction course (PFC) asphalt has stopped due to cold night weather. It is expected to resume in late March or April 2022 once low nighttime temperatures are above 70 degrees. Completion of the project is now expected in late spring 2022.
- 4. I-35 NEX (I-410 South to FM 1103):** A design-build contract for the central segment of the I-35 Northeast Expansion project has been awarded to Alamo NEX Construction. The central section runs from 410 N to FM 3009 is fully funded. Significant construction is expected to begin in spring 2022.
- 5. IH-10 Graytown Road to Guadalupe County Line:** Construction of this \$157 million project to expand IH 10 underway. Traffic controls have been placed and work has begun on the transition of the access roads from two-way to one-way. Grading for the widening of the main lanes has also begun and utility relocations are underway. (No City of Schertz utilities need to be relocated for this project.) Ramp and lane closures take place as necessary and occasionally include full closure of the main lanes for work such as bridge demolitions. The westbound frontage road bridge over Cibolo Creek has been reopened. The Trainer Hale Road overpass was demolished and columns for the replacement bridge have been poured.

Studies and Plans:

- 1. Water and Wastewater Master Plan Update and Impact Fee Study**
 - Project Status: Study
 - Consultant: Lockwood, Andrews, and Newnam, Inc.
 - Project Start Date: December 2019
 - Project Completion Date: TBD 2022
 - Total Project Cost: \$467,280 (NTE \$500,000)
 - Project Update: No change from last update. Comments on the Land Use Technical Memo have been provided to consultant. LAN continues to work on completion of

utility models. Once land use assumptions are approved, future conditions will be input to the models for development of the Capital Improvement Plan for the Impact Fee update.

2. Stormwater Control Inventory and City Operations Assessment

The work of this project is an action included in the City's Stormwater Management Plan (Plan). The Plan is the blueprint of activities needed to comply with the City's Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) General Permit required by virtue of the City's classification as Municipal Separate Storm Sewer System (MS4).

This project specifically consists of development of an inventory of City facility stormwater controls and an assessment of city operations as related to stormwater control and quality.

- Project Status: Study
- Consultant: Utility Engineering Group, PLLC
- Project Start Date: July 2020
- Project Completion Date: Winter 2021
- Total Project Cost: \$35,000
- Project Update: No change from last project update. Consultant and City staff have visited City sites for information collection. Consultant has submitted a final draft from the compiled information and Inventory Assessment is under review by staff.

Planning and Community Development Projects:

1. CityView Permitting and Development Software

The CityView software is currently configured by the CityView implementation team for testing. City Staff continues the process of validating and testing the software which project for completion on January 24, 2022. Validation involves testing the software from both sides – what customers will see and what City Staff will see once the system is complete and operational. Staff training and Go-live is scheduled for April 2022.

- Total Project Cost: \$523,766.00
- Project Start Date: June 2018
- Project Completion Date: February 2022