



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
May 20, 2025**

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

CITY OF SCHERTZ CORE VALUES
Do the right thing
Do the best you can
Treat others the way you want to be treated
Work cooperatively as a team

**AGENDA
TUESDAY, MAY 20, 2025 at 6:00 p.m.**

Call to Order

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

Proclamations

- **National Public Works Week - May 18-24, 2025 (Councilmember Watson)**
- **National Emergency Medical Services (EMS) Week - May 18-24, 2025
(Councilmember Westbrook)**

City Events and Announcements

- **Announcements of upcoming City Events (B. James/S. Gonzalez)**
- **Announcements and recognitions by the City Manager (S. Williams)**
- **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.

All handouts and/or USB devices must be submitted to the City Secretary no later than noon on the Monday preceding the meeting. Handouts will be provided to each Councilmember prior to the start of the meeting by the City Secretary. All USB devices will be vetted by City IT staff to ensure City property is protected from malware.

Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.

Consent Agenda Items

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

1. **Minutes** – Approval of the minutes from the City Council Workshop Meeting on May 6, 2025, and the City Council Meeting on May 6, 2025 (S.Edmondson/S.Courney)
2. **Appointments, Re-appointments, and Resignations - City of Schertz Boards, Commissions and Committees**

Appointments

- Sharon Denson-Economic Development Corporation

Resignations:

- Dana Eldridge-Schertz Housing Authority (effective June 1, 2025)
- Justin Murray- Cibolo Valley Local Government Corporation (CVLGC)

3. **Resolution 25-R-058** - Authorizing a contract with Magic in the Sky, LLC to perform firework shows at July 4th Jubilee (S.Gonzalez/L.Shrum)
4. **Resolution 25-R-060** - Authorizing a contract with The Urban Foresters for on-call tree trimming services (S.Gonzales/L.Shrum/J.Montney)

5. **Resolution 25-R-054** - Authorizing an increase in expenditures with GenServe Inc. for preventative maintenance and on-call generator services (B.James/D.Hardin/C.Hernandez)
6. **Resolution 25-R-061**- Authorizing an application for the FY 2026 Motor Vehicle Crime Prevention Authority Grant (J.Lowery/ P.Waller)

Discussion and Action Items

7. **Resolution 25-R-059** - Approval and Presentation of the 2025 Recipient of the Hal Baldwin Scholarship (S.Williams/S.Gonzalez) *Presentation to follow approval*

Workshop

8. Workshop on 12th Flying Training Wing Bird/Wildlife Aircraft Strike Hazard Program. (S.Williams/B.James)

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

- 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
- City and Community Events attended and to be attended (Council)

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, 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 14TH DAY OF MAY 2025 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 _____, 2025.

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

| | |
|--|---|
| Mayor Gutierrez Member Audit Committee Investment Advisory Committee Main Street Committee Liaison Board of Adjustments Senior Center Advisory Board-Alternate | Councilmember Davis– Place 1 Member Interview Committee Main Street Committee - Chair TIRZ II Board Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board |
| Councilmember Watson-Place 2 Member Audit Committee Liaison Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government Corporation-Ex-Officio | Councilmember Macaluso – Place 3 Member Interview Committee Hal Baldwin Scholarship Committee Liaison TIRZ II Board Animal Services Advisory Committee |
| Councilmember Guerrero–Place 4 Member Hal Baldwin Scholarship Committee Investment Advisory Committee Liaison Schertz Historical Preservation Society | Councilmember Westbrook – Place 5 Liaison Schertz-Seguin Local Government Corporation (SSLGC) Planning and Zoning Commission Schertz Historical Preservation Society Cibolo Valley Local Government Corporation (CVLGC)-Alternate |
| Councilmember Heyward – Place 6 Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee | Councilmember Brown – Place 7 Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC) Liaison |

Liaison
Building and Standards Commission
Economic Development Corporation -
Alternate
Senior Center Advisory Board

Economic Development Corporation

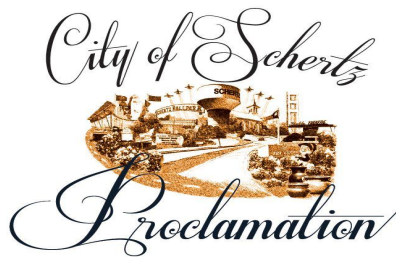
CITY COUNCIL MEMORANDUM

City Council Meeting: May 20, 2025
Department: City Secretary
Subject: Proclamations

- **National Public Works Week - May 18-24, 2025 (Councilmember Watson)**
- **National Emergency Medical Services (EMS) Week - May 18-24, 2025 (Councilmember Westbrook)**

Attachments

Public Works Proclamation 2025
EMS Proclamation 2025



National Public Works Week Proclamation

May 18-24, 2025

“People, Purpose, Presence”

WHEREAS, Public Works Professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Schertz, Texas; and

WHEREAS, the Schertz Public Works Department consists of three divisions: Streets, Drainage, and Water/Wastewater. There are 46 employees in the Public Works Department. Streets has 12 employees, Drainage Division has 8 employees, Water/ Wastewater-Division has 20 employees, Sign Shop/Traffic Control has 2 and the Administrative and Support Staff has 4 employees; and

WHEREAS, each division is responsible for servicing and maintaining different areas of the City and its infrastructure. Drainage is responsible for floodways, floodplains and public rights-of-way. Streets is responsible for City streets, sidewalks, curbs, signage, traffic control and traffic safety. Water/Wastewater is responsible for the City's water distribution and wastewater collection systems; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, Public Works is a First Responder department and is on call 24/7. The Department responds to a wide variety of emergency calls ranging from infrastructure problems such as traffic signal outage and water main breaks to extreme weather events with downed trees or flooded roadways. The department also provides emergency assistance to other City departments such as PD and Fire when needed; and

WHEREAS, Schertz Public Works serves the entire City, covering roughly 32.2 square miles. Within the City, the department maintains approximately 220 Acres of drainage ditches, 180 miles of roadway, 250 miles of water main and 137 miles of sewer main; and

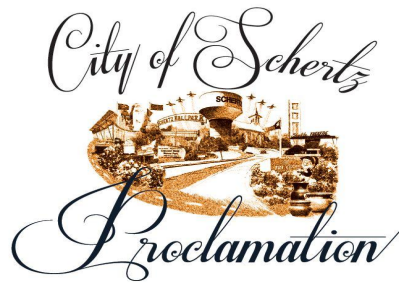
WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association, who have chosen as the theme “People, Purpose, Presence”; and

NOW, THEREFORE, BE IT RESOLVED, I, Ralph Gutierrez, Mayor of the City of Schertz, Texas, do hereby designate **the week May 18-24, 2025 as National Public Works Week**

and I urge all citizens to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Schertz, Texas to be affixed on this 6th day of May 2025.

Ralph Gutierrez, Mayor



NATIONAL EMS WEEK MAY 18th-24th, 2025

“We Care. For Everyone”

WHEREAS, the 2025 EMS Week theme: “**We Care. For Everyone.**” is to highlight the commitment of EMS professionals to serving all communities; and

WHEREAS, this theme is particularly meaningful now, to remind people that every day we are faced with so many new challenges in our lives and yet we still rise above them all and continue to respond, support, and care for the needs of our communities; and

WHEREAS, the Schertz EMS Department consists of 10-Administration Staff, 3-Office Staff, 80-Field Personnel, and 24-Volunteers who are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, in 2024, the Schertz EMS Department responded to over 15,000 service calls in a 230-square-mile service area; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical service providers by designating Emergency Medical Services Week.

NOW, THEREFORE be it resolved that I, Ralph Gutierrez, Mayor of the City of Schertz, hereby commend and congratulate **SAFES & Schertz Emergency Medical Services** for their valuable contribution, outstanding dedication and pre-hospital medical care to the City of Schertz and surrounding communities in the area

**May 18-24, 2025, as: “Emergency Medical Services Week”,
with the theme “We Care. For Everyone.”**

IN WITNESS WHEREOF, I hereunto
Set my hand and caused the seal of the
City of Schertz to be affixed this 6th day
of May, 2025

Ralph Gutierrez, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: May 20, 2025
Department: City Secretary
Subject: Minutes – Approval of the minutes from the City Council Workshop Meeting on May 6, 2025, and the City Council Meeting on May 6, 2025 (S.Edmondson/S.Courney)

BACKGROUND

RECOMMENDATION

Recommend Approval.

Attachments

Draft minutes 05-06-2025 Workshop
Draft minutes 05-06-2025 Meeting

DRAFT

MINUTES COUNCIL WORKSHOP MEETING May 6, 2025

A Council Workshop Meeting was held by the Schertz City Council of the City of Schertz, Texas, on May 6, 2025 at, 5:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Allison Heyward; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Tim Brown

Absent: Councilmember Mark Davis

Staff present: Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson; Deputy City Secretary Sheree Courney

Call to Order

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.

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All handouts and/or USB devices must be submitted to the City Secretary no later than noon on the Monday preceding the meeting. Handouts will be provided to each Councilmember prior to the start of the meeting by the City Secretary. All USB devices will be vetted by City IT staff to ensure City property is protected from malware.

Carolyn Wolford, 1637 Canyon Oak, Schertz, TX 78154-Ms. Wolford would like better communication from the City on how the City wants the residents to communicate with city staff. Ms. Wolford recommended a full-page ad in the Schertz Magazine that explains how the City would like the residents to communicate with city staff. For example, the last flash survey about the waste collection service. There were approx. 360 residents that replied to the waste collection survey. Later, when residents learned that a flash survey was available, they were frustrated that so many residents were unaware,

Discussion

Ad-hoc Education Committee (Councilmember Westbrook)

Councilmember Westbrook would like to see an Ad-hoc Committee created on Education:

Vision:

- To make Schertz the best town in Texas for student development and educational outcomes by:
 - Promoting educational excellence across all school types
 - Ensuring inclusive support for families and educators
 - Partnering across sectors to eliminate barriers to success

Why It Matters

- Like any strategic operation, educational success depends on situational awareness.
- Education shapes our future workforce, military readiness, civic engagement, and economic vitality.
- We must understand and support all learning environments—public, private, charter, and homeschool.

Purpose and Benefits

- Gather a holistic understanding of education in Schertz
- Provide actionable, evidence-based recommendations
- Strengthen collaboration across schools and families
- Enhance local voices in city discussions
- Identify city policies that support student success

The Ad-hoc Committee won't govern, it will gather perspectives, build partnerships and inform decisions.

Councilmember Brown supports a community that supports education and growth and believes our city has done a great job supporting education.

The City of Schertz supports education and several of our departments support education and growth. The Library Program supports preschool-college-age students. The Economic Development Corporation sponsors youth access to businesses around the city. The Chamber supports DECA fundraising and their numerous programs. Councilmember Brown isn't sure if we need to start a new committee or focus on what we have and evaluate the needs.

Councilmember Macaluso asked if the ad-hoc committee is only an advisory role, what would we do with this information? Councilmember Westbrook stated we will not know what the next move is until we have the gathered information.

Mayor Gutterrez recommended that a list is gathered, and the Council look at the programs that are available to see if there is something missing.

Interim City Manager Brian James said staff will be tasked with creating a list of all

the educational programs the city offers with educational components.

Celebrating/recognizing the Army's 250th Birthday (Councilmember Westbrook)

Mayor Gutierrez stated the workshop has a hard-stop time to end the workshop, and they will not have time to discuss celebrating/recognizing the Army's 250th Birthday.

Adjournment

Mayor Gutierrez adjourned the meeting at 5:45 p.m.

ATTEST:

Ralph Gutierrez, Mayor

Sheila Edmondson, City Secretary

DRAFT

MINUTES REGULAR MEETING May 6, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on May 6, 2025, at 6:00 p.m., in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Allison Heyward; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Tim Brown

Absent: Councilmember Mark Davis

Staff present: Deputy City Manager Brian James; City Attorney Daniel Santee; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson; Deputy City Secretary Sheree Courney

View City Council Meeting - <https://www.youtube.com/@CityofSchertz>

Call to Order

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

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

Councilmember Macaluso provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and State of Texas.

Employee Introductions

- I.T.: Director of I.T. Jack Blubird introduced Rebecca Gonzales-Administrative Assistant
- Fleet Services: Fleet Manager Chris Hernandez introduced James Guevara-Fleet Mechanic I and Richard Marshall-Fleet Mechanic I
- Library: Senior Librarian April Toman introduced Katherine Porras-Library Assistant, Amari Russell-Library Assistant
- Public Works: Water/Wastewater Supervisor Zach Eaton introduced Darren Martinez, Water/Wastewater Worker I

Proclamations Municipal Clerks Week-May 4-10, 2025 (Mayor Gutierrez)

Mayor Gutierrez presented the Municipal Clerks Week Proclamation to City Secretary Sheila Edmondson, Deputy City Secretary Sheree Courney and Records Management Coordinator Mellissa Zipp.

Economic Development Week-May 11-17, 2025 (Councilmember Macaluso)

Councilmember Macaluso presented the Economic Development Corporation Proclamation to EDC Director Scott Wayman, Deputy Director Amy Madison and Business Engagement Manager Ashley Ritchey

National Police Week-May 11-17, 2025/National Peace Officers Memorial Day - May15, 2025 (Councilmember Guerrero)

Councilmember Ben Guerrero presented the National Police Week/National Peace Officers Memorial Day Proclamation to Asst. Police Chief Phillip Waller and the Police Department.

World Facilities Management Day-May 14, 2025 (Councilmember Westbrook)

Councilmember Westbrook presented the World Facilities Management Day Proclamation to Facilities Services Supervisor Joe Villarreal and Electrician Thomas Brooks.

World Multiple Sclerosis Day-May 30th, 2025 (Mayor Pro-Tem Heyward)

Mayor Pro-Tem Heyward presented the World Multiple Sclerosis Day Proclamation to representative Mr. Ferrando Heyward.

Presentations

- **Schertz Cub Scout Pack 51-Thank You Presentation For:** Mayor Gutierrez, Ms. Amy Thomas (SCUCISD), and Mr. Andy Coppi (Schertz-Cibolo-Selma Lions Club)

Cup Pack #51 presented thank you cards to Mayor Gutierrez, Ms. Amy Thomas (SCUCISD-School Board) and Mr. Andi Coppi (Schertz-Selma Lion Club) for being judges at the 2025 Pinewood Derby race.

- **South Texas Special Olympics-Thank you for 2024 Fundraising presented by Ms. Sharon Hernandez to the Schertz Police Department**

Ms. Sharon Hernandez, representative from the South Texas Special Olympics, presented the Schertz Police Department with an honorary torch to say thank you for their 2024 Fundraising efforts.

City Events and Announcements

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

Assistant City Manager Sarah Gonzalez provided the following announcements.

May 8, 2025-6:00 pm-Schertz Young Leaders Graduation Ceremony

May 12, 2025-6:00 pm-Police Memorial

May 12, 2025-6:00 pm-Ribbon cutting for the new lights at the Schertz Soccer Complex

- Announcements and recognitions by the Interim-City Manager (B.James)

No announcements at this time.

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

No announcements at this time.

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Daniel Jameson, 1048 Richmond, Schertz, TX - Mr. Jameson invited everyone to the VFW Monthly Breakfast on the third Saturday of every month. The City of Schertz is hosting the Memorial Day Ceremony on Monday, May 26, 2025, at the Veteran's Memorial.

Brent Bolter, 2633 Clover Brook Lane, Schertz, TX - Mr. Bolter had additional comments about the Solid Waste Contract. He asked what the 9300 residents will do with their current garbage cans now that the new 96-gallon trash cans will be provided by Frontier Waste. Mr. Bolter asked if there was a plan to have extra garbage cans picked up. He expressed concerns about the City's rates going up and receiving less service.

Maggie Titterington, 5325 Storm King, Schertz, TX - Ms. Titterington, Chair of the Schertz Historical Preservation Committee, wanted to give an update with SHPC. The next Trivia Night will be at Ashley Park on June 6, 2025, at 7:00 p.m. Movies in the Park will be starting back up soon. The SHPC is working on an Schertz Historical Calendar and a standard for historical signs.

Peter Snaddon, 3000 N Austin Street, Seguin, TX- Mr. Snaddon wanted to inform the Council that the Guadalupe Appraisal District would be bringing forward a presentation on purchasing the old Mary B. Erskine School to handle today's and the future growth of the Guadalupe Appraisal District staff. The Guadalupe Appraisal District will need 3/4's of the county's taxing unit to approve the purchase. Mr. Snaddon will be back in June with a formal presentation to Council.

Discussion and Action Items

Application for Landmark Property Designation - Consideration of a Landmark Property Designation for 420 Curtiss. (S.Williams/B.James)

Interim City Manager Brian James brought forward a recommendation from the Schertz Historical Preservation Committee (SHPC) to approve an application for Landmark Property designation for 420 Curtiss. The Landmark Property designation does not trigger any State or City regulations or restrictions. The structure was constructed in approximately 1940 and typifies the type of residential construction in Schertz at that time, with a small covered front stoop and lap siding.

Moved by Mayor Pro-Tem Allison Heyward, seconded by Councilmember Michelle Watson

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Michelle Watson, Councilmember Paul Macaluson, Councilmember Ben Guerrero, Councilmember Robert Westbrook, Councilmember Tim Brown

Passed

Consent Agenda Items

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

1. **Minutes** – Approval of the minutes from the City Council-Staff Pre-Budget Meeting on March 28, 2025, and the City Council Regular Meeting on April 15, 2025 (S.Edmondson/S.Courney)
2. **Resolution 25-R-046** – Authorizing expenditures with Advanced Water Well Technologies for rehabilitation of the Nacogdoches Water Facility water well (B.James/L.Busch/N.Ferris)
3. **Resolution 25-R-053** - Authorizing a contract amendment with Maldonado Nursery & Landscaping for additional mowing and landscape maintenance services (B.James/L.Busch/N.Ferris)
4. **Resolution 25-R-048** - Authorizing a contract with Kutscher Drilling to drill a replacement well at the Schertz Soccer Complex (S.Gonzalez/L.Shrum/J.Montney)
5. **Resolution 25-R-056** - A Resolution by the City Council of the City of Schertz, Texas authorizing the Schertz/Seguin Local Government Corporation (SSLGC) Budget Amendment for Fiscal Year 2024-2025 (B.James/L.Busch/N.Ferris)
6. **Resolution 25-R-057** - Approving the Notice of Intent to Sell Certificates of Obligation for Roadway Improvements (S.Gonzalez/J.Walters)

Moved by Mayor Pro-Tem Allison Heyward, seconded by Councilmember Michelle Watson

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Michelle Watson, Councilmember Paul Macaluson, Councilmember Ben Guerrero, Councilmember Robert Westbrook, Councilmember Tim Brown

Passed

Discussion and Action Items

7. **Resolution 25-R-042** - Establish the City's intention to reimburse itself for prior expenditures on improvements from upcoming tax-exempt obligations.
(S.Gonzalez/J.Walters)

Mayor Gutierrez recognized Finance Director James Walters, who explained that the City would like to have start dates for projects with funding from debt issuances. Provisions in the Texas Government Code and the United States Department of Treasury Regulations permit the City to initiate projects before the debt is issued, allowing reimbursement for related expenses from the proceeds of that issuance. The City plans to issue approximately \$41.5 million in debt to fund projects beginning in the fiscal year 2024-25. Any expenditures incurred on the aforementioned projects before the debt proceeds arrive would need to be funded from alternative sources, such as fund balance or operational budgets. Alternatively, staff may need to pause these projects until funds become available.

Moved by Councilmember Tim Brown, seconded by Councilmember Michelle Watson

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Michelle Watson, Councilmember Paul Macaluson, Councilmember Ben Guerrero, Councilmember Robert Westbrook, Councilmember Tim Brown

Passed

Public Hearings

8. **Ordinance 25-S-019**- Conduct a public hearing and consider a request to rezone approximately 3.5 acres of land from Pre-Development District (PRE) to General Business District-II (GB-2), generally located 1,700 feet west of the intersection of IH-10 E Access Road and Trainer Hale Road, more specifically known as Bexar County Property Identification Number 339775, City of Schertz, Bexar County, Texas (B.James/L.Wood/D.Marquez)

Mayor Gutierrez recognized City Planner Daisy Marquez who presented a request to rezone approximately 3.5 acres of land from Pre-Development District (PRE) to General Business District-II (GB-2), generally located 1,700 feet west of the

intersection of IH-10 E Access Road and Trainer Hale Road. On March 20, 2025, five (5) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property. At the time of the staff report, zero (0) responses in favor, zero (0) responses neutral, and zero (0) responses in opposition have been received.

The subject property is designated as Regional Corridor in the Comprehensive Land Use Plan- Future Land Use Map. Regional Corridor is intended for commercial and entertainment areas along major thoroughfares that serve the immediate population and the greater region. This may include shopping centers, department stores, restaurants, movie theaters, supermarkets, and multi-family development where appropriate. The requested General Business District-II (GB-2) can allow land uses that are industrial and do not fit the Regional Corridor Land Use Designation characteristics. The City of Schertz Fire, EMS, and Police Departments have been notified of the zone change. The City of Schertz Fire Department provided concerns over the zone change allowing a multitude of industrial uses in the area.

The Planning and Zoning Commission met on April 2, 2025, and made a recommendation of denial to the City Council, with a 6-1 vote with Chairman Outlaw voting nay.

Staff recommends denial of the proposed zone change due to the allowed industrial uses within General Business District-II (GB-2) not being compatible with the Regional Corridor Land Use Designation of the Comprehensive Land Use Plan.

Mayor Gutierrez opened the Public Hearing at 7:18 p.m.

No one spoke, Mayor Gutierrez closed the Public Hearing at 7:18 p.m.

Mayor Gutierrez opened up the floor to the Council. Councilmember Brown understands that the property does not have sewer on it and without sewer it limits the developer with developing options. Councilmember Macaluso believes that if the Council grants the zoning request, it does not conform with the Regional Corridor and the long-term plan. Questions about putting septic on the property would be considered in the platting process with an on-site septic waiver not during a rezoning request. The Regional Corridor is planned for this area and does not support GB-2. Mayor Pro-Tem Heyward stated we need to look at the future and what is being presented does not get us closer to that future.

Mayor Gutierrez asked for a motion for Ordinance 25-S-019 to rezone 3.5 acres off Pre-Development (PRE) to General Business District-II (GB-2).

Councilmember Macaluso made a motion to deny Ordinance 25-S-019 to rezone 3.5 acres off Pre-Development (PRE) to General Business District-II (GB-2).

Moved by Councilmember Paul Macaluson, seconded by Mayor Pro-Tem Allison Heyward

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Michelle Watson,
Councilmember Paul Macaluson, Councilmember Ben Guerrero,
Councilmember Robert Westbrook

NAY: Councilmember Tim Brown

Passed

9. **Ordinance 25-S-020-** Conduct a public hearing and consider a request to rezone approximately 1.38 acres of land from Pre-Development District (PRE) to Single-Family Residential/Agricultural District (R-A), more specifically known as Bexar County Property Identification Number 310235, also known as 9126 Trainer Hale Rd, City of Schertz, Bexar County, Texas (B.James/L.Wood/W.Willingham)

Mayor Gutierrez recognized City Planner William Willingham presented a request to rezone approximately 1.38 acres of land from Pre-Development District (PRE) to Single-Family Residential/Agricultural District (R-A).

On March 19, 2025, nine public hearing notices were mailed to the surrounding properties within a 200-foot notification boundary of the subject property and one public hearing notice was mailed to the SCUCISD Board of Trustees. At the time of the staff report, zero (0) responses in favor, zero (0) responses neutral to, and zero (0) responses in opposition have been received.

Mayor Gutierrez opened the public hearing at 7:46 p.m.

No one spoke.

Mayor Guitierrez closed the public hearing at 7:47 p.m.

Moved by Councilmember Tim Brown, seconded by Councilmember Michelle Watson

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Michelle Watson,
Councilmember Paul Macaluson, Councilmember Ben Guerrero,
Councilmember Robert Westbrook, Councilmember Tim Brown

Passed

Information available in City Council Packets - NO DISCUSSION TO OCCUR

- 10. Monthly Update** - Major Projects in Progress/CIP (B.James/K.Woodlee)
- 11. Petition for Removal of Property from the City of Schertz ETJ** - Update on 500 Acre ETJ Release in Northern Schertz near Old Nacogdoches Road and Nacogdoches Road within Comal County (B.James/L.Wood/E.Delgado)
- 12. Quarterly Update**-City Council Approved Zoning and Specific Use Permit Ordinances in relation to current development status (B.James/L.Wood/E.Delgado)

Requests and Announcements

- City and Community Events attended and to be attended (Council)

Mayor Pro-Tem Heyward attended the Volunteer Banquet and the TML Region 14 Meeting in Kemah and attended the TML Legislative Webinar.

Councilmember Watson attended the Volunteer Banquet.

Councilmember Guerrero attended the Volunteer Banquet.

Councilmember Westbrook attended the Volunteer Banquet and the Hometown Harvest.

Adjournment

Mayor Gutierrez adjourned the meeting at 7:49 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: May 20, 2025
Department: Parks, Recreation & Community Service
Subject: Resolution 25-R-058 - Authorizing a contract with Magic in the Sky, LLC to perform firework shows at July 4th Jubilee (S.Gonzalez/L.Shrum)

BACKGROUND

The City published an Invitation for Bids (IFB) for a multi-year contract to perform firework shows for the July 4th Jubilee. The fireworks show must be a minimum of 15 minutes long, be synchronized to music, include 4-8-inch shells, and include a grand finale display. The term of the contract is through July 30, 2028, with the option to renew for two (2) additional terms of one (1) year. The total cost is not to exceed \$23,000 per year. One proposal was received by the deadline by Magic in the Sky, LLC and city staff determined the vendor to be qualified to provide the requested services. Magic in the Sky has performed the show in previous years and has a good reputation in the area for providing high-quality and safe shows.

GOAL

The goal is to secure a multi-year contract with a reputable fireworks vendor so the city can be assured of its future fireworks shows. In previous years, there have been supply chain issues and thus, long-term agreements with vendors ensure they keep the appropriate amount of shells in stock to perform the shows they are under contract with. This is a more reliable arrangement for the city to be in versus going out to bid each year and potentially losing out on a vendor whose supply is too low and/or whose schedule is already booked. This also locks in pricing for the term of the agreement and saves the city money by not paying price increases related to inflation, tariffs, or other market volatility.

COMMUNITY BENEFIT

The community benefits from a wonderful patriotic fireworks display on July 4th and there are efficiencies created from a multi-year agreement which saves staff time, which ultimately saves taxpayer dollars.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 25-R-058.

FISCAL IMPACT

The cost per year for the fireworks show is \$23,000 and is funded out of the Parks & Recreation General Fund budget for Jubilee.

RECOMMENDATION

Approve Resolution 25-R-058.

Resolution 25-R-058 with attachments

RESOLUTION NO. 25-R-058

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH MAGIC IN THE SKY, LLC TO PERFORM FIREWORK SHOWS FOR THE JULY 4TH JUBILEE.

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires a fireworks vendor to perform the fireworks show for the July 4th Jubilee; and

WHEREAS, City published an Invitation for Bids process that verified companies were qualified and ranked them based on cost; and

WHEREAS, Magic in the Sky, LLC was the sole bidder and City staff has determined that Magic in the Sky, LLC is a qualified vendor who can perform the work; and

WHEREAS, the City of Schertz will enter into a three (3) year contract with the vendor with the ability for two (2) one (1) year extensions.

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 enter into a contract with Magic in the Sky, LLC, to perform firework shows, as set forth in Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A
Service Agreement with Magic In The Sky, LLC

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
 §
GUADALUPE COUNTY §

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and Magic In The Sky, LLC (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through July 30, 2028 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

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

Section 3. Compensation

- (A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.
- (D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

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

(A) Contract Times: Days

The Work is expected to be substantially completed annually on July 4th, after the Notice to Proceed is given ("Substantial Completion")

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage,

coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damage sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

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

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms.*

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation,

partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

- (H) *Non-Boycott of Energy*. Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.
- (I) *Non-Boycott of Firearm Entity*. Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- (J) *Access to Premises*. Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(K) **INTERLOCAL PARTICIPATION**

The City may enter Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
 - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
 - (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.
- (B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

representatives, successors and assigns.

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Order of Precedence. In the event of a conflict between the terms and conditions included in the body of this Agreement and the terms and conditions included in any of the incorporated documents, the order of precedence shall be: (a) Agreement; (b) the attachments and/or exhibits to Agreement, (c) Contractor's Response to RFP, and (d) Purchase Order(s).

Section 20. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit

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

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps:

(1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

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

Certificate of Interested Parties

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

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

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

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

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

CITY:

CONTRACTOR:

By: _____

Name: Steve Williams

Title: City Manager

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz
Attn: Steve Williams, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

Magic in the Sky, LLC
Attn: Jacob J Dell, President
26926 Hardy Run
Boerne, TX 78015

Exhibit “A”

SCOPE OF WORK

Scope of Work

The contractor will be responsible for designing, choreographing, and executing a fireworks display that meets or exceeds the following requirements.

Project Scope

Show Length: Minimum of fifteen (15) minutes.

Fireworks Specifications:

- Class B Shells
- Minimum shell size: 4 Inches
- Maximum shell size: 8 Inches
- Grand finale display required

Preferred Features:

- Pyrotechnics synchronized with music, to include description of music synchronization method
- Equipment to control audio at the shoot site for music coordination

Launch Configuration:

- Preferred three-location launch within the creek, with the center location serving as the primary launch point for optimal viewing

Budget:

- Total cost not to exceed \$23,000.

Rainout/Cancellation Plan:

Option to reschedule the fireworks show on July 5th should the event be cancelled due to inclement weather

Safety and Compliance:

The contractor will provide proof of insurance meeting industry standards. The Contractor will be responsible for obtaining all required state and local permits for the performance of the fireworks show.

Exhibit “B”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

| | | |
|---|---|---|
| PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000 | CONTACT NAME: PHONE (Add No. Ext): FAX Address: INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier INSURER B: Insurance Carrier INSURER C: Insurance Carrier INSURER D: Insurance Carrier INSURER E: Insurance Carrier INSURER F: Insurance Carrier | TAX No. Rel. NAIC # 00000 00000 00000 00000 00000 00000 |
| INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000 | | |

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

| WER LTD | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|------------|---|-----------------------|---------------|-----------------------------|-----------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y Y | X123456 | 01/01/1000 | 01/01/1000 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOP AGG \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWN AUTOS HIRED AUTOS | Y Y | 123456789 | 01/01/1000 | 01/01/1000 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ | Y Y | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in TX) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | 01234 | 01/01/1000 | 01/01/1000 | <input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | Builder's Risk Professional Services | Y Y | 123450 | 01/01/1000 | 01/01/1000 | 100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate |

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

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

| | |
|--|---|
| CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept. | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE |
|--|---|

ACORD 26 (2010/05)

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(Instructions for completing and submitting a certificate to the City of Schertz)

Complete the certificate of insurance with the information listed below:

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

Exhibit “C”

EVIDENCE OF INSURANCE

CITY COUNCIL MEMORANDUM

City Council Meeting: May 20, 2025
Department: Parks, Recreation & Community Service
Subject: Resolution 25-R-060 - Authorizing a contract with The Urban Foresters for on-call tree trimming services (S.Gonzales/L.Shrum/J.Montney)

BACKGROUND

The city has a growing need for on-call tree trimming services to maintain our trees on city property. City staff put out a Request for Proposal (RFP) #2025-007 solicitation for tree trimming services to include tree pruning, tree removal, and maintenance services. Three firms submitted proposals and were scored on qualifications, quality of proposed services, cost, and the responsiveness of the proposal. City staff evaluated the proposals and recommends awarding the contract to the highest-ranked vendor, The Urban Foresters.

GOAL

The goal is to maintain the city's urban forest canopy, and enter into a 3-year contract, with two (2) one (1) year extensions, which will save staff time spent soliciting bids for individual projects and will lock in today's pricing for the future.

COMMUNITY BENEFIT

The community benefits from a well-maintained urban forest canopy by having an aesthetically pleasing city with healthy trees that provide oxygen, shade to reduce the heat island effect, soil stabilization, and many more ecological benefits.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 25-R-060.

FISCAL IMPACT

Tree trimming services are funded out of the Tree Mitigation Fund and the annual contract amount will not exceed available funds.

The recommended vendor, The Urban Foresters, proposed the following rates.

| | | |
|--------------------------|----------|-------|
| Labor Rate per Crew | Per Hour | \$170 |
| Specialty Equipment Rate | Per Hour | \$90 |
| Certified Arborist | Per Hour | \$100 |

RECOMMENDATION

Approve Resolution 25-R-060.

Resolution 25-R-060 with attachments

Bid Tab Scoring Sheet

RESOLUTION NO. 25-R-060

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH THE URBAN FORESTERS FOR ON-CALL TREE TRIMMING SERVICES.

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires on-call tree trimming services; and

WHEREAS, City staff performed a Request for Proposals process that verified companies were qualified and ranked them based on qualifications, quality of services proposed, responsiveness of proposal, and cost; and

WHEREAS, The Urban Foresters was the highest scoring vendor in the Request for Proposal process and City staff has determined that The Urban Foresters is a qualified vendor who can perform the work; and

WHEREAS, the City of Schertz will enter into a three (3) year contract with the vendor with the ability for two (2) one (1) year extensions.

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 enter into a contract with The Urban Foresters, for tree trimming services, as set forth in Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and The Urban Foresters (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through May 31,2028 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

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

Section 3. Compensation

- (A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.
- (D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per

occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

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

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

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

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.
- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the

consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

- (E) *Force Majeure*. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

- (F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

- (H) *Non-Boycott of Energy*. Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that

either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

- (I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- (J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(K) **INTERLOCAL PARTICIPATION**

The City may enter Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance the City’s purchasing power. At the City’s sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City’s use of Vendor’s name, trademarks and Vendor provided materials in City’s presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City’s contract.

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;

- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
 - (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.
- (B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

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

Section 10. No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior

written consent of the other party.

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between

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

Order of Precedence. In the event of a conflict between the terms and conditions included in the body of this Agreement and the terms and conditions included in any of the incorporated documents, the order of precedence shall be: (a) Agreement; (b) the attachments and/or exhibits to Agreement, (c) Contractor's Response to RFP, and (d) Purchase Order(s).

Section 20. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

Parties." Form 1295 is also required for all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

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

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

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

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

CITY:

CONTRACTOR:

By: _____
Name: Steve Williams
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz
Attn: Steve Williams, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

The Urban Foresters
Attn: Kyle Kilgore
12703 Stafford Road
Stafford, TX 77477

Exhibit A
SCOPE OF WORK

General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by the Proposer as part of its proposal, are set forth below.

Project Scope

The Contractor shall provide the highest quality of tree pruning, removal and maintenance services. The Contractor agrees to provide the highest quality commercially accepted methods, procedures and controls for tree pruning, removal, and maintenance consistent with the International Society of Arboriculture Pruning Standards Best Management Practices (BMPs), ANSI A300 Standards and information in standard arboriculture industry references. This shall include the use of proper knowledge, skills, materials and equipment on a timely basis to maintain all areas in a clean, safe, healthy, and aesthetically acceptable manner during the entire term of this contract.

The Contractor shall furnish tree services by qualified arborists, site managers, and tree worker crews that shall provide tree pruning, removal, and maintenance activities that comply with this scope of services. It will be the responsibility of the Contractor to provide all equipment, materials, and labor as necessary to perform the work described in this document in a safe, efficient, and legal manner.

Services

The Contractor shall provide fee schedule to the City for the following work descriptions that will be used during the contract period by the City and the Contractor for the various site locations.

Tree pruning and removal services shall be performed according to the most current editions of the following benchmark standards.

American National Standards Institute (ANSI) A300 Part 1 Pruning Standards
ANSI Z133 Safety Standards
ISA Best Management Practices: Tree Pruning

Tree Pruning

Pruning Objectives

Any structural weakness, decayed trunk or branches, split crotches or limbs and included bark discovered by the Contractor during the course of trimming shall be reported to the City's designated representative for determination of action as soon as it is discovered.

The contractor should ensure that pruning is appropriate for the species of tree/site conditions. Pruning objectives include the following:

Improve structural strength and reduce failure potential

- Provide clearance for pedestrians, vehicles, structures, and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Reduce Maintenance Cost
- Prevent or mitigate pest problems
- Remove rubbing limbs, crossing limbs, mistletoe and limbs out of balance

Tree Removal

The contractor shall remove trees deemed necessary for removal by the City or as recommended by the Contractor's Certified Arborist, with concurrence by the City.

All trees shall be limbed out using appropriate rigging techniques to protect public safety and prevent unnecessary damage to surrounding turf, trees, shrubs, and landscape plantings. Sidewalks, curbs, streets, manhole structures, and associated hardscape shall be protected from the impact of falling wood. Any and all damage to public or private property shall be reported to the City's designated representative immediately.

Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered. The City is responsible for marking trees for removal so that they are easily identified for Underground Service Alert (USA) and the Contractor. The Contractor shall be required to contact 811 USA prior to stump grinding.

All work shall comply with ANSI Z133 safety standards.

Job Performance Requirements

Debris and Chip Disposal: The Contractor shall be responsible for the disposal of all logs, limbs, chips, and debris generated by work performed.

Access: Bucket/chipper truck access is limited to park service roads, parking lots, and public streets. Operation of equipment "off-road" will require, at a minimum, ¾" plywood planning to prevent soil compaction. The contractor shall notify property owner in writing of intent to access private property to cut overhanging limbs a minimum of five (5) days in advance.

Site Clean Up: The site should be restored, as close as reasonably practical, to conditions existing prior to work commencing. The Contractor shall chip all tree limbs and tree debris from sites and dispose of debris. The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Limbs and temporarily placed in the park areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and/or pedestrians. Logs left lying on the ground awaiting pick-up shall be sufficiently blocked to prevent movement.

Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks, and limbs from the street, curb, parkway, sidewalk, lawn areas, and driveways with appropriate tools for the job.

Protection of Property: The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real and/or personal property. Holes or ruts made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn seed mix. Vegetation surrounding a tree marked for removal/pruning shall be disturbed as little as possible. Any vehicle which may interfere with the work shall be moved by the owner of the vehicle. If a vehicle impeded the start of work the Contractor shall attempt to notify the owner of the vehicle no less than three (3) documented times, over a (3) day period (once per day, minimum). If the owner of the vehicle cannot be notified, the Contractor must notify the City of the failed notification attempts.

Repairs and Corrective Actions: Contractor shall communicate to the City Representative any tree maintenance and non-tree maintenance related hazards encountered while on site. Work requests related to citizen requests or reported hazards to Contractor that require scheduling with the City's Representative will be prioritized depending on each request after notification to the City. An immediate response may be necessary. Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense as soon as possible. Any hazardous conditions noted, or seen, by the Contractor that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

Safety Standards: All equipment to be used and all work to be performed to meet accepted current applicable industry standards for safe practices; and Contractor agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A., ANSI Z133 Safety Requirements, and CAL E.P.A. Safety Orders at all times so as to protect all person, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

All damage to vehicles, property, as well as injuries to pedestrians shall be reported to the Parks and Recreation Operations Manager or his designee within one (1) hour of occurrence. Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

Sound and Vibration Control Requirements: The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances. No internal combustion engine shall operate on the project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise

and vibration level requirements shall apply to all equipment on the job or related to the job, including, but not limited to truck, transit mixers or transit equipment that may or may not be owned by the Contractor.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City or its representatives. The Contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Contract to protect the motorists and pedestrians. All placements of cones, signs, and barricades must conform to the current Manual on Uniform Traffic Control Devices. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection.

Work Hours

Normal work hours allowed by the city are Monday – Friday, 7:00am – 6:00pm, and 9:00am – 5:00pm on Saturdays. Any exception to this policy requires a written permit from the City Manager. These work hours are strictly enforced, to include no-starting loud equipment or vehicles to warm up prior to the listed times.

All work shall be completed by a date agreed upon by both parties for each task order that comes from this contract.

Response Time

The Contractor will be available to respond to non-emergency calls for service during usual business hours within seventy-two (72) hours Monday through Friday. Contractor shall respond to emergency calls for service seven days a week within three (3) hours of being notified to include outside of normal business hours.

The Contractor shall supply the City with name(s) and telephone number(s) of responsible person(s) representing the Contractor for after hour emergency response. This information must remain current at all times and updated changes shall be forwarded to the City within twelve (12) hours of any such change.

Cost Proposal

| Item | Description | Unit | Rate |
|------|--|----------|-------|
| 1 | Labor Rate per Crew | Per Hour | \$170 |
| 2 | Specialty Equipment Rate (provide list of separate equipment on separate sheet | Per Hour | \$90 |
| 3 | Certified Arborist | Per Hour | \$100 |

Item 1: Labor Rate per Crew:

This price includes a fully equipped chipper truck, and 2-man crew. The crew will consist of a foreman and helper. One or both men will be skilled climbers on jobs where we need to climb. One or both will be skilled tree trimmers and know rigging and removal techniques. On projects where a 3-man crew is used or deemed necessary due to the scope of work, that price will be \$240 per hour. For example, on a technical removal, you need someone in the tree, someone holding rope, and someone spotting and safely getting the branches to the ground and to the truck. This hourly rate takes into account all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

Item 2: Specialty Equipment Rates:

- **Aerial Lift = \$90 per hour** for machine and an operator being onsite to assist the crew with things like: removals too dangerous to climb, trimming tall palm trees, etc.
- **UTV = \$90 per hour** for machine and an operator to assist on jobs where the work is far from the road, and we must haul the debris a long way to the truck. This creates greater time efficiency for the overall job, and little to no turf damage, as it is much lighter than driving the chipper truck offroad.
- **Stump Grinder = \$100 per hour** for machine and operator to grind stumps
- **Grapple Loader/Skid Steer/Mini Loader = \$100 per hour** for machinery and an operator to assist the crew with loading large quantities of heavy logs in a more time efficient manner
- **Deep root fertilization = \$110 per hour for equipment and operator.** Tree fertilization is a service we offer. This helps improve tree health, providing nutrients to the tree through fertilizer and water injection into the soil under the dripline of the canopy.

Item 3: Certified Arborist = \$100 per hour. This price is for a certified arborist's time to do in-person consultations and write reports

Payment Terms

Payments will be made on NET 30 terms per the City's usual payment process.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2024

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

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

| | | |
|---|---|------------------------------------|
| PRODUCER McGriff Insurance Services, LLC 10100 Katy Freeway, #400 Houston, TX 77043 | CONTACT NAME: PHONE (A/C, No, Ext): 713-877-8975 E-MAIL ADDRESS: | FAX (A/C, No): 713-877-8974 |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A :Greenwich Insurance Company | | 22322 |
| INSURER B :XL Specialty Insurance Company | | 37885 |
| INSURER C :Texas Mutual Insurance Company | | 22945 |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:CLC2FSKL

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | NGL100786701 | 08/15/2024 | 08/15/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | NBA100272105 | 08/15/2024 | 08/15/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | NEC600636004 | 08/15/2024 | 08/15/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | 0001281599 | 08/15/2024 | 08/15/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$ \$ |

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

Certificate Holder is included as an Additional Insured, where required by written contract on General Liability, Automobile, and Umbrella Liability policies. Waiver of Subrogation, where required by written contract, in favor of Certificate Holder is included on General Liability, Automobile, Workers' Compensation and Umbrella Liability policies. Additional Insured endorsement applies to Products and Completed Operations. Coverage is primary and non-contributory as respects to all above policies (except Workers' Compensation) as required by written contract. Additional Insured, Waiver of Subrogation and Primary and non-contributory wording is limited to the extent of the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

| |
|--------------------------------|
| Evidence of Coverage , TX . |
|--------------------------------|

CANCELLATION

| |
|--|
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| AUTHORIZED REPRESENTATIVE <i>R Michael Broadlove, Jr</i> |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

The Urban Foresters, LLC
Stafford, TX United States

Certificate Number:
2025-1290075

Date Filed:
04/02/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Schertz

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025-007
On-call tree services to include pruning, removal, and maintenance services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | N/A | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Kyle Kilgore, and my date of birth is 8/14/1996.

My address is 12703 Stafford Road, Stafford, TX, 77477, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 2 day of April, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

2025-007 - On-Call Tree Service Scoring Summary

Active Submissions

| | Total | Proposer's Qualifications, Abilities, and Reputation | Quality of Proposed Services/System | Responsiveness of Proposal | Cost |
|--------------------------------|-----------|---|--|-------------------------------|----------|
| Supplier | / 100 pts | / 30 pts | / 30 pts | / 10 pts | / 30 pts |
| The Urban Foresters | 92 | 24 | 30 | 8 | 30 |
| Leaf Tree Services, LLC | 76.23 | 18 | 30 | 4 | 24.23 |
| Western Certified Arborists | 60.43 | 18 | 24 | 6 | 12.43 |

CITY COUNCIL MEMORANDUM

City Council Meeting: May 20, 2025
Department: Facility & Fleet
Subject: Resolution 25-R-054 - Authorizing an increase in expenditures with GenServe Inc. for preventative maintenance and on-call generator services (B.James/D.Hardin/C.Hernandez)

BACKGROUND

On January 7, 2025, City Council approved Resolution 24-R-143 authorizing a service agreement with GenServe for On-Call Generator Services with a not-to-exceed (NTE) amount of \$200,000. Following the approval of this agreement, staff identified that three generators were not included in the initial proposal. We are currently in the process of acquiring a new replacement generator at E. Live Oak, which will need to be incorporated into the service agreement. Consequently, the agreement with GenServe has been amended, potentially resulting in additional costs for the preventative maintenance of these generators.

GOAL

To obtain authorization from City Council to increase the NTE amount of \$200,000 to \$275,000 for on-call generator services.

COMMUNITY BENEFIT

City buildings including Emergency Services, and all pump and lift stations would be able to maintain full operations during inclement weather and other types of emergency situations, therefore allowing for all services to be continued throughout the City and its residents.

SUMMARY OF RECOMMENDED ACTION

City staff recommends approving an increase of the NTE amount of \$200,000 dollars to \$275,000 for the service agreement with GenServ Inc that will expire December 30, 2027 with the option to renew the contract for two (2) extensions of one (1) year each.

FISCAL IMPACT

Total fiscal impact of this contract will be \$275,000.00 (an additional \$75,000 more than what was previously authorized). Funds are available and approved through Fleet's base budget for FY 24-25.

RECOMMENDATION

City staff recommends approval of Resolution 25-R-054

Attachments

Resolution 25-R-054 with attachments

RESOLUTION NO. 25-R-054

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDMENT TO A SERVICE AGREEMENT WITH GENSERVE INC. FOR PREVENTATIVE MAINTENANCE AND ON-CALL GENERATOR SERVICES.

WHEREAS, the City of Schertz (the “City”) requires preventative maintenance and on-call generator services; and

WHEREAS, the Fleet Services Department solicited proposals from qualified vendors to perform on-call emergency services, and preventative maintenance services; and

WHEREAS, the City Council approved the service agreement with GenServe on 7 January 2025; and

WHEREAS, three additional generators were identified, which will require an amendment to the service agreement; and

WHEREAS, the City of Schertz will fund the preventative maintenance and on-call generator services through the approved 2024-2025 annual budget.

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

Section 1. The City Council hereby authorizes an amendment to a service agreement with Genserve Inc. for preventative maintenance and on-call generator services as set forth in Exhibit A, increasing the total contract amount not-to-exceed to \$275,000.

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 ____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

Amendment to Service Agreement for Preventative Maintenance and On-Call Generator Services

AMENDMENT ONE

This Amendment is made to that Service Agreement previously executed by and between the CITY OF SCHERTZ, TEXAS ("City") and GenServe ("Contractor") on February 10, 2025.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Generator List will be amended to include the following additional City locations:

Additional Generator List

| Property | Location | Make & Model | kW | Level 1 (performed 3x annually) | Level 2 | Level 3 |
|------------------------------------|---------------------|-----------------|-----|------------------------------------|---------|----------|
| Cypress Point LS | 6021 Cypress Point | Kohler SD300 | 300 | \$280 per / \$840 annually | \$866 | \$3464 |
| Parklands LS | 5118 Parklands Way | Cummins 750DQCB | 750 | \$350per / \$1050 annually | \$2384 | \$9536 |
| Public Works Yard | 10 Commercial Place | Generac MDG250 | 250 | \$280 per / \$840 annually | \$672 | \$2988 |
| Total Annual | | | | \$2730 | \$3922 | |
| Total 3 rd Year w/lvl 3 | | | | \$2730 | | \$15,988 |

The City is also in the process of acquiring a new 750kW Generator that will be placed at East Live Oak location. In consideration of this the pricing below is expected to take place once this generator is acquired and brought into service.

| Property | Location | Make & Model | kW | Level 1 (performed 3x annually) | Level 2 | Level 3 |
|------------------------------------|------------------|--------------|-----|------------------------------------|---------|---------|
| East Live Oak | 1188 Live Oak Rd | UNK | 750 | \$350per / \$1050 annually | \$2384 | \$9536 |
| Total Annual | | | | \$1050 | \$2384 | |
| Total 3 rd Year w/lvl 3 | | | | \$1050 | | \$9536 |

Cost for Additional Locations:

Year 1 = \$ 10,086 (3x Level 1 + Level 2 Service)

Year 2 = \$ 10,086 (3x Level 1 + Level 2 Service)

Year 3 = \$ 29,304 (3x Level 1 + Level 3 Service)

Year 4 = \$ 10,591 (5% CPI Increase)

Year 5 = \$ 11,120 (5% CPI Increase)

Total = \$71,187.00

New Contract Not-To-Exceed Amount = \$275,000

All other requirements, terms, and conditions that are not hereby amended are to remain in full force and effect.

EXECUTED on this the _____ day of _____, 2025.

CITY:

CONTRACTOR:

By: _____

By: _____

Name: Steve Williams

Name: _____

Title: City Manager

Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz
Attn: City Manager
1400 Schertz Parkway
Schertz, Texas 78154

GenServe LLC
Attn: Glen D. Howard
2004 W. Howard Lane
Austin, TX 78728

CITY COUNCIL MEMORANDUM

City Council Meeting: May 20, 2025
Department: Police Department
Subject: Resolution 25-R-061- Authorizing an application for the FY 2026 Motor Vehicle Crime Prevention Authority Grant (J.Lowery/ P.Waller)

BACKGROUND

The Schertz Police Department applied for and received approval for the FY 25 Motor Vehicle Crime Prevention Authority Grant. This grant awarded the City of Schertz funding for seventeen Flock Automatic License Plate Reader cameras, which are still in the process of being deployed. For FY 26, the Schertz Police Department is requesting continued funding for the current cameras, twenty-four additional cameras, and funds for a Mobile Watch Tower/ Command Post.

GOAL

The goal of this resolution is to approve the application of this grant. The grant would supply additional ALPR cameras, continued funding for the current cameras, and funds for a mobile command tower.

COMMUNITY BENEFIT

The community of Schertz would benefit from the continued funding of ALPR cameras and additional cameras by giving the police department additional investigative tools for motor vehicle theft investigations and catalytic converter theft investigations. The expanded deployment of the cameras would allow for greater coverage of streets in and out of the City of Schertz. As crime is not centrally located in Schertz, the Schertz Police Department would become a greater asset to the Motor Vehicle Theft Investigative Task Force by being able to assist other departments in locating stolen property and vehicles. The Skywatch Tower would be deployed in problematic areas that a subject to high rates of motor vehicle theft, motor vehicle break-ins, and catalytic converter thefts. By using the Skywatch tower, officers would be able to monitor the area either in-person or remotely in an effort to deter and solve these types of crime.

SUMMARY OF RECOMMENDED ACTION

The Schertz Police Department recommends approving the resolution.

FISCAL IMPACT

The Motor Vehicle Crime Prevention Authority grant requires a 20% cash match for the awarded grant. As of submission, the total cost of the required 20% cash match is \$72,453. This amount may change if requested items are adjusted or removed from the grant application.

RECOMMENDATION

Approve Resolution 25-R-061

Draft of Application
Resolution 25-R-061

[Request for Application \(RFA\)](#)

Primary Agency / Grantee Legal Name: *City of Schertz*

Organization Type: *Law Enforcement*

Organization ORI (if applicable): *TX0940200: SCHERTZ PD*

Program Title Please enter a short description of the proposed program that can be used as the title.

2026 Catalytic Converter Grant

Application Category (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):

- ☐ **Continued Grant** - Only available to agencies that have a 2025 grant. These are annual competitive grants for the program described in the application. The program must be submitted for substantially the same program as the previous year. The requested funds, match funds, and in-kind match must be within 5% of the previous year but in any event may not go below the 20% minimum cash match requirement. The number of staff positions must be within 5% of the total positions. Awarded activities are funded on a reimbursement basis.
- ☐ **Modified Grant** - Only available to agencies that have a 2025 grant. The grantee will only enter the portion with a difference more or less than 5% of their current grant. These are annual competitive grants that require a minimum cash match of 20% for the program described in the application. Awarded activities are funded on a reimbursement basis

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- ☒ Law Enforcement, Detection and Apprehension
- ☒ Prosecution, Adjudication and Conviction
- ☒ Reduction of the Theft of Catalytic Converters
- ☐ Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

The City of Schertz and the surrounding areas of Bexar, Comal, and Guadalupe Counties will be the area of coverage for this program.

Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

| | |
|-------------------------------|-----------------------------|
| Participating Agencies | Coverage Agencies |
| TX0940300 SEGUIN PD | TX0150000 BEXAR CO SO (MIP) |
| | TX0460000 COMAL CO SO |
| | TX0940000 GUADALUPE CO SO |

☐ **Other Coverage** (Use if ORI not listed or explanation is necessary.):
No text provided.

☐ **National Insurance Crime Bureau (NICB)** Used as Match (Documentation and time certification required.)

☐ **Texas Department of Public Safety (DPS)**

☐ **Other State or Federal Agency** (specify:)

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

- ☒ Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage: 20 %
- ☐ Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

| Budget Category | MVCPA Expenditures | Cash Match Expenditures | Total Expenditures | In-Kind Match |
|--|--------------------|-------------------------|--------------------|---------------|
| Personnel | | | | |
| Fringe | | | | |
| Overtime | | | | |
| Professional and Contract Services | \$144,725 | \$28,945 | \$173,670 | |
| Travel | | | | |
| Equipment | \$217,538 | \$43,508 | \$261,046 | |
| Supplies and Direct Operating Expenses (DOE) | | | | |
| Total | \$362,263 | \$72,453 | \$434,716 | |
| Cash Match Percentage | | 20.00% | | |

| Description | Subcategory Pct Time | MVCPA Funds | Cash Match | Total | In-Kind Match |
|--|----------------------|-------------|------------|-----------|---------------|
| Personnel | | | | | |
| Total Personnel | | | | | |
| Fringe | | | | | |
| Total Fringe | | | | | |
| Overtime | | | | | |
| Total Overtime | | | | | |
| Professional and Contract Services | | | | | |
| Renewal for existing LPR cameras and PTZ | Other 100 | \$50,100 | \$10,020 | \$60,120 | |
| 1 Year Contract for 24 new cameras | Other 100 | \$85,000 | \$17,000 | \$102,000 | |
| Mandatory Sky Watch Training Package | Other 100 | \$4,458 | \$892 | \$5,350 | |
| Shipping for Sky Watch | Other 100 | \$5,167 | \$1,033 | \$6,200 | |
| Total Professional and Contract Services | 400 | \$144,725 | \$28,945 | \$173,670 | |
| Travel | | | | | |
| Total Travel | | | | | |
| Equipment | | | | | |
| Sky Watch Advanced Bundle Package (Diesel) | | \$217,538 | \$43,508 | \$261,046 | |

| Description | Subcategory Pct Time | MVCPA Funds | Cash Match | Total | In-Kind Match |
|-----------------|----------------------|-------------|------------|-----------|---------------|
| Total Equipment | | \$217,538 | \$43,508 | \$261,046 | |

Supplies and Direct Operating Expenses (DOE)

Total Supplies and Direct Operating Expenses (DOE)

Budget Narrative

D. Professional and Contract Services

Renewal for existing Flock Safety Platform of 1 FlockOS Advanced Package, 15 Flock Safety Falcon LPR Cameras, 1 Flock Safety Wing Gateway - 128 Streams, 6 Flock Safety Wing Gateways - 8 streams, and 2 Flock Safety Condor PTZ Cameras w/ LTE service for a total of \$60,120.00. Also included is the addition of 24 Flock Safety Falcon LPR Cameras (\$72,000) and MASH tested poles and implementation fees (\$30,000) for a total of \$102,000. Combined cost for the LPR renewal and expansion is \$162,120. SkyWatch Training - Includes - SkyWatch operational capabilities - Best practices for maintaining and servicing units - Component operational training for any purchased options i.e. cameras, wireless, etc - Manuals and other support information *** NOTE *** Training is mandatory for first-time purchases Also included is shipping for the SkyWatch.

F. Equipment

Advanced Bundle Package (Diesel) Includes: - SkyWatch Two Person (Diesel) Model - FLIR PT 606 HD Thermal Continuous Zoom/CCD, 35 mm, NTSC PTZ Camera including NVR, 24" Monitor, Joystick and Integration - FLIR Day/Night All Weather Dual PTZ Cameras - 3 Additional FLIR Day/IR Staring Cameras including integration - PA System - Roof Mounted Spot Lights (2)

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Cash Match

Source of Cash Match

| | | |
|-------------------------|---------|-----------------|
| General Funds | Grantee | \$72,453 |
| Total Cash Match | | \$72,453 |

In-Kind Match

Statistics to Support Grant Problem Statement

| Reported Cases | 2024 | 2025 |
|---|---------------------------|---------------------------|
| Jurisdiction | Catalytic Converter Theft | Catalytic Converter Theft |
| No Statistical Data has been entered yet. | | |

Add/Edit Statistics

Application Narrative

Grant Introduction (Executive Summary) and General Information

1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

Schertz Police Department serves the City of Schertz and its 32 square miles located in Bexar, Comal, and Guadalupe Counties. The City of Schertz is the third largest city in the Alamo Area with a population of 42,002 and is growing quickly. The city has a strong mix of commercial and residential leading to a variety of crime that the police department combats. Like other communities in the State of Texas, Schertz has been a victim of the trend of catalytic converter theft. To combat this trend, the Schertz Police Department desires to continue and further implement a license plate reading camera program throughout the city as well as increase the number of license plate reading cameras in the city. Furthermore, we would like to add a sky watch tower to combat catalytic converter and vehicle theft and burglaries in problem areas. This program would not only assist in the prevention of catalytic converter theft in City of Schertz as well as aide in the arrest, prosecution, and conviction catalytic converter thieves; but would support these efforts in the surrounding areas of Bexar, Comal, and Guadalupe Counties. Schertz sits directly between San Antonio and New Braunfels on the IH-35 corridor, and a program such as this would serve as a safety net between these two cities. In addition to the reduction of catalytic converter theft, I believe this would also aide in the ability to prevent other property crimes in the area such as vehicle theft, vehicle burglaries, and commercial and residential burglaries. Furthermore, these cameras would also aide in the apprehension and prosecution of countless other offenses

1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The Schertz Police Department is an agency of over 70 officers commanded by 12 Sergeants, 4 Lieutenants, 2 Assistant Chiefs, and our Chief of Police James Lowery. The Flock Safety Camera system we wish to further implement and add cameras to would be serviced by Flock Safety as part of their agreement with the city. The sky watch tower we plan to purchase will mainly service our commercial areas and areas of high need. One unique detail of the Schertz Police Department is the location within three counties on the IH-35 corridor servicing the area between San Antonio and New Braunfels. This grant will target the specific catalytic converter theft and other property crimes that occur in the fast growing and highly trafficked area.

Grant Problem Statement

2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

No text provided.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

Using the grant funds to continue the license plate reader program and to expand it by implementing additional cameras would aide in preventing, apprehending, and prosecuting catalytic converter theft by providing situational awareness to officers in the area. It would allow them to locate suspect vehicles used in the commission of catalytic converter theft, place these suspect vehicles in a database that would alert officers in the area of the suspect vehicles presence, and provide unique information which would aide in the prosecution of said offenders once they are taken into custody. Using grant funds to purchase and implement a sky watch tower would aide in preventing, apprehending, and prosecuting catalytic converter theft by providing officers with an elevated position to observe high crime areas and relay this information to other officers.

3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

Having a database to lean on in regards to vehicles used in the commission of catalytic converter theft would aide officers in apprehending the offenders before they are able to strike. This would also aide in the prosecution of prior offenses providing unique information of the vehicles used by the offenders. Having the ability to observe from a high position with the sky watch tower would be a major deterrence to catalytic converter theft due to the potential offenders seeing this located in the area and knowing that their criminal behavior would be in clear view of the officer manning the post.

3.6 Collaboration Effort – Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

This would continue and further establish a LPR program and further a database of vehicles used by the offenders. This would be supported by other agencies in the area using Flock Safety LPR cameras and would in turn support and assist them in their apprehension and prosecution of catalytic converter thefts in their area. The sky watch tower would be beneficial to agencies in other areas should they ever need to utilize our equipment for events with a high potential for catalytic converter theft.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

N/A

Part II

Goals, Strategies, and Activities

[Select Goals, Strategies, and Activity Targets](#) for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

| ID | Activity | Measure | Target |
|-----|--|---------|--------|
| | Measures for Grantees. Add Target values for those that you will measure. | | |
| 1 | Goal 1: Reduce the Incidence of Catalytic Converter Theft through Enforcement Strategies | | |
| 1.1 | Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Theft | | |

| ID | Activity | Measure | Target |
|--------|--|---|--------|
| 1.1.1 | Identify groups of catalytic converter theft offenders through intelligence gathering, crime analysis and the use of informants | Number of catalytic converter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members | 5 |
| 1.1.2 | Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"] | Number identified/documented offenders | 20 |
| 1.1.5 | Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). | Number of businesses inspected | 50 |
| 1.1.6 | Conduct bait vehicle operations that target Catalytic Converter Theft offenders | Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here. | 2 |
| 1.1.8 | Deploy license plate readers (LPR) | Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable. | 365 |
| 1.1.9 | Respond to taskforce license plate reader (LPR) alert notifications | Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located | 50 |
| 1.1.12 | Conduct covert operations targeting Catalytic Converter Theft offenders | Number of covert operations | 10 |
| 1.1.13 | Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft | Number of warrant round-up operations performed Catalytic Converter Theft | 2 |
| 1.1.15 | Increase the recovery rate of stolen motor vehicle Catalytic Converter Theft | Report the number of Catalytic Converters recovered by taskforce | 20 |
| 1.1.16 | Increase the clearance rate of Catalytic Converter Theft | Report the number of Catalytic Converter Theft cases cleared | 20 |
| 1.1.17 | Increase the number of persons arrested for Catalytic Converter Theft | Report the number of persons arrested for Catalytic Converter Theft by taskforce | 20 |
| 1.2 | Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Catalytic Converter Theft | | |
| 1.2.1 | Provide Agency Assists for Catalytic Converter Theft | Number of agency assists related to catalytic converter theft. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers. | 10 |
| 1.2.2 | Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where there were crimes involving catalytic converter theft. Include all participating jurisdiction departments here. | Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations. | 15 |
| 1.2.3 | Collaborate with all other outside LE agencies and other organizations that assist in the reduction of Catalytic Converter Theft. Include all coverage jurisdictions here | Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations | 10 |
| 1.2.5 | Conduct intelligence information-sharing (Personal attendance) | Number of intelligence meetings attended (include attending as presenter, participant or attendee) | 5 |

| ID | Activity | Measure | Target |
|---------|--|---|--------|
| 1.2.6 | Conduct intelligence information-sharing (Written information) | Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications) | 6 |
| 1.2.7 | Collaborate with other MVCPA taskforces | Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft | 5 |
| 3 | Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Catalytic Converter Theft | | |
| 3.1 | Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens | | |
| 3.1.1 | Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.) | Number of outreaches | 12 |
| 3.1.2 | Conduct educational presentations to the public | Number of presentations. Presentation means in person, on-line, original written document, article, or webpage. | 6 |
| 3.1.4 | Conduct vehicle identification initiative/event | Number of etching events. Including catalytic converters. | 1 |
| 3.1.4.1 | Conduct vehicle identification initiative/event | Number of Participants/Attendees Catalytic Converters Marked) | 20 |
| 3.1.5 | Purchase advertisements in local outlets | Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.) | 5 |
| 3.1.7 | Utilize social media outlets (Facebook, Twitter, Instagram, etc.) | Number of postings in social media outlets | 12 |
| 3.1.8 | Deploy outdoor public notification signage | Number of deployments per month (if sign remains several months, count as 1 deployment per month) | 1 |
| 3.1.10 | Conduct media outreach, including, public service announcements, press releases, and interviews | Number of outreaches | 3 |
| 3.2 | Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property | | |
| 3.2.1 | Conduct law enforcement training (TCOLE) | Number of classes provided for TCOLE credit | 2 |
| 3.2.3 | Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE) | Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices. | 5 |

Grant Evaluation

4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

All activities will be documented in a police report using our departments Tyler RMS. This program provides reliable, accurate, and comprehensive data documentation which will be used to track the target goals.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

The Information documented in 3.1 and 3.4 are the best reflection of the goals of the program.

TxGMS Standard Assurances by Local Governments

☐ We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Print

TXGMS MVCPA Grant Implementation 2017



All Safe Industries, Inc.
10711 Electron Dr
Louisville KY 40299
888-972-3389
www.allsafeindustries.com

Quote
#QUO-28549
Expires 6/4/2025

Bill To

Schertz Police Department
ATTN: Henry Fahnert
1400 Schertz Pkwy
Schertz TX 78154

Ship To

Schertz Police Department
ATTN: Henry Fahnert
1400 Schertz Pkwy
Schertz TX 78154

D&B: 94-269-4308

CAGE: 1FZK7

| Date | Cust Ref# | Terms | Sales Rep | Shipping Method |
|----------|-----------------------------------|--------|---------------|-----------------|
| 5/5/2025 | HGAC Contract #EE11-24 Pricing | Net 30 | Tionna Boston | Freight |

| Qty | Item # | Unit Price | Total Amount |
|-----|---|--------------|--------------|
| 1 | 4231310-201 Advanced Bundle Package (Diesel) Includes: - SkyWatch Two Person (Diesel) Model - FLIR PT 606 HD Thermal Continuous Zoom/CCD, 35 mm, NTSC PTZ Camera including NVR, 24" Monitor, Joystick and Integration - FLIR Day/Night All Weather Dual PTZ Cameras - 3 Additional FLIR Day/IR Staring Cameras including integration - PA System - Roof Mounted Spot Lights (2) | \$261,045.24 | \$261,045.24 |
| 1 | IS-SWTRAININGTE SkyWatch Training - Includes - SkyWatch operational capabilities - Best practices for maintaining and servicing units - Component operational training for any purchased options i.e. cameras, wireless, etc - Manuals and other support information *** NOTE *** Training is mandatory for first-time purchases | \$5,350.00 | \$5,350.00 |

| | |
|---------------------------|--------------|
| Subtotal | \$266,395.24 |
| Discount Total | |
| Est. Shipping Cost | \$6,200.00 |
| Tax Total (0%) | \$0.00 |
| Total | \$272,595.24 |

Quote valid for 30 days unless otherwise noted. Shipping is an estimate and will be prepaid and added to your invoice. Delivery time is estimated as of quote date and may be subject to change.

Henry Fahnert

From: Kevin Cutler <kevin.cutler@flocksafety.com>
Sent: Monday, May 5, 2025 11:09 AM
To: Henry Fahnert
Subject: Flock Safety - Renewal / Quote
Attachments: Schertz PD Quote.pdf

Officer,

So I've attached the quote you requested for 24 LPR cameras on TXDOT poles. That way you will know what the highest end of this deployment would cost and know what to ask for in terms of grant funding. Most likely, you will choose standard locations and this will inevitably lower the installation cost. Each pole not on a TXDOT right of way will decrease by \$650. So the contract is set for a 2 year term and 2 year renewal which is standard. Let me know if eventually this needs to be changed.

On the renewal cost, you are looking at \$120,240 for a 2 year contract renewal. So that breaks down to \$60,120 which is what I spoke to you about on the phone. Let me know if you have any further questions.

--



Kevin Cutler
Account Executive



📞 310-307-6009 🖱️ flocksafety.com



flock safety

Flock Safety + TX - Schertz PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kevin Cutler
kevin.cutler@flocksafety.com
+13103076009

Created Date: 05/05/2025
Expiration Date: 06/04/2025
Quote Number: Q-139163
PO Number:

flock safety



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1400 Schertz Pkwy Schertz, Texas 78154

Ship To: 1400 Schertz Pkwy Schertz, Texas 78154

Billing Company Name: TX - Schertz PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 30

Retention Period: Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

| Item | Cost | Quantity | Total |
|----------------------------------|----------|----------|--------------------|
| Flock Safety Platform | | | \$72,000.00 |
| Flock Safety LPR Products | | | |
| Flock Safety LPR, fka Falcon | Included | 24 | Included |

Professional Services and One Time Purchases

| Item | Cost | Quantity | Total |
|--|------------|----------|-------------|
| One Time Fees | | | |
| Flock Safety Professional Services | | | |
| Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region | \$1,250.00 | 24 | \$30,000.00 |

Subtotal Year 1: \$102,000.00

Annual Recurring Subtotal: \$72,000.00

Estimated Tax: \$0.00

Contract Total: \$174,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

| Billing Schedule | Amount (USD) |
|--------------------------------------|--------------|
| Year 1 | |
| At Contract Signing | \$102,000.00 |
| Annual Recurring after Year 1 | \$72,000.00 |
| Contract Total | \$174,000.00 |

*Tax not included

Product and Services Description

| FlockOS Features | Description |
|--|---|
| Flock Safety LPR, fka Falcon | Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users. |
| Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region | MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance. |

FlockOS Features & Description

| FlockOS Features | Description |
|------------------|-------------|
|------------------|-------------|

RESOLUTION NO. 25-R-061

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF
SCHERTZ, TEXAS AUTHORIZING THE SCHERTZ POLICE
DEPARTMENT TO APPLY FOR THE FY 2026 MOTOR VEHICLE
CRIME PREVENTION AUTHORITY GRANT PROGRAM**

WHEREAS, The Schertz City Council finds it in the best interest of the citizens of the City of Schertz that the FY 2026 Motor Vehicle Crime Prevention Authority Grant be operated for the Fiscal year 2026.

WHEREAS, under the provision of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle burglary and theft; and

WHEREAS, the Schertz City Council is informed that there is a 20% matching fund requirement for said project. At this time, the whole 20% cash match contribution would be no more than \$73,000, however, this amount may be reduced as the application is reviewed and items are removed.

WHEREAS, the Schertz City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the Schertz City Council assures that the funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

WHEREAS, the Schertz City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

WHEREAS, the Schertz Police Department will submit another resolution for approval if the grant is awarded to the Department. The new resolution will include the funds awarded and the scale of the project.

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

Section 1. The City Council hereby approves the submission of the grant application for the FY 2026 Motor Vehicle Crime Prevention Authority Grant and designates Steve Williams, Schertz City Manager, as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application.

Section 2. James Lowery, Schertz Police Chief, is designated as the Program Director and James Walters, Finance Director, is designated as the Financial Officer for this grant.

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

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

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

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

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

Section 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Sheila Edmondson

CITY COUNCIL MEMORANDUM

City Council Meeting: May 20, 2025
Department: Executive Team
Subject: Resolution 25-R-059 - Approval and Presentation of the 2025 Recipient of the Hal Baldwin Scholarship (S.Williams/S.Gonzalez) *Presentation to follow approval*

BACKGROUND

By Resolution No. 09-R-03 in 2009, the City Council established the Hal Baldwin Scholarship. The Hal Baldwin Scholarship Committee, a committee that assists the City Council with the scholarship process, reviewed the applications and recommends the following students as recipients of the 2025 Scholarship:

Kyllysta Dawkins - \$5,000

GOAL

To award the Hal Baldwin Scholarship to a graduating high school senior living in the City of Schertz who desires to pursue a career in public service.

COMMUNITY BENEFIT

The Hal Baldwin Scholarship was created in February 2009 to honor the late Mayor Hal Baldwin for his many years of public service to the City of Schertz.

SUMMARY OF RECOMMENDED ACTION

Adoption of Resolution 25-R-059

FISCAL IMPACT

\$5,000 to come from Hal Baldwin Scholarship Fund. The current balance of the fund is \$173,899.00

RECOMMENDATION

Adoption of Resolution 25-R-059

Attachments

Resolution 25-R-059

RESOLUTION NO. 25-R-059

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING THE 2025 RECIPIENT OF THE HAL BALDWIN SCHOLARSHIP.

WHEREAS, on February 10, 2009, the City Council of the City of Schertz, Texas created the Hal Baldwin Scholarship to honor Mayor Hal Baldwin for his many years of public service to the City of Schertz; and

WHEREAS, this scholarship is awarded to graduating high school seniors who live in the City of Schertz who desire to pursue a career in public service; and

WHEREAS, students desiring to be considered for the Scholarship must attend in person or virtually at least one Schertz City Council meetings, prior to submitting their application; and

WHEREAS, students must submit a statement that describes what the meaning of public service is to them and a statement regarding their educational goals and career intentions that reflects his or her interest in public service; and

WHEREAS, there is a Hal Baldwin Scholarship Committee to assist the City Council with the scholarship process by recommending potential scholarship winners to the City Council; and

WHEREAS, the Scholarship Committee has recommended that Kyllysta Dawkins receive the Hal Baldwin Scholarship for 2025; and

WHEREAS, the City Council hereby finds that awarding Kyllysta the 2025 Hal Baldwin Scholarship serves a public purpose by encouraging and assisting Schertz graduating high school seniors pursue their interest in public service at the collegiate level.

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

Section 1. The City Council hereby awards the 2025 Hal Baldwin Scholarship in the amount of \$5,000 to Kyllysta Dawkins.

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 ____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: May 20, 2025
Department: Executive Team
Subject: Workshop on 12th Flying Training Wing Bird/Wildlife Aircraft Strike Hazard Program. (S.Williams/B.James)

BACKGROUND

Representatives from JBSA-Randolph's 12th Flying Training Wing reached out to city staff to discuss issues they are having with vultures roosting in the Aviation Heights neighborhood. The number of vultures roosting in this area poses a potential hazard for flight operations. The goal of the effort to be undertaken by JBSA's Wildlife Biology Team is to move the vulture roost out of the T-38 flight pattern area - away from housing and low-flying pattern areas. City staff proposed a workshop before City Council to inform them and the public of the effort. City Staff will work over the next few months to inform the public of this effort through various sources such as the City's website, Schertz Magazine, Social Media, etc.

Attachments

BASH Presentation



Schertz City Council Workshop



Untamed, Unrivaled



**WS Wildlife
Services**

Protecting People | Protecting Agriculture | Protecting Wildlife

12th Flying Training Wing Safety Officer
USDA Wildlife Services Biologist



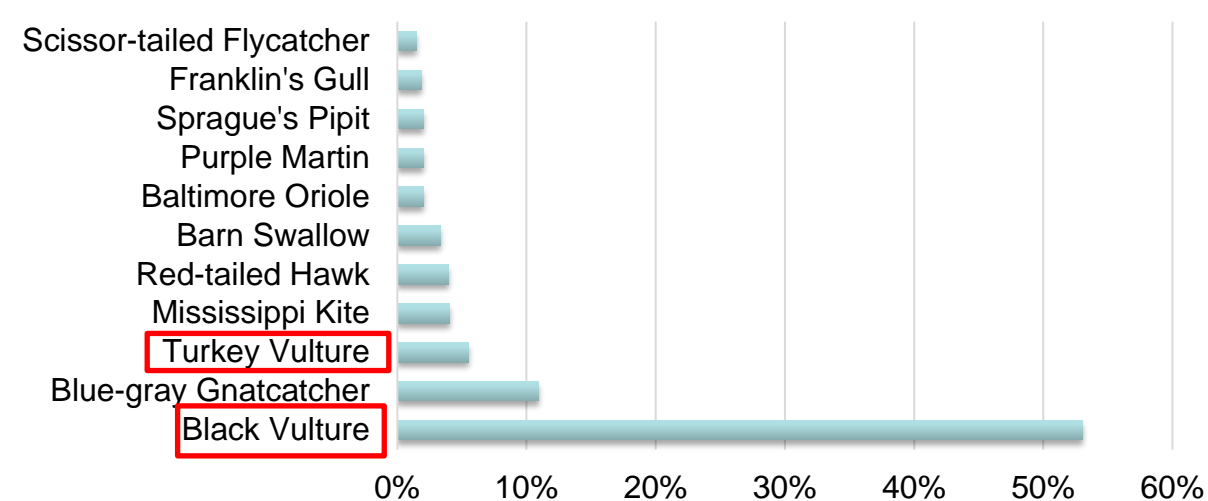
Realized Risk Analysis



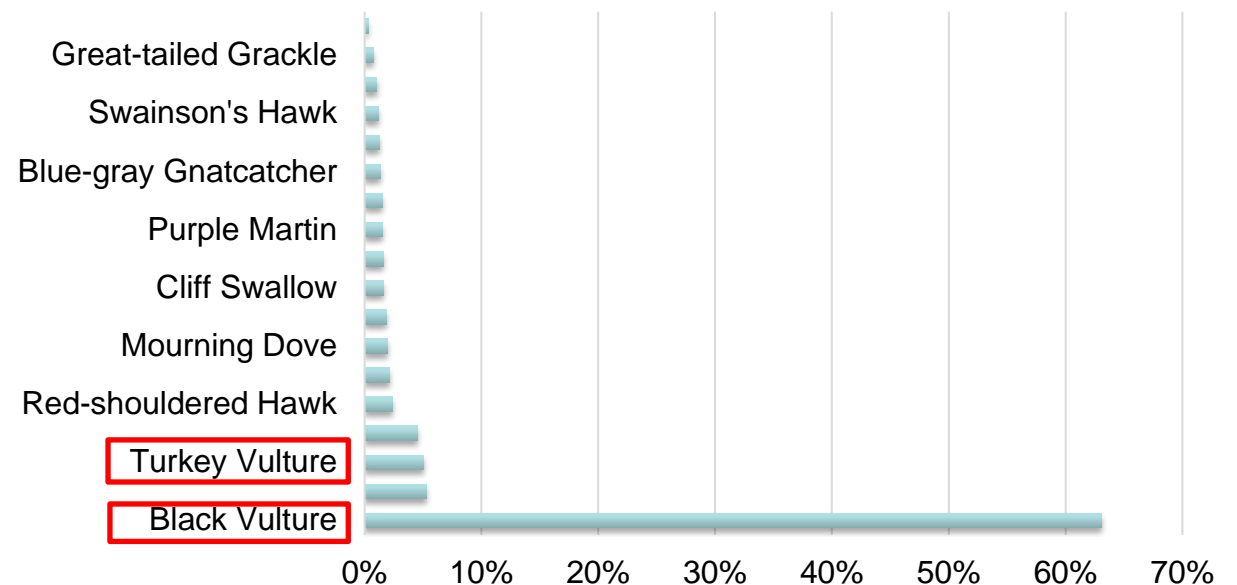
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- Strike data from Randolph between Jan 2020 – Mar 2025
- Overall Known Avian Risk- Calculated using frequency of strikes per species, and species' Relative Hazard Score (RHS).
 - RHS based on species body mass, historic strike damage data, and airframe types.

Percent of Overall Known Avian Risk (T-6)



Percent of Overall Known Avian Risk (T-38)



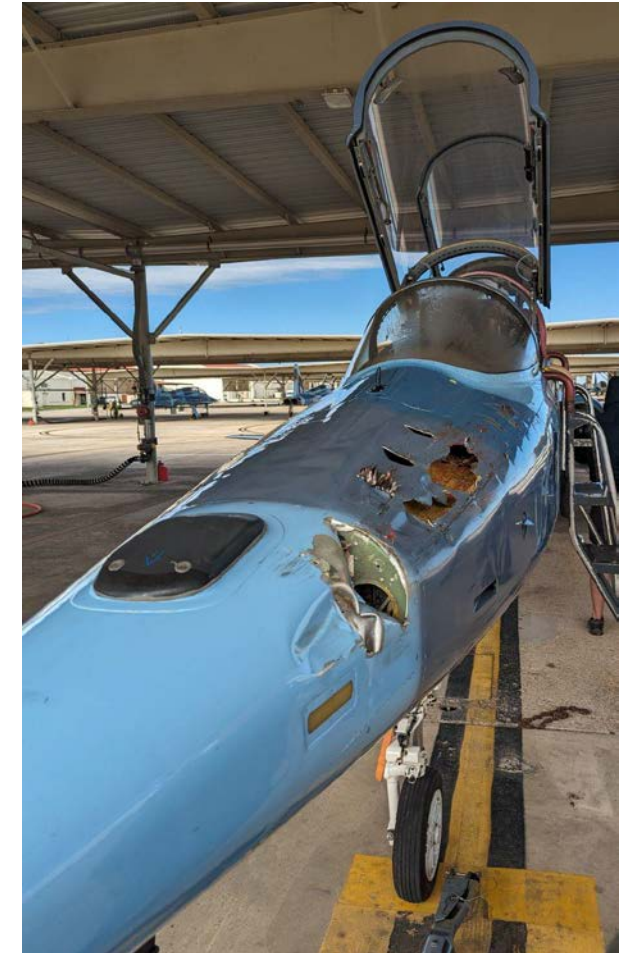


Vulture Strike Damage



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- Vulture strikes are some of our most dangerous and expensive bird strikes.





Known Threats

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- Difficult to disperse in flight
- Currently conducting dispersal/take at Beck Landfill
- Roosts (50+ Vultures) identified in Schertz and Cibolo

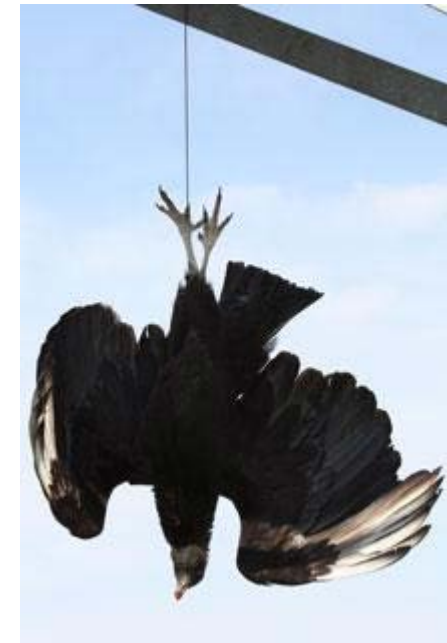




Mitigation Techniques



- Pyrotechnics – Preferred
- Paintball Guns
- Lasers
- Vulture Effigies
- Clapper Boards





Logistics



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- Goal: Move vulture roost out of T-38 Pattern area, ideal location away from housing and low-flying pattern areas.
- Time frame: Multi-month/multi-year project. Dispersal work conducted around sunset, lasting 1-2 hours.
- Frequency: 1-3 evenings a week, may increase/decrease seasonally.

