



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
September 24, 2019**

**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, SEPTEMBER 24, 2019 at 6:00 p.m.**

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

Presentations

- Proclamation recognizing Fire Prevention Week October 6 - 12, 2019.
- Proclamation recognizing Domestic Violence Awareness Month.

Employee Recognition

- Recognition of Lt. Manny Casas graduating the FBI National Academy.
- Recognition of Kyle Kinaterer, Executive Director Economic Development.

City Events and Announcements

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

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof.

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

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

Consent Agenda Items

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

- 1. Minutes** – Consideration and/or action regarding the approval of the minutes of the regular City Council meetings dated September 3, 2019 and September 10, 2019. (B. Dennis)
- 2. Calling a Special Meeting November 18, 2019** – Consideration and/or action calling a special meeting on Monday, November 18, 2019 to canvass the results of the November 5, 2019 General and Special Election and call a Runoff Election if necessary. (M. Browne/Mayor/Council/B. Dennis)
- 3. Resolution No. 19-R-126** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing Memorandums of Understanding with the Texas Department of Public Safety, for the purpose of obtaining a certification of commercial vehicle enforcement authority and other matters in connection therewith. (C. Kelm/M. Hansen)
- 4. Resolution No. 19-R-131** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter an Interlocal Agreement for Wholesale Treatment of Wastewater Services between the City of Schertz and the Cibolo Creek Municipal Authority (CCMA) regarding the Northcliffe Wastewater Plant currently operated by Guadalupe Blanco River Authority (GBRA). (C. Kelm/J. Hooks)
- 5. Resolution No. 19-R-132** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$71,822.30 for design, bid, and construction phase engineering services for the FM 1103 Water and Waste-water line relocation project in advance of the FM 1103 road widening project. (C. Kelm/J. Hooks)
- 6. Resolution No. 19-R-133** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$147,724.00 for design, bid, and construction phase engineering services for the East Live Oak Pump Additions Project, and other matters in connection therewith. (C. Kelm/J. Hooks)

7. **Resolution No. 19-R-137** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the nomination of Mr. Daryl John for the Guadalupe County Appraisal District Board of Directors, and other matters in connection therewith. (B. Dennis)
8. **Resolution No. 19-R-138** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the nomination of J. Keith Hughey for the Bexar County Appraisal District Board of Directors and other matters in connection therewith. (B. Dennis)
9. **Resolution No. 19-R-139** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the nomination of Dan Krueger for the Comal County Appraisal District Board of Directors, and other matters in connection therewith. (B. Dennis)
10. **Resolution No. 19-R-110** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to extend the existing contracts for landscape maintenance of medians, parkways, and public grounds, with Maldonado Nursery and Landscaping and ACE CO. for up to three (3) one (1) year extensions. (B. James/L. Shrum)
11. **Resolution No. 19-R-104** - Consideration and/or action approving a Resolution authorizing the sixth amendment to the Interlocal Agreement with the Alamo Area Council of Governments (AACOG) to provide funding of \$42,666.00 for Transit Services in the City of Schertz. (B. James)
12. **Resolution No. 19-R-135** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the purchase of equipment for A/V Upgrades for the Schertz Civic Center in an amount not to exceed \$235,150 with Summit Integration Systems. (S. Gonzalez/E. Matlock)
13. **Resolution No.19-R-127** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (B. James/J. Walters)

Workshop

14. Discussion of potential refunding opportunity of outstanding SAWS contract Revenue Bonds of the Schertz/Seguin Local Government Corporation to achieve debt service saving on the bonds and therefore annual savings to SAWS. (M.Browne/B. James/J. Walters/M. McLiney)

Discussion and Action Items

15. **Resolution No. 19-R-129** - Consideration and/or action approving a Resolution 19-R-129 authorizing and approving a revised election contract with the Guadalupe County Election Administrator for the conduct of our November 5, 2019, General election for the purpose of electing Councilmembers for Place 1, Place 2, and for Mayor for a three term and a Special election for the purpose of electing a Councilmember for Place 4 for the remaining year of the expired term. (M. Browne/Mayor-Council/B. Dennis)
16. **Resolution No. 19-R-130** - Consideration and/or action approving a Resolution authorizing and approving an Election contract with Comal County Clerk Bobbie Koepp for the conduct of our November 5, 2019, General Election for the purpose of electing Councilmembers for Place 1, Place 2 and for Mayor for a three-year term and a Special Election for the purpose of electing a Councilmember for Place 4 for the remaining year of the unexpired term. (M. Browne/Mayor-Council/B. Dennis)
17. **Ordinance No. 19-T-26** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the FY 2018-19 Budget to transfer personnel budgets between departments, repealing all ordinances or parts of ordinances in conflict with this ordinance; declaring an emergency; and providing an effective date. (M. Browne/J. Walters) ***First and final reading.***
18. **Resolution No. 19-R-134**- Consideration and/or action approving a Resolution authorizing Professional Service Agreements with Ford Engineering, Inc., Halff Associates, Inc., Kimley-Horn and Associates, Inc., and Utility Engineering Group, PLLC, for on-call engineering services and all matters in connection therewith. (B. James/K. Woodlee)

Public Hearings

19. **Ordinance 19-S-25** - Conduct a public hearing and consideration and/or action approving an Ordinance on a request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 8.5 acres of land, more specifically described as the northwest corner of the intersection between IH-35 and Schwab Road, City of Schertz, Comal County, Texas (B. James/L. Wood/N. Koplyay) ***First Reading.***

Roll Call Vote Confirmation

Requests and Announcements

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

- 20.** Corbett Elevated Water Storage Tank Logo Rendering. (K. Woodlee/S. McClelland)
- 21.** **Election notice** - City of Schertz Joint/General and Special Election notice with Bexar, Comal and Guadalupe Counties - for the purpose of electing Councilmembers in Place 1, Place 2 and for Mayor for a three-year term beginning November 2019 and ending November 2022 and for a Special Election to fill the vacancy of the unexpired term for Councilmember Place 4. (M. Browne/Mayor-Council/B. Dennis)

Adjournment

CERTIFICATION

I, GAYLE WILKINSON, DEPUTY CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 20th DAY OF SEPTEMBER 2019 AT 4:15 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

GAYLE WILKINSON

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 _____, 2019. 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 Carpenter Main Street Committee	Councilmember Scagliola – Place 5 Interview Committee for Boards and Commissions -
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	Alternate Hal Baldwin Scholarship Committee Schertz-Seguin Local Government Corporation Cibolo Valley Local Government Corporation - Alternate
Councilmember Davis– Place 1 Audit Committee Schertz Housing Authority Board Interview Committee for Boards and Commissions Main Street Committee – Chair TIRZ II Board	Councilmember Gutierrez – Place 2 Audit Committee Investment Advisory Committee Interview Committee for Boards and Commissions
Councilmember Larson – Place 3 Main Street Committee – Vice Chair	Councilmember Edwards – Place 4 Interview Committee for Boards and Commissions Cibolo Valley Local Government Corporation Main Street Committee
Councilmember Heyward – Place 6 Schertz Animal Services Advisory Commission Investment Advisory Committee	Councilmember Brown – Place 7 Audit Committee Schertz-Seguin Local Government Corporation - Alternate

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the regular City Council meetings dated September 3, 2019 and September 10, 2019. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on September 3, 2019 and September 10, 2019.

RECOMMENDATION

Recommend Approval.

Attachments

09-03-2019 draft minutes

09-10-2019 draft minutes

DRAFT

MINUTES REGULAR MEETING September 3, 2019

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on September 3, 2019, 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 Michael Carpenter; Mayor Pro-Tem Tim Brown; Councilmember Mark Davis; Councilmember Ralph Gutierrez; Councilmember Scott Larson; Councilmember Cedric Edwards; Councilmember David Scagliola; Councilmember Allison Heyward

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

Call to Order – City Council Regular Session

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

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Mayor Pro-Tem Tim Brown)

Presentations

- Proclamation recognizing National Payroll Week. (M. Carpenter/K. Brown)

Mayor Carpenter read the proclamation and gave Andrea Jones, a member of the Alamo Chapter American Payroll Association, a chance to make comments and presented her with the proclamation.

Employee Recognition

- EMS Department - Tanner Buckley, Jansin Williams - EMT Tyler Kunz, - Part-Time EMT

EMS Operations Manager Brandon Hill introduced his new personnel giving a brief bio of each.

- Marshal's Division - Rebecca Vera - Sanitarian; Chris Wilson part-time kennel technician

Lieutenant Steve Pulaski introduced Sanitarian Rebecca Vera giving a brief bio.

Sergeant Steve Solitto introduced part-time kennel tech Chris Wilson giving a brief bio.

- Library - Caira Spenrath - Part-Time Library Clerk

Library Director Melissa Uhlhorn introduced part-time library clerk Caira Spenrath giving a brief bio.

Mayor Carpenter welcomed all the new employees to the City of Schertz.

City Events and Announcements

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

Assistant City Manager Charles Kelm made the following announcements:

Wednesday September 4

6:00 pm in the Community Center

Next Dodge Ball game - Drop ins are welcome and encouraged

Saturday September 7

Pickerel Park from 12:00 pm to 4:00 pm

Paws in the Pool

Tuesday September 10

Schertz Council Chambers at 6:00 pm

Next regular City Council Meeting

Thursday September 12

Schertz Civic Center at 6:30 pm

Volunteer Appreciation Banquet

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

None at this time.

- Announcements and recognitions by the Mayor (M. Carpenter)

None at this time.

Hearing of Residents

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Mayor Carpenter recognized the following resident to speak:

Dana Eldridge - 2628 Gallant Fox Dr. - Gave his thoughts on filling out election forms.

Consent Agenda Items

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The following Consent items were read into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of August 27, 2019. (B. Dennis)
2. **Resolution No.19-R-112** Consideration and/or action approving a Resolution authorizing and approving a professional services agreement with Sledge Engineering LLC and AG|CM for On-Call Owner's Representative and Project Management Services and all matters in connection therewith. (B. James/K. Woodlee/J. Gohlke)

3. **Resolution No. 19-R-114** - Consideration and/or action authorizing a Resolution by the City Council of the City of Schertz, Texas, authorizing veterinarian services with Cibolo Small Animal Hospital, with services rendered not to exceed \$75,000. (C. Kelm/M. Bane)
4. **Resolution 19-R-108** - Consideration and/or action approving the Resolution by the City Council of the City of Schertz, Texas authorizing an agreement for management services between the City of Schertz and the Schertz/Seguin Local Government, and other matters in connection therewith. (C. Kelm/A. Beard)
5. **Ordinance No. 19-A-21**- Consideration and/or action for an Ordinance on a request for voluntary annexation of approximately 58 acres of land located approximately 1000 feet west of the intersection of Engel Road and private street, Big John Lane, Guadalupe County, Texas. (B. James, L. Wood, E. Delgado) *Final Reading*
6. **Ordinance No. 19-S-20**- Consideration and/or action for an Ordinance on a request to rezone approximately 64 acres of land to Planned Development District (PDD). The subject property is contiguous to the existing Parklands Planned Development, and approximately 1000 feet west of the intersection of Engel Road and private street, Big John Lane, Guadalupe County, Texas. (B. James, L. Wood, E. Delgado) *Final Reading*
7. **Cancellation of the October 1, 2019, October 8, 2019 and November 5, 2019 Council Meetings** - Consideration and/or action cancelling the October 1, 2019 City Council meeting due to National Night Out, cancelling the October 8, 2019 City Council meeting due to the Texas Municipal League Conference in San Antonio and cancelling the November 5, 2019 City Council meeting due to the election. (M. Browne/B. Dennis)

Moved by Councilmember Cedric Edwards, seconded by Councilmember Ralph Gutierrez to approve consent agenda items 1-7.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis,
Councilmember Ralph Gutierrez, Councilmember Scott Larson,
Councilmember Cedric Edwards, Councilmember David Scagliola,
Councilmember Allison Heyward

Passed

Discussion and Action Items

The following item was read into record:

8. **Resolution No. 19-R-116** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, calling a special election to be held on November 5, 2019 for the purpose of electing a Councilmember for place 4 for the remaining year of the unexpired term and making provision for the conduct of the election; authorizing contracts with the elections administrators of Bexar and Guadalupe counties to conduct this election; authorizing the election to be held as a joint election; resolving other matters incident and related to such election; and declaring an effective date. (Mayor/Council/D. Santee)

Mayor Carpenter recognized City Secretary Brenda Dennis who gave an explanation for the special election for place 4 for the remaining unexpired term of Councilmember Place 4 and answered questions from Council.

Moved by Councilmember Cedric Edwards, seconded by Councilmember David Scagliola to approve Resolution No. 19-R-116.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis,
Councilmember Ralph Gutierrez, Councilmember Scott Larson,
Councilmember Cedric Edwards, Councilmember David Scagliola,
Councilmember Allison Heyward

Passed

The following item was read into record:

9. **Nominations for Candidates** - Consideration and/or action to nominate candidate(s) for Guadalupe Appraisal District Board of Directors. (Mayor/Council/B. Dennis)

Mayor Carpenter recognized City Secretary Brenda Dennis who explained the nominations for Guadalupe, Bexar and Comal Appraisal District Board of Directors.

Mayor Carpenter asked Council to consider casting their votes for a former member of this Council and our current Guadalupe County Tax Assessor/Collector, Daryl John, who currently serves as the Secretary of the Appraisal Board.

Mayor Carpenter asked if there were any other nominations. There were not.

Mayor Carpenter asked City Secretary Brenda Dennis to prepare a Resolution for the Guadalupe Appraisal District Board of Directors nominee, Daryl John.

No action taken at this time.

The following item was read into record:

- 10. Nominations for Candidates** - Consideration and/or action to nominate candidate(s) for Bexar Appraisal District Board of Directors. (Mayor/Council/B. Dennis)

Mayor Carpenter asked if there were any recommendations from Council. There was not. Mayor Carpenter recommended that Council cast their vote for J. Keith Hughey who has been on that board and has served for a number of years.

Mayor Carpenter asked City Secretary Brenda Dennis to prepare a Resolution for the Bexar Appraisal District Board of Directors nominee, J. Keith Hughey.

No action taken at this time.

The following item was read into record:

- 11. Nominations for Candidates** - Consideration and/or action to nominate candidate(s) for the Comal Appraisal District Board of Directors. (Mayor/Council/B. Dennis)

Mayor Carpenter asked if there were any recommendations from Council. There was not. Mayor Carpenter recommended that Council cast their vote for Dan Krueger who is currently serving as Chair of that board.

Mayor Carpenter asked City Secretary Brenda Dennis to prepare a Resolution for the Comal Appraisal District Board of Directors nominee, Dan Krueger.

No action taken at this time.

The following item was read into record:

- 12. Resolution No. 19-R-113** Consideration and/or action approving a Resolution authorizing and approving amendments to the Planning and Zoning Commission Bylaws (B. James/L. Wood/B. Cox/E. Delgado)

Mayor Carpenter recognized Senior Planner Bryce Cox who provided a power point and explanation of the revised Bylaws for the Planning and Zoning Commissions.

Moved by Mayor Michael Carpenter, seconded by Mayor Pro-Tem Tim Brown to approve Resolution No. 19-R-113.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis,
Councilmember Ralph Gutierrez, Councilmember Scott Larson,
Councilmember Cedric Edwards, Councilmember David Scagliola,
Councilmember Allison Heyward

Passed

Public Hearings

- 13. Ordinance No. 19-S-22** Conduct a public hearing and consideration and/or action on an Ordinance for amendments to the Schertz Code of Ordinances, Chapter 18 Building and Building Regulations and Part III Unified Development Code (UDC), including Article 3 Boards, Commissions, and Committees, Article 4 Procedures and Applications, Article 8 Special Uses and General Regulations, Article 9 Site Design Standards, and Article 12 Subdivisions. (B. James, L. Wood, B. Cox, E. Delgado, N. Koplyay) ***First and Final Reading and Declaring an Emergency***

The following item was read into record:

Ordinance No. 19-S-22 - An Ordinance by the City Council of the City of Schertz, Texas, amending Part III, Schertz Code of Ordinances, The Unified Code (UDC) including article 3 Boards, Commissions, and Committees, Article 4 procedures and applications, Article 8 Special Uses and General Regulations, Article 9 Site Design Standards, and Article 12 Subdivisions and Schertz Code of Ordinances Chapter 18 Building and Building Regulations; Repealing all Ordinances or parts of Ordinances in conflict with this Ordinance; providing a Severability Clause; and providing and effective date; and declaring an emergency.

Mayor Carpenter recognized Planner 1 Emily Delgado and Senior Planner Bryce Cox who gave a Power Point and explanation of the amendments to the City of Schertz Unified Development Code.

Mayor Carpenter opened the Public Hearing and as there was no one that spoke, Mayor Carpenter closed the Public Hearing.

Mayor Carpenter opened up Council for questions. Senior Planner Bryce Cox and City Manager Dr. Browne answered questions from Council.

Mayor Carpenter thanked and congratulated Planning and Community Development for their hard work on this project and expounded on his view of the Legislature imposing a continual effort to erode local decision-making.

Moved by Mayor Michael Carpenter, seconded by Councilmember Cedric Edwards to approve Ordinance No. 19-S-22 First and Final Reading and Declaring an Emergency.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis,
Councilmember Ralph Gutierrez, Councilmember Scott Larson,
Councilmember Cedric Edwards, Councilmember David Scagliola,
Councilmember Allison Heyward

Passed

The following item was read into record:

- 14. Public Hearing on Proposed Budget for FY 2019-20** - Conduct a public hearing and presentation regarding the adoption of the FY 2019-20 Budget. (*Second public hearing*) (M. Browne/B. James/J. Walters)

Mayor Carpenter recognized Finance Director James Walters who provided a Power Point and explanation on the proposed budget for FY 2019-20.

City Manager Dr. Browne stopped the presentation to give an update on our health insurance renewal. The renewal rate has been proposed by our insurance company as a 21.6% increase. We budgeted for a 10% increase. We are exploring strategies to make up for the short fall. The dollar amount comes out to about \$150,000.00. Last year the City went out for new proposals and changed insurance companies. We would like to maintain the relationship with our current insurance company if possible and keep our existing benefits for our employees.

Finance Director James Walters continued his presentation on the proposed budget for 2019-20.

Mayor Carpenter opened the Public Hearing and as there was no one that spoke, Mayor Carpenter closed the Public Hearing.

Mayor Carpenter opened up Council for questions. Finance Director James Walters and City Manager Dr. Browne answered questions from Council.

No action taken at this time.

15. **Ordinance No. 19-T-23** – Consideration and/or action approving an Ordinance adopting a budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020. ***First Reading*** (B. James/J. Walters)

The following item was read into record:

Ordinance No. 19-T-23 - An Ordinance adopting a budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020, in accordance with the charter of the City of Schertz, Texas; providing for the filing of the budget; providing that this Ordinance shall be cumulative of all Ordinances; providing a severability clause; and providing an effective date.

Mayor Carpenter recognized Finance Director James Walters to answer questions from Council. There were none.

Moved by Councilmember Scott Larson, seconded by Mayor Pro-Tem Tim Brown to approve Ordinance No. 19-T-23.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis,
Councilmember Ralph Gutierrez, Councilmember Scott Larson,
Councilmember Cedric Edwards, Councilmember David Scagliola,
Councilmember Allison Heyward

Passed

The following item was read into record:

16. **Public Hearing on the Proposed Tax Rate** - Conduct a public hearing regarding the adoption of the FY 2019-20 Tax Rate. (*Second required public hearing*) (M. Browne/B. James/J. Walters)

Mayor Carpenter recognized Finance Director James Walters who provided a Power Point and explanation of the Proposed Tax Rate per section 26.05 (b) of the Tax Code, the Tax Rate can only be adopted with more than 60% of the votes in favor of the proposed Tax Rate. Since Schertz has 7 voting Councilmembers, 5 members must vote in favor of the Tax Rate for it to pass.

Mayor Carpenter opened the Public Hearing and as there was no one that spoke, Mayor Carpenter closed the Public Hearing.

No action was taken at this time.

The following item was read into record:

17. **Ordinance No. 19-T-24** – Conduct a public hearing and consideration and/or action approving an ordinance approving the appraisal roll; setting the tax rate; levying and assessing general and special ad valorem taxes for the use and support of the municipal government of the city of Schertz, Texas. ***First Reading*** (B. James/J. Walters)

Mayor Carpenter recognized Finance Director James Walters who recommended continuing with the existing rate of \$0.5146.

Moved by Mayor Pro-Tem Tim Brown, seconded by Councilmember Allison Heyward to approve Ordinance No. 19-T-24.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember Cedric Edwards, Councilmember Allison Heyward

NAY: Councilmember David Scagliola

Passed

Roll Call Vote Confirmation

City Secretary Brenda Dennis provided roll call confirmation for items 1-8, 12-13, 15 & 17.

Councilmember Edwards asked for clarification on the Schertz voters in Comal County in the election.

City Secretary Brenda Dennis clarified at this time Guadalupe County Election Administrators is going to be handling our Comal County two precincts. At this time she had not heard back from Comal County about the approval of possible vote centers in Comal County. They are waiting for approval from the Secretary of State. If the vote centers are approved, the City Secretary will come back with a contract to run our Comal County precincts.

Workshop

18. **City Council Rules of Conduct and Procedure** - Discussion and possible action regarding the City Council Rules of Conduct and Procedure. (Mayor/Council)

Mayor Carpenter discussed the effects of House Bill 2840 and clarified we don't need to change our current practice as long as we have our hearing of residents occur before any action items. He also discussed House Bill 2840

subsection e - a governmental body may not prohibit public criticism of the governmental body including criticism of any act, omission, policy, procedure, program or service. The subsection does not apply to public criticism that is otherwise prohibited by law. Mayor Carpenter asked our Legal Counsel, Dan Santee to look at our Rules of Procedure and make sure the language we have now saying that everything has to be directed to the body is still okay or if we need to amend that language.

Councilmember Edwards stated because of decorum, if someone is attacking a Councilmember we should at least be able to give a rebuttal. He asked that this also be checked into. Mayor Carpenter asked Legal Counsel, Dan Santee to also review this issue.

Mayor Carpenter also suggested Council consider going back and re-visiting the decision that was made that says any given Council Member as an individual may place an item on the agenda and the chair will not entertain any objections.

Requests and Announcements

- Announcements by the City Manager.

None at this time.

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

None at this time.

- Announcements by Mayor and Councilmembers

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

Councilmember Gutierrez attended the following events:

- SCUCISD Budget Meeting

Councilmember Heyward attended the following events:

- JBSA Luncheon

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

19. Monthly update on major projects in progress/CIP. (B. James/K. Woodlee)

Adjournment

As there was no further business Mayor Carpenter adjourned at 7:57 pm.

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

DRAFT

MINUTES REGULAR MEETING September 10, 2019

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on September 10, 2019, 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 Michael Carpenter; Mayor Pro-Tem Tim Brown; Councilmember Mark Davis; Councilmember Ralph Gutierrez; Councilmember Scott Larson; Councilmember David Scagliola; Councilmember Allison Heyward

Absent: Councilmember Cedric Edwards due to family illness

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

Call to Order – City Council Regular Session

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

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

Presentations

1. Guadalupe Regional Medical Center - Prescription Assistance report. (Mayor/Council/J. Riggs)

Mayor Carpenter recognized Dr. Riggs who thanked the City of Schertz for their contribution and gave a brief overview of their program and financial status.

Mayor Carpenter thanked Dr. Riggs for their program and the great service they provide our City.

Mayor Carpenter moved to Hearing of Residents.

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

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

Mayor Carpenter recognized the following residents:

Rosemary Scott - 3576 Olde Moss - Rosemary spoke about an anonymous complaint that her election signs did not have a place number on it. She called the Texas Ethics Commission, and they said that was a question they get a lot. They also stated you didn't have to have the place number as long as you have the title for which you are running. Rosemary suggested putting a link on our Schertz website to the election code for those who are running or maybe something in the Schertz Magazine. ***(A note: the link Rosemary requested to be placed on our website was placed on the left-hand side of the City Secretary's page September 11, 2019.)*** Rosemary also expressed she was thrilled about the grant from Walmart for the Library. Rosemary concluded expressing her opinion about the need for Council to work together and commented on how our Council seemed to be a civil group.

Maggie Titterington - 1730 Schertz Parkway - gave the following updates:

- August 17, 2019, at 11:30 am at the Civic Center - Chamber Luncheon with FBI Agent Greg Garza whose topic is Cyber Crime.
- October 9, 2019, at 6:00 pm to 7:30 pm at the Bluebonnet Room at the Schertz Civic Center - Schertz meet the Candidates. Jay Johnson with J2 Leadership will be our moderator for this event. Maggie also thanked their sponsor for this event Randolph Brooks Federal Credit Union and Mattenga's Pizzeria for delivering pizza to this event.
- October 16, 2019, at 8:00 am to 11:00 pm at the Noble Event Center, 203 South Main Street in Cibolo - The last EPIC Business Education Series "Effective Feedback" will be facilitated by Direct Development CEO Craig

Krause.

Maggie also took the time to give a "shout out" to Assistant City Manager Brian James and all the staff in permitting and inspections for helping local businesses in their final inspections. She commented on how wonderful it is how the City of Schertz works with local businesses to get them where they need to be.

Mayor Carpenter moved to go into closed session at 6:12 pm.

Closed Session

City Council will meet in Closed session under Section 551.071 of the Texas Government Code, Consultation with the City Attorney regarding the Writ of Mandamus filed in the 4th Court of Appeals titled In Re Cedric Bertnell Edwards, Sr.

Reconvene into Regular Session

Mayor Carpenter reconvened into regular session at 6:29 pm.

City Events and Announcements

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

Assistant City Manager Brian James announced the following:

Election notice:

The City of Schertz will be holding a Joint General and Special Election on November 5, 2019, for the purpose of electing Councilmembers for Place 1, Place 2 and for Mayor and for a Special Election to fill the vacancy of the unexpired term for Councilmember Place 4.

For the Special Election: Any candidate desiring to have his or her name on the Official Ballot for said Special Election shall, no sooner than September 3, 2019, and no later than September 26, 2019, by 5:00 p.m., file with the City Secretary an application in writing in the form prescribed by the Texas Election Code requesting that his or her name be placed on the Official Ballot and declaring as a candidate for the unexpired term for Councilmember Place 4. (Candidate packets can be found on line on our city website and in the City Secretary's office.)

Information regarding Early Voting and Election Day Vote Centers for Comal, Guadalupe and Bexar County will be available on the city's website.

Library notice:

To mark the beginning of the school year and as a way of highlighting all the resources available to the public through their libraries, September is National

Library Card Sign-Up Month. If you need to get a library card or renew your current card, stop by the library with your photo ID and proof of current address or fill out an online application at schertzlibrary.org.

Wednesday, September 11

Adult Dodgeball

Community Center 6:00 pm – 10:00 pm

Games will be held each Wednesday thru October 16th.

Registration is required and cost \$5 per person, per night. Contact the Parks & Recreation office at x1850 for more information.

Thursday, September 12

Northeast Partnership Meeting

Olympia Hills Golf and Conference Center 11:30 am

Thursday, September 12

Volunteer Appreciation Banquet

Schertz Civic Center 6:30 pm

Saturday, September 14

Schertz EMS CPR & First Aid Training

EMS Training Room 9:00 am – 4:00 pm

The cost is \$30 for one course or \$50 for two courses. Call x1410 for more information.

Saturday, September 14

Crescent Bend Nature Park Celebrates 10 Years.

12805 Schaefer Road 9:00 am – 2:00 pm

Get wildlife photography tips, learn about native plants, go on a birding walk, and much more. Contact the Parks & Recreation office at x1850 for more information.

Monday, September 16

Pizza with the Police

Mattenga's Pizzeria-6044 FM 3009 / 5:00 pm – 8:00 pm

Enjoy pizza and conversation with your local Police Officers. Mattenga's will be donating 30% of sales to the Guadalupe Children's Advocacy Center.

Tuesday, September 17

Chamber Luncheon

Schertz Civic Center 11:30 am

Wednesday, September 18

South Texas Blood and Tissue Center Blood Drive

Community Center parking lot 8:00 am – 12:00 pm

Contact Tyler Bowker x1410 to make an appointment

Tuesday, September 24
City Council Meeting
Council Chambers 6:00 pm

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

City Manager Dr. Browne congratulated the Parks Department and Director of Parks, Rec. & Community Services Lauren Shrum on a fantastic Pets in the Pool event. They had almost 200 hundred dogs at that event.

City Manager Dr. Browne remarked on the new Fire Station on Lower Seguin Road as being a fantastic facility with a grand opening planned for November 2019.

- Announcements and recognitions by the Mayor (M. Carpenter)

None at this time.

Consent Agenda Items

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

The following Consent items were read into record:

2. Resolution No. 19-R-124 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the selection of Tyler Technologies to use their enhanced utility customer portal software product. (B. James/J. Walters)
3. Resolution No. 19-R-120 - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to extend the contract with Selrico Services for three (1) one year extensions at \$114,000 per fiscal year, for a total not to exceed of \$342,000, to provide the congregate meal program at the Schertz Area Senior Center. (B. James/L. Shrum)
4. Resolution No. 19-R-121 - Consideration and/or action approving a Resolution authorizing an agreement for Provisions of Professional Services between the City of Schertz and the City of Schertz Economic Development Corporation. (M. Browne/K. Kinatader)

5. Resolution No. 19-R-111 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a publicity and tourism agreement and a commercial lease agreement for the Kramer House with The Chamber (Schertz-Cibolo-Selma Area).
6. Resolution 19-R-122 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into an agreement for custodial cleaning service contracts with Brett Systems, Inc., BDA Vanguard Cleaning Systems. (C. Kelm/T. Buckingham)
7. Resolution No. 19-R-125 - A resolution by the city council of the City of Schertz, Texas authorizing expenditures with Lowe's for an amount not to exceed \$55,000.00 for supplies during the 2018-2019 fiscal year. (C. Kelm/J. Golke)
8. Resolution No. 19-R-119 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an Interlocal Agreement with Bexar County, Texas for the purpose of a regional records management system and other matters in connection therewith. (C. Kelm/M. Hansen)

Moved by Councilmember David Scagliola, seconded by Mayor Pro-Tem Tim Brown to approve consent agenda items 2 - 8.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember David Scagliola, Councilmember Allison Heyward

Passed

Discussion and Action Items

9. **Ordinance No. 19-T-23** – Consideration and/or action approving an Ordinance adopting a budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020. ***Final Reading*** (B. James/J. Walters)

The following was read into record:

Ordinance No. 19-T-23 - An Ordinance adopting a budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020, in

accordance with the charter of the City of Schertz, Texas; providing for the filing of the budget; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date.

Mayor Carpenter asked Finance Director James Walters if there were any changes made to the budget. Mr. James replied - The General Fund delayed the hiring of the 9 new personnel to accommodate the insurance increase. Water & Sewer will use its revenue stream to cover the insurance increase. Guadalupe County told us they would be cutting their funding for our library. Late last week we received word they will keep the previous funding level with no cuts. Staff the estimated \$30,000 additional back into the Library budget.

Moved by Mayor Michael Carpenter, seconded by Councilmember Mark Davis to approve Ordinance 19-T-23 Final Reading.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember David Scagliola, Councilmember Allison Heyward

Other: Councilmember Cedric Edwards due to family illness (ABSENT)

Passed

Mayor Carpenter moved to item number 11 before item number 10.

11. Resolution No. 19-R-123 – Consideration and/or action approving a resolution ratifying the property tax increase reflected in the Adopted Budget for FY 2019-20. (M. Browne/J. Walters)

The following was read into record:

Resolution No. 19-R-123 - A Resolution by the City Council of the City of Schertz, Texas ratifying the property tax increase reflected in the adopted budget for fiscal year 2019-20, and other matters in connection therewith.

Mayor Carpenter asked Finance Director James Walters if there were any changes made. Mr. Walters stated we were not changing the tax rate so there were no changes.

Moved by Mayor Michael Carpenter, seconded by Councilmember Ralph Gutierrez to approve Resolution No. 19-R-123.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember Allison Heyward

NAY: Councilmember David Scagliola

Other: Councilmember Cedric Edwards due to family illness (ABSENT)

Passed

The following item was read into record:

- 10. Ordinance No. 19-T-24** – Consideration and/or action approving an ordinance approving the appraisal roll; setting the tax rate; levying and assessing general and special ad valorem taxes for the use and support of the municipal government of the city of Schertz, Texas. ***Final Reading*** (B. James/J. Walters)

Mayor Carpenter asked Finance Director James Walters to walk us through the tax rate so it will be clear. Mr. Walters gave a brief explanation and Power Point of our tax rate for 2019-20.

Moved by Councilmember Mark Davis, seconded by Councilmember Ralph Gutierrez that the property tax rate be increased by the adoption of a tax rate of (\$0.5146), which is effectively a (1.76%) increase in the tax rate.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember Allison Heyward

NAY: Councilmember David Scagliola

Other: Councilmember Cedric Edwards due to family illness (ABSENT)

Passed

The following item was read into record:

- 12. Resolution No. 19-R-117** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, TX authorizing the purchases of Watchguard Video Equipment in an amount not to exceed one hundred seventy-five thousand dollars. (C. Kelm/M. Hansen)

Mayor Carpenter recognized Police Chief Michael Hansen who gave an explanation for the Watchguard Video Equipment and answered questions from Council.

Moved by Mayor Michael Carpenter, seconded by Mayor Pro-Tem Tim Brown to approve Resolution No.19-R-117.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember David Scagliola, Councilmember Allison Heyward

Passed

The following was read into record:

13. **Resolution 19-R-115** - Consideration and/or action approving a Resolution by the City Council of Schertz, TX authorizing purchases up to two hundred twenty-five thousand dollars with Motorola for radios, equipment and technology. (C. Kelm/M. Hansen)

Mayor Carpenter recognized Police Chief Michael Hansen who gave an explanation for the radios, equipment and technology and answered questions from Council.

Moved by Mayor Michael Carpenter, seconded by Councilmember David Scagliola to approve Resolution No.19-R-115.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember David Scagliola, Councilmember Allison Heyward

Other: Councilmember Cedric Edwards due to family illness (ABSENT)

Passed

The following was read into record:

14. **Resolution No. 19-R-118** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into an agreement for the purchase of up to nine (9) police vehicles from the FY 2019-2020. (C. Kelm/M. Hansen)

Mayor Carpenter recognized Police Chief Michael Hansen who gave an

explanation for the purchase of up to (9) police vehicles.

Moved by Mayor Michael Carpenter, seconded by Councilmember David Scagliola to approve Resolution No. 19-R-118.

AYE: Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember David Scagliola, Councilmember Allison Heyward

Passed

AYE: Mayor Michael Carpenter, Mayor Pro-Tem Tim Brown, Councilmember Mark Davis, Councilmember Ralph Gutierrez, Councilmember Scott Larson, Councilmember David Scagliola, Councilmember Allison Heyward

Other: Councilmember Cedric Edwards due to family illness (ABSENT)

Passed

Roll Call Vote Confirmation

City Secretary Brenda Dennis gave roll call for items 2-14.

Requests and Announcements

- Announcements by the City Manager.

City Manager Mark Browne announced the Interlocal Agreement with Cibolo regarding Wiederstein Road has been signed by both cities. The project is in the bid process.

Mayor Carpenter commented on the history of Wiederstein Road project and thanked the City of Schertz, Council and staff as well as the City of Cibolo, Council and staff for accomplishing this goal.

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

Councilmember Davis requested a briefing on our vehicle policies for the city as well as a breakdown of all the vehicles assigned by department and a review of our policies to see how this fits into the overall budget.

- Announcements by Mayor and Councilmembers

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

Councilmember Mark Davis attended the following event:

- The Housing Authority Meeting

Councilmember Ralph Gutierrez attended the following event:

- The Paws in the Pool

Adjournment

As there was no further business Mayor Carpenter adjourned at 6:60 p.m.

ATTEST:

Michael R. Carpenter, Mayor

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: City Secretary
Subject: Calling a Special Meeting November 18, 2019 – Consideration and/or action calling a special meeting on Monday, November 18, 2019 to canvass the results of the November 5, 2019 General and Special Election and call a Runoff Election if necessary. (M. Browne/Mayor/Council/B. Dennis)

BACKGROUND

The official canvassing period for the November 5, 2019 Election is November 8 through November 18, 2019. It has been recommended by the County Election Administrators that the City call a special meeting to canvass the results of the City of Schertz General and Special election on Monday, November 18, 2019, at 6:00 p.m., and call a Runoff Election if necessary.

If a Runoff election is ordered, early voting will begin December 2, 2019 and end December 13, 2019. Runoff election day will be December 17th. The canvass of the Runoff will be December 20, 2019. In speaking to all Counties, Guadalupe County will contract with Bexar and Comal to run our City Runoff election.

Staff recommends Council call a special meeting for Monday, November 18, 2019, to canvass the results of the November 5, 2019, General and Special Election and swear in the newly elected officials and to also order a runoff election if necessary.

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: Police Department
Subject: Resolution No. 19-R-126 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing Memorandums of Understanding with the Texas Department of Public Safety, for the purpose of obtaining a certification of commercial vehicle enforcement authority and other matters in connection therewith. (C. Kelm/M. Hansen)

BACKGROUND

There has been an increase in the operations of commercial motor vehicles within the city limits of Schertz. The Police Department has been inundated with resident complaints of such vehicles believed to be operating in an unsafe manner. The Texas Transportation Code does not allow law enforcement the ability to enforce specific commercial motor vehicle laws or weight limits without authority to do so from the Texas Department of Public Safety. The Schertz Police Department has recently coordinated with Texas DPS and has been qualified to partake in said enforcement. The Memorandums of Understanding outlines the required actions and agreements to this authority.

GOAL

To obtain the authority to enforce Commercial Motor Vehicle rules and weight restrictions.

COMMUNITY BENEFIT

Provides the Police Department the authority to enforce Commercial Motor Vehicle rules and weight limits. This provides a resource to assure and confirm the safety of such vehicles and drivers.

SUMMARY OF RECOMMENDED ACTION

Recommend the approval Resolution 19-R-126 that authorizes the approval of the Memorandums of Understanding that will obtain a certification of commercial vehicle enforcement authority to the Police Department.

FISCAL IMPACT

An increase in enforcement activities could result in an increase in citations issued. This increase in citations could result in a positive increase in associated fines.

RECOMMENDATION

Recommend the approval of the Resolution authorizing Memorandums of Understanding for the purpose of obtaining a certification of commercial vehicle enforcement authority.

Attachments

19-R-126
MOU with DPS

RESOLUTION NO. 19-R-126

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING MEMORANDUMS OF UNDERSTANDING WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY, FOR THE PURPOSE OF OBTAINING A CERTIFICATION OF COMMERCIAL VEHICLE ENFORCEMENT AUTHORITY AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, there exists an ongoing concern from citizens of Schertz concerning the increased operations and safety of commercial motor vehicles within the city limits; and

WHEREAS, the Texas Transportation Code strictly restricts the enforcement of weight limits and specific commercial motor vehicle rules; and

WHEREAS, the Schertz Police Department has been granted the authority to enforce weight limits and specific commercial motor vehicle rules; and

WHEREAS, the City staff of the City of Schertz has recommended that the City enter into an Memorandum of Understanding with the Texas Department of Public Safety, for the purpose of obtaining a certification of commercial vehicle enforcement authority; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with the Texas Department of Public Safety pursuant to the Memorandum of Understanding attached hereto as Exhibit A (the "Agreement").

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

Section 1. The City Council hereby authorizes the Chief of Police to execute and deliver the Agreement with City and the Texas Department of Public Safety in substantially the form set forth on 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 24th day of September, 2019.

CITY OF SCHERTZ, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS (DPS)

and

SCHERTZ POLICE DEPARTMENT (Allied Agency)

I. General Agreement

In accordance with Transportation Code § 621.402, DPS has established the following parameters for approved Allied Agencies seeking to enforce the defined state laws within Transportation Code Chapter 621, Subchapter F.

In order to maximize the uniform enforcement of statute, the parties enter into this Memorandum of Understanding (MOU) regarding training, approved scale use, annual scale re-calibration standards, violation report requirements, and mandated annual reporting.

II. DPS Responsibilities

In order to better implement and maintain the standards in this MOU, DPS will:

1. Train, retrain (as necessary or desirable), test and certify the officers of any qualified Allied Agency.
2. Forward any weight enforcement complaints or challenges to the issuing Allied Agency.

DPS may conduct random, in-person observation of weight enforcement inspections conducted by an Allied Agency in order to ensure that Allied Agency's officers are adhering to DPS certification standards.

III. Allied Agency Responsibilities

A. Certification Training

Allied Agency must enroll their commissioned, full-time officers in the 40 hour, Basic CVE course conducted at the direction of the DPS Motor Carrier Bureau. A commissioned officer must obtain 80% or better to become certified as a "weight enforcement officer." After initial certification, mandated re-certification training will take place following each legislative session. Weight enforcement officers must obtain 80% or better to maintain certification. DPS will immediately suspend any officer who fails to re-certify and Allied Agency must prohibit that officer from conducting or assisting with any weight enforcement activities.

Allied Agency may discontinue agency certification at any time by notifying DPS in writing. If a certified officer separates from an Allied Agency, Allied Agency must notify DPS within ten days.

B. Application of Statute

During the course of duty, an Allied Agency weight enforcement officer must adhere to the “reasonable suspicion” requirements in weighing a commercial motor vehicle as inferred by Transportation Code § 621.402. There must be an articulable reason to detain a vehicle prior to utilizing any type of approved scale to determine actual weight. A fixed location signaling all commercial traffic to enter a weight enforcement site is in direct conflict with this mandate.

C. Approved Scales

Allied Agency must purchase and utilize scales from the approved Scale List found at the following URL: <http://www.dps.texas.gov/cve/Publications/approvedScaleList.pdf>.

The approved scales must be re-calibrated during each calendar year by a certified scale technician or vendor. All individual scale calibration records must be retained for the current year plus the two previous years and are subject to review during contested judicial proceedings and random DPS audit.

D. Violation Report Requirements

In addition to typical driver and vehicle information and infractions, the following information must be included on all weight enforcement violation reports:

1. US DOT Number / TX DMV Number;
2. State identification / registration identification of units and company unit numbers (license plate numbers for the power units and towed vehicle);
3. Registered weights and the Gross Vehicle Weight Ratings of each vehicle;
4. Axle configuration diagram with corresponding axle distance measurements and the recorded actual weights measured of each axle, tandem axle and tri-axle;
5. Overweight permit number;
6. Load disposition; and
7. Gross weight and group weight.

E. Annual Reporting Requirements

Allied Agency must submit an annual report of its weight enforcement activities for each calendar year to DPS. The report must be directed to the Motor Carrier Bureau in Austin, Texas and must be received by January 31 of each year for the prior year’s enforcement activities. The annual reporting requirements under this Section will survive the termination date of this MOU.

F. Statutory Financial Reporting / Remittance Requirements

Allied Agency must comply with Transportation Code § 621.506(g) and report that data to DPS. This includes: (1) sending the required 50 percent share to the State of Texas’s Comptroller of Public Accounts if the fine meets the statutory criteria; and (2) only imposing the minimum dollar fine unless the vehicle’s weight was determined by a scale given or approved by DPS.

Allied Agency must comply with the reporting and fiscal requirements mandated by this MOU and TRC 621.506. Prior renewal, verification of fiscal standing with the Texas Comptroller of Public Accounts will be conducted.

IV. Termination of Certification

*** * * UNLESS RENEWED, THIS MOU WILL EXPIRE ON August 1, 2021 * * ***

To prevent a loss of authority to conduct weight enforcement inspections, please mail, email, or FAX your renewal request to DPS no more than 60 but no less than 30 days prior to the expiration of this MOU. If the renewal has not been executed by the Allied Agency before the MOU expiration date, certified officers must cease performing all weight enforcement activities, until the renewal has been fully executed.

DPS may issue a warning to Allied Agency if Allied Agency fails to comply with MOU requirements in such a way that DPS deems that the weight enforcement action being taken is contrary to established training and statute. Failure to immediately correct any compliance issue or comply with the required remittance of assessed fines to the Texas Comptroller's Office may result in the termination of the established MOU and the decertification of Allied Agency.

V. Program Coordinators

Allied Agency's weight enforcement coordinators are responsible for all communications and contacts required to manage this MOU. The coordinators must provide any updates regarding contact information within 30 calendar days. The current program coordinators for this MOU are:

Allied Agency:

Program Coordinator

Address

Voice Phone Number

Fax Number

Email Address

Department of Public Safety of the State of Texas:

Captain Omar Villarreal, Manager

Program Coordinator

Texas Highway Patrol Motor Carrier Bureau
P.O. Box 4087

Austin Texas 78773-0522

Address

(512) 424-2053

Voice Phone Number

(512) 424-5712

Fax Number

Omar.Villarreal@dps.texas.gov

Email Address

Evidence of Acceptance:

Signature of Authorized Official

Political Subdivision

Name

Title

Date

MEMORANDUM OF UNDERSTANDING

Between

DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS (DPS)

and

SCHERTZ POLICE DEPARTMENT (Allied Agency)

I. GENERAL AGREEMENT

A. Introduction and Statutory Authority

DPS and Allied Agency enter into this Memorandum of Understanding (MOU) in order to maximize the effective utilization of commercial motor vehicle, driver, and cargo inspection resources; to avoid duplication of effort, to expand the number of inspections performed; to advance uniformity of inspections; and to minimize delays in schedules incurred by the industry inherent to this type of enforcement activity.

1. Due to the need for a basic delineation of routine responsibilities for the federal, state, county, and municipal agencies, it is agreed:
 - DPS will inspect vehicles operating over public highways and at carrier terminal facilities.
 - Allied Agencies must, as a routine practice, confine inspection activities to vehicles operating over public highways and city streets in their jurisdictions with the exception of municipal police officers certified under Tex. Transp. Code § 644.101. These certified municipal police officers may conduct vehicle inspections at carrier terminal facilities.
2. The Federal Motor Carrier Safety Administration (FMCSA) has imposed timeliness and accuracy standards on DPS regarding interstate and intrastate motor carrier information. DPS, in turn, has established timeliness and accuracy standards for Allied Agencies engaged in the inspection of commercial motor vehicles (CMV).
3. Allied Agencies and their authorized inspection representatives (Program Coordinators) must implement procedures in accordance with the minimum standards in this MOU.
4. In order to advance uniformity in the inspection of CMV and their operators, Allied Agencies must adopt the Commercial Vehicle Safety Alliance's (CVSA) North American Standard Roadside Inspection Procedures and the North American Standard Out-of-Service Criteria as adopted by DPS under the following:
 - Tex. Transp. Code Ch. 644, located at <http://www.statutes.legis.state.tx.us/>;

- 37 Tex. Admin. Code Chapter 4, Subchapter B; 37 Tex. Admin. Code Chapter 16, Subchapter A; and 37 Tex. Admin. Code Chapter 21 located at <http://www.sos.texas.gov/tac/index.shtml>; and
- The most current version of the CMV Enforcement Guidance Documents provided by DPS to the Allied Agencies:

CVSA Levels of Inspection

- Level 1 North American Standard
- Level II Walk-a-round Inspection
- Level III Driver-Only Inspection
- Level IV Special Inspection
- Level V Vehicle-Only Inspection (Terminal)

The State of Texas has an inspection quality agreement with the FMCSA in its Commercial Vehicle Safety Plan. Inspections found to be non-compliant with this policy may be nullified by the DPS Motor Carrier Bureau (MCB) from the carrier's safety profile and from the inspector's certification record by the authority of the Assistant Division Director of the DPS Texas Highway Patrol (THP) or that person's designee.

If amendments to 37 Tex. Admin. Code Chapter 4, Subchapter B require amending this MOU, DPS will do so within a reasonable period of time. The date of any amendment under this paragraph will not affect the renewal date described in Section IV, unless otherwise indicated by DPS.

II. DPS RESPONSIBILITIES

DPS will:

- Train, retrain (as necessary or desirable), test, and certify Allied Agency inspectors as per the agreement between DPS and the CVSA.
- Approve inspection forms for all inspections conducted in conformance with this MOU.
- Approve vehicle and driver out-of-service stickers.
- Supply CVSA decals on a cost-recovery basis to Allied Agencies.
- Supply software necessary for the data entry of all inspection information, on a cost recovery basis to Allied Agencies.
- Supply Allied Agencies with inspection data, upon request.
- Forward challenges of data in inspections or crash reports to Allied Agencies for their inspections.

- H. Conduct random in-person observation of inspections conducted by Allied Agency in order to ensure Allied Agency's inspectors maintain practical proficiency in the program.

III. ALLIED AGENCY RESPONSIBILITIES

A. Certification Testing

Allied Agency must:

1. Enroll its commissioned, full-time officers who have not met the minimum certification requirements for enforcement of Tex. Transp. Code Ch. 644 in training programs required by 37 Tex. Admin. Code § 4.13(b) prior to using these officers as inspectors for commercial vehicle enforcement. Allied Agency must reimburse DPS for costs associated with any training provided by DPS under 37 Tex. Admin. Code § 4.13(b)(5).
2. Implement a program to ensure its officers perform the required number of inspections annually, as specified in 37 Tex. Admin. Code § 4.13(c), and successfully complete the required annual certification training to maintain certification. To further program goals and achieve the highest quality in inspections, Allied Agency must ensure its officers conduct more than the minimum number of inspections required annually to maintain certification and that inspections are evenly distributed throughout the year to maintain enforcement continuity.
3. Immediately suspend from performing CVSA enforcement and inspections, any officer who fails to maintain certification or who fails to perform the required number of inspections following CVSA's North American Standard Uniform Inspection Procedures and the North American Standard Out-of-Service Criteria guidelines.
4. Send a representative to the annual MCSAP meeting held by DPS to ensure familiarity with all updated policies and procedures.

B. Policies and Guidelines

Allied Agency must:

1. Conduct inspections only by using CVSA-certified officers.
2. Only conduct inspections on-duty. No inspections may be performed at any time for the specific purpose of benefitting a carrier's safety profile whether on-site or off-site (such as a roadside or at an inspection facility). Compensation for inspections of any kind by other entities (including carriers and carrier employees) is prohibited.
3. Not use inspection as a pretext to search commercial vehicles.

4. Ensure traffic stops performed on a commercial vehicle are made by either a CVSA certified inspector or by a peace officer using probable cause or reasonable suspicion guidelines. An absence of these requisites will be cause for inspection report invalidation and a program participation review.
5. Use the most current forms approved by DPS during the inspection process. Forms and software may not be altered without the prior, written approval of DPS.
6. Ensure that CVSA-certified inspectors have adequate tools and resources to conduct queries into motor carrier registration and operating authority while conducting roadside inspections.
7. Perform Level I, IV, and V inspections requiring undercarriage inspection and brake measurements utilizing an inspection pit or with a referring officer for safety.
8. Perform only Level V terminal inspections on motor coaches for certification purposes except for unusual circumstances (such as post-crash investigations). All other inspections must be conducted roadside. Level I, II, IV and V motor coach inspections must only be performed by Passenger Vehicle Inspection certified inspectors.
9. Forward inspection data electronically to DPS within ten calendar days following the date of inspection for processing and final compliance using the most recent version of reporting software.
10. Forward crash reports involving commercial motor vehicles to Texas Department of Transportation (TxDOT) no later than ten calendar days after the date of the crash investigation.
11. Allow DPS to conduct random in-person observation of inspections conducted by Allied Agency in order to ensure that Allied Agency's inspectors maintain practical proficiency in the program.
12. Not use its certification to enforce federal safety regulations as a primary method to generate program revenue through enforcement penalties, or to enhance criminal interdiction activities.
13. Not allow officers certified to enforce federal safety regulations to participate in secondary employment activities that present a conflict of interest related to their commercial vehicle enforcement duties. This prohibition includes Allied Agency officers trained by DPS that are no longer assigned to commercial vehicle enforcement units but remain employed by the Allied Agency.
14. Require all defects disclosed during the inspection process to be corrected.
15. Adopt the Recommended Out-of-Service Criteria and other defect repair verification procedures as developed by CVSA.
16. Honor CVSA inspection decals affixed to those vehicles by all authorized agencies. CVSA decals will be affixed to vehicles which pass the Level I or V CVSA inspection with no disqualifying violations under the North American Standard Roadside Inspection Procedures and the North American Standard Out-of-Service Criteria.

17. Maintain the official copy of all reports of inspections conducted by its CVSA certified inspectors for the current calendar year, plus two additional years. The official copy may be in paper or retrievable electronic form, and it must bear the signature of the commercial motor vehicles driver involved in the inspection. A copy must be provided to DPS upon DPS's request.
18. Conduct mock inspections and safety presentations as requested by the carrier and as approved by supervisors. Allied Agency may conduct safety presentations that include a mock (walk-around) inspection, but no documented inspection may be performed as part of a walk-around or safety presentation.
19. Note circumstances in the inspection report when more than two citations are issued during an inspection. An important aspect of the MCSAP is consistency in the inspection process and uniform enforcement. While it is recognized that uniform enforcement may include the issuance of a citation by the inspecting officer, it is also recognized that there may be exceptional occasions when the issuance of multiple citations may be warranted.
20. Document all violations (citations and warnings) discovered on the inspection report as violations, including violations of local ordinances. All CMV contacts must be recorded on the inspection report.
21. Investigate and determine whether a correction to data needs to be made when data in an inspection or crash report is challenged. Allied Agency must notify the motor carrier and DPS in writing of the results of the investigation within ten calendar days. If a correction is necessary, the Allied Agency must make the correction and forward the corrected reports to DPS immediately. Retaliatory actions against motor carriers who file data challenges are strictly prohibited.
21. Must notify DPS in writing within ten calendar days any time an officer's certification status changes (is certified, suspended, or decertified for different types of inspections, or transfers out of the CVSA inspection program). A cumulative list of officers whose status has changed must be sent to DPS by January 31 of each year.
22. Must comply with the annual fiscal requirements mandated by TRC 644.102 in reporting the total amount of fines collected, actual enforcement program expenses and the remittance of mandated funds to the Texas Comptroller of Public Accounts.

IV. TERMINATION OF CERTIFICATION

***** UNLESS RENEWED, THIS MOU WILL EXPIRE ON AUGUST 1, 2021.*****

A. Renewal of this MOU

To prevent a loss of authority to conduct CVSA inspections, please mail or FAX your renewal request to the Department no more than 60 nor less than 30 days prior to the expiration of this MOU. If the renewal has not been executed by the Allied Agency before the MOU expiration date, certified officers must cease performing all CVSA inspections, until the renewal has been fully executed.

B. Decertification

1. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to demonstrate practical proficiency in the program during random in-person observations by DPS, or by audits of inspections submitted.
2. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for using the certification as a primary method of generating program revenue or enhancing criminal interdiction activities.
3. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, if officers to engage in secondary employment activities that present a conflict of interest with their commercial vehicle enforcement duties.
4. DPS may decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to comply with the provisions of the MOU, training, officer certification, or data-sharing requirements, including the requirement that Allied Agency reimburse DPS for training expenses and the requirement that Allied Agency forward information and respond to requests in a timely manner, or any other provisions of 37 Tex. Admin. Code §§ 4.13 and 4.14. Reimbursement can be made by check or money order, payable to the Department of Public Safety of the State of Texas.
5. DPS may decertify Allied Agency for failure to comply with the annual fiscal requirements mandated by Tex. Transp. Code § 644.102. Allied Agency must properly report fines collected, actual expenses, and the amount of remittance sent to the State of Texas's Comptroller of Public Accounts.

C. Termination of Certification

1. Termination of certification, whether by decertification, request of Allied Agency, or by failure to renew, will result in the inability of Allied Agency, to retain expenses for any enforcement actions taken after the effective date of the termination of certification. All reporting requirements, including the list of officers suspended and no longer certified which is normally due by January 31 of each year, inspection data reports, and crash

reports must be provided to DPS immediately upon discontinuation in the certification program.

2. Allied Agency may discontinue certification at any time by notifying DPS Program Coordinator in writing.
3. The CVSA and Federal Motor Carrier Safety Administration require officers to complete a minimum number of inspections annually in order for officers to renew their certifications. The purpose of this requirement is to ensure officers achieve and maintain practical proficiency in inspecting commercial motor vehicles. Therefore, DPS will decertify Allied Agency, or individual officers conducting inspections for Allied Agency, for failure to report any inspections to DPS within a six month period or for failure to evenly space the required number of inspections throughout the year.
4. Any Termination of Certification terminates Allied Agency's authority to enforce federal safety regulations under Texas Transp. Code Ch. 644, and Allied Agency's eligibility for reimbursement of expenses from penalties assessed. DPS will notify the program coordinator for Allied Agency and the Comptroller of Public Accounts in writing of any Termination of Certification.
5. DPS may issue a warning to Allied Agency if Allied Agency fails to conduct any inspections within a three month period. DPS may also issue a warning if Allied Agency fails to comply with MOU requirements in such a way that DPS deems the quality or timeliness of inspection data could be compromised, or certified officers would fail to maintain practical proficiency in the program. Failure to correct the compliance issues within three months, or such other period as DPS may specify, can result in termination of the MOU and decertification of Allied Agency.

V. PROGRAM COORDINATORS

The parties' program coordinators are responsible for all communications and contacts *required to manage this MOU*. The parties must provide any updates regarding contact information *within 30 calendar days*. The current program coordinators for this MOU are:

Allied Agency:

Department of Public Safety of the State of Texas:

Program Coordinator

Captain Omar Villarreal, Manager
Program Coordinator

Address

Texas Highway Patrol Motor Carrier Bureau
P.O. Box 4087
Austin, Texas 78773-0522
Address

Voice Phone Number

Fax Number

Email Address

Evidence of Acceptance:

Signature of Authorized Official

Political Subdivision

Name

Title

Date

(512) 424-2053

Voice Phone Number

(512) 424-5712

Fax Number

Omar.Villarreal@dps.texas.gov

Email Address

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019

Department: Public Works

Subject: Resolution No. 19-R-131 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter an Interlocal Agreement for Wholesale Treatment of Wastewater Services between the City of Schertz and the Cibolo Creek Municipal Authority (CCMA) regarding the Northcliffe Wastewater Plant currently operated by Guadalupe Blanco River Authority (GBRA). (C. Kelm/J. Hooks)

BACKGROUND

The City of Schertz currently contracts with Guadalupe Blanco River Authority (GBRA) to treat wastewater generated by the residents in the Northcliffe and Scenic Hills area at the Northcliffe Wastewater Treatment Plant located along IH 35 just north of FM 1103. The Northcliffe plant has aging infrastructure that is in need of complete renovation. The wastewater permit in place for this plant has a no discharge requirement. This requires the treated effluent from this plant to be disposed of on-site at the nearby golf course. With the golf course closing, the cost to renovate the plant, and the desire of GBRA to shut down the plant, the City had to find other alternatives for treatment and disposal of the wastewater.

The City of Schertz and Cibolo Creek Municipal Authority have worked together to make alternative solutions for treatment and disposal of the wastewater for this area. The City has built infrastructure to transport the wastewater to CCMA's plant. CCMA has built in capacity at their current plant to accept and treat the additional flows.

The City of Schertz will pay a one-time lump sum payment of \$3,674,409.80 for CCMA's regional wastewater collection and treatment system to provide wastewater service to the City for all of the existing flows from the Northcliffe Service Area or the equivalent metered flow of wastewater.

Guadalupe Blanco River Authority (GBRA) supports closing the current Northcliffe treatment facility and allowing CCMA to receive and treat the wastewater from this area.

GOAL

By approving and entering into this Interlocal Agreement with Cibolo Creek Municipal Authority, this allows for safe treatment and disposal of the wastewater generated in the Northcliffe Area.

COMMUNITY BENEFIT

By approving and entering into this Interlocal Agreement with Cibolo Creek Municipal Authority, this allows for safe treatment and disposal of the wastewater generated in the Northcliffe Area.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution 19-R-131 to authorize the City Manager to enter into the Interlocal Agreement for Wholesale Treatment of Wastewater Services between the City and CCMA regarding the Northcliffe Wastewater Plant currently operated by GBRA.

FISCAL IMPACT

The fiscal impact will be the one-time lump sum payment to Cibolo Creek Municipal Authority in the amount of \$3,674,409.80.

RECOMMENDATION

Staff recommends Council approve Resolution 19-R-131 to authorize the City Manager to enter into the Interlocal Agreement for Wholesale Treatment of Wastewater Services between the City and CCMA regarding the Northcliffe Wastewater Plant currently operated by GBRA.

Attachments

Resolution

ILA Agreement

RESOLUTION NO. 19-R-131

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER AN INTERLOCAL AGREEMENT FOR WHOLESALE TREATMENT OF WASTEWATER SERVICES BETWEEN THE CITY OF SCHERTZ AND THE CIBOLO CREEK MUNICIPAL AUTHORITY (CCMA) REGARDING THE NORTHCLIFFE WASTEWATER PLANT CURRENTLY OPERATED BY GUADALUPE RIVER AUTHORITY (GBRA) AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz is a home rule municipality incorporated in Guadalupe County pursuant to the Statutes of the State of Texas, and as such is authorized to buy, sell, and lease real property; and

WHEREAS, the Cibolo Creek Municipal Authority is a municipal utility district authorized to enter into contracts related to real property; and

WHEREAS, the City receives wastewater service from CCMA on a wholesale basis pursuant to that certain Contract for Sewage Service, dated February 15, 1985 (the “Schertz-CCMA Contract”); and

WHEREAS, the City also receives wastewater service from Guadalupe-Blanco River Authority (GBRA) on a wholesale basis pursuant to that certain Treated Wastewater Service Agreement among the City of Schertz, Cibolo Creek Municipal Authority and Guadalupe-Blanco River Authority, dated July 31, 2008, as amended (the GBRA Agreement) to provide service to the Northcliffe Service Area (as hereinafter defined); and

WHEREAS, pursuant to the GBRA Agreement, GBRA provides wastewater service from the wastewater treatment plant that GBRA is authorized to own and operate pursuant to Texas Pollutant Discharge Elimination System Permit No. WQ0011751001 (the “**Northcliffe Plant**”); and

WHEREAS, pursuant to the GBRA Agreement, the City can also divert a portion of wastewater flows from the Northcliffe Service Area to CCMA’s regional wastewater treatment facilities (“**CCMA Facilities**”); and

WHEREAS, the City desires to divert all flows from the Northcliffe Service Area to the CCMA Facilities and cease operation of the Northcliffe Plant; and

WHEREAS, GBRA does not object to closing of the Northcliffe Plant; and

WHEREAS, CCMA agrees to accept all flows from the Northcliffe Plant to its CCMA Facilities

WHEREAS, the City agrees to pay a one-time lump sum payment of \$3,674,409.80 to CCMA's regional wastewater collection and treatment system to provide wastewater service to the City for all of the existing flows from the Northcliffe Service Area or the equivalent metered flow of wastewater as of the Effective Date; and

WHEREAS, the City agrees to pay all applicable wastewater treatment fees imposed by CCMA pursuant to its rate order and the Schertz-CCMA Contract.

WHEREAS, the City agrees to pay all applicable wastewater treatment fees imposed by CCMA pursuant to its rate order and the Schertz-CCMA Contract.

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

Section 1. The City Council hereby authorizes the City Manager to execute the Interlocal Agreement with Cibolo Creek Municipal Authority for wholesale treatment of wastewater 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 24th day of September 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL

**INTERLOCAL AGREEMENT BETWEEN
CIBOLO CREEK MUNICIPAL AUTHORITY
AND THE CITY OF SCHERTZ**

THE STATE OF TEXAS
COUNTY OF GUADALUPE

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

PREAMBLE:

The Parties to this Agreement (the “**Agreement**”) are the **Cibolo Creek Municipal Authority** (“**CCMA**”) and the **City of Schertz** (the “**City**”) (collectively referred to as the “**Parties**”). The Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, specifically Section 791.026, Chapter 8166 of the Texas Special District Local Laws Code, Chapter 30 of the Texas Water Code, and other applicable laws. This Agreement is made for the purpose of efficient and effective use of resources and is in the best economic interests of the Parties. CCMA and the City are both political subdivisions of the State of Texas.

RECITALS

WHEREAS, the Parties have identified certain common, legitimate public purposes in entering into this Agreement; and

WHEREAS, the governing bodies of CCMA and the City have each met in legally convened open meetings and authorized their respective representatives to enter into this Agreement; and

WHEREAS, the City receives wastewater service from CCMA on a wholesale basis pursuant to that certain *Contract for Sewerage Service*, dated February 15, 1985 (the “**Schertz-CCMA Contract**”); and

WHEREAS, the City also receives wastewater service from the Guadalupe-Blanco River Authority (“**GBRA**”) on a wholesale basis pursuant to that certain *Treated Wastewater Services Agreement among the City of Schertz, Cibolo Creek Municipal Authority and Guadalupe-Blanco River Authority*, dated July 31, 2008, as amended (the “**GBRA Agreement**”), to provide service to the Northcliffe Service Area (as hereinafter defined); and

WHEREAS, pursuant to the GBRA Agreement, GBRA provides wastewater service from the wastewater treatment plant that GBRA is authorized to own and operate pursuant to Texas Pollutant Discharge Elimination System Permit No. WQ0011751001 (the “**Northcliffe Plant**”); and

WHEREAS, pursuant to the GBRA Agreement, the City can also divert a portion of wastewater flows from the Northcliffe Service Area to CCMA’s regional wastewater treatment facilities (“**CCMA Facilities**”); and

WHEREAS, the City desires to divert all flows from the Northcliffe Service Area to the CCMA Facilities and cease operation of the Northcliffe Plant; and

WHEREAS, GBRA does not object to closing of the Northcliffe Plant; and

WHEREAS, CCMA agrees to accept all flows from the Northcliffe Plant into the CCMA Facilities; and

A. WHEREAS, the City agrees to pay a one-time lump sum payment of \$3,674,409.80 to reserve capacity within CCMA's regional wastewater collection and treatment system to provide wastewater service to the City for all of the existing flows from the Northcliffe Service Area or the equivalent metered flow of wastewater as of the Effective Date; and

WHEREAS, the City agrees to pay all applicable wastewater treatment fees imposed by CCMA pursuant to its rate order and the Schertz-CCMA Contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, CCMA and the City mutually undertake, promise, and agree as follows:

I. DEFINITIONS

B. "CCMA Facilities" refers to the regional treatment facilities constructed by CCMA to receive, treat, and dispose of wastewater diverted by the City from the Northcliffe Service Area pursuant to the GBRA Agreement.

C. "Diversion Facilities" refers to the lift station(s), collection pipelines and other facilities constructed by the City to convey the Northcliffe Service Area flows to the CCMA Facilities pursuant to the GBRA Agreement.

D. "Effective Date" means the date the Agreement is executed by both Parties, as included on the signature page.

E. "Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the Party claiming such inability.

F. "Northcliffe Service Area" the approximately 805.872 acres of land within the boundaries of the former Guadco Municipal Utility District No. 1 and Guadco Municipal Utility District No. 2. A legal description of the Northcliffe Service Area is attached hereto as Exhibits 1A, 1B, 2A, and 2B.

G. “Notice” occurs upon written communication by one party to the other as specifically defined in this Agreement. Notice to the Parties is satisfied by written communication to the address designated in Section V.A., herein.

H. “Party” and “Parties” mean, respectively, the City and CCMA individually and collectively.

I. “System” means all of the wastewater equipment and facilities owned by CCMA, including the CCMA Facilities, which are used for the collection, transportation, treatment, or disposal of wastewater received from the City and any expansions thereof. The System shall not include any of the internal wastewater collection and pumping facilities, and associated connection facilities, such as the Diversion Facilities, that are owned by City.

J. Use of the singular shall include the plural, and vice versa, where the usage permits reasonable construction of this Agreement.

II. TERM OF AGREEMENT

This Agreement shall commence upon the Effective Date and shall continue in force and effect until (i) February 15, 2035 or (ii) until all debt of the System has been retired, whichever shall last occur.

III. WASTEWATER TREATMENT SERVICE

The Parties, in consideration of the mutual promises and covenants contained in this Agreement, agree as follows:

A. Upon completion of additional treatment facilities, by September 30, 2019 at the CCMA Facilities known as the “D Train,” CCMA will provide the City written notice that it is capable of accepting all existing flows as of the Effective Date from the Northcliffe Service Area through the CCMA Facilities, as such facilities may be expanded from time to time.

B. Upon receiving written notice from CCMA of its ability to receive all existing flows as of the Effective Date from the Northcliffe Service Area, the City agrees to pay for a portion of the CCMA Facilities known as the “D Train”, and portions of the Schertz Lift Station, Force Main, and Gravity Line accepting flows from the City of Schertz or an equivalent metered amount through the CCMA Facilities and shall deliver such flows to the CCMA Facilities through the Diversion Facilities, as such facilities may be expanded from time to time.

C. CCMA shall own, operate, and maintain the CCMA Facilities at all times in accordance with applicable law.

D. The City shall own, operate, and maintain the Diversion Facilities at all times in accordance with applicable law.

E. The operation, maintenance, and/or expansion of the Diversion Facilities will be the responsibility of the City at no cost to CCMA.

F. CCMA shall have no responsibility or liability regarding the closure of the Northcliffe Plant, including, but not limited to, complying with state and federal regulatory requirements for closure of wastewater treatment facilities.

IV. FUNDING AGREEMENT

A. The City shall pay a one-time lump sum payment in the amount of \$3,674,409.80 for the portion of the CCMA Facilities accepting the flows from the Northcliffe Service Area. This payment amount is based on the existing metered flow from the Northcliffe Plant of 500,128 gallons, a living unit equivalent (“LUE”) of 245 gallons per day and each LUE being assessed a fee of \$1,800.00.

B. Within thirty (30) days of receiving written notice from CCMA of its ability to receive all existing flows as provided in Section III.A., the City shall pay CCMA the lump sum payment.

C. In addition to the lump sum payment the City shall also pay all applicable wastewater service fees in accordance with the Schertz-CCMA Contract and CCMA’s rate order, as that order may be amended from time to time. After the Effective Date, any future increases in wastewater flows from the Northcliffe Service Area will be governed by, and assessed fees pursuant to, the Schertz-CCMA Contract.

V. MISCELLANEOUS

A. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To CCMA: Cibolo Creek Municipal Authority
Attn: Clint Ellis, General Manager
P.O. Box 930
Schertz, TX 78154

With a copy to: Sara R. Thornton, Attorney for CCMA
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave., Ste. 1900
Austin, Texas 78701

To the City: City of Schertz, Texas
Attn: Dr. Mark Browne, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

With a copy to: T. Daniel Santee, Attorney for City of Schertz
Denton Navarro Rocha Bernal Hyde & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

For ease of administration of this contract, a primary contact person has been designated for each of the Parties as follows:

For the City: Charles Kelm, Assistant City Manager

For CCMA: Ryan Madsen, Business Manager

B. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

C. Prior Agreement Superseded. This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein and supersedes any prior understandings or written or oral agreements between the Parties regarding the treatment of flows from the Northcliffe Service Area. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the treatment of flows from the Northcliffe Service Area.

D. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.

E. Hold Harmless. City will hold CCMA harmless from any claims arising from the Agreement, as each is contemplated by this Agreement (e.g., contract claims between the City and any contractors and/or any injury or property damage claims) to the extent permitted by Texas law.

F. Violation of Law. The City and CCMA shall not violate any Federal, State or local laws, regulations or ordinances in the performance of this Agreement.

G. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provision of this Agreement, and all remaining provisions shall be fully enforceable.

H. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the County of Guadalupe and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise, and negotiate the terms of this Agreement and that if in the future there is a dispute as to the

meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.

I. Recitals and Exhibits Incorporated. The recitals contained in the preamble hereof and the exhibits hereto are hereby found to be true, and such recitals and exhibits are hereby made a part of this Agreement for all purposes.

J. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and CCMA, respectively.

K. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunities from suit or liability enjoyed by City, CCMA, their past or present officers, employees, or agents or employees.

L. No Third Party Beneficiary. This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

M. No Joint Venture. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

N. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the City and of CCMA.

O. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

P. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2019.

**CIBOLO CREEK MUNICIPAL
AUTHORITY**

By: _____
Kenneth Greenwald, President

ATTEST:

By: _____
Reginna Agee, Secretary

CITY OF SCHERTZ

By: _____
Mark Browne, City Manager

ATTEST:

By: _____
Brenda Dennis, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal Hyde & Zech,
P.C

By: _____
Habib H. Erkan, City Attorney

EXHIBIT 1A

COMAL COUNTY

Comal I.S.D. &
GUADCO MUD No. 1
Project No. 1121.GUADCO 1A
September 28, 2001

DESCRIPTION OF THE GUADCO MUNICIPAL UTILITY DISTRICT NO. 1/COMAL COUNTY, TEXAS 108.572 ACRE TRACT

108.572 acres of land out of the Rafael Garza Survey No. 98 and the J. F. Zepeda Survey No. 257 located in Comal County, Texas, being as follows: (1) a part of a 453.754 acre tract described in Vol. 485 page 529 of the Guadalupe County Deed Records and No. 132860 of the Comal County Deed Records, said 108.572 acre tract being described as follows:

BEGINNING at a point the most Westerly West corner of said 108.572 acre tract being on the N.E. R/W line of FM 1103 and being on the Comal-Guadalupe County line.

THENCE N 30° 06' 52.1" W along the S.W. boundary of said 53.124 acre tract being the N.E. R/W line of FM 1103 a distance of 728.61 ft. to a concrete monument with a brass plate marking the lower N.W. corner of said 53.124 acre tract and being on the S.E. R/W line of Interstate Highway No. 35;

THENCE following along the S.E. R/W line of said Interstate Highway No. 35 the following courses and distances:

N 15° 27' E, 167.35 feet
N 59° 45' E, 338.20 feet
N 54° 23' E, 559.98 feet
N 54° 23' E, 444.42 feet
N 59° 45' E, 1148.80 feet
N 59° 45' E, 600.30 feet
S 75° 07' 30" E, 116.00 feet
N 59° 28' E, 40.20 feet
N 15° 09' E, 116.00 feet
N 59° 45' E, 999.40 feet
N 70° 46' E, 570.60 feet
N 70° 23' 30" E, 192.56 feet
N 59° 45' E, 650.19 feet
N 47° 15' E, 460.27 feet

N 81° 58' 30" E, 47.56 feet to an iron pin marking the North corner of the above referred to 171.719 acre tract;

THENCE S 29° 13' 30" E along the N.E. boundary of said 171.719 acre tract a distance of 501 feet to a point for corner;

THENCE S 29° 13' 30" E, 100.00 feet;

THENCE S 60° 46' 30" W, 366.65 feet;

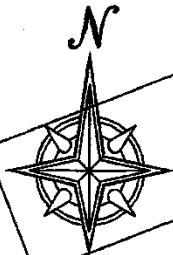
THENCE S 90° 00' 00" W 499.29 feet;

THENCE S 65° 15' 00" W, 1425.00 feet;

THENCE S 59° 45' 00" W, 588.00 feet;

THENCE S 29° 55' 13.8", 1089.99 feet to a point on the Comal-Guadalupe County line;

THENCE with the Comal-Guadalupe County line, S 66° 52' 04" W, 3372.43 feet to the Point of Beginning and containing 108.572 acres of land.



SCALE: 1"=1000'

I. H. 35

GUADCO MUD I
108.572 ACRES

NORTHCLIFFE
SUBDIVISION

(NORTHCLIFFE
STATES

COMAL COUNTY
GUADALUPE COUNTY

COUNTRY CLUB DRIVE

FM 1103

PIPELINE

PIPELINE

PIPELINE

FM 1103

EXHIBIT 1A
GUADCO MUD NO. I
COMAL COUNTY
FORD ENGINEERING, INC.

EXHIBIT 1B

GUADALUPE COUNTY

Schertz-Cibolo I.S.D. &
GUADCO MUD No. 1
Project No. 1121.GUADCO 1B
September 28, 2001

DESCRIPTION OF THE GUADCO MUNICIPAL UTILITY DISTRICT NO. 1 386.97 ACRE TRACT

386.97 acres of land out of the Rafael Garza Survey No. 98 and the James W. Gray Survey No. 255 located in Guadalupe County, Texas: being as follows: (1) a part of a 453.754 acre tract described in Vol. 485 page 529 of the Guadalupe County Deed Records and No. 132860 of the Comal County Deed Records, (2) a part of a 171.719 acre tract described in Vol. 480 page 287 of the Guadalupe County Deed Records and Vol. 214 page 23 of the Comal Co. Deed Records (3) all of a 30.647 acre tract described in Vol. 485 page 637 of the Guadalupe Co. Deed Records, (4) all of a 16.155 acre tract described in Vol. 485 page 642 of the Guadalupe County Deed Records (5) all of a 25.531 acre tract which is part of a 76.356 acre tract described in Vol. 352 page 100 of the Guadalupe Co. Deed Records, (6) all of a 55.255 acre tract which is a part of a 76.370 acre tract described in Vol. 382 page 77 and also a part of said 76.356 acre tract described in Vol. 352 page 110 of the Guadalupe Co. Deed Records, (7) 53.124 acres in Guadalupe and Comal Counties and being a part of a 63.8 acre tract described in Vol. 83 page 258 of the Comal Co. Deed Records; said 386.97 acre tract being described as follows:

BEGINNING at an Iron pin marking the most Northwesterly corner of said 386.97 acre tract being on the N. E. R/W line of F. M. 1103 and being a point on the Comal – Guadalupe County Line;

THENCE with the Comal – Guadalupe County Line, N 66° 52' 03.8" E, a distance of 3,372.43 feet to a point of the above referred to 171.719 acre tract, said point being the Northeast corner of this survey;

THENCE S 29° 55' 13.8" E, 1,023.07 feet along the boundary of said 171.719 acre tract;

THENCE S 26° 12' 05" E, 200.42 feet;
THENCE S 29° 55' 13.8" E, 521.13 feet;
THENCE N 60° 04' 46.2" E, 300.00 feet;
THENCE N 47° 45' 00" E, 35.00 feet;
THENCE N 35° 30' 00" E, 390.00 feet;
THENCE S 54° 30' 00" E, 185.00 feet;
THENCE N 35° 30' 00" E, 30.00 feet;

THENCE S 54° 30' 00" E, 970.00 feet;
THENCE S 35° 30' 00" W, 20.48 feet;
THENCE S 29° 55' 13.8" E, 397.14 feet;

THENCE S 59° 18' 00" W, 620.00 feet to a point located on said 171.719 acre tract;

THENCE continuing S 59° 18' 00" W along a boundary of said 171.719 acre tract a distance of 579.97 feet to an Iron pin marking the most Westerly South corner of said 171.719 acre tract;

THENCE S 61° 06' W, a distance of 8.08 feet to a R. R. spike marking the North corner of the said 16.155 acre tract;

THENCE S 29° 37' E, a distance of 699.92 feet to a R. R. spike marking the East corner of said 16.155 acre tract;

THENCE S 58° 52' W a distance of 15 feet to a 1/4" Re-Bar;

THENCE S 59° 07' W continuing along the S. E. line of said 16.155 acre tract a distance of 502.70 feet to an Iron stake being the North corner of the above referred to 55.255 acre tract;

THENCE following along the boundaries of said 55.255 acre tract the following courses and distances;

S 29° 03' E, 572.43 feet;
N 60° 58' E, 257.70 feet;
S 29° 55' E, 1,642.00 feet;
S 50° 56' 45.1" W, 1,665.97 feet;
N 54° 50' W, 361.00 feet;

N 29° 45' W, 525.91 feet to the South corner of above referred to 25.531 acre tract;

THENCE N 29° 45' W, along the S. W. line of said 25.531 acre tract a distance of 14.09 feet to a point;

THENCE N 29° 27' W, continuing along the S. W. line of said 25.531 acre tract a distance of 860.10 feet to a point;

THENCE N 28° 32' W, a distance of 223.11 feet to the South corner of the above referred to 30.647 acre tract being a 1" Galvanized Iron pipe;

THENCE N 29° 39' 33.6" W, a distance of 1,247.68 feet to a 1" G.I.P marking the West corner of said 30.647 acre tract, being the lower South corner of said 453.754 acre tract;

THENCE following along the boundaries of said 453.754 acre tract the following courses and distances:

N 29° 50' W, 789.50 feet
S 60° 11' W, 193.62 feet
S 27° 03' E, 167.71 feet
S 59° 45' W, 895.80 feet
S 86° 41' W, 81.85 feet

N 40° 32' W, 249.70 feet to the P.C. of a curve to the right having a radius of 1,870.08 feet and a central angle of 10° 18';

THENCE following along said curve to the right a distance of 336.18 feet to the P.T. of said curve;

THENCE N 30° 14' W, continuing along the boundary of said 453.754 acre tract being the N. E. R/W line of said F.M. 1103, a distance of 1222.10 feet;

HENCE N 30° 00' 03.8" W, continuing along said N. E. R/W line of FM 1103 a distance of 782.49 feet;

HENCE N 30° 06' 52" W, continuing along said N. E. R/W line of FM 1103 a distance of 190.05 feet to the Point of Beginning and containing 386.97 acres more or less.

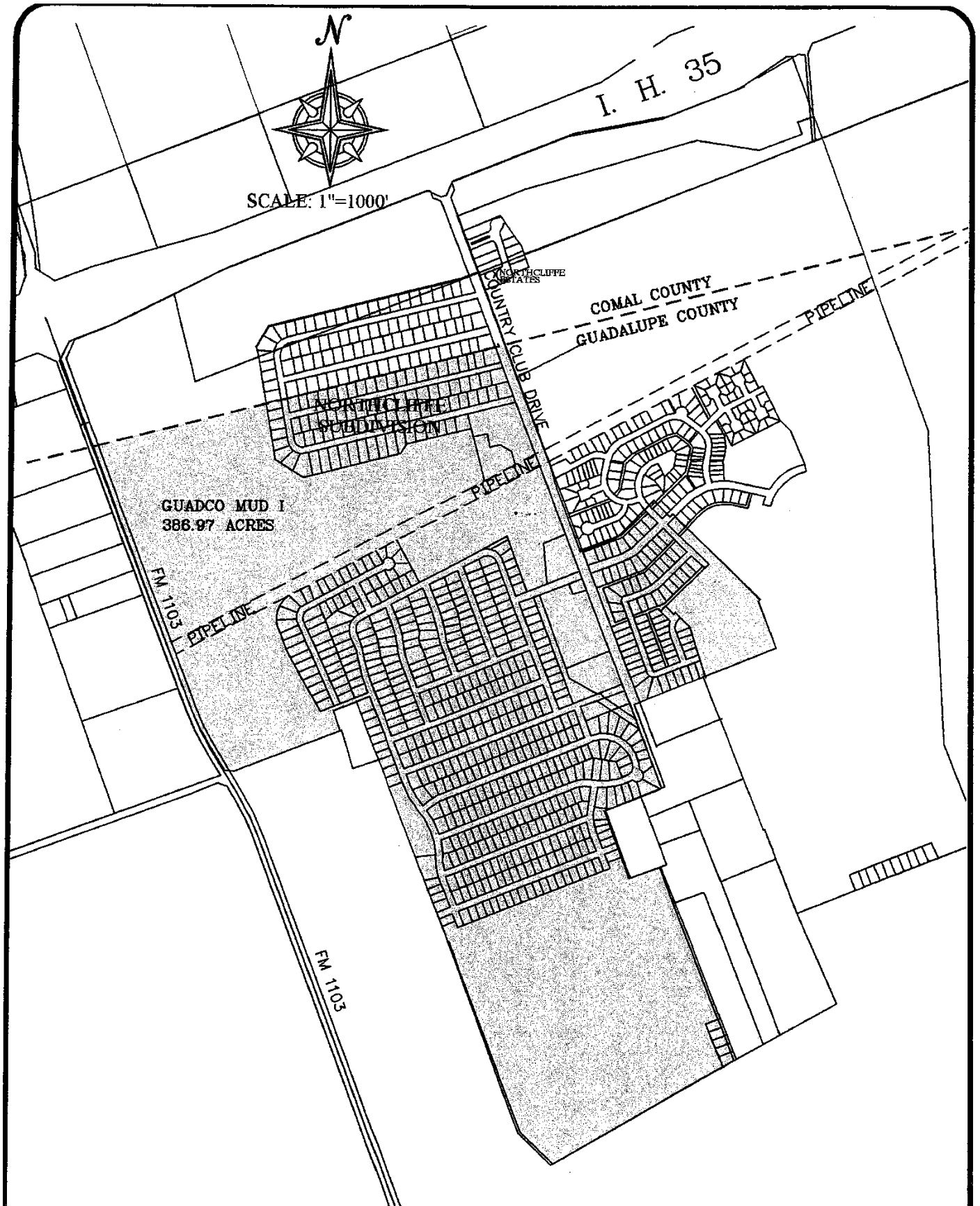


EXHIBIT 1B
GUADCO MUD NO. 1
GUADALUPE COUNTY
FORD ENGINEERING, INC.

EXHIBIT 2A

COMAL COUNTY

Comal I.S.D. &
GUADCO MUD No. 2
Project No. 1121.GUADCO 2A
September 28, 2001

DESCRIPTION OF THE GUADCO MUNICIPAL UTILITY DISTRICT NO. 2 76.88 ACRE TRACT

76.88 acres of land out of the Rafael Carza Survey No. 98, and the J. F. Zepeda Survey No. 257, located in Comal County, Texas said 76.88 acre tract being described as follows:

Beginning at a point marking the, westerly corner of said 76.88 acre tract, said point being on the Comal - Guadalupe County Line;

Thence along the boundaries of said 76.88 acre tract the following courses;

N 29° 55' 13.8" W	1,089.99 ft.
N 59° 45' 00" E	588.00 ft.
N 65° 15' 00" E	1,425.00 ft.
N 90° 00' 00" E	499.29 ft.
N 60° 46' 30" E	366.65 ft.
N 29° 13' 30" W	100.00 ft.
N 60° 46' 30" E	138.00 ft. to a point on the upper N. E.

boundary line of said 76.88 acre tract;

Thence, with the east line of said 76.88 acre tract, S 29° 13' 30" E, 1,158.83 ft. to a point on the Comal - Guadalupe County Line;

Thence, with the Comal - Guadalupe County Line, S 66° 52' 04" W, 2,952.39 ft. to the Point of Beginning and containing 76.88 acres more or less.

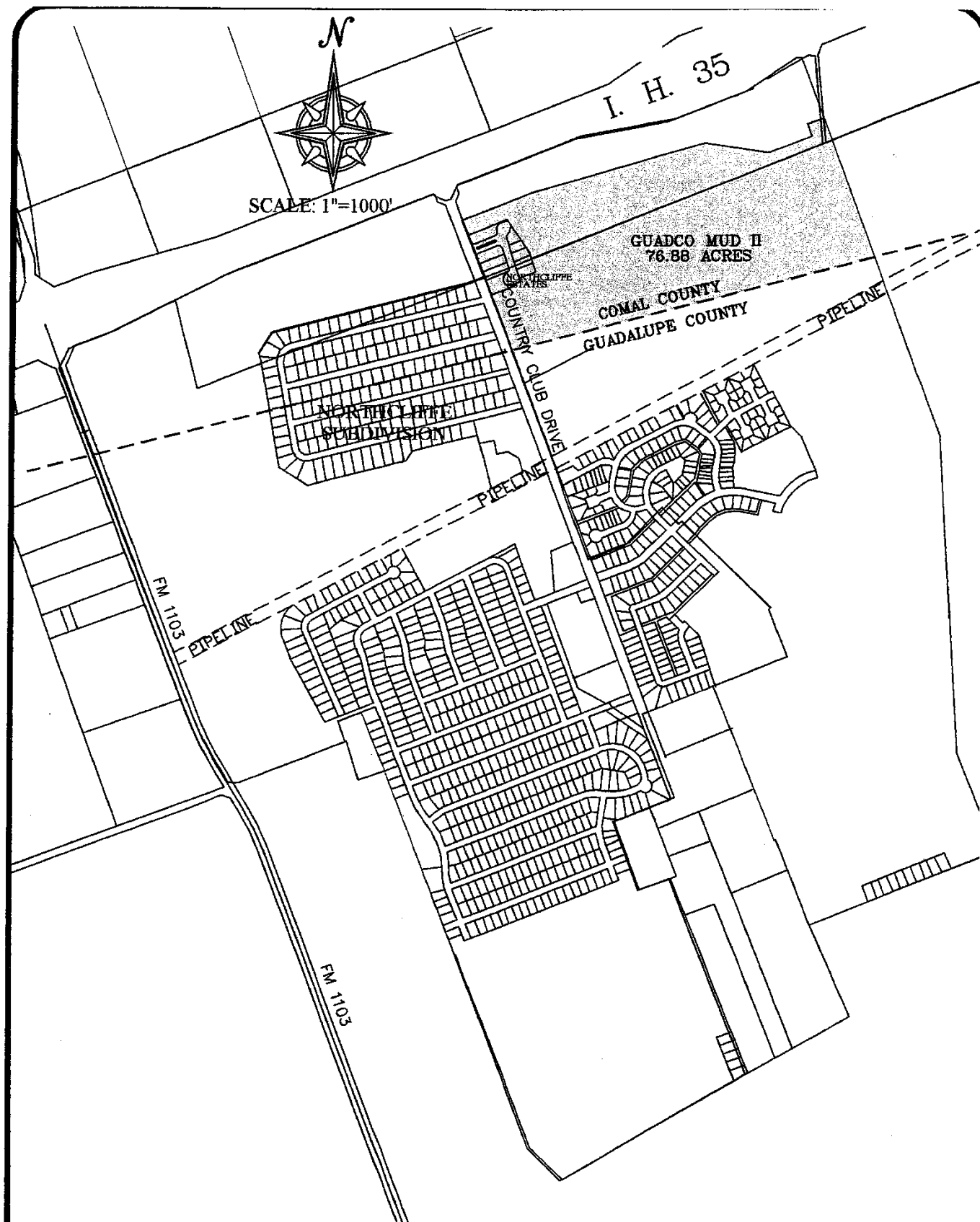


EXHIBIT 2A
GUADCO MUD NO. II
COMAL COUNTY
FORD ENGINEERING, INC.

EXHIBIT 2B

GUADALUPE COUNTY

Schertz-Cibola I.S.D. &
GUADCO MUD No. 2
Project No. 1121.GUADCO 2B
September 28, 2001

DESCRIPTION OF THE GUADCO MUNICIPAL UTILITY DISTRICT NO, 2 233.45 ACRE TRACT

233.45 acres of land out of the Rafael Carza Survey No. 98, and the J. F. Zepeda Survey No. 257, located in both Comal and Guadalupe Counties, Texas and also out of the Pedro San Miguel Survey No. 256, and the James W. Gray Survey No. 255, located in Guadalupe County, Texas, said tract being a part of a 171.719 acre tract described in Vol. 480 page 287 of the Guadalupe County Deed Records and a part of a 453.754 acre tract described in Vol. 485 page 529 of the Guadalupe County Deed Records and No. 132860 of the Comal County Deed Records, said 233.45 acre tract being described as follows:

Beginning at an Iron pin marking the, lower east corner of said 171.719 acre tract;

Thence S 59°38' W along the lower S. E. boundary of said 171.719 acre tract, 1594.77 ft. to an Iron pin marking the south corner of said 171.719 acre tract;

Thence N 30°13'15" W along the lower S.W. line of said 171.719 acre tract a distance of 717.50 ft. to a corner of same;

Thence S 64°51'45" W a distance of 11.02 ft to a corner of said 171,719 acre tract;

Thence N 30°18' 30" W continuing along a S.W. boundary of said 171,719 acre tract a distance of 1,302.40 ft. to a corner of said tract being a corner on a S. E. boundary of the 495.5424 acre tract referred to as Guadco Municiple District No. 1;

Thence along the boundaries of said 495.5424 acre tract the following courses;

N 59° 18' 00" E	620.00 ft.
N 29° 55' 13.8" W	397.14 ft.
N 35° 30' 00" E	020.48 ft.
N 54° 30' 00" W	970.00 ft.
S 35° 30' 00" W	030.00 ft.
N 54° 30' 00" W	185.00 ft.
S 35° 30' 00" W	390.00 ft.
S 47°45' 00" W	035.00 ft.
S 60° 04' 46.2" W	300.00 ft.

N 29 ⁰ 55' 13.8" W	521.13 ft.
N 26 ⁰ 12' 05" W	200.42 ft.
N 29 ⁰ 55' 13.8" W	1,025.07 ft. to a point of intersection on the

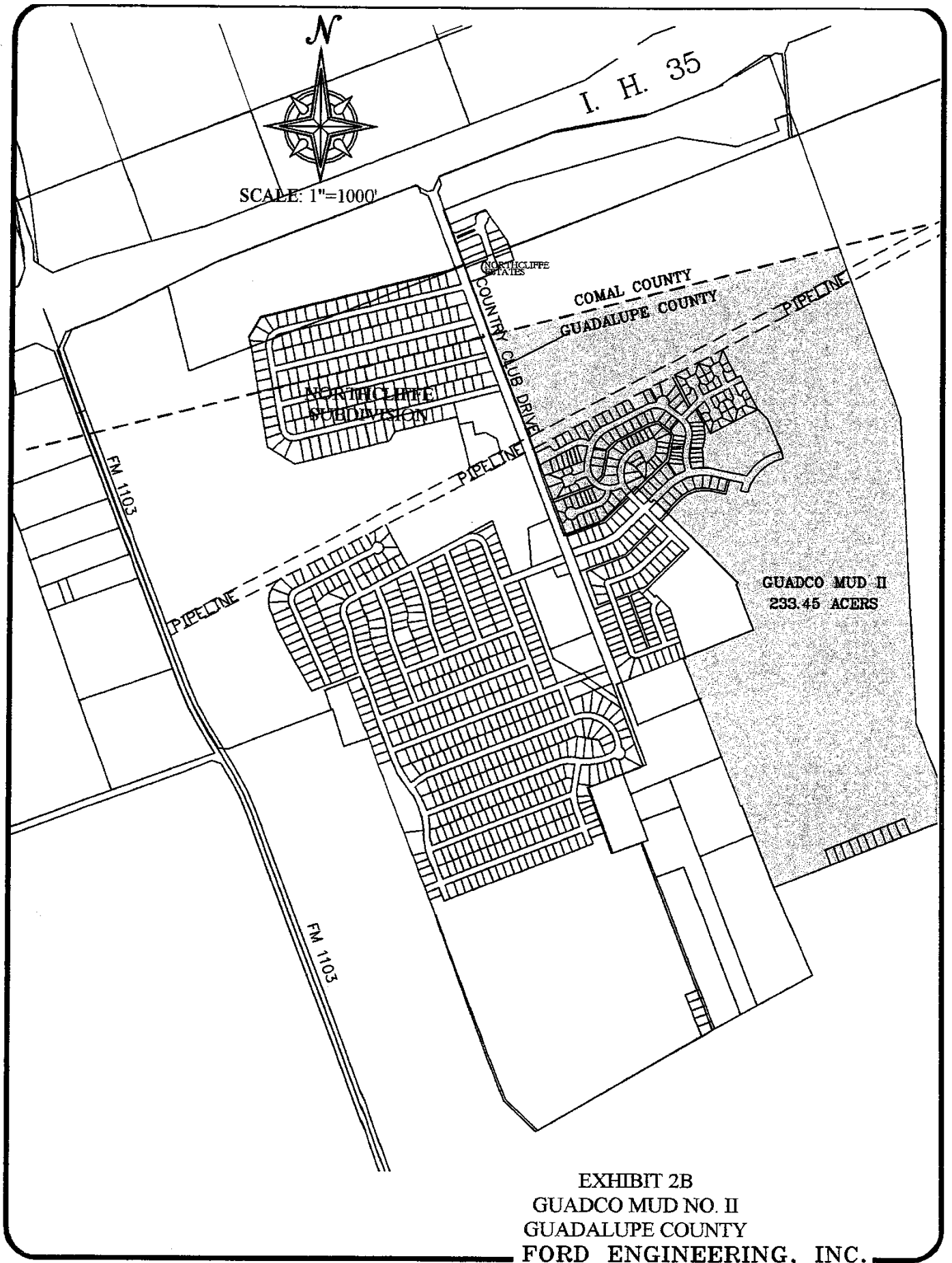
Comal – Guadalupe County Line;

Thence with the Comal – Guadalupe County Line, N 66⁰ 52' 04" E, 2,952.39 ft. to a point on the upper N. E. boundary line of said 171.719 acre tract;

Thence following along the boundary of said 171.719 acre tract the following courses:

S 29 ⁰ 13' 30" E	1,481.07 ft.
S 12 ⁰ 00' 45" E	2,502.99 ft.
S 30 ⁰ 43' 00" E	500.00 ft.
N 80 ⁰ 39' 00" E	12.91 ft.
S 29 ⁰ 57' 00" E	320.55 ft. to the Point of Beginning and

containing 310.3344 acers more or less.



CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019

Department: Public Works

Subject: Resolution No. 19-R-132 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$71,822.30 for design, bid, and construction phase engineering services for the FM 1103 Water and Waste-water line relocation project in advance of the FM 1103 road widening project. (C. Kelm/J. Hooks)

BACKGROUND

The Texas Department of Transportation (TxDOT) is working on a project to widen the right of way and paving of FM 1103 in the City of Schertz. Citizens of Schertz passed a bond measure to provide \$2 million of funding toward the project. City Council authorized a Fixed Price Agreement (\$181,226) to contribute funds for the acquisition of right of way, and an Advanced Funding Agreement (\$1,818,774) for contribution of funds toward construction of the roadway improvements. In May 2017, Council also approved Resolution 17-R-33 authorizing an agreement with Ford Engineering for the design, bid, and construction phase engineering services for the FM 1103 Water and Waste-water line relocation project in advance of the FM 1103 road widening project.

The original project estimate included \$38,013.00 for engineering services. On August 28, 2018 staff brought to council a request (Resolution 18-R-117) for an additional \$22,000, for a re-design of the project due to changes by TX-DOT for a project total for engineering services with Ford not to exceed \$60,013.00. TX-DOT reviewed and approved the final project plans, so City Staff moved forward with bidding the project and awarding the construction contract. After the construction contract was awarded, TX-DOT again required changes to the project due to mistakes by the TX-DOT utility coordination consultant. This required the City to have Ford make modifications to the project once again. Ford Engineering has requested an additional \$5,280 for the redesign of the project.

The initial scope of work was based on Tx-DOT 60% set of plans. Tx-DOT has made numerous changes and additions to their plans requiring the City to make numerous modifications to the relocations of City utility lines adding an additional bore under FM 1103 and other utility offsets. This all caused the cost of engineering services and construction cost to increase. Staff took Resolution 18-R-117 to council for approval for additional funds to pay for the additional design service by Ford Engineering in the amount of \$22,000. Staff is now requesting an additional \$5,280 to be added to pay Ford Engineering for the additional changes in the scope of the project. Staff would also like to request a 10% contingency for any further unseen circumstances or changes in the project with a not to exceed amount of \$71,822.30.

GOAL

The relocation of these lines will ensure the City utilities are provided in an alignment that allows adequate space for future maintenance.

COMMUNITY BENEFIT

The relocation of these lines will ensure the City utilities are provided in an alignment that allows adequate space for future maintenance.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution 19-R-132 authorizing additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$71,822.30 for design, bid, and construction phase engineering services for the FM 1103 Water and Waste-water line relocation project in advance of the FM 1103 road widening project.

FISCAL IMPACT

Funding for engineering services is available in Water & Sewer Reserves.

Authorization of an additional \$11,809.30 brings the authorized not-to-exceed amount to \$71,822.30.

RECOMMENDATION

Staff recommends that the City Council approve Resolution 19-R-132 authorizing additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$71,822.30 for design, bid, and construction phase engineering services for the FM 1103 Water and Waste-water line relocation project in advance of the FM 1103 road widening project.

Attachments

Resolution

Invoice

RESOLUTION NO. 19-R-132

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING ADDITIONAL EXPENDITURES WITH FORD ENGINEERING, INC., IN A TOTAL PROJECT AMOUNT NOT TO EXCEED \$71,822.30 FOR DESIGN, BID, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE FM 1103 WATER AND WASTE-WATER LINE RELOCATION PROJECT IN ADVANCE OF THE FM 1103 ROAD WIDENING PROJECT.

WHEREAS, the City of Schertz (the “City”) has entered into an agreement for design, bid, and construction phase engineering services for the FM 1103 water and wastewater facilities relocation project in advance of the TxDOT FM 1103 road widening project with Ford Engineering; and

WHEREAS, City and TxDOT have identified necessary change orders to the original project scope; and

WHEREAS, additional expenditures not to exceed \$71,822.30 have been identified to cover necessary change orders for engineering fees for design changes; and

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

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

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

Section 1. The City Council hereby authorizes additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$71,822.30 for design, bid, and construction phase engineering services for the FM 1103 water and waste-water line relocation project in advance of the FM 1103 road widening project..

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this 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 24th day of September, 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

AGREEMENT FOR PROVIDING LIMITED PROFESSIONAL SERVICES

Design Professional Firm: Ford Engineering, Inc.

10927 Wye Dr, Ste 104

San Antonio, TX 78217

TBPE No. F-1162

Ph: 210-590-4777

Fax: 210-590-4940

www.fordengineering.com

Client: City of Schertz

Address: 10 Commercial Place

Schertz, Texas 78154

Phone: 210-619-1800

email: smcclelland@schertz.com

Date: August 19, 2019

Project No:

Project Name/Location: Additional Services – FM 1103 Utility Relocation – Schertz, TX

Scope/Intent and Extent of Services: Proposal for Additional Services to update the project water line plans due to TxDOT Storm Water revision.

Fee Arrangement: **\$5,280.00**. Progress invoices are due on receipt in order to prevent delays. This budget figure will not be exceeded without authorization from Client. Should additional services within the original Scope be required, such services will be billed at the following hourly rates:

Principal	\$200.00	Licensed State Land Surveyor	\$185.00
Senior Professional Engineer (P.E.):	\$190.00	Reg. Professional Land Surveyor (RPLS):	\$175.00
Sr. Project Manager (PE):	\$175.00	CADD/Survey Tech:	\$ 85.00
Project Manager (PE):	\$160.00	2 - Man Field Crew:	\$145.00
Project Coordinator (E.I.T.):	\$ 105.00	3 - Man Field Crew:	\$180.00
Clerical:	\$ 65.00	4 - Man Field Crew:	\$195.00
		Mileage:	\$.58

CHANGES TO THE ORIGINAL SCOPE/INTENT WILL BE NEGOTIATED AS AN AMENDED OR NEW CONTRACT/AGREEMENT.

Direct Project Expenses will be billed to Client as follows:

Additional Prints: \$10.00 (large) \$8.00 (small)

Federal Express, Property Research, Courier Services and Other Expenses: Amount of Invoice **PLUS 15%**

Client is expected to furnish **FORD ENGINEERING, INC.** with full information as to the Client's requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data.

Special Conditions: Client will be responsible for all fees in relation to, but not limited to, permit fees payable to the City of Schertz, Guadalupe County, and/or any other agency.

Prepared by: Mark B. Hill, P.E.

Each individual executing this Agreement on behalf of the **CLIENT** or **FIRM**, by this execution, acknowledges that he is duly authorized to commit the **CLIENT** or **FIRM** to this Agreement.*

Offered by:


signature date August 19, 2019

Mark Hill, PE President
printed name/title

FORD ENGINEERING, INC.

Accepted by:

signature date

printed name/title

name of client

The Terms and Conditions on page 2 are a part of this Agreement

TERMS AND CONDITIONS

Ford Engineering, Inc. (the Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, Ford Engineering will have access to the site for activities necessary for the performance of the services. Ford will take precautions to minimize damage due to these activities, but has not included in the fee the cost of any restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Ford Engineering shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for Firm's services shall be submitted upon completion of such services or on a monthly basis. Invoices shall be payable upon receipt of invoice. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Ford Engineering, Inc, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certifications:

Guarantees and Warranties: Ford Engineering, Inc. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the amount of compensation received by Firm for these services. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or a breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or Firm should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay Firm for all services rendered to the date of termination and for all direct project expenses.

Invalidation:

If Client does not execute this agreement within thirty (30) days of the date tendered, it may become invalid.

Ownership of Documents:

All documents produced by Ford Engineering, Inc. under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

A completed facsimile copy of this Agreement, 2 pages, transmitted by Client, will be treated as an original signature for all purposes. However, Client also agrees to mail the Agreement with original signatures to our office.

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: Public Works
Subject: Resolution No. 19-R-133 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$147,724.00 for design, bid, and construction phase engineering services for the East Live Oak Pump Additions Project, and other matters in connection therewith. (C. Kelm/J. Hooks)

BACKGROUND

Currently, the City of Schertz receives its water supply from Schertz Seguin Local Government Corporation (SSLGC). The water is delivered to our East Live Oak water plant site into our ground storage tanks. It is then pumped into an elevated storage tank on site and out into the distribution system through a bank of pumps. The city is broken into two pressure plains with the dividing line being near Live Oak road. We have one bank of pumps that pump into our northern zone and the other bank of pumps that pump towards the south zone. In the past several years we have begun having pump and motor failures that result in having to pull the pump and/or motors and send them off for repairs. Depending upon the complexity of the failure, these repairs can take from a few weeks to several months to complete. As our pumping system continues to age, pump failures will continue to occur and as our system grows, multiple pump failures could lead to a situation where we would be unable to appropriately distribute the water supply.

The goal of this engineering project is to design a redundant pump system to be able to alternate between banks of pumps to limit run time on existing pumps prolonging their life and to provide back-up pumps when maintenance is needed. The original project estimate included \$120,714 for engineering services. Due to increased pump costs, it is no longer feasible to install variable drive pumps with this project. Variable drive pumps must be installed in an air-conditioned structure in order to keep the equipment cool while operating. Because the variable drive pumps are no longer being used, the plans can be modified in order to remove the air-conditioned masonry building in favor of a metal canopy. Services include changes to electric to accommodate the new layout, a new structural foundation plan for metal canopy, design for a metal canopy building and preparation of plans for inclusion in bid documents. In order to make these modifications to the design, Ford Engineering has requested an additional \$13,580 in design fees. This change is expected to save approximately \$60,000 in construction costs.

Staff is requesting an additional \$13,580 to be added to pay Ford Engineering for the changes in the scope of the project. Staff would also like to request a 10% contingency for any further unseen circumstances or changes in the project with a not to exceed amount of \$147,724.00.

GOAL

Provide redundant pump capacity to avoid possible interrupted water service caused by pump and motor failures.

COMMUNITY BENEFIT

Provide redundant pump capacity to avoid possible interrupted water service caused by pump and motor failures.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution 19-R-133 authorizing additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$147,724.00 for design, bid, and construction phase engineering services for the East Live Oak Pump Additions Project, and other matters in connection therewith.

FISCAL IMPACT

Funding for engineering services is available in Water & Sewer Reserves.

Authorization of an additional \$27,010.00 brings the authorized not-to-exceed amount to \$147,724.00.

Estimated \$60,000 in savings to the Construction costs of the project.

RECOMMENDATION

Staff recommends that the City Council approve Resolution 19-R-133 authorizing additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$147,724.00 for design, bid, and construction phase engineering services for the East Live Oak Pump Additions Project, and other matters in connection therewith.

Attachments

Resolution

Quote for additional services

RESOLUTION NO. 19-R-133

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING ADDITIONAL EXPENDITURES WITH FORD ENGINEERING, INC., IN A TOTAL PROJECT AMOUNT NOT TO EXCEED \$147,724.00 FOR DESIGN, BID, AND CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE EAST LIVE OAK PUMP ADDITIONS PROJECT AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Schertz (the "City") has entered into an agreement for design, bid, and construction phase engineering services for the East Live Oak Pump Additions project with Ford Engineering; and

WHEREAS, City have identified necessary change orders to the original project scope; and

WHEREAS, additional expenditures not to exceed \$147,724.00 have been identified to cover necessary change orders for engineering fees for design changes; and

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

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

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

Section 1. The City Council hereby authorizes additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$147,724.00 for design, bid, and construction phase engineering services for the East Live Oak Pump Additions project..

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this 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 24th day of September, 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

AGREEMENT FOR PROVIDING LIMITED PROFESSIONAL SERVICES

Design Professional Firm: Ford Engineering, Inc.
10927 Wye Dr, Ste 104
San Antonio, TX 78217
TBPE No. F-1162
Ph: 210-590-4777
Fax: 210-590-4940
www.fordengineering.com

Client: City of Schertz
c/o Kathy Woodlee, P.E. - City Engineer
Address: 1400 Schertz Parkway
Schertz, Texas 78154
Phone: 210-619-1823
email: kwoodlee@schertz.com

Date: September 13, 2019

Project No: 1124.9215

Project Name/Location: E. Live Oak Pump Additions – Additional Design Services – Schertz, TX

Scope/Intent and Extent of Services: Proposal to provide professional engineering services for the preparation of a design and plans for a pre-manufactured metal canopy building in lieu of a masonry equipment room. Services include changes to electric to accommodate the new layout, a new structural foundation plan for metal canopy, design for a metal canopy building and preparation of plans for inclusion in bid documents.

Fee Arrangement: **\$13,580.00** Progress invoices are due on receipt in order to prevent delays. This budget figure will not be exceeded without authorization from Client. Should additional services within the original Scope be required, such services will be billed at the following hourly rates:

Senior Professional Engineer (P.E.):	\$165.00	Survey Tech:	\$ 85.00
Registered Professional Engineer (PE):	\$150.00	2-Man Field Crew:	\$145.00
Registered Professional Land Surveyor (RPLS):	\$150.00	3- Man Field Crew:	\$165.00
Design Engineer (E.I.T.):	\$ 90.00	4-Man Field Crew:	\$185.00
CADD Tech:	\$ 85.00	Clerical:	\$ 65.00

CHANGES TO THE ORIGINAL SCOPE/INTENT WILL BE NEGOTIATED AS AN AMENDED OR NEW CONTRACT/AGREEMENT.

Direct Project Expenses will be billed to Client as follows:

Additional Prints: \$10.00 (large) \$8.00 (small)

Federal Express, Property Research, Courier Services and Other Expenses: Amount of Invoice **PLUS 15%**

Client is expected to furnish **FORD ENGINEERING, INC.** with full information as to the Client's requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data.

Special Conditions: Client will be responsible for all fees in relation to, but not limited to, permit fees payable to the City of Schertz, Guadalupe County, and/or any other agency.

Prepared by: Mark B. Hill, P.E.

Each individual executing this Agreement on behalf of the **CLIENT** or **FIRM**, by this execution, acknowledges that he is duly authorized to commit the **CLIENT** or **FIRM** to this Agreement.*

Offered by:


signature
September 13, 2019
date

Mark B. Hill, P.E. / Principal
printed name/title

FORD ENGINEERING, INC.

Accepted by:

signature
date

printed name/title

name of client

TERMS AND CONDITIONS

Terms and Conditions: To be governed by the *"Agreement for Civil Engineering and Surveying Services"* between the City of Schertz, Texas and Ford Engineering, Inc. effective April 2016.

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: City Secretary
Subject: Resolution No. 19-R-137 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the nomination of Mr. Daryl John for the Guadalupe County Appraisal District Board of Directors, and other matters in connection therewith. (B. Dennis)

BACKGROUND

The City of Schertz Council received a letter asking for a nomination/nominations for Guadalupe County Appraisal District Board of Directors. On September 3, 2019, the City of Schertz Council discussed the nomination of Mr. Daryl John for Guadalupe County Appraisal District Board. Staff recommends approval of Resolution No. 19-R-137.

Attachment

Resolution No. 19-R-137

Attachments

Resolution No. 19-R-137

RESOLUTION NO. 19-R-137

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE NOMINATION OF MR. DARYL JOHN FOR GUADALUPE COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Schertz has recommended that the City nominate Mr. Daryl John for the Board of Directors with the Guadalupe County Appraisal District; and

WHEREAS, the City Council has determined that it is in the best interest of the City to nominate Mr. Daryl John for the Board of Directors with the Guadalupe County Appraisal District.

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

Section 1. The City Council hereby authorizes the nomination of Mr. Daryl John for Guadalupe County Appraisal District Board Member.

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 24 day of September, 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: City Secretary
Subject: Resolution No. 19-R-138 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the nomination of J. Keith Hughey for the Bexar County Appraisal District Board of Directors and other matters in connection therewith. (B. Dennis)

BACKGROUND

The City of Schertz Council received a letter asking for a nomination/nominations for Bexar County Appraisal District Board of Directors. On September 3, 2019, the City of Schertz Council discussed the nomination of J. Keith Hughey for Bexar County Appraisal District Board. Staff recommends approval of Resolution No. 19-R-138.

Attachments

Resolution No. 19-R-138

RESOLUTION NO. 19-R-138

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE NOMINATION OF MR. J. KEITH HUGHEY FOR THE BEXAR COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Schertz has recommended that the City nominate Mr. J. Keith Hughey for the Board of Directors with the Bexar County Appraisal District; and

WHEREAS, the City Council has determined that it is in the best interest of the City to nominate Mr. J. Keith Hughey for the Board of Directors with the Bexar County Appraisal District.

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

Section 1. The City Council hereby authorizes the nomination of Mr. J. Keith Hughey for Bexar County Appraisal District Board Member.

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 24 day of September, 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: City Secretary
Subject: Resolution No. 19-R-139 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the nomination of Dan Krueger for the Comal County Appraisal District Board of Directors, and other matters in connection therewith. (B. Dennis)

BACKGROUND

The City of Schertz Council received a letter asking for a nomination/nominations for Comal County Appraisal District Board of Directors. On September 3, 2019, the City of Schertz Council discussed the nomination of Mr. Dan Krueger for Comal County Appraisal District Board. Staff recommends approval of Resolution No. 19-R-139.

Attachments

Resolution No. 19-R-139

RESOLUTION NO. 19-R-139

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE NOMINATION OF MR. DAN KRUEGER FOR COMAL COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Schertz has recommended that the City nominate Mr. Dan Krueger for the Board of Directors with the Comal County Appraisal District; and

WHEREAS, the City Council has determined that it is in the best interest of the City to nominate Mr. Dan Krueger for the Board of Directors with the Comal County Appraisal District.

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

Section 1. The City Council hereby authorizes the nomination of Dan Krueger for Comal County Appraisal District Board Member.

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 24 day of September, 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: Parks, Recreation & Community Service
Subject: Resolution No. 19-R-110 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to extend the existing contracts for landscape maintenance of medians, parkways, and public grounds, with Maldonado Nursery and Landscaping and ACE CO. for up to three (3) one (1) year extensions. (B. James/L. Shrum)

BACKGROUND

The City of Schertz Parks, Recreation, and Community Services Department began contracting out mowing services for the city's campuses and medians (administration, library, fire stations, Schertz Parkway, etc.) several years ago. After careful analysis by staff, it was determined that more properties could be contracted out for mowing and landscaping services allowing existing staff more time to manage the growing number of park facilities.

Since the department has an initiative to raise the level of service, which is supported by the results of the Citizen Satisfaction Survey, contracting out these mowing and landscaping services will free up Parks' staff time and allow the current staff to focus on other park renovation and enhancement projects.

The department worked with the Purchasing Department to go through an extensive Request for Proposals (RFP) process in 2017 that ranked companies based on experience and references, equipment and resources, cost proposal, and operational plans. The RFP was broken up into three sections (Parks & Vacant Lots; City Campuses; and Parkways, Medians & Sidewalks) and allowed for multiple awards to different contractors. Based on their top ranking in this process, staff recommended contracting with Maldonado Nursery and Landscaping for the Parks & Vacant Lots and the Parkways, Medians & Sidewalks and ACE CO. for the City Campuses.

The original contract was a two-year term with an option to renew the agreement for three (3) one (1) year extensions. Staff is requesting Council authorization to execute extensions related to this agreement. Staff is proposing to enter into the first extension for the upcoming fiscal year and will determine whether to enter into the additional two extensions at the appropriate time.

Staff is recommending an annual Not to Exceed Approval of \$60,000.00 with ACE Co and a Not to Exceed Approval of \$95,000.00 with Maldonado Nursery, but the total amount spent between the two firms will not exceed \$131,500 annually. This is to allow for a bit of flexibility.

GOAL

Extend the existing contracts with Maldonado Nursery and Landscaping and ACE CO. to provide landscape maintenance of medians, parkways, and public grounds as allowed by the initial agreement.

COMMUNITY BENEFIT

The project will provide excellent landscape maintenance of medians, parkways, and public grounds and enhance the aesthetic of the community while freeing up Parks' staff time to focus on other park renovation and enhancement projects.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 19-R-110.

FISCAL IMPACT

Staff is recommending an annual Not to Exceed Approval of \$60,000.00 with ACE Co and a Not to Exceed Approval of \$95,000.00 with Maldonado Nursery, but the total between the two firms will not exceed \$131,500.00 annually.

RECOMMENDATION

Approval of Resolution 19-R-110.

Attachments

Resolution 19-R-110

MALDONADO AMENDMENT

ACE CO AMENDMENT

RESOLUTION NO. 19-R-110

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACTS WITH MALDANADO NURSERY AND LANDSCAPING AND ACE CO FOR THREE (1) ONE YEAR EXTENSIONS TOTALING NO MORE THAN \$131,500 PER YEAR FOR A TOTAL NOT TO EXCEED \$394,500 TO PROVIDE LANDSCAPE MAINTENANCE FOR MEDIANS, PARKWAYS, AND PUBLIC GROUNDS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz sought out prospective vendors who could provide landscape maintenance services through a competitive RFP process; and

WHEREAS, City awarded contracts to Maldonado Nursery and Landscaping and ACE CO to provide landscape maintenance for medians, parkways, and public grounds; and

WHEREAS, both firms have been providing landscape maintenance services for the past two years; and

WHEREAS, City staff has recommended the City extending the contracts for three (1) one-year extensions, with up to \$95,000 with Maldonado Nursery and Landscaping and up to \$60,000 with ACE CO, but not to exceed \$131,500 per year in total; and

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 extend the contracts with Maldonado Nursery and Landscaping in an amount up to \$95,000 per year and ACE CO in an amount up to \$60,000 per year but not to exceed \$131,500 between the two companies.

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 the 24th day of September 2019

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

AMENDMENT ONE

This Amendment is made to that Service Agreement previously executed by and between the CITY OF SCHERTZ, TEXAS ("City") and MALDONADO NURSERY AND LANDSCAPING ("Contractor").

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

Exhibit A, Scope of Work, Term of Service Agreement is hereby modified to read:

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2019 with the option to renew for three (3) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Exhibit A, Scope of Work, Compensation Schedule (Price) is hereby modified to read:

Pricing for the initial term of the agreement shall be as follows:

Mowing, String Trimming, Curb Edging, Blowing & Litter Control per Cycle for Properties Shown in Attachment A1 of RFP #17-PK-50-A-02:	
Location	Compensation per Cycle
Ashley Park	\$228.00
Cove Trail Drainage Lot	\$75.00
Cypress Point Park	\$472.00
Forest Ridge Park	\$850.00
Gutierrez Xeriscape Park	\$94.00
Heritage Oaks Park	\$589.00
Lone Oak Park	\$75.00
No Name Park	\$88.00
North Center	\$93.00
Oak Forest Park	\$116.00
Old Animal Control Building	\$78.00
Palm Park	\$107.00
Rhine Valley Park	\$225.00
The Park at Woodland Oaks	\$87.00
Wendy Swan Memorial Park	\$128.00
Cost per Acre for non-listed locations	\$44.95
Mowing, String Trimming, Curb Edging, Blowing, Litter Control, & Planting Bed Maintenance for Properties Shown in Attachment A2 of RFP #17-PK-50-A-02:	
Hal Baldwin Municipal Complex	\$1,986.00
Schertz Public Library Complex	\$1,010.00
Fire Station #2	\$114.00
Cost per Acre for non-listed locations	\$44.95

Mowing, String Trimming, Curb Edging, Blowing, Litter Control, & Planting Bed Maintenance for Properties Shown in Attachment A3 of RFP #17-PK-50-A-02:	
Location	Compensation per Cycle
Schertz Parkway (welcome sign, medians, sidewalks)	\$485.00
Legacy Oaks Parkway	\$120.00
Country Club Drive	\$185.00
Per Mile Cost for non-listed locations	\$225.71

Pricing for all contract renewal terms shall be reviewed and may be modified upon mutual agreement between both City and Contractor.

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

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

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

CITY:

CONTRACTOR:

By: _____

Name: Dr. Mark Browne

Title: City Manager

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

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

Maldonado Nursery and Landscaping
16348 Nacogdoches Road
San Antonio, Texas 78247

AMENDMENT ONE

This Amendment is made to that Service Agreement previously executed by and between the CITY OF SCHERTZ, TEXAS ("City") and ACE CO ("Contractor").

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

Exhibit A, Scope of Work, Term of Service Agreement is hereby modified to read:

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2019 with the option to renew for three (3) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Exhibit A, Scope of Work, Compensation Schedule (Price) is hereby modified to read:

Pricing for the initial term of the agreement shall be as follows:

Mowing, String Trimming, Curb Edging, Blowing & Litter Control per Cycle for Properties Shown in Attachment A1 of RFP #17-PK-50-A-02:	
Location	Compensation per Cycle
Ashley Park	\$398.65
Cove Trail Drainage Lot	\$41.12
Cypress Point Park	\$881.23
Forest Ridge Park	\$587.49
Gutierrez Xeriscape Park	\$167.85
Heritage Oaks Park	\$125.89
Lone Oak Park	\$28.54
No Name Park	\$164.50
North Center	\$173.73
Oak Forest Park	\$167.85
Old Animal Control Building	\$125.89
Palm Park	\$198.91
Rhine Valley Park	\$419.63
The Park at Woodland Oaks	\$151.07
Wendy Swan Memorial Park	\$209.82
Cost per Acre for non-listed locations	\$80.00
Mowing, String Trimming, Curb Edging, Blowing, Litter Control, & Planting Bed Maintenance for Properties Shown in Attachment A2 of RFP #17-PK-50-A-02:	
Hal Baldwin Municipal Complex	\$393.41

Schertz Public Library Complex	\$393.41
Fire Station #2	\$118.02
Cost per Acre for non-listed locations	\$80.00
Mowing, String Trimming, Curb Edging, Blowing, Litter Control, & Planting Bed Maintenance for Properties Shown in Attachment A3 of RFP #17-PK-50-A-02:	
Location	Compensation per Cycle
Schertz Parkway (welcome sign, medians, sidewalks)	\$668.79
Legacy Oaks Parkway	\$78.68
Country Club Drive	\$39.34
Per Mile Cost for non-listed locations	\$225.00

Pricing for all contract renewal terms shall be reviewed and may be modified upon mutual agreement between both City and Contractor.

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

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

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

CITY:

CONTRACTOR:

By: _____

Name: Dr. Mark Browne

Title: City Manager

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

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

ACE CO
2571 MacArthur View
San Antonio, Texas 78217

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: Executive Team
Subject: Resolution No. 19-R-104 - Consideration and/or action approving a Resolution authorizing the sixth amendment to the Interlocal Agreement with the Alamo Area Council of Governments (AACOG) to provide funding of \$42,666.00 for Transit Services in the City of Schertz. (B. James)

BACKGROUND

Schertz's residents benefit from access to ART (Alamo Regional Transit), the demand-response transit service operated by the Alamo Area Council of Governments (AACOG). ART makes it possible for the residents that use this service to be independent and improves their quality of life. Schertz and AACOG entered into an interlocal agreement for AACOG to provide the ART service in 2013. The agreement is amended annually to establish Schertz' financial contribution for the upcoming year. A match of \$42,666 is required this year, the same as last year. In addition to the on demand response service, this year ART began a one a week fixed route. The route runs on Tuesdays and serves Schertz and Cibolo.

GOAL

Enter into the agreement with AACOG for the ART service to provide transportation service for Schertz residents.

COMMUNITY BENEFIT

Allow Schertz residents to use this transportation service to improve their quality of life.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 19-R-104 authorizing the City Manager to enter into this sixth amendment to the interlocal agreement with AACOG for ART service.

FISCAL IMPACT

Schertz' match will be \$42,666 which has been budgeted.

RECOMMENDATION

Approval of Resolution 10-R-104.

Attachments

Res. 19-R-104
agreement
Data

RESOLUTION NO. 19-R-104

A RESOLUTION BY THE CITY COUNCIL AUTHORIZING A SIXTH AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG) TO PROVIDE FUNDING OF \$42,666.00 FOR TRANSIT SERVICES IN THE CITY OF SCHERTZ.

WHEREAS the Alamo Area Council of Governments (AACOG) has been providing transit services to Schertz through the ART program, and

WHEREAS in 2013 the City entered into an agreement with AACOG to provide demand response transit services, and

WHEREAS, VIA Metropolitan Transit is the designated recipient for Urban Funds which can be used to support this program, and

WHEREAS a local match of \$42,666.00 is required for the 2019-2020 Fiscal Year,

WHEREAS AACOG has been designated by VIA as the recipient of funds to continue to provide transit services,

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

Section 1. The City Council desires to enter into a sixth amended agreement with AACOG to provide a match of \$42,666.00 to allow the Alamo Area Council of Governments (AACOG) to continue to provide this transportation service per the agreement attached as per 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 24th day of September, 2019.

CITY OF SCHERTZ, TEXAS

Mayor, Michael R. Carpenter

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

Exhibit “A”

Third Amendment to the Agreement with AACOG

SIXTH AMENDMENT TO INTERLOCAL AGREEMENT FOR
City of Schertz Demand-response Route

This sixth amendment to the Interlocal Agreement for City of Schertz Demand-response Route (the "Agreement") is hereby entered into by and between the **City of Schertz** (the "City") and the **Alamo Area Council of Governments** ("AACOG"), to be effective October 1, 2019.

W I T N E S S E T H :

WHEREAS, the City and AACOG entered into that certain interlocal agreement ("the Agreement"), dated October 1, 2018 in which the City agreed to provide a matching fund payment for demand-response services to AACOG and AACOG agreed to provide demand-response public transportation for the City; and

WHEREAS, the parties desire to amend and revise the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties by mutually executing this Fifth Amendment, agree that the Agreement is amended as follows:

1. Add to Section 4.1 a subsection "a" to read as follows: "a. The City's Financial Contribution for Fiscal Year 2020 shall be \$42,666"

IT IS HEREBY AGREED BY THE PARTIES HERETO, that with the exception of those terms and conditions specifically modified and amended herein, the herein referenced Interlocal Agreement shall remain in full force and effect in all its terms and conditions.

EXECUTED the day and year first above written.

CITY OF SCHERTZ:

**ALAMO AREA COUNCIL OF
GOVERNMENTS:**

By: _____
Mark Browne
City Manager

By: _____
Diane Rath
Executive Director

Date: _____

Date: _____

SCHERTZ UZA DATA

presented to

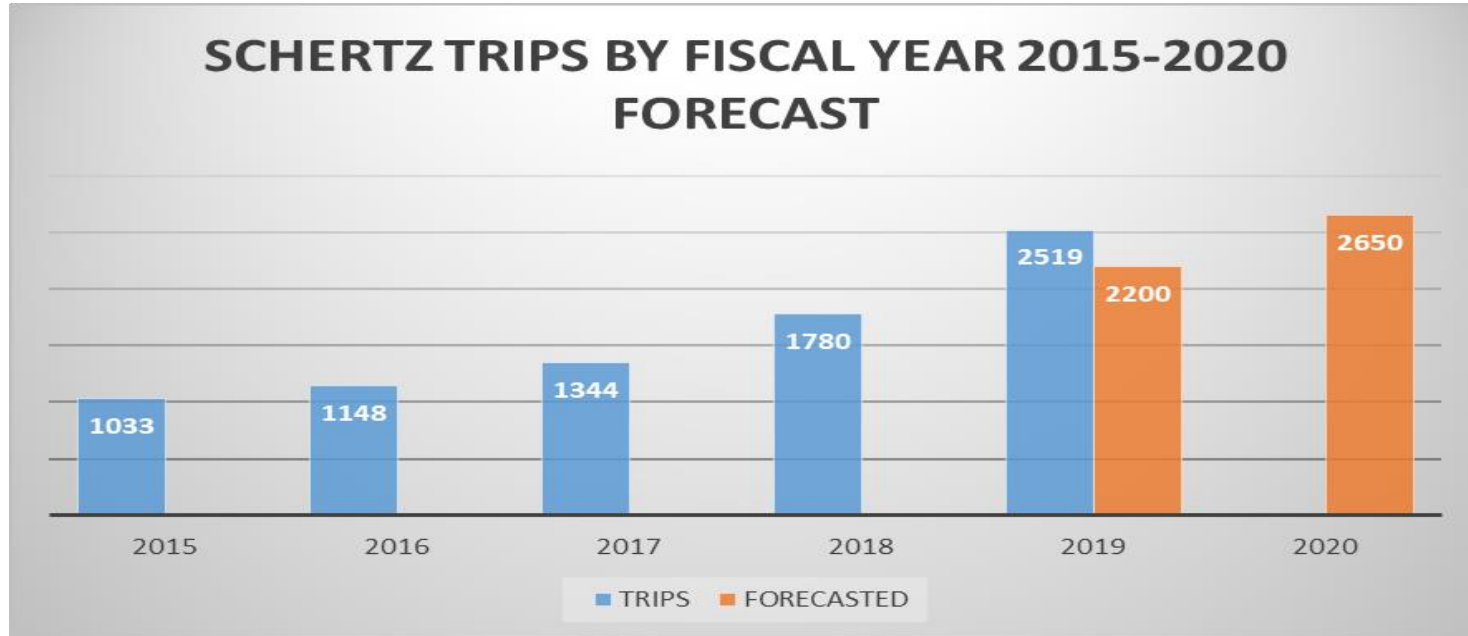
City of Schertz

presented by

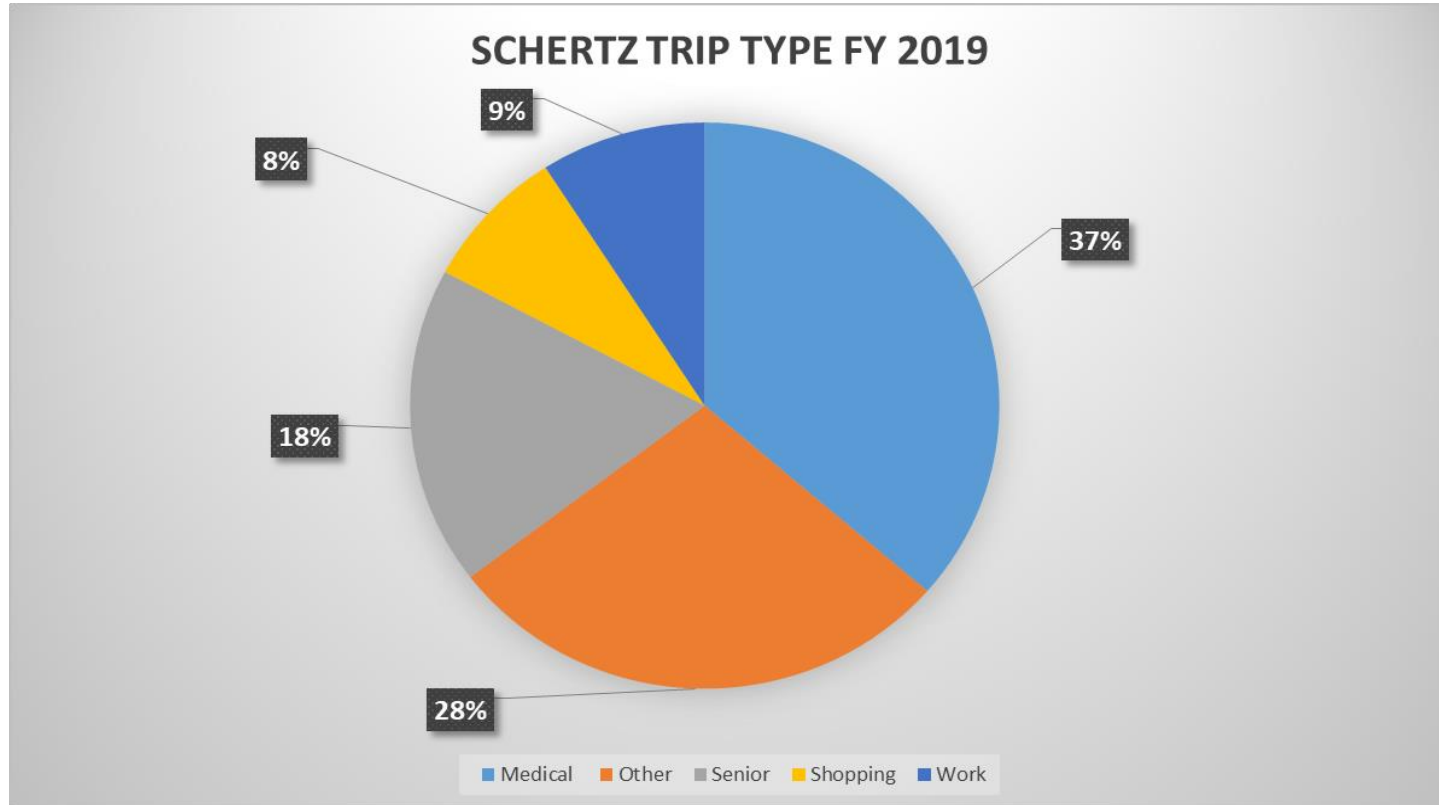
Sean Scott

Transportation Director

SCHERTZ UZA DATA



SCHERTZ UZA DATA



SCHERTZ UZA DATA

- MOST COMMON DESTINATIONS

- WALMART-6102 FM 3009

- SCHERTZ SENIOR CENTER-608 SCHERTZ
PARKWAY

- FRESENUIS KIDNEY CARE VILLAGE-11701
TOEPPERWEIN

- BAPTIST HEALTH-5000 BAPTIST HEALTH DRIVE

SCHERTZ UZA DATA

- UZA Zone represents 20% of ART's Total Volume
 - Schertz is 9% of UZA Trip Volume
 - Average Service hours a month for ART is 7807 hours
 - $7807 \text{ hrs} \times 20\% = 1561.4$ service hrs per month for UZA
 - $1561.4 \text{ hrs} \times 9\% = 140.5$ service hrs per month for Schertz
 - $140.5 \text{ service hrs} \times \$50.00 \text{ per hour (ART's cost per hour)}$
 - Cost of \$7,025.00 per month for Schertz

SCHERTZ UZA DATA

- \$7,025 X 12-months = \$84,300.00 in Operating Costs for City of Schertz
 - Federal Funding provides approximately \$42,000.00 for operating costs
 - Match Requirement for City of Schertz would be \$42,666.00
-
- ART has requested that funding for FY 20 remain the same as FY 19.

SCHERTZ UZA DATA

- Additional transportation services being provided within the UZA Zone including the City of Schertz

Route Information

Route will originate at El Sereno Senior Living, taking you to Walmart, Shops at Cibolo Bend, CVS (Cibolo), Schertz YMCA, Parkway Village Shopping Center, Schertz Parkway Professional Plaza, HEB Plus!, Walgreens (Schertz), and CVS (Schertz).

Route Deviation

Call at least 24 hours in advance for route deviations for both pick-ups and drop-offs near the route.

Lift Assistance

This is a public service available for any individuals regardless of disability or age. All vehicles are equipped with lifts for individuals that need mobility assistance.

Cost

\$1.00 per ride for any trips along the route.

Alamo Regional Transit
8700 Tesoro Dr, Ste 160
San Antonio, TX 78217

1-866-889-7433

www.aacog.com/art

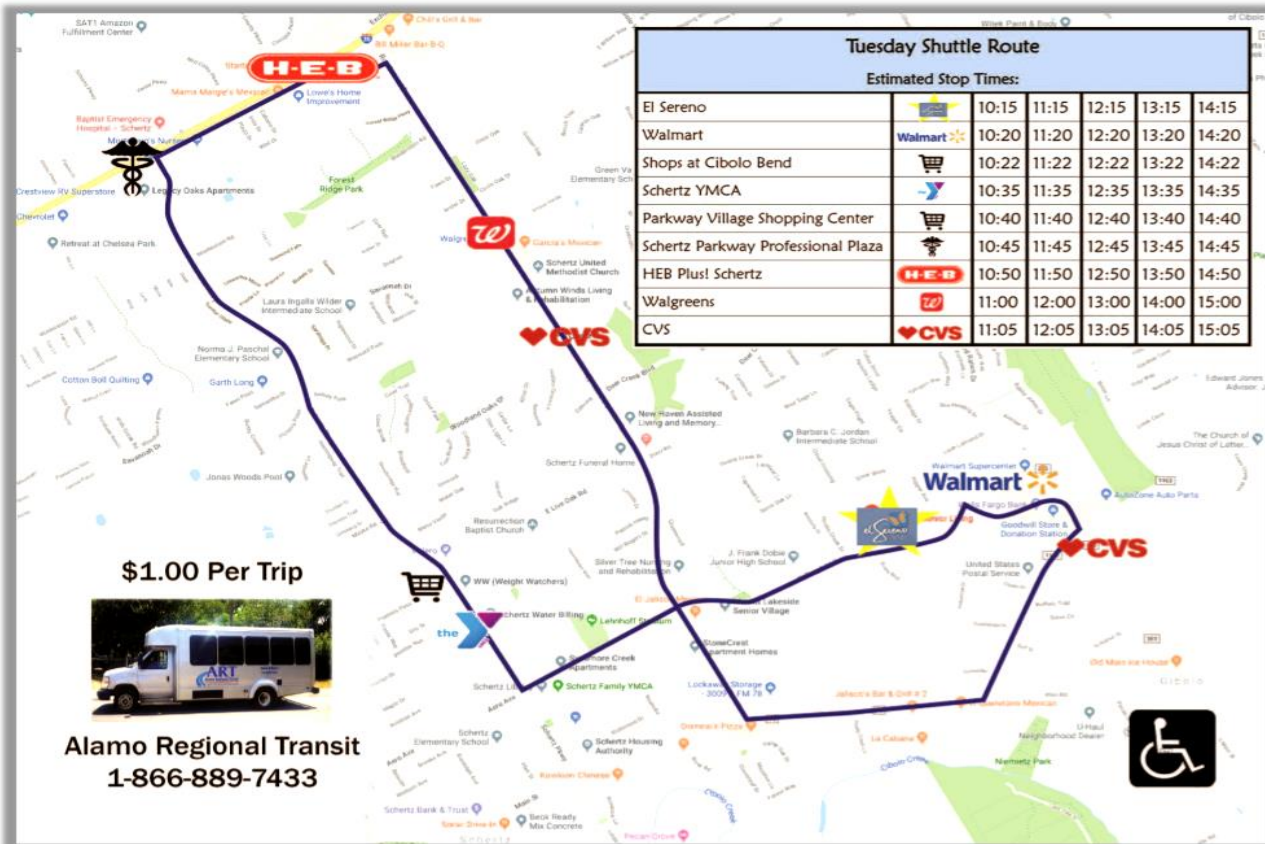
Connect
Cibolo - Schertz



Connecting you where
you need to go!

Provided By:
Alamo Regional Transit

SCHERTZ UZA DATA



Questions?

Sean Scott

sscott@aacog.com

210-362-5303

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: Executive Team
Subject: Resolution No. 19-R-135 Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the purchase of equipment for A/V Upgrades for the Schertz Civic Center in an amount not to exceed \$235,150 with Summit Integration Systems. (S. Gonzalez/E. Matlock)

BACKGROUND

The Schertz Civic Center was built in 2006 as part of a CO bond from 2004. The facility cost \$3 million to build and is currently being used for rental space and office space for Public Affairs staff. Since it was built, there have not been any major upgrades to the Audio-Visual (“A/V”) system in the facility. The main rental facility includes two rooms – the Bluebonnet Hall and the Grand Ballroom. Both rooms host events throughout the year and attract out-of-town conferences and conventions from across the state. Staff and customers experience problems with the outdated A/V system as it is not compatible with current technology, it is not reliable, and it does not fit the need of the facility, especially when it is booked for conferences and conventions.

At the October 23, 2018 City Council meeting staff presented an overview of the Civic Center operations which outlined budgeted expenses, annual revenues, cost recovery information, and proposed operational changes that would work toward improving efficiencies and realizing cost savings. Staff also indicated that they had gone out for bid for A/V upgrades but would be bringing that item back to Council in November to reject the bids.

In November 2018 staff came to Council to reject the bids the city received for A/V upgrades for the Civic Center. At the time, Staff had anticipated the cost to be \$50,000; however, as the system had not been upgraded since the facility was built in 2006, staff discovered the bids came in significantly higher and that upgrading the whole system to current technology would cost \$200,000 - \$250,000. At the time, staff’s focus was on making the above-mentioned operational changes to improve efficiencies and close the gap on cost recovery. During the conversation with Council it was discussed that the City’s hotel occupancy tax (“HOT”) funds could be an avenue as a funding source for the A/V system upgrade. Staff also stated that while they do not anticipate improvements to the A/V system generating any additional revenue, an investment into the facility needs to be made and the current system needs to be upgraded. Staff indicated this item would be revisited in 2019 once time had been taken to implement and evaluate the operational changes.

On the July 9, 2019 City Council agenda, staff provided an Informational Item regarding Civic Center Updates. Staff indicated they had received approval from Management, Finance and Legal to use HOT funds for the A/V upgrades and were currently moving forward with Purchasing for this project.

A Request for Quote (“RFQ”) was posted to the BuyBoard website inviting vendors with Buyboard Contracts to submit a proposal for the A/V upgrades at the Civic Center. The RFQ was posted June 4, 2019 with a response deadline of June 21, 2019. Vendors were given an opportunity to visit the Civic Center prior to providing a submission. Five responses were received for the RFQ and all five vendors were invited to meet with Civic Center and IT staff to discuss their proposed system. Upon completion

of the vendor presentations, the field was narrowed to two vendors. Civic Center and IT staff then went on site visits to view project locations completed by each vendor, to see their equipment, and to talk to the end-users about their experience with the vendors and the installment process. After evaluating the proposed equipment, pricing, presentations, and site visits, an award to Summit Integration Systems was recommended.

Summit Integration Systems is a contracted vendor with BuyBoard. This group purchasing cooperative gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts by utilizing contracts that were competitively procured by other entities, combined with the ease of online, web-based shopping and ordering. Purchases under cooperative programs meet the requirements under the Texas Local Government Purchasing Code rule for cooperative purchases as adopted by the City of Schertz Resolution 11-R-41 on August 30, 2011.

Under Section 351.101 (a)(1) Use of Tax Revenue in Texas Local Government Code, this project is qualified to use the City's HOT fund and is budgeted in the FY 19-20 budget. Once approved, the estimated timeline for the project is about 45 days, based on Civic Center room availability. Civic Center staff will work with Summit Integration Systems to schedule time on the room calendar of the facilities. Additionally, electrical work will be needed to complete the project, but staff does not anticipate high costs for this and will work with Purchasing separate from this scope of work to procure the power needs with an electrician.

The scope of work and quote provided by Summit Integration Systems is \$215,150. Given the age of the facility and the unknown of what may be discovered during the complete upgrade, staff is adding a City controlled contingency of \$20,000 for a total not to exceed amount of \$235,150.

GOAL

The goal of this project is to provide a complete upgrade to the current A/V system in the Civic Center main rental facility (to include the Bluebonnet Hall and the Grand Ballroom).

COMMUNITY BENEFIT

Upgrading the facility to today's technology will benefit the customers of the Civic Center, both internal and external.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council authorizes the purchase of equipment for A/V Upgrades for the Schertz Civic Center, under BuyBoard Agreement, and approve Resolution 19-R-135 to spend a not to exceed amount of \$235,150 with Summit Integration Systems for FY 19-20.

FISCAL IMPACT

This is a budgeted project in the FY 19-20 budget and funds for this project will come out of the City's HOT fund account. The estimated amount of the HOT fund balance at the end of FY 18-19 is \$2,209,878.

RECOMMENDATION

Staff recommends Council authorizes the purchase of equipment for A/V Upgrades for the Schertz Civic Center, under BuyBoard Agreement, and approve Resolution 19-R-135 to spend a not to exceed amount of \$235,150 with Summit Integration Systems for FY 19-20.

Attachments

Resolution 19-R-135

Civic Center AV Scope of Work and Quote

RESOLUTION NO. 19-R-135

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE PURCHASE OF EQUIPMENT FOR A/V UPGRADES FOR THE SCHERTZ CIVIC CENTER IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED FIFTY DOLLARS WITH SUMMIT INTEGRATION SYSTEMS.

WHEREAS, the Schertz Civic Center was built in 2006 as a part of a CO bond from 2004 and is currently being used for rental space and office space for City staff; and

WHEREAS, the rental space includes two rooms – the Bluebonnet Hall and the Grand Ballroom; and

WHEREAS, both rooms host events throughout the year and attract out-of-town conferences and conventions from across the state; and

WHEREAS, since the facility was built, there has not been any major upgrades to the A/V system and as such, a need has been identified to do so as staff and customers experience problems with the outdated A/V system as it is not compatible with current technology, it is not reliable, and it does not fit the need of the facility when it is booked for conferences and conventions; and

WHEREAS, City staff has recommended Summit Integration Systems, a BuyBoard National Purchasing Cooperative vendor, for the purchase of this equipment; and

WHEREAS, BuyBoard is a group purchasing cooperative that gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts by utilizing contracts that were competitively procured by other entities, combined with the ease of online, web-based shopping and ordering; and

WHEREAS, purchases under the cooperative programs meet the requirements under the Texas Local Government Purchasing Code rule for cooperative purchases as adopted by the City of Schertz Resolution 11-R-41 on August 30, 2011 amending the City's purchasing policy; and

WHEREAS, funding for this project will come from the City's Hotel Occupancy Tax ("HOT") fund; and

WHEREAS, in Section 351.101 (a)(1) Use of Tax Revenue in Texas Local Government Code states that revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following: the acquisition of site for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities; and

WHEREAS, the City Council has determined that it is in the best interest of the City to purchase equipment from Summit Integration Systems for A/V upgrades for the Schertz Civic

Center as an eligible expenditure of HOT funds that will directly enhance and promote tourism and the convention and hotel industry, pursuant to the recommendation made by City staff.

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

Section 1. The City Council hereby authorizes purchases with Summit Integration Systems of Two Hundred Fifteen Thousand One Hundred Fifty Dollars and no cents (\$215,150.00) plus a City controlled contingency in the amount of Twenty Thousand Dollars and no cents (\$20,000.00) for a total not-to-exceed the amount of **TWO HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED FIFTY (\$235,150.00)** during the FY 2019-2020 in substantially the form set forth on Attachment 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 24th day of September, 2019.

CITY OF SCHERTZ, TEXAS

Mayor, Michael R. Carpenter

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

ATTACHMENT A

CIVIC CENTER AV SCOPE OF WORK AND QUOTE

City of Schertz

Civic Center – Main Ballroom and Bluebonnet Room
Audio Visual System Refresh – **REV1**

ORIGINAL



Company Profile Our track record tells the story. Since 1995, Summit Integration Systems has expanded from a single sales representative into one of the world's largest dealers of presentation technology. With offices across Texas and Louisiana, Summit Integration Systems has emerged as the preferred supplier of AV presentation systems to the corporate and educational markets. You can expect a presentation system that's tailored to your unique application and requirements. We listen and take the time for a detailed analysis that will match equipment and systems to meet your specifications. The dynamic partnerships we enjoy within the A/V equipment industry allow us to support today's finest equipment in every imaginable environment. Summit Integration Systems designs, programs, builds, installs, and services each system - from the simplest solution to the most sophisticated multimedia and video conferencing integration.



Quality and Service Your Business Can Count On

Our success is built on understanding the importance of a good presentation system. Over the years Summit Integration Systems has completed many auditorium installation, instructor stations, message communication, and distance learning solutions - at a cost-effective and rock solid design for every education need.

Our wide array of services and solutions include:

- **Integration** – Our expertise lies in planning, designing and integrating facilities such as auditoriums, multimedia classrooms, training centers, higher education college facilities, digital signage systems, master control centers and more. Our staff interfaces throughout your project with architects, facilities managers, IT staff, and AV management personnel.



- **Customized Systems** – With Summit Integration Systems, you can expect a presentation system that's tailored to your specifications. We design, program, build, install, and service each system.

- **Authorized Service** – We have a dedicated sales force that is trained for rapid turn-around on repairs. Our factory-trained and certified technicians are available 24/7 for onsite service needs.

- **Maintenance Agreements** – Whenever possible, we negotiate extended warranties and scheduled maintenance agreements to help you protect your new AV systems.

September 13, 2019

City of Schertz
Julie Gohlke, M.A., CTPM
1400 Schertz Pkwy, Admin Bldg 2
Schertz, TX 78154
(210) 619-1163

Ms. Gohlke,

Thank you for allowing Summit Integration Systems the opportunity to prepare this proposal for the upgrade of audio / visual systems in the Civic Center. Our proposal covers the AV system work as discussed on site and as described in the narratives below.

Please review our proposal scope of work based on our recommendations for the spaces and feel free to contact me directly should you have any questions. Thank you and I look forward to hearing from you!

Respectfully Yours,

A handwritten signature in black ink, appearing to read "Andrew J. Luther", with a long horizontal line extending from the end of the signature.

Andrew Luther
Account Representative
Summit Integration Systems
17361 Bell North Drive, Suite 105
Schertz, TX 78154
aluther@summit-sys.com
210-530-0531 x6313



Proposal Scope of Work

The primary reason for the development of this project proposal scope of work is to ensure that Summit Integration Systems (Hereafter called Summit) is proposing the level of functionality that the City of Schertz requires for the refresh of audio visual in equipment in their main ballroom and bluebonnet room in the civic center.

The Civic Center currently has AV systems that are 12 years old and are failing.

The City would like a recommendation for a complete update of their systems.

There are two main rooms, the Bluebonnet Room and the Grand Ballroom.

The Blue Bonnet Room: is a smaller room with a capacity of approximately 120 people. They currently have a small system housed in a small wooden rack in the front of the room. There is a small Crestron touch panel for control of the system.

Desired Upgrades:

- State of the Arts presentation system
 - Dual projection system - Summit is proposing 5,000lu laser projectors to avoid maintenance and down time due to lamp failures.
 - Local input plates for each of the projectors.
 - Local control of the room.
 - The ability to display signals from the centralized AV system.
 - Reinforced audio with both wired and wireless microphones
 - Quality music and video sound playback for entertainment.
 - **Removal of existing wood cabinet**

The Grand Ballroom:

Currently is dividable into 5 separate spaces, 3 of which have AV equipment in them. The room is approximately 110' in depth and 88' in width. There is a central audio-visual communications room in the center of the rear wall.

Desired Upgrades:



- A full presentation system that can be used in the single combined mode as a dual presentation system or divided into 4 complete presentation rooms with the ability to be combined in any configuration desired.
 - o Local inputs in each room for connection of HDMI and VGA sources.
 - o Local inputs in each room for wired microphone.
 - o Inputs in each room for line level audio
 - o Apple TV, Blu-ray, streaming audio and Roku devices located in central AV closet.
 - o Removal of existing wood cabinet
- Audio overflow in the lobby, restrooms and the meeting rooms hallway

Summit has included a turnkey upgrade solution for these rooms based on the following list of equipment used for basis of design. All equipment shall meet or exceed the critical salient characteristics of the following items:

Qty	Manufacturer	Model #	Description
-	-	-	DISPLAYS
<u>1</u>	<u>LG</u>	<u>75UT640S0UA</u>	<u>75" UT640S Series UHD Commercial Signage TV</u>
<u>1</u>	<u>Chief</u>	<u>LTM1U</u>	<u>Large Fusion Micro-Adjustable Tilt Wall Mount</u>
<u>2</u>	<u>Epson</u>	<u>V11H733920</u>	<u>Pro L1300UNL WUXGA 8000LU Projector (Main Ballroom)</u>
<u>2</u>	<u>Epson</u>	<u>V12H004W05</u>	<u>ELPLW05 Short Throw Zoom Lens</u>
<u>2</u>	<u>Epson</u>	<u>V11H734020</u>	<u>Pro L1200U WUXGA 7000LU Projector w/ Std Lens (Ballroom)</u>
<u>2</u>	<u>Epson</u>	<u>V11H903020</u>	<u>L510U WUXGA 5000LU Projector (Blue Bonnet)</u>
<u>6</u>	<u>Chief</u>	<u>RPMAUW</u>	<u>RPA Elite Universal Projector Mount</u>
<u>6</u>	<u>Chief</u>	<u>CMS440</u>	<u>Speed-Connect Above Tile Suspended Ceiling Kit</u>
<u>6</u>	<u>Chief</u>	<u>CMS003W</u>	<u>3" Fixed Extension Column</u>
<u>2</u>	<u>DaLite</u>	<u>70257L</u>	<u>Large Advantage Electrol 222" diag w/ LVC</u>
<u>2</u>	<u>DaLite</u>	<u>34524LR</u>	<u>Advantage Electrol 164" diag w/ RS232 Control</u>
<u>2</u>	<u>DaLite</u>	<u>20858LSR</u>	<u>Advantage Electrol 123" diag w/ RS232 Control</u>
-	-	-	-
-	-	-	VIDEO Infrastructure
<u>1</u>	<u>Crestron</u>	<u>DM-MD16X16-CPU3</u>	<u>16X16 DigitalMedia Switcher</u>
<u>7</u>	<u>Crestron</u>	<u>DMC-4KZ-C-DSP</u>	<u>DigitalMedia 8G+ Input Card</u>

SCHERTZ CIVIC CENTER
A/V SYSTEMS REFRESH

4	<u>Crestron</u>	<u>DMC-4KZ-HD-DSP</u>	<u>HDMI Input Card w/DSP</u>
4	<u>Crestron</u>	<u>DMC-4KZ-CO-HD</u>	<u>2 Channel DigitalMedia 8G+</u>
1	<u>Crestron</u>	<u>DMC-4KZ-HDO</u>	<u>2 Channel DigitalMedia HDMI /scaler output card</u>
3	<u>Crestron</u>	<u>DMC-HDO</u>	<u>2 Channel DigitalMedia HDMI output card (for audio routing)</u>
6	<u>Crestron</u>	<u>DM-TX-200-C-2G-W-T</u>	<u>Wall Plate DigitalMedia 8G+ Transmitter</u>
7	<u>Crestron</u>	<u>DM-RMC-4KZ-SCALER-C</u>	<u>4K DigitalMedia 8G+ Receiver & Room Controller w/ Scaler</u>
-	-	-	-
-	-	-	<u>Control</u>
1	<u>Crestron</u>	<u>CP3N</u>	<u>3-Series Control System</u>
1	<u>Crestron</u>	<u>DM-PSU-16-PLUS</u>	<u>16 Port PoDM+ Power Supply for DM 8G+ I/O Cards</u>
6	<u>Crestron</u>	<u>TSW-760-B-S</u>	<u>7" Touch Screen Black Smooth</u>
1	<u>Crestron</u>	<u>TS-1542-TILT-B-S</u>	<u>15.6 HD Touch Screen</u>
4	<u>Crestron</u>	<u>C2N-IO</u>	<u>Control Port Expansion Module</u>
1	<u>Denon</u>	<u>DN-500BD MKII</u>	<u>Professional Grade Blu-Ray Player</u>
1	<u>Apple</u>	<u>Apple TV</u>	<u>Apple TV 4K 32GB</u>
1	<u>Apple</u>	<u>iPad Pro</u>	<u>11" Space Grey 64GB WiFi for System Control</u>
1	<u>Roku</u>	<u>Ultra</u>	<u>4K / HDR Streaming Player</u>
-	-	-	-
-	-	-	<u>AUDIO</u>
1	<u>Biamp</u>	<u>SERVER-IO AVB</u>	<u>Configurable I/O DSP with up to 48 Channels</u>
9	<u>Biamp</u>	<u>SIC-4</u>	<u>4 Channel Mic / Line Input Card</u>
3	<u>Biamp</u>	<u>SOC-4</u>	<u>4 Channel Mic / Line Output Card</u>
5	<u>Liberty</u>	<u>Custom Plate</u>	<u>1 3.5 in 2 XLR in</u>
1	<u>Liberty</u>	<u>Custom Plate</u>	<u>1 3.5 in 2 XLR in 2 XLR Out</u>
2	<u>Whirlwind</u>	<u>DIR</u>	<u>Unbalanced to Balanced converter</u>
2	<u>Shure</u>	<u>SM58S</u>	<u>Wired Handheld Microphone</u>
4	<u>Atlas Sound</u>	<u>MS10CE</u>	<u>Stand mic floor stand black base</u>
4	<u>Atlas Sound</u>	<u>DS2</u>	<u>Stand Mic Desk 4in Vibration Reducing</u>
2	<u>Whirlwind</u>	<u>MKQ10NPRED</u>	<u>Microphone, Quad, XLRf to XLRM, 10'</u>
2	<u>Whirlwind</u>	<u>MKQ25NPBLACK</u>	<u>MICROPHONE- QUAD- XLRf TO XLRM-25'</u>
2	<u>Whirlwind</u>	<u>MKQ50NPBROWN</u>	<u>Microphone, Quad, XLRf to XLRM, 50'</u>
4	<u>Shure</u>	<u>ULXD2/K8</u>	<u>Digital Handheld Transmitter with KSM8 Capsule</u>
4	<u>Shure</u>	<u>ULXD1</u>	<u>Digital Bodypack Transmitter</u>
4	<u>Shure</u>	<u>WL184</u>	<u>Supercardioid TQG Lavalier Microphone</u>
2	<u>Shure</u>	<u>MX153</u>	<u>Earset Headworn Microphone</u>

SCHERTZ CIVIC CENTER
A/V SYSTEMS REFRESH

<u>2</u>	<u>Shure</u>	<u>ULXD4Q</u>	<u>Quad-Channel Digital Wireless Receiver</u>
<u>2</u>	<u>Shure</u>	<u>UA221</u>	<u>Passive Antenna Splitter/Combiner</u>
<u>4</u>	<u>Shure</u>	<u>UA874</u>	<u>UHF Active Directional Antenna</u>
<u>2</u>	<u>Shure</u>	<u>UA834</u>	<u>In-Line Antenna Amplifier</u>
<u>8</u>	<u>Shure</u>	<u>SB900A</u>	<u>Rechargeable Lithium-Ion Battery</u>
<u>1</u>	<u>Shure</u>	<u>SBC800</u>	<u>8-Bay Networked Docking Charger</u>
<u>1</u>	<u>QSC</u>	<u>CX204V</u>	<u>4-Channel 200w 70V Power Amplifier</u>
<u>1</u>	<u>QSC</u>	<u>CX108V</u>	<u>8-Channel 200w 70V Power Amplifier</u>
<u>58</u>	<u>EVID</u>	<u>C8.2</u>	<u>8" 2-Way Coaxial Ceiling Loudspeaker</u>
<u>4</u>	<u>Polk Audio</u>	<u>RC85i</u>	<u>2-way Premium In-Wall 8" Speakers</u>
<u>1</u>	<u>Autonomic</u>	<u>AU-MMS-3E</u>	<u>Mirage Music Streamer</u>
-	-	-	-
-	-	-	Assisted Listening
<u>1</u>	<u>Listen</u>	<u>LS-55-072</u>	<u>LISTEN IDSP PRIME LEVEL III STATIONARY RF SYSTEM (72 MHZ)</u>
-	-	<u>Included</u>	<u>One (1) LT-800-072-01 Stationary RF Transmitter (72 MHz)</u>
-	-	<u>Included</u>	<u>One (1) LA-122 Universal Antenna Kit (72 MHz and 216 MHz)</u>
-	-	<u>Included</u>	<u>One (1) LA-326 Universal Rack Mounting Kit</u>
-	-	<u>Included</u>	<u>Four (4) LR-4200-072 Intelligent DSP RF Receiver (72 MHz)</u>
-	-	<u>Included</u>	<u>Four (4) LA-401 Universal Ear Speaker</u>
-	-	<u>Included</u>	<u>Two (2) LA-430 Intelligent Earphone/Neck Loop Lanyard</u>
-	-	<u>Included</u>	<u>One (1) LPT-A107-B Dual RCA to Dual RCA Cable 6.6 ft. (2 m)</u>
-	-	<u>Included</u>	<u>One (1) LA-381-01 Intelligent 12-Unit Charging Tray</u>
-	-	<u>Included</u>	<u>One (1) LA-304 Assistive Listening Notification Signage Kit</u>
<u>8</u>	<u>Listen</u>	<u>LR-4200-072</u>	<u>Intelligent DSP RF Receiver (72 MHz)</u>
<u>8</u>	<u>Listen</u>	<u>LA-401</u>	<u>LA-401 Universal Ear Speaker</u>
<u>4</u>	<u>Listen</u>	<u>LA-430</u>	<u>Intelligent Earphone/Neck Loop Lanyard</u>
<u>2</u>	<u>Listen</u>	<u>LPT-A107-B</u>	<u>Dual RCA to Dual RCA Cable 6.6 ft. (2 m)</u>
<u>1</u>	<u>Listen</u>	<u>LA-304</u>	<u>Assistive Listening Notification Signage Kit</u>
-	-	-	-
-	-	-	Equipment Rack
<u>1</u>	<u>MidAtlantic</u>	<u>ERK-4425KD</u>	<u>ERK Series Rack, 44 RU, 25"D,</u>
<u>1</u>	<u>MidAtlantic</u>	<u>VFD-44</u>	<u>Vented Front Door, 44 RU Racks</u>
<u>1</u>	<u>MidAtlantic</u>	<u>CBS-ERK-25</u>	<u>Caster Base, 25"D, ERK Series</u>
<u>1</u>	<u>MidAtlantic</u>	<u>ERK-RR44</u>	<u>Rackrail, 10-32, 44 RU, ERK Series</u>
<u>1</u>	<u>MidAtlantic</u>	<u>PDT-1415C-NS</u>	<u>Power Strip, 14 Outlet, 15A</u>
<u>1</u>	<u>MidAtlantic</u>	<u>UPS-2200R-8IP</u>	<u>UPSRackmount Power, 8 Outlet, 2150VA/1650W, Indiv. Outlet, Web Enabled</u>

DELIVERY, STORAGE, AND HANDLING

- A. To prevent damage or entrance of foreign matter, product will be shipped in its original container.
- B. We shall transport material in accordance with manufacturer's recommendations.
- C. We shall provide appropriate protective covering during installation.
- D. Any product damaged during shipping, storage or handling by Summit shall be replaced at no expense to client. Damage caused by others will be handled upon mutual agreement by all parties involved.
- E. If possible we request the client provide a secure location for onsite or on campus storage of the equipment we are providing. We are aware that the stored equipment is still our responsibility in the event of loss or damage.

PROJECT CONDITIONS

- A. Summit will make every effort to field verify job site conditions applicable to our scope of work. We will notify client in writing (this includes email) of discrepancies, conflicts, or omissions promptly upon discovery.

FINAL INSPECTION AND TESTING

Upon completion of commissioning Summit will receive project sign-off and close-out documentation will be given to client. On this date the one-year warranty will begin. In the event client begins using the equipment prior to the final inspection and testing, the 1 year warranty will begin immediately and system acceptance will be presumed.

WARRANTY:

- A. Summit shall warrant equipment to be free of defects in materials and workmanship for one-year following the date of project sign-off. Other than for commissioning purposes any use of any equipment provided by Summit is not allowed until after acceptance and project sign-off. If regular use happens Summit assumes client has accepted the installation as is and sign-off will be required of.
- B. The AV systems provided by Summit is designed to be free of defects and deficiencies, and to conform to the drawings and specifications above in terms of kind, quality, function, and characteristics stated in this scope of work. Summit will repair or replace defects occurring in labor or materials within the warranty period without charge to client.



C. Within the Warranty period, answer service calls within eight hours, and we will make every effort to correct the problem within twenty-four hours.

D. This warranty shall not void specific warranties issued by manufacturers for greater periods of time, nor shall it void any rights guaranteed to client by law.

E. Summit will provide client with the name, telephone number and email address of the POC for service. This information will be included as part of close-out documentation.

F. Thirty days prior to the end of the warranty period Summit will provide a complete checkout of all system components and repair or replace any defective equipment discovered during the testing. We shall correct free of charge any defects in wiring or other functional problems reported to us by client that is not caused by user error or a deviation of the initial intent of the system as described above. Warranty replacement and service of equipment shall not apply to owner furnished equipment. Summit will coordinate inspection visit with client.

INSTRUCTION OF CLIENT PERSONNEL

A. After final completion, Summit will provide instruction to client designated personnel on the proper operation and maintenance of the System.



Statement of Performance

This statement of performance is intended to provide you with our working standards and expectations while planning and installing your system. Please feel free to request references from other projects to validate the performance standards we have set forth in this statement. These are general standards and may not apply to each installation.

Client Responsibilities:

- Client to coordinate with building maintenance to provide uninterrupted access to the installation site and suitable secure space for the storage of equipment before installation. Summit Integration Systems cannot assume responsibility for the condition or adequacy of the facility in which the system is to be stored, installed or operated.
- Client to provide all "core" holes to specified locations and installation of floor penetrations.
- Client to provide a 110 VAC circuit to all specified equipment locations. These circuits cannot be "shared" with other items, such as lighting, phone systems, etc.
- Client to provide all computer equipment and peripheral cables (mouse and keyboard cables).
- Summit Integration Systems strongly recommends that all electrical circuits supplying power to the system originate from the same power panel and phase. Summit Integration Systems will take all possible precautions to prevent hum or distortions created by ground differential, electromagnetic or electrostatic fields and to supply adequate ventilation to all equipment as specified by the manufacturer. Summit Integration Systems will notify you of any hum or distortions, beyond our control, caused by interference with the building structure, electrical or existing equipment and advise you of the alternatives to alleviate the problem. Summit Integration Systems will advise you of any unsatisfactory operating condition due to temperature, humidity, ventilation, mechanical structure or other safety concern.
- Summit Integration Systems is not responsible for HVAC air handling systems that cause the ceiling to vibrate and thus the projected image. If such issue arises, Summit Integration Systems will require a new order for time and materials to try and correct this issue. This has a history of being resolved 90% of the time, however there have been extreme instances where projector vibration cannot be avoided.
- Client is responsible for all parts and materials shipped to the job site that has been signed for by a client authorized representative.
- Client is responsible for all ceiling modifications, conduit installation, patching and painting.
- Any additional work not listed in the original scope of work will require a Change Order. Each Change Order will be subject to a \$125.00 fee plus time and materials.



Summit Integration Systems Responsibilities:

- Summit Integration Systems will install all equipment in accordance with the manufacturers' specifications, national and local regulation ordinances and codes, including all OSHA guidelines. Unless specifically stated, all work will be performed during the normal working hours of Monday through Friday, between 8:00AM and 5:00PM, except for recognized holidays. Requested hours outside normal business hour will be subject to an increase in labor charges.
- Summit Integration Systems staff and our partners will conduct themselves in a professional, courteous manner, maintaining a clean-cut appearance and acceptable dress. All Summit Integration Systems staff is expected to check in and out with you or an assigned contact at the beginning and end of the workday.
- Summit Integration Systems staff will maintain a clean and safe work environment. All unused materials, containers, tools and equipment will be removed whenever possible. We will take precautions to protect all floors, walls, windows and other surfaces from stains, marring or other damage.
- Summit Integration Systems cannot be responsible for the operation, performance or warranty of equipment outside this contract. Summit Integration Systems does not warrant that equipment supplied by others can be connected or will function properly except as specified by the project documentation.
- Summit Integration Systems will provide all operation manuals and warranty documents.
- Summit Integration Systems will acquire, assemble, deliver and test all specified equipment and components to provide you with a fully functional system.



Project Pricing

Customer: City of Schertz

Project: Civic Center AV Refresh

Account Representative: Andrew Luther

Total Investment for Materials and Labor as out lined above:

Civic Center A/V Refresh - \$201,650.00

***OPTIONAL 3 Year Warranty / Preventative Maintenance Plan (Includes Quarterly PM Visits, 4 Annual Trouble Calls, All applicable software / firmware upgrades, handling of all manufacturers' warranties) –**

\$13,500.00

TOTAL UPGRADES WITH 3 YR MAINTENANCE AGREEMENT:

\$215,150.00

Signature of authorized representative

Date



QUOTED TO

Account: City Of Schertz
Contact: Julie Gohlke
Address: 1400 Schertz Pkwy
Schertz, TX 78154
(210)619-1163

Account Executive: Andrew Luther
Email: aluther@summit-sys.com
Phone: (210)530-0531 x6313
Fax:

SCHERTZ CIVIC CENTER - AV REFRESH
PER SUMMIT / TROXELL BUY BOARD # 563-18

Terms Net 30 FOB Factory Customer # 99999 Expires 10/17/19

Item #	Description	Unit Price	Qty	Ext. Price
1	LGE LGE75UT640S0UA LG ELECTRONICS 75IN UHD/3 HDMI/1 RS232/2 USB/SPKR/STAND	2025.00	1	2025.00
2	CHF CHFLTM1U CHIEF MANUFACTURING LARGE- HEIGHT ADJUSTABLE- TILT MOUNT	210.00	1	210.00
3	EPS EPSV11H733920 EPSON AMERICA, INC PRO L1300UNL WUXGA/4KE 8000L LASER PROJ	7765.00	2	15530.00
4	EPS EPSV12H004W05 EPSON AMERICA, INC ELP LW05 WIDE THROW ZOOM LENS	1325.00	2	2650.00
5	EPS EPSV11H734020 EPSON AMERICA, INC PRO L1200U LASER PROJECTOR	6975.00	2	13950.00
6	EPS EPSV11H903020 EPSON AMERICA, INC L510U 5K LUMENS LASER 3 LCD	2795.00	2	5590.00
7	CHF CHFRPMAUW CHIEF MANUFACTURING White Locking Universal Mount	165.00	6	990.00
8	CHF CHFCMS440 CHIEF MANUFACTURING 8IN CEILING PLATE WITH ONE SLOT	64.00	6	384.00
9	CHF CHFCMS003W CHIEF MANUFACTURING FIXED PIPE 3IN WHITE	11.00	6	66.00
10	DAL DAL70257LC DA-LITE SCREEN COMPANY, INC ADVANTAGE 222D 117.5X188 MW 48IN BLK TOP	6365.00	2	12730.00
11	DAL DAL34524LR DA-LITE SCREEN COMPANY, INC ADVANTAGE 164D 87X139NPA MW	2725.00	2	5450.00
12	DAL DAL20858LSR DA-LITE SCREEN COMPANY, INC ADVANTAGE 123D 65X104NPA MW	2595.00	2	5190.00
13	CEI CEIDMMD16X16CPU CRESTRON ELECTRONICS INC 16X16 DIGITAL MEDIA SWITCHER	5225.00	1	5225.00
14	CEI CEIDMC4KZCDSP CRESTRON ELECTRONICS INC DIGITAL MEDIA 8G+ 4K60 HDR INPUT CARD W/	795.00	7	5565.00
15	CEI CEIDMC4KZHDDSP CRESTRON ELECTRONICS INC 4K HDMI INPUT CARD	615.00	4	2460.00



Item #	Description	Unit Price	Qty	Ext. Price
16	CEI CEIDMC4KZCOHD CRESTRON ELECTRONICS INC 2CH HDBAST 4K DM 8G O/P CRD FOR DM SWITCH	795.00	4	3180.00
17	CEI CEIDMC4KZHDO CRESTRON 2-Channel HDMI® 4K60 4:4:4 HDR Scaling Output Card	1095.00	1	1095.00
18	CEI CEIDMCHDO CRESTRON ELECTRONICS INC 2-CHANNEL HDMI OUTPUT CARD	425.00	3	1275.00
19	CEI CEIDMTX200C2GWT CRESTRON ELECTRONICS INC DIGITALMEDIA 8G WALL PLATE TRANS 200 WHT	855.00	6	5130.00
20	CEI CEIDMRMC4KZSCAL CRESTRON ELECTRONICS INC DM 8G+ 4K60 HDR RECEIVER/ROOM CONTROLLER	1095.00	7	7665.00
21	CEI CEICP3N CRESTRON ELECTRONICS INC ENHANCED 3 SERIES CONTROL SYSTEM	1595.00	1	1595.00
22	CEI CEIDMPSU16PLUS CRESTRON ELECTRONICS INC DM-PWR SUPPLY-16PORT-8GSTP-TX/RMC DEVICE	1065.00	1	1065.00
23	CEI CEITSW760BS CRESTRON ELECTRONICS INC 7 TOUCH SCREEN- BLACK SMOOTH	855.00	6	5130.00
24	CEI CEITS1542TILTBS CRESTRON ELECTRONICS INC 15.6IN HD TOUCH SCREEN-TBLTOP TILT BLK S	2950.00	1	2950.00
25	CEI CEIC2NIO CRESTRON ELECTRONICS INC CONTROL PORT EXPANSION MODULE	185.00	4	740.00
26	HPA DNNDN500BDMKII DENON BLURAY DVD CD/SD/USB PLAYER	325.00	1	325.00
27	SUM SUMINSTPRD APPLE TV 4K 32GB	195.00	1	195.00
28	SUM SUMINSTPRD APPLE IPAD PRO 11" SPACE GREY	799.00	1	799.00
29	SUM SUMINSTPRD ROKU ULTRA 4K STREAMING PLAYER	100.00	1	100.00
30	BIA BIASERVERIOAVB BIAMP SYSTEMS SERVER SCALABLE DSP AND I/O DSP-2 CARDS	4495.00	1	4495.00
31	BIA BIASIC4 BIAMP SYSTEMS MODULAR ANALOG INPUT CARD	225.00	9	2025.00
32	BIA BIASOC4 BIAMP SYSTEMS MODULAR ANALOG OUTPUT CARD	205.00	3	615.00
33	LWC LWCWQ578719 PANEL CRAFTERS CUSTOM PLATE 1	45.00	5	225.00
34	LWC LWCWQ578720 PANEL CRAFTERS CUSTOM PLATE 2	85.00	1	85.00
35	WHL WHLDIR WHIRLWIND MUSIC DISTRIBUTORS TRANSFORMER-DIRECTBOX TRHLM	80.00	2	160.00



Item #	Description	Unit Price	Qty	Ext. Price
36	SHU SHUSM58S SHURE INC MIC CARDIOID DYNAMIC ON-OFF SWTC-NO CBLE	95.00	2	190.00
37	ATL ALTMS10CE ALTINEX MIC FLOOR STAND	45.00	4	180.00
38	ATL ATLDS2 ATLAS SOUND LOW SILHOUETTE MICROPHONE DESK STAND	35.00	4	140.00
39	WHL WHLMKQ10NPRED WHIRLWIND MUSIC DISTRIBUTORS CABLE - MICROPHONE- QUAD- XLR TO XLRM-	27.00	2	54.00
40	WHL WHLMKQ25NPBLACK WHIRLWIND MUSIC DISTRIBUTORS CABLE - MICROPHONE- QUAD- XLR TO XLRM-	39.00	2	78.00
41	WHL WHLMKQ50NPBROWN WHIRLWIND MUSIC DISTRIBUTORS CABLE - MICROPHONE- QUAD- XLR TO XLRM-	55.00	2	110.00
42	SHU SHUULXD2K8BG50 SHURE INC ULXD HH TRANSMITTER 470-534 MHZ	805.00	4	3220.00
43	SHU SHUULXD1G50 SHURE INC ULX DIGITAL BODYPACK TRANSMITTER	390.00	4	1560.00
44	SHU SHUWL184 SHURE INC MIC MICROFLEX SUPERCARDIOID LAVALIER	99.00	4	396.00
45	SHU SHUMX153TOTQG SHURE INC EARSET HEADWORN MICROPHONE	179.00	2	358.00
46	SHU SHUULXD4QG50 SHURE INC DIGITAL QUAD RECEIVER FREQ G50	4445.00	2	8890.00
47	SHU SHUUA221 SHURE INC PASSIVE ANTENNA SPLITTER/COMBINER KIT	125.00	2	250.00
48	SHU SHUUA874US SHURE INC WIDEBAND DIRECTIONAL ANTENNA	285.00	4	1140.00
49	SHU SHUUA834WB SHURE INC IN-LINE ANTENNA AMPLIFIER FOR REMOTE MOU	135.00	2	270.00
50	SHU SHUSB900A SHURE INC SHURE LITHIUM-ION RECHARGEABLE BATTERY	85.00	8	680.00
51	SHU SHUSBC800US SHURE INC 8-BAY SHURE BATTERY CHARGER	395.00	1	395.00
52	QSA QSCCX204V QSC AUDIO CONTRACTOR AMPLIFIER	1295.00	1	1295.00
53	QSA QSCCX108V QSC AUDIO CONTRACTOR AMPLIFIER	1545.00	1	1545.00
54	TEL EVIEVIDC82 ELECTRO VOICE 8 COAXIAL SPEAKER WITH HORN LOADED TI CO (PAIR)	325.00	11	3575.00
55	TEL EVIEVIDC82HC ELECTRO VOICE 8 WAVEGUIDE COUPLED PATENT PENDING COAXI PAIR	445.00	19	8455.00



Item #	Description	Unit Price	Qty	Ext. Price
56	TCM TCMAUNMMS2A MIRAGE MEDIA SERVER 3 CHANNEL	1835.00	1	1835.00
57	LTC LTCLS55072 LISTEN TECHNOLOGIES CORP IDSP PRIME LEVEL III STNRY RFSYS(72 MHZ)	1715.00	1	1715.00
58	LTC LTCLR4200072 LISTEN TECHNOLOGIES CORP INTELLIGENT DSP RF RECEIVER (72 MHZ)	135.00	8	1080.00
59	LTC LTCLA401 LISTEN TECHNOLOGIES CORP UNIVERSAL EAR SPEAKER	17.00	8	136.00
60	LTC LTCLA430 LISTEN TECHNOLOGIES CORP INTELLIGENT EAR PHONE/NECK LOOP LANYARD	50.00	4	200.00
61	LTC LTCLPTA107B LISTEN TECHNOLOGIES CORP DUAL RCA TO DUAL RCA CABLE 6.6FT. (2M)	5.00	2	10.00
62	LTC LTCLA304 LISTEN TECHNOLOGIES CORP ALS NOTIFICATION SIGNAGE KIT	22.00	1	22.00
63	MID MIDERK4425KD MIDDLE ATLANTIC PRODUCTS 44SP/25D KD STANDALONE RK	975.00	1	975.00
64	MID MIDVFD44 MIDDLE ATLANTIC PRODUCTS 44SP VENT.FR.DOOR-UNIV.BL	379.00	1	379.00
65	MID MIDCBSEK25 MIDDLE ATLANTIC PRODUCTS CBS FOR 25DP ERK	185.00	1	185.00
66	MID MIDERKRR44 MIDDLE ATLANTIC PRODUCTS 44SP ERK REAR RAIL OPTION	105.00	1	105.00
67	MID MIDPDT1415CNS MIDDLE ATLANTIC PRODUCTS 14 OUTLETS-15A-CORD-NS	155.00	1	155.00
68	MID MIDUPS2200R8IP MIDDLE ATLANTIC PRODUCTS 2200VA UPS-IND.OUT W/NIC	1625.00	1	1625.00
69	SUM SUMINSTPRD MISCELLANEOUS INTEGRATION PARTS/SUPPLIES	9183.00	1	9183.00
70	SUM SUMINSTALL INSTALL	34400.00	1	34400.00
71	SUM SUMSERVICE 3 YEAR WARRANTY / PREVENTATIVE MAINTENANCE PLAN	13500.00	1	13500.00



Thank You,

Andrew Luther
Account Executive

	<hr/>
Total	215150.00
Plus Applicable Tax	

Don't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...
WE CAN HELP YOU ACHIEVE YOUR GOALS!



CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019

Department: Finance

Subject: Resolution No.19-R-127 - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (B. James/J. Walters)

BACKGROUND

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

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

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

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

The resolution authorizes the debt for these areas that is more than 180 days outstanding as of September 01, 2019 to be written off. These write-offs come before council quarterly and last came before council on June 25, 2019.

Previous Write off Amount:

February 2017:	\$621,138.97
June 2017:	\$544,944.16
September 2017:	\$510,516.01
January 2018:	\$510,637.79
March 2018:	\$433,427.15
June 2018:	\$439,627.14
September 2018:	\$521,281.82
December 2018:	\$727,307.39
March 2019:	\$564,227.77

June 2019

\$580,155.10

GOAL

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

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 19-R-127 to write off receivables that are older than 180 days.

FISCAL IMPACT

This accounting adjustment will not affect the City's Budget or financial standing. The amount written off is estimated during the budget process and is accounted for in the revenue estimations and the bad debt expense accounts. The action taken tonight will reduce the amount shown as owed to the City by \$586,664.65 and set it equal to the amount seen as still reasonably collectible. The breakdown is as follows:

EMS - \$559,161.28

Utility Billing - \$27,503.37

Magazine - \$0.00

RECOMMENDATION

Staff recommends Council approve Resolution No 19-R-127.

Attachments

Resolution 19-R-127

RESOLUTION NO. 19-R-127

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

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

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

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

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

<i>Function</i>	<i>Amount</i>
EMS	\$559,161.28
Utility Billing	\$27,503.37
Magazine	\$0.00
Total	\$586,664.65

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

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

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

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be

valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

PASSED AND ADOPTED, this 24th day of September 2019.

CITY OF SCHERTZ, TEXAS

Mayor Michael R. Carpenter

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: Finance
Subject: Discussion of potential refunding opportunity of outstanding SAWS contract Revenue Bonds of the Schertz/Seguin Local Government Corporation to achieve debt service saving on the bonds and therefore annual savings to SAWS.
(M.Browne/B. James/J. Walters/M. McLiney)

BACKGROUND

The Schertz/Seguin Local Government Corporation (SSLGC) was created on December 23, 1998 on behalf of the City of Schertz and Seguin to assist in acquiring water outside of the Edwards Aquifer. The Corporation was created by the Cities to operate a wholesale water system for the benefit of the two City's Utility Systems. The Corporation has financed the construction of well fields and cross-country pipelines and today provides a reliable, drought-resistant water source. The Bonds are supported by Contracts between the Cities and the Corporation and the liability is evenly split between the two Cities. Currently, SSLGC has \$136,745,000 of Bonds outstanding.

In June 2012, the SSLGC issued \$25,425,000 Bonds at the request of the San Antonio Water System (SAWS) so they could tie into the SSLGC system. Per the agreement, SAWS would solely pay the annual debt service instead of SSLGC. Of the original amount, \$22,395,000 remains outstanding and currently able to be refunded.

Due to the low current interest rates the SAWS Contract Revenue Bonds can be Refunded for savings. We currently estimate that the Refunding will save SAWS approximately \$2,185,000 over the life of the Bonds. Since SAWS is the only entity paying the Debt Service on the Bonds, they will be the only ones to have an economic benefit. Schertz and Seguin must authorize any bond issuances by SSLGC, including refundings, and must approve the sale of the refunding bonds even though neither entity will benefit directly from this action.

SAMCO Capital Markets, the City's and the Corporation's Financial Advisor, proposes to sell the refunding bonds on November 5, 2019. To complete the transaction, the SSLGC Board will need to approve proceeding and then each City and SAWS will need to ratify the SSLGC Board action. The SSLGC Executive Committee was briefed on the Refunding Proposal on September 12, 2019 and the full Board considered the Refunding on September 19, 2019. Assuming the SSLGC board approves the refunding idea, the Board will take formal action on October 17, 2019 to formally authorize the refunding. The City of Schertz and Seguin would meet November 5, 2019 to ratify the LGC's action. Only after the two City's approval can the SSLGC proceed to a bond sale.

At this time there are is no action required by the City Council. This is a briefing to inform you that if market conditions remain favorable, City Council will be asked to consider the Refunding at the November 5, 2019 meeting.

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019

Department: City Secretary

Subject: Resolution No. 19-R-129 - Consideration and/or action approving a Resolution 19-R-129 authorizing and approving a revised election contract with the Guadalupe County Election Administrator for the conduct of our November 5, 2019, General election for the purpose of electing Councilmembers for Place 1, Place 2, and for Mayor for a three term and a Special election for the purpose of electing a Councilmember for Place 4 for the remaining year of the expired term. (M. Browne/Mayor-Council/B. Dennis)

BACKGROUND

On September 9, 2019 at 9:29 a.m., I received an email from Election Administrator - Guadalupe County that Comal County has been approved for vote centers by the Secretary of States Office. I made contact with Cynthia Jaqua, Elections Coordinator/Deputy to the County Clerk to confirm.

Because Comal County has County-wide polling locations and has been approved for Election Day Vote Centers on Election Day, and our ballot has to be available in that County, Guadalupe County does not have the resources (equipment/clerks) to be in those additional locations.

GOAL

Is to provide the City of Schertz voters with updated information regarding early voting and election day vote center information for each county for voting in the upcoming November 5, 2019 Joint/General and Special City of Schertz election. General election is to elect Councilmembers in Place 1, and 2 and for the Mayor for a three-year term to begin November 2019 and ending 2022, and for a Special Election for the purpose of electing a Councilmember for Place 4 for the remaining year of the unexpired term.

COMMUNITY BENEFIT

Provide to the City of Schertz voters updated information regarding Early Voting location dates and times and Election Day Vote Center information for our three counties, Bexar, Comal and Guadalupe.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 19-R-129 - Authorizing and approving a revised election contract with the Guadalupe County Election Administrator for the conduct of our November 5, 2019, General election for the purpose of electing Councilmembers for Place 1, Place 2, and for Mayor for a three term and a Special election for the purpose of electing a Councilmember for Place 4 for the remaining year of the expired term.

FISCAL IMPACT

Estimated Cost is \$19,250.50

RECOMMENDATION

Staff recommends approval of Resolution No. 19-R-129.

Attachments

Final Resolution

Redlined Contract

final contract

Joint Agreement

RESOLUTION NO. 19-R-129

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AND APPROVING A REVISED ELECTION CONTRACT WITH THE GUADALUPE COUNTY ELECTIONS ADMINISTRATOR FOR THE CONDUCT OF OUR NOVEMBER 5, 2019 GENERAL ELECTION FOR THE PURPOSE OF ELECTING COUNCILMEMBERS FOR PLACE 1, PLACE 2 AND FOR MAYOR FOR A THREE YEAR TERM AND A SPECIAL ELECTION FOR THE PURPOSE OF ELECTING A COUNCILMEMBER FOR PLACE 4 FOR THE REMAINING YEAR OF THE UNEXPIRED TERM, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City the City Council approve a revised contract with the Guadalupe County Elections Administrator; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve a revised contract with Guadalupe County Elections Administrator for the conduct of our November 5, 2019 General Election for the purpose of electing Councilmembers for Place 1, Place 2 and for Mayor for a three year term and a Special Election for the purpose of electing a Councilmember for Place 4 for the remaining year of the unexpired term.

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

Section 1. The City Council hereby authorizes a revised contract with the Guadalupe County Elections Administrator.

Section 2. The Guadalupe County Early Voting Locations and Election Day Vote Centers are attached hereto as Exhibits A & B.

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 24th day of September 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

NOVEMBER 5, 2019
(5 DE NOVIEMBRE, 2019)

GENERAL AND SPECIAL ELECTIONS (ELECCIONES GENERALES Y ESPECIALES)

LOCATIONS OF EARLY VOTING POLLING PLACES (LA VOTACION ADELANTADA EN PERSONA SE LLEVARA A CABO EN)

Location, Dates & Hours of Main Early Voting Polling Location
(Lugar, Fechas y Horas de los Centros Principales de Votación para la Votación Adelantada)

SEGUIN ELECTIONS OFFICE
215 S. Milam St. Seguin, TX 78155

Monday, Oct. 21st through Friday, Oct. 25th, 2019 8:00 a.m. to 5:00 p.m.	<i>Lunes, 21 de Oct., 2019 hasta el Viernes, 25 de Oct. de 2019 de 8:00 de la mañana a las 5:00 de la tarde</i>
Saturday, Oct. 26th, 2019 – 7:00 a.m. to 7:00 p.m. <i>de la tarde</i>	<i>Sábado, 26 de Oct., 2019 de 7:00 de la mañana a las 7:00 de la tarde</i>
Sunday, Oct. 27th, 2019 – 1:00 p.m. to 6:00 p.m. <i>de la tarde</i>	<i>Domingo, 27 de Oct., 2019 de 1:00 de la tarde a las 6:00 de la tarde</i>
Monday, Oct. 28th, through Friday, Nov. 1st, 2019 7:00 a.m. to 7:00 p.m.	<i>Lunes, 28 de Oct., 2019 hasta el Viernes, 1 de Nov. de 2019 de 7:00 de la mañana a las 7:00 de la tarde</i>

*Emergency and Limited ballots available at this location only. (*Boletas limitadas y de emergencia solamente están disponibles en esta caseta.*)

Location, Dates & Hours of Branch Early Voting Polling Locations
(Lugar, Fechas y Horas de las Sucursales de los Centros de Votación para la Votación Adelantada)

CENTRAL TEXAS TECHNOLOGY CENTER
Room 118 Conference Room, 2189 FM 758
New Braunfels, TX 78130

GRACE CHURCH
3240 FM 725
New Braunfels, TX 78130

NEW BERLIN CITY HALL
9180 FM 775
New Berlin, TX

SCHERTZ ELECTIONS OFFICE ANNEX
1101 Elbel Road
Schertz, TX 78154

Monday, Oct. 21st through Friday, Oct. 25th, 2019 8:00 a.m. to 5:00 p.m.	<i>Lunes, 21 de Oct., 2019 hasta el Viernes, 25 de Oct. de 2019 de 8:00 de la mañana a las 5:00 de la tarde</i>
Saturday, Oct. 26th, 2019 – 7:00 a.m. to 7:00 p.m.	<i>Sábado, 26 de Oct., 2019 de 7:00 de la mañana a las 7:00 de la tarde</i>
Sunday, Oct. 27th, 2019 – 1:00 p.m. to 6:00 p.m.	<i>Domingo, 27 de Oct., 2019 de 1:00 de la tarde a las 6:00 de la tarde</i>

Monday, Oct. 28th, through Friday, Nov. 1st, 2019 *Lunes, 28 de Oct., 2019 hasta el Viernes, 1 de Nov. de 2019 de*
7:00 a.m. to 7:00 p.m. *7:00 de la mañana a las 7:00 de la tarde*

Applications for Ballot by Mail shall be mailed to: *(Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:)* Lisa Hayes, Elections Administrator, P. O. Box 1346, Seguin, TX 78156-1346. **Applications for Ballot by Mail must be received no later than the close of business on October 25, 2019.** *(Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 25 de Octubre 2019.)*

EXHIBIT B

NOVEMBER 5, 2019 GENERAL AND SPECIAL ELECTIONS Election Day Polling Locations Polls Open from 7:00 a.m. to 7:00 p.m.

Guadalupe County will be using Vote Centers for the November 5, 2019 General & Special Elections. Any Guadalupe County registered voter can vote at any Guadalupe County Election Day Location, regardless of the precinct in which they reside.

VC #1	McQueeney Lions Club , 3211 FM 78, McQueeney
VC #2	Vogel Elementary School, 16121 FM 725, Seguin
VC #3	Remarkable Healthcare, 1339 Eastwood Dr., Seguin
VC #4	Forest Hills Baptist Church, 8251 FM 1117, Seguin
VC #5	Justice of the Peace Court, Pct 1, 2405 E. US Hwy 90, Seguin
VC #6	Kingsbury United Methodist Church, 7035 FM 2438, Kingsbury
VC #7	Staples Baptist Church, 10020 FM 621, Staples
VC #8	Maranatha Fellowship Hall, 2356 S. Hwy. 80, Luling
VC #9	TLU Alumni Student Center, Conference Rooms A/B, 1109 University St., Seguin (previously Jackson Park Student Activity Center @ TLU)
VC #10	Grace Church, 3240 FM 725, New Braunfels
VC #11	McQueeney VFW Post 9213, 275 Gallagher, McQueeney
VC #12	Columbus Club of Seguin, 1015 S. Austin Street, Seguin
VC #13	Our Lady of Guadalupe Church Annex, 730 N. Guadalupe St. Seguin
VC #14	Westside Baptist Church, 1208 N. Vaughan St., Seguin
VC #15	American Legion Hall, 618 E. Kingsbury, Seguin
VC #16	Geronimo Community Center, 280 Navarro Dr, Geronimo
VC #17	St. Joseph's Mission , 5093 Redwood Rd., San Marcos
VC #18	The Silver Center, 510 E. Court St., Seguin
VC #19	Central Texas Technology Center, Room 118 Conf. Room, 2189 FM 758, New Braunfels
VC #20	The Cross Church, 814 N. Bauer, Seguin (previously the Seguin-Guadalupe County Former Library)
VC #21	Santa Clara City Hall, 1653 N. Santa Clara Rd., Santa Clara
VC #22	Marion Dolford Learning Center, 200 W. Schlather Lane, Cibolo
VC #23	Schertz Elections Office, 1101 Elbel Rd., Schertz
VC #24	Schertz United Methodist Church, 3460 Roy Richard Dr., Schertz
VC #25	Selma City Hall, 9375 Corporate Dr., Selma
VC #26	Crosspoint Fellowship Church, 2600 Roy Richard Drive, Schertz
VC #27	Immaculate Conception Catholic Church, 212 N. Barnett St., Marion
VC #28	Schertz Community Center, 1400 Schertz Parkway, Schertz
VC #29	Mikulski Hall, 509 Schertz Pkwy., Schertz
VC #30	Schertz Community Center North, 3501 Morning Dr., Cibolo
VC #31	St. John's Lutheran Church, 606 S. Center St., Marion
VC #32	New Berlin City Hall, 9180 FM 775, New Berlin
VC #33	Klein Road Elementary School, 2620 W. Klein Road, New Braunfels
VC #34	Cibolo Fire Station #2, 3864 Cibolo Valley Drive, Cibolo (previously Elaine Schlather Elementary School)

THE STATE OF TEXAS }
 }
COUNTY OF GUADALUPE }



CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Guadalupe County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and the City of Schertz, Texas, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 5, 2019, which lies partially in Guadalupe, Comal and Bexar Counties. Said election for the Political Subdivision lying in Guadalupe County ~~and Comal County~~ will be administered by Lisa Hayes, Elections Administrator, hereinafter referred to as "Elections Administrator".

Said Political Subdivision is holding a General Election and/or Special Election, at their expense on November 5, 2019.

The County owns an electronic voting system, the Express Vote Universal Voting System for Early Voting, Election Day voting, and Early Voting by Mail, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Guadalupe County and the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the

county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their election order and notice to the Elections Administrator. The Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance of the election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

The Elections Administrator shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Political Subdivision. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. ~~The Elections Administrator shall arrange for the use of the two Comal County voting locations for the Political Subdivision.~~

If polling places are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the day before the election, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for election.

All obligations of the Elections Administrator contained in this contract with respect to polling locations shall be limited to the provision of polling locations located within the geographical boundaries of Guadalupe County, Texas. ~~The Elections Administrator has agreed to contact the authority in Comal County to arrange for the use of Precincts 202 and 301 Election Day polling locations in Comal County.~~

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Elections Administrator shall recommend election judges, alternate judges and clerks. Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him/her of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

- A. Each election judge and clerk will receive compensation at an hourly rate established by Guadalupe County pursuant to Texas Election Code Section 32.091. (The election judges are responsible for picking up election supplies at the time and place determined by EA (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$12.00 per hour and each clerk will receive \$10.00 per hour pending approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, each election judge will receive \$10.00 an hour and each clerk will receive \$9.00 an hour. The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$20.00 for the completion of the course, dependent upon approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, election judges and clerks attending training class will receive a one-time stipend of \$15.00 for attending class and working on Election Day.)

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular Political Subdivision, the Election Administrator will order the maps and pass that charge on to that particular Political Subdivision.

The Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in

which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Said list shall be provided to the Elections Administrator by the date set out in the published Election Calendar provided by the Secretary of State. The Political Subdivision shall perform the duties required for drawing for place on the ballot by candidates and provide candidate ballot position data to the Elections Administrator no later than one business day after drawing occurs. The Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or Political Subdivision. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Guadalupe County Human Resources Department.

VI. EARLY VOTING

Political Subdivision agrees to appoint the Elections Administrator as the Early Voting Clerk. Political Subdivision also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. Political Subdivision further agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Guadalupe County pursuant to Section 83.052 of the Texas Election Code. Each early voting clerk will receive \$10.00 per hour pending approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, each election judge will receive \$9.15 an hour. Early Voting by personal appearance will be held at the locations, dates, and times determined by Political Subdivision unless the Political Subdivision enters into a Joint Election Agreement with Guadalupe County. Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Elections Administrator shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Election. The Presiding Judge, with the assistance of the Elections Administrator, may appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Lisa Hayes

Tabulation Supervisor: Missy Doss

Presiding Judge: Lisa Hayes

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The Contracting Officer is hereby appointed the custodian of voted ballots and election records and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections

Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XIII. MISCELLANEOUS PROVISIONS

The Elections Administrator shall file copies of this document with the Guadalupe County Treasurer and the Guadalupe County Auditor in accordance with Section 31.099 of the Texas Election Code.

In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.

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

All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this _____ day of _____, 2019, been executed on behalf of Guadalupe County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

2. It has on this _____ day of _____, 2019, been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

GUADALUPE COUNTY, TEXAS

ATTEST:
City of Schertz, Texas:

By: _____
Lisa Hayes
Elections Administrator

By: _____
Presiding Officer/Authorized Representative

THE STATE OF TEXAS

COUNTY OF GUADALUPE }



CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Guadalupe County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and the City of Schertz, Texas, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 5, 2019, which lies partially in Guadalupe, Comal and Bexar Counties. Said election for the Political Subdivision lying in Guadalupe County will be administered by Lisa Hayes, Elections Administrator, hereinafter referred to as "Elections Administrator".

Said Political Subdivision is holding a General Election and/or Special Election, at their expense on November 5, 2019.

The County owns an electronic voting system, the Express Vote Universal Voting System for Early Voting, Election Day voting, and Early Voting by Mail, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Guadalupe County and the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the

county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their election order and notice to the Elections Administrator. The Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance of the election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

The Elections Administrator shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Political Subdivision in Guadalupe County. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision.

If polling places are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the day before the election, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for election.

All obligations of the Elections Administrator contained in this contract with respect to polling locations shall be limited to the provision of polling locations located within the geographical boundaries of Guadalupe County, Texas.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Elections Administrator shall recommend election judges, alternate judges and clerks. Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him/her of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

- A. Each election judge and clerk will receive compensation at an hourly rate established by Guadalupe County pursuant to Texas Election Code Section 32.091. (The election judges are responsible for picking up election supplies at the time and place determined by EA (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$12.00 per hour and each clerk will receive \$10.00 per hour pending approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, each election judge will receive \$10.00 an hour and each clerk will receive \$9.00 an hour. The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$20.00 for the completion of the course, dependent upon approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, election judges and clerks attending training class will receive a one-time stipend of \$15.00 for attending class and working on Election Day.)

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular Political Subdivision, the Election Administrator will order the maps and pass that charge on to that particular Political Subdivision.

The Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Said list shall be provided to the Elections Administrator by the date set out in the published Election Calendar provided by the Secretary of State. The Political

Subdivision shall perform the duties required for drawing for place on the ballot by candidates and provide candidate ballot position data to the Elections Administrator no later than one business day after drawing occurs. The Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or Political Subdivision. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Guadalupe County Human Resources Department.

VI. EARLY VOTING

Political Subdivision agrees to appoint the Elections Administrator as the Early Voting Clerk. Political Subdivision also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. Political Subdivision further agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Guadalupe County pursuant to Section 83.052 of the Texas Election Code. Each early voting clerk will receive \$10.00 per hour pending approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, each election judge will receive \$9.15 an hour. Early Voting by personal appearance will be held at the locations, dates, and times determined by Political Subdivision unless the Political Subdivision enters into a Joint Election Agreement with Guadalupe County. Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Elections Administrator shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Election. The Presiding Judge, with the assistance of the Elections

Administrator, may appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Lisa Hayes

Tabulation Supervisor: Missy Doss

Presiding Judge: Lisa Hayes

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The Contracting Officer is hereby appointed the custodian of voted ballots and election records and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XIII. MISCELLANEOUS PROVISIONS

The Elections Administrator shall file copies of this document with the Guadalupe County Treasurer and the Guadalupe County Auditor in accordance with Section 31.099 of the Texas Election Code.

In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.

In the event of one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this _____ day of _____, 2019, been executed on behalf of Guadalupe County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

2. It has on this _____ day of _____, 2019, been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

GUADALUPE COUNTY, TEXAS

ATTEST:
City of Schertz, Texas:

By: _____
Lisa Hayes
Elections Administrator

By: _____
Presiding Officer/Authorized Representative

**JOINT ELECTION AGREEMENT AND ELECTION SERVICE CONTRACT
BETWEEN
GUADALUPE COUNTY, TEXAS
AND
CITY OF CIBOLO, CITY OF SCHERTZ, GREEN VALLEY SPECIAL UTILITY DISTRICT, AND PRAIRIE LEA
INDEPENDENT SCHOOL DISTRICT**

**FOR THE CONDUCT OF A JOINT ELECTION TO BE HELD
TUESDAY, NOVEMBER 5, 2019**

This Joint Election Agreement and Election Service Contract is made this 17 day of September, 2019, by and between Guadalupe County Elections Administrator, hereinafter referred to as "EA", and the City Of Cibolo, City Of Schertz, Green Valley Special Utility District, and Prairie Lea Independent School District, hereinafter referred to as "Participating Authorities".

WHEREAS, pursuant to Texas Election Code Section 271.002, governing bodies of political subdivisions may enter into an agreement to hold joint elections in election precincts that can be served by common polling places.

WHEREAS, the State and County General and Special Elections will be held on November 5, 2019, in 34 Countywide Polling Places (Vote Centers). Parties to this agreement serve voters within some of the same boundaries and it would be beneficial for them and the citizens and voters of their governing bodies to hold elections jointly.

NOW, THEREFORE, IT IS AGREED that a joint election will be by EA and the Participating Authorities under the following terms and conditions:

THIS AGREEMENT is subject to the written approval of all parties and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT will require the EA to be appointed the Joint Early Voting Clerk.

THIS AGREEMENT will require the Participating Authorities to use joint ballots, when applicable.

THIS AGREEMENT requires the Participating Authorities to share costs associated with this Joint Election proportionally where polling places are shared by more than one entity.

THIS AGREEMENT requires the Participating Authorities to be responsible for ordering its own election and publishing notice of the elections separately. The cost to publish the notices will be the responsibility of each individual entity.

THIS AGREEMENT will require joint Early Voting and Election Day locations, dates, and times to be used by the Participating Authorities.

THIS AGREEMENT will require the EA to tabulate the precinct results and canvassing separately for each Participating Authority. The results will be delivered to each entity by email, facsimile or mail.

THIS AGREEMENT will require the EA to be responsible for the safekeeping of election records for this joint election.

THIS AGREEMENT will require the EA to be responsible for performing the following duties and to furnish the following services and equipment pursuant to the election services contract with Guadalupe County:

1. Recommend election judges, alternate judges and clerks.
2. Pay election judges and other election workers.
3. Procure and distribute all necessary election supplies.
4. Supply all necessary voting equipment; transport equipment to and from the polling locations, and prepare the voting equipment for use at the polling locations.
5. Issue Writs of Election to the election judges appointed.
6. Perform early voting clerk duties.
7. Publish the legal notice of the date, time and place of the electronic tabulating equipment test and conduct such test and provide copies to entities.
8. Arrange for the use of a central counting station and for the tabulating personnel needed at the counting station and assist in the preparation of programs and the test materials for tabulation of the ballots to be used with electronic voting equipment.
9. Assist in providing the general overall supervision of the election and will provide to the Canvassing Authority the prescribed election records and reports as required when a central counting station is used:
 - a. Canvassing Summary Report,
 - b. Accumulated totals Report of early voting and Election Day, and
 - c. Electronically submit results to the Secretary of State.
10. Voting System to be used:
 - a. ExpressVote Ballot Marking Device and DS200 Digital Ballot Scanner for In-Person Voting, Early and Election Day
 - b. ExpressTouch DRE for Curbside Voting, for In-person Voting, Early and Election Day
 - c. DS450 Ballot Digital Ballot Scanner for mail ballot tabulation at the Central Counting Station

GENERAL CONDITIONS

1. EARLY VOTING

- A. Lisa Hayes, Elections Administrator, will be appointed as early voting clerk in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the main location and branch locations. The names of Early Voting Clerks may be obtained from the EA.
- B. Early voting by personal appearance will be conducted on weekdays beginning Monday, October 21, 2019, through Friday, October 25, 2019, between 8:00 a.m. and 5:00 p.m.; Saturday, October 26, 2019, between 7:00 am and 7:00 pm; Sunday, October 27, 2019 between 1:00 pm and 6:00 pm and continuing Monday, October 28, 2019, through Friday, November 1, 2019, between 7:00 am and 7:00 pm. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting polling place or the branch early voting polling places.
- C.

MAIN EARLY VOTING POLLING PLACE

GUADALUPE COUNTY ELECTIONS OFFICE

215 South Milam Street
Seguin, TX

BRANCH EARLY VOTING POLLING PLACES

CENTRAL TEXAS TECHNOLOGY CENTER
Room 118 Conference Room, 2189 FM 758
New Braunfels, TX

GRACE CHURCH OF NEW BRAUNFELS
3240 FM 725
New Braunfels, TX

NEW BERLIN CITY HALL
9180 FM 775
New Berlin, TX

SCHERTZ ELECTIONS OFFICE ANNEX
1101 Elbel Road
Schertz, TX

- D. All requests for early voting ballots by mail that are received by participating authority will be transported by runner on the day of receipt to the EA, 215 S. Milam St., Seguin, TX 78155, for processing. Persons voting by mail will send their voted ballots to EA.
- E. All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. EA will appoint members of the board and provide a list of members to the participating authority upon request. Participating authority agrees to appoint Sylvia Marmolejo as presiding judges of the early voting ballot board.

2. VOTING LOCATIONS

- A. Guadalupe County has been approved to use Vote Centers for the November 5, 2019 Election, allowing Guadalupe County registered voters to vote at any Guadalupe County Voting Location, regardless of the precinct in which they reside.

EA shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be the usual voting precincts in conducting county elections. The proposed locations are listed in **Attachment A** of this Agreement. In the event a voting location is not available, the EA will arrange for use of an alternate location and notify Participating Authorities.

3. JOINT ELECTION COSTS: PAYMENT

- A. Costs. Each Participating Authority remains responsible for all costs associated with their respective elections.
- B. Cancellation. In the event any of the parties to this Agreement cancel their election because of unopposed candidates under Subchapter C of Title I of the Texas Election Code, the remaining parties shall be responsible for their respective elections, including all associated costs. The canceling party(s) shall be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to that Participating Authority. In that event that a party cancels its election, the other parties shall continue to have access to the polling locations.
If an election is to be canceled by one of the parties, notice will be given to all parties within two (2) days of cancellation.

4. GENERAL PROVISIONS

- A. Communication: Throughout the term of this Agreement, the Participating Authorities will engage in ongoing communications concerning the conduct of the Joint Election and discuss and resolves any problems which might arise regarding the Joint Election.
- B. Effective Date: This Agreement takes effect upon the complete execution of this Agreement by all Participating Authorities.
- C. To the extent the geographical boundaries of the political subdivision extend into a county other than Guadalupe County, Texas, the obligations of the EA contained in this contract are contingent upon the political subdivision and/or the other county complying with all state or federal requirements for the establishment of polling locations. With respect to election services for the political subdivision provided by the EA relative to polling locations outside of Guadalupe County, Texas, the EA's obligations herein are limited strictly to providing election services for the political subdivision who is a signatory to this agreement.

5. RECORDS OF THE ELECTION

- A. Lisa Hayes, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 217.010 of the Texas Election Code.
- B. Access to the election records will be available to participating authority as well as to the public in accordance with the Texas Public Information act, Chapter 552, Government Code, at the Elections Department, 215 S. Milam St., Seguin, TX, at any time during normal business hours.
- C. Records of the election will be retained and disposed of in accordance with the records retention schedules which may have been adopted by each participating authority, and in accordance with the provisions of Title 6, Subtitle C, Chapter 201 through 205, Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, EA shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the participating authority to bring to the attention of the EA any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request which may be filed with a participating authority.
- D. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, EA shall supply a written cost estimate for storage to requesting participant.

6. MISCELLANEOUS PROVISIONS

- A. Venue and Choice of Law: Participating Authorities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Guadalupe County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- B. Entire Agreement: This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior agreements, including prior election services contracts relating to each Participating Authority's November 5, 2019 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications

concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

- C. Severability: If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D. Breach: In the event that any Participating Authority breaches any of its obligations under this Agreement, the non-breaching party(s) shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Authority is entitled under statutory or common law.
- E. Other Instruments: The Participating Authorities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. Mediation: When mediation is acceptable to all parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code, unless all parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act, whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.
- G. Amendment/Modification: Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Authority has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Authority.
- H. Counterparts: This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

7. ELECTION JUDGES, CLERKS AND OTHER ELECTION WORKERS

- A. EA will be responsible for the appointment of the presiding judge and an alternate for each polling location. EA shall arrange for the training and compensation of all presiding judges and clerks. The names of Elections Judges may be obtained by contacting the EA.
- B. In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding judge is not bilingual and is unable to locate a bilingual clerk, EA may contact the participating authority who shall assist in locating a bilingual clerk.
- C. EA is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election

judges appointed for the joint election are eligible to serve. The presiding judge, with the Elections Office assistance, will be responsible for insuring the eligibility of each appointed clerk hired to assist the judge in the conduct of the election.

- D. EA will hold training classes on the use of voting equipment and election laws during October 1st thru October 20th, 2019, at the Seguin Elections Office, 215 S. Milam Street, Seguin, TX. Additional training classes may be scheduled as needed. Election judges will be notified of additional training sessions. No election judges will be appointed unless he/she has attended an election judge training session taught by the Elections Office in the past eighteen (18) months.
- E. The election judges are responsible for picking up election supplies at the time and place determined by EA (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$12.00 per hour and each clerk will receive \$10.00 per hour pending approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, each election judge will receive \$10.00 an hour and each clerk will receive \$9.00 an hour. The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site. Election judges and clerks attending a training class on Election Law Procedures will receive a one-time stipend of \$20.00 for the completion of the course, dependent upon approval by the Guadalupe County Commissioners Court. If not approved by the Guadalupe County Commissioners Court, election judges and clerks attending training class will receive a one-time stipend of \$15.00 for attending class and working on Election Day.
- F. EA will employ other personnel, if necessary, for the proper administration of the election, including such part-time help to prepare for the election, to ensure the timely delivery of supplies and equipment during the period of early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

8. SUPPLIES AND PRINTING

- A. EA will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- B. EA will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.
- C. Participating authorities shall furnish to EA a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or propositions are to appear on the official ballot in both English and Spanish. The list will be delivered to EA as soon as possible after ballot positions have been determined by the participating authority. Participating authority will be responsible for proofreading and approving the ballot in so far as it pertains to the authority's candidates and/or propositions.

9. RETURNS OF ELECTIONS

- A. EA will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.
- B. Participating authority hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials.
- C.
- | | |
|-----------------------|--|
| Manager | Lisa Hayes
Guadalupe County Elections Administrator |
| Tabulating Supervisor | Missy Doss
Guadalupe County Assistant Elections Administrator |
| Presiding Judge | Lisa Hayes
Guadalupe County Elections Administrator |
- D. The manager or representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). Participating authority, upon request, may require release of returns be given only at a specified location other than from the result center. Participating entity's that would like the Guadalupe County Elections Department's web-site linked to their website, must provide their web-site address to the Central County Station Manager.
- E. EA will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns and provisional ballots have been tabulated, but in no event later than eight (8) days after the election. Participating authority will be responsible for their official canvass of their respective elections.
- F. EA will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office. Each political subdivision must notify the Elections Office if waiver has been granted or denied twenty (20) days before the election.

10. ELECTION EXPENSES

- A. The participating authorities agree to share the costs of administering the November 5, 2019 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the participating authorities based on a ratio formula involving the total number of registered voters eligible to vote in the Joint Election and the number of registered voters belonging to the participating authorities for the Joint Election. The participating authorities will be responsible for their percentage of the cost or a minimum cost of \$500.00, whichever is greater. A sample of the estimated ratio is included in **Attachment B** of this Agreement and this percentage is subject to change based on total eligible registered voters for the election and the entities participating in the Joint Election. **The cost of any special request from a participant, which is not agreed upon by all authorities, shall be borne by that participant.**

- B. Any estimate of election costs is strictly an estimate. Final election expenses will be determined within 120 business days after the election. EA will provide each participating authority with a final invoice of expenses.

11. ELECTION REPORTS

EA will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating authority each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating authority. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

12. RUNOFF ELECTION

In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff. The EA will provide the designated entity in the runoff election with an estimate of cost to conduct participating authority's runoff.

13. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it was shown below:

If to the Elections Administrator:

Lisa Hayes
Guadalupe County Elections Administrator
215 S. Milam St.
Seguin, TX 78155
830-303-6363


If to the Participating Authority:

Brenda Dennis, City Secretary
City of Schertz, Texas
1400 Schertz Parkway
Schertz, TX 78154

14. This contract may be executed in multiple originals.

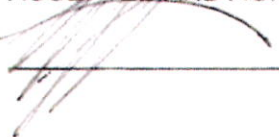
NOVEMBER 5, 2019 JOINT CONTRACT ACCEPTANCE AND APPROVAL

Recommended for approval by:



LISA HAYES
Guadalupe County Elections Administrator

ACCEPTED AND AGREED TO BY CITY OF SCHERTZ:



ATTEST:



CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: City Secretary
Subject: Resolution No. 19-R-130 - Consideration and/or action approving a Resolution authorizing and approving an Election contract with Comal County Clerk Bobbie Koepp for the conduct of our November 5, 2019, General Election for the purpose of electing Councilmembers for Place 1, Place 2 and for Mayor for a three-year term and a Special Election for the purpose of electing a Councilmember for Place 4 for the remaining year of the unexpired term. (M. Browne/Mayor-Council/B. Dennis)

BACKGROUND

On September 9, 2019 at 9:29 a.m., I received an email from Election Administrator - Guadalupe County that Comal County has been approved for vote centers by the Secretary of States Office. I made contact with Cynthia Jaqua, Elections Coordinator/Deputy to the County Clerk to confirm.

Comal County has County-wide polling locations and has been approved for Election Day Vote Centers on Election Day and our ballot has to be available in that County; therefore the City of Schertz needs to contract with them to handle our Comal County Voters to be able to vote in our General and Special Elections on November 5, 2019.

GOAL

Is to provide the City of Schertz voters with updated information regarding early voting and election day vote center information for each county for voting in the upcoming November 5, 2019 Joint/General and Special City of Schertz Election. General election is to elect Councilmembers in Place 1, and 2 and for the Mayor for a three-year term to begin November 2019 and ending 2022, and for a Special Election for the purpose of electing a Councilmember for Place 4 for the remaining year of the unexpired term.

COMMUNITY BENEFIT

Provide to the City of Schertz voters updated information regarding Early Voting location dates and times and Election Day Vote Center information for our three counties, Bexar, Comal and Guadalupe.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 19-R-130 approving and authorizing an Election Contract with the Comal County Clerk Bobbie Koepp to run our Comal County portion of our Joint/General and Special November 5, 2019 elections.

FISCAL IMPACT

An additional amount of \$2,834.37 which will be offset by the reduced cost of sharing costs with Guadalupe County.

RECOMMENDATION

Staff recommends approval of Resolution No. 19-R-130 authorizing a contract with the Comal County Clerk, Bobbie Koepp.

Attachments

Resolution

Contract

RESOLUTION NO. 19-R-130

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AND APPROVING AN ELECTION CONTRACT WITH THE COMAL COUNTY CLERK BOBBIE KOEPP FOR THE CONDUCT OF OUR NOVEMBER 5, 2019 GENERAL ELECTION FOR THE PURPOSE OF ELECTING COUNCILMEMBERS FOR PLACE 1, PLACE 2 AND FOR MAYOR FOR A THREE YEAR TERM AND A SPECIAL ELECTION FOR THE PURPOSE OF ELECTING A COUNCILMEMBER FOR PLACE 4 FOR THE REMAINING YEAR OF THE UNEXPIRED TERM, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City Council approve an elections contract with the Comal County Clerk, Bobbie Koepp; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve a contract with the Comal County Clerk for the conduct of our November 5, 2019 General Election for the purpose of electing Councilmembers for Place 1, Place 2 and for Mayor for a three year term and a Special Election for the purpose of electing a Councilmember for Place 4 for the remaining year of the unexpired term.

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

Section 1. The City Council hereby authorizes a contract with the Comal County Clerk Bobbie Koepp; and

Section 2. The Comal County Early Voting Locations and Election Day Vote Centers are attached hereto as Exhibits A & B.

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 24th day of September 2019.

CITY OF SCHERTZ, TEXAS

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

EARLY VOTING LOCATIONS
(SITIOS DE VOTACIÓN ANTICIPADA)

COMAL COUNTY, TEXAS
(el Condado de Comal, Texas)

**2019 CONSTITUTIONAL AMENDMENT ELECTION and
CITY OF SCHERTZ GENERAL/SPECIAL ELECTIONS**
*(ELECCIÓN DE ENMIENDAS CONSTITUCIONAL DE 2019 EN EL CONDADO DE COMAL,
TEXAS Y*

CIUDAD DE SCHERTZ ELECCIONES GENERALES / ESPECIALES)

November 5, 2019

(5 de noviembre de 2019)

Location, Dates, and Hours of Main Early Voting Polling Location

(Lugar, Fechas y Horas de los Centros Principales de Votación para la Votación Anticipada)

****MAIN LOCATION:** Comal County Elections Office
(los Centros Principales) **396 N. Seguin Ave.
New Braunfels, TX 78130**

DATES and HOURS: **October 21-25, 2019 – 8 a.m. to 5 p.m.**
(Fechas y Horas) *(21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)*
October 26, 2019 – 7 a.m. to 7 p.m.
(26 de octubre de 2019 – 7 a.m. to 7 p.m.)
October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

****Emergency and Limited ballots available at this location only.** *(Boletas limitadas y de emergencia solamente están disponibles en esta caseta.)*

Location, Dates, and Hours of Temporary Branch Early Voting Polling Locations

(Lugar, Fechas y Horas de las Sucursales de los Centros Temporal de Votación para la Votación Anticipada)

Mammen Family Public Library 131 Bulverde Crossing Bulverde Texas 78163	October 21-25, 2019 – 8 a.m. to 5 p.m. <i>(21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)</i> October 26, 2019 – 7 a.m. to 7 p.m. <i>(26 de octubre de 2019 – 7 a.m. to 7 p.m.)</i> October 28-30, 2019 – 8 a.m. to 5 p.m. <i>(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)</i> October 31 and November 1, 2019 – 7 a.m. to 7 p.m. <i>(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)</i>
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**Comal County Offices -
Goodwin Annex
1297 Church Hill Drive
New Braunfels, Texas 78130**

October 21-25, 2019 – 8 a.m. to 5 p.m.
(21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 26, 2019 – 7 a.m. to 7 p.m.
(26 de octubre de 2019 – 7 a.m. to 7 p.m.)
October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

**St. Francis by the Lake
Episcopal Church
121 Spring Mountain Dr.
Canyon Lake, Texas 78133**

October 21-25, 2019 – 8 a.m. to 5 p.m.
(21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 26, 2019 – 7 a.m. to 7 p.m.
(26 de octubre de 2019 – 7 a.m. to 7 p.m.)
October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

**Comal County Offices -
Bulverde Annex
30470 Cougar Bend
Bulverde, Texas 78163**

October 21-25, 2019 – 8 a.m. to 5 p.m.
(21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 26, 2019 – 7 a.m. to 7 p.m.
(26 de octubre de 2019 – 7 a.m. to 7 p.m.)
October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

**Garden Ridge City Hall
9400 Municipal Parkway
Garden Ridge, Texas 78266**

October 21, 22 and 24, 2019 – 8 a.m. to 4 p.m.
(21, 22, y 24 de octubre de 2019 – 8 a.m. to 4 p.m.)
October 23 and 25, 2019 – 8 a.m. to 5 p.m.
(23 y 25 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 26, 2019 – 7 a.m. to 7 p.m.
(26 de octubre de 2019 – 7 a.m. to 7 p.m.)
October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

Applications for Ballot by Mail shall be mailed to: *(Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:)* Bobbie Koepp, Early Voting Clerk, 396 N. Seguin Ave., New Braunfels, Texas 78130.

Applications for Ballots by Mail must be received no later than the close of business on October, 25, 2019. *(Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 25 de octubre, 2019).*

EXHIBIT B

COMAL COUNTY, TEXAS
2019 CONSTITUTIONAL AMENDMENT ELECTION and
CITY OF SCHERTZ GENERAL/SPECIAL ELECTIONS
(ELECCIÓN DE ENMIENDAS CONSTITUCIONAL DE 2019 EN EL CONDADO DE COMAL, TEXAS Y
CIUDAD DE SCHERTZ ELECCIONES GENERALES / ESPECIALES)

ELECTION DAY POLLING LOCATIONS
(DÍA DE LA ELECCIÓN LUGARES DE VOTACIÓN)

Election Day: November 5, 2019

(Día de la Elección: 5 de noviembre de 2019)

Election Day Polling Locations Open from 7:00 a.m. to 7:00 p.m.

(El Día de la Elección los lugares de votación estarán abiertos desde las 7 a.m. hasta las 7 p.m.)

Comal County will be using Vote Centers for the November 5, 2019 General and Special Elections. Any Comal County registered voter may vote at any Comal County Election Day Location, regardless of the precinct in which he/she resides.

(El Condado de Comal utilizará los Centros de votación para las elecciones generales y especiales del 5 de noviembre de 2019. Cualquier votante registrado en el Condado de Comal puede votar en cualquier Lugar del Día de Elección del Condado de Comal, independientemente del recinto en el que reside.)

VOTE CENTER (CENTRO DE VOTACIÓN)	POLLING PLACE (LUGAR DE VOTACIÓN)	ADDRESS (DIRECCIÓN)	CITY (CIUDAD)
VC #1	Comal County Senior Citizens Center	655 Landa	New Braunfels
VC #2	Christ Our King Anglican Church	115 Kings Way	New Braunfels
VC #3	Vintage Oaks Amenity Center	1250 Via Principale	New Braunfels
VC #4	Westside Community Center	2932 S. IH 35	New Braunfels
VC #5	Mammen Family Public Library	131 Bulverde Crossing	Bulverde
VC #6	Jay F. Feibelman Garden Ridge Community Center	9500 Municipal Parkway	Garden Ridge
VC #7	Bulverde/Spring Branch Fire & EMS @Johnson Ranch	30475 Johnson Way	Bulverde
VC #8	Comal County Courthouse	100 Main Plaza, Room 101	New Braunfels
VC #9	Comal County Offices, Goodwin Annex	1297 Church Hill Dr.	New Braunfels

VOTE CENTER (CENTRO DE VOTACIÓN)	POLLING PLACE (LUGAR DE VOTACIÓN)	ADDRESS (DIRECCIÓN)	CITY (CIUDAD)
VC #10	Tye Preston Library	16311 South Access Rd.	Canyon Lake
VC #11	North Shore United Methodist Church	23880 N. Cranes Mill Rd.	Canyon Lake
VC #12	Christ Presbyterian Church	1620 Common Street	New Braunfels
VC #13	Rebecca Creek Baptist Church	11755 Highway 281 N	Spring Branch



CYNTHIA JAQUA
**COMAL COUNTY
ELECTIONS COORDINATOR**

396 N. Seguin Ave. • New Braunfels • Texas • 78130
(830) 221-1352 Fax: (830) 608-2013
e-mail: jaquac@co.comal.tx.us

September 10, 2019

CITY OF SCHERTZ
CONTRACT FOR ELECTION SERVICES
November 5, 2019 General and Special Election

This contract for election services made by and between **City of Schertz** hereinafter called ENTITY and **Bobbie Koepp, Comal County Clerk**, hereinafter called CONTRACTING OFFICER is based on the following:

The ENTITY and CONTRACTING OFFICER have determined that it is in the public interest of the inhabitants of the ENTITY that the following contract be made and entered into for the purpose of having the CONTRACTING OFFICER furnish the ENTITY certain election services and equipment needed by the ENTITY for their November 5, 2019 General and Special Election. Electronic voting equipment will be used, specifically the Hart DRE'S known as Verity Touch, Verity Access Touch, and Controller.

DUTIES AND SERVICES OF THE CONTRACTING OFFICER:

1. Bobbie Koepp, Comal County Clerk, shall be designated and agrees to act as the Election Administrator and the Early Voting Clerk for the election, and shall conduct early voting in person and by mail.
2. Forward all information to vendor (Hart) for the Coding and Audio files for Verity Touch, Verity Access Touch, and Controller
3. Advertise, prepare, and conduct the Logic and Accuracy Tests as required by State Law.
4. Conduct Early Voting for Ballot by Mail at main Early Voting location 396 N. Seguin, New Braunfels, Texas 78130.
5. Provide training on conducting an election, with Hart Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads for all Early Voting and Election Day

- workers.
6. Require HART to provide screen shot proofs for ENTITY's approval.
 7. Procure and provide election supplies, including but not limited to the preparation, printing of ballots for Ballot by Mail requests, and distribution of sample ballots.
 8. Prepare and provide adequate election equipment for the election (Hart Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads)
 9. Prepare Early Voting and Election Day packets and supply bags for Early Voting and Election Day Polling Locations.
 10. Provide the Official Registered Voter Lists for City of Schertz (Comal County Voters) for use on Knowink Poll Pad.
 11. Deliver all voting equipment Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads) and election supplies for Early Voting and Election Day to polling locations.
 12. Ensure Election Judges return specified voting equipment and supplies from Early Voting after polls close on November 1, 2019.
 13. Pick up all voting equipment (Verity Touch and Verity Access Touch) and election supplies for Early Voting and Election Day and return to Comal County Elections Office, 396 N. Seguin Ave., New Braunfels.
 14. Ensure Election Judges return specified voting equipment and supplies from Election Day Polling Locations after polls close on November 5, 2019.
 15. Recruit election judges and clerks for Early Voting and Election Day.
 16. Election judges and clerks for Early Voting and Election Day will be compensated by CONTRACTING OFFICER and reimbursed by ENTITY.
 17. Issue Writs of Election for election judges and notice of appointments to Presiding and Alternate Judges.
 18. Procurement and payment of Early Voting Ballot Board personnel who will meet at the Comal County Elections Office, 396 N. Seguin Ave., New Braunfels, Texas 78130, on Election Day and other dates as prescribed by law to process Ballots by Mail and Provisional Ballots.
 19. Set up the Central Accumulation Station and appoint personnel to tabulate the results of the Early and Election Day votes; provide Final Unofficial results for Canvass.
 20. Provide overall administration and supervision of the election and advisory services.
 21. Meet ADA requirements for the election, as the law relates to polling locations, voter assistance, and other ADA requirements, if any.

22. Reporting precinct results to the Secretary of State, if required.
23. Maintain election materials and paperwork in storage for the allotted time as prescribed by law.

DUTIES OF THE ENTITY:

1. Prepare all Election Orders and Notice of Election as required by law and prepare and publish the Notice of Election.
2. Provide the County Elections Office with ENTITY's ballot information, etc. ENTITY shall conduct its ballot position drawing on or about, September 26, 2019 at 5:15 p.m. and send the CONTRACTING OFFICER the ballot order so that it may be forwarded for Coding and Audio to Hart. ENTITY will be responsible for approving the screen shot proofs from Hart.
3. ENTITY shall be responsible for any loss and/or physical damage to the equipment while it is in ENTITY's possession and control.
4. Only the actual expenses directly attributable to the Contract may be charged. (Section 31.100(b), Texas Election Code) The County Elections Officer will submit the actual costs for items contracted for pursuant to this Contract with the ENTITY as soon as all invoices are received from the vendors. The ENTITY agrees to pay costs of the election within ten (10) ENTITY workdays of receipt of the statement.

GENERAL PROVISIONS:

- A. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.
- B. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this contract is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby; and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- C. **CHOICE OF LAW AND VENUE:** This agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

D. RELATIONSHIP OF THE PARTIES: Each party to this contract, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. FORCE MAJEURE: In the event that CONTRACTING OFFICER shall be prevented from performing any of its obligations due under the terms of this contract by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto. CONTRACTING OFFICER shall be excused from such obligations beyond its control and undertakings set forth under the terms of this agreement.

DATED this the 24tg day of September, 2019

Michael R. Carpenter
Mayor, City of Schertz

BOBBIE KOEPP
Comal County Clerk

SEE ATTACHED ESTIMATE OF EXPENSES

ITEM	QUANTITY	COST PER ITEM	TOTAL COST	SCHERTZ TOTAL COST
Rental of Hart Verity Touch and Verity Access Touch 6-Early Voting and 13 -Election Day Locations	**100	\$150.00	\$15,000.00	\$150.00
Rental of Controller (7-Early Voting and 13-Election Day	**20	\$150.00	\$3,000.00	\$30.00
Advertise Logic and Accuracy Testing in New Braunfels Herald Zeitung			\$49.00	\$49.00
Logic and Accuracy Testing			\$50.00	\$50.00
Coordinating and forwarding all election info to Hart, proofing eSlates Screen Shots, etc.			\$50.00	\$50.00
Hart Coding and Audio Fees			\$1,546.00	\$1,546.00
Night Results and prepare Canvass forms			\$100.00	\$100.00
Kits	**20	\$15.00	\$300.00	\$3.00
Storage of Election Paperwork for time prescribed by law			\$25.00	\$25.00
Election Workers (Judges, Alternate Judges, and Clerks) Early and Election Day per location			\$51,942.00	\$519.42
Hart Support for Election Day			\$2,950.00	\$29.50
Security During Election			\$480.00	\$4.80
Early Voting Ballot Board	**1- Judge 4 -Clerks		\$1,248.00	\$12.48
Processing Ballot by Mail Request, postage, etc.	50	\$1.50	\$75.00	\$7.50
		SUBTOTAL	\$76,815.00	\$2,576.70
Administrative Costs (10% of Total)			\$7,681.50	\$257.67
		GRAND TOTAL	\$84,496.50	\$2,834.37
NOTE: **Equals 1% of Total Cost				

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: Finance
Subject: Ordinance No. 19-T-26 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the FY 2018-19 Budget to transfer personnel budgets between departments, repealing all ordinances or parts of ordinances in conflict with this ordinance; declaring an emergency; and providing an effective date. (M. Browne/J. Walters)*First and final reading.*

BACKGROUND

With Ordinance 18-T-32 the City Council of the City of Schertz approved the annual budget for FY 2018-19. Staff is proposing to amend the budget to transfer funds from departments with above average turnover to those with below average turnover. This adjustment will not change the overall budget allocation for the year.

To compensate for turnover in the General Fund all departments' personnel accounts are reduced in anticipation of future vacancies, while some are adjusted further for specific positions that historically are hard to fill.

Some departments go without any vacancy savings, being fully staffed for the year, while others have more savings than budgeted. The budget does include a specific personnel contingency for departments without any savings.

This adjustment will allocate that contingency as well as savings from departments that had more turnover than expected to cover departments that hired personnel more quickly than budget or did not have any turnover.

The last payroll for the fiscal year was completed on September 20, 2019, giving staff a more accurate estimate how the final personnel budget will turn out. Due to the timing limitations of adjusting the budget before the end of the fiscal year, staff recommends approving this ordinance in one reading.

GOAL

N/A

COMMUNITY BENEFIT

N/A

SUMMARY OF RECOMMENDED ACTION

Approve the adjustment to transfer personnel funds between departments.

FISCAL IMPACT

The adjustment will not have a fiscal impact on the outcome of the budget. These funds will be reallocated between departments and not increase the overall budget allocation in the General Fund.

Department	Amount	Accounts
Inspections	\$90,000	Personnel
Library	\$50,000	Personnel
Fire	\$30,000	Personnel
Municipal Court	\$12,000	Personnel
GIS	\$7,000	Personnel
City Secretary	\$5,000	Personnel
Purchasing	\$5,000	Personnel
Event Facilities	(\$4,000)	Personnel
City Manager's Office	(\$17,000)	Personnel
Police	(\$78,000)	Personnel
Non-Departmental	(\$100,000)	Personnel Contingency

A positive amount indicates a budget increase while a negative amount will reduce the budget.

RECOMMENDATION

Staff recommends approval of Ordinance 19-T-26 first and final reading to transfer budget amounts between General Fund departments.

Attachments

Ordinance 19-T-26

ORDINANCE NO. 19-T-26

CONSIDERATION AND/OR ACTION APPROVING AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FY 2018-19 BUDGET TO TRANSFER PERSONNEL BUDGETS BETWEEN DEPARTMENTS, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; DECLARING AN EMERGENCY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 18-T-32, the City of Schertz (the “City”) adopted the budget for the City for the fiscal year 2018-2019 (the “Budget”), which provides funding for the City’s operations throughout the 2018-2019 fiscal year; and

WHEREAS, the City needs to authorize a budget transfer in the amount of \$199,000.00 between various departments in the General Fund for personnel turnover; and

WHEREAS, City staff recommends that the City Council of the City declare an emergency and adjust the Budget and approve the ordinance; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to declare an emergency and approve the budget transfer to transfer budgets between departments, as more fully set forth in this Ordinance.

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

Section 1. The City shall transfer \$199,000.00 between the following departments:

Department	Amount	Accounts
Inspections	\$90,000	Personnel
Library	\$50,000	Personnel
Fire	\$30,000	Personnel
Municipal Court	\$12,000	Personnel
GIS	\$7,000	Personnel
City Secretary	\$5,000	Personnel
Purchasing	\$5,000	Personnel

Event Facilities	(\$4,000)	Personnel
City Manager's Office	(\$17,000)	Personnel
Police	(\$78,000)	Personnel
Non-Departmental	(\$100,000)	Personnel Contingency

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

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

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

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

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

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

PASSED, APPROVED and ADOPTED ON FIRST AND FINAL READING and DELCARING AN EMERGENCY, the 24th day of September 2019.

CITY OF SCHERTZ, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: Engineering
Subject: Resolution No. 19-R-134- Consideration and/or action approving a Resolution authorizing Professional Service Agreements with Ford Engineering, Inc., Halff Associates, Inc., Kimley-Horn and Associates, Inc., and Utility Engineering Group, PLLC, for on-call engineering services and all matters in connection therewith. (B. James/K. Woodlee)

BACKGROUND

The City of Schertz requested statements of qualifications for On-Call Engineering Firms in May of this year. Statements were received from 26 firms. A panel of five City Staff and Management representatives reviewed each of the documents submitted in detail and scored the submittals on the following criteria:

- Statement of Interest and Qualifications
- General Information and Firm's Ability to Perform Work
- Project Team
- Representative Projects
- References

The firms were ranked as a result of the initial scores and the top nine firms were selected to move forward in the evaluation process. The second round of the process included having interviews with the top firms to discuss further the firms qualifications and gain a repore with the proposed project team.

Upon completion of the interview process, final scores were submitted by the panel with a recommendation to award on-call contracts to the top four firms.

It is recommended that the City award On-Call Engineering Services Agreements to the following consulting engineering firms:

- Ford Engineering , Inc.
- Halff Associates, Inc.
- Kimley-Horn and Associates, Inc.
- Utility Engineering Group, PLLC

Having this group of firms available for consultation allows the City to use the most qualified firm for each particular project based on the particular engineering qualifications and experience without having to go through a separate RFQ process for each task or project for which professional engineering services are needed.

Projects may be related to, but not necessarily limited to, water transmission and distribution, wastewater collection and conveyance, roadways, drainage facilities, and site work. Projects may include:

- Design, Permitting, Bidding and Negotiations, Construction Phase Services;
- Plan Review;
- Resident Project Representative or Inspections Services;
- Studies and Reports; and

- Other related professional services.

Once a project is identified and consulting services are needed, Staff will determine which of the already vetted and qualified firms is best suited for the project. A task order agreement including the specific project scope, fee, and schedule will be negotiated and implemented. As has been the case, any agreement for which the cost may exceed \$50,000, Staff will seek Council authorization.

The agreements for On-Call Engineering Services will remain in force for three years: October 1, 2019 through September 30, 2022 with the option to renew the contract up to two terms of one year each.

GOAL

The goal of Resolution 19-R-134 is to authorize the City Manager to execute agreements with Ford Engineering, Inc., Halff Associates, Inc., Kimley-Horn and Associates, Inc., and Utility Engineering Group, PLLC, for on-call consulting engineering-related services.

COMMUNITY BENEFIT

The City will be able to issue a task orders to a vetted, qualified firm for each particular project without going through a time-consuming RFQ process each time. That will result in an effective and efficient operational process.

SUMMARY OF RECOMMENDED ACTION

It is recommended the City Council approve Resolution 19-R-134, granting authorization and approval of master service agreements with four engineering consulting firms for on-call services.

FISCAL IMPACT

Fiscal impact will vary with particular projects and the use of a specific firm and their fee schedule as included in the Professional Service Agreements.

RECOMMENDATION

Staff recommends approval of Resolution 19-R-134.

Attachments

Resolution 19-R-134
Engineering Services Agreement
Ford Rate Schedule
Halff Rate Schedule
Kimley-Horn Rate Schedule
UEG Rate Schedule
Firm Ranking Summary
Evaluation Tabulation (pre-interviews)
Evaluation Tabulation (post-interviews)

RESOLUTION NO. 19-R-134

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AND APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH FORD ENGINEERING, INC., HALFF ASSOCIATES, INC., KIMLEY-HORN AND ASSOCIATES, INC., AND UTILITY ENGINEERING GROUP, PLLC. FOR ON-CALL ENGINEERING SERVICES AND ALL MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires a professional services agreement with Ford Engineering, Inc., Halff Associates, Inc., Kimley-Horn and Associates, Inc., and Utility Engineering Group, PLLC, relating to on-call engineering services for the City; and

WHEREAS, City staff has determined that Ford Engineering, Inc., Halff Associates, Inc., Kimley-Horn and Associates, Inc., and Utility Engineering Group, PLLC, are qualified to provide such services for the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Ford Engineering, Inc., Halff Associates, Inc., Kimley-Horn and Associates, Inc., and Utility Engineering Group, PLLC, pursuant to the Professional Services Agreement for Engineering Services attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, the agreements for On-Call Engineering Services will remain in force for three years: October 1, 2019 through September 30, 2022 with the option to renew the contract up to two terms of one year each.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Professional Services Agreement with Ford Engineering, Inc., Halff Associates, Inc., Kimley-Horn and Associates, Inc., and Utility Engineering Group, PLLC, in substantially the form set forth on 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 24st day of September, 2019.

CITY OF SCHERTZ, TEXAS

Michael Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

Note: The City of Schertz, Texas has modified this document. The modified language is indicated by strikeout and/or underlining

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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TASK ORDER EDITION

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for [] years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, recent bid results for similar work, and general familiarity with the construction industry. The same standards of performance in Section 6.01.A shall apply to the preparation of Engineer's opinions of probable Construction Cost. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

~~5.03 *Opinions of Total Project Costs*~~

- ~~A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.~~

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Engineer warrants and represents that it has the capability, experience, available personnel, and means required to perform the services contemplated by this Agreement. Services will be performed using personnel and equipment qualified and/or suitable to perform the work requested by the Owner. Owner retains the right to report to Engineer any unsatisfactory performance of Engineer personnel for appropriate corrective action. Engineer shall comply with applicable federal, state, and local laws in connection with any work performed hereunder. No other warranty, express or implied, is included in this Agreement or in any Task Order, drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services. ~~Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.~~

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee and as modified by the City of Schertz, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws

and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- ~~A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.~~

B.A. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C.B. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement. ~~Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~

D.C. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- ~~B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.~~
- C.B. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- ~~D.C.~~ D.C. Owner and Engineer shall each deliver to the other Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- ~~E.D.~~ E.D. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- ~~F.E.~~ F.E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- ~~G.F.~~ G.F. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the ~~state~~ State of Texas ~~in which the Specific Project is located.~~

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
 4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 Indemnification and Mutual Waiver

- A. ~~Professional 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 services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.~~ *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. ~~Indemnification by Owner:~~ Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. ~~Environmental Indemnification:~~ To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ~~No Defense Obligation:~~ The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. ~~Percentage Share of Negligence:~~ To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or

~~damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~

~~F.A. **Mutual Waiver:** To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.~~

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. **Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. **Waiver:** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. **Accrual of Claims:** To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. **Applicability to Task Orders:** The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. **Non-Exclusive Agreement:** Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.

22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently

complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

- 34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
- 36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
- 37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
- 38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included*:

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- ~~H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.~~
- ~~I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.~~
- J.H. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- ~~K.I.~~ Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By:

Print Name:

Title:

Date Signed:

Date Signed:

Address for Owner's receipt of notices:

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title:

Phone Number:

E-Mail Address:

ENGINEER:

By:

Print Name:

Title:

Date Signed:

Engineer License or Firm's Certificate No. (if required):

State of :

Date Signed:

Address for Engineer's receipt of notices:

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title:

Phone Number:

E-Mail Address:

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth in Part 1—Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

[or]

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents,	Within [] days of Owner's authorization to proceed with Preliminary Design Phase

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or

delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Part 1 of Exhibit A)	\$[]	[]
	a. Study and Report Phase (A1.01)	\$[]	[]
	b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
	c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
	d. Construction Phase (A1.05)*	\$[]	[]
	e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
	f. Post-Construction Phase (A1.06)	\$[]	[]
	g. Commissioning Phase (A1.07)	\$[]	[]
	h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)		\$[]	
2.	Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Engineer's Services for Task Order

[Introductory Note to User:

The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.]

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

Exhibit A – Engineer's Services

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13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain ~~and review~~ Owner's instructions regarding Owner's procurement of construction services (including ~~instructions regarding advertisements for bids~~, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain ~~and review~~ copies of Owner's design and construction standards, Owner's standard forms, ~~general conditions (if other than modified~~ EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the ~~draft~~ bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the ~~draft~~ bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform

services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective

sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept*: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations*: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's

supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection,

tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair

Exhibit A – Engineer's Services

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of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:

Exhibit A – Engineer's Services

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- a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 - 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
 - 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
 - 19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 - 20. Preparation of operation, maintenance, and staffing manuals.
 - 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 - 22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

Exhibit A – Engineer's Services

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23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
 24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 25. Overtime work requiring higher than regular rates.
 26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than modified version of EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B– Owner's Responsibilities

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- 5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 - 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 - 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B– Owner's Responsibilities

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20. Perform or provide the following: *[Here list any additional Owner responsibilities]*.

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [].
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [].
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Mileage (auto)	_____/mile
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [REDACTED].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	\$ [REDACTED]/hour
Billing Class VII	\$ [REDACTED]/hour
Billing Class VI	\$ [REDACTED]/hour
Billing Class V	\$ [REDACTED]/hour
Billing Class IV	\$ [REDACTED]/hour
Billing Class III	\$ [REDACTED]/hour
Billing Class II	\$ [REDACTED]/hour
Billing Class I	\$ [REDACTED]/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, “Billing Class VI—Assistant Project Manager”), or using the engineering firm’s own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project’s course.]

This is **EXHIBIT D**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

[Notes to User

1. Exhibit A, Paragraph A1.05.A.24 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor with respect to a specific Construction Contract, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E. The same form is also available as a construction form, EJCDC® C-626 (2013).

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC® C-700 (2013), Standard General Conditions of the Construction Contract.]



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

OWNER

And To:

CONTRACTOR

From:

ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated ____, ____, and the following terms and conditions of this Notice.

Exhibit E – Notice of Acceptability of Work

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

F5.02 *Designing to Construction Cost Limit*

- A. A Construction Cost limit may be set forth in the Task Order.
- B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

Exhibit F – Construction Cost Limit

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

CITY OF SCHERTZ
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:
jgohlke@schertz.com
Faxed to: 210-619-1169



CERTIFICATE OF LIABILITY INSURANCE

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 555 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE: FAX (to, not): E-MAIL: 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	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.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> Y <input type="checkbox"/> 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) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRING AUTOS	<input type="checkbox"/> Y <input type="checkbox"/> Y	123456789	01/01/1000	01/01/1000	COUSINED SWOLT LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Pw person) \$ BODILY INJURY (Pw accident) \$ PROPERTY DAMAGE (Pw accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Y				EACH OCCURRENCE \$ AGGREGATE \$
DED RETENTION					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in Ill.) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> VIC STAT. TORT LIMITS E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
E Builder's Risk Professional Services	<input type="checkbox"/> Y <input type="checkbox"/> Y	123456	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 425 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
--	---

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.

This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

Paragraph(s) ____ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|-------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

FORD ENGINEERING, INC.

SCHEDULE OF FEES

2019

FORD ENGINEERING, INC.

<u>DISCIPLINE</u>	<u>HOURLY RATE</u>
Principal	\$200.00
Sr. Civil Engineer (PE)	\$175.00
Sr. Project Manager (PE)	\$165.00
Project Manager (PE)	\$150.00
Project Coordinator (EIT)	\$100.00
Design Tech	\$ 90.00
CADD Technicians	\$ 85.00
Clerical/Administrative	\$ 65.00
Expert Witness Testimony (RPLS)	\$175.00
Registered Professional Land Surveyor (RPLS)	\$165.00
Survey Technician/CADD	\$ 85.00
One-Person Survey Crew	\$125.00
Two-Person Survey Crew	\$145.00
Three-Person Survey Crew	\$170.00
Four-Person Survey Crew	\$195.00
Property Research & Doc. Service	\$ 75.00
Mobilization	\$200.00
Mileage (per mile rate)	\$.58



Schertz 2019-016 Rate Schedule

September 2019
Valid Through Dec 31, 2022

Professional Staff:	Hourly Rate Range	
	Lower Range	Upper Range
Project Principal PE	\$ 265.00	\$ 297.00
Project Manager PE	\$ 199.00	\$ 223.00
Senior Engineer PE	\$ 182.00	\$ 204.00
Mid Engineer PE	\$ 158.00	\$ 177.00
Jr. Engineer PE	\$ 141.00	\$ 158.00
Engineer in Training EIT	\$ 115.00	\$ 129.00
Sr CADD/GIS Technician	\$ 114.00	\$ 128.00
CADD/GIS Technician	\$ 90.00	\$ 101.00
SUE Field Manager	\$ 153.00	\$ 172.00
Sr. Environmental Scientist	\$ 189.00	\$ 212.00
Mid Level Environmental Scientist	\$ 135.00	\$ 152.00
Jr. Environmental Scientist	\$ 100.00	\$ 112.00
Sr. Right of Way	\$ 187.00	\$ 210.00
Mid Right of Way	\$ 145.00	\$ 163.00
Jr. Right of Way	\$ 119.00	\$ 134.00
Sr. Landscape Architect/Planner	\$ 198.00	\$ 222.00
Mid Landscape Architect/Planner	\$ 139.00	\$ 156.00
Jr. Landscape Architect/Planner	\$ 95.00	\$ 107.00
Sr. RPLS	\$ 225.00	\$ 252.00
Mid RPLS	\$ 177.00	\$ 199.00
Jr. RPLS	\$ 153.00	\$ 172.00
One Person SUE Designating	\$ 107.00	\$ 120.00
2 Person SUE Designating Crew	\$ 175.00	\$ 196.00
2 Person Locating Crew w/excavation vehicle	\$ 275.00	\$ 308.00
Survey Technician	\$ 114.00	\$ 128.00
1 Person Survey	\$ 130.00	\$ 146.00
2 Person Survey	\$ 175.00	\$ 196.00
Administrative Staff:		
Administrative Assitant	\$ 70.00	\$ 80.00
Contract Administrator	\$ 107.00	\$ 120.00
Expenses:		
	Rate Per Item	
B&W 8.5"x 11"	EACH	\$ 0.10
Color 8.5"x 11"	EACH	\$ 1.00
B&W 11" x 17"	EACH	\$ 0.20
Color 11" x 17"	EACH	\$ 1.50
Oversize Plot	EACH	\$ 8.00
Binding	EACH	\$ 5.00
Digital Copy CD	EACH	\$ 25.00
Local Delivery	EACH	\$ 15.00
Out of Area Delivery	EACH	\$ 40.00
SUE (Quality Level C and D)	LF	\$ 0.60
SUE (Quality Level B - Utility Designation)	LF	\$ 1.65
Includes labor and equipment for records research, designating, eng	LF	\$ 1.65
SUE (Quality Level A - Utility Locate, Test Holes)		
Level A: 0 to 5 ft.	EACH	\$ 1,100.00
Level A: > 5 to 8 ft.	EACH	\$ 1,350.00
Level A: > 8 to 13 ft.	EACH	\$ 1,650.00
Level A: > 13 to 20 ft.	EACH	\$ 2,300.00
Level A: > 20 ft.	VF	\$ 160.00
Mileage in accordance with FED	Current IRS standard mileage rates.	



September 18, 2019

Julie Gohlke, M.A., CTPM
Purchasing & Asset Manager
City of Schertz
1400 Schertz Pkwy, Admin Bldg 2
Schertz, TX 78154

RE: City of Schertz On-Call Engineering Services Contract – Billing Rates

Dear Ms. Gohlke:

Kimley-Horn is pleased to submit the following billing rate schedule for the Schertz On-Call Engineering Services Contract. Billing rates for services to be performed by sub-consultants have been separated by discipline.

Kimley-Horn Rate Schedule	
Discipline	Hourly Rates
Sr. Project Manager*	\$ 195.00
Project Manager*	\$ 175.00
QAQC Manager	\$ 225.00
Senior Civil Engineer (PE)	\$ 180.00
Civil Engineer (PE)*	\$ 145.00
Staff Engineer III (EIT)*	\$ 125.00
Staff Engineer II (EIT)	\$ 115.00
Staff Engineer I (EIT)	\$ 105.00
Senior Technician	\$ 115.00
Technician	\$ 95.00
Administrative/Clerical	\$ 75.00
Surveying Staff	
Project Manager/RPLS	\$ 175.00
Registered Surveyor	\$ 145.00
Surveyor-In-Training	\$ 110.00
Three Man Crew	\$ 175.00
Two Man Crew	\$ 155.00
Geotechnical Staff	
Project Manager/Senior Engineer	\$ 150.00
Engineering Manager	\$ 180.00
QAQC Manager/Principal	\$ 200.00
Project Engineer	\$ 130.00
Staff Engineer	\$ 120.00

Geotechnical Staff (Continued)	
Laboratory/Field Supervisor	\$ 85.00
Senior Engineering Technician	\$ 75.00
Engineering Technician	\$ 55.00
Senior CADD Technician/Draftsperson	\$ 65.00
CADD Technician/Draftsperson	\$ 55.00
Administrative Secretary	\$ 60.00
Project Secretary	\$ 55.00
ROW/Easement Acquisition Staff	
Project Manager	\$ 140.00
Principal	\$ 150.00
Condemnation Support (Attorney)	\$ 135.00
Relocation Manager	\$ 130.00
Acquisition Manager	\$ 130.00
Project Supervisor	\$ 120.00
Senior ROW Agent	\$ 110.00
ROW Agent	\$ 100.00
Relocation Agent	\$ 110.00
Title Supervisor	\$ 100.00
Title Abstractor	\$ 95.00
Due Diligence Reviewer	\$ 95.00
Document/Due Diligence Specialist	\$ 90.00
GIS Technician	\$ 95.00
Regulatory Specialist	\$ 110.00
Project Clerk	\$ 80.00

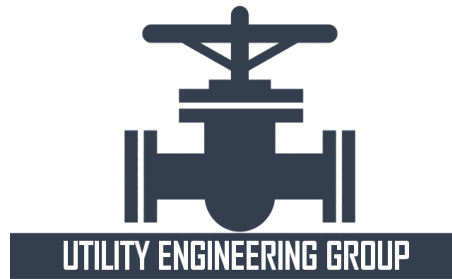
Disciplines noted with an (*) are proposed for the Resident Project Representative role. Should this service be requested by the City, Kimley-Horn will coordinate with City staff and identify the proper discipline that best fits the needs of the requested task order. Additionally, Kimley-Horn proposes the use of the lump-sum contract method for survey services.

Please let us know if you have any questions or comments regarding the proposed billing rates. We are excited to partner with the City to plan and address current and future infrastructure needs, and appreciate the opportunity to be of service. If you have any questions, please contact me at (210) 321-3404 or Stephen.Aniol@kimley-horn.com.

Sincerely,



Stephen Aniol, P.E.
Sr. Project Manager



ATTACHMENT A

HOURLY RATE SCHEDULE SEPTEMBER 2019

POSITION	HOURLY RATE
PRINCIPAL- Registered Professional Engineer	\$185.00
PROJECT MANAGER - Registered Professional Engineer	\$155.00
GRADUATE ENGINEER/ENGINEER-IN-TRAINING	\$100.00
DESIGN TECHNICIAN	\$85.00
DRAFTSMAN - CAD Operator	\$75.00
ADMINISTRATIVE	\$55.00
NON - LABOR EXPENSES	Cost Plus 10%
SUB-CONSULTANTS	Cost Plus 10%

BID/RFP#	2019-016
-----------------	-----------------

Project Name:	On-Call Engineering Services
----------------------	-------------------------------------

Firm Name	Score	Ranking
Kimley-Horn and Associates	92.24	1.00
Halff Associates Inc	90.10	2.00
Ford Engineering Inc	90.00	3.00
Pape Dawson Engineers	88.96	4.00
Utility Engineering Group	88.96	4.00
Jones & Carter Inc dba Jones Carter	88.33	6.00
M&S Engineering	87.03	7.00
Civil Engineering Consultants	85.83	8.00
Gonzalez-De La Garza & Associates	85.10	9.00
Bain Medina Bain	84.17	10.00
LNV	83.65	11.00
Lockwood, Andrews, and Newnam Inc	82.50	12.00
Cobb, Fendely & Associates	82.19	13.00
K Friese & Associates	81.82	14.00
WSB	81.15	15.00
CDS muery	78.85	16.00
6S Engineering Inc	78.02	17.00
KRW Management LLC dba Engineering & Surveying	76.88	18.00
Wantman Group Inc	75.57	19.00
Dannenbaum Engineering Company	74.74	20.00
Malone Wheeler	73.59	21.00
KSA	72.97	22.00
Alan Plummer Associates Inc	72.92	23.00
Fugro	64.56	24.00
Intertek PSI	50.69	25.00
Kespe LLC	49.56	26.00

0 = Not Compliant, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent
You may NOT enter a number higher than 4.0. An explanation is required for a score of 0 or 1.

[illegible]

BID/RFP#

2019-016

EVALUATION SUMMARY

Project Name: On-Call Engineering ServicesDate: 6/6/2019**INSTRUCTIONS:** Enter a number 0 through 4 for each category for each proposer. You may use 0.25 increments if necessary.

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

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

Criteria	Points	Pape Dawson	Utility Engineering Group	Jones & Carter	M&S Engineering	Civil Engineering Consultants	Gonzalez-De La Garza	Kimley Horn	Halff Associates	Ford Engineering
Statement of Interest and Qualifications	5	3.42	3.42	3.29	3.50	3.33	3.33	3.67	3.54	3.58
		4.27	4.27	4.11	4.38	4.17	4.17	4.58	4.43	4.48
General Information and Firm's Ability to Perform Work	30	3.67	3.67	3.67	3.54	3.46	3.33	3.63	3.63	3.58
		27.50	27.50	27.50	26.56	25.94	25.00	27.19	27.19	26.88
Project Team	30	3.58	3.58	3.58	3.63	3.46	3.54	3.75	3.67	3.54
		26.88	26.88	26.88	27.19	25.94	26.56	28.13	27.50	26.56
Representative Projects	30	3.50	3.50	3.42	3.29	3.42	3.33	3.71	3.54	3.71
		26.25	26.25	25.63	24.69	25.63	25.00	27.81	26.56	27.81
References	5	3.25	3.25	3.38	3.38	3.33	3.50	3.63	3.54	3.42
		4.06	4.06	4.22	4.22	4.17	4.38	4.53	4.43	4.27
Interview	25	2.46	3.29	2.17	2.38	2.54	2.46	4.00	4.00	4.00
		15.36	20.57	13.54	14.84	15.89	15.36	25.00	25.00	25.00
Average Total %	125	102.72	108.76	99.82	100.03	100.09	98.55	116.71	114.68	114.73
Rank		5.00	4.00	8.00	7.00	6.00	9.00	1.00	3.00	2.00

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: Planning & Community Development
Subject: Ordinance 19-S-25 - Conduct a public hearing and consideration and/or action approving an Ordinance on a request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 8.5 acres of land, more specifically described as the northwest corner of the intersection between IH-35 and Schwab Road, City of Schertz, Comal County, Texas (B. James/L. Wood/N. Kopyay) *First Reading*.

BACKGROUND

The applicant is requesting a Specific Use Permit to allow a convenience store with gas pumps on approximately 8.5 acres of land, more specifically described as the northwest corner of the intersection between IH-35 and Schwab Road, City of Schertz, Comal County, Texas. The subject property is currently undeveloped, vacant land. The proposed development includes an approximately 7,300 square foot convenience store with seventeen (17) total gas pumps under two (2) separate canopies.

The public hearing notice was published in the San Antonio Express on September 4, 2019. Four (4) public hearing notices were mailed to surrounding property owners within two hundred (200) feet of the subject property on August 30, 2019 in preparation for the Planning & Zoning Commission meeting that took place on September 11, 2019. At the time of this report, Staff has received one response in favor of the Specific Use Permit.

The following project representatives spoke at the September 11, 2019 Planning & Zoning Commission Public Hearing:

- JD Dudley, QuikTrip Corporation, Real Estate Project Manager

GOAL

The proposed Specific Use Permit is to allow for a convenience store with gas pumps on approximately 8.5 acres of land, located at the northwest corner of the intersection between IH-35 and Schwab Road.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Impact on Adjacent Development:

The subject property is currently surrounded by the remainder of the sixteen (16) total acre undeveloped parcel of land and the Rights-Of-Way for three (3) separate public roads: Interstate Highway 35 (IH-35), Schwab Road, and Baugh Lane. The parcel of land to the west of the subject property is zoned General Business District (GB) and is currently undeveloped, the parcel of land to the east of the subject property and Schwab Road is zoned General Business District (GB) and is currently undeveloped, and the parcel of land to the north of the subject property and Baugh Lane is zoned Manufacturing Light District (M-1) and is currently developed with a national food service distributor

(Sysco). Given that the proposed convenience store would be surrounded by three roadways, and the adjacent properties are zoned General Business District (GB) and Manufacturing Light District (M-1), the proposed Specific Use Permit would not have an additional adverse impact on the currently adjacent development.

The Comprehensive Land Use Plan, through the North Schertz Sector Plan, identifies this area as Highway Commercial. The Highway Commercial land use is intended for regional scale retail and commercial uses that can take advantage of the highway frontage, with a land use mix of mostly large format retail with restaurants and entertainment uses or mid-rise office buildings. The Highway Commercial future land use areas are specifically located along major intersections on IH-35 in order to maximize access to the region and provide accessible services to planned neighborhoods in the area. A convenience store with gas pumps fits the retail land use desired in Highway Commercial designated areas, and is also a business that can take advantage of its proximity to IH-35; a highway-oriented business is dependent upon both a large flow of traffic and convenient access, and is typically a business that caters to the traveling public. The proposed convenience store with gas pumps is compatible with the Highway Commercial land use designation, and therefore the proposed SUP is generally in conformance with the Comprehensive Land Use Plan, through the North Schertz Sector Plan.

Conceptual Site Plan:

The applicant is proposing to construct an approximately 7,300 square foot convenience store with seventeen (17) gas pumps on the approximately 8.5 acre tract of land.

Architectural Standards: Schertz Unified Development Code (UDC) Sec. 21.9.5 requires all non-residential buildings to comply with the architectural feature requirements; the proposed convenience store complies with the minimum required horizontal and vertical articulations.

Parking: The proposed parking areas meet all current regulations within UDC Article 10; the site will provide sixty-two (62) parking spaces sized 10' x 20' and twelve (12) truck parking spaces sized 14' x 55'.

Screening requirements: The site has satisfied the minimum screening requirements for the location. The trash receptacle will be constructed of a masonry material with metal gates that meet the minimum requirements.

Landscaping: The proposed site plan meets all requirements outlined in UDC Sec. 21.9.7. The applicant is proposing to install 94 total trees, including 36 Live Oak, 34 Texas Ash, and 24 Texas Redbud.

Access and circulation: Access to the site is proposed to be through five (5) new driveways: two (2) right-in/right-out driveways on the IH-35 frontage road, one (1) full movement driveway on Baugh Lane, one (1) full movement driveway on Schwab Road, and one (1) right-in/right-out driveway on Schwab Road. A 25' fire lane is being proposed on all sides of the convenience store to allow for emergency vehicle access. The associated Site Plan and Traffic Impact Analysis Study have been reviewed and approved by both the City of Schertz Engineering Department and the Texas Department of Transportation (TxDOT).

Due to the limited adverse impact on adjacent development and the compatibility between the proposed land use and the Comprehensive Land Use Plan, Staff recommends approval of the Specific Use Permit to allow a convenience store with gas pumps at the subject property with the below outlined conditions.

Conditions of the Requested Specific Use Permit:

The proposed convenience store with gas pumps land use will be subject to provisions of the Unified Development Code (Ordinance 11-S-15, as amended). Additionally, the Specific Use Permit will be

conditioned upon the following occurring:

1. A building permit is approved within one year of the adoption of the SUP ordinance; and
2. The use begins operation within two years of the issuance of the necessary building permit(s).

FISCAL IMPACT

None

RECOMMENDATION

A Specific Use Permit allows for discretionary City Council approval of uses with unique or widely varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDC. Approval of a specific use permit authorizes a property owner to submit subsequent development applications consistent with the approved Specific Use Permit.

The Planning & Zoning Commission conducted the public hearing on September 11, 2019 and offered a recommendation of approval by a 7-0 vote. Staff is also recommending approval of the Specific Use Permit to allow a convenience store with gas pumps at the subject property with the above outlined conditions.

Attachments

Ordinance 19-S-25

Ordinance 19-S-25 Exhibit A

Aerial Map

Public Hearing Notice Map

Citizen Response

ORDINANCE NO. 19-S-25

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR OPERATION OF A CONVENIENCE STORE WITH GAS PUMPS ON APPROXIMATELY 8.5 ACRES OF LAND, MORE SPECIFICALLY DESCRIBED AS THE NORTHWEST CORNER OF THE INTERSECTION BETWEEN INTERSTATE HIGHWAY 35 AND SCHWAB ROAD, CITY OF SCHERTZ, COMAL COUNTY, TEXAS.

WHEREAS, an application for Specific Use Permit to allow a convenience store with gas pumps, more particularly described in Exhibit A attached hereto and incorporated herein by reference, as the northwest corner of the intersection between Interstate Highway 35 and Schwab Road, (hereinafter, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.11.E. provides for certain conditions to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested specific use permit (the “Conditions”); and

WHEREAS, on September 11, 2019, the Planning and Zoning Commission conducted a public hearing and, after considering the Conditions, hereby makes a recommendation of approval of a Specific Use Permit for a convenience store with gas pumps; and

WHEREAS, on September 24, 2019, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for the northwest corner of the intersection between Interstate Highway 35 and Schwab Road, more particularly described in the attached Exhibit A, is hereby approved to allow a convenience store with gas pumps conditioned upon the following occurring:

- a) A building permit is approved within one year of the adoption of this ordinance; and
- b) The use begins operation within two years of the issuance of the necessary building permit(s).

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

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

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

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

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

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

Section 8. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Approved on first reading the 24th day of September, 2019.

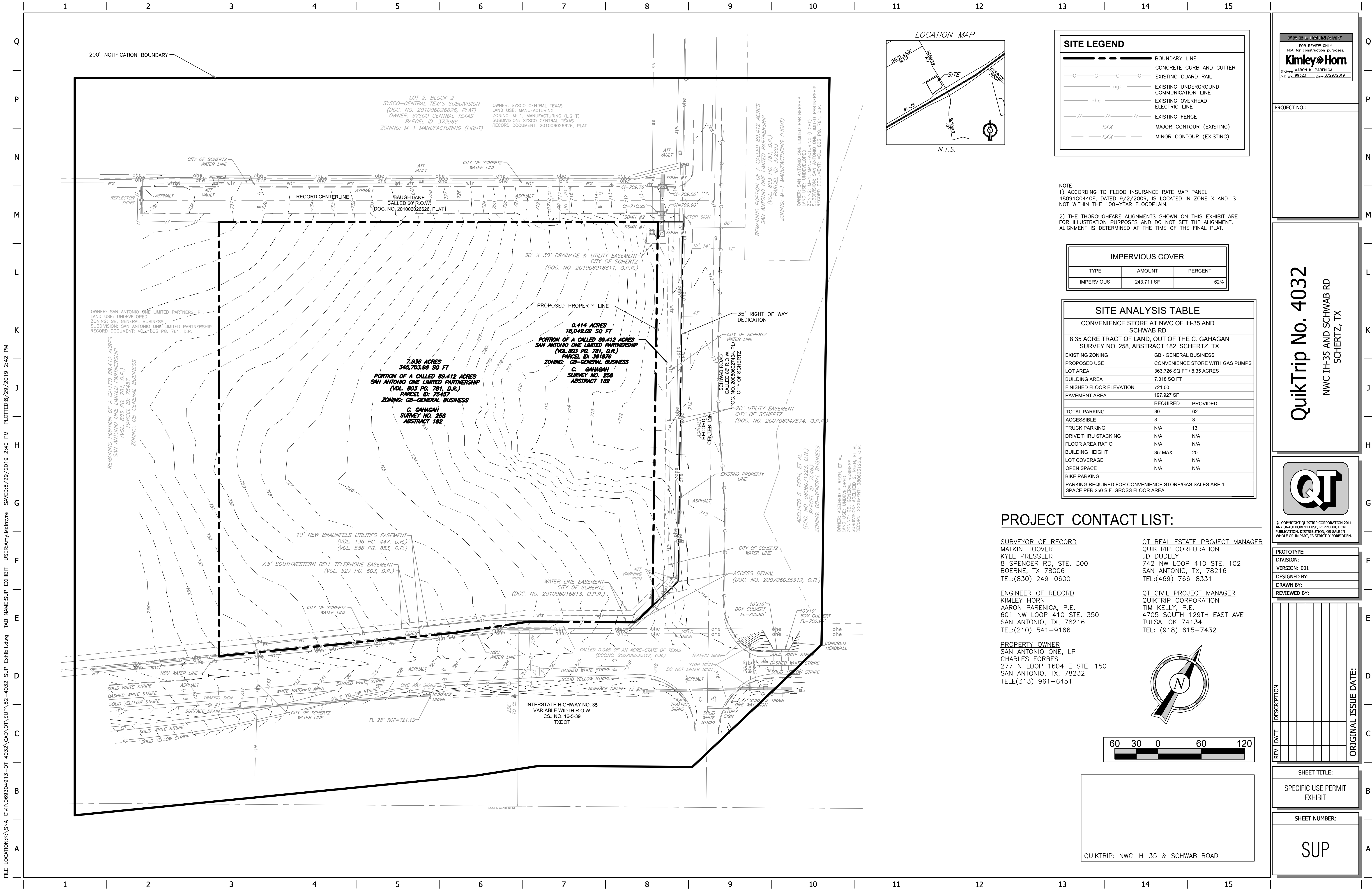
PASSED, APPROVED AND ADOPTED on final reading the 22nd day of October, 2019.

Michael R. Carpenter, Mayor

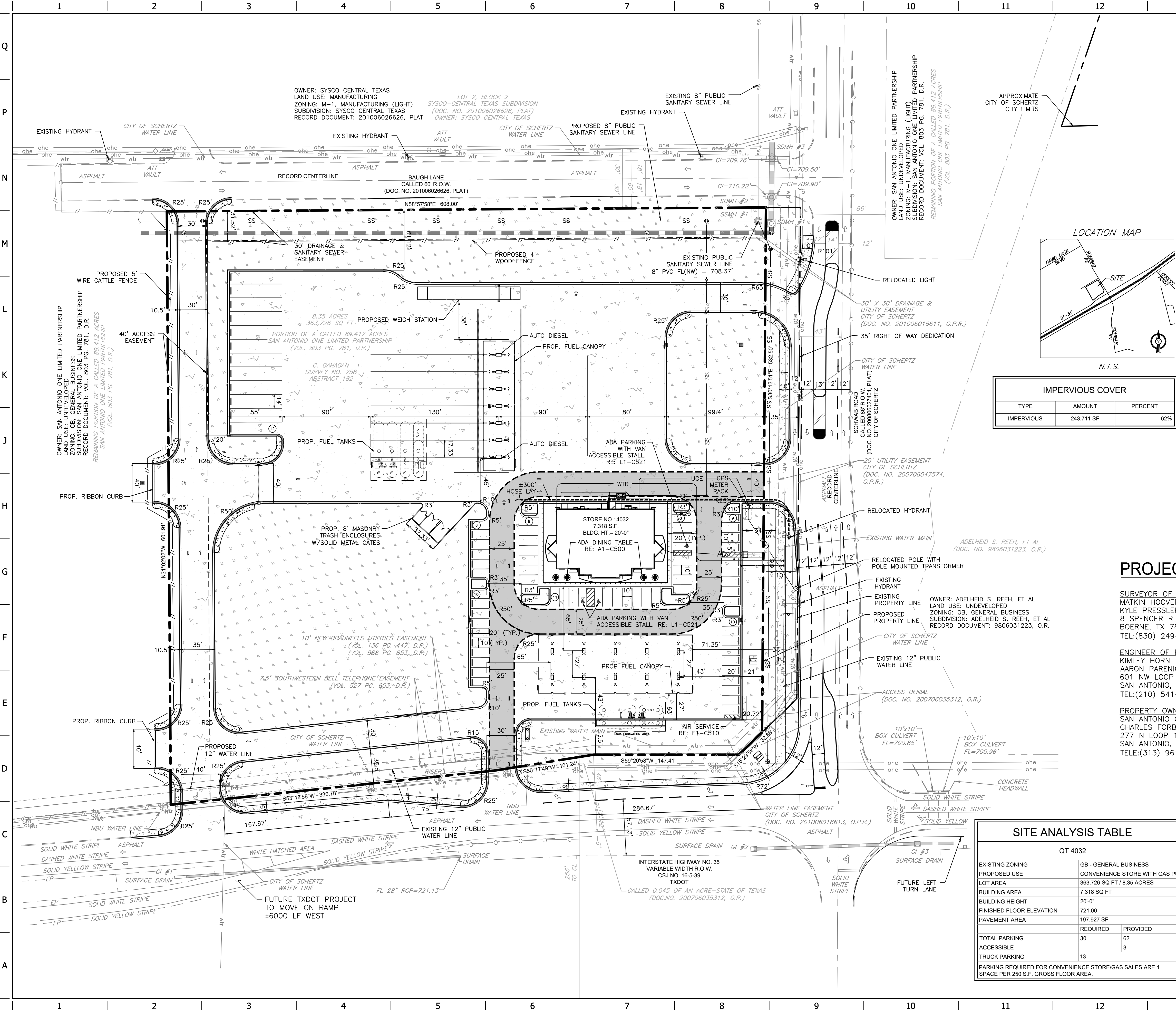
ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

Exhibit A



FILE LOCATION: K:\SMA_Civil\060304913-QT 4032\CAD\QT\SUP\02-4032_SUP_Civil.dwg TAB NAME: SPN-Initial Site Plan USER: rachel.roberts SAVED: 9/5/2019 3:12 PM PLOTTED: 9/5/2019 3:12 PM



SITE LEGEND	
	BOUNDARY LINE
	CONCRETE CURB AND GUTTER
	PROPOSED SANITARY SEWER
	EXISTING WATER MAIN
	PROPOSED WATER MAIN
	PROPOSED STORM SEWER
	EXISTING OVERHEAD ELECTRIC
	EXISTING UNDERGROUND TELECOMMUNICATION
	PROPOSED UNDERGROUND TELECOMMUNICATION
	EXISTING GUARDRAIL
	PROPOSED OVERHEAD ELECTRIC
	PROPOSED UNDERGROUND ELECTRIC
	PROPOSED HOSE LAY

	FIRE LANE (MIN 24' WIDE)
	PROPOSED PAVEMENT
	PROPOSED SIDEWALK
	PROPOSED LANDSCAPE
	PARKING SPACE INDICATOR
	MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
	TRANSFORMER
	FUEL SYSTEM ACCESS MANWAY

- NOTES:
1. ACCORDING TO FLOOD INSURANCE RATE MAP PANEL 48091C0440F, DATED 9/2/2009, IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100-YEAR FLOODPLAIN.
 2. RPZ REQUIRED ON DOMESTIC SERVICE LINE.
 3. ALL PROPOSED PAVEMENT WILL BE CONCRETE.

PROJECT CONTACT LIST:

SURVEYOR OF RECORD
MATKIN HOOVER
KYLE PRESSLER
8 SPENCER RD, STE. 300
BOERNE, TX 78006
TEL:(830) 249-0600

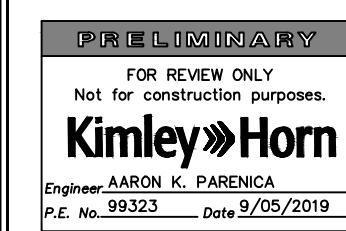
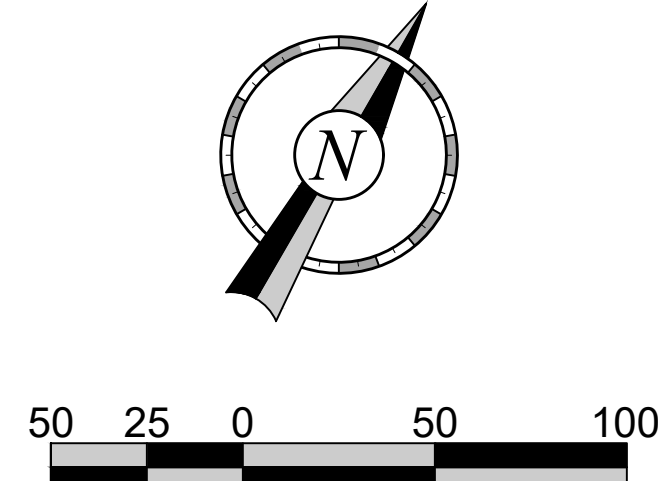
ENGINEER OF RECORD
KIMLEY HORN
AARON PARENICA, P.E.
601 NW LOOP 410 STE. 350
SAN ANTONIO, TX, 78216
TEL:(210) 541-9166

PROPERTY OWNER
SAN ANTONIO ONE, LP
CHARLES FORBES
277 N LOOP 1604 E STE. 150
SAN ANTONIO, TX, 78232
TELE:(313) 961-6451

QT REAL ESTATE PROJECT MANAGER
QUIKTRIP CORPORATION
JD DUDLEY
742 NW LOOP 410 STE. 102
SAN ANTONIO, TX, 78216
TEL:(469) 766-8331

QT CIVIL PROJECT MANAGER
QUIKTRIP CORPORATION
TIM KELLY, P.E.
4705 SOUTH 129TH EAST AVE
TULSA, OK 74134
TEL: (918) 615-7432

SITE ANALYSIS TABLE	
QT 4032	
EXISTING ZONING	GB - GENERAL BUSINESS
PROPOSED USE	CONVENIENCE STORE WITH GAS PUMPS
LOT AREA	363,726 SQ FT / 8.35 ACRES
BUILDING AREA	7,318 SQ FT
BUILDING HEIGHT	20'-0"
FINISHED FLOOR ELEVATION	721.00
PAVEMENT AREA	197,927 SF
TOTAL PARKING	REQUIRED 62 ACCESSIBLE 3
TRUCK PARKING	13
PARKING REQUIRED FOR CONVENIENCE STORE/GAS SALES ARE 1 SPACE PER 250 S.F. GROSS FLOOR AREA.	



PROJECT NO.:

QuikTrip No. 4032
NWC IH-35 & SCHWAB ROAD
SCHERTZ, TX



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PUBLICATION, DISTRIBUTION, OR SALE IN
WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

PROTOTYPE:
DIVISION:
VERSION: 001
DESIGNED BY: AEM
DRAWN BY: AEM
REVIEWED BY: AKP

REV	DATE	DESCRIPTION

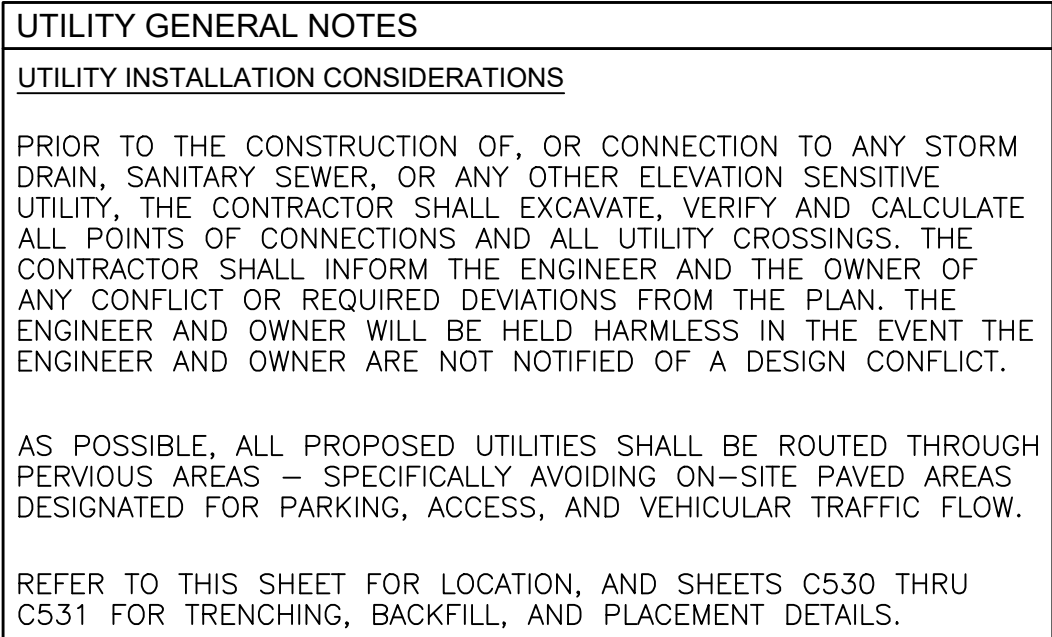
ORIGINAL ISSUE DATE:

SHEET TITLE:

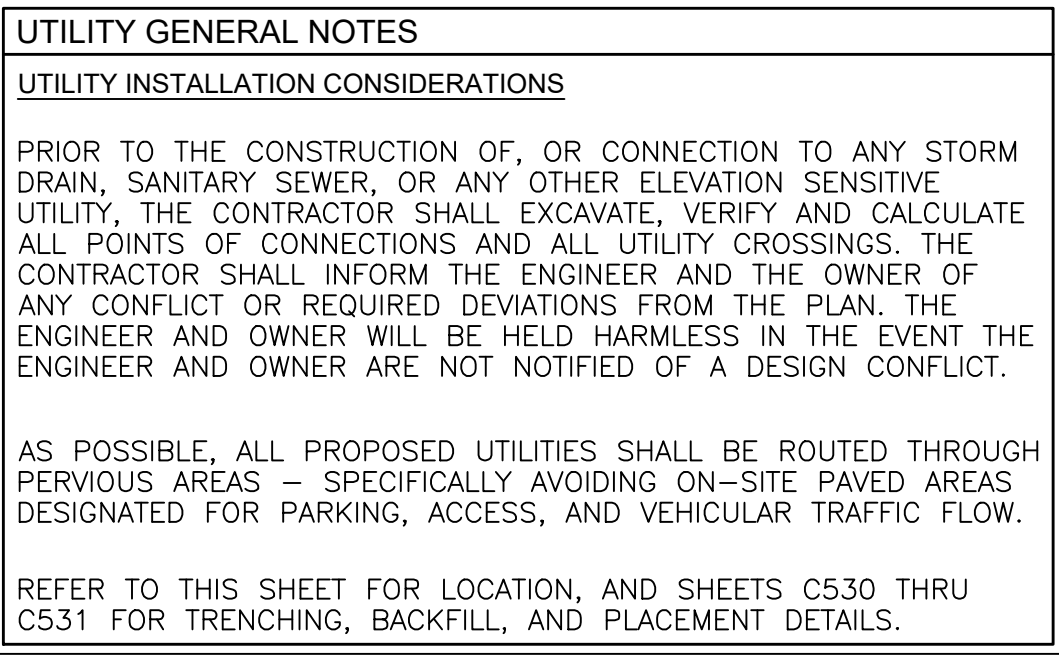
INITIAL SITE PLAN

SHEET NUMBER:

SPN



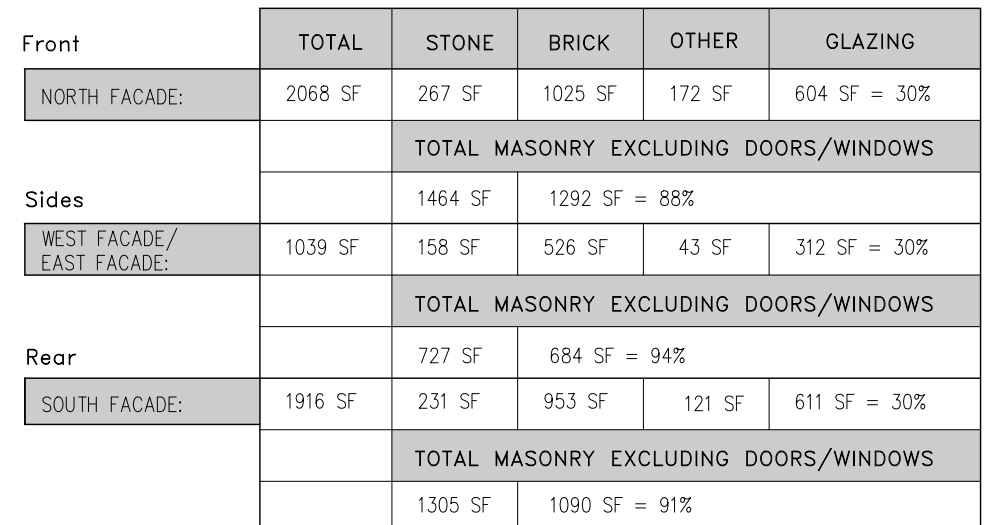
SWMP



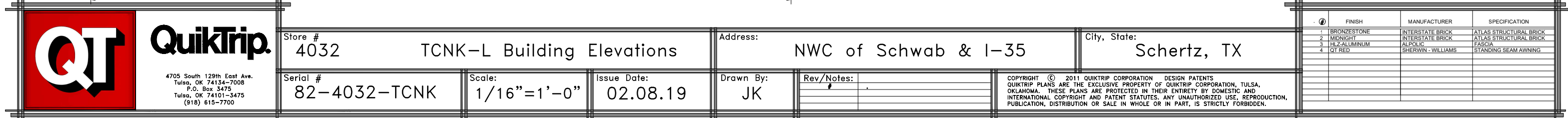
UTP



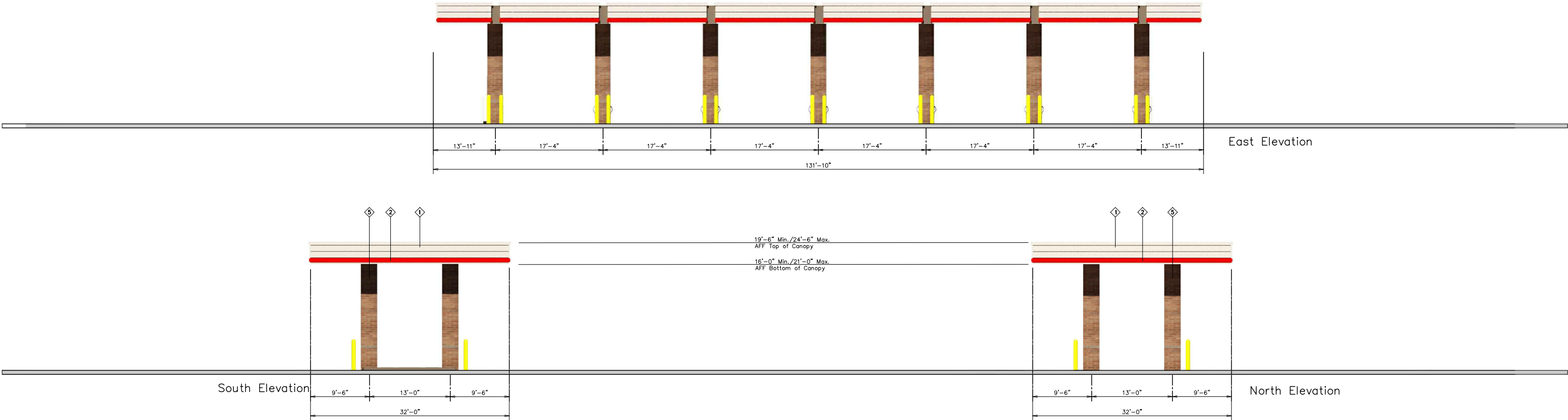




Building Design Category	Commercial
Total Building Façade Area	6062sf
Elevation Façade area	North - 2068sf West - 1039sf South - 1916sf East - 1039sf
Elevation Façade area excluding windows and glass doors	North - 1464sf West - 727sf South - 1305sf East - 727sf
Area of windows and glass doors	North- 604sf West - 312sf South - 611sf East- 312sf
Total square footage of each building material	Stone-814sf Brick-3030sf
List and provide the square footage of each material used on the specific elevation	See each elevation chart



Front	TOTAL	STONE	BRICK	OTHER	GLAZING
SOUTHWEST FACADE:	754 SF	NA	299 SF	455 SF	NA
		TOTAL MASONRY EXCLUDING OTHER			
Sides		299 SF	100%		
SOUTHEAST FACADE/ NORTHWEST FACADE:	203 SF	NA	91 SF	112 SF	NA
		TOTAL MASONRY EXCLUDING OTHER			
Rear		91 SF	100%		
NORTHEAST FACADE:	754 SF	NA	299 SF	455 SF	NA
		TOTAL MASONRY EXCLUDING DOORS/WINDOWS			
		299 SF	100%		



QuikTrip.

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #
4032

6 Bay Diesel Canopy

Serial #
82-4032-DV06

Scale:
1/16"=1'-0"

Issue Date:
02.27.19

Drawn By:
JK

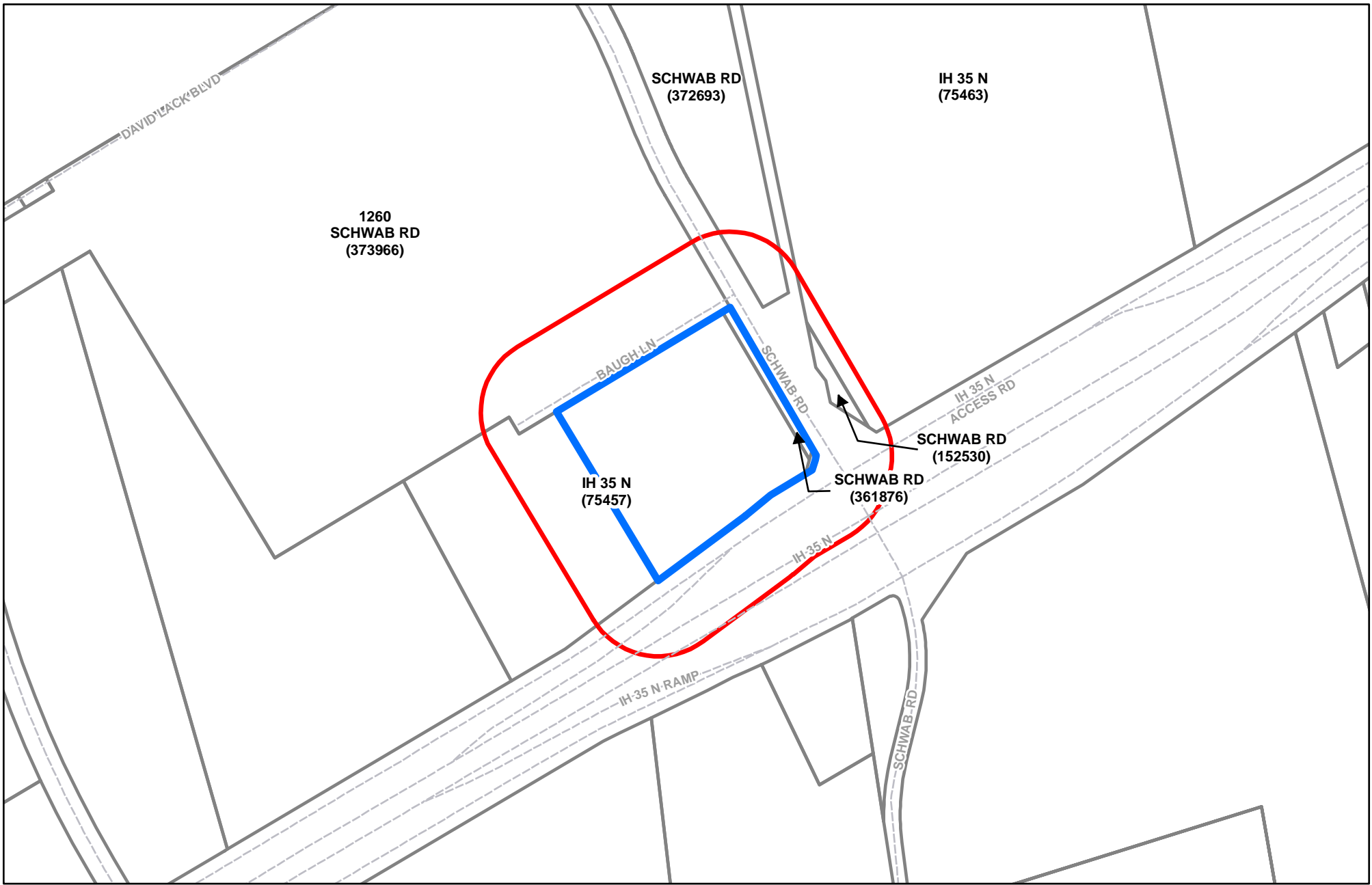
Address:
NWC of Schwab & I-35

City, State:
Schertz, TX

Rev/Notes:

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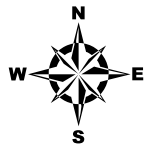
①	FINISH	MANUFACTURER	SPECIFICATION
1	HLZ-ALUMINUM	ALPOLIC	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN - WILLIAMS	METAL/PAINT
4	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK



City of Schertz
NWC of Schwab Rd
and IH 35 N

 200' Notification Buffer

 Parcel Boundaries



NOTICE OF PUBLIC HEARING

August 30, 2019

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, September 11, 2019 at 6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

SUP2019-003 – A request for a Specific Use Permit to allow a convenience store with gas pumps on approximately 8.5 acres of land, more specifically described as the northwest corner of the intersection between IH-35 and Schwab Road, City of Schertz, Comal County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Nick Kopyay, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail nkopyay@schertz.com. If you have any questions please feel free to call Nick Kopyay, Planner directly at (210) 619-1782.

Sincerely,

Nick Kopyay

Nick Kopyay
Planner

Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **SUP2019-003**

COMMENTS: see attached

NAME: CHARLES A. FORBES SIGNATURE: Charles A. Forbes
(PLEASE PRINT)

STREET ADDRESS: 2111 Woodward Ave Detroit, Michigan 48201

DATE: September 4 2019






Thu 9/5/2019 12:49 PM

gravel51@aol.com

Notice of Public Hearing Response - QuikTrip

To Nick Koplyay

 Follow up. Start by Thursday, September 12, 2019. Due by Thursday, September 12, 2019.
You replied to this message on 9/12/2019 8:48 AM.

 Message  Notice of Public Hearing - QuikTrip.pdf

Dear Mr. Koplyay,

I am the General Partner of the 8.5 acre property that QuikTrip is purchasing. I have done my research and am very pleased and proud to have them on our property.

QuikTrip comes highly recommended by Forbes Magazine as one of the most progressive companies in their field. They have over 750 convenience/gas station stores in 11 states, with a big focus on Texas. Their executive representatives are committed to building a first class facility. QuikTrip has agreed to spend over \$300,000 to widen Schwab Road and accommodate future neighboring buyers in providing utility lines that with convenient utility connections.

I am 100% on board with QuikTrip and recommend approval. We are fortunate to get them. I have attached my reply form to this correspondence.

Charles A. Forbes, General Partner
San Antonio One Limited Partnership

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: Engineering
Subject: Corbett Elevated Water Storage Tank Logo Rendering. (K. Woodlee/S. McClelland)

BACKGROUND

The new Corbett Elevated Water Storage Tank Project is currently under construction and with that, City Staff saw an opportunity to incorporate the City's current logo and branding into the design of the tank painting. Up to this point, the standard tank painting design for the City's water tanks has been a beige color with Schertz in block letters. The new design that the Public Affairs Department created utilizes the City's logo and colors on a white background, which can be seen in the attached rendering. This new tank painting design is proposed to be the new standard design for the City's elevated tanks as they come up in the schedule to be repainted.

Attachments

Corbett EST Logo Rendering

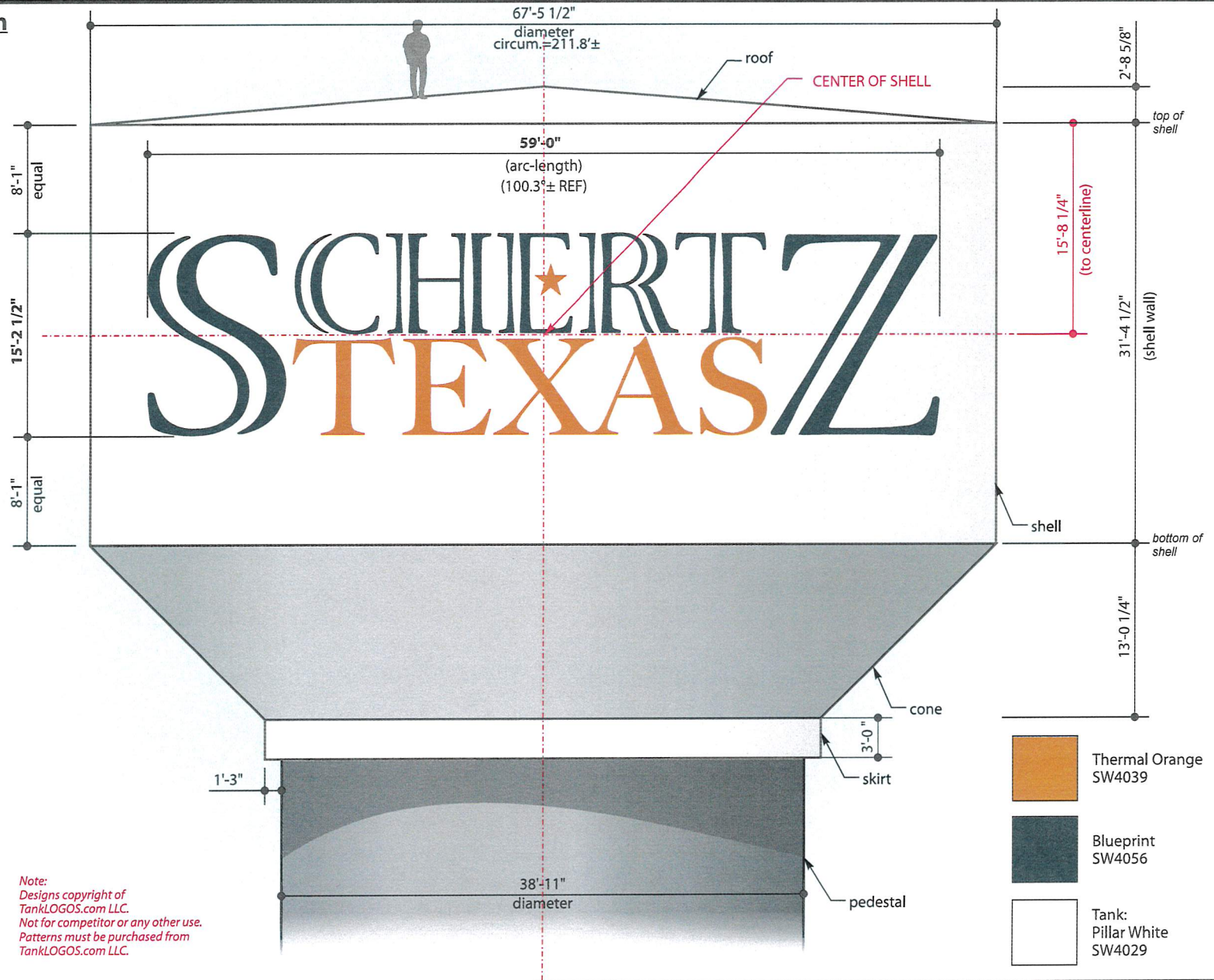
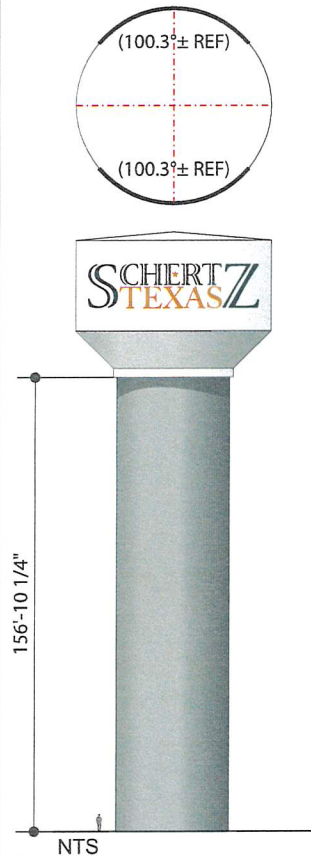
Tank Reservoir Elevation

Planar measurements of graphics.

Tank measurements shown are based on a typical 1M gallon Landmark composite elevated tank.

Engineer / Owner should verify all measurements prior to final approvals and production.

Quantity: (2) sides.
NORTH & SOUTH.
Exact orientation to be located / verified in the field by Engineer / Owner.



Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: Landmark
Design: Schertz TX Corbett LM1633 1MG CET A0
Revision Date:
First Print Date: 09-03-19
Scale: 3/32"=1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____
APPROVED ☐ **DATE** _____
APPROVED AS NOTED ☐ **DATE** _____
REVISE + RESUBMIT ☐ **DATE** _____

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color callouts when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

PAGE
1
OF
1

CITY COUNCIL MEMORANDUM

City Council Meeting: September 24, 2019
Department: City Secretary
Subject: Election notice - City of Schertz Joint/General and Special Election notice with Bexar, Comal and Guadalupe Counties - for the purpose of electing Councilmembers in Place 1, Place 2 and for Mayor for a three-year term beginning November 2019 and ending November 2022 and for a Special Election to fill the vacancy of the unexpired term for Councilmember Place 4. (M. Browne/Mayor-Council/B. Dennis)

BACKGROUND

Attached is the City of Schertz Election Notice for our Joint/General and Special Election with Bexar, Comal and Guadalupe Counties. Early voting locations and times for Bexar, Comal and Guadalupe are included. Early voting begins on Monday, October 21, 2019 and ends Friday, November 1, 2019.

Election Day November 5, 2019 - All counties will be utilizing Vote Centers on Election day, which means that any voter in their registered County (Bexar or Comal or Guadalupe) can vote on election day at any listed vote centers in their County. Locations open at 7:00 a.m. and close at 7:00 p.m.

Attachments:
Election Notice

Attachments

Election Notice

NOTICE OF GENERAL ELECTION AND SPECIAL ELECTION

To the registered voters of the City of Schertz: Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 5, 2019, for voting in the general election to elect Councilmembers for Place 1, Place 2 and for Mayor and for a Special Election to fill the vacancy of the unexpired term for Councilmember Place 4.

Locations of Early Voting Polling Places: Early voting by personal appearance will be conducted as listed below:

Applications for ballot by mail shall be mailed to: Comal County Early Voting Clerk, Bobbie Koepp, 396 N. Seguin Ave., New Braunfels, Texas 78130; Guadalupe County Early Voting Clerk, Lisa Hayes, P.O. Box 1346, Seguin, Texas 78156-1346; Bexar County Early Voting Clerk, Jacque Callanen, 1103 S. Frio, Ste. 100, San Antonio, Texas 78207-9950. Applications for ballots by mail must be received no later than the close of business on October 25, 2019.

AVISO DE ELECCIÓN GENERAL Y ELECCIÓN ESPECIAL

A los votantes registrados de la Ciudad de Schertz: Se hace saber que las casillas electorales citadas abajo se abrirán desde las 7:00 am a 7:00 pm 5 de noviembre de 2019, para votar en las elecciones generales para elegir a los concejales para el lugar 1, Lugar 2 y para Alcalde y para elección especial para llenar la vacante del termino no expirado del miembro para el lugar 4.

*La aplicación para votar en ausencia por correo deberán enviarse a: Secretaria de Votación Adelantada para el Condado de Comal, Bobie Koepp, 396 N. Seguin Ave., New Braunfels, Texas 78130; Secretaria de Votación Adelanta para el Condado de Guadalupe, Lisa Hayes, P.O. Box 1346, Seguin, Texas 78156-1346; Secretaria de Votación Adelanta para el Condado de Bexar, Jacque Callanen, 1103 S. Frio, Ste. 100, San Antonio, Texas 78207-9950. Aplicaciones para votar en ausencia por correo deberán **recibirse, no simplemente sellada por el correo**, en la oficina, no mas tardado del fin de las horas de negocio el Viernes, 25 de Octubre del 2019.)*

GENERAL AND SPECIAL ELECTIONS (ELECCIONES GENERALES Y ESPECIALES)

GUADALUPE COUNTY (Condado de Guadalupe)

LOCATIONS OF EARLY VOTING POLLING PLACES (*Lugares de votacionTemprana*)

Location, Dates & Hours of Main Early Voting Polling Location (*Lugar, Fechas y Horas de los Centros Principales de Votación para la Votación Temprana*)

SEGUIN ELECTIONS OFFICE 215 S. Milam St. Seguin, TX 78155

Monday, Oct. 21st through Friday, Oct. 25th, 2019 8:00 a.m. to 5:00 p.m.	<i>Lunes, 21 de Oct., 2019 hasta el Viernes, 25 de Oct. de 2019 de</i> <i>8:00 de la mañana a las 5:00 de la tarde</i>
Saturday, Oct. 26th, 2019 – 7:00 a.m. to 7:00 p.m.	<i>Sabado, 26 de Oct., 2019 de 7:00 de la mañana a las 7:00</i> <i>de la tarde</i>
Sunday, Oct. 27th, 2019 – 1:00 p.m. to 6:00 p.m.	<i>Domingo, 27 de Oct., 2019 de 1:00 de la tarde a las 6:00</i> <i>de la tarde</i>
Monday, Oct. 28th, through Friday, Nov. 1st, 2019 7:00 a.m. to 7:00 p.m.	<i>Lunes, 28 de Oct., 2019 hasta el Viernes, 1 de Nov. de 2019 de</i> <i>7:00 de la mañana a las 7:00 de la tarde</i>

*Emergency and Limited ballots available at this location only. (*Boletas limitadas y de emergencia solamente están disponibles en esta caseta.*)

Location, Dates & Hours of Branch Early Voting Polling Locations (*Lugar, Fechas y Horas de las Sucursales de los Centros de Votación para la Votación Andelantada*)

CENTRAL TEXAS TECHNOLOGY CENTER Room 118 Conference Room, 2189 FM 758 New Braunfels, TX 78130

GRACE CHURCH 3240 FM 725 New Braunfels, TX 78130

NEW BERLIN CITY HALL 9180 FM 775 New Berlin, TX

SCHERTZ ELECTIONS OFFICE ANNEX 1101 Elbel Road Schertz, TX 78154

Applications for Ballot by Mail shall be mailed to: (*Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:*) Lisa Hayes, Elections Administrator, P. O. Box 1346, Seguin, TX 78156-1346. **Applications for Ballot by Mail must be received no later than the close of business**

on October 25, 2019. (Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 25 de Octubre 2019

Early Voting Clerk: Lisa Hayes
Early Voting Clerk’s address: P.O. Box 1346
Seguin, Texas 78156-1346
830-303-6363

EARLY VOTING LOCATIONS
(SITIOS DE VOTACIÓN ANTICIPADA)
COMAL COUNTY, TEXAS
(el Condado de Comal, Texas)
2019 CONSTITUTIONAL AMENDMENT ELECTION and
CITY OF SCHERTZ GENERAL/SPECIAL ELECTIONS
(ELECCIÓN DE ENMIENDAS CONSTITUCIONAL DE 2019 EN EL CONDADO DE COMAL, TEXAS Y
CIUDAD DE SCHERTZ ELECCIONES GENERALES / ESPECIALES)
November 5, 2019
(5 de noviembre de 2019)

Location. Dates. and Hours of Main Early Voting Polling Location
(Lugar. Fechas y Horas de los Centros Principales de Votación para la Votación Anticipada)

****MAIN LOCATION:** Comal County Elections Office
(los Centros Principales) **396 N. Seguin Ave.**
New Braunfels, TX 78130

DATES and HOURS: **October 21-25, 2019 –8 a.m. to 5 p.m.**
(Fechas y Horas) (21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 26, 2019 – 7 a.m. to 7 p.m.
(26 de octubre de 2019 – 7.a.m. to 7 p.m.)
October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

**Emergency and Limited ballots available at this location only. (Boletas limitadas y de emergencia solamente están disponibles en esta caseta.)

Location. Dates. and Hours of Temporary Branch Early Voting Polling Locations
(Lugar. Fechas y Horas de las Sucursales de los Centros Temporal de Votación para la Votación Anticipada)

Mammen Family Public Library **October 21-25, 2019 –8 a.m. to 5 p.m.**
131 Bulverde Crossing (21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)
Bulverde Texas 78163 **October 26, 2019 – 7 a.m. to 7 p.m.**
(26 de octubre de 2019 – 7.a.m. to 7 p.m.)
October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

Comal County Offices - **October 21-25, 2019 –8 a.m. to 5 p.m.**
Goodwin Annex (21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)
1297 Church Hill Drive **October 26, 2019 – 7 a.m. to 7 p.m.**
New Braunfels, Texas 78130 (26 de octubre de 2019 – 7.a.m. to 7 p.m.)
October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

St. Francis by the Lake **October 21-25, 2019 –8 a.m. to 5 p.m.**
Episcopal Church (21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)
121 Spring Mountain Dr. **October 26, 2019 – 7 a.m. to 7 p.m.**
Canyon Lake, Texas 78133 (26 de octubre de 2019 – 7.a.m. to 7 p.m.)
October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

Comal County Offices - **October 21-25, 2019 –8 a.m. to 5 p.m.**
Bulverde Annex (21-25 de octubre de 2019 – 8 a.m. to 5 p.m.)
30470 Cougar Bend **October 26, 2019 – 7 a.m. to 7 p.m.**
Bulverde, Texas 78163 (26 de octubre de 2019 – 7.a.m. to 7 p.m.)

October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

Garden Ridge City Hall
9400 Municipal Parkway
Garden Ridge, Texas 78266

October 21, 22 and 24, 2019 – 8 a.m. to 4 p.m.
(21, 22, y 24 de octubre de 2019 – 8 a.m. to 4 p.m.)
October 23 and 25, 2019 – 8 a.m. to 5 p.m.
(23 y 25 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 26, 2019 – 7 a.m. to 7 p.m.
(26 de octubre de 2019 – 7 a.m. to 7 p.m.)
October 28-30, 2019 – 8 a.m. to 5 p.m.
(28-30 de octubre de 2019 – 8 a.m. to 5 p.m.)
October 31 and November 1, 2019 – 7 a.m. to 7 p.m.
(31 de octubre y 1 de noviembre de 2019 – 7 a.m. to 7 p.m.)

Applications for Ballot by Mail shall be mailed to: (Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:) Bobbie Koepp, Early Voting Clerk, 396 N. Seguin Ave., New Braunfels, Texas 78130.

Applications for Ballots by Mail must be received no later than the close of business on October, 25, 2019. (Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 25 de octubre, 2019).

Early Voting Locations for Bexar County:

(Lugares de votación temprana para el Condado de Bexar:)

JOINT CONSTITUTIONAL AMENDMENT, GENERAL, SPECIAL AND BOND ELECTIONS
NOVEMBER 5, 2019
(ELECCIÓN CONJUNTO SOBRE ENMIENDAS A LA CONSTITUCIÓN, GENERAL, ESPECIAL Y BONOS
5 DE NOVIEMBRE DE 2019)

THE HOURS OF EARLY VOTING WILL BE: (LAS HORAS Y FECHAS DE VOTACIÓN ADELANTADA SERAN:)

Mon., Oct. 21 thru Fri., Oct. 25 8:00 a.m. to 6:00 p.m.
Sat., Oct. 26, 2019 10:00 a.m. to 6:00 p.m.
Sun., Oct. 27, 2019 12:00 noon – 6:00 p.m.
Mon., Oct. 28 thru Wed., Oct. 30 8:00 a.m. to 6:00 p.m.
Thurs., Oct. 31 thru Fri., Nov. 1 8:00 a.m. to 8:00 p.m.

October 21, 2019 – November 1, 2019

SUN	MON	TUES	WED	THURS	FRI	SAT
20	21 *****	22 *****	23 *****	24 *****	25 *****	26 ***** ****
27 *****	28 *****	29 *****	30 *****	31 *****	1 *****	2
3	4	5 ELECTION DAY				

Legend: ***** Indicates dates open for early voting

Main Early Voting Location: (Localidad Principal de Votación Adelantada:)

BEXAR COUNTY ELECTION DEPARTMENT 1103 S. Frio
DEAF LINK available for the hearing impaired

In addition to the main early polling place, early voting will be conducted at the following locations: (Ademas de la localidad principal, votación adelantada se llevara a cabo en las siguiente localidades:)

*****BEXAR COUNTY JUSTICE CENTER 300 Dolorosa

BROOKHOLLOW LIBRARY.....	530 Heimer Road
CASTLE HILLS CITY HALL... (COMMUNITY ROOM).....	209 Lemonwood Dr.
CLAUDE BLACK CENTER.....	2805 East Commerce
CODY LIBRARY	11441 Vance Jackson
COLLINS GARDEN LIBRARY.....	200 North Park
CONVERSE CITY HALL.....	405 S. Seguin Rd
COPERNICUS COMMUNITY CENTER.....	5003 Lord Rd.
ENCINO BRANCH LIBRARY.....	2515 East Evans Rd
FAIR OAKS RANCH CITY HALL... (COUNCIL CHAMBERS).....	7286 Dietz Elkhorn
GREAT NORTHWEST LIBRARY.....	9050 Wellwood
HENRY A. GUERRA, JR. LIBRARY.....	7978 W Military Drive
JOHN IGO LIBRARY.....	13330 Kyle Seale Parkway
JOHNSTON LIBRARY.....	6307 Sun Valley Drive
JULIA YATES SEMMES LIBRARY @ Comanche Lookout Park	15060 Judson Road
LAS PALMAS LIBRARY	515 Castroville Road
LEON VALLEY CONFERENCE CENTER.....	6421 Evers Rd
LION’S FIELD	2809 Broadway
MAURY MAVERICK, JR. LIBRARY	8700 Mystic Park
MCCRELESS LIBRARY.....	1023 Ada Street
MEMORIAL LIBRARY.....	3222 Culebra
MISSION LIBRARY.....	3134 Roosevelt Ave.
NORTHSIDE ACTIVITY CENTER.....	7001 Culebra
OLMOS CITY HALL.....	120 El Prado W
PARMAN LIBRARY@Stone Oak.....	20735 Wilderness Oak
PRECINCT 1 SATELLITE OFFICE.....	3505 Pleasanton Rd.
PRECINCT 3 SATELLITE OFFICE.....	320 Interpark Blvd.
SCHAEFER LIBRARY.....	6322 US Hwy 87 E
SHAVANO PARK CITY HALL... (COUNCIL CHAMB).....	900 Saddletree Ct
SOMERSET ISD ADMIN BLDG.....	7791 6th St., Somerset
SOUTH PARK MALL.....	2310 S.W. Military
SOUTHSIDE ISD ADMIN. BLDG.....	1460 Martinez-Losoya Rd.
TOBIN LIBRARY @OAKWELL.....	4134 Harry Wurzbach
UNIVERSAL CITY LIBRARY.....	100 Northview Dr
WINDCREST TAKAS PARK CIVIC CENTER.....	9310 Jim Seal Dr.
WONDERLAND MALL OF THE AMERICAS @ CROSSROADS	4522 Fredericksburg

***** Early Voting will not be conducted on Saturday or Sunday after 6:00 pm or after 6:00 p.m. on weekdays at the Bexar County Justice Center.

subject to change
(*sujeto a cambio*)

For more information contact the office of the Bexar County Elections Administrator, Jacquelyn F. Callanen, at (210) 335-VOTE (8683)
(Para mas informacion comuniquese con oficina del Condado de Bexar Administrador de Elecciones, Jacquelyn F. Callanen, al telefono (210) 335-VOTE (8683)

Applications for Ballot by Mail shall be mailed to: Jacquelyn F. Callanen Elections Administrator
1103 S. Frio Ste 100, San Antonio TX 78207

La aplicación para votar en ausencia por correo deberán enviarse a: Secretaria de Votación Adelanta para el Condado de Bexar, Jacque Callanen, 1103 S. Frio, Ste. 100, San Antonio, Texas 78207-9950.

Election Day Polling Locations
Polls Open from 7:00 a.m. to 7:00 p.m.

*(Lugares de votación en el Dia de las elecciones
Encuestas Abiertas de 7:00 a.m. a 7:00 p.m.)*

Guadalupe County Election Day Vote Centers - City of Schertz:

(Centros de Voto del Día de la Elección del Condado de Guadalupe - Ciudad de Schertz:)

Any Guadalupe County registered voter can vote at any Guadalupe County Election Day Location, regardless of the precinct in which they reside.

(Votantes registrados del Condado de Guadalupe pueden votar en CUALQUIERA de las ubicaciones el dia de eleccion. Ya no es necesario votar en el precinto donde vive)

VC #1	McQueeney Lions Club , 3211 FM 78, McQueeney
VC #2	Vogel Elementary School, 16121 FM 725, Seguin
VC #3	Remarkable Healthcare, 1339 Eastwood Dr., Seguin
VC #4	Forest Hills Baptist Church, 8251 FM 1117, Seguin
VC #5	Justice of the Peace Court, Pct. 1, 2405 E. US Hwy 90, Seguin
VC #6	Kingsbury United Methodist Church, 7035 FM 2438, Kingsbury
VC #7	Staples Baptist Church, 10020 FM 621, Staples
VC #8	Maranatha Fellowship Hall, 2356 S. Hwy. 80, Luling
VC #9	TLU Alumni Student Center, Conference Rooms A/B, 1109 University St., Seguin (previously Jackson Park Student Activity Center @ TLU)
VC #10	Grace Memorial Church, 3240 FM 725, New Braunfels
VC #11	McQueeney VFW Post 9213, 275 Gallagher, McQueeney
VC #12	Columbus Club of Seguin, 1015 S. Austin Street, Seguin
VC #13	Our Lady of Guadalupe Church Annex, 730 N. Guadalupe St. Seguin
VC #14	Westside Baptist Church, 1208 N. Vaughan St., Seguin
VC #15	American Legion Hall, 618 E. Kingsbury, Seguin
VC #16	Geronimo Community Center, 280 Navarro Dr, Geronimo
VC #17	St. Joseph’s Mission, 5093 Redwood Rd., San Marcos
VC #18	The Silver Center, 510 E. Court St., Seguin
VC #19	Central Texas Technology Center, Room 118 Conf. Room, 2189 FM 758, New Braunfels
VC #20	The Cross Church, 814 N. Bauer, Seguin (previously the Seguin-Guadalupe County Former Library)
VC #21	Santa Clara City Hall, 1653 N. Santa Clara Rd., Santa Clara
VC #22	Marion Dolford Learning Center, 200 W. Schlather Lane, Cibolo
VC #23	Schertz Elections Office, 1101 Elbel Rd., Schertz
VC #24	Schertz United Methodist Church, 3460 Roy Richard Dr., Schertz
VC #25	Selma City Hall, 9375 Corporate Dr., Selma
VC #26	Crosspoint Fellowship Church, 2600 Roy Richard Drive, Schertz
VC #27	Immaculate Conception Catholic Church, 212 N. Barnett St., Marion
VC #28	Schertz Community Center, 1400 Schertz Parkway, Schertz
VC #29	Mikulski Hall, 509 Schertz Pkwy., Schertz
VC #30	Schertz Community Center North, 3501 Morning Dr., Cibolo
VC #31	St. John's Lutheran Church, 606 S. Center St., Marion
VC #32	New Berlin City Hall, 9180 FM 775, New Berlin
VC #33	Klein Road Elementary School, 2620 W. Klein Road, New Braunfels
VC #34	Cibolo Fire Station #2, 3864 Cibolo Valley Drive, Cibolo (previously Elaine Schlather Elementary School)

Election Day Polling Locations – Bexar County
Polls Open from 7:00 a.m. to 7:00 p.m.

(Lugares de votación in el dia de Elecciones - Condado de Bexar

Bexar County will be using Vote Centers for the November 5, 2019 Joint Constitutional Amendment, General, Special and Bond Elections

(ELECCIONES CONJUNTAS PARA ENMINEDAS CONSTITUCIONALES, GENERAL, ESPECIAL, Y BONOS 5 DE NOVIEMBRE DEL 2019)

Any Bexar County registered voter can vote at any Bexar County Election Day Location, regardless of the precinct in which they reside.

(Votantes registrados del Condado de Bexar pueden votar en CUALQUIERA de las ubicaciones el dia de eleccion. Ya no es necesario votar en el precinto donde vives)

	*Location	Address	CityState	Zip
VC 1	San Antonio Housing Authority	818 S. Flores	San Antonio, TX	78204
VC 2	St. Leo Catholic Church (Hall)	4423 S. Flores	San Antonio, TX	78214
VC 3	Burbank High School	1002 Edwards St.	San Antonio, TX	78204
VC 4	St. James Catholic Church	907 W. Theo Ave.	San Antonio, TX	78225
VC 5	Graebner Elementary School	530 Hoover Ave.	San Antonio, TX	78225
VC 6	John Glenn Elementary School	2385 Horal Dr.	San Antonio, TX	78227
VC 7	Adams Elementary School	135 E. Southcross	San Antonio, TX	78214
VC 8	Mission Library	3134 Roosevelt Ave	San Antonio, TX	78214
VC 9	Wright Elementary School	115 E. Huff Ave.	San Antonio, TX	78214
VC 10	Rayburn Elementary School	635 Rayburn Dr.	San Antonio, TX	78221
VC 11	Collier Elementary School	834 W. Southcross	San Antonio, TX	78211
VC 12	Pease Middle School	201 Hunt Ln.	San Antonio, TX	78245
VC 13	Dwight Middle School	2454 W. Southcross	San Antonio, TX	78211
VC 14	Brentwood Middle School	1626 W. Thompson Pl.	San Antonio, TX	78226
VC 15	Gardendale Elementary School	1731 Dahlgreen Ave.	San Antonio, TX	78237
VC 16	Ralph Langley Elementary School	14185 Bella Vista	San Antonio, TX	78253
VC 17	Johnston Library	6307 Sun Valley Dr.	San Antonio, TX	78227
VC 18	Frank Madla Elementary School	6100 Royalgate Dr.	San Antonio, TX	78242
VC 19	Five Palms Elementary School	7138 Five Palms Dr.	San Antonio, TX	78242
VC 20	Divine Providance	5667 Old Pearsall Rd	San Antoino, TX	78242
VC 21	Miguel Carrillo, Jr. Elementary School	500 Price Ave.	San Antonio, TX	78211
VC 22	Palo Alto Elementary School	1725 Palo Alto Rd	San Antonio, TX	78211
VC 23	South San Antonio High School	7535 Barlite Blvd.	San Antonio, TX	78224
VC 24	Ramirez Community Center	1011 Gillette Blvd.	San Antonio, TX	78224
VC 25	South Park Mail	2310 SW Military Dr.	San Antonio, TX	78224
VC 26	Vestal Elementary School	1111 W. Vestal Pl.	San Antonio, TX	78221
VC 27	Gillette Elementary School	625 Gillette Blvd.	San Antonio, TX	78221
VC 28	Precinct 1 Satellite Office	3505 Pleasanton Rd.	San Antonio, TX	78221
VC 29	Kingsborough Middle School	422 Ashley Rd.	San Antonio, TX	78221
VC 30	Virginia Myers Elementary School	3031 Village Pkwy	San Antonio, TX	78251
VC 31	City of Sandy Oaks Municipal Building	4451 Hickory Haven	Elmendorf, TX	78112
VC 32	Mission Del Lago Community Center	2301 Del Lago Pkwy	San Antonio, TX	78221
VC 33	Texas A&M San Antoino	One University Way	San Antonio, TX	78224
VC 34	Bob Hope Elementary School	3022 Reforma Dr.	San Antonio, TX	78211
VC 35	Somerset ISD Central Office High School or City Hall	7791 6th St.	Somerset, TX	78069
VC 36	Southwest ISD Admin Building	11914 Dragon Ln.	San Antonio, TX	78252
VC 37	Adams Hill Elementary School	9627 Adams Hill Dr.	San Antonio, TX	78245
VC 38	Ott Elementary School	100 N Grosenbacher	San Antonio, TX	78253
VC 39	Alan Shepard Middle School	5558 Ray Ellison Blvd.	San Antonio, TX	78242
VC 40	Lowell Middle School	919 Thompson Pl.	San Antonio, TX	78226
VC 41	Dr. Winn Murnin Elementary School	9019 Dugas	San Antonio, TX	78251
VC 42	Hatchett Elementary School	10700 Ingram Rd.	San Antonio, TX	78245
VC 43	Blue Skies of Texas West	5100 John D. Ryan Blvd.	San Antonio, TX	78245
VC 44	Big Country Elementary School	2250 Pue Rd.	San Antonio, TX	78245
VC 45	Lewis Elementary School	1000 Seascape	San Antonio, TX	78251
VC 46	Mary Hull Elementary School	7320 Remuda St.	San Antonio, TX	78227
VC 47	Westwood Terrace Elementary School	2315 Hackamore Lane	San Antonio, TX	78227
VC 48	Meadow Village Elementary School	1406 Meadow Way Dr.	San Antonio, TX	78227
VC 49	Henry A Guerra, Jr. Library	7978 Military Drive W	San Antonio, TX	78227
VC 50	Perales Elementary School	1507 Ceralvo St.	San Antonio, TX	78237
VC 51	Mission Academy	9210 South Presa	San Antonio, TX	78223
VC 52	Spicewood Park Elementary School	11303 Tilson Dr.	San Antonio, TX	78224

VC 53	Vale Middle School	2120 N. Ellison Dr	San Antonio, TX	78251
VC 54	Northwest Vista College	3535 N. Ellison Dr.	San Antonio, TX	78251
VC 55	Evers Elementary School	1715 Richland Hills Dr.	San Antonio, TX	78251
VC 56	Ed Cody Elementary School	10403 Dugas Dr.	San Antonio, TX	78245
VC 57	Freedom Elementary School	3845 S Loop 1604 E	San Antonio, TX	78264
VC 58	Carlos Coon Elementary School	3110 Timber View Dr.	San Antonio, TX	78251
VC 59	Southside ISD Admin Bldg (Board Room)	1460 Martinez-Losoya Rd.	San Antonio, TX	78221
VC 60	Galm Elementary School	1454 Saxon Hill	San Antonio, TX	78253
VC 61	Bobbie Behlau Elementary School	2355 Camplight Way	San Antonio, TX	78245
VC 62	Raba Elementary School	9740 Raba	San Antonio, TX	78251
VC 63	Mary Michael Elementary School	3155 Quiet Plain	San Antonio, TX	78245
VC 64	Lieck Elementary School	12600 Reid Ranch	San Antonio, TX	78245
VC 65	Mireles Elementary School	12260 Rockwall Mill	San Antonio, TX	78253
VC 66	John Hoffmann Elementary School	12118 Volunteer Parkway	San Antonio, TX	78253
VC 67	Cole Elementary School	13185 Tillman Ridge	San Antonio, TX	78253
VC 68	Bexar County Elections	1103 S Frio	San Antonio, TX	78207
VC 69	Lanier High School	1514 W. Cesar E. Chavez Blvd	San Antonio, TX	78207
VC 70	Margil Elementary School	1000 Perez St.	San Antonio, TX	78207
VC 71	Crockett Elementary School	2215 Morales St.	San Antonio, TX	78207
VC 72	Shepherd King Lutheran Church	303 W. Ramsey Rd.	San Antonio, TX	78216
VC 73	Las Palmas Library	515 Castroville Rd.	San Antonio, TX	78237
VC 74	Fenwick Elementary School	1930 Waverly Ave.	San Antonio, TX	78228
VC 75	Gus Garcia Middle School	3306 Ruiz St.	San Antonio, TX	78228
VC 76	Collins Garden Library	200 N. Park Blvd.	San Antonio, TX	78204
VC 77	Edgewood Gym	4133 Eldridge Ave.	San Antonio, TX	78237
VC 78	Wrenn Middle School	627 S. Acme Rd.	San Antonio, TX	78237
VC 79	Memorial Branch Library	3222 Culebra Rd.	San Antonio, TX	78228
VC 80	Huppertz Elementary School	247 Bangor St.	San Antonio, TX	78228
VC 81	Woodlawn Hills Elementary School	110 W. Quill Dr.	San Antonio, TX	78228
VC 82	Longfellow Middle School	1130 E. Sunshine Dr.	San Antonio, TX	78228
VC 83	Pat Neff Middle School	5227 Evers Rd.	San Antonio, TX	78228
VC 84	Joe Ward Recreation Center	435 E Sunshine Dr.	San Antonio, TX	78228
VC 85	Sarah King Elementary School	1001 Ceralvo St.	San Antonio, TX	78207
VC 86	Storm Elementary School	435 Brady Blvd	San Antonio, TX	78207
VC 87	Laurel Heights United Methodist Church	227 W. Woodlawn Ave.	San Antonio, TX	78212
VC 88	San Pedro Church of Christ	311 Jackson Keller Rd.	San Antonio, TX	78216
VC 89	Huisache Avenue Baptist Church	1339 W. Huisache Ave.	San Antonio, TX	78201
VC 90	Villarreal Elementary School	2902 White Tail Dr	San Antonio, TX	78228
VC 91	Esparza Elementary School	5700 Hemphill Dr.	San Antonio, TX	78228
VC 92	Stafford Elementary School	415 S.W. 36th St.	San Antonio, TX	78237
VC 93	Woodlawn Academy	1717 W. Magnolia Ave.	San Antonio, TX	78201
VC 94	Young Women's Leadership Academy	2123 W. Huisache Ave.	San Antonio, TX	78201
VC 95	Linton Elementary School	2103 Oakhill Rd.	San Antonio, TX	78238
VC 96	Northside Activity Center	7001 Culebra Rd.	San Antonio, TX	78238
VC 97	Powell Elementary School	6003 Thunder Dr.	San Antonio, TX	78238
VC 98	Bexar County Justice Center	300 Dolorosa	San Antonio, TX	78205
VC 99	Edison High School	701 Santa Monica Dr.	San Antonio, TX	78212
VC 100	Kenwood Community Center	305 Dora St.	San Antonio, TX	78212
VC 101	Alamo Stadium Convocation Center	110 Tuleta Dr.	San Antonio, TX	78212
VC 102	Westminster Square	1838 Basse Rd.	San Antonio, TX	78213
VC 103	Whittier Middle School	2101 Edison Dr.	San Antonio, TX	78201
VC 104	Maverick Elementary School	107 Raleigh Pl.	San Antonio, TX	78201
VC 105	Leon Valley City Hall	6400 El Verde Rd.	Leon Valley, TX	78238
VC 106	San Antonio M.U.D #1	16450 Wildlake	Helotes, TX	78023
VC 107	Dellview Elementary School	7235 Dewhurst Rd.	San Antonio, TX	78213
VC 108	Ward Elementary School	8400 Cavern Hill	San Antonio, TX	78254
VC 109	Great Northwest Library	9050 Wellwood	San Antonio, TX	78250
VC 110	Community Alliance Traffic Safety (CATS)	7719 Pipers Lane	San Antonio, TX	78251
VC 111	Barkley-Ruiz Elementary School	1111 S. Navidad St.	San Antonio, TX	78207
VC 112	Brauchle Elementary School	8555 Bowens Crossing	San Antonio, TX	78250
VC 113	West Avenue Elementary School	3915 West Ave.	San Antonio, TX	78213
VC 114	Nichols Elementary School	9560 Braun Rd.	San Antonio, TX	78254
VC 115	Jimmy Elrod Elementary School	8885 Heath Circle Dr.	San Antonio, TX	78250
VC 116	Knowlton Elementary School	9500 Timber Path	San Antonio, TX	78250
VC 117	Olmos Elementary School	1103 Allena Dr.	San Antonio, TX	78213
VC 118	Jefferson High School	723 Donaldson Ave.	San Antonio, TX	78201

VC 119	Maury Maverick, Jr. Library	8700 Mystic Park	San Antonio, TX	78254
VC 120	Westfall Branch Library	6111 Rosedale Ct.	San Antonio, TX	78201
VC 121	Carson Elementary School	8151 Old Tezel Rd.	San Antonio, TX	78250
VC 122	Timberhill Villa Retirement Center	5050 Timberhill	San Antonio, TX	78238
VC 123	Trinity United Methodist Church	6800 Wurzbach Rd.	San Antonio, TX	78240
VC 124	Burke Elementary School	10111 Terra Oak	San Antonio, TX	78250
VC 125	Kuentz Elementary School	12303 Leslie Rd.	Helotes, TX	78023
VC 126	Fernandez Elementary School	6845 Ridgebrook St.	San Antonio, TX	78250
VC 127	Ogden Elementary School	2215 Leal St.	San Antonio, TX	78207
VC 128	Fields Elementary School	9570 FM 1560	San Antonio, TX	78254
VC 129	Coke Stevenson Middle School	8403 Tezel Rd.	San Antonio, TX	78254
VC 130	Wonderland of the Americas	4522 Fredericksburg Rd	San Antonio, TX	78201
VC 131	Leon Valley Elementary School	7111 Huebner Rd.	San Antonio, TX	78240
VC 132	Dr. Pat Henderson Elementary School	14605 Kallison Bend	San Antonio, TX	78254
VC 133	Northwest Church of Christ	9681 W. Loop 1604 N. 12280 Silver Pointe (at Stillwater Pkwy)	San Antonio, TX	78254
VC 134	Scarborough Elementary School			
VC 135	Northwest Crossing Elementary School	10255 Dover Rdg.	San Antonio, TX	78250
VC 136	Dean H. Krueger Elementary School	9900 Wildhorse Parkway	San Antonio, TX	78254
VC 137	Ridgeview Elementary School	8223 McCullough Ave.	San Antonio, TX	78216
VC 138	Connally Middle School	8661 Silent Sunrise	San Antonio, TX	78250
VC 139	Mead Elementary School	3803 Midhorizon Dr.	San Antonio, TX	78229
VC 140	Health Careers High School	4646 Hamilton Wolfe Rd.	San Antonio, TX	78229
VC 141	Las Lomas Elementary School	20303 Hardy Oak Blvd	San Antonio, TX	78258
VC 142	Leon Valley Conference Center	6427 Evers Rd.	San Antonio, TX	78238
VC 143	John Marshall High School	8000 Lobo Ln.	San Antonio, TX	78240
VC 144	Roan Forest Elementary School	22710 Roan Park	San Antonio, TX	78259
VC 145	Encino Library	2515 E. Evans Rd	San Antonio, TX	78259
VC 146	Colonial Hills United Methodist Church	5247 Vance Jackson	San Antonio, TX	78230
VC 147	Colonies North Elementary School	9915 Northampton	San Antonio, TX	78230
VC 148	Fair Oaks Ranch City Hall	7286 Dietz Elkhorn Rd.	Fair Oaks Ranch, TX	78015
VC 149	Olmos Park City Hall	120 El Prado Dr. W	Olmos Park, TX	78212
VC 150	Terrell Hills City Hall	5100 N. New Braunfels	Terrell Hills, TX	78209
VC 151	Rudder Middle School	6558 Horn Blvd.	San Antonio, TX	78240
VC 152	Alamo Heights City Hall	6116 Broadway St.	San Antonio, TX	78209
VC 153	Alzafar Shrine Auditorium	901 N Loop 1604 W	San Antonio, TX	78232
VC 154	Carnahan Elementary School	6839 Babcock	San Antonio, TX	78249
VC 155	Scobee Elementary School	11223 Cedar Park	San Antonio, TX	78249
VC 156	M. H. Specht Elementary School	25815 Overlook Pkwy	San Antonio, TX	78260
VC 157	Lopez Middle School	23103 Hardy Oak Blvd.	San Antonio, TX	78258
VC 158	Woodridge Elementary School	100 Woodridge	San Antonio, TX	78209
VC 159	Grey Forest Community Center	18249 Sherwood Trail	Grey Forest, TX	78023
VC 160	Barbara Bush Middle School	1500 Evans Rd.	San Antonio, TX	78258
VC 161	Alamo Heights United Methodist Church	825 E. Basse	San Antonio, TX	78209
VC 162	Healing Place Church	28703 IH 10 W	Boerne, TX	78006
VC 163	Clark High School	5150 De Zavala Rd.	San Antonio, TX	78249
VC 164	Ed Rawlinson Middle School	14100 Vance Jackson	San Antonio, TX	78249
VC 165	Grace Bible Chapel	18911 Redland Rd.	San Antonio, TX	78259
VC 166	Regency Place Elementary School	2635 MacArthur View	San Antonio, TX	78217
VC 167	Precinct 3 Satellite Office	320 Interpark Blvd	San Antonio, TX	78216
VC 168	Harmony Hills Elementary School	10727 Memory Lane	San Antonio, TX	78216
VC 169	Castle Hills City Hall	209 Lemonwood	Castle Hills, TX	78213
VC 170	Larkspur Elementary School	1802 Larkspur	San Antonio, TX	78213
VC 171	Adante Independent Living	2702 Cembalo Blvd.	San Antonio, TX	78230
VC 172	Hunters Creek Racquet Club	3630 Hunters Circle St.	San Antonio, TX	78230
VC 173	Cody Library	11441 Vance Jackson Rd.	San Antonio, TX	78230
VC 174	Woods of Shavano Community Club	13838 Parksite Woods St.	San Antonio, TX	78249
VC 175	Shavano Park City Hall	900 Saddletree Ct.	Shavano Park, TX	78231
VC 176	Brookhollow Library	530 Heimer Rd.	San Antonio, TX	78232
VC 177	Wetmore Elementary School	3250 Thousand Oaks	San Antonio, TX	78247
VC 178	St. Mark's the Evangelist Catholic Church	16316 San Pedro	San Antonio, TX	78232
VC 179	Oak Meadow Elementary School	2800 Hunters Green	San Antonio, TX	78231
VC 180	Bulverde Creek Elementary School	3839 Canyon Parkway	San Antonio, TX	78259
VC 181	Timberwood Park Elementary School	26715 S. Glenrose	San Antonio, TX	78260
VC 182	Thousand Oaks Elementary School	16080 Henderson Pass	San Antonio, TX	78232
VC 183	Hill Country Village City Hall	116 Aspen Lane	Hill Country Village, TX	78232

VC 184	Hollywood Park City Hall	2 Mecca Dr.	Hollywood Park, TX	78232
VC 185	Vineyard Ranch Elementary School	16818 Huebner Rd.	San Antonio, TX	78258
VC 186	Leon Springs Elementary School	23881 IH 10 W	San Antonio, TX	78257
VC 187	Monroe S. May Elementary School	15707 Chase Hill Blvd.	San Antonio, TX	78256
VC 188	Bob Beard Elementary School	8725 Sonoma Parkway	Helotes, TX	78023
VC 189	Steubing Ranch Elementary School	5100 Knoll Creek	San Antonio, TX	78247
VC 190	Faith Lutheran Church	14819 Jones Maltsberger Rd.	San Antonio, TX	78247
VC 191	Semmes Library	15060 Judson Rd.	San Antonio, TX	78247
VC 192	Helotes Elementary School	13878 Riggs Rd.	Helotes, TX	78023
VC 193	Rhodes Elementary School	5714 North Knoll	San Antonio, TX	78240
VC 194	Redland Oaks Elementary School	16650 Red Land Rd.	San Antonio, TX	78247
VC 195	Longs Creek Elementary School	15806 O'Connor Rd.	San Antonio, TX	78247
VC 196	Oak Hills Terrace Elementary School	5710 Cary Grant Dr.	San Antonio, TX	78240
VC 197	Hartman Center II - Building One	1202 W. Bitters Bldg 1	San Antonio, TX	78216
VC 198	Hardy Oak Elementary School	22900 Hardy Oak Blvd	San Antonio, TX	78258
VC 199	Tuscany Heights Elementary School	25001 Wilderness Oak	San Antonio, TX	78258
VC 200	Cibolo Green Elementary School	24315 Bulverde Green	San Antonio, TX	78261
VC 201	First Chinese Baptist Church	5481 Prue Rd.	San Antonio, TX	78240
VC 202	Thornton Elementary School	6450 Pembroke	San Antonio, TX	78240
VC 203	UTSA	1 UTSA Circle	San Antonio, TX	78249
VC 204	Blossom Athletic Center	12002 Jones Maltsberger Rd.	San Antonio, TX	78216
VC 205	Ellison Elementary School	7132 Oak Dr.	San Antonio, TX	78256
VC 206	McDermott Elementary School	5111 USAA Blvd.	San Antonio, TX	78240
VC 207	Church of Reconciliation-Episcopal	8900 Starcrest	San Antonio, TX	78217
VC 208	Churchill High School	12049 Blanco Rd.	San Antonio, TX	78216
VC 209	Carl Wanke Elementary School	10419 Old Prue Rd.	San Antonio, TX	78249
VC 210	Stone Oak Elementary School	21045 Crescent Oaks	San Antonio, TX	78258
VC 211	Tejeda Middle School	2909 E. Evans Rd	San Antonio, TX	78259
VC 212	Murray E. Boone Elementary School	6614 Spring Time Dr	San Antonio, TX	78249
VC 213	Aue Elementary School	24750 Baywater Stage	San Antonio, TX	78255
VC 214	Parman Library	20735 Wilderness Oak	San Antonio, TX	78258
VC 215	Huebner Elementary School	16311 Huebner Rd.	San Antonio, TX	78249
VC 216	Tex Hill Middle School	21314 Bulverde Rd.	San Antonio, TX	78259
VC 217	Dr. Hector P. Garcia Middle School	14900 Kyle Seale Parkway	San Antonio, TX	78255
VC 218	John Igo Library	13330 Kyle Seale Parkway	San Antonio, TX	78249
VC 219	Indian Springs Elementary School	25751 Wilderness Oak	San Antonio, TX	78261
VC 220	Lions Field	2809 Broadway St.	San Antonio, TX	78209
VC 221	San Antonio Central Library	600 Soledad	San Antonio, TX	78205
VC 222	Davis Scott YMCA	1213 Iowa St.	San Antonio, TX	78203
VC 223	Bowden Elementary School	515 Willow St.	San Antonio, TX	78202
VC 224	Young Men's Leadership Academy at Wheatley	415 Gabriel	San Antonio, TX	78202
VC 225	Claude Black Center	2805 E. Commerce	San Antonio, TX	78202
VC 226	Beacon Hill Elementary School	1411 W. Ashby Pl.	San Antonio, TX	78201
VC 227	Japhet Elementary School	314 Astor	San Antonio, TX	78210
VC 228	SAC ECO Centro	1802 N. Main Ave.	San Antonio, TX	78212
VC 229	Foster Academy	6718 Pecan Valley	San Antonio, TX	78223
VC 230	Clear Spring Elementary School	4311 Clear Spring	San Antonio, TX	78217
VC 231	Rogers Middle School	314 Galway Dr.	San Antonio, TX	78223
VC 232	Kate Schenck Elementary School	101 Kate Schenck	San Antonio, TX	78233
VC 233	McCreless Library	1023 Ada	San Antonio, TX	78223
VC 234	James Bode Recreation Center	900 Rigsby	San Antonio, TX	78210
VC 235	Smith Elementary School	823 S. Gevers	San Antonio, TX	78203
VC 236	Highland Hills Elementary School	734 Glamis Ave.	San Antonio, TX	78223
VC 237	Pecan Valley Elementary School	3966 E. Southcross	San Antonio, TX	78222
VC 238	Hirsch Elementary School	4826 Seabreeze Dr.	San Antonio, TX	78220
VC 239	Mount Calvary Lutheran Church	308 Mount Calvary Dr.	San Antonio, TX	78209
VC 240	M. L. King Academy	3501 Martin Luther King	San Antonio, TX	78220
VC 241	Cameron Elementary School	3635 Belgium Lane	San Antonio, TX	78219
VC 242	Wilshire Elementary School	6523 Cascade Pl.	San Antonio, TX	78218
VC 243	E. Terrell Hills Elementary School	4415 Bloomdale	San Antonio, TX	78218
VC 244	Tobin Library @ Oakwell	4134 Harry Wurzbach	San Antonio, TX	78209
VC 245	Krueger Middle School	438 Lanark Dr.	San Antonio, TX	78218
VC 246	Riverside Park Elementary School	202 School St.	San Antonio, TX	78210
VC 247	Ed White Middle School	7800 Midcrown Dr.	San Antonio, TX	78218
VC 248	Windcrest Takas Park	9310 Jim Seal Dr.	Windcrest, TX	78239
VC 249	Royal Ridge Elementary School	5933 Royal Ridge Dr.	San Antonio, TX	78239

VC 250	Judson ISD ERC	8205 Palisades Dr	Live Oak, TX	78233
VC 251	Rosewood Rehabilitation & Care Center	7700 Mesquite Pass	Converse, TX	78109
VC 252	Montgomery Elementary School	7047 Montgomery Dr.	San Antonio, TX	78239
VC 253	Kirby City Hall	112 Bauman St.	Kirby, TX	78219
VC 254	Woodlake Elementary School	5501 Lake Bend East	San Antonio, TX	78244
VC 255	Converse City Hall Conference Room #1	405 South Seguin	Converse, TX	78109
VC 256	China Grove City Hall	2412 FM 1516 S.	China Grove, TX	78263
VC 257	St. Hedwig City Hall	13065 FM - 1346	St. Hedwig, TX	78152
VC 258	East Central High School	7173 FM 1628	San Antonio, TX	78263
VC 259	Harmony Elementary School	10625 Green Lake Dr.	San Antonio, TX	78223
VC 260	Elmendorf City Hall	8304 FM 327	Elmendorf, TX	78112
VC 261	Park Village Elementary School	5855 Midcrown	San Antonio, TX	78218
VC 262	Schaefer Library	6322 US Hwy. 87 E.	San Antonio, TX	78222
VC 263	Coronado Village Elementary School	213 Amistad Blvd	Universal City, TX	78148
VC 264	Sam Houston High School	4635 E. Houston	San Antonio, TX	78220
VC 265	Spring Meadows Elementary School	7135 Elm Trail Dr.	San Antonio, TX	78244
VC 266	Kitty Hawk Middle School	840 Old Cimarron Trl.	Universal City, TX	78148
VC 267	Miller's Point Elementary School	7027 Misty Ridge	Converse, TX	78109
VC 268	El Dorado Elementary School	12634 El Sendero	San Antonio, TX	78233
VC 269	Thousand Oaks El Sendero Library	4618 Thousand Oaks	San Antonio, TX	78233
VC 270	Woodstone Elementary School	5602 Fountainwood	San Antonio, TX	78233
VC 271	Lamar Elementary School	201 Parland	San Antonio, TX	78209
VC 272	Copernicus Comm Center	5003 Lord Rd	San Antonio, TX	78220
VC 273	Ball Academy	343 Koehler Court	San Antonio, TX	78223
VC 274	Ray D Corbett Jr High School(SCUC)	12000 Ray Corbett Dr	Schertz, TX	78154
VC 275	Judson Middle School	9695 Schaefer Rd.	Converse, TX	78109
VC 276	Metzger Middle School	7475 Binz-Engleman Rd.	San Antonio, TX	78244
VC 277	Cotton Elementary School	1616 Blanco Rd.	San Antonio, TX	78212
VC 278	Candlewood Elementary School	3635 Candleglen	San Antonio, TX	78244
VC 279	Paschall Elementary School	6351 Lake View Dr.	San Antonio, TX	78244
VC 280	Olympia Elementary School	8439 Athenian	Universal City, TX	78148
VC 281	Northern Hills Elementary School	13901 Higgins Rd.	San Antonio, TX	78217
VC 282	Stahl Elementary School	5222 Stahl Rd.	San Antonio, TX	78247
VC 283	Universal City Library	100 Northview Dr.	Universal City, TX	78148
VC 284	Elolf Elementary School	6335 Beech Trail Dr.	Converse, TX	78109

Subject to change
(sujeto a cambio)

For more information contact the office of the Bexar County Elections Administrator, Jacquelyn F. Callanen, at (210) 335-VOTE (8683)
(Para mas informacion comuniquese con oficina del Condado de Bexar Administrador de Elecciones, Jacquelyn F. Callanen, al telefono (210) 335-VOTE (8683))

COMAL COUNTY, TEXAS
2019 CONSTITUTIONAL AMENDMENT ELECTION and
CITY OF SCHERTZ GENERAL/SPECIAL ELECTIONS
(ELECCIÓN DE ENMIENDAS CONSTITUCIONAL DE 2019 EN EL CONDADO DE COMAL, TEXAS Y
CIUDAD DE SCHERTZ ELECCIONES GENERALES / ESPECIALES)

ELECTION DAY POLLING LOCATIONS
(DÍA DE LA ELECCIÓN LUGARES DE VOTACIÓN)
Election Day: November 5, 2019
(Día de la Elección: 5 de noviembre de 2019)
Election Day Polling Locations Open from 7:00 a.m. to 7:00 p.m.
(El Día de la Elección los lugares de votación estarán abiertos desde las 7 a.m. hasta las 7 p.m.)

Comal County will be using Vote Centers for the November 5, 2019 General and Special Elections. Any Comal County registered voter may vote at any Comal County Election Day Location, regardless of the precinct in which he/she resides.
(El Condado de Comal utilizará los Centros de votación para las elecciones generales y especiales del 5 de noviembre de 2019. Cualquier votante registrado en el Condado de Comal puede votar en cualquier Lugar del Día de Elección del Condado de Comal, independientemente del recinto en el que reside.)

VOTE CENTER (CENTRO DE VOTACIÓN)	POLLING PLACE (LUGAR DE VOTACIÓN)	ADDRESS (DIRECCIÓN)	CITY (CIUDAD)
VC #1	Comal County Senior Citizens Center	655 Landa	New Braunfels
VC #2	Christ Our King Anglican Church	115 Kings Way	New Braunfels
VC #3	Vintage Oaks Amenity Center	1250 Via Principale	New Braunfels
VC #4	Westside Community Center	2932 S. IH 35	New Braunfels
VC #5	Mammen Family Public Library	131 Bulverde Crossing	Bulverde
VC #6	Jay F. Feibelman Garden Ridge Community Center	9500 Municipal Parkway	Garden Ridge
VC #7	Bulverde/Spring Branch Fire & EMS @Johnson Ranch	30475 Johnson Way	Bulverde
VC #8	Comal County Courthouse	100 Main Plaza, Room 101	New Braunfels
VC #9	Comal County Offices, Goodwin Annex	1297 Church Hill Dr.	New Braunfels
VC #10	Tye Preston Library	16311 South Access Rd.	Canyon Lake
VC #11	North Shore United Methodist Church	23880 N. Cranes Mill Rd.	Canyon Lake
VC #12	Christ Presbyterian Church	1620 Common Street	New Braunfels
VC #13	Rebecca Creek Baptist Church	11755 Highway 281 N	Spring Branch

Brenda Dennis
Brenda Dennis, City Secretary