



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
December 3, 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, DECEMBER 3, 2019 at 6:00 p.m.

"HOLIDAY TREE LIGHTING CEREMONY"
TO OCCUR BEFORE THE COUNCIL MEETING
6:00 P.M.

Call to order

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

Oath of Office

- Re-elected officer - oath of office. (B. Dennis)
- Certificate of election - Presentation of Certificate of Election. (Mayor/B. Dennis)

Presentations

- Presentation of awards regarding the SCUCISD Annual Art and Essay contest winners. (B. James/C. Allen/E. Strong)
- Introduction of the Student Mayors and Student Councilmembers for the Day. (Mayor Gutierrez/B. Dennis)
- Presentation - Placement of Michael Carpenter's official photo in the Council Chambers - (Mayor Gutierrez/B. Dennis/Michael Carpenter)

Employee Recognition

- Recognition of Regina Gutierrez, Library Clerk II, for 20 years of service to the City. (M. Browne)

New Employee Recognition

- EMS - Ashley Dwight, Michael Reed and Ryan Wilson - Paramedics
- Fleet Services - Daniel Cole - Fleet Mechanic I
- Police Department - Jason Briseno - Police Officer
- Public Works - Drainage - Armando Casares, Drainage Worker I

City Events and Announcements

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

Hearing of Residents

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

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

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

Consent Agenda Items

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

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of the regular meeting of November 12, 2019 and the minutes of the special meeting of November 18, 2019. (B. Dennis)
2. **Appointments and Resignations to the various City Boards, Commissions and Committees** - Consideration and/or action accepting the resignation from Ms. Julie Smith from the Library Advisory Board and appointing Ms. Lauren Garrott from an Alternate member to regular member of the Planning and Zoning Commission. (B. Dennis/Interview Committee/Council)
3. **Resolution No. 19-R-157** - Consideration and/or action approving a Resolution authorizing and approving the Building and Standards Commission By-Laws. (B. James/L. Wood/E. Delgado)

4. **Resolution No. 19-R-160** - Consideration and/or action to approve a Resolution by the City Council of the City of Schertz authorizing purchases in an amount not to exceed \$80,000.00 with Southwest Public Safety. (C. Kelm/M. Casas)
5. **Resolution No. 19-R-154** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing and approving a service contract with Environmental Lighting Service and Levy Company for on-call street lighting maintenance, repair and other related matters. (C. Kelm/S. Williams/D. Letbetter)
6. **Resolution No. 19-R-162**- Consideration and/or action approving a Resolution authorizing the City of Schertz to enter into Service Agreements with C3 Enviromental and RL Rhode General Contracting for on-call concrete repair, replacement, and related matters. (C. Kelm/S. Williams/D. Letbetter)
7. **Resolution No. 19-R-156** - Consideration and/or action approving a Resolution authorizing the City Manager to enter into an agreement with Siddons-Martin Emergency Group for the purchase of one (1) new ambulance and associated equipment. (C. Kelm/J. Mabbitt)
8. **Resolution No. 19-R-163** - Consideration and/or action to approve the appointment of Dudley Wait to the Board of Directors Place D-1 and Tim Clark to the Board of Directors Place D-2 of the Schertz Seguin Local Government Corporation, and other matters in connection therewith. (C. Kelm/A. Beard)
9. **Resolution No. 19-R-159** - Consideration and/or action approving a Resolution authorizing a request for a Schertz Main Street Area Historic Preservation Grant for 802 Main Street. (B. James)

Discussion and Action Items

10. **Resolution No. 19-R-136** - Consideration and/or action approving a Resolution for the semi-annual report with respect to the progress of the Capital Improvements Plan, and other matters in connection therewith. (B. James/J. Walters)
11. **Ordinance No. 19-T-29** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the FY 2019-20 Budget to encumber unused funds from FY 2018-19, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. (M. Browne/J. Walters) ***First reading.***

Workshop

12. **Resolution 19-R-166** - Vacation Leave - Workshop presentation, discussion and possible action on Resolution 19-R-166 approving an Employee Policy related to Vacation Leave. (C. Kelm/J. Kurz)

13. Presentation on City Owned Properties in Freeway Manor and Proposal for Future Property Acquisition. (B. James)
14. Status of Vehicle Fleet. (C. Kelm)

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

Information available in City Council Packets - NO DISCUSSION TO OCCUR

15. American Society of Radiologic Technologists Grant Award. (B. James/M. Uhlhorn)
16. Correction on the Water Meter Update Workshop. (B. James/J. Walters)
17. Monthly update on major projects in progress/CIP. (B. James/K. Woodlee)
18. Information on Board/Commission Overview. (B. James)

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 27TH DAY OF NOVEMBER 2019 AT 10:45 A.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 Gutierrez Main Street Committee	Councilmember Scagliola – Place 5 Interview Committee for Boards and Commissions - 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 Scott – Place 2
Councilmember Larson – Place 3 Main Street Committee – Vice Chair	Councilmember Dahle – Place 4
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: December 3, 2019
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of the regular meeting of November 12, 2019 and the minutes of the special meeting of November 18, 2019. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on November 12, 2019 and a Special City Council meeting on November 18, 2019.

RECOMMENDATION

Recommend Approval.

Attachments

11-18 Draft Minutes
11-12-2019 Draft Minutes

DRAFT

MINUTES REGULAR MEETING November 18, 2019

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on November 18, 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; Councilmember Rosemary Scott; Councilmember Michael Dahle

City: City Manager Dr. Mark Browne; Assistant City Manager Brian James;
Staff: Assistant City Manager Charles Kelm; City Attorney Habib Erkan; Assistant to the City Manager Sarah Gonzalez; City Secretary Brenda Dennis; Deputy City Secretary Gayle Wilkinson

Call to Order – City Council Regular Session

Mayor Carpenter called the regular meeting to order at 6:04 p.m. Mayor Carpenter recognized the community dignitaries, Mayor's from neighboring cities, Councilmembers, Commissioners, SCUCISD Board Trustees and others. All in attendance stood to be recognized.

Call to Order

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

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

Hearing of Residents

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Mayor Carpenter recognized the following residents:

- Adeline Mitchell, 3913 Ogelthorpe Circle, who provided gift baskets to outgoing Mayor Carpenter and incoming Mayor Gutierrez, thanking them for their service.
- Ferando Heyward, 2628 Hansel Heights, who welcomed the newly elected Councilmembers stating be prepared, do well and carry the will of the residents. He provided words to the departing Mayor and Councilmembers thanking them for putting forth their time and doing the business for the City for so many years.
- SCUCISD Board Trustee Members Robert Westbrook, Gary Inmon and Gerald Perkins who thanked Councilmember Edwards and Mayor Carpenter for their work, dedication and leadership over the past years working with them. The Board of Trustees read and presented a letter to Honorable Mayor Carpenter thanking him for his years of service as a Councilmember and as Mayor for the City.

Discussion and Action Items

1. **Resolution No. 19-R-158** - Consideration and/or action approving a Resolution canvassing the returns and declaring the results of the November 5, 2019, General Election and Special Election; and other matters in connection therewith. (Mayor/B. Dennis)

Mayor Carpenter recognized City Secretary Brenda Dennis who provided the information results of the November 5, 2019 General and Special Election.

Moved by Mayor Michael Carpenter, seconded by Councilmember Cedric Edwards To approve Resolution No. 19-R-158.

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

Passed

Roll Call Vote Confirmation

Mayor Carpenter recognized Deputy City Secretary Gayle Wilkinson who provided the roll call vote confirmation.

2. **Award Recognition** - Award recognition to Councilmember Cedric Edwards. (M. Carpenter/M. Browne/B. Dennis)

Mayor Carpenter and City Secretary Brenda Dennis thanked Councilmember Edwards for his many years of loyal and dedicated service. On behalf of the City, Councilmember Edwards was presented the City of Schertz Flag and an award for his 10 years of service serving the City and flowers for his Spouse Mary.

Mayor Carpenter recognized Councilmember Edwards who came forward providing his comments and outgoing remarks. Councilmember Edwards received a standing ovation from the audience in attendance.

3. **Mayor Carpenter's Farewell Address** - Mayor Carpenter will provide his farewell address.

Mayor Carpenter provided his farewell address to the Council, staff and citizens. Those in attendance stood and recognized him with a standing ovation.

4. **Award Recognition** - Award recognition to Mayor Michael Carpenter. (M. Browne/B. Dennis)

City Manager Dr. Mark Browne and City Secretary Brenda Dennis provided Mayor Carpenter on behalf of the City, a City of Schertz Flag, a street sign with his name on it and an engraved Boston Rocker. City Secretary Brenda Dennis provided flowers to Missy Carpenter thanking and recognizing her support and dedication.

Mayor Carpenter thanked everyone for allowing him to serve stating "it has been an honor, privilege and a blessing."

5. Oath of Office - (B. Dennis)

- Newly and Re-Elected Officers - Oath of Office. (B. Dennis)
- Certificates of Election - Presentation of Certificate of Election. (Mayor Carpenter/B. Dennis)

City Secretary Brenda Dennis provided the Oath of Office to newly elected Councilmembers Rosemary Scott and Michael Dahle. Ms. Dennis provided the Oath of Office to newly elected Mayor, Ralph Gutierrez. Each Spouse of the newly elected members were asked to come forward and placed the name tags on the dais.

Mayor Carpenter provided each newly elected Official with their Certificate of Election.

6. Changing of the Gavel Event - Mayor Carpenter will officially pass the gavel off to newly elected Mayor Gutierrez. (M. Carpenter)

Mayor Carpenter presented the gavel to newly elected Mayor Ralph Gutierrez. Mayor Gutierrez now presided over the rest of the meeting.

7. Newly elected and Re-elected Officials Remarks - Remarks by newly and re-elected. (R. Gutierrez/M. Davis/R. Scott/M. Dahle)

Mayor Gutierrez stated that re-elected Councilmember Mark Davis was unable to attend this evening due to being out of town, but will be sworn in at the December 3, 2019 meeting.

Mayor Gutierrez recognized newly elected Councilmembers Rosemary Scott and Michael Dahle who provided their comments thanking all those that supported them. Mayor Gutierrez also provided his comments and thanks to all who helped and supporting him.

Mayor Gutierrez recessed the meeting at 7:00 p.m., inviting those in attendance to join them in the City Council Chambers Conference Room for refreshments and cake.

Mayor Gutierrez reconvened the meeting at 7:35 p.m.

CLOSED SESSION

Mayor Gutierrez recessed the meeting at 7:35 p.m. into Closed Session under the following section.

8. City Council will meet in closed session under section 551.071 of the Texas Government Consultation with the City Attorney regarding litigation between the City of Schertz and Green Valley Special Utility District, the United States Department of Agriculture, and the Rural Utilities Service, including the cases styled:

- City of Schertz v. United States Department of Agriculture, Civil Action No. 1:18-CV-1112-RP in the United States District Court for the Western District of Texas, Austin Division;
- Green Valley Special Utility District v. Walker, No. 18-51092 in the United States Court of Appeals for the Fifth Circuit; and
- City of Schertz, et al. v. Texas Commission on Environmental Quality, Cause No. D-1-GN-18-006040 in the District Court for the 98th Judicial District of Travis County, Texas"

Reconvene into regular session

Mayor Gutierrez reconvened into regular session at 8:35 p.m

- 8A. Take any action based on discussions held in closed session under Agenda Item 8.

No action was taken.

Roll Call Vote Confirmation

No roll call as Council took no action on item 8A.

Adjournment

Mayor Gutierrez adjourned the meeting at 8:35 p.m.

ATTEST:

Ralph Gutierrez, Mayor

Brenda Dennis, City Secretary

DRAFT

MINUTES REGULAR MEETING November 12, 2019

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on November 12, 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; Assistant to the City Manager Sarah Gonzalez; City Attorney Daniel Santee; 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 Edwards)

Employee Recognition

- Fleet Services - Daniel Cole, Fleet Mechanic I. (C. Kelm)

Not present for recognition.

- Human Resources - Mercedes Gutierrez, HR Administrative Assistant. (J. Kruz)

Human Resources & Purchasing Director Jessica Kurz introduced Mercedes Gutierrez, HG Administrative Assistant and gave a brief bio.

- Police Department - Misty Johnson, Records Specialist, Karen Canales, Communications Officer. (K. Kallies)

Lieutenant Kelly Kallies introduced Misty Johnson, Records Specialist and Karen Canales, Communication Officer and gave a brief bio of each.

- Public Works - Suzanne Williams, Public Works Director. (C. Kelm)

Assistant City Manager Charles Kelm introduced Public Works Director Suzanne Williams and gave a brief bio.

- Public Works - Coyle French & Luis Flores, Street Worker I. (D. Letbetter)

Public Works Manager Doug Letbetter introduced Street Workers I Coyle French and Luis Flores and gave a brief bio for each.

- Events Facilities - Larry Deveney - P/T Event Attendant. (S. Gonzalez/E. Matlock)

Civic Center Manager Erin Matlock introduced Event Attendant Larry Deveney and gave a brief bio.

Before moving forward, Mayor Carpenter recognized Guadalupe County Tax Assessor Collector the Honorable Daryl John and thanked him for his presence.

City Events and Announcements

Mayor Carpenter recognized Daryl John, Tax Assessor Collector with Guadalupe County who was in the audience this evening.

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

Assistant City Manager Brian James made the following announcements:

Schertz Police Department Blue Santa Program Donation & Applications Collection boxes can be found at locations throughout the community. Schertz Police Department is asking for donations of new toys and wrapping paper. The Blue Santa Program was created to help bring holiday happiness to families and children in Schertz. Applications for those individuals requesting assistance is available now through Monday, December 2. Applications can be found at Schertz.com. Contact 210-619-1200 for more information.

Thursday, November 14

Northeast Partnership Meeting 11:30 am

Olympia Hills Golf and Conference Center

Monday, November 18

Special Council Meeting

City Council Chambers 6:00 pm

To conduct canvass of the November 5, 2019, General & Special Election, swearing in ceremonies and recognition of outgoing members of Council.

Tuesday, November 19

Chamber Luncheon 11:30 am
Schertz Civic Center

Tuesday, November 26
City Council Chambers 6:00 pm

Thursday and Friday, November 28 and 29
City Offices will be closed for Thanksgiving

Tuesday, December 3
Next regular City Council Meeting
City Council Chambers 6:00 pm
The annual tree lighting ceremony will begin after calling to order in front of Building 1

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

City Manager Dr. Browne thanked Fire Chief Kade Long and his staff for the opening ceremony they provided for the new Fire Station #3. He also thanked Public Affairs Communications Manager Devan Flores for her great work and the Schertz High School Band for participating.

City Manager Dr. Browne thanked the Chamber and the Military Affairs Committee for their Veterans Day Ceremony and commented on how well the event was executed.

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

Mayor Carpenter thanked all those involved in the recent city election and thanked the candidates for their level of professionalism.

Hearing of Residents

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registered.

Mayor Carpenter recognized the following residents:

Richard Elder - 4317 Willow Oak - Mr. Elder stated his participation with the My Water Advisor Site available to the residents of Schertz and offered to put together a presentation, as a citizen, using the My Water Advisor Site system for Council. Mr. Elder offered his continued service in reference to the water and telecom systems.

Michael Paul - 9123 Easy Street - Presented to Council a registration for a permit from the Secretary of State of the State of Texas. This permit is issued annually to the Community Emergency Response Team that provides them the authorization to solicit for contributions as a non-profit organization.

Michelle Womak - 2944 Mineral Springs - Expressed her concern about being able to e-mail Council with any concern she may have and have confidence that Council will use discretion and exercise good ethics with the information she entrusts with them. Ms. Womak further discussed her particular e-mail with Council, the details of how it was handled and her displeasure with the situation. Ms. Womak asked Council, in the future, to consider what you a putting in your e-mails and how they will impact everyone in our community.

Rosemary Scott - 3576 Olde Moss - Expressed her gratitude for the citizens who voted for her and for the City of Schertz. She promised to always do her best with compassion, honesty and integrity.

Consent Agenda Items

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

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of October 22, 2019. (B. Dennis)
2. **Resolution No. 19-R-147** - Consideration and/or action approving a Resolution authorizing expenditures totaling no more than \$125,000.00 with Hydropro Solutions for the purchase of water meters during the 2019-2020 fiscal year. (C. Kelm/J. Hooks)

3. **Boards, Commissions and Committee Member Resignations -**
Consideration and/or action accepting the resignation from Mr. Michael Dahle from the Planning and Zoning Commission and the resignations of Mr. Lou Foehrkolb and Judith Lynn Foehrkolb from the Schertz Historical Preservation Committee. (Mayor/Council/B. Dennis)
4. **Resolution No. 19-R-149 -** Consideration and/or action approving a Resolution authorizing the City Manager to enter into an agreement for the purchase of one (1) Animal Services Truck as part of the 2019-2020 vehicle acquisition plan. (C. Kelm/M. Bane)
5. **Cancellation of the December 24, 2019, Council Meeting -** Consideration and/or action canceling the December 24, 2019, City Council meeting due to Christmas Eve. (M. Browne/B. Dennis)
6. **Ordinance No. 19-S-27 -** Consideration and/or action regarding approval of an Ordinance on a request to rezone approximately 27 acres of land from General Business District (GB) and Manufacturing Light District (M-1) to Planned Development District (PDD), located at 17975 IH-35, City of Schertz, Guadalupe County, Texas (B. James, L. Wood, N. Koplyay) ***Final Reading***

Moved by Councilmember Cedric Edwards, seconded by Councilmember Mark Davis to approve consent agenda items 1-6.

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

Passed

Discussion and Action Items

The following was read into record:

7. **Resolution No. 19-R-150 -** Consideration and/or action approving a Resolution authorizing a contract with D & S Concrete Contractors relating to Schedule I of the 2018 Street Preservation and Maintenance/Rehabilitation Project and authorizing the budget expenditures for the project and rejecting all bids for Schedules II and III of the project. (B. James/K. Woodlee/J. Nowak)

Mayor Carpenter recognized Engineer John Nowak who introduced this item addressing questions from Council. He recommended Council's approval of this item.

Moved by Mayor Michael Carpenter, seconded by Councilmember Ralph Gutierrez to approve Resolution Number 19-R-150.

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

Passed

The following was read into record:

- 8. Resolution No. 19-R-151** - Consideration and/or action regarding approval of a Resolution casting votes to elect Board of Directors for the Bexar County Appraisal District for the 2020-2021 term. (Mayor/Council)

Mayor Carpenter recognized City Secretary Brenda Dennis who introduced this item stating that the Council has the ballot in their packet and that the City of Schertz has 3 votes to cast. She stated that you can cast all the votes for one candidate or spread them out between others.

Members of Council discussed casting their 3 votes for Sergio "Chico" Rodrigues.

Moved by Mayor Michael Carpenter, seconded by Councilmember Cedric Edwards to approve Resolution Number 19-R-157.

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 was read into record:

- 9. Resolution No. 19-R-152** - Consideration and/or action regarding approval of a Resolution casting votes to elect Board of Directors for the Comal County Appraisal District for the 2020-2021 term.(Mayor/Council)

Mayor Carpenter recognized City Secretary Brenda Dennis who introduced this item stating that the Council has the ballot in their packet and that the City of Schertz has 67 votes to cast. She stated that you can cast all the votes for one candidate or spread them out between others.

Members of Council discussed casting their 67 votes for Dan Krueger.

Moved by Mayor Michael Carpenter, seconded by Mayor Pro-Tem Tim Brown to approve Resolution Number 19-R-152.

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 was read into record:

- 10. Resolution No. 19-R-153** - Consideration and/or action regarding approval of a Resolution casting votes to elect Board of Directors for the Guadalupe County Appraisal District for the 2020-2021 term. (Mayor/Council)

Mayor Carpenter recognized City Secretary Brenda Dennis who introduced this item stating that the Council has the ballot in their packet and that the City of Schertz has 260 votes to cast. She stated that you can cast all the votes for one candidate or spread them out between others.

Members of Council discussed casting their 260 votes for Daryl John.

Moved by Mayor Michael Carpenter, seconded by Councilmember Cedric Edwards to approve Resolution Number 19-R-153.

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

Roll Call Vote Confirmation

City Secretary Brenda Dennis provided the roll call vote confirmation for agenda items 1 through 10.

Requests and Announcements

- Announcements by the City Manager.

No further announcements.

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

No items requested.

- Announcements by Mayor and Councilmembers

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

Mayor Carpenter recognized the following:

Councilmember Gutierrez stated he attended the following events:

Trunk or Treat

Balloon Fest

Samuel Clemens ROTC Veterans Celebration

Fire Station #3 Grand Opening

Veterans Day Celebration at the Schertz Veterans Memorial Plaza

Councilmember Scagliola stated he attended the following events:

He echoed attending the above events as well as the election.

Councilmember Heyward stated she attended the following events:

TML Webinars: Annexation, TxDOT Plan 2050, Disaster Response,
Economic Development

Trunk or Treat

Balloon Fest

Samuel Clemens ROTC Veterans Celebration

Domestic Violence Vigil

Homes for Troops Ceremony

Fire Station #3 Grand Opening

Veterans Day Celebration at the Schertz Veterans Memorial Plaza

Mayor Carpenter invited everyone to join them on Monday, November 18th for the canvass of the vote for the election, swearing in ceremony for the newly elected officials and recognizing those outgoing officials.

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

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

Adjournment

Mayor Carpenter adjourned the meeting at 6:39 p.m.

Michael R. Carpenter, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: City Secretary
Subject: Appointments and Resignations to the various City Boards, Commissions and Committees - Consideration and/or action accepting the resignation from Ms. Julie Smith from the Library Advisory Board and appointing Ms. Lauren Garrott from an Alternate member to regular member of the Planning and Zoning Commission. (B. Dennis/Interview Committee/Council)

BACKGROUND

The City Secretary's office has received a resignation notice from Ms. Julie Smith of the Library Advisory Board.

With the resignation of Michael Dahle as a Regular member, the Planning and Zoning Commission has a vacancy. It has been the practice to move up alternates desiring to act as regular members. Ms. Lauren Garrott has expressed an interest in becoming a regular member.

RECOMMENDATION:

Staff recommends Council accept the resignation of Ms Julie Smith from the Library Advisory Board and the appointment of Lauren Garrott to the Planning and Zoning Commission as a regular member.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Planning & Community Development
Subject: Resolution No. 19-R-157 - Consideration and/or action approving a Resolution authorizing and approving the Building and Standards Commission By-Laws. (B. James/L. Wood/E. Delgado)

BACKGROUND

On February 13, 2018 the City Council adopted Ordinance 17-S-50, which created the Building and Standards Commission. This commission was established in order to provide an appropriate outlet for applicants requesting review of a building code item, appealing a decision of the Fire Marshal or Building Official, take action on buildings found to be in violation of city ordinance or are a public nuisance, to evaluate and provide recommendations on proposed amendments to the fire and building codes, to act as an advisor to the Fire Chief and Building Official, and to make determinations on alternative construction materials or methods.

Since the creation of the Building and Standards Commission there have been two meetings held. The first of which, held on August 26, 2019, was utilized as an introduction for the new Commissioners and staff and to serve as an informational meeting about the Building and Standards Commission. The second meeting, held on October 28, 2019, was utilized to elect the Chair and Vice Chair of the Building and Standards Commission. Additionally, at this meeting the proposed by-laws were presented by staff and the Commission made a unanimous recommendation of approval of by-laws.

The proposed by-laws have been created using the Building and Standards Commission adoption ordinance, the Unified Development Code Article 3 Section 21.3.6.D. Additionally, the Planning and Zoning Commission bylaws served as a template for the creation of the proposed bylaws in order to be consistent with established by-laws that are currently being utilized.

GOAL

To approve the proposed Building and Standards Commission By-Laws.

COMMUNITY BENEFIT

The proposed Building and Standards Commission By-Laws will ensure that appropriate action is taken by the Commission.

SUMMARY OF RECOMMENDED ACTION

To approve the Building and Standards Commission By-Laws.

FISCAL IMPACT

None.

RECOMMENDATION

At the October 28, 2019 Building and Standards Commission meeting, the Commissioners unanimously made a recommendation to the City Council for approval of the proposed By-Laws.

Staff recommends approval of 19-R-157 as presented.

Attachments

Resolution 19-R-157

Resolution 19-R-157 Exhibit A: Bylaws

RESOLUTION NO. 19-R-157

A RESOLUTION OF THE CITY COUNCIL OF SCHERTZ, TEXAS AUTHORIZING THE CREATION OF THE BYLAWS FOR THE BUILDING AND STANDARDS COMMISSION, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Building and Standards Commission of the City of Schertz (the “City”) has recommended that the City approve By-Laws, herein as “Exhibit A”, of the Building and Standards commission; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the By-Laws of the Building and Standards Commission

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

Section 1. The City Council hereby authorizes the By-Laws of the Building and Standards Commission.

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 3rd day of December, 2019.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

EXHIBIT A
(VOLUNTARY ANNEXATION PETITION PACKET)

Building and Standards Commission Bylaws

Section 1 Purpose

The Building and Standards Commission shall:

- A. Have the authority granted by the City Code and state law and, in addition, shall have authority to hear and determine cases concerning alleged violations of City ordinances:
 - a. For the preservation of public safety, relating to the materials or methods used to construct a building or improvement, including the foundation, structural elements, electrical wiring or apparatus, plumbing and fixtures, entrances, or exits;
 - b. Relating to the fire safety of a building or improvement, including provisions relating to materials, types of construction or design, warning devices, sprinklers or other fire suppression devices, availability of water supply for extinguishing fires, or location, design, or width of entrances or exits;
 - c. Relating to dangerously damaged or deteriorated buildings or improvements; or
 - d. Relating to conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents.
 - e. Relating to a Building Code or to the condition, use, or appearance of property in the City.
- B. As a review board for the City, shall have the following duties and powers including, but not limited to:
 - a. Studying proposed Code amendments and making recommendations to the City Council regarding any proposed amendments to the Building and Fire Codes.
 - b. Hearing from any person requesting a change to the Building and Fire Codes as adopted by the City.
 - c. Serving as an advisor to the Building Official and/or Fire Chief.
 - d. Hearing appeals from decisions of the Building Official and/or Fire Chief pertaining to:
 - i. Use of alternate materials and construction methods. In the case of a request to use alternate materials or construction methods, the Building and Standards Commission shall determine whether or not such alternate material or construction method is in fact equal to the standards of the applicable Building or Fire Code, considering adequacy, stability, strength, sanitation, and safety for the public's health and welfare. As used in this Section, Building Code or Fire Code shall include without limitation City adopted building, electrical, plumbing, mechanical, and fire codes, and abatement of dangerous building, fence, and swimming pool;
 - ii. Interpretations related to the Building Code or Fire Code as adopted by the City, including without limitation, building, electrical, plumbing, mechanical, and fire, and abatement of dangerous building, fence, and swimming pool); and
 - iii. Decisions regarding substandard buildings
 - e. Ordering the repair, within a fixed period, of buildings found to be in violation of an ordinance.

- f. Declaring a building substandard in accordance with the powers granted by the Unified Development Code, and/or other local or state law.
- g. Adopting and enforcing regulations relating to floodplain management within the City and ordering compliance with floodplain regulations pursuant to the authority granted by the Unified Development Code, state law and/or federal law.

Section 2 Membership and Officers

- A. The Building and Standards Commission shall be composed of five (5) members and two (2) additional members who shall serve as alternates. The alternates will not be seated unless one of the regular members is not in attendance at the start of the meeting. If seated, an alternate shall serve in place of the regular member even if the regular member arrives late. Four (4) members shall make a quorum.
- B. Commissioners shall reside within the corporate limits of the City and should be qualified in one of the following fields:
 - 1. Registered design professional with architectural experience or a builder or superintendent of building construction;
 - 2. Registered design professional with mechanical and plumbing engineering experience or a mechanical contractor or plumbing contractor;
 - 3. Registered design professional with structural engineering experiences;
 - 4. Registered design professional with electrical engineering experience or an electrical contractor
 - 5. Registered design professional with fire protection engineering experience or a fire protection contractor
- C. Commissioners shall serve two (2) year staggered terms with the terms of 3 Commissioners and 1 alternate expiring in odd numbered years and 2 Commissioners and 1 alternate expiring in even numbered years.
- D. Terms shall expire on September 30th.
- E. The Commission shall hold elections for a chair who shall serve as the presiding officer and vice chair at the first meeting in August of each year. Special elections shall be held as needed if the chair or vice chair's membership ends during their term.

Section 3 Meetings

- A. Meetings shall be held at the call of City staff, or Commission Chairperson and at other times as determined by the Commission.
- B. Special meetings may be called as needed.
- C. The Commission may establish committees as needed.
- D. Meetings shall comply with the Texas Government Code Chapter 551 (Texas Open Meetings Act).
- E. Each meeting shall provide for citizens to be heard generally as per City Council meetings.

CITIZENS' RIGHTS

- 1 Addressing the Commission. Any person desiring to address the Commission by oral communication shall first secure the permission of the presiding officer.

- 2 Manner of Addressing the Commission – Time Limit. Each person addressing the Commission shall speak at the podium into the microphone (or at another designated location), shall give his/her name and address in an audible tone of voice for the record, and, unless further time is granted by the Commission, shall, subject to Section E4 below, limit his/her remarks to three (3) minutes or less. All remarks shall be addressed to the Commission as a body, and not to any individual member thereof. No person, other than members of the Commission or City staff (when requested by the presiding officer) and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Commission, unless requested or approved by the presiding officer. No questions shall be asked of the Commission members, except through the presiding officer. Responses to questions may be limited as required by State law.
- 3 Personal and Slandorous Remarks. Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous, either while addressing the Commission or otherwise while in attendance at a Commission meeting, may be requested to leave the meeting, if after receiving a warning from the presiding officer a person persists in disturbing the meeting, and may be removed from the meeting if necessary for the conduct of the remainder of the meeting.
- 4 Public Hearings. After being recognized by the presiding officer, interested persons, or their authorized representatives, may address the Commission with respect to the subject matter of a public hearing being conducted. The presiding officer may establish procedures at a public hearing to limit the amount of time (which, unless modified by the presiding officer, shall be as set forth in Section E2 above) interested persons may speak, subject to the Commission members' right to appeal the presiding officer's ruling pursuant to Section F6. Subject to modification by the presiding officer, and subject to the Commission members' right of appeal pursuant to Section F6, the normal order of a public hearing is as follows: (i) the opening of the hearing and the establishment, if any, of a modified public hearing procedure by the presiding officer; (ii) address to the Commission by any interested person(s); (iii) discussion by the presiding officer and Commission members, including requests for information from City staff or any person(s) who addressed the Commission; and (iv) action by the Commission, if any is posted on the agenda relating to the hearing.
- 5 Written Communications. Interested persons, or their authorized representatives, may address the Commission by written communication in regard to any matter concerning the City's business or over which the Commission has control at any time by direct mail or by addressing the City Secretary, who shall, on the request of the writer, distribute copies to the Commission members.
- 6 Hearing of Residents. There shall be included on the agenda of each Building and Standards Commission meeting an item labeled "Hearing of Residents". After being recognized by the presiding officer, members of the public (giving precedence to residents of the City) may address the Commission on items on or not on the agenda at that time, providing they have completed the "Hearing of Residents" form, unless authorized by the presiding officer. The form shall be made available to persons wishing to address the Commission prior to the calling of the meeting to order and such completed form shall be

made available to the presiding officer prior to the calling of the meeting to order. The persons signed up for “Hearing of Residents” must speak during the “Hearing of Residents” portion of the meeting. Commission members and members of City staff may not discuss unposted items nor take any action thereon other than to (1) make a statement of factual information, (2) make a statement of existing City policy, or (3) discuss placing the item on a future agenda. Persons speaking shall be subject to the time limits set forth in Section E2, unless otherwise authorized by the presiding officer.

F. Motions and Meeting Procedures are as follows:

- 1 Motions. A Commission member, after he/she obtains the floor, or the presiding officer may make a motion on the particular subject of discussion or a procedural point as permitted. A “Second” to the motion, if required, must be made by a Commission member who did not make the motion within a reasonable but brief time period. The presiding officer may not “Second” a motion. A motion or a “Second” merely implies that the maker of the motion and the person who “Seconds” agree that the motion should come before the meeting and not that he/she necessarily favors the motion. Without a “Second”, if required, the motion dies.
- 2 Debate. Debate, if permitted, must be limited to the merits of the issue under discussion as stated by the presiding officer.
- 3 Motion Procedures. There are twelve (12) types of motions in three (3) categories: Meeting Conduct Motions (4 types), Disposition Motions (7 types), and Main Motions (1 type)*. When any motion is pending, any motion listed above it on the chart below is in order; those below it are out of order.

* Sections 9.3 through 9.14 are included by permission of Donald A. Tortorice, [The Modern Rules of Order](#), ABA Publishing, 2nd Edition.

Motion	May Interrupt Speaker	Second Required	Debatable	Amendable	Resolved by Chair No Vote	Affirmative Vote by 4 members	2/3 Vote
Meeting Conduct Motions							
point of privilege	yes	no	no	no	yes	no	no
point of procedure or order	yes	no	no	no	yes	no	no
to appeal a ruling	no	yes	yes	no	no	yes	no
to recess	no	yes	yes	yes	no	yes	no
Disposition Motions							
to withdraw	yes	no	no	no	yes	no	no
to postpone	no	yes	yes	yes	no	yes	no
to refer	no	yes	yes	yes	no	yes	no
to amend	no	yes	yes	yes	no	yes	no
to limit or close debate or "call the question"	no	yes	yes	yes	no	no	yes
to extend debate	no	yes	yes	yes	no	yes	no
to count the vote	no	yes	no	no	no**	no	no
Main Motions							
to reconsider	yes	yes	if original motion was debatable	no	no	yes	no
to rescind	no	yes	yes	yes	no	no	yes
to take action	no	yes	yes	yes	no	Yes***	no

** Mandatory if seconded; no vote required

*** Unless not allowed

- 4 Point of Privilege. A point of privilege, sometimes called a point of personal privilege, is a communication from a Commission member to the presiding officer, drawing urgent

attention to a need for personal accommodation. For example, the point may relate to an inability to see or hear, a matter of comfort, a matter of requested convenience, or an overlooked right of privilege that should have been accorded to the Commission member(s). In essence, it is a call to the presiding officer for the purpose of assuring a Commission member's convenient and appropriate participation in the meeting. Because of its urgent nature, a point of privilege can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, it cannot be debated or amended, and no vote is required.

- 5 Point of Procedure or Order. A point of procedure, sometimes called a point of order, is a question addressed to the presiding officer, no seconding is required, and either inquiring into the manner of conducting business or raising a question about the propriety of a particular procedure. It is simply an inquiry and is resolved by correction or clarification by the presiding officer. A point of procedure can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, a second is not required, and it cannot be debated or amended, and no vote is taken.
- 6 To Appeal a Ruling. Decisions or rulings of the presiding officer are final on questions of procedure, except that any ruling by the presiding officer's ruling can be appealed to a vote of the Commission. Whenever a Commission member questions the appropriateness or essential fairness of the presiding officer, that member can appeal the ruling to a vote of the meeting. If, however, a motion is out of order as a matter of law (not a proper subject of the meeting, improper notice given, etc.), the presiding officer's ruling cannot be appealed. A motion to appeal cannot interrupt a speaker. To prevent frivolous appeals, a second is required. The motion is subject to debate (which should be brief) and, by its nature, is not amendable. To overrule a procedural decision of the presiding officer, an affirmative vote of four (4) Commission members is required.
- 7 To Recess. A motion to recess requests a brief interruption of the meeting's business, usually so that an ancillary matter can be addressed, or simply to provide a needed break. Unless stated in the motion, the period of recess is decided by the presiding officer. If necessary, a recess can extend the meeting from one day to another, subject to State law. The motion cannot interrupt a speaker, and a second is required. It is debatable, it can be amended, and an affirmative vote of four (4) Commission members is required.
- 8 To Withdraw. Only the maker of the motion can make a motion to withdraw it. It is essentially a communication to the presiding officer that the maker is withdrawing his/her proposal. This is the maker's privilege; thus, it does not require a second. Because the withdrawal motion obviates discussion, it can interrupt a speaker. In addition, because another Commission member later can make a similar motion, a withdrawal motion is not subject to debate, amendment, or vote. The presiding officer should simply state that the motion is withdrawn, and the meeting should proceed with a new treatment of the issue at hand—or a new issue.
- 9 To Postpone or Extend. These motions may arise from a need for further information, a matter of convenience, or for any other reason that will enable the Commission to deal with the issue more effectively during the same meeting or at a later time. Unless otherwise specifically provided in the motion itself, a postponed or extension motion can

be renewed at a later appropriate time during the meeting or, if properly posted, at a later meeting. This motion cannot interrupt a speaker. It requires a second, it is debatable, and it is amendable (particularly as to postponement, timing), and an affirmative vote of four (4) Commission members is required.

- 10 To Refer. A motion to refer is typically used to submit an issue to a committee, usually for study leading to a subsequent recommendation. Because it ordinarily disposes the motion for purposes of the current meeting, a motion to refer is subject to the same rules that apply to a main motion. (See Section F14). This motion cannot interrupt a speaker, and a second is required. It is debatable and amendable, and an affirmative vote of-four (4) Commission members is required.
- 11 To Amend. A motion to amend proposes a change in the wording of a motion then under consideration. When a motion to amend is pending and an amendment to the amendment is proposed, the presiding officer should focus discussion on the latest amendment, resolve that question, then proceed to the first amendment before continuing discussion on the main motion. Votes on amendments are thus in reverse order of the sequence in which they are proposed. A motion to amend cannot interrupt a speaker. It requires a second, and it is debatable and amendable. An affirmative vote of four (4) Commission members is required for approval of the amendment. Note that State law may restrict amendments to proposals that are required to be set forth in the notice of the meeting.
- 12 To Limit or Close Debate or "Call the Question". Because the extent to which an issue is discussed rests primarily with discretion of the presiding officer, it is the presiding officer who carries the burden of ensuring that adequate time and discussion are given to differing points of view. A motion to limit or close debate is therefore an overruling of the presiding officer's determination. A motion to close debate is the same as a motion to "call the question". Because this motion affects the most fundamental right of any Commission member, the right to speak one's views, it is the only procedural motion that requires an affirmative vote of two-thirds of participants voting.
- 13 To Count the Vote. A motion to count the vote should be limited to those circumstances where the convenient hearing of "yeas" and "nays" cannot clearly resolve the issue. It represents the right of a Commission member to have a vote demonstrated by count. That count can be directed by the presiding officer either as a showing of hands or a standing of voting members while the vote is recorded. Upon completion of the count, the presiding officer announces the result—and final disposition of the issue voted upon. This motion cannot interrupt a speaker. It requires a second; it is neither debatable nor amendable; and, because of the importance of the matter, it should be considered mandatory; thus, no vote is required.
- 14 Motion to Reconsider. Allows a main motion to be brought back before the Commission for consideration. May be made only at the meeting at which the vote to be reconsidered was taken. It may be made by any member of the Commission. Any Commission member may second it. It can be made while any other question is pending, even if another member has the floor. It requires a majority vote to pass. A motion may only be reconsidered twice. If the reconsideration is moved while another subject is before the

Commission, it cannot interrupt the pending business, but, as soon as the pending business has been disposed of the motion has the preference over all other main motions and general business of the agenda. In such a case the presiding officer does not state the question on the reconsideration until the immediately pending business is completed.

- 15 Motion to Rescind. The motion to rescind is a main motion without any privilege, may only be made when there is nothing else before the Commission and must be made at the same meeting at which the subject matter of the motion was considered, and it requires a two-thirds vote of the commission members. It cannot be made if a motion to reconsider has been previously made. The motion to rescind can be applied to votes on all main motions with the following exceptions: votes cannot be rescinded after something has been done as a result of that vote that the Commission cannot undo; or, where a resignation has been acted upon, or one has been appointed to, or expelled from, a committee or office, and was present or was officially notified. In the case of expulsion, the only way to reverse the action afterwards is to restore the person to the committee or office, which requires the same preliminary steps and vote as is required for the original appointment.
- 16 To Take Action; Main Motions. Main motions state proposed policy or action on a substantive issue being considered by the Commission. As such, the motion is an initial call to take particular action. Although lowest in precedence among all motions, main motions are clearly the most important: through their content, the business decisions of the Commission are determined. A main motion can be made only when a prior main motion has been disposed of. It cannot interrupt a speaker; a second is required; it is debatable and amendable; and an affirmative vote of four (4) Commission members is required unless a greater vote is prescribed by the Charter or State law.
- 17 Effect of Abstentions; action on required Abstentions; Effect of non-required Abstentions. The following rules shall apply when a Commission Member abstains from voting on an item:
 - a. When the Commission Member is Legally Obligated to Abstain from Voting. When a Commission Member is legally obligated to abstain from voting pursuant to Texas Local Government Code Chapter 171, a local ordinance or the City Charter then the Commission Member shall leave the dais and exit City Council Chambers until such time as the debate and vote on the item has been concluded. Staff shall record that the Commission Member left the room and abstained from the vote in the official minutes and there shall be no other effect.
 - b. When the Commission Member Has No Legal Obligation to Abstain from Voting. When a Commission Member has no legal obligation to abstain from voting then an abstention shall be recorded in the minutes as an abstention and shall procedurally be treated as a "no" vote.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Police Department
Subject: Resolution No. 19-R-160 - Consideration and/or action to approve a Resolution by the City Council of the City of Schertz authorizing purchases in an amount not to exceed \$80,000.00 with Southwest Public Safety. (C. Kelm/M. Casas)

BACKGROUND

The Police Department is in the process of outfitting new Police Patrol fleet vehicles. The Police Department has need to equip these vehicles with the appropriate emergency vehicle operation safety equipment. This equipment includes emergency lighting and audio warning equipment to warn the public during emergency operation of the vehicle. The equipment also provides better prisoner restraints and secure storage of emergency equipment. The Police Department has done its due diligence in selecting equipment for its quality and price insuring its longevity.

The Police Department is requesting approval to spend an amount not to exceed, \$80,000.00 with Southwest Public Safety to procure and outfit the Police fleet. The City of Schertz has already made purchases of \$20,587.00 with Southwest Public Safety for the fiscal year of 2019/2020.

GOAL

To obtain emergency vehicle operations equipment to outfit new Police fleet vehicles.

COMMUNITY BENEFIT

The equipment purchased through Southwest Public Safety provides the best safety to our Officers and Citizens for emergency vehicle operations. The procurement of this equipment was done using a competitive three bid process.

SUMMARY OF RECOMMENDED ACTION

The Police Department recommends that Council authorizes the City Manager enter into an agreement with Southwest Public Safety, and approve the resolution to spend not to exceed \$80,000.00 with Southwest Public Safety for the 2019-2020 FY.

FISCAL IMPACT

The purchase of this equipment will be funded through the City's general fund and asset forfeiture. The fiscal impact of this project will not exceed \$80,000.00 and is within the current budget for this fiscal year.

RECOMMENDATION

Approval of Resolution 19-R-160.

Attachments

Resolution

Tabulation sheet 1

Tabulation sheet 2

SWPS quote

RESOLUTION NO. 19-R-160

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS AUTHORIZING THE PURCHASE OF EMERGENCY VEHICLE
EQUIPMENT TO OUTFIT NEW POLICE VEHICLES.**

WHEREAS, the Schertz Police Department has a need to purchase emergency vehicle equipment to outfit new Ford Explorers; and

WHEREAS, the Schertz Police Department has done due diligence in researching what emergency vehicle equipment is required to fit the needs of the department, to obtain the best pricing and to provide the best quality of emergency vehicle equipment that ensures longevity in its use; and

WHEREAS, the Schertz Police Department has chosen Southwest Public Safety, for the emergency vehicle equipment procurement for the new Ford Explorers; and

WHEREAS, Southwest Public Safety is a reputable vendor and supplier of emergency equipment; and

WHEREAS, after a complete competitive three (3) bid quote process, Southwest Public Safety returned the best price for the goods and services needed to meet the Department's needs; and

WHEREAS, the City of Schertz, for the fiscal year of 2019-2020, has already made purchases with Southwest Public Safety for the amount of \$20,587.00; and

WHEREAS, the current bid for the needed emergency vehicle equipment is \$50,369.90; and

WHEREAS, the Police Department requests a spending amount of not to exceed \$80,000.00 for any unanticipated or future expenditures with Southwest Public Safety; and

WHEREAS, the City of Schertz will fund the purchase of emergency vehicle equipment through the city's general fund.

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Southwest Public Safety, pursuant to the vendor quote attached hereto as Exhibit A (the "Supporting Documentation").

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 accept the quote from Southwest Public Safety attached in Exhibit A and authorize purchases not to exceed the amount of **EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00)**.

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

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

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

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

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

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


PASSED AND ADOPTED, this 3rd day of December 2019.

CITY OF SCHERTZ, TEXAS


Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

Purchasing & Asset Management Department			VENDOR	VENDOR	VENDOR	VENDOR				
 <div style="text-align: center;"> <h2>Quote Tabulation Sheet</h2> <p>Department: _____</p> <p>Awarded Vendor:_____</p> <p>Delivery of Item (measure in days): _____</p> </div>										
Item No.:	Qty:	Description:	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
TOTAL \$										
This tabulation sheet is to be used by employees to receive quotes from vendors if amount is (TOTAL) less than \$50,000.00. If amount exceeds \$50,000.00 then City employees must contact Purchasing & Asset Management to prepare a Formal Bid.										

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Purchasing & Asset Management Department			VENDOR	VENDOR	VENDOR	VENDOR				
 <div style="text-align: center;"> <h2>Quote Tabulation Sheet</h2> <p>Department: _____</p> <p>Awarded Vendor:_____</p> <p>Delivery of Item (measure in days): _____</p> </div>										
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SWPS.com - Southwest Public Safety

9905 Perrin Beitel Rd.
San Antonio, TX 78217-3101
210-590-9363
210-590-9482 Fax

CUST NO	QUOTE NO	DATE	EXP DATE
316280	36686	10/28/19	11/27/19

BILL TO
Lt Joshua Mixon Schertz Police Department 1400 Schertz Pkwy Investigations Division Schertz Tx 78154

SHIP TO

Entered By: Chris Snocker	Ref. #: crs	Ship Via: PULL FOR INSTALL
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QTY	SKU	DESCRIPTION	UNIT PRICE	EXTENDED
7	295SLSA6	WHELEN 295SLSA6 SIREN/CONTROL CENTER	\$0.00	\$0.00
7	SA315P	WHELEN SA315P SPEAKER, BLACK PLASTIC	\$0.00	\$0.00
7	SAK67D	WHELEN SA315 MT KIT 2020 FORD UTILITY DRVR	\$0.00	\$0.00
7	DTA6A	WHELEN 6-LT DOMINATOR TIR3 T/A AMBER	\$346.00	\$2,422.00
7	SSFFP16	WHELEN HEADLIGHT FLASHER 16 SUV INTER	\$80.00	\$560.00
14	AVC22JJ	Whelen Avenger II DUO Dual Each Lighthead Red/Blue	\$240.00	\$3,360.00
28	EMPS2STS4J	SOUND OFF mpower® 4" Fascia Light w/ Stud Mount, 18"	\$120.00	\$3,360.00
42	IONJ	WHELEN ION LIGHT RED/BLUE	\$77.50	\$3,255.00
14	IONSMJ	WHELEN SURFACE MT ION LT RED/BLU	\$77.50	\$1,085.00
14	IONGROM	WHELEN ION SERIES BODY MOUNT GROMMET	\$5.00	\$70.00
7	IONBKT1	WHELEN ION LICENSE PLATE BKT HORIZ.	\$21.00	\$147.00
7	5342	Go Rhino 16-19 Interceptor Utility Push Bumper	\$288.00	\$2,016.00
7	S4705UINT20OS	Progard Standard Transport Seat w/ 7 Ga. Steel Screen Wi	\$1,240.00	\$8,680.00
7	GB8SP3J	Whelen Legacy Lightbar Dou Lightbar Only	\$2,269.00	\$15,883.00
7	MKAJ105	Whelen ADJ LIGHTBAR MOUNT KIT #105	\$0.00	\$0.00
7	DK0598ITU12	Setina Door Panel VS Aluminum Replaces OEM Door Pane	\$163.00	\$1,141.00
7	WK0514ITU12H	Setina Window Barrier VS Steel Horizontal	\$208.00	\$1,456.00
7	PFW4714UINT20	PROGARD Poly Center Slider Window with Expanded Meta	\$610.00	\$4,270.00
7	22052	Streamlight Charge Sleeve Assembly (SL-20 Series) (**Cor	\$10.93	\$76.51
7	22050	Streamlight DC2 direct wire charge cord (All Rechargeables	\$9.77	\$68.39
14	ENT2B3J	Sound Off Intersector Under Mirror/Surface Mount Light, 9-	\$180.00	\$2,520.00

Subtotal	\$50,369.90
Discounts	\$0.00
Surcharges	\$0.00
Shipping	\$0.00
Sales Tax	\$0.00
TOTAL	\$50,369.90

Comments

Estimate Valid for 30 days

Thank You for your Business!

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019

Department: Public Works

Subject: Resolution No. 19-R-154 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing and approving a service contract with Environmental Lighting Service and Levy Company for on-call street lighting maintenance, repair and other related matters. (C. Kelm/S. Williams/D. Letbetter)

BACKGROUND

The City of Schertz requested bids for qualified On-Call Street Light Repair and Maintenance. The bid was posted to the City of Schertz website, PublicPurchase.com, and notice was published in the newspaper. COS received two responses to the solicitation, both of which were evaluated and are being recommended for award.

GOAL

The goal of Resolution 19-R-154 is to authorize the City Manager to execute a contract with Environmental Lighting Company and Levy Company for on-call street light repair and maintenance services.

COMMUNITY BENEFIT

The City will be able to utilize these companies to repair/replace lighting on Schertz Parkway, or any other area in the city, that require an electrician and bucket truck without seeking bids. This will result in an effective and efficient operational process and improve community safety as the lights can be repaired much more quickly.

SUMMARY OF RECOMMENDED ACTION

Staff recommends the City Council approve Resolution 19-R-154, granting authorization and approval of a contract agreement with Environmental Lighting Company for on-call electrical lighting services.

FISCAL IMPACT

Fiscal impact will vary with each project depending on materials needed and/or whether the project is a repair or replacement. It is anticipated that the City will not exceed \$50,000 with either vendor. Funds are identified and available in the current budget for these repairs and preventative maintenance.

RECOMMENDATION

Staff recommends approval of Resolution 19-R-154.

Attachments

Resolution 19-R-154

RESOLUTION NO. 19-R-154

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SERVICE AGREEMENT WITH ENVIRONMENTAL LIGHTING SERVICE AND LEVY COMPANY FOR ON-CALL STREET LIGHT REPAIR, MAINTENANCE AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into a service agreement with Environmental Lighting Service and Levy Company relating to On-Call Street Light Repair, Maintenance, and other matters in connection therewith, and;

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Environmental Lighting Service and Levy Company pursuant to the Services Agreements attached hereto as Exhibit A and Exhibit B (the “Agreement”).

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with Environmental Lighting Service and Levy Company in substantially the form set forth on Exhibit A and Exhibit B.

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 3rd day of December, 2019.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

_____ **AGREEMENT**

EXHIBIT B

_____ **AGREEMENT**

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
 §
GUADALUPE COUNTY §

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and Environmental Lighting Services LLC (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2020 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

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

Section 3. Compensation

- (A) The Contractor shall be paid in the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.
- (D) *Not to Exceed Contract Amount.* Expenditures for this contract shall not exceed FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$49,000.00) per fiscal year. The fiscal year is defined as October 1st through September 30th.

(E) Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

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

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or

any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

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

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

Section 6. Miscellaneous Provisions

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

money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

- (F) *Conflict of Terms.*

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability

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

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

Section 7. Termination

(A) This Agreement may be terminated:

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

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

Section 8. Indemnification

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

ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

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

CITY:

CONTRACTOR:

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

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

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

Environmental Lighting Service LLC
1010 E. Ave J
Grand Prairie, Texas 75050

Exhibit A

SCOPE OF WORK

Scope of Work

The City of Schertz owns and maintains one hundred three (103) streetlights.

These streetlights are located as follows:

On Schertz Parkway between Wiederstein Rd. and Live Oak Rd. we have 50 lights - 480 volts

On Schertz Parkway between Live Oak Rd. and FM 78 we have 53 - 240 volt lights

City is in the process of upgrading all lights to LED. On average City anticipates replacing fifteen (15) to twenty (20) bulbs per year.

Initial Visit:

Contractor shall inspect and repair City streetlights for lamp and ballast outages.

Quarterly Inspection:

Contractor shall inspect and repair City streetlights for lamp and ballast outages, and if outages are found at the time of inspection, repairs will be made promptly.

If other issues are identified during the initial visit or quarterly inspection, the Contractor shall provide a cost estimate of proposed repairs.

All work must be approved by the City prior to commencement of repair.

As-Needed Repair:

If a need is identified by the City, other than during the initial or quarterly inspection, the City will request that the Contractor troubleshoot the issue(s), and provide a cost estimate of proposed repairs.

All work must be approved by the City prior to commencement of repair.

Clean-Up:

Contractor shall cleanup work areas and remove all trash and debris at the end of each day and upon completion of project.

Pricing Schedule

Item #	Item Description	Unit of Measure	Bid Price Per Unit
1.	General Labor Including a two (2) man service crew and sixty (60) foot bucket truck	Hourly	150.00
2.	400W MH Lamp	Each	30.00
3.	400W MH Ballast	Each	75.00
4.	XSP Series LED 240-Volt Luminaire	Each	580.00
5.	XSP Series LED 480-Volt Luminaire	Each	825.00

Note: All materials pricing includes a minimum ten (10) year warranty

Exhibit B

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE: FAX No. Ext.: 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	HAIC # 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	Y Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOSS					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWN AUTOS	Y Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in Ill) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
Builder's Risk Professional Services	Y Y	123450	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1011, Tex. Ins. Code (SB 426 enacted by Texas Legislature 02(R) session in 2011).

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

ACORD 26 (2010/05)

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

Complete the certificate of insurance with the information listed below:

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

Exhibit C

EVIDENCE OF INSURANCE

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
 §
GUADALUPE COUNTY §

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

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2020 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

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

Section 3. Compensation

- (A) The Contractor shall be paid in the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.
- (D) *Not to Exceed Contract Amount.* Expenditures for this contract shall not exceed FORTY-NINE THOUSAND AND NO/100 DOLLARS (\$49,000.00) per fiscal year. The fiscal year is defined as October 1st through September 30th.

(E) Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

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

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or

any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

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

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

Section 6. Miscellaneous Provisions

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

money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

- (F) *Conflict of Terms.*

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability

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

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

Section 7. Termination

(A) This Agreement may be terminated:

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

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

Section 8. Indemnification

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

ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

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

CITY:

CONTRACTOR:

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

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

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

The Levy Company, Inc
16294 IH35 N
Selma, TX 78154

Exhibit A

SCOPE OF WORK

Scope of Work

The City of Schertz owns and maintains one hundred three (103) streetlights.

These streetlights are located as follows:

On Schertz Parkway between Wiederstein Rd. and Live Oak Rd. we have 50 lights - 480 volts

On Schertz Parkway between Live Oak Rd. and FM 78 we have 53 - 240 volt lights

City is in the process of upgrading all lights to LED. On average City anticipates replacing fifteen (15) to twenty (20) bulbs per year.

Initial Visit:

Contractor shall inspect and repair City streetlights for lamp and ballast outages.

Quarterly Inspection:

Contractor shall inspect and repair City streetlights for lamp and ballast outages, and if outages are found at the time of inspection, repairs will be made promptly.

If other issues are identified during the initial visit or quarterly inspection, the Contractor shall provide a cost estimate of proposed repairs.

All work must be approved by the City prior to commencement of repair.

As-Needed Repair:

If a need is identified by the City, other than during the initial or quarterly inspection, the City will request that the Contractor troubleshoot the issue(s), and provide a cost estimate of proposed repairs.

All work must be approved by the City prior to commencement of repair.

Clean-Up:

Contractor shall cleanup work areas and remove all trash and debris at the end of each day and upon completion of project.

Pricing Schedule

Item #	Item Description	Unit of Measure	Bid Price Per Unit
1.	General Labor Including a two (2) man service crew and sixty (60) foot bucket truck	Hourly	285.00
2.	400W MH Lamp	Each	30.00
3.	400W MH Ballast	Each	180.00
4.	XSP Series LED 240-Volt Luminaire	Each	545.00
5.	XSP Series LED 480-Volt Luminaire	Each	545.00
6.	Miscellaneous Parts (As Needed)	EA	Cost + 25%

Note: All materials pricing includes applicable manufacturer's warranty

Exhibit B

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

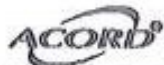
INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE: FAX No. Ext.: 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	HAIC # 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	Y Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOSS					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWN AUTOS HIRED AUTOS	Y Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/H N	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
Builder's Risk Professional Services	Y Y	123450	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1011, Tex. Ins. Code (SB 426 enacted by Texas Legislature 02(R) session in 2011).

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

ACORD 26 (2010/05)

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

Complete the certificate of insurance with the information listed below:

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

Exhibit C

EVIDENCE OF INSURANCE

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Public Works
Subject: Resolution No. 19-R-162- Consideration and/or action approving a Resolution authorizing the City of Schertz to enter into Service Agreements with C3 Enviromental and RL Rhode General Contracting for on-call concrete repair, replacement, and related matters. (C. Kelm/S. Williams/D. Letbetter)

BACKGROUND

The City of Schertz requested bids for a concrete contractor and pricing for items, such as sidewalks, curbs, rip rap, etc. The solicitation was posted to the City website, PublicPurchase.com and notice posted in the newspaper. Seven contractors provided bids in response to the solicitation. Upon evaluation of the pricing and qualifications, City staff is recommending award to C3 Environmental and RL Rhodes General Contracting based upon cost-effectiveness and quality of work.

These contractors will be available for use city-wide by various departments. As such, Staff is requesting an approved expenditure off an amount not to exceed \$100,000.00 per vendor per fiscal year.

If approved, The Agreement shall become effective upon the date of the final signature and shall remain in effect through September 30, 2020, with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in the Agreement.

GOAL

The goal of Resolution 19-R-162 is to authorize the City Manager to execute agreements with C3 Environmental and RL Rhode General Contracting for on-call concrete repair, replacement, and related matters

COMMUNITY BENEFIT

The City will be able to contact either vendor for any project within the scope of the contract without going through the RFX process each time. This will result in an effective and efficient operational process.

SUMMARY OF RECOMMENDED ACTION

It is recommended the City Council approve Resolution 19-R-162, granting authorization and approval for the two concrete contractors for on-call services.

FISCAL IMPACT

Fiscal impact will vary depending on the specific project, however we are requesting approval for an amount Not To Exceed \$100,000.00 per fiscal year per vendor. The fee schedule is included in the Professional Service Agreements. Funds required for projected projects are identified within the current budget.

RECOMMENDATION

Staff recommends approval of Resolution 19-R-162.

Attachments

Resolution 19-R-162

C 3 Environmental Draft Agreement

R L Rohde GC Draft Agreement

RESOLUTION NO. 19-R-162

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SERVICES AGREEMENT WITH C-3 ENVIRONMENTAL AND R L ROHDE GENERAL CONTRACTING FOR ON-CALL CONCRETE REPAIR AND REPLACEMENT AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz has multiple projects each year that require a company qualified to perform various concrete repair and/or replacement projects; and

WHEREAS, City Staff has completed a competitive procurement to identify the companies with provide the best value to the City; and

WHEREAS, City staff of the City of Schertz (the “City”) has recommended that the City enter into a service agreement with C-3 Environmental and R L Rohde General Contracting for On-Call Concrete Repair and Replacement and other matters in connection therewith; and

WHEREAS, the City of Schertz is seeking approval for expenditures to these vendors in an amount not to exceed \$100,000.00 per fiscal year per vendor; and

WHEREAS, the agreement shall become effective upon the date of final signature on the agreement and shall remain in effect through September 30, 2020, with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in the agreement.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with C-3 Environmental and R L Rohde General Contracting in substantially the form set forth on Exhibit A and Exhibit B.

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 3rd day of December, 2019.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

_____ **AGREEMENT**

EXHIBIT B

_____ **AGREEMENT**

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
GUADALUPE COUNTY §

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and C-3 Environmental Specialties (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2020 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

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

Section 3. Compensation

- (A) The Contractor shall be paid in the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.
- (D) *Not to Exceed Contract Amount.* Expenditures for this contract shall not exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) per fiscal year. The fiscal year is defined as October 1st through September 30th.

(E) Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

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

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or

any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

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

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

Section 6. Miscellaneous Provisions

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

money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

- (F) *Conflict of Terms.*

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability

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

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

Section 7. Termination

(A) This Agreement may be terminated:

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

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

Section 8. Indemnification

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

ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

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

CITY:

CONTRACTOR:

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

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

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

C-3 Environmental Specialties
132 Nell Deane Boulevard
Schertz, Texas 78154
randy@c3environmental.com

Exhibit A

SCOPE OF WORK

Scope of Work

Contractor shall perform each job, in accordance with the scope of work for that specific job, the City of Schertz Standards (published and available at www.schertz.com), and the City of Schertz Public Works Technical Specifications.

Each individual project will be detailed by City of Schertz staff and agreed upon prior to work starting.

Pricing for all jobs shall be invoiced according to the following pricing schedule:

PRICING SCHEDULE:

Item #	Item Description	Estimated Quantity	Unit of Measure	Bid Price Per Unit
02221.1	Removal of Curb and Gutter	200	LF	\$11.25
02221.2	Removal of Miscellaneous Concrete	800	SY	\$39.00
02754	Concrete Driveway (5")	100	SY	\$90.00
02771.1	Concrete Curb & Gutter (7")	200	LF	\$29.50
02771.2	Concrete Valley Gutter (7")	200	SY	\$95.00
02775.1	Concrete Sidewalk (4")	780	SY	\$62.00
02775.2	Combination Concrete Retaining Wall (6")	300	SF	\$16.00
02922	Block Sod	20	SY	\$35.50
03300	Riprap (Concrete) (5")	300	SY	\$87.00
	Pump Truck	5	HR	\$285.00

Exhibit B

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE: FAX No. Ext.: 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	HAIC # 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	Y Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOSS					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWN AUTOS HIRED AUTOS	Y Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/H N	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
Builder's Risk Professional Services	Y Y	123450	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1011, Tex. Ins. Code (SB 426 enacted by Texas Legislature 02(R) session in 2011).

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

ACORD 26 (2010/05)

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

Complete the certificate of insurance with the information listed below:

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

Exhibit C

EVIDENCE OF INSURANCE

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
 §
GUADALUPE COUNTY §

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and R.L. Rohde General Contracting Inc (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2020 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

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

Section 3. Compensation

- (A) The Contractor shall be paid in the manner set forth in Exhibit “A” and as provided herein.
- (B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.
- (D) *Not to Exceed Contract Amount.* Expenditures for this contract shall not exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) per fiscal year. The fiscal year is defined as October 1st through September 30th.

(E) Payments Subject to Future Appropriation. This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

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

Section 4. Time of Completion

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

Section 5. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or

any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

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

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

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

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

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

Section 6. Miscellaneous Provisions

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

money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

- (F) *Conflict of Terms.*

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability

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

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

Section 7. Termination

(A) This Agreement may be terminated:

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

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

Section 8. Indemnification

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

ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

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

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

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

Certificate of Interested Parties

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

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

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

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

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

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

CITY:

CONTRACTOR:

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

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

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

R.L. Rohde General Contracting Inc.
4180 Stuart Road
Adkins, Texas 78101
estimating@rlrohde.com

Exhibit A

SCOPE OF WORK

Scope of Work

Contractor shall perform each job, in accordance with the scope of work for that specific job, the City of Schertz Standards (published and available at www.schertz.com), and the City of Schertz Public Works Technical Specifications.

Each individual project will be detailed by City of Schertz staff and agreed upon prior to work starting.

Pricing for all jobs shall be invoiced according to the following pricing schedule:

PRICING SCHEDULE:

Item #	Item Description	Estimated Quantity	Unit of Measure	Bid Price Per Unit
02221.1	Removal of Curb and Gutter	200	LF	\$10.00
02221.2	Removal of Miscellaneous Concrete	800	SY	\$20.00
02754	Concrete Driveway (5")	100	SY	\$64.00
02771.1	Concrete Curb & Gutter (7")	200	LF	\$30.00
02771.2	Concrete Valley Gutter (7")	200	SY	\$65.00
02775.1	Concrete Sidewalk (4")	780	SY	\$50.00
02775.2	Combination Concrete Retaining Wall (6")	300	SF	\$75.00
02922	Block Sod	20	SY	\$12.00
03300	Riprap (Concrete) (5")	300	SY	\$90.00
	Pump Truck	5	HR	\$350.00

Exhibit B

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

A

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

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

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

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE: FAX No. Ext.: 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	HAIC # 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	Y Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOSS					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWN AUTOS	Y Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in Ill) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATE TORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
Builder's Risk Professional Services	Y Y	123450	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1011, Tex. Ins. Code (SB 426 enacted by Texas Legislature 02(R) session in 2011).

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

ACORD 26 (2010/05)

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

Complete the certificate of insurance with the information listed below:

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

Exhibit C

EVIDENCE OF INSURANCE

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019

Department: Emergency Medical Services

Subject: Resolution No. 19-R-156 - Consideration and/or action approving a Resolution authorizing the City Manager to enter into an agreement with Siddons-Martin Emergency Group for the purchase of one (1) new ambulance and associated equipment. (C. Kelm/J. Mabbitt)

BACKGROUND

Within the 2019/2020 fiscal budget year, Schertz EMS was approved to purchase one (1) new ambulance in accordance with the EMS Department ambulance replacement plan.

The EMS Department currently has a fleet of nine (9) ambulances, six (6) of these ambulances are "front-line" or are in-service at any given time which leaves a reserve fleet of three (3) ambulances. A goal is to have four (4) reserve ambulances to allow our Fleet Department time to "down" each ambulance for preventative maintenance and safety checks. Mileage for these ambulances range from 34,000 to over 180,000 miles:

Ambulance	Year	Mileage as of 11/1/19
266	2008	109,997
274	2013	157,898
275	2013	154,209
276	2015	128,712
277	2015	112,694
278	2015	180,298
279	2015	111,873
280	2017	54,453
281	2017	34,698

After coordination with the Fleet Department, it was decided to stay with the current ambulance vendor and purchase this ambulance from Siddons-Martin Emergency Group. Siddons-Martin Emergency Group is a HGACBuy Purchasing Cooperative program participant and they are the Texas dealer for Road Rescue Ambulances. Like our previous two ambulances, this ambulance will be mounted on a Ford F450 chassis. Build time for this ambulance is 100-150 days.

GOAL

To approve the attached resolution for the purchase of one (1) ambulance from Siddons-Martin Emergency Group.

The total amount for this ambulance will not exceed \$265,000. Additionally, equipment will need to be purchased to stock the ambulance:

Equipment	Estimated Cost
Powerload (stretcher loading device)	\$24,000
Stretcher	\$19,000
GX 441	\$2,000
Portable Suction Unit	\$1,000
CAD Mount	\$2,000
Misc. Equipment (flashlight, clipboard, bins, etc.)	\$2,000
Total	\$50,000

The powerload and stretcher will be purchased from Stryker.

COMMUNITY BENEFIT

The items purchased from Siddons-Martin Emergency Group are in support of EMS response to the communities served.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approving the attached resolution authorizing the City Manager to enter into an agreement to purchase one (1) ambulance and associated equipment not to exceed \$315,000.

FISCAL IMPACT

The ambulance and associated equipment will be purchased with budgeted operating costs from the approved FY20 budget.

RECOMMENDATION

Staff recommends approval of Resolution 19-R-156.

Attachments

Resolution

Ambulance Price Proposal

Ambulance Statement of Work

RESOLUTION NO. 19-R-156

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SIDDONSON-MARTIN EMERGENCY GROUP FOR THE PURCHASE OF ONE (1) NEW AMBULANCE AND ASSOCIATED EQUIPMENT AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, The City staff of the City of Schertz (the "City") has recommended that the City accept the proposal from Siddons-Martin Emergency Group for the purchase of one (1) Road Rescue/Ford Ambulance; and

WHEREAS, the Schertz EMS Department has chosen Siddons-Martin Emergency Group, a HGACBuy Purchasing Cooperative vendor, for the purchase of one (1) Road Rescue/Ford Ambulance and associated equipment; and

WHEREAS, the total cost of one ambulance and associated equipment will be no more than \$315,000; and

WHEREAS, this purchase will be funded with budgeted operating costs from the FY20 approved budget.

WHEREAS, HGACBuy Purchasing Cooperative is a national online purchasing cooperative, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, HGACBuy Purchasing Cooperative gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts, 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; therefore,

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

Section 1. The City Council hereby authorizes the City Manager to enter into an agreement attached in Exhibit A and issue a Purchase Order compliant with the HGACBuy Purchasing Cooperative procedures to Siddons-Martin Emergency Group for one ambulance not to exceed \$265,000.

Section 2. The City Council hereby authorizes the City Manager to enter into purchase agreements for associated equipment needed to place the new ambulance into service from a variety of vendors in the amount not to exceed \$50,000.

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 3rd day of December 2019.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Siddons-Martin
Emergency Group
Protecting the Southwest

3500 Shelby Lane
Denton, Texas 76207
GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

November 14, 2019

Schertz EMS
1400 Schertz Pkwy Ste.B
Schertz TX 78154

Proposal for Road Rescue Type 1

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Schertz EMS. The unit will comply with the specifications attached and made a part of this proposal. Unless otherwise specified, delivery and training are included FOB Schertz EMS.

Description	Amount
RR, No. 01, Road Rescue Ultramedic Price guaranteed for 30 days. Delivery within 6-7 months of order date.	Vehicle Price \$ 251,132.00
	SUB TOTAL \$ 251,132.00
	HGAC \$ 1,000.00
	TOTAL \$ 252,132.00

Additional. The delivery of the unit is subject to availability of the chassis, and signed work order confirmation by Schertz EMS and Siddons-Martin Emergency Group.

This proposal includes a trip for (2) Schertz EMS employees to the factory for final inspection of the completed unit. This also includes a customer supplied Powerload to be installed prior to delivery.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Kristen Farmer

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of Schertz EMS, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date

QUOTATION

Siddons Martin Emergency Group.

City of Schertz EMS
10 Commercial Plaza
Schertz, TX 78154

Siddons-Martin Emergency Group

Exp. Date: 02/01/2020
Quote No: 10563-0012
11/14/2019 17:51:56

Page 1

ID	PART NO	S	DESCRIPTION	QTY
RRI			== Road Rescue Boilerplate - 1.037 08/23/19 ==	1
RRI	00-01-0999		Information - Scope, Purpose and Classification	1
RRI			WARRANTY	1
RRI	00-02-8100		Warranty - Documentation	1
RRI	00-02-8200		Warranty - Module Structural	1
RRI	00-02-8300		Warranty - Electrical, Standard System	1
RRI	00-02-8400		Warranty - Paint	1
RRI	00-02-8500		Warranty - Conversion	1
RRI			== Ford, F-Series, 193" WB - 168" Bodies - 1.037 08/23/19 ==	1
RRI			01- CHASSIS REQUIREMENTS	1
RRI	01-01-2308		2019 Ford F450 XLT 4X2, ,108" C/A, 193"W/B, 16,500 GVWR 19-2	1
RRI	01-02-0100		Domestic Chassis	1
RRI			CHASSIS OPTIONS	1
	01-03-00SR	X <	Additional AC Compressor on chassis SR #20181413F Additional AC compressor Southeast Power to install. Rev to make all final connections and charge system	1
	01-03-00SS	X <	Glove Holder, Wire Style,Below Passthru in cab SR #20181413F Glove Holder, Wire Style,Below Passthru in cab - Boundtree #168-GW-055 Triple Vertical installed on back frame of the center console under the passthru. Mount so gloves load from top. (SO-GLOVE-341090)	1
RRI	01-03-1001		Alternator - Standard OEM	1
RRI	01-07-0110		Front Suspension - Ford F-Series (4x2)	1
RRI	01-07-1000		Sway Bar, Front - OEM	1
RRI	01-07-8002	<	Rear Suspension - Liquid Spring- 2017+ F450 4x2 Per KKK, the rear suspension shall only lower the module when the vehicle is in park and the parking brake is set.	1
RRI	01-07-9020	<	Dump - Circuit, Dump W/ enable switch in cab. State Location: Cab console (PC System) Enable switch to override auto dump with rear door open. Only to reset when switch is deactivated. (Multiplex Electrical) To reset by pressing dump switch again if Ignition has not cycled, if battery disconnect has timed out then it will default 'On' with ignition.	1
RRI	01-17-4900	<	Block Heater - With OEM Plug (STANDARD) This option does not include a switch... (STANDARD).	1

ID	PART NO	S	DESCRIPTION	QTY
	01-17-SR01	X <	Bumper, Replacement with Grille Guard, Ranch Hand, Black ,2019 F450 SR #20181303F FSF171BL1C	1
RRI			CAB EXTERIOR OPTIONS	1
	01-19-SR01	X <	Tint Chassis Windows - 24/7 SR #20181303F	2
			Tint shall be at 25% on Driver and Passenger windows.	
RRI	01-20-0100		Mirrors - OEM Standard	1
RRI			CAB INTERIOR OPTIONS	1
RRI	01-21-3500		Cab Insulation - Thinsulate in Cab Ceiling (STANDARD)	1
RRI			TIRES / WHEELS	1
RRI	01-23-4100	< >	Spare Tire Bracket - Delete Spare tire will be shipped loose.	1
RRI	01-24-2003		SS Wheel Simulators - Phoenix w/ Lug Nut covers, F-Series	1
RRI			== Type 1 - UM 168" Module, F-Series - 1.037 08/23/19 ==	1
RRI	00-00-0247	<	***** OUTSIDE GRAPHICS- 24/7 ***** HAVE PICTURES TAKEN PRIOR TO THE UNIT ENTERING THE FINAL LINE FOR GRAPHICS	1
RRI	00-05-0100	<	This unit built in accordance with KKK-A1822-F CN 10 This unit as specified meets all requirements of KKK-A1822-F Change notice 10. All cabinets shall be labeled as to their capacity Rating.	1
RRI			02 - MODULE REQUIREMENTS	1
RRI	02-01-7005	< >	Ultramedic - 168"L x 96"W Type 1 Module 19-1 Ultramedic I - 168"L x 96"W Type I Aisle width to be 46". The interior headroom shall be 72"	1
RRI	02-01-9500		Interior Headroom - 72"	1
RRI	02-01-9622	>	Standard Aisle Width = 46"	1
RRI	02-02-1000		Materials, Type I & Type III	1
RRI			03 - MODULE EXTERIOR	1
RRI	03-02-0200		Module Undercoating (STANDARD)	1
RRI			EXTERIOR MODULE CONSTRUCTION	1
RRI	03-03-1400	>	Module Roof Radius, 3 Inch High (STANDARD)	1
RRI	03-03-1500	>	Extreme Bonding Tape (STANDARD)	1
RRI	03-03-1600	>	Sub-floor Gusset Supports (STANDARD)	1
RRI	03-03-1700	>	One Piece Side Body Panels (STANDARD)	1
RRI	03-03-1800	>	Reinforce Rear Header (STANDARD)	1
RRI	03-03-1900	>	Single Sheet Module Roof Sheet (STANDARD)	1
RRI	03-03-2010	< >	Drop Curbside Forward Body Skirt - 5", Add Double Step, Light Duty Chassis Drop Curbside Forward Body Skirt, Add Double Step ahead of the Curbside Wheelwell - Drop curbside forward body skirt a total of 5 Inches lower than the rearward skirt and Incorporate a Double Step in the Side Entry Step well. Increase the depth of stepwell inboard as far as sub structure permits. Side surfaces to be Diamond Plate. Step surface to be a combination of NFPA Diamond Plate and removable 9" Grip Strut insert. The second step to be fabricated of NFPA Diamond Plate and installed so that the step surface is midway between the stepwell floor surface and the module floor (Ultramedic, Promedic only)	1
RRI	03-03-2110	>	Drop Streetside Forward Body Skirt - 5", Light Duty Chassis	1
RRI	03-03-8005		Fuel Fill - Standard Pocket -Square	1

ID	PART NO	S	DESCRIPTION	QTY
RRI	03-03-8305	<	Fuel Fill Protection Splash Plate, Stainless Steel- Type 1 Fuel Fill Splash Protection Plate	1
			- Stainless Steel fuel fill splash protection plate installed below Cast Products fuel fill bezel.	
			Sikaflex adhesive/sealant shall be used to mount the plate and to seal plate edges.	
RRI	03-03-8401		DEF Fill - Standard Pocket, For Ford F series	1
RRI	03-03-8510	< >	DEF Fill Protection Splash Plate, Stainless Steel DEF Fill Splash Protection Plate	1
			- Stainless Steel DEF fill splash protection plate installed below Cast Products fuel fill bezel.	
			Sikaflex adhesive/sealant shall be used to mount the plate and to seal plate edges.	
RRI			MODULE ENTRANCE	1
RRI	03-05-0150	>	Module Access - CS Door Relocated Forward ILOS	1
RRI	03-06-0100	<	Entry Doors - Hidden Hinge, Seal on Door ,W/Fail Safe Latching,STD This includes the Fail Safe Latching mechanisms on all three entrance doors.	1
RRI	03-06-0700		Door Restraints - Rear, Polished Cast Aluminum, Pin & Slot Style	1
RRI	03-06-0800	<	Door Restraints - Side, Heavy Duty Gas Spring Hold Opens Curbside Door Restraint - Heavy Duty gas spring hold opens. - Attached by 1/4" x 20 SS Machine Screws with 1/4" x 20 Nut Inserts into Corner Gusset in Door Side entrance door to open to 90+ degrees. (STANDARD)	1
RRI	03-06-1012		Entry Door Handles - TriMark 2015 Chrome/Black (includes interior handles)	1
RRI	03-06-1500		Door Panel, Inner - Stainless Steel (STANDARD)	1
RRI	03-06-2200		Magnetic Entry Door Switches (STANDARD)	1
RRI	03-06-4010	>	Lock Boxes, White Diamond Grade (STANDARD)	1
RRI	03-06-4200		Coil Cords for Electrical Circuits (STANDARD)	1
RRI	03-06-4400		Door Panel Mounting Screws (STANDARD)	1
RRI	03-06-5058	<	Door Flashers - (3) Whelen Red LED Strip Lights, (1) Per Entry Door (3) Whelen Red LED Strip Lights w/ internal flashers. - Installed on the module entrance doors, (2) on the outboard upper corners of the rear interior door panels and (1) on the outboard upper corner of the curbside interior door panel. Each light to flash when the respective door is opened.	1
RRI	03-06-6065	< >	Power Door Locks - Module Entry Doors,W/Hidden Switch Install power door locks in side and rear entrance doors. Includes (2) lock/unlock switches, one at side door and one at rear door. Also includes (1) hidden switch in rear license frame for unlock function only. System will be tied to OEM chassis power locks so that both systems operate as one. Does not include wireless remote. Note: Hidden Switch can be moved per dealer instructions. MAKE SURE THE STEALTH SWITCHES LOCK AND UNLOCK BOTH THE CHASSIS AND THE MODULE!	1
	03-06-60SR	X <	Stealth switch to Lock Electric Locks IATS SR #20181303F One (1) additional hidden stealth switch to the exterior of the vehicle to lock doors. Located in the rear license plate holder. Make sure switches are out of the way enough so the license plate fits properly! MAKE SURE THE STEALTH SWITCH UNLOCKS BOTH THE CHASSIS AND THE MODULE!	1

ID	PART NO	S	DESCRIPTION	QTY
RRI	03-06-6105	X	Intermotive CAN module for 2017+ FordF-series	1
RRI			SIDE DOOR STEP	1
RRI	03-08-2000		(2) Step Well, Side Entry - Increased Depth, Lower Grip, Upper Diamond Plate	1
RRI	03-08-3010		Stepwell Light - LED, Whelen OS Mini, Clear (STANDARD)	1
RRI			WINDOWS	1
RRI	03-09-0030		Module Window Requirements	1
	03-09-00SR	X <	Rear window perf to match rear chevron chevron on rear windows must match chevron colors and pattern on rear doors.	1
RRI	03-09-1110		Window - Side Entry Door, 18X18, Slider - Standard Glass	1
RRI	03-09-1210		Window - Rear Entry Doors, 18X24, Fixed - Standard Glass	1
RRI			MODULE TO CHASSIS MOUNTING SYSTEM	1
RRI	03-10-5000		Module to chassis mounting system-Light Duty I (10)	1
RRI	03-11-6000		Connecting Bellows, Type I	1
RRI			REAR BUMPER AND REAR STEP CONSTRUCTION	1
RRI	03-12-2100		Rear Bumper - Recessed 9" Flip-up	1
RRI	03-12-3020	< >	Bumper Pods, CPI Cast Aluminum w/RR Logo. (UM & PM) Cast Products Bumper Pods, High Polish Finish. Mounted on the outboard rear step bumper frame members. The CPI cast aluminum pod shall include a RR Logo embossed in the cast pattern on the step tread.	1
RRI			INSULATION	1
RRI	03-13-2220	< >	Whisper Quiet - Sound Dampening/Thermal Insulation Package (UM & PM) Whisper Quiet - Sound Dampening/Thermal Insulation Package. (ULTRAMEDIC AND PROMEDIC)	1
			Spray foam underbody insulation prior to undercoat application, full subfloor coverage where applicable. Includes curbside step well area.	
RRI			ELECTROLYSIS PREVENTION	1
RRI	03-14-4000	<	Electrolysis Prevention, Fluid Film (STANDARD) Fluid Film is used at Every Point Where the Mounting Process has the Propensity to Break Paint (STANDARD)	1
RRI			COMBINATION RUB RAIL AND FENDER RING	1
RRI	03-15-2000	<	Crash Rail and Fender Ring (STANDARD) Extruded Black Rubber Crash Rail and Fender Ring - The lower body Rub Rail/Crash Rail and Fender Ring to be Black extruded rubber. The rubber rail will be snap-on mount with no fasteners. The extrusion that the rubber rail fastens to will be secured to the body with aluminum rivets for ease of replacement. The lower body crash rail and the transition to the Fender Ring will have Polished Aluminum end caps. The extrusion to accept multiple color inserts. (STANDARD)	1
RRI	03-15-5110		White Scotchlite	1
RRI			SPLASH GUARDS AND RUNNING BOARDS	1
RRI	03-16-1521		Running Boards - Diamond Plate, Type I, 2017+ Ford (Standard)	1
RRI	03-16-1800	<	Mud Flaps - Rear, Black w/ RR Logo (Standard) Heavy Duty Rubber Mud Flaps w/ RR Logo - Heavy Duty Rubber Mud Flaps to be bolted to the wheel liner behind the rear duals with with 1/4" x 20 Stainless Steel bolts, washer and nylon locknut for ease of maintenance and repair (STANDARD)	1
RRI	03-17-1000	<	Drip Rails Polished Aluminum Drip Rails - Above All Doors, Entry and Compartment (Standard)	1
RRI	03-18-1000	<	Wheel well liners Aluminum Wheelwell Liners - Extending to Bottom of Skirt (Standard)	1

ID	PART NO	S	DESCRIPTION	QTY
RRI			CAB TO MODULE ACCESS	1
RRI	03-19-1100		Pass Thru Opening - Type I	1
RRI	03-19-4900	< >	Pass Thru Window, Type 1 Ford,GM or Dodge	1
			Delete pass thru window.	
RRI			LICENSE PLATE HOLDER	1
RRI	03-20-0510	< >	Rear License Holder Location - C/S Above Rear Kickplate	1
			Recessed in Bumper Pocket	
RRI			EXTERIOR COMPARTMENT CONSTRUCTION	1
RRI	04-01-0100		Exterior Compartment Construction, Heavy Duty	1
RRI	04-01-3000	<	Door Sill Protection, Stainless Steel. (STANDARD)	1
			Door Sill Protection - Install Stainless Steel sill protector on lower edge of all door frames to prevent paint damage. (STANDARD)	
RRI			EXTERIOR COMPARTMENT DOORS	1
RRI	04-02-0100		Compartment Door - Hidden Hinge, Seal on Door (UM)	1
RRI	04-02-0715	< >	Compartment Handles, Exterior - TriMark 2015 Chrome/Black (UM)	1
			TriMark Two-Point Cast w/Polished Chrome Paddle Handle and Housing, Locking and Non-Locking, with floating cam - Mounted in CNC Cut Opening in Each Compartment Door Skin w/OEM Clamp Assembly. (STANDARD ULTRAMEDIC)	
RRI	04-02-0741	< >	Compartment Handle, TriMark 2015 Chrome/Black, Street side, locking	1
			For single doors or Leading doors on the streetside.	
RRI	04-02-0751	< >	Compartment Handle, TriMark 2015 Chrome/Black, Curbside, locking	1
			For single doors or Leading doors on the curbside.	
RRI	04-02-0805	<	Compartment Door Locks - 2015 TriMark	1
			Compartment Door Handle Manual Locks. - All doors shall incorporate double cut, non-directional tumbler assemblies that are keyed alike (STANDARD)	
RRI	04-02-1000		Compartment Door Nader Pin - (STANDARD)	1
RRI	04-02-1200		Compartment Door Lubrication - Door Handles and Latches (STANDARD)	1
RRI	04-02-1300		Compartment Door Reflectors - (STANDARD)	1
RRI	04-02-1500		Magnetic Compartment Door Switches - (STANDARD)	1
RRI	04-02-2010		Compartment Door Panel, Inner - Diamond Plate (STANDARD)	1
RRI	04-02-2300		Compartment Door, Gas Struts - (STANDARD)	1
RRI	04-02-2500		Compartment Door Panel Mounting Screws - (STANDARD)	1
RRI	04-02-5999	>	Power Door Locks - Exterior Compartment(s)	1
RRI	04-02-6010		Exterior Compartment #'s 1, 2, 4, 6 & 8, Only	1
RRI	04-02-7000	<	Door Flasher(s) - Whelen Red LED Strip-Lite	1
			Top of the CS and rear access doors...and will flash when the respective door is opened.	
RRI	04-02-7006	<	Exterior Compartment - (6) Doors	1
			The lights shall be mounted on the outboard upper corner and will flash when the respective door is opened.	
			Except the comp #4 as the stairchair bracket would block the light- move that light to the top outer corner of the inner door panel.	
RRI	04-03-1500	<	Door Open Indicators, (STANDARD PC Electrical System)	1
			Door Open Indicators - Magnetic Proximity Switches located at the top of the compartment door / jamb will activate a door open indicator on the driver's control panel and activate the corresponding Interior compartment light. (STANDARD).	

ID	PART NO	S	DESCRIPTION	QTY
	04-03-15SR	X <	Audible and Visual Alarm For Compartment Open Doors Audible and visual alarm in the can when outside compartment doors are open.	1
RRI	04-03-2400	<	Compartment Lights - LED, Flexible Strip, (2) Vertical strips in each exterior compartment installed one on each side of the opening. The compartment 1 Lights will be also wired to Oxygen light switch in action area. REMOVE OXYGEN LIGHT SWITCH IN ACTION AREA	1
RRI			EXTERIOR COMPARTMENT INTERIOR	1
RRI	04-04-1000	<	Exterior Compartment - Interior Finish, Polyurethane Coated Exterior Compartment Interior Scorpion Rubberized Liner Color Choice. Scorpion rubberized polyurethane coating applied to the surfaces of ALL exterior compartment walls and dividers. Does not include slide out battery tray or mounting angles. Battery Tray to be raw aluminum.	1
RRI	04-04-1001		Color = Dark Gray	1
RRI	04-05-0001	<	Exterior Compartment Shelving and Unistrut - Standard All exterior shelving Unistrut shall be welded to the walls prior to any compartment wall finish. Where specified, exterior adjustable shelves shall be box pan formed of a minimum .125 inch Aluminum Diamond Plate and corners shall be welded. Shelves shall be infinitely adjustable, and securely mounted to heavy gauge aluminum Unistrut track. (Standard)	1
RRI	04-05-1000	<	Compartment Shelving - Diamond Plate (STANDARD) Diamond Plate Exterior Compartment Shelving. (STANDARD)	1
RRI			EXTERIOR - COMPARTMENT #1	1
RRI	04-06-0010	<	Electrical Storage - Compartment #1 #1 Compartment Electrical Storage - Recessed into the bulkhead side of compartment #1 shall be an enclosed area for the installation of miscellaneous electrical components. The aluminum cover for this area to be installed with 'J' molding The 'J' molding to be full length of panel on bottom and inboard side. Outboard side of panel to be secured with mechanical fasteners. (STANDARD)	1
RRI	04-06-0300	< >	Compartment #1 - Reduced Height Reduced Height of #1 Compartment or Upper Left #1 Cabinet - Reduce the height of the #1 compartment to accommodate AC unit relocated to above #1.	1
	04-06-1650	X <	Divider, Fixed - Compartment #1 -Standard To left of O2 bottle rack	1
	04-06-SR00	X <	2 inch aluminum retaining bar SR #20181303F Install a 1/4" aluminum flat bar, 2" H in the #1 compartment forward of O2 bottle for backboards (65 inches from floor) Wall #1 to Divider	1
RRI			EXTERIOR - COMPARTMENT #2	1
RRI	04-07-0600	<	Compartment #2 - Standard Configuration, (UM) #2 Compartment to be directly behind the #1 compartment and below the interior action area shelf on the street side of the module.	1

ID	PART NO	S	DESCRIPTION	QTY
			Dogleg in rear upper portion for Drawers under rear of Action Area.	
RRI	04-07-2610	<	Shelf Adjustable - Compartment #2 Standard (Ultramedic).	1
RRI			EXTERIOR - COMPARTMENT #4	1
RRI	04-09-3100	< >	Compartment #4 - Reduced Height, for Center Left 4 Cabinet Reduced Height #4 Compartment for Center Left #4 Cabinet Compartment to be the 41" H. This option will provide space for a Center Left #4 cabinet with sliding Plexiglas doors and (1) adjustable shelf.	1
RRI	04-09-4504		Shelf Adjustable , Compartment #4,For Reduced Hght Comp.	1
	04-09-4520	X	Shelf Adjustable - (1) Additional,Compartment #4	1
RRI	04-09-4985	< >	Equipment Strap - (1),Seat Belt Style, Metal Buckle (1) equipment restraint strap with quick release buckle Must pick Quantity if more than one is needed.	1
			Location: ABOVE STAIR CHAIR POCKET TO HOLD STAIR CHAIR	
	04-09-7000	X <	Stairchair Storage Pocket #4 CompartmentDoor MUST FIT STRYKER STAIR CHAIR	1
RRI			EXTERIOR - COMPARTMENT #6	1
RRI	04-11-0600	S <	Compartment #6 - Custom Configuration (UM) SR #20181303F Compartment width adjusted to 28.5" interior. With "L" style comp Wall Compartment to be Inside outside access to the entire wall #2 area from approx 10" above the floor.	1
	04-11-4510	X	Shelf Adjustable - Compartment #6	1
	04-11-4520	X <	Shelf Adjustable - (1) Additional,Compartment #6 Total of (3) shelves in the compartment 1st shelf at bottom of the Inside /outside access 2nd shelf within the inside outside access Top shelf approx 21" from top of compartment.	2
RRI	04-11-4635	< >	Equipment Strap - (1),Seat Belt Style, Metal Buckle- (Specify Location) (1) Seatbelt style strap with metal buckle. (Push button) (2) On the Inboard side of the #6 compartment shelves running at 1/3 and 2/3 width of the I/O access. Running from the top of the bottom shelf to the bottom of the top shelf and enclosing the center shelf from the Inside access. See CA drawings. (1) on the Inboard side of comp 8 top to bottom across the inside access midway in the opening.	3
RRI			EXTERIOR - COMPARTMENT #8	1
RRI	04-14-1400	S <	Compartment #8 -Custom - Moved aft of CS access SR #20181303F Inside outside access This cabinet include a 110 and 12v outlet	1

ID	PART NO	S	DESCRIPTION	QTY
RRI	04-14-14SR	X	Shelf, Adjustable compartment 8	1
		<	EXTERIOR - COMPARTMENT #8.5	1
			(2) batteries under hood	
RRI	04-15-0400	<	Compartment #8.5 - Drawer Style Battery Box Configuration Battery access door mounted slide out battery tray. The interior of the battery compartment to be made of SCORPION COATED ALUMINUM. Battery Tray to be raw aluminum.	1
RRI		<	INTERIOR TRIM AND FEATURES	1
			New Interior Trim - All cabinet and wall panel aluminum trim to be Gray anodized. (No Black trim to be used). All protective corner trim will be Opaque and will include a matching domed end cap. (STANDARD)	
			SECURE INTERIOR TRIM DOMED CAPS, THEY FALL OFF EASILY	
RRI			INTERIOR ADJUSTABLE SHELVES	1
RRI			INTERIOR TRIM	1
RRI	05-05-1000		Interior Trim - Standard	1
RRI			HEADLINER	1
RRI	05-06-1100		Ceiling Medical Device Rail (STANDARD)	1
RRI	05-06-1610		Headliner - PVC, White	1
RRI	05-06-1802	<	White LED Strip Lights, Ceiling Medical Device Rail. (UM & PM) Strip lights to stay on all the time...wired to dome lights. *****INTERIOR LIGHTING WILL NOT COME ON WHEN OPENING THE ENTRY DOORS***** Switch in rear AA and center console to turn interior lights on and off.	1
RRI	05-06-1902	<	Red/Amber LED Turn/Brake Strip Lights, Ceiling Medical Device Rail. (UM & PM) Red/Amber LED strip lights shall be installed in the Ceiling Medical Device Rail on both sides at the rear. Total length on each side to be 12". The lights shall be activated from the vehicle turn signals or brake light circuit to inform personnel in patient compartment when the vehicle is turning and braking.	1
	05-06-19SR	X	Switch, Additional, On/Off for Ceiling strip lights, on SS rear door SR # 20181303F The strip lights in the ceiling medical device rail are to be wired to a separate On/Off switch located on the interior street side rear entry door. Add a switch to the street side rear entry door.	1
RRI			FLOORING	1
RRI	05-07-1000		Aluminum Floor/Wall Cove Molding. (STANDARD)	1
RRI	05-07-1400		Stainless Steel Rear Threshold, 45 Degree Chamfered (STANDARD)	1
RRI	05-07-5000		Loncoin II Flecks Flooring Choice (STANDARD)	1
RRI	05-07-5003		Color - 157 Moonstone	1
RRI	05-07-6100		Curbside Stainless Steel Threshold, 4" wide, W/Safety Walk Anti-Skid Tape	1
RRI			HEAD BUMPERS	1
RRI			BACKRESTS	1

ID	PART NO	S	DESCRIPTION	QTY
RRI			Rear Entry Door Grab Bars	1
RRI	05-10-1301	<	Rear Entry Door Grab Bars - "L" Bars, 16" Anti-Microbial "L" Bars - 16" Anti-Microbial. 1.25" Diameter stainless steel "L" Bars mounted to each rear door. Approximately 16" wide by 24" high. Clear Anti-Microbial finish.	1
RRI	05-10-1401	<	Side Entry Door Grab Bars - "L" Bar - 19" Anti-Microbial "L" Bar - 19" Anti-Microbial. 1.25" Diameter stainless steel "L" Bars mounted to side entry door. Approximately 19" wide by 24" high. Clear Anti-Microbial finish.	1
RRI	05-10-1903		Ceiling Grab Rail - Center 108" Anti-Microbial	1
RRI			PLASMA HANGER	1
RRI	05-11-5600	<	IV Hangers - Perko IV Clips, #1309 Corner of U4 and U2.5	1
RRI	05-11-5602		Quantity (2)	1
RRI			INTERIOR STREETSIDE #1 - LEFT STACK and BULKHEAD	1
RRI	05-12-0200	< >	Upper Bulkhead Cabinet - Double Doors (STANDARD) Upper Bulkhead Electrical Cabinet, Double Doors - Install double hinged Kydex Thermoplastic or multi-spec (picked in the proper section of work order) doors with locking latch on the right hand door and center mullion on the left hand door on the standard upper bulkhead electrical cabinet. Must use M1 latches for CN 10 certification (STANDARD)	1
RRI	05-12-0250	< >	Left Stack - Storage Area #1. (STANDARD Ultramedic) Left Stack Radio/Inverter cabinet to include (1) adjustable shelf in upper section. Both sections shall have double solid aluminum, Kydex Thermoplastic or multi-spec (picked in the proper section of work order) covered doors with locking Latch on the upper doors and locking latch on the lower doors. Must use M1 latches for CN 10 certification (standard Ultramedic)	1
RRI	05-12-2070	<	Upper Left #1 Cabinet to house Relocated HVAC unit SO.U1.6414 Upper left #1 cabinet to house the HVAC. There shall be a cabinet above the #1 compartment to house the HVAC unit. This cabinet is to have (2) stainless steel access panels. These panels will be punched to provide venting for the HVAC return air. There shall be an interior access panel to the power distribution area that will be hidden by this cabinet. There shall be a heat A/C unit located above the #1 compartment.	1
	05-12-SR02	X <	Bulkhead, Flat ILOS No RF ALS due to Fwd CS Door With recess by CS door area for Partial recess of (2) 521 Brackets.	1
RRI			INTERIOR STREETSIDE #2 - ACTION AREA	1
RRI	05-13-0700		Medical Device Rail - Action Area Wall	1
RRI	05-13-1202	<	Cabinet - UL2 & UL2.5 Comb- Single Restock Cabinet w/Split Interior -NOT CN 10 The UL2 and UL2.5 cabinets shall share a single door with sliding doors and restocking feature. The interior of the cabinet shall be split into (2) sections with (1) adjustable shelf in each. The attendant switch panel and environmental controls shall be built into a separate 6" high section below the restocking door and tilted slightly down for ease of accessibility to the attendant.	1

ID	PART NO	S	DESCRIPTION	QTY
RRI	05-13-2300		> Countertop - Forward Action Area Only	1
RRI	05-13-2301		Avonite Stormy Gray, F1-9010 (STANDARD)	1
RRI	05-13-2650		< > Drawer - Lower Left-Specify Location,(under counter requires #2 modification Two drawers under rear end of Action area pulling into CPR side seat area. 12.5"WX3.5"HX16"D with non-locking slides See dimensions on drawings Drawers to have non-locking slides with gas strut assist to hold drawers open and closed. Use pull handles on all drawers.The gas strut will assist with holding the drawer in the open/closed positions.	2
	05-13-265S	X	Slides, Non- Locking 16", w/Gas assist	2
		X	INTERIOR STREETSIDE #3 - SEAT	1
	05-14-050S	X	< Streetside - CUSTOM configuration - CPR Area SR #20181303F CPR side seat area widened to 49.75" wide - No rear telemetry area.	1
	05-14-SR02	X	< Custom CPR seat Area SR #20181303R-1 EVS 1782P4B seat with 6 degree back, 4 point black Per4max belting and SB-8S base. ILOS MOUNT AT FINAL INSPECTION THIS IS A VERY SPECIFIC MEASUREMENT***CUSTOMER WILL NOT ACCEPT UNIT IF MOUNTED PRIOR TO INSPECTION	1
RRI			INTERIOR STREETSIDE #4 - REAR AREA	1
	05-15-00SR	X	< Modify U4 and C4 to accommodate for horizontal evaporator SR #20181369F Modify U4 and C4 to accommodate for horizontal evaporator. (see drawings attached)	1
RRI	05-15-1000		< Cabinet - Upper Left U4, Standard Configuration- NOT CN 10 Certified Upper left U4 cabinet with sliding Acrylic doors, restocking feature and (1) adjustable shelf.	1
RRI	05-15-4600		< > Cabinet -Center Left C4, 24"H x Full Depth w/ Sliding Doors -NOT CN 10 Certified Below the upper left U4 cabinet shall be a center left C4 cabinet with sliding Acrylic doors, approximately 24"H x Approx 17" D (due to shoreline) with (1) adjustable shelf and restocking feature.	1
	05-15-46SR	X	< Restocking feature added to Cabinet C4 SR #20181303F	1
RRI			INTERIOR CABINETS- SQUAD BENCH AREA	1
	05-16-SR03	X	< Custom Work Station Head of Squad Bench SR #20181303F Cabinet at the head of the squad bench with counter top and (3) drawers. (18"W X 4"H X 12"D) Drawers to open to fixed mounted Squad Bench seat. Drawers to have 18" non Locking slides with gas strut to hold drawers open. Use pull handles on all drawers.	1

ID	PART NO	S	DESCRIPTION	QTY
			Drawer face to be solid aluminum and finished to match the interior of the module. NOTE: The gas strut will assist with holding the drawer in the open/closed positions.	
			Custom work station must be widened to approx 10 inches over the wheel well. Reference sales drawings	
			(Drawer size was changed to 18" w x 12" D due to the cabinet being 46" vs. the 43" as on the CA's. In switching the drawers to 12" deep it gives the seated person more room)	
			This cabinet is to have a 110 and 12v outlets	
	05-16-SR04	X <	Inside Outside Access under workstation SR #2016762F Inside access to comp #8.	1
	05-16-SR05	X <	CS Upper Splint Cabinets SR #20181303F	1
			Custom splint cabinets to run from the curbside entry door to the interior of #6 compartment (3 different cabinet openings with no dividers) total dimension 68"W by 9"H by 8" deep Each section to have lift up Lexan doors with restocking feature, 2 pistons per door if room.	
	05-16-SR06	X	Gas struts for splint cabinet	1
	05-16-SR07	X <	Custom Squad Bench SR#20181303R-1	1
			(1) EVS 1782P4B seat with 6 degree back, 4 point black Per4max belting and SB-8S base. ILOS	
			MOUNT AT FINAL INSPECTION	
			THIS IS A VERY SPECIFIC MEASUREMENT***CUSTOMER WILL NOT ACCEPT UNIT IF MOUNTED PRIOR TO INSPECTION	
RRI			INTERIOR - BIOHAZARD	1
RRI	05-17-1000	>	DELETE - Standard Squad Bench "A" Bar Grab Bar	1
RRI	05-17-2000	>	Glove Butler(s)	1
RRI	05-17-2100	< >	Glove Butler (3) Total - Over Curbside Entry, Drop down Door (3) Glove Butler II glove boxes installed above the side module entrance door inside a cabinet with drop down door	1
			Must use M1 latches for CN 10 certification	
RRI	05-17-3000	S < >	Drawer - Waste and Sharps, Slide-out, Head of Squad Bench, 18" Slides Below the Drawers in the cabinet at the head of the bench. Pulls into Aisle.	1
	05-17-7400	X <	Locking Wall Mnt ForSharps,298516,Includes 5 QT Clear Kendall SHIP Loose for dealer/Customer install	2
RRI			ATTENDANT SEAT	1
RRI	05-19-0500	< >	Seat, Attendant, EVS 1880, Child safety, Comfort, Per4Max Belt-Black Mount towards streetside- Mount seat such that with the seat all the way to the rear on the base, the back of the seat is 1" from the L1/C1 cabinet.	1

ID	PART NO	S	DESCRIPTION	QTY
			MOUNT AT FINAL INSPECTION	
			THIS IS A VERY SPECIFIC MEASUREMENT***CUSTOMER WILL NOT ACCEPT UNIT IF MOUNTED PRIOR TO INSPECTION	
RRI	05-19-0501		Color - Ash Gray	1
RRI	05-19-6501		Attendant's Seat Base, EVS Swivel 2 Pos	1
RRI			INTERIOR COLORS	1
RRI	05-20-2000		Multi-Spec Interior Surfaces - ILOS	1
RRI	05-20-2001		Color - Misty Grey #6028,ILOS	1
RRI	05-20-5300	<	Upper Band Vinyl Color - Cabinets and Stitched Cushions Upper Band Vinyl Color Choice for cabinets and stitched cushions.	1
RRI	05-20-5326		Color - Stratford Smoke SF-74	1
RRI	05-20-5500		Lower Band Vinyl Color - Vacuum Formed Cushions	1
RRI	05-20-5502		Color - Ash Gray	1
RRI	05-20-9850		Polycarbonate Color Choice	1
RRI	05-20-9852	<	Polycarbonate, Clear 1/4" polycarbonate	1
RRI			MISC. INTERIOR OPTIONS	1
	05-21-00SR	X	Prewire for Knox Med Vault at CS rear	1
	05-21-00SS	X <	Cabinet on curbside wall next to U7 that is inside access only SR #20181369F Cabinet on curbside wall next to U7 that is inside access only, has area for knox box to be mounted after delivery and engel fridge. (see attached drawings) Cabinet only.	1
RRI	05-21-1320	<	Refrigerator - Engel Model MD14F, 12V Portable Note: Need to SR a location for this product.	1
RRI	05-21-1506	S <	2" Equipment strap,Quick Release,Seat belt Style, install Install in inside access under customer squad bench work station per drawing.	1
RRI	05-21-4000	<	Interior Cabinet Lights, LED Strip- White To include cabinets C4 and 7.75	1
RRI	05-21-4020	<	Upper Left Cabinets - 2, 2.5 ,4, 7 and 7.5 The upper band of cabinets only	1
RRI	05-21-5000		Squad Bench & Lower Left, 4 Inch Brushed Stainless Kickpanels (STANDARD)	1
RRI	05-21-8500	<	Cabinet Latch - Southco 2" Round, Stainless Locking- CN 10 -Rated at 10lbs (1) C1 (1) L1 (2) for Glove box storage (1) U7.75 (1) U7.5 (1) U7 (3) for drawers in HSB cabinet (1) for Biowaste drawer	11
RRI	05-21-8500	<	Cabinet Latch - Southco 2" Round, Stainless Locking- CN 10 -Rated at 10lbs (2) drawers under AA	2
RRI	05-21-8500	<	Cabinet Latch - Southco 2" Round, Stainless Locking- CN 10 -Rated at 10lbs (1) for Bulkhead power distribution cabinet	1
RRI	06-01-0100		General Wiring - General Harness Standard	1
RRI			COMMUNICATION	1

ID	PART NO	S	DESCRIPTION	QTY
RRI	06-06-0150	<	Antenna UHF/VHF - (2) Prewire, Standard two RG58AU low loss cables installed from the two-way radio cabinet to the ceiling of the module. Accessible be removing an interior light in the patient compartment ceiling. The interior light shall include an etched plastic label identifying the plate as the antenna access point. The cables shall route from the module roof to the lower section of the left stack/radio cabinet and be of sufficient length to allow routing to the cab console as an alternate radio installation location.	1
RRI	06-06-1600		Two Way Radio Routing Path Cab to Module. (STANDARD)	1
RRI	06-06-1700		Two Way Radio Prewire, 12VDC Power and Ground (STANDARD)	1
RRI			RADIO AND CLOCKS	1
RRI	06-07-5700	<	Clock - Digital , Intellitec Time Manager Location: Front bulkhead next to power dist cabinet. See drawings	1
RRI			07 - ELECTRICAL 12 VOLT DC	1
RRI	07-01-0010	<	Crct Pwr Accs.,Ign/Shrline,1-20 amp 12VDC to 2 locs,W/O,PD9130 chrgr (1) 10 amp lead shall be coiled up behind the A./A panel for future use. (1) 10 amp lead shall be coiled up behind the drivers seat in the cab, for future use. Note: This code will be used when an additional battery charger has already been installed, the PD9130 will not be used with this option.	1
RRI	07-02-1000		Voltmeter - Standard	1
RRI	07-02-1100	<	Alarm,Low Voltage,With Buzzer and Indicator,in cab console Indicator,in cab console	1
RRI	07-03-1000		Ammeter - for PC System	1
RRI			BATTERY SYSTEM	1
RRI	07-04-5305		Ignition Battery Shut off Timer, 5 minute, (Standard)	1
RRI	07-04-6600	<	Batteries, Additional - (2) AC Delco 1109C, Group 31, 735CCA Located in compartment 8.5 drawer. Two (2) OEM batteries will remain under hood	1
RRI	07-04-8600	<	Reserve Battery Back-Up System w/Isolator and Momentary Switch 500 Amp magnetic latching(bi-stable) relay automatically combines batteries during charging and isolates batteries when discharging and when starting engine. With remote switch (Aviation Style) in the "ON" position battery banks combine to provide more battery power in hard starting situations, with LED light indicating that batteries are combined. Batteries will remain combined for a preset amount of time depending on battery voltage levels and automatically disconnect.	1
RRI	07-05-0400	<	Batteries - Type I UM/PM, Ford or Dodge Ram (2) OEM (1) Additional,STD The two OEM batteries under the hood. One 735 CCA AC Delco additional battery shall be supplied by the manufacturer and located in the exterior compartment located below the right front ALS cabinet.	1
RRI	07-07-0400		Module Disconnect - PC System	1
RRI	07-08-0100		Battery Ground	1
RRI	07-09-6000		Battery Charger - Prewire only, 12V. (STANDARD)	1
RRI	07-10-1000	<	Power Outlets 12V, (2) Power Point Style, On with Ignition (STANDARD) (1) in Street side Medical rail in Action area (1) in CS work station - per drawing	1
RRI	07-10-5306	<	(6) Additional 12V Outlets, Direct to Battery (1) in action area medical rail (1) in CS work area medical rail (1) in front bulkhead next to 110 outlet (1) in the center console Drivers side (1) in the center console Passenger side (1) compartment #6 wall #1 upper for the Engel	1

ID	PART NO	S	DESCRIPTION	QTY
			cooler	
RRI	07-10-7225	<	Outlet, Kussmaul, USB Dual Port, 5VDC, 3 Amp output, switch panel location ILOS Located in the cab switch panel per Electrical Engineering	1
RRI	07-10-7250	<	Outlet, Dual USB Port, 5VDC, 2.1Amp output, IATS (1) CS Medical rail in CS work station (1) Action area medical rail (1) on cab console per customer layout.	3
RRI	07-10-7275	<	Outlet, Kussmaul, USB Dual Port, 5VDC, 3 Amp output, switch panel Style, IATS Location in the Action area switch panel. (2) on cab console per customer layout	2
RRI			FRONT CONSOLE	1
	08-01-00SR	X <	Custom Console SR #20181413F Custom console to fit in Ford chassis, black, radio and switches in the front, notch cut out on passenger side of console for MDT mount, notch for storage below radio, then cupholders, then two more notches for storage, wire basket mounted on wall at back of console for glove boxes. - see attached pictures for reference Custom console design only. Does not include install of any equipemnt or parts. Black vinyl wrap. ILOS	1
RRI	08-01-1601		Driver's Switch Panel/Radio Console - PC System, Standard, CN11	1
RRI	08-02-0500	S <	Driver's Control Panel - Carbon Fiber Graphics w/Visual Display, Carling Rocker Includes Carling rocker switches	1
RRI			ATTENDANT CONTROL PANEL	1
RRI	08-03-0500	<	Attendant's Control Panel - Carbon Fiber Graphics, Carling Includes Carling rocker switches	1
	08-03-2310	X <	Additional Rear Control Panel Curbside, PCSystem, Carbon Fiber Graphics Angled control panel above rear of squad bench work station (under the forward section of U7.5)	1
RRI	08-04-3904		Power Distribution - PC Board Electrical System 2015 (UM & PM)	1
RRI			EMERGENCY SYSTEMS - Ford F-Series	1
RRI			WARNING AUDIBLE - SIREN, SPEAKERS, AIR HORNS	1
RRI	09-03-1039		Siren Electronic - Whelen 295HFSC9, Dual Tone, Non Remote	1
	09-03-21SR	X <	Speakers (2) Federal Es100, ILOS SR #20181303F	1
			10143065	
			Bail mounted behind the bumper speaker cutouts	
RRI	09-05-0200		Backup Alarm (STANDARD)	1
RRI	09-06-0200		Emergency Sequencer/Load Manager (STANDARD)	1
RRI	09-50-1333	<	Visual Warning Front Upper - (5) "Cool Bar" (2) Front Wall Configuration Must pick proper lighting from menu.	1
RRI			AUXILLARY EMERGENCY LIGHTS	1
RRI	09-80-2110	< >	Warning Light Flasher - Vanner 9860GCPE - (STANDARD) PC System Only Vanner 9860GCPE Halogen/LED electronic flasher to power specified lights. Four flash Patterns avail.(Alternate flash, Triple burst, Quad burst, double burst.)	1

ID	PART NO	S	DESCRIPTION	QTY
			Standard will be dual Burst Flash unless otherwise noted. CUSTOMER WILL SEND FLASH PATTERN.	
			ONLY NEEDED FOR rear Flashers and Front M9 clear lights that are operating like brakes	
RRI	09-80-3300	X	Emergency Flashers Set to - KKK-A-1822F Flash Pattern (STANDARD)	1
			Whelen M-Series lighting	1
RRI	09-95-1504	<	Whelen M9 LED, w/Chrome Flange LED - WHITE (Internal Flasher) IATS Location: front of module on coolbar angles. These lights will work as emergency lights as well as independent scene lights. Set to steady burn and flash with external flasher - Primary only	2
RRI	09-95-1505	<	Whelen M9 LED, w/Chrome Flange - RED / Clear Lens (Internal Flasher) ILOS (1) center Front of coolbar- (2) on front upper outer corners Triple Flash 120 diagonal-Internal flasher Pri/sec (2) on rear upper outer corners Customer will choose flash pattern	5
RRI	09-95-1506	<	Whelen M9 LED, w/Chrome Flange - BLUE / Clear Lens (Internal Flasher) IATS Locations: front of module on coolbar each side of center Red light. Actionflash 150 Top Bot-internal flasher -Pri/Sec (2) on rear mid-height customer will choose flash pattern	4
RRI	09-95-1507	<	Whelen M9 LED, w/Chrome Flange - AMBER / Clear Lens (Internal Flasher) ILOS Center rear ILOS Pinwheel - variable Speed- Internal flasher- Pri/sec	1
RRI	09-95-1509	<	Whelen M9 LED, w/Chrome Flange - RED/BLUE Split Clear Lens (Internal Flasher) ILOS Place red forward and blue aft on sides, Red inboard -Blue outboard on rear. Locations: (2) each side in upper outer corners- Actionflash 150 left/right Internal flasher- Pri/Sec	4
RRI	09-95-3405	<	Whelen M6 LED, w/Chrome Flange - RED / Clear Lens (Internal Flasher) IATS IATS Located on front grill- Top on Pass , Bottom on driver Com alert 150 - solid - will want both blue lights to flash at the same time in the grill - making an X pattern, on internal Flasher	2

ID	PART NO	S	DESCRIPTION	QTY
			- Primary only	
RRI	09-95-3406	<	Whelen M6 LED, w/Chrome Flange - BLUE / Clear Lens (Internal Flasher) IATS Location: (1) each side of module over rear wheel wells as intersector Cylon - variable speed on internal flasher- Pri/sec	2
RRI	09-95-3406	<	Whelen M6 LED, w/Chrome Flange - BLUE / Clear Lens (Internal Flasher) ILOS Located on front grill- Top on Driver side , Bottom on Pass side Com alert 150 - solid - will want both blue lights to flash at the same time in the grill - making an X pattern, on internal Flasher - Primary only	2
RRI	09-95-3409	<	Whelen M6 LED, w/Chrome Flange - RED/BLUE Split Clear Lens (Internal Flasher) IATS Location: One (1) on left side of Ranch Hand bumper One (1) on right side of bumper	2
RRI			EXTERIOR AUTOMOTIVE LIGHTING	1
RRI	10-01-1050	<	Tail Lights, Brake/Turn - Whelen M6-Series LED, Must pick housings or flanges.	1
RRI	10-01-1240	<	Back-up Lights - Whelen M6-Series LED Rear, New Code	1
RRI	10-01-2010		Marker/Clearance Lights, Front - Whelen OS Mini LED, Amber	1
RRI	10-01-2110		Marker/Clearance Lights, Side and Rear - Whelen OS Mini LED, Red/Amber	1
RRI	10-01-3002		Chrome Flange,(1) Whelen M6 (Standard M6)	6
RRI	10-01-5020		Outboard Rear Flashers, Wired to OEM Brake Lights (STANDARD)	1
	10-01-8010	X <	Relocate Brake/Tail & Backup Lights to rearDiamond Plate, Amber Turns above. Turn Signal to be on rear of Body above kickplate. Brake light and Backup to be side by side in kick plate outboard, Backup inboard of Brake.	1
RRI			FLOOD AND LOAD SYSTEMS	1
RRI	10-02-1020		Scene Lighting - (4) Whelen M9 Series Super LED	1
RRI	10-02-2020		Rear Load Lights - (2) Whelen M9 Series Super LED	1
RRI	10-02-3010		Lighting Operation - Side Scene, Rear Load and Back-Up Lights, Standard	1
	10-02-3130	X	Lighting operation, Feature - Scene & Load, auto reset	1
RRI			Cab Entry - Lighting	1
	10-02-SR01	X <	LED Strip Lighting Under Rear Bumper SR #20181303F to activate when rear doors are open- Ignition Hot Amdor Luma Bar H2O Ground Lights AY-9500-020	1
	10-02-SR03	X <	LED Strip light under curbside entry door SR #20181303F To activate when the Curbside door is open- Ignition Hot	1

ID	PART NO	S	DESCRIPTION	QTY
			Amdor Luma Bar H2O Ground Lights AY-9500-020	
	10-02-SR04	X <	LED Strip light under both Chassis Running Board SR #20181303F To activate when appropriate chassis door is opened- Ignition Hot Amdor Luma Bar H2O Ground Lights AY-9500-020	2
	10-02-SR05	X <	LED Strip light under body, Amdor Lumi Bar H2O, 20" SR #20181303F (2) under the front section streetside in front of the rear wheels (1) under the rear section streetside behind rear wheels (1) under rear section CS behind rear wheels (1) Under front section Curbside between CS access door and rear wheels Each light to activate with the compartment door directly above it.	5
	10-02-SR06	X <	Switching Ground lights SR #20181303F All Lumi bar H2O lights to activate with one switch on the center console (ground light switch) as well as each one to activate with the appropriate compartment, or access door is opened. USE Kinequip Ground Light Flasher	1
RRI			INTERIOR LIGHTING - CEILING	1
RRI	11-01-1400	<	Dome Lights - (11) Kinequipe 8" Round LED The interior lighting system shall consist of (11) Kinequipe 8" Round LED Dome Lights fixtures in the following configuration: (3) Cot lights In the medical device rail over the primary cot (2) Bench lights over the squad bench (3) Dome lights Streetside (1) Dome light Curbside over head of squad bench (1) Dome light Curbside rear (1) Dome Light over the walkway The four outside corner lights and the (1) light over the CPR seat area and the (1) over the walkway shall be designated module dome lights and be activated when the side or rear module entrance doors are opened or by a three-way circuit allowing these lights to be turned on and off from cab or module. The lights over the primary cot and squad bench shall have switches in the module that will allow independent high/low/off control. DOME LIGHTS NOT TO TURN ON WHEN REAR DOORS ARE OPEN, DOME LIGHTS WILL BE CONTROLLED BY SWITCHES.	1
	11-01-14SR	X <	Dome Light - (1) Kinequipe 8" Round LED , IATS SR #20181303F over CS entry- Tie into the CS Dome light circuit for control DOME LIGHTS NOT TO TURN ON WHEN REAR DOORS ARE OPEN, DOME LIGHTS WILL BE CONTROLLED BY SWITCHES.	1
	11-01-15SR	X <	Dome Light Controlled By Switches SR# Dome lights not to turn on when rear doors are open. Controlled by switches on side and rear doors.	2

ID	PART NO	S	DESCRIPTION	QTY
RRI	11-01-9000	<	Timer -15 minute- Restocking (STANDARD) The momentary Timer switch shall be located on the curbside wall near the side entrance door.	1
RRI			SPOTLIGHTS / HANDHELD LIGHTS	1
RRI	11-02-1998		Delete Standard Handheld Spotlight	1
RRI			ATTENDANT LIGHT	1
RRI	11-03-1010		Attendant Light - 6" x 14" Diffusion Plate Light (Standard)	1
RRI			SHORELINE INLET	1
RRI	12-01-5400		Shore Inlet - Kussmaul Super Auto-Eject, 20Amp	1
RRI	12-01-6400		Kussmaul ,Eject, Cover, 15 or 20A, Yellow	1
	12-01-8100	X <	(2) Shore Indicators, "ON" Green IndicatorLight (1) for 20 amp (1) for 30 amp	2
	12-01-SR01	X <	Shoreline Located above #4 compartment SR #20181303F relocate both 20 amp and 30 amp shoreline above the ext #4 compartment	1
RRI	12-02-0200	<	Receptacles, Interior - 125V-15A (1) Action Wall, (1) Right Stack (1) action area (1) cab console Passenger side forward	1
RRI	12-02-2050	<	Receptacles, Interior - (1) Additional 125V-15A, Action Area Wall at the front of the CS medical rail.	1
RRI	12-02-2101	< >	Receptacles, Interior - (1) Additional 125V-15A, Surface Mount, Custom Location (1) in the # 6 compartment mounted above the top shelf on wall #1 (wall closest to cab) (surface mounted) (2) mounted below the pass-through window (all surface mounted)	3
RRI			POWER SUPPLY - 125VAC	1
RRI	12-03-1110		Inverter Charger - Vanner 1050W, Indicator on Console	1
RRI			ENVIROMENTAL CLIMATE CONTROL SYSTEM	1
	13-01-01SR	X <	Re-Usable Air Filter for HVAC SR # 20181303F (SO.FLTR.1R5022) install a re-usable air filter at the top of the plenum in the AC cabinet. Make the filter easily removable for routine cleaning by the end user.	1
RRI	13-01-1200		HVAC - Central Air Flow Discharge (UM & PM)	1
RRI	13-01-2000		Climate Control - Standard (UM & PM)	1
RRI	13-02-0210		Exhaust Fan, Relocate - 100CFM, Behind #2.5 Cabinet	1
RRI	13-02-5302	<	HVAC Base System - Hoseline, Ford F-series PC ELEC SEE 110/12 Volt Combo unit	1
	13-02-56SR	X <	110/12v AC combo system with brushless blower motor SR #20181369F 110/12v AC combo system with brushless blower motor 110/12V HVAC Aux Front Wall COOLBAR - Hoseline with brushless motor . 12V and 110V to run through the condenser. Includes 30 amp shore line	1
RRI	13-02-9050	S < >	Relocate Heat/AC to Above the #1 Compartment SR #20181369F Without ducted HVAC Relocate the HVAC to cabinet above the #1 compartment. Unit to blow out the face of the	1

ID	PART NO	S	DESCRIPTION	QTY
			cabinet. Non ducted system.	
RRI	13-03-1000		Return Air System	1
RRI	13-03-2000		Return Air Central Plenum	1
RRI	13-03-3000		Heat /AC Cabinet	1
RRI			COT MOUNTING PROVISIONS	1
RRI	14-01-1010		Cot Mounting - Hardware	1
RRI	14-01-1110		Post & Wheel Cups - None (STANDARD)	1
RRI	14-01-1210		Safety Hook - Ship Loose	1
RRI	14-01-1230		Safety Hook - Stryker with bolts, Shipped Loose	1
RRI	14-01-1622	<	Stryker Power Load/ Performance Load -Floor Plates and Wiring for Future Install	1
			Additional floor structure for future installation of a Stryker #6390 Power-LOAD system or 9392 Performance Load.	
			Includes pre-wire which will terminate under the attendant's seat	
	14-01-16SR	X <	Customer Supplied Powerload SR#	1
RRI	14-01-3097		Center Mount	1
RRI			OXYGEN AND AIR SYSTEMS	1
RRI	14-02-0050		Oxygen System - PC System	1
RRI	14-02-1000		O2 Cylinder Wrench - (STANDARD)	1
RRI	14-02-2000		O2 Cylinder Bracket - Zico #QR-MV (STANDARD)	1
RRI	14-02-3000		O2 Control - Electric with Manual Bypass on Action Wall. (STANDARD)	1
RRI	14-02-3150		Oxygen Regulator, 50 PSI Preset	1
RRI	14-02-4000	<	O2 Outlets - Ohio Style, (2) Action Wall, (1) Squad Bench (STANDARD)	1
			Curbside O2 in rear of CS Medical rail	
RRI	14-02-4211		O2 Outlet, Additional - Ohio Style in Ceiling	1
RRI	14-02-6120	< >	O2 Cylinder Holder - (2) FW-521 Universal recessed into the Front bulkhead by CS door.	1
RRI			VACUUM SYSTEM	1
RRI	14-03-1010	< >	Suction System - SSCOR On-Board (STANDARD)	1
			Conforms to J3043 requirements	
RRI			MISC MEDICAL	1
RRI	14-04-1000	<	Fire Extinguisher - 5# (ABC) w/ Mounting Bracket. (STANDARD)	1
			HD Amerex Bracket #861H with Amerex 5LB fire extinguisher.	
RRI			PAINT AND FINISH	1
RRI	15-00-0100		Road Rescue Paint Process - Standard	1
	15-01-4010	X <	Module Paint - Roof to be Painted White	1
			Roof skin only	
	15-01-SR02	X <	Custom Paint To match existing fleet	1
			SR #20181303F	
			Paint Codes for sprayouts: ARE Approved.	
			Blue: FLNA 92772	
			Yellow: FLNA 10707	
			Yellow on bottom and Blue on top- To include two QRS Waves on each side of the module. Rear of module to be all YELLOW. Cab paint break to be just under windows.	
			(SEE PHOTO"S)	

ID	PART NO	S	DESCRIPTION	QTY
RRI			GRAPHICS AND LETTERING	1
RRI	15-02-8300		Chevron Striping - Entire Rear	1
RRI	15-02-8306	<	Material - 6" Diamond Grade - Specify Colors Colors to be Blue/yellow	1
	15-02-SR01	X <	Custom Star of Life 16" Custom "Texas Flag" Star of life at bottom of CS access door and Custom "American Flag" star on the #1 compartment door	2
	15-02-SR02	X <	Custom Graphics to match existing fleet SR #20181303F	1
			Lettering, Striping, Graphics and Rear Chevrons This will be done by 24/Seven	
			Red 2" reflective stripe on the paint edge. Unit number 282 on the cab front fender each side just forward of door	
			City of Schertz door seals on both cab doors	
			"SCHERTZ" in Yellow lettering over EMERGENCY MEDICAL SERVICES On Both sides of module between the Side scene lights in the Blue painted area	
			1" Yellow (TX094004) at the top of the CS access door and on the other side. (One license number on each side)	
			"DIAL" "9-1-1" On the lower part of the #4 and #6 compartments in Blue lettering.	
			On rear doors Below door handles "SCHERTZ" (make sure the name SCHERTZ is all leveled. DO NOT make the S larger than the rest of the letters) "EMS" in Blue on the Yellow Paint	
			Two 4" Stars of life above "SCHERTZ" even with door handles	
RRI	15-03-3900		RR Badge Logos (STANDARD)	1
RRI	15-03-4000		RR Logos and Model Name (STANDARD)	1
RRI	15-03-4001		Ulramedic - Black Logos	1
RRI	15-04-1000		Nomenclature Plaques. DIESEL. (STANDARD)	1
RRI			16 - REFERENCES AND STANDARDS	1
RRI	16-01-0200		Owner's Manual (STANDARD)	1
RRI	ZZ-ZZ-0A00	<	Indemnification Statement The purchaser agrees to defend, indemnify and hold Rev Ambulance Group harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to the purchased products OR use of product for purposes it was not designed or intended for.	1
RRI			== Dealer Provided - EMS Equipment - 1.037 08/23/19 ==	1

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Executive Team
Subject: Resolution No. 19-R-163 - Consideration and/or action to approve the appointment of Dudley Wait to the Board of Directors Place D-1 and Tim Clark to the Board of Directors Place D-2 of the Schertz Seguin Local Government Corporation, and other matters in connection therewith. (C. Kelm/A. Beard)

BACKGROUND

The Schertz Seguin Local Government Corporation (SSLGC) was formed in 1999 to provide drinking water to the cities of Schertz and Seguin. SSLGC has a five-member board each with a five-year term. The member cities alternate filling the five seats with one of them expiring each year.

At the end of December 2019, the City of Schertz will need to appoint a resident to the Positions of D-1 and D-2. Dudley Wait is currently filling the remaining term of D-2 vacated by Andrew Hunt and Charles Kelm previously. Appointing Mr. Wait to the position of D-1 will allow him to serve a full five-year term and potentially as the Board President for the 2020 year.

GOAL

To appoint Dudley Wait to the Board of Directors filling Place D-1 and Tim Clark to the remaining term of Place D-2 of the Schertz Seguin Local Government Corporation (SSLGC).

COMMUNITY BENEFIT

Appoint Mr. Wait and Mr. Clark the Board will ensure the City of Schertz's interest are represented within the SSLGC.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approving the appointment of Dudley Wait to the SSLGC Board of Directors filling Place D-1 and Tim Clark to the remaining term of Place D-2.

FISCAL IMPACT

There is no fiscal impact to this appointment to the City General Fund.

RECOMMENDATION

Staff recommends approving Resolution No. 19-R-163 approving the appointment of Dudley Wait to the SSLGC Board of Directors filling Place D-1 and Tim Clark to the remaining term of Place D-2.

Attachments

Resolution 19-R-163

RESOLUTION NO. 19-R-163

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPOINTING DUDLEY WAIT TO THE BOARD OF DIRECTORS PLACE D-1 AND TIM CLARK TO THE BOARD OF DIRECTORS PLACE D-2 OF THE SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, City Council appoints individuals to the Schertz Seguin Local Government Corporation (SSLGC) Board of Directors Place to represent the City; and

WHEREAS, in December 31, 2019, Robin Dwyer, Resident of Seguin, will complete his five year term on the SSLGC Board of Directors in position D-1; and

WHEREAS, the positions of the SSLGC Board of Directors alternate between the two Cities to be filled; and

WHEREAS, the City staff of the City of Schertz (the "City") is recommending that the City appoint Dudley Wait to serve on the Schertz Seguin Local Government Corporation ("SSLGC") Board of Directors Place D-1 for the term of January 1, 2020 through December 31, 2024; and

WHEREAS, the City staff of the City of Schertz (the "City") is recommending that the City appoint Tim Clark to serve on the Schertz Seguin Local Government Corporation ("SSLGC") Board of Directors Place D-2 for the term of January 1, 2020 through December 31, 2021; and

WHEREAS, the City Council has determined that it is in the best interest of the City to appoint Dudley Wait to the SSLGC Board of Directors Place D-1 for the Term of the position and Tim Clark to the SSLGC Board of Directors Place D-2 for the remaining Term of the position;

THEREFORE,

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

Section 1. The City Council hereby appoints Dudley Wait and Tim Clark to serve on the SSLGC Board of Directors in the positions D-1 and D-2, respectively.

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 3rd day of December, 2019.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Executive Team
Subject: Resolution No. 19-R-159 - Consideration and/or action approving a Resolution authorizing a request for a Schertz Main Street Area Historic Preservation Grant for 802 Main Street. (B. James)

BACKGROUND

In January of 2015, City Council approved Resolution 15-R-03 establishing the Historical Incentive Program for the Main Street Area in order to facilitate the preservation of historic structures to promote the economic vitality of the Main Street area as a tourist destination, the City of Schertz is offering incentives that will serve to improve existing properties and businesses within this area. Council subsequently modified the program via Resolution 16-R-37 to eliminate the requirement that properties be designated as Landmark Properties and to slightly expand the area eligible for the grant. The resolution established details of the program including eligibility requirements, and draft funding agreement.

The program provides matching funds up to \$20,000 per property to go towards the cost of renovations. The aim of the program is to protect, enhance, and preserve the historic resources and landmarks which represent distinctive element of the City of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners an incentive for protecting their property; stabilize and improve property values; foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education and general welfare of residents, and strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

The owner of the property at 802 Main Street, Cal-For Properties, LLC, is applying for a grant for proposed work to the structure. The owner is at this time proposing to renovate the structure to use as a single family residence due to site constraints – this renovation includes major systems, electrical and plumbing, as well as general renovations to make the structure usable – flooring, drywall, bathroom fixtures, counters, doors etc. He has provided an attached estimate of cost of work, broken down by materials and labor. The estimate is under the maximum amount for which the City will provide a matching grant. The grant is a 1:1 grant, with the City providing up to \$17,531.19. If the owner spends less than the estimated \$35,062.38 the amount of the match from the City would be reduced. The match from the City is paid after the work is complete, though the monies can be paid in increments after elements of the project are complete.

GOAL

Promote the history and culture of the City of Schertz to tourists and residents.

COMMUNITY BENEFIT

Recognize structures of significance to the community's past.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 19-R-159 approving the Schertz Main Street Area Preservation Incentive Grant for up to \$17,531.19 subject to the applicant entering into the incentive agreement with the City.

FISCAL IMPACT

Up to \$17,531.19 from the Hotel Occupancy Tax Funds.

RECOMMENDATION

Approval

Attachments

SHPC Staff Report
Resolution 19 R 159
Grant Agreement

SHPC MEMORANDUM

SHPC:	November 14, 2019
Department:	Development Services
Subject:	Consideration and/or action approving a Request for a Historical Incentive Program for the Main Street Area grant for 802 Main Street. (B. James/B. James)

BACKGROUND

In January of 2015, City Council approved Resolution 15-R-03 establishing the Historical Incentive Program for the Main Street Area in order to facilitate the preservation of historic structures to promote the economic vitality of the Main Street area as a tourist destination, the City of Schertz is offering incentives that will serve to improve existing properties and businesses within this area. Council subsequently modified the program via Resolution 16-R-37 to eliminate the requirement that properties be designated as Landmark Properties and to slightly expand the area eligible for the grant. The resolution established details of the program including eligibility requirements, and draft funding agreement.

The program provides matching funds up to \$20,000 per property to go towards the cost of renovations. The aim of the program is to protect, enhance, and preserve the historic resources and landmarks which represent distinctive element of the City of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners an incentive for protecting their property; stabilize and improve property values; foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education and general welfare of residents, and strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

The owner of the property at 802 Main Street, Cal-For Properties, LLC, is applying for a grant for proposed work to the structure. The owner is at this time proposing to renovate the structure to use as a single family residence due to site constraints – this renovation includes major systems, electrical and plumbing, as well as general renovations to make the structure usable – flooring, drywall, bathroom fixtures, counters, doors etc. He has provided an attached estimate of cost of work, broken down by materials and labor. The estimate is under the maximum amount for which the City will provide a matching grant. The grant is a 1:1 grant, with the City providing up to \$17,531.19. If the owner spends less than the estimated \$35,062.38 the amount of the match from the City would be reduced. The match from the City is paid after the work is

complete, though the monies can be paid in increments after elements of the project are complete.

The two largest expenses are for electrical work and plumbing. While the applicant has included costs associated with remodeling the bathroom and kitchen, the costs seem reasonable. The City has a concern with providing monies for high end finishes, which is not what is proposed in this case. Additionally, the City would not recommend approval of some of these items on their own, counters and doors, if they were not part of a larger renovation. The applicant has completed some window work to secure the building and seal it from the elements. Aside from repairs to the siding and roof, most of the exterior work is minor. The proposed color scheme for painting is similar to what exists today.

The Guadalupe County Appraisal District records do not show a date for the improvements, but based on an inspection of the building by the Chief Building Official, he estimates the structure to be from the 1930's or 1940's (over 50 years old). Additionally, an aerial photo from 1951 shows what appears to be the current structure on the property. Based on this evidence, staff is confident the structure is more than 50 years old. The property is located in the Main Street Incentive Area, and taxes must be current prior to paying the grant.

Goal

Promote the history and culture of the City of Schertz to tourists and residents.

Community Benefit

Recognize structures of significance to the community's past.

Summary of Recommended Action

Staff recommends approval of the Schertz Main Street Area Preservation Incentive Grant for up to \$17,531.19 subject to the applicant entering into the incentive agreement with the City.

FISCAL IMPACT

Up to \$17,531.19 from the Hotel Occupancy Tax Funds.

RECOMMENDATION

Approval

ATTACHMENT

Grant Expenses Sheet
Photo of Property

Material and Labor for 802 Main Street, Schertz

<u>Item</u>	<u>Material Cost</u>	<u>Labor Cost</u>	
Siding	\$980.00	\$950.00	
Drywall	\$1,060.00	\$2,400.00	
Paint	\$932.00	\$950.00	
Doors	\$2,735.00	\$750.00	
Window Blinds	\$360.00	\$120.00	
Lights	\$845.00	\$460.00	
Laminate Floor	\$3,030.00	\$1,500.00	
Remodel Bathroom	\$1,675.00	\$1,950.00	
Kitchen Cabinets	\$1,700.00	\$800.00	
Kitchen sink	\$120.00	\$30.00	
Appliances	\$2,400.00	\$350.00	
Water Heater Tank	\$400.00	\$120.00	
Electrical Work Santos Electrical		\$3,200.00	
Plumbing Work A Drian's Plumbing		\$5,000.00	
Window Repairs Morris Glass Company		\$245.38 Completed	
Sub-Totals	Materials \$16,237.00	Labor \$18,825.38	TOTAL \$35,062.38

Renovation List for 802 Main Street- Total Cost \$35,062.38

Exterior

- 1- Siding
- 2- Painting
- 3- Exterior Lights
- 4- Exterior Doors & Hardware (Front, Back, Door to Garage, and Overhead Door)
- 5- Window Solar Screens
- 6- Rear Deck (Smaller)
- 7- Landscaping

Living Room

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Light & Fan Combo
- 6- Sliding Barn Doors (2)
- 7- Laminate Wood Flooring

Hallway

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Can Lights
- 6- Laminate Wood Flooring

Dining Room

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Light
- 6- Laminate Wood Flooring

Kitchen

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Lights
- 6- Laminate Wood Flooring
- 7- Cabinets & Countertops, Sink, Disposal, Fixtures
- 8- Refrigerator, Stove, Microwave, Dishwasher (USED)

Laundry & Pantry

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Can Lights
- 6- Tile Flooring
- 7- Sliding Barn Door
- 8- Hot Water Heater and Closet
- 9- Shelving

Main Bathroom

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Lights & Exhaust Fan
- 6- Tile Flooring
- 7- New Shower Area
- 8- Toilet
- 9- Vanity, Sink, Mirror, Fixtures
- 10- Linen Closet

Master Bedroom

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Light & Fan Combo
- 6- Laminate Wood Flooring
- 7- Expand Closet Area with Sliding Barn Door
- 8- Interior Door

Bedroom #2

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Light & Fan Combo
- 6- Laminate Wood Flooring
- 7- Expand Closet Area with Sliding Barn Door
- 8- Interior Door

House Systems

- 1- Redo Electrical (See Quote from A Drain's Plumbing)
- 2- Redo Plumbing (See Santos Electric's Quote)
- 3- HVAC Checked & Tune-Up



802 Main



Main Color



Trim Color



Photo of a different house with the Tuscan Olive Main Color and a similar trim color.

RESOLUTION NO. 19-R-159

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A HISTORICAL INCENTIVE PROGRAM FOR THE MAIN STREET AREA GRANT FOR 802 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

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

WHEREAS, Stabilize and improve property values; and

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

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

WHEREAS, the City Council approved the Historical Incentive Program for Main Street;

WHEREAS, the Schertz Historic Preservation Committee is in support of this program and recommended approval of the grant request for 802 Main Street for up to \$17,531.19;

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

Section 1. The City Council hereby approves the Schertz Main Street Area Preservation Incentive Program grant request for 802 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

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

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

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

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

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

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

PASSED AND ADOPTED, this 3rd day of December 2019.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Exhibit A

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

**HOTEL TAX FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ,
TEXAS AND Cal-For Properties, LLC FOR EXPENDITURE OF HOTEL OCCUPANCY
TAX FUNDS**

This Hotel Tax Funding Agreement (AGREEMENT) is made and entered into by and between the City of Schertz, Texas (CITY) and Cal-For Properties, LLC, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to redevelop the property at 802 Main Street (the "Project"); and

WHEREAS, the City collects Hotel Occupancy Taxes; and

WHEREAS, Hotel Occupancy Taxes may be used only to promote tourism and the convention and hotel industry as limited by the specific purposes as provided for in Texas Tax Code Section 351.101; and

WHEREAS, the City of Schertz finds that promoting the enhancement and perpetuation of structures of historical importance and significance are necessary to promote the economic, cultural, educational and general welfare of the public; and

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

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

WHEREAS, in order to facilitate the preservation of historic structures to promote the economic vitality of the Main Street area as a tourist destination, the City of Schertz is offering incentives that will serve to improve existing properties and businesses within this area.; and

WHEREAS, the City Council hereby finds and determines that the Project to be funded herein promotes tourism and the convention and hotel industry through historical restoration and preservation; and

WHEREAS, the City Council of the City of Schertz desires to provide Hotel Occupancy Tax revenues to Cal-For Properties, LLL. (ENTITY) for up to \$17,531.19 or half of the estimated \$35,062.38 Project cost.

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

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the ENTITY for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of the City of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; stabilize and improve property values; foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents, and strengthen the economy of the city by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support and stimulus to businesses.

Section 2. Obligation of the ENTITY. The ENTITY shall use all of the awarded funds provided by the CITY in accordance with Chapter 351 of the Texas Tax Code, the ENTITY'S funding request, and the attached Exhibit "A".

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

Section 4. Authorization of Payment. Subject to the ENTITY'S satisfactory performance and compliance with the terms of this AGREEMENT, the CITY agrees to pay the ENTITY up to fifty percent (50%) of the Project from hotel occupancy tax funds. Payment will be made within forty-five (45) days of acceptance of the complete Post Event Report. Partial or incomplete reports will not be accepted. Only expenditures that meet Chapter 351 of the Tax Code and this AGREEMENT shall be reimbursed.

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

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

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

Section 8. Indemnification. The ENTITY agrees to defend, indemnify and hold harmless the CITY, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the ENTITY's breach of any of the terms or provisions of this AGREEMENT, or by any negligent act or omission of the ENTITY, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this AGREEMENT; except that the indemnity provided for in this paragraph shall not apply

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

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

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

to the CITY at:

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

To Cal-For Properites, LLC. at:
Attention: Kevin Calcote and Robert Ford Owner
264 Brush Trail Bend
Cibolo, Texas 78108

MISCELLANEOUS

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

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

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not

assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

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

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

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

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

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

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

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 2019.

CITY OF SCHERTZ, TEXAS

ENTITY

City Manager

Kevin Calcote, Owner

Robert Ford, Owner

ATTEST:

City Secretary

(Title)

EXHIBIT A

Renovation List for 802 Main Street- Total Cost \$35,062.38

Exterior

- 1- Siding
- 2- Painting
- 3- Exterior Lights
- 4- Exterior Doors & Hardware (Front, Back, Door to Garage, and Overhead Door)
- 5- Window Solar Screens
- 6- Rear Deck (Smaller)
- 7- Landscaping

Living Room

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Light & Fan Combo
- 6- Sliding Barn Doors (2)
- 7- Laminate Wood Flooring

Hallway

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Can Lights
- 6- Laminate Wood Flooring

Dining Room

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Light
- 6- Laminate Wood Flooring

Kitchen

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Lights
- 6- Laminate Wood Flooring
- 7- Cabinets & Countertops, Sink, Disposal, Fixtures
- 8- Refrigerator, Stove, Microwave, Dishwasher (USED)

Laundry & Pantry

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Can Lights
- 6- Tile Flooring
- 7- Sliding Barn Door
- 8- Hot Water Heater and Closet
- 9- Shelving

Main Bathroom

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Lights & Exhaust Fan
- 6- Tile Flooring
- 7- New Shower Area
- 8- Toilet
- 9- Vanity, Sink, Mirror, Fixtures
- 10- Linen Closet

Master Bedroom

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Light & Fan Combo
- 6- Laminate Wood Flooring
- 7- Expand Closet Area with Sliding Barn Door
- 8- Interior Door

Bedroom #2

- 1- Drywall & Texture
- 2- Trim
- 3- Outlet & Switch Covers
- 4- Painting
- 5- Light & Fan Combo
- 6- Laminate Wood Flooring
- 7- Expand Closet Area with Sliding Barn Door
- 8- Interior Door

House Systems

- 1- Redo Electrical (See Quote from A Drain's Plumbing)
- 2- Redo Plumbing (See Santos Electric's Quote)
- 3- HVAC Checked & Tune-Up

Material and Labor for 802 Main Street, Schertz

<u>Item</u>	<u>Material Cost</u>	<u>Labor Cost</u>	
Siding	\$980.00	\$950.00	
Drywall	\$1,060.00	\$2,400.00	
Paint	\$932.00	\$950.00	
Doors	\$2,735.00	\$750.00	
Window Blinds	\$360.00	\$120.00	
Lights	\$845.00	\$460.00	
Laminate Floor	\$3,030.00	\$1,500.00	
Remodel Bathroom	\$1,675.00	\$1,950.00	
Kitchen Cabinets	\$1,700.00	\$800.00	
Kitchen sink	\$120.00	\$30.00	
Appliances	\$2,400.00	\$350.00	
Water Heater Tank	\$400.00	\$120.00	
Electrical Work Santos Electrical		\$3,200.00	
Plumbing Work A Drian's Plumbing		\$5,000.00	
Window Repairs Morris Glass Company		\$245.38 Completed	
Sub-Totals	Materials \$16,237.00	Labor \$18,825.38	TOTAL \$35,062.38

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Finance
Subject: Resolution No. 19-R-136 - Consideration and/or action approving a Resolution for the semi-annual report with respect to the progress of the Capital Improvements Plan, and other matters in connection therewith. (B. James/J. Walters)

BACKGROUND

Section 395.058 (c) (4) of the Texas Local Government Code requires the Capital Improvements Advisory Committee (CIAC) to file semi-annual reports with respect to the progress of the capital improvements plan and report to City Council any perceived inequities in implement the plan or imposing impact fees. Section 90-158 of the City's Code of Ordinance includes this same requirement. The CIAC is a citizen group made up of our current Planning and Zoning Commission, a real estate-type representative and a resident in the Extraterritorial Jurisdiction, all of whom are appointed by the City Council.

Impact fees can only be charged to new development and used in compliance with a specific adopted plan. Projects in the plan must be designed to increase the capacity of our water and sewer unfractured to accommodate our growth. General maintenance or replacing old pipes would not be acceptable uses of these funds.

The attached report includes capital recovery balance reports for April 1, 2019 through September 30, 2019 and the draft CIAC minutes from November 13, 2019

GOAL

To accept the Semi-annual Reports on the revenue and expenditures relating to the water, wastewater, and roadway impact fees as filed by the City of Schertz Capital Improvements Advisory Committee (CIAC).

COMMUNITY BENEFIT

To ensure compliance with State Law and the City's Code of Ordinances and to ensure that impact fees are being collected and spent appropriately.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 19-R-136 accepting the Semi-annual Report as filed by the Capital Improvements Advisory Committee.

FISCAL IMPACT

The report indicates the amounts collected and spent for water, wastewater, and roadway impact fees.

RECOMMENDATION

Approval of Resolution 18-R-136 accepting the Semi-annual Report as filed by the Capital Improvements Advisory Committee.

Attachments

Resolution 19-R-136

Exhibit A Capital Recovery Balance Report

Exhibit B CIAC Minutes Nov 13, 2019

RESOLUTION NO. 19-R-136

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS ACCEPTING THE SEMIANNUAL REPORT WITH RESPECT TO THE PROGRESS OF THE CAPITAL IMPROVEMENTS PLAN, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Capital Improvements Advisory Committee has reviewed the revenue and expenditures relating to the established Capital Recovery Fees in accordance with the Capital Improvements Plan for the City of Schertz; and

WHEREAS, the City Council accepts the Semiannual Reports as filed by the Capital Improvements Advisory Committee in accordance with Texas Local Government Code Chapter 395; then

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

Section 1. The City Council hereby accepts the Capital Recovery Balance Report with respect to the progress of the Capital Improvements Plan for the City of Schertz, Texas for the periods of April 1, 2019 through September 30, 2019 as shown in the attached Exhibit A and the draft minutes of the November 13, 2019 City of Schertz Capital Improvements Advisory Committee as shown in the attached Exhibit B.

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 3rd day of December, 2019.

CITY OF SCHERTZ, TEXAS

Rafael Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

EXHIBIT B

EXHIBIT C

**CITY OF SCHERTZ
CAPITAL RECOVERY IMPACT FEE REPORT
APRIL 1, 2019 TO SEPTEMBER 30, 2019**

Apr 1, 2019 to Sept 30, 2019

	***** IMPACTS FEES *****		
	Water	Sewer	Total
Beginning Allocated Impact Fee Balance ¹	2,798,110.89	193,643.47	2,991,754.36
Net Change in Allocated Impact Fees	<u>619,741.24</u>	<u>41,375.48</u>	<u>661,116.72</u>
Ending Allocated Impact Fee Balance	2,178,369.65	152,267.99	2,330,637.64
Beginning Unallocated Impact Fee Balance	7,105,007.73	6,320,934.44	13,425,942.17
Revenues:			
Impact Fees	634,775.40	364,250.04	999,025.44
Transfer In	0.00	0.00	0.00
Interest Earned	1,355.47	1,036.51	2,391.98
Investments Income	90,162.97	93,720.40	183,883.37
Capital One - Investment Income	0.00	0.00	0.00
Misc Income	0.00	0.00	0.00
Reimbursement	0.00	0.00	0.00
Expenses:			
Advertising	0.00	0.00	0.00
Engineering	0.00	0.00	0.00
Legal Svcs	0.00	0.00	0.00
Professional Services	0.00	0.00	0.00
CCMA-NorthCliffe Impact Fees	0.00	0.00	0.00
Auditor/Accounting Services	500.00	500.00	1,000.00
Investment Mgt Fee - Sewer	0.00	2,602.87	2,602.87
Transferred Out	1,375,000.00	0.00	1,375,000.00
Total Revenue Over/(Under) Expense	<u>(649,206.16)</u>	<u>455,904.08</u>	<u>(193,302.08)</u>
Ending Unallocated Impact Fee Balance	6,455,801.57	6,776,838.52	13,232,640.09
Estimated Cost of Unfunded Projects			
Corbett Ground Storage Tank	5,000,000.00		
NE Quad Distribution Mains	1,300,000.00		
Impact Fee Study Update	250,000.00		
Woman Hollering Trunk Line		7,860,000.00	
Cibolo West Trunk Line		6,000,000.00	
Impact Fee Study Update		250,000.00	
Total Unfunded Project Costs	<u>6,550,000.00</u>	<u>14,110,000.00</u>	<u>20,660,000.00</u>
Unfunded Projects to Ending Unallocated Impact Fee Balance ²	(94,198.43)	(7,333,161.48)	(7,427,359.91)

¹ **Allocated Impact Fee Balances only include Capital Recovery funds and not funds from any other source. It also assumes Capital Recovery Funds are used first when allocated.**

² **Negative Unfunded Projects to Ending Impact Fee Balance to be funded by future revenues or through other sources**

Capital Recovery Water Projects

Capital Improvements Program	SE Quad Pump Station	SE Quad GST	SE Quad Elevated Tank	SE Quad Distribution Mains	NE Quad Distribution Mains	IH10 Corridor Distribution Mains
Original Cost Estimate	\$ 1,688,289	\$ 1,100,000	\$ 1,250,000	\$ 1,700,000	\$ 1,600,000	\$ 1,000,000
Current Project Designation	Corbett Ground Storage Tank	Corbett Ground Storage Tank	Corbett Elevated Tank - RL1	Corbett Elevated & Ground Tanks		
Current Cost Estimate		\$ 5,000,000	\$ 5,650,000		\$ 1,300,000	

Capital Recovery Funding/Allocation

2011						
2012						
2013			\$ 12,251.14			
2014			\$ 500.00			
2015			\$ 86,166.10			
2016			\$ 3,050,000.00			
2017						
2018						
2019			\$ 1,375,000.00			

Capital Recovery Funding Balance	\$ -	\$ -	\$ 4,523,917.24	\$ -	\$ -	\$ -
Other Funding Sources	\$ -	\$ -	\$ 1,022,245.46	\$ -	\$ -	\$ -
Total Project Funding Sources	\$ -	\$ -	\$ 5,546,162.70	\$ -	\$ -	\$ -

Project Annual Expenses

First Half 2011						
Second Half 2011						
First Half 2012						
Second Half 2012						
First Half 2013						
Second Half 2013			\$ 12,251.14			
First Half 2014			\$ 6.77			
Second Half 2014			\$ 2,081.13			
First Half 2015			\$ 980.00			
Second Half 2015			\$ 120,233.32			
First Half 2016			\$ 87,843.28			
Second Half 2016			\$ 22,763.75			
First Half 2017			\$ -			
Second Half 2017			\$ 40,403.20			
First Half 2018			\$ 6,248.00			
Second Half 2018			\$ 7,485.13			
First Half 2019			\$ 50,510.63			
Second Half 2019			\$ 1,994,741.24			
Total Expenses	\$ -	\$ -	\$ 2,345,547.59	\$ -	\$ -	\$ -

Allocated Impact Project Fee Balance	\$ -	\$ -	\$ 2,178,369.65	\$ -	\$ -	\$ -
Project Balance	\$ -	\$ -	\$ 3,200,615.11	\$ -	\$ -	\$ -

Project Status	Future	Future	Ongoing	Future	Future	Future
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Capital Recovery Sewer Projects

Capital Improvements Program	Final South Sewershed Master Plan	Town Creek Phase III	Town Creek Phase IV	Woman Hollering Creek STP PH II	South Schertz Trunk Lines and Lift Station	South Schertz Trunk Lines and Lift Station
Original Cost Estimate	\$ 15,000	\$ 659,126	\$ 1,000,000	\$ 600,000	\$ 9,600,000	
Current Project Designation		Town Creek Phase III - QA3		Crossvines Batch Plant Expansion - QA4	Woman Hollering Trunk Line - QA2/Q01	Cibolo West Truck Line
Current Cost Estimate		\$ 931,740		\$ 487,848	\$ 10,860,000	\$ 6,000,000.0

Capital Recovery Funding/Allocation

2011						
2012						
2013						
2014						
2015						
2016						
2017						
2018				\$ 487,848.00		
2019				\$ -		

Capital Recovery Funding Balance	\$ -	\$ -	\$ -	\$ 487,848.00	\$ -	\$ -
Other Funding Sources		Bond 2007 \$ 931,739.74			Bond 2013 \$ 3,000,000.00	
Total Project Funding Sources	\$ -	\$ 931,739.74	\$ -	\$ 487,848.00	\$3,000,000.00	\$ -

Project Annual Expenses

First Half 2011						
Second Half 2011						
First Half 2012						
Second Half 2012					\$ 82,262.17	
First Half 2013					\$ 49,861.30	
Second Half 2013		\$ 980.00			\$ 17,032.55	
First Half 2014		\$ 28,743.00			\$ 61,364.70	
Second Half 2014		\$ 46,690.62			\$ 34,775.84	
First Half 2015		\$ 5,858.72			\$ 5,382.50	
Second Half 2015		\$ 815,683.00			\$ 38,315.41	
First Half 2016		\$ 33,784.40			\$ 121,438.32	
Second Half 2016					\$ 83,983.26	
First Half 2017					\$ 6,220.00	
Second Half 2017					\$ 4,048.18	
First Half 2018					\$ 247,870.62	
Second Half 2018				\$ 68,609.20	\$ 212,479.83	
First Half 2019				\$ 225,595.33	\$ 56,860.59	
Second Half 2019				\$ 41,375.48	\$ 222,766.91	
Total Expenses	\$ -	\$ 931,739.74	\$ -	\$ 335,580.01	\$ 1,244,662.18	

Allocated Impact Project Fee Balance	\$ -	\$ -	\$ -	\$ 152,267.99	\$ -	\$ -
Project Balance	\$ -	\$ -	\$ -	\$ 152,267.99	\$ 1,755,337.82	\$ -

Project Status	Future	Complete	Future	On Going	On Going	Future
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**CITY OF SCHERTZ
ROADWAY IMPACT FEE REPORT
APRIL 1, 2019 TO SEPTEMBER 30, 2019**

Apr 1, 2019 to Sept 30, 2019

	***** ROADWAY IMPACTS FEES *****				
	Area 1	Area 2	Area 3	Area 4	Total
Beginning Allocated Impact Fee Balance	0.00	0.00	0.00	0.00	0.00
Net Change in Allocated Impact Fees	0.00	0.00	0.00	0.00	0.00
Ending Allocated Impact Fee Balance	0.00	0.00	0.00	0.00	0.00
Beginning Unallocated Impact Fee Balance	61,679.92	0.00	2,022.00	0.00	0.00
Revenues:					
Impact Fees	2,022.00	63,067.43	67,765.07	4,044.00	136,898.50
Transfer In	0.00	0.00	0.00	0.00	0.00
Interest Earned	566.80	178.18	141.70	5.23	891.91
Investments Income	0.00	0.00	0.00	0.00	0.00
Misc Income	0.00	0.00	0.00	0.00	0.00
Reimbursement	0.00	0.00	0.00	0.00	0.00
Expenses:					
Advertising	0.00	0.00	0.00	0.00	0.00
Engineering	0.00	0.00	0.00	0.00	0.00
Legal Svcs	0.00	0.00	0.00	0.00	0.00
Professional Services	0.00	0.00	0.00	0.00	0.00
Auditor/Accounting Services	0.00	0.00	0.00	0.00	0.00
Transferred Out	32,510.78	48,264.52	34,760.17	504.53	116,040.00
Total Revenue Over/(Under) Expense	(29,921.98)	14,981.09	33,146.60	3,544.70	21,750.41
Ending Unallocated Impact Fee Balance	31,757.94	14,981.09	35,168.60	3,544.70	85,452.33

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE MINUTES

November 13, 2019

The Schertz Capital Improvement Advisory Committee convened on November 13, 2019 at 6:00 p.m. at the Municipal Complex, Council Chambers, 1400 Schertz Parkway Building #4, Schertz, Texas.

Present: Ernie Evans, Vice Chairman; Richard Braud, Member; Lauren Garrott, Member; Ken Greenwald, Member; Gordon Rae, Member; Glen Outlaw, Member

Absent: LaDonna Bacon, Member; Mark Penshorn, Member

City Staff: Brian James, Assistant City Manager

Emily Delgado, Senior Planner

Nick Kopyay, Planner

Tiffany Danhof, Executive Assistant

James Walters, Finance Director

1. CALL TO ORDER / ROLL CALL THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING

Mr. Evans called the meeting to order at 6:01 P.M.

2. PUBLIC HEARING:

- A.** Hold a public hearing, consider and file the semi-annual report evaluating the progress of the city on achieving the capital improvements program and identifying any problems in implementing the plans or administering the capital recovery fees.

Mr. Evans opened the public hearing at 6:06 P.M.

No one Spoke

Mr. Evans closed the public hearing at 6:07 P.M.

There was a lengthy discussion.

Motioned by Member Glen Outlaw, seconded by Member Gordon Rae to approve the semiannual report with corrections notated

Vote: 6 - 0 Passed

3. ADJOURNMENT OF THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING

Vice Chairman Mr. Evans adjourned the Capital Improvements Advisory Committee at 6:19 P.M.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019

Department: Finance

Subject: Ordinance No. 19-T-29 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the FY 2019-20 Budget to encumber unused funds from FY 2018-19, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. (M. Browne/J. Walters) *First reading.*

BACKGROUND

With Ordinance 19-T-23 the City Council of the City of Schertz approved the annual budget for FY 2019-20. Staff is proposing to amend the budget to encumber unused funds from FY 2018-19 for use in FY 2019-20.

Unspent funds at the end of the fiscal year are added to the fund balance. Due to time restrictions on equipment delivery and project delays some departments weren't able to spend the funds allocated to them in the previous fiscal year and those funds were added to the fund balance instead. In order to use these funds, staff recommends council approve a budget adjustment to move these funds out of the fund balance to be spent this fiscal year instead. This action will prevent the current year's budget being used up on purchases and projects left over from last year.

The items requested to encumber from the previous fiscal year are as follows:

The Fire Department is requesting to encumber from reserves \$7,937 for 5 vehicle repeaters and cable. These are items needed in conjunction with the opening of the new fire station.

The Parks Department is requesting to encumber from reserves \$50,000 for the Senior Center parking lot renovation and \$16,089 for maintenance to the Veteran's Memorial. The parking lot enhancements will provide better layout for parking and the Veteran's Memorial needs regular maintenance for the remembrance pavers.

The Streets Department is requesting to encumber from reserves \$20,514 for the North Schertz Sidewalk projects and \$30,555.00 for the Mid Schertz Sidewalks projects. The City has begun sidewalk maintenance and extensions. The processes for area selection, engineering, and construction bid award pushed these projects in FY 2019-20.

The Facility Maintenance Department is requesting to encumber from reserves \$16,515 for the replacement of the YMCA air conditioner unit. The City is responsible for structural repair including air conditioners on the Recreation Center leased to the YMCA. The funding was identified at the end of FY 2018-19 but the work invoices didn't arrive until FY 2019-20.

The Human Resources Department is requesting to encumber from reserves \$50,000 for Wellness Programs and \$15,000 to set up insurance provider links to the Human Resources Management system. These amounts were granted to the City by Blue Cross Blue Shield in FY 2018-19 and is proposed to be used in FY 2019-20.

To complete these purchases and projects without impacting the current year budget, the budget needs to be increased by the stated amounts.

GOAL

To adjust the budget to provide funding to complete all fo the anticipated FY 2019-20 projects and the remaining FY 2018-19 projects.

COMMUNITY BENEFIT

N/A

SUMMARY OF RECOMMENDED ACTION

Approve the adjustment to complete the remaining purchases and projects from FY 2018-19.

FISCAL IMPACT

This adjustment will decrease the projected fund balance in the General Fund by \$206,610. These funds were original expected to be spent in FY 2018-19 and by encumbering them for FY 2019-20 it will not have an impact on the City's 5 year plan.

RECOMMENDATION

Staff recommends approval of Ordinance 19-T-29 on first reading to encumber unused funds from FY 2018-19 for use in FY 2019-20.

Attachments

Ordinance 19-T-29

ORDINANCE NO. 19-T-29

CONSIDERATION AND/OR ACTION APPROVING AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FY 2019-20 BUDGET TO ENCUMBER UNUSED FUNDS FROM FY 2018-19, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 19-T-23, the City of Schertz (the “City”) adopted the budget for the City for the fiscal year 2019-2020 (the “Budget”), which provides funding for the City’s operations throughout the 2019-2020 fiscal year; and

WHEREAS, the City needs to increase the General Fund Budget in the amount of \$206,610.00 for purchases and products remaining from fiscal year 2018-2019; 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 increase for the General Fund, 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 increase the budget by \$206,610.00 to be funded by fund balance between the following departments:

Department	Amount	Accounts	Purpose
Fire Department	\$7,937	Equipment	Vehicle Repeaters and cable
Parks	\$66,089	Maintenance	Senior Center parking lot and Veteran’s Memorial maintenance
Streets	\$51,069	Maintenance	North and Mid Schertz sidewalk projects

Facility Maintenance	\$16,515	Maintenance	YMCA air conditioner replacement
Human Resources	\$50,000	Human Services	Wellness Programs
Human Resources	\$15,000	Professional Services	Link to insurance providers

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.

APPROVED ON FIRST READING on this 3rd day of December 2019.

CITY OF SCHERTZ, TEXAS

Mayor Ralph Gutierrez

ATTEST:

City Secretary Brenda Dennis

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Human Resources
Subject: Resolution 19-R-166 - Vacation Leave - Workshop presentation, discussion and possible action on Resolution 19-R-166 approving an Employee Policy related to Vacation Leave. (C. Kelm/J. Kurz)

BACKGROUND

The City's current vacation leave policy was approved in 2008. Many tenets outlined in the policy are outdated and inconsistent with current practice. In particular, the vacation accrual rates for Fire must be updated to be in compliance with Local Government Code Chapter 142, Section 0013, which requires Police and Fire department members to receive 15 vacation days each year beginning after one year of employment. Currently, the City is only providing 9.6 days, or 144 hours, of vacation to Fire department members with 2+ years tenure. To be compliant, the number of hours needs to be increased to 180. Vacation accruals for the Police Department are currently in compliance with the LGC.

Additionally, 142.0013(c) of the Local Government Code, which requires that a firefighter receive the same number of days of vacation as any other municipal employee. The City is currently only providing firefighters with 11+ years tenure with 16 days, or 192 hours, of vacation leave while other municipal employees with 11+ years are receiving 20 days. To be compliant, the number of hours needs to be increased to 240 hours.

The City made an adjustment to leave accruals for Fire and Police Department members in October of 2016 with the understanding the adjustment would be compliant with the statute. Unfortunately, the adjustment made was not fully in compliance with the statute.

The attached draft policy seeks to remove outdated or irrelevant information or procedures and revise accrual rates in accordance with Chapter 142.0013 as outlined above. It would be effective immediately (with Council approval).

A redlined and clean version of the policy are attached, but the main policy points are highlighted below for quick reference:

Leave Accrual Start Date:

Current: Vacation accrual for regular eligible employees begins on their date of employment in a full-time position (i.e., at the end of an employee's probationary period, the employee will have accrued vacation leave back to the date of original employment, the beginning of the employee's probationary period).

This language may be read that a part-time employee who converts to full-time would begin accruing vacation leave on the date that they were originally hired, as a part-time employee. However, part-time employees are not eligible to receive or accrue vacation leave.

Proposed: Vacation accrual for eligible employees begins on their date of employment in a full-time position.

Leave Requests:

Current: Requires approval by City Manager, and specifies an exact number of days in advance the request must be submitted.

Proposed: Leave requests will be approved by Department Heads (or designees). Timeframes for leave requests have been removed to afford flexibility to both employees and supervisors.

Accrual Rates:

Current:

	# Hours Per Year	Maximum Hours Allowed To Accrue
Fire:		
During 1st year of service	120	-
2 – 10 years of service	144	288
11+ years of service	192	384
Police:		
During 1st year of service	96	-
2 – 10 years of service	120	240
11+ years of service	160	320
EMS:		
0 – 5 years of service	120	-
6 – 10 years of service	144	288
11+ years of service	192	384

All other Full-Time Employees:		
0 – 5 years of service	96	-
6 – 10 years of service	120	240
11+ years of service	160	320

Proposed:

Year of service is equal to total number of years with the City of Schertz.	# Hours Per Year	Maximum Hours Allowed To Accrue
Fire Protection Personnel assigned to Operations and EMS Personnel assigned to 24-hour shifts¹:		
During 1st year of service	144	-
2 – 10 years of service	180	360
11+ years of service	240	480
Licensed Peace Officers(Sworn Officers)/Fire Protection Personnel assigned to Admin²/EMS Admin³/EMS Personnel assigned to 12-hour shifts⁴:		
During 1st year of service	96	-
2 – 10 years of service	120	240
11+ years of service	160	320
All other Full-Time Employees:		
0 – 5 years of service	96	-
6 – 10 years of service	120	240
11+ years of service	160	320

¹ A day for a 24-hour shift employee is defined as 12 hours.

² Definitions for "Fire Protection Personnel" and "Licensed Peace Officer" can be found in Section 142.010 in the Local Texas Government Code.

³ EMS Admin does not include the Administrative Assistant and the Billing Office.

⁴ A day for a 12-hour shift employee is defined as 8 hours.

GOAL

Update policy to reflect current practices and comply with Local Govt Code Chapter 142.0013.

COMMUNITY BENEFIT

Update policy to reflect current practices and comply with Local Govt Code Chapter 142.0013.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the vacation policy as proposed.

Additionally, since the City became aware of the statutory requirements for vacation accruals for Fire personnel in 2016, City staff, in conjunction with legal, recommend crediting leave hours owed dating back to October 2016, as well as, adopting the leave accrual rates as proposed in the revised policy.

Staff also recommends adopting the same accrual rates for EMS as for Fire.

The updated leave accruals have been approved by legal.

FISCAL IMPACT

The adjustment to retroactively (since 2016) credit leave to Fire employees would be a total of 4,576.73 hours, with an estimated value of \$125,631 (cost only realized if employees separate from City). Staff recommends removing the annual cap for affected firefighters for 5 years to allow them the opportunity to utilize these hours. If all of these hours are able to be used during that time, actual cost realized could be \$0 if no positions would be backfilled when the leave is used.

The financial impact of adopting the same accrual rate for the EMS Department as Fire would be an increase of \$51,000 in vacation leave annually (again, only realized if employee separates from City).

The impact of revising the # of hours that a Firefighter with 11+ years tenure receives is an additional 1,560 hours each year (again, cost only realized if employees separate from City).

RECOMMENDATION

Staff recommends approval of the vacation policy as proposed.

Additionally, since the City became aware of the statutory requirements for vacation accruals for Fire personnel in 2016, City staff, in conjunction with legal, recommend crediting leave hours owed dating back to October 2016, as well as, adopting the leave accrual rates as proposed in the revised policy.

Staff recommends adopting the same accrual rates for EMS as for Fire.

The updated leave accruals have been approved by legal.

Attachments

Resolution 19-R-166

Current Vacation Policy

RESOLUTION NO. 19-R-166

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING EMPLOYEE POLICY RELATED TO VACATION LEAVE AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has determined that this policy required revision to reflect current processes and comply with Local Government Code Chapter 142, Section 0013; and

WHEREAS, the City Charter, Section 6.02 Operational and Personnel Policies states that personnel policies which affect the budget and employee discipline and/or adverse actions shall be approved by the City Council;

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 3rd day of December, 2019.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Exhibit A

Vacation Leave Policy

CITY OF SCHERTZ EMPLOYEE HANDBOOK

Vacation Leave

PREPARED BY: Human Resources
APPROVED BY: City Council
DATE APPROVED: 12/3/2019
EFFECTIVE DATE: 12/3/2019
REPLACES VERSION: 4.3.2 Annual Vacation Leave

Purpose:

This policy provides guidance on eligibility for vacation leave and accrual rates for City employees.

Policy:

All full-time employees who have completed six (6) months of their probationary period are entitled to paid vacation time. Probationary employees accrue leave, but are unable to use it until completion of probation. Temporary and part-time employees are not entitled to vacation leave. If a holiday occurs during an employee's vacation, that holiday is not chargeable as vacation time. It counts as a paid holiday.

Employees who experience illness or injury during their vacation may request that the time of illness be charged as sick leave. Medical documentation may be required upon request. Vacation accrual for eligible employees begins on their date of employment in a full-time position. Vacation time is accrued per pay period based on the chart below and may not exceed the maximum allowable as listed. On September 30 of each year, all accrued vacation time in excess of the amount authorized will be dropped from the vacation leave roster.

Year of service is equal to total number of years with the City of Schertz.	# Hours Per Year	Maximum Hours Allowed To Accrue
Fire Protection Personnel assigned to Operations and EMS Personnel assigned to 24-hour shifts¹:		
During 1st year of service	144	-
2 – 10 years of service	180	360
11+ years of service	240	480
Licensed Peace Officers(Sworn Officers)/Fire Protection Personnel assigned to Admin²/EMS Admin³/EMS Personnel assigned to 12-hour shifts⁴:		
During 1st year of service	96	-
2 – 10 years of service	120	240
11+ years of service	160	320
All other Full-Time Employees:		
0 – 5 years of service	96	-
6 – 10 years of service	120	240
11+ years of service	160	320

¹ A day for a 24-hour shift employee is defined as 12 hours.

² Definitions for "Fire Protection Personnel" and "Licensed Peace Officer" can be found in Section 142.010 in the Local Texas Government Code.

³ EMS Admin does not include the Administrative Assistant and the Billing Office.

⁴ A day for a 12-hour shift employee is defined as 8 hours.

**CITY OF SCHERTZ
EMPLOYEE HANDBOOK**

If an employee is called to work during his or her vacation, the employee will receive his or her regular pay rate, and the vacation will be rescheduled for a later date.

Requests for vacation leave will be approved by the Department Head or designee.

Upon separation, an employee will receive pay for his or her unused vacation time. Pay for unused vacation time is limited to the maximum authorized accrual level. The amount payable is based on the employee's hourly salary in effect at the time of separation. The payout will be made at the employee's regular rate and shall not include any special forms of compensation such as bonuses, shift differentials, or incentives. For all "40 hour" employees whose wages are expressed in the form of an annual salary, the employee's regular rate will be determined by dividing the annual salary by 2080 hours. For all fire department employees who work 24 hour shifts and whose wages are expressed in the form of an annual salary, the employee's regular rate will be determined by dividing the annual salary by 2,756 hours. For all EMS employees who work 24 hour shifts and whose wages are expressed in the form of an annual salary, the employee's regular rate will be determined by dividing the annual salary by 2,912 hours.

4.3.2 Annual Vacation Leave

All full-time employees who have completed six (6) months of their probationary period are entitled to paid vacation time. ~~Probationary employees accrue leave, but are unable to use it until completion of probation.~~ Temporary ~~and part-time~~ ~~and probationary~~ employees ~~with less than six (6) months of employment~~ are not entitled to vacation leave. ~~Only actual workdays taken off are counted as vacation.~~ If a holiday occurs during an employee's vacation, that holiday is not chargeable as vacation time. It counts as a paid holiday.

Employees who ~~are confined to bed as a result of experience~~ illness or injury during their vacation ~~and who secure medical documentation of the illness or injury~~ may request that the time of illness be charged as sick leave. ~~Medical documentation may be required upon request. The request must be approved by the City Manager.~~ Vacation accrual for ~~regular-eligible~~ employees begins on their date of employment ~~in a full-time position (i.e., at the end of an employee's probationary period, the employee will have accrued vacation leave back to the date of original employment, the beginning of the employee's probationary period).~~ Vacation time is accrued per pay period ~~based on the chart below and may not exceed the maximum allowable as listed. umulated at the rate of 1 day for each month of service for employees with five or less years of continuous employment, 1.25 days for each month of service for employees with six through ten years of continuous employment and 1.66 days for each month of service for employees with 11 or more years of continuous employment.~~ For all fire and EMS employees who work 24 hour shifts, vacation time is accumulated at the rate of 10 hours for each month of service for employees with five or less years of continuous employment, 12 hours for each month of service for employees with six through ten years of continuous employment and 16 hours for each month of service for employees with 11 or more years of continuous employment. Accrued vacation time may not exceed the maximum allowable shown below. On September 30 of each year, all accrued vacation time in excess of the amount authorized will be dropped from the vacation leave roster. ~~Paid vacations may be taken according to the following schedule:~~

	# Hours Per Year	Maximum Hours Allowed To Accrue
Fire:		
During 1st year of service	120	-
2 – 10 years of service	144	288
11+ years of service	192	384
Police:		
During 1st year of service	96	-
2 – 10 years of service	120	240
11+ years of service	160	320
EMS:		
0 – 5 years of service	120	-
6 – 10 years of service	144	288
11+ years of service	192	384
All other Full-Time Employees:		
0 – 5 years of service	96	-
6 – 10 years of service	120	240
11+ years of service	160	320

~~Each Department head establishes an annual vacation schedule and submits it to the City Manager. Employees will be permitted to select their vacation period based on the Departmental work load and employee's length of service within their Departments. The schedule will be posted within the Department.~~ If an employee is called to work during his or her vacation, the employee will receive his or her regular pay rate, and the vacation will be rescheduled for a later date. ~~All requests for vacation leave in excess of two (2)~~

CURRENT POLICY

~~days must be submitted to the respective Department head or supervisor at least ten (10) days in advance of the desired leave.~~

~~This will allow the Department head or supervisor to schedule workloads and to approve or disapprove the request. Approved r~~Requests for vacation leave will be approved by the Department Head or designee~~in excess of three days will be submitted to the next highest authority for review and final approval. Department heads and supervisors have the authority to give final approval to vacation leave requests of two (2) days or less.~~

Upon separation, A~~an employee, upon termination or resignation,~~ will receive ~~terminal~~ pay for his or her unused vacation time. ~~Terminal p~~Pay for unused vacation time is limited to the maximum authorized accrual level. The amount payable is based on the employee's hourly salary in effect at the time of ~~termination separation of employment~~. The payout will be made at the employee's regular rate and shall not include any special forms of compensation such as bonuses, shift differentials, or incentives. For all "40 hour" employees whose wages are expressed in the form of an annual salary, the employee's regular rate will be determined by dividing the annual salary by 2080 hours. For all fire department employees who work 24 hour shifts and whose wages are expressed in the form of an annual salary, the employee's regular rate will be determined by dividing the annual salary by 2,756 hours. For all EMS employees who work 24 hour shifts and whose wages are expressed in the form of an annual salary, the employee's regular rate will be determined by dividing the annual salary by 2,912 hours.

~~See Section 3.3 regarding vacation leave for probationary employees.~~

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Executive Team
Subject: Presentation on City Owned Properties in Freeway Manor and Proposal for Future Property Acquisition. (B. James)

BACKGROUND

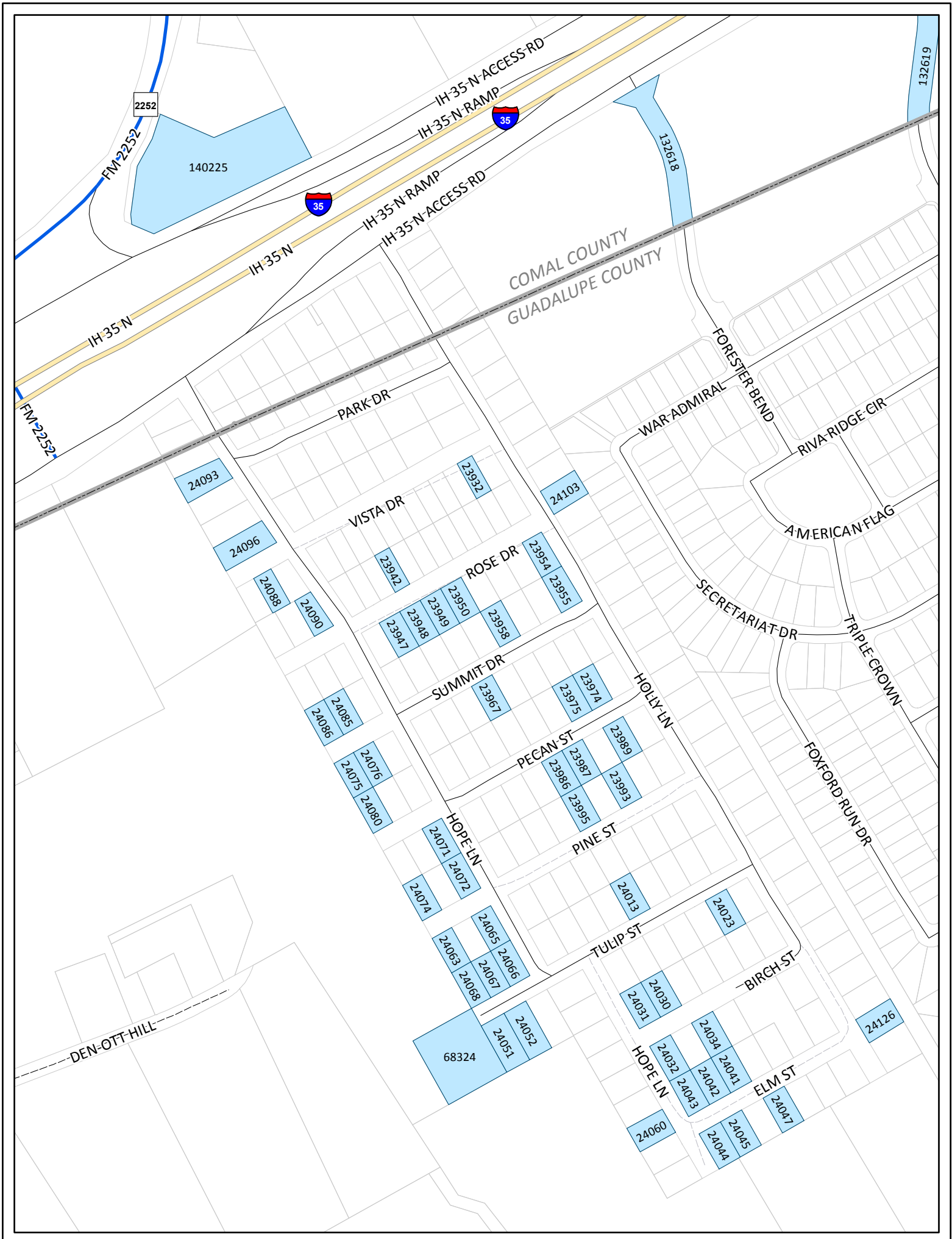
For a number of years, the City acquired property in the Freeway Manor Subdivision. The City has not purchased any of the properties for nearly 10 years. Freeway Manor is a paper subdivision, so called because although the plat was filed, there is not infrastructure - streets, water, sewer to support development of all the lots. The plat was filed in 1958. Freeway Manor is located on the south side of IH-35, just east of the Belmont Park residential subdivision. The area is zoned GB - General Business. There are a handful of residential structures on the property that have been there for a long time.

The City began acquiring the properties given the lack of adequate infrastructure that made it difficult for any of the many owners to develop their property. While there are a few people, like the City that own numerous lots, most people own just one or two, which makes it difficult to justify the cost of providing infrastructure. As such the City began acquiring properties when approached by their owners or as properties came up at foreclosure sales.

Since it is has been some time since the City has acquired any properties in this area, staff is seeking direction about restarting the effort to acquire properties as they come up for sale.

Attachments

City Owned Properties
Freeway Manor Plat

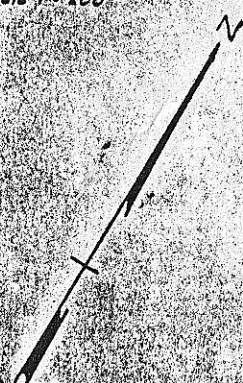


FREEWAY MANOR SUBDIVISION

8.93 Comal Co.
60.14 Guadalupe Co.
69.07 Acres a part of the Mary and Otto Oil 133.2 Acres.
Out of the MARTIN AND WALKER SURVEY No 113

BLK.	LOTS
1	16
2	14
3	24
4	18
5	18
6	18
7	18
8	14
9	14
10	7
11	12
12	6
13	6
14	6
15	6
16	4
17	31
18	4
19	4
20	4
248	

Scale 1" = 100'



State of Texas
County of Comal & County of
Guadalupe

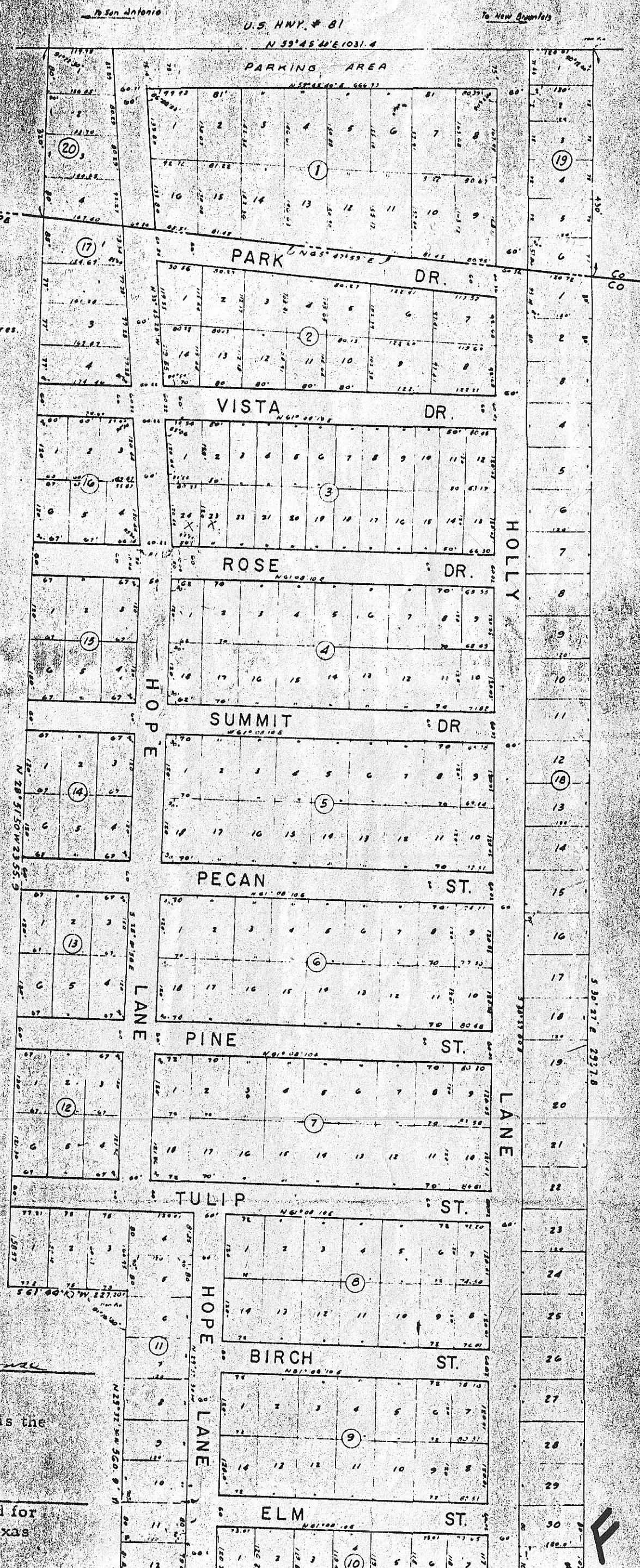
It is hereby certified that this
plat was prepared from an actual
survey of the property made under
my supervision on the ground.

V. L. Beavers, Engineers

By Vincent Stackhouse
Vincent Stackhouse

Sworn and subscribed before me this the
11th day of Jan., 1958, A.D.

(Mrs) J. M. Branaum
Notary Public in and for
Bexar County, Texas



FREEWAY MANOR SUBDIVISION

8.93 Comal Co.
60.14 Guadalupe Co.
69.07 Acres a part of the Mary and Otto Oil, 133.2 Acres.
Out of the MARTIN AND WALKER SURVEY No 113

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8	14
9	14
10	7
11	18
12	6
13	6
14	6
15	2
16	6
17	4
18	31
19	6
20	4
	248

100 0 100feet
Scale 1" = 100'

COS LOTS

State of Texas
County of Comal & County of
Guadalupe

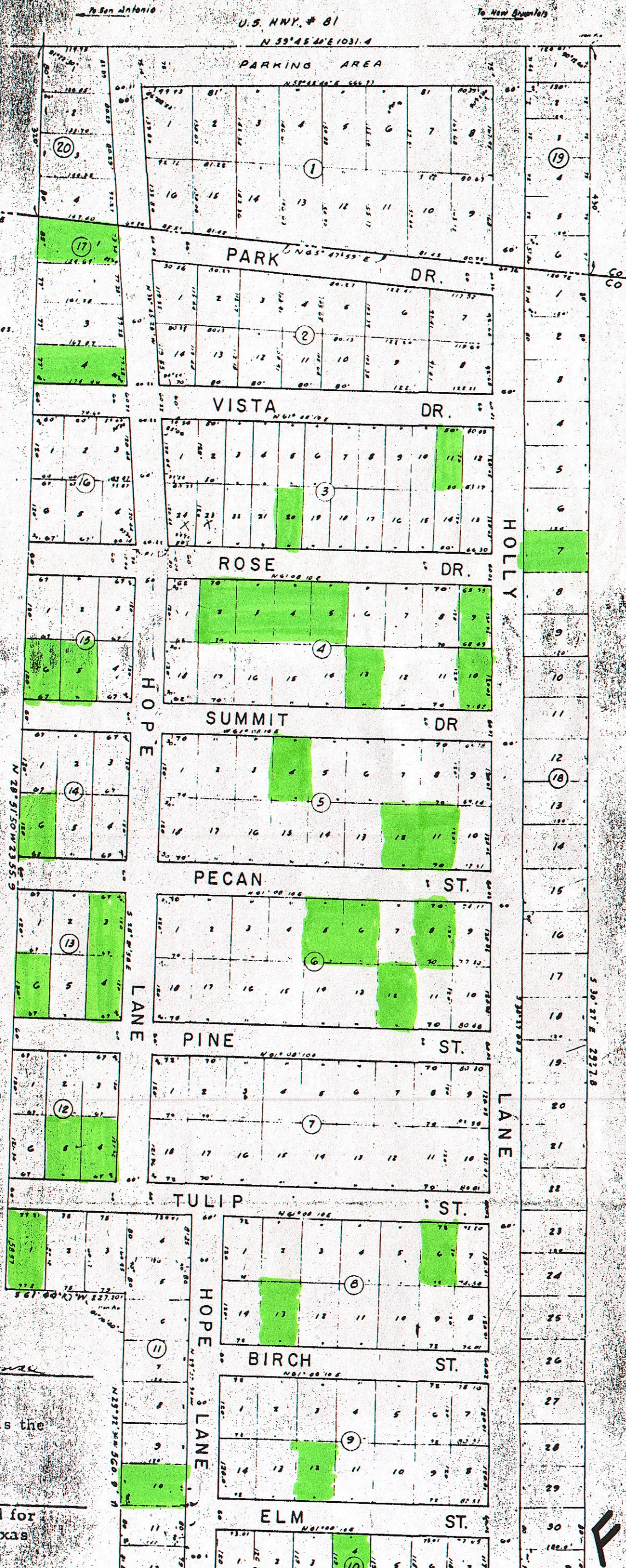
It is hereby certified that this
plat was prepared from an actual
survey of the property made under
my supervision on the ground.

V. L. Beavers, Engineers

By: Vincent Stackhouse
Vincent Stackhouse

Sworn and subscribed before me this the
11th day of Jan., 1958, A.D.

(Mrs) J. M. Branson
Notary Public in and for
Bexar County, Texas



CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Executive Team
Subject: Status of Vehicle Fleet. (C. Kelm)

BACKGROUND

Workshop on vehicles assigned versus authorized by department and an update on vehicle policies was requested by Councilman Davis. This briefing will provide an overview of the Vehicle Fleet, City Maintenance Program, replacement schedules, FY 2020 vehicle acquisitions and current policy development.

Attachments

Power Point

Health of the Vehicle Fleet

Schertz City Council November 12, 2019

Overview

- Fleet Authorized vs Assigned
- Maintenance Program
- Replacement Schedules
- Vehicle Acquisition
- Policy Development

Goals and Objectives

- Maintain/repair vehicles and equipment to increase service life
- Optimize fleet availability by improving turn-around times
- Develop and implement fleet utilization guidelines and procedures
- Maintain and improve vehicle and equipment safety

Fleet

FIRE									
TOTAL AUTHORIZED UNITS	20		ASSIGNED UNITS	20			Individual / Take Home		5
EMS DEPARTMENT									
TOTAL AUTHORIZED UNITS	15	(AMBUS not included)	ASSIGNED UNITS	15			Individual / Take Home		5
ENGINEERING									
TOTAL AUTHORIZED UNITS	5		ASSIGNED UNITS	5			Individual / Take Home		0
ADMIN									
TOTAL AUTHORIZED UNITS	1		ASSIGNED UNITS	1			Individual / Take Home		0
DRAINAGE									
TOTAL AUTHORIZED UNITS	6		ASSIGNED UNITS	6			Individual / Take Home		1
ECONOMIC DEVELOPMENT									
TOTAL AUTHORIZED UNITS	1		ASSIGNED UNITS	1			Individual / Take Home		0
FLEET SERVICES									
TOTAL AUTHORIZED UNITS	14		ASSIGNED UNITS	14			Individual / Take Home		0

Fleet

TOTAL AUTHORIZED UNITS	11		ASSIGNED UNITS	11			Individual /Take Home		1
PLANNING & COMMUNITY DEV.									
TOTAL AUTHORIZED UNITS	6		ASSIGNED UNITS	6			Individual /Take Home		0
I.T.									
TOTAL AUTHORIZED UNITS	3		ASSIGNED UNITS	3			Individual /Take Home		0
POLICE									
TOTAL AUTHORIZED UNITS	76		ASSIGNED UNITS	76			Individual /Take Home		49
PARKS									
TOTAL AUTHORIZED UNITS	6		ASSIGNED UNITS	6			Individual /Take Home		3
STREETS									
TOTAL AUTHORIZED UNITS	12		ASSIGNED UNITS	12			Individual /Take Home		2
WATER									
TOTAL AUTHORIZED UNITS	19		ASSIGNED UNITS	19			Individual /Take Home		2
City of Schertz TOTAL AUTHORIZED UNITS	195		ASSIGNED UNITS	195			Total Individual /Take Home		68

Performance Measures

- On Time Work Order Rate
 - Quarterly Report
- 2019 Work Order Summary
 - Scheduled
 - Unscheduled
 - Total Cost

Performance Measures

Work Orders On Time vs Past Due

Year	Month	WOs On Time	% On Time	WOs Past Due	% Past Due	Total WOs
<i>CITY OF SCHERTZ FLEET SERVICES</i>						
2016	October	100	66.23 %	51	33.77 %	151
2016	November	162	68.64 %	74	31.36 %	236
2016	December	137	64.02 %	77	35.98 %	214
Yearly Subtotals :		399	66.30 %	202	33.70 %	601
2017	January	136	63.26 %	79	36.74 %	215
2017	February	103	68.21 %	48	31.79 %	151
2017	March	133	66.17 %	68	33.83 %	201
2017	April	108	71.52 %	43	28.48 %	151
2017	May	129	66.84 %	64	33.16 %	193
2017	June	115	64.61 %	63	35.39 %	178
2017	July	93	55.03 %	76	44.97 %	169
2017	August	165	71.74 %	65	28.26 %	230
2017	September	133	69.63 %	58	30.37 %	191
2017	October	126	69.23 %	56	30.77 %	182
2017	November	143	72.96 %	53	27.04 %	196
2017	December	146	77.66 %	42	22.34 %	188
Yearly Subtotals :		1530	68.07 %	715	31.93 %	2245
2018	January	145	73.23 %	53	26.77 %	198
2018	February	139	79.89 %	35	20.11 %	174
2018	March	163	71.49 %	65	28.51 %	228
2018	April	127	64.47 %	70	35.53 %	197
2018	May	182	83.87 %	35	16.13 %	217
2018	June	232	89.92 %	26	10.08 %	258
2018	July	181	75.73 %	58	24.27 %	239
2018	August	172	90.05 %	19	9.95 %	191
2018	September	168	84.85 %	30	15.15 %	198
2018	October	192	88.07 %	26	11.93 %	218
2018	November	165	76.04 %	52	23.96 %	217
2018	December	188	83.56 %	37	16.44 %	225
Yearly Subtotals :		2054	80.10 %	506	19.90 %	2560
2019	January	199	82.57 %	42	17.43 %	241
2019	February	220	86.61 %	34	13.39 %	254
2019	March	135	76.70 %	41	23.30 %	176
2019	April	193	87.33 %	28	12.67 %	221
2019	May	175	85.78 %	29	14.22 %	204
2019	June	164	86.77 %	25	13.23 %	189
2019	July	152	80.85 %	36	19.15 %	188
2019	August	184	82.88 %	38	17.12 %	222
2019	September	181	85.38 %	31	14.62 %	212
Yearly Subtotals :		1603	83.87 %	304	16.13 %	1907
Subtotals :		5586	75.88 %	1727	24.12 %	7313
Grand Totals :		5586	75.88 %	1727	24.12 %	7313

Performance Measures

2019

Work Order Summary

WO #		Hours	Labor Costs	Part Costs	Other Costs	Total Costs
Grand Totals : 2755		6,567.30	\$590,157.50	\$432,650.09	\$3,641.16	\$1,026,448.75
Scheduled WOs	Unscheduled WOs	Total WOs	Scheduled Costs	Unscheduled Costs	Total Costs	
969.00	1,786.00	2,755.00	\$221,132.03	\$805,316.72	\$1,026,448.75	

* Projected through December 2019

Replacement Program

“Service Life”

- EMS – Emergency Fleet – 4-year front line 2-year reserve cycle
- EMS – Admin – 10year/conditional annual review
- Fire – Emergency Aerial Apparatus – 15year front line 5-year reserve cycle/condition review
- Fire – Emergency ENGINES & QUINT Apparatus – 10year front line 5-year reserve cycle/condition review
- Fire – Emergency Brush Trucks – 10year/annual review
- Fire – Emergency Light Duty – 7year
- Fire – Admin – 10year/annual review
- PD – Building new replacement schedule based on new data collected from take home program – (est 6-8 years increase from 3 years)
- PD – Patrol – Radar Enforcement 4-year
- PD – SRO – 8-10 year conditional review
- PD – Swat – 10 year conditional review
- PD – Admin – 10 year conditional review
- PD – CID – 3 year lease

Replacement Program

“Service Life”

- Public Works
 - PW – Heavy Duty Class 5-8 Trucks – 10year/conditional review
 - PW – Sweepers – 10year conditional review
 - PW – Admin – 10year/conditional review
 - PW – Water Service Trucks – 8 year
 - PW – Water Billing Trucks – 5year
 - PW – Streets & Drainage Service Trucks – 10 year/conditional review
 - PW – Backhoe/Loader/Other Large Equipment – 10year/conditional review
 - PW – Small Equipment – 5 to 10 year/conditional review
- Parks – Service Trucks/Equipment – 10year/conditional review
- Light Duty Fleet
 - Motor Pool – 5year frontline – transfer/repurpose
 - Motor Pool – 5-7 out of town use / 3-5 years local only
 - Other Vehicles – 10year/conditional review
 - Equipment – 10years/condition review
 - Handheld Equipment – Department discretion avg 3-5 years

10 Year Replacement Forecast

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

~\$1.5-1.7M Annually

Vehicle Replacement FY 2020

- 9 Ford Explorers for Police Dept.
- 1 Regular Cab Truck for Facilities
- 1 Regular Cab Truck for Utility Billing
- 1 Crew Cab Service Truck for Water
- 2 SUV Command Vehicle for EMS
- 1 Ambulance for EMS
- 1 Tractor for Drainage
- 1 Ladder Truck for Fire Dept.
- 1 F250 for Fire Dept.
- 1 Regular Cab for Inspections
- 1 Regular Cab for Streets
- 1 Truck for Animal Control Services
- 1 Crew Cab Dually Truck for Fleet
- 1 Crew Cab Service Truck for Fleet

Policy Development

- Asset Management -- Manager Plus
 - Vehicle Assignment (Fleet or Departments)
- Vehicle Operators
 - Training Program
- Vehicle Incident
 - Reporting Procedures
 - Insurance
- Take Home Policy
 - Department Review
 - Vehicle Assignments

Take Home Policy

- Rationale
 - Accountability / Vehicles better maintained / Lower Maintenance Cost
 - More vehicles available during special events / emergencies
 - Higher visibility / Quicker response
 - Benefit to Employees
- Vehicle Cost
 - Initial Purchase: $68 * \$60K = \$4.08M$
 - Annual Replacement: ~\$750K (18% of Fleet Cost)
- Average Daily Usage – 78%
 - Percent of Fleet on the Road



Take Home Policy (Patrol Vehicles)

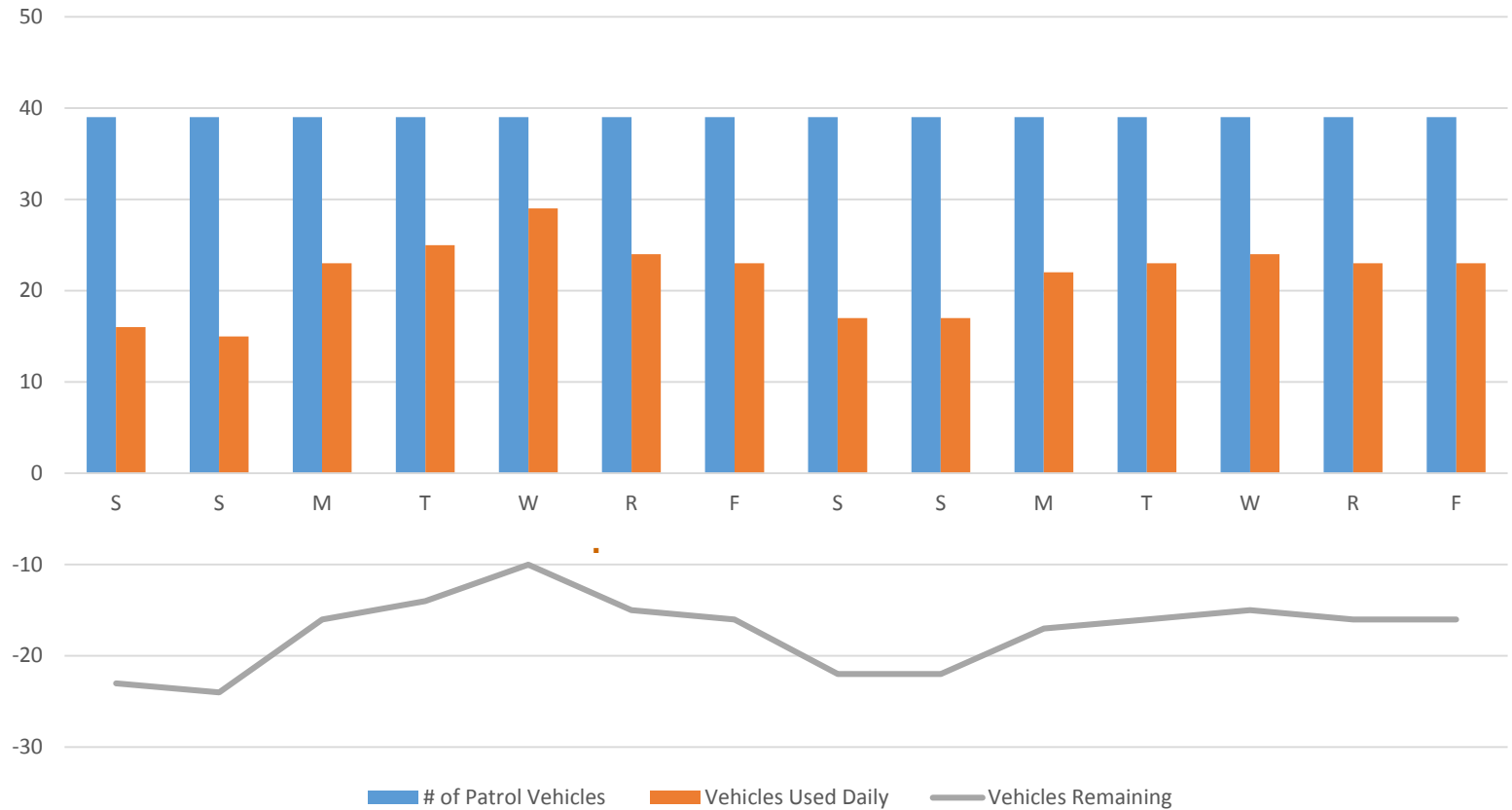
- Vehicle Cost
 - Initial Purchase: $39 * \$60K = \$2.3M$
 - Annual Replacement: ~\$500K (21.7% of acquisition)
- Vehicle Maintenance
 - Increased Life Span to 6-8 years (+3 years)
 - Lower Maintenance Costs (-1%, ~\$50K)
 - Increased availability (+5%, +2 Vehicles available (\$120K))
- Average Daily Usage
 - Weekday – 61%
 - Weekend – 43%



% of Fleet on the Road

Usage

Daily Patrol Vehicle Usage



Recommendation

- Maintain current replacement and acquisition schedule
- Continue annual review of policies & make changes as needed
- Continue and expand Asset Management of Fleet Vehicles

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Library
Subject: American Society of Radiologic Technologists Grant Award. (B. James/M. Uhlhorn)

BACKGROUND

Earlier this year, the American Society of Radiologic Technologists (ASRT) announced a grant opportunity for public libraries. The grant was for \$500.00 to be used for adult and youth books and materials focusing on radiology and related science and medical topics. Library staff applied for the grant and received notice in August of the award. Materials were purchased in September. All materials have been processed and were placed on display during the first week of November in honor of National Radiologic Technology Week, along with displays of various X-rays and facts about the history of imaging and radiology.

In all, the Library was able to purchase 33 books and puzzles for the collection with the grant money.

GOAL

n/a

COMMUNITY BENEFIT

n/a

SUMMARY OF RECOMMENDED ACTION

n/a

FISCAL IMPACT

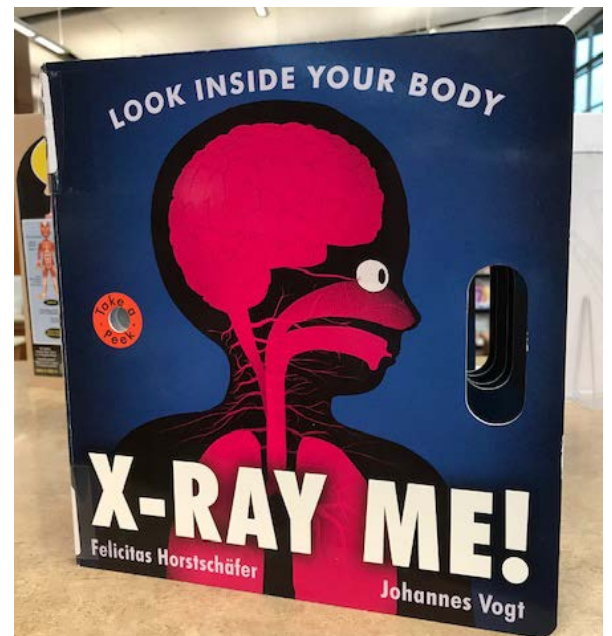
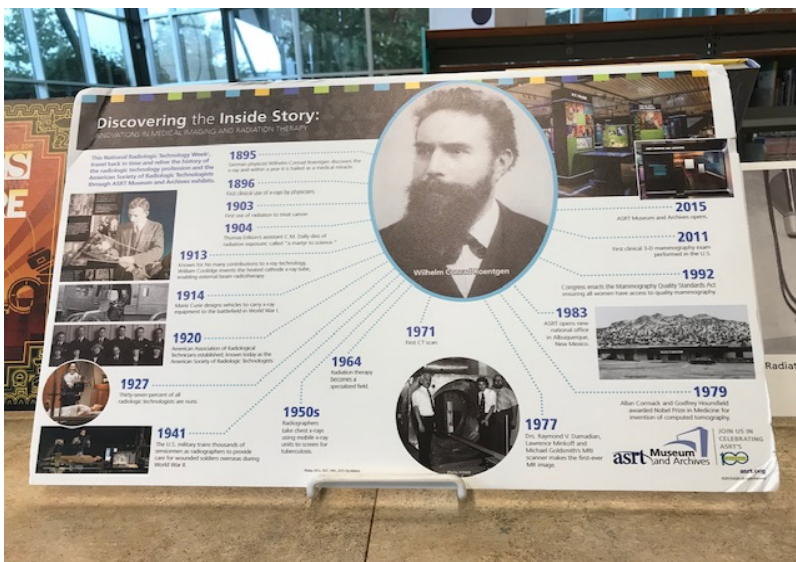
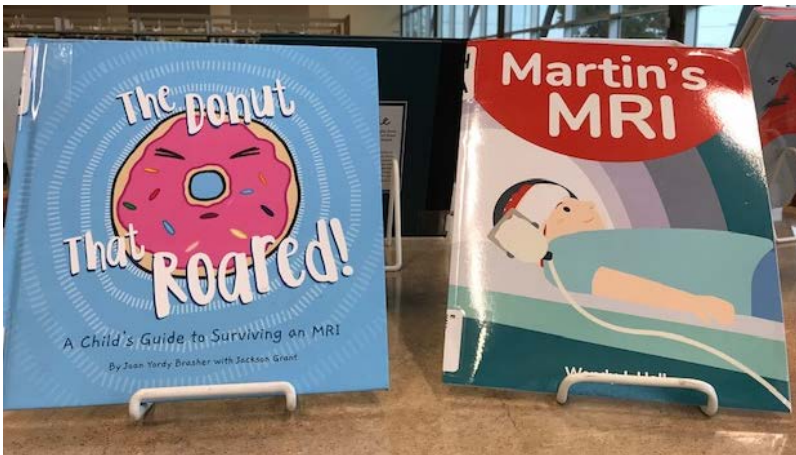
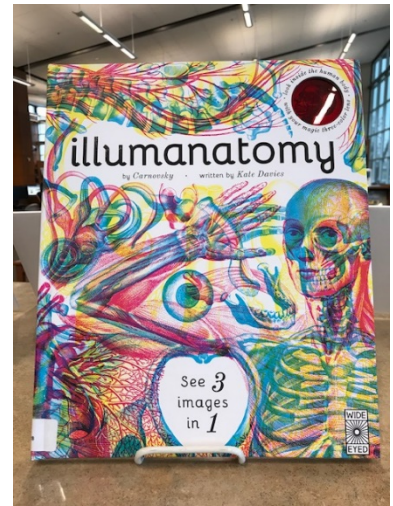
An additional \$500 in materials on radiology and related science and medical topics

RECOMMENDATION

n/a

Attachments

ASRT phptos





CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019

Department: Finance

Subject: Correction on the Water Meter Update Workshop. (B. James/J. Walters)

BACKGROUND

The City Council held a Regular City Council meeting on October 22, 2019.

Previous information on San Antonio's water rates were incorrect and not comparable to the City's situation. The rates presented were only their stated "Water and Sewer" rates, however they also have a "Water Supply Fee" that is also charged for every 1,000 gallons used by their customers.

This fee is to provide for the costs of securing additional water infrastructure to meet growing needs. Schertz includes those estimated costs in their base fee. Therefore, for a true comparison the water supply fee should be included when comparing rates between the two cities.

With this new information, San Antonio residents will have a lower water bill up to around 8,000 gallons. Usage above that amount will result in lower bills for Schertz residents.

Attached is a comparison between the rates of the two cities with the water supply fee included.

Attachments

Schertz vs San Antonio Water Rates

Schertz

Base Rate	24.61
Range in gallons	Rate per 1,000 gallons
0-6,000	\$3.04
6,001-9,000	\$3.09
9,001-12,000	\$3.34
12,001-15,000	\$3.61
15,001-18,000	\$3.82
18,001-30,000	\$4.81
30,001-45,000	\$5.46
45,001-60,000	\$5.81
60,001-75,000	\$6.03
75,001 +	\$6.15

San Antonio

Base Rate	\$12.82		
Range in gallons	Rate per 1,000 gallons	Water supply fee	Total per thousand
0-2,992	\$0.74	\$1.04	\$1.78
2,993-4,489	\$1.30	\$1.82	\$3.11
4,490-5,985	\$1.67	\$2.34	\$4.00
5,986-7,481	\$2.03	\$2.86	\$4.89
7,482-10,473	\$2.41	\$3.38	\$5.78
10,474-14,962	\$2.78	\$3.90	\$6.67
14,963-20,199	\$3.33	\$4.68	\$8.01
20,200+	\$4.81	\$6.76	\$11.57

San Antonio Rate Calculator

<https://apps.saws.org/service/rates/ratecalc/index.cfm>

San Antonio residents can use the above link to estimate their bills based on their consumption.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Engineering
Subject: Monthly update on major projects in progress/CIP. (B. James/K. Woodlee)

Attachments

December Major Project Update

CITY COUNCIL MEMORANDUM

City Council Meeting:

December 3, 2019

Department:

City Manager

Subject:

Update on major projects in progress/CIP, City View, Utility Meter Swap Out, and Civic Rec Software

Background

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

Drainage Projects:

1. **East Dietz Creek Desilting:** No change from November update. Final completion was given on 94% of the project where revegetation has been established. C-3 Environmental will need to remove some accumulated silt on the Borgfeld Road end of the channel prior to final acceptance.

Facilities Projects:

1. **Fire Station 3:** The Fire Department has moved into the new station. This was done in order to cut down on response time. Byrne is working thru the punch list and is scheduled to be complete with the punch list December 6, 2019.
2. **Civic Center A/V Upgrades:** No change from November update. In September of 2019, City Council approved purchases of equipment with Summit Integration Systems for the A/V upgrades for the Civic Center (Ballroom and Bluebonnet Hall). Staff added a \$20,000 owner controlled contingency for a total not to exceed amount of \$235,150. After this was approved, Civic Center and IT staff met with Summit to discuss the touch panel details (how we want it to look when it's being used) and to finalize the dates for the installation. Currently, installation is set for the end of December/first couple weeks of January with the intent of minimizing disruption to any previously scheduled events. Additionally, staff worked with Facilities and Purchasing to secure an electrician for the electrical work needed. Projected electrical cost is \$8,040.

Water Projects:

1. **Water Meter Change Out:** As of November 4, 2019, approximately 14,940 meters have been changed out (of approximately 14,984 meters). Replacement of meters started in areas

with the most manual reads by staff. Staff is currently estimating a December 2019 completion date for all meter change outs.

2. **FM 1103 Utility Relocation Project:** D. Guerra continues to work on installing new waterline. Two offsets around proposed TxDOT storm inlets were completed this month. Work was slowed due to the presence of dry utilities that had to be worked around. Work will continue down FM 1103 towards IH-35. The project is expected to be completed in late January of 2020.

Engineering Projects:

1. **2018 Street Preservation and Maintenance/Rehabilitation Project:** Schedule I of the project was awarded to D & S Concrete Contractors. Schedule I will reconstruct Schertz Parkway from Maske Rd to Woodland Oaks with a new concrete pavement section and will reconstruct Tri-County Parkway from I-35 to Corridor Parkway with new concrete pavement. The contract documents are in the process of being executed. Staff is re-working the bid package to remove the Schedule I information from the package so Schedule II and Schedule III can be re-bid.
2. **Corbett Elevated Water Storage Tank:** The pedestal wall construction was completed this month. Work on the pedestal dome has begun and is scheduled to be poured in the middle of December. Work on Waterline A, which replaces the existing waterline on Schaefer Road, has been installed, but not tested from approximately Hillbrook Drive to FM 1518. The project is expected to be completed July of 2020.
3. **Woman Hollering Creek Wastewater Interceptor Main and Lift Station:** CobbFendley continues to work on final plan revisions, the lift station plat document, the lift station site plan, and the bid documents. City Staff and CobbFendley continue to negotiate with property owners to acquire necessary easements for the project. Negotiations continue with property owners via email correspondence and face to face meetings. Counteroffer Response Letters have been sent out to all remaining property owners as well as some Final Offer Letters. No new easements were acquired this month so the total number of easements acquired remains at 15 out of a total of 21.
4. **Pedestrian Routes and Bike Lanes Project:** Final design submission to TxDOT is waiting on final environmental clearance. Ford Engineering has completed the 100% plan revisions as well as the project manual to be submitted to TxDOT for approval. City Staff continues to work to acquire the remaining ROW necessary for the project on E. Live Oak Road. The letting date for the project has been pushed back by TxDOT and is currently set at April of 2020.

TxDOT Roadway Projects:

1. **FM 1103 Improvement Project:** No change from November update. Utility relocations continue (including electric, communications, gas, water, and wastewater). Schertz Public Works is working to relocate water and wastewater lines that conflict with the planned

roadway and drainage improvements (see FM 1103 Utility Relocation Project update). The target let date for a construction contract is June of 2020.

2. **FM 1518 Improvement Project:** TxDOT continues acquiring property needed for the expansion project. Approximately half of 140 parcels needed for right of way have been acquired. TxDOT also continues to work on value-engineering project. The first utility coordination meeting was held on November 18, 2019, and was attended by City of Schertz Engineering and Public Works Staff. Staff is working to determine the scope of necessary utility relocations in the FM 1518 project corridor. The TxDOT project is currently scheduled for letting in September of 2022; construction may begin as early as January of 2023.
3. **I-35 Operational Improvements Project (FM 2252 to Schwab Road):** No change from November update. Work continues on frontage road shoulders and at VIA park and ride lots. Scheduled work during the coming weeks includes concrete traffic barriers and retaining wall work. Lane closures and traffic rerouting will occur as necessary. TxDOT and its contractors will keep City Staff informed of detours and closures so that the City can assist in disseminating the information to the public in a timely fashion. The current schedule includes a project completion in December of 2020.
4. **I-35 NEX (I-410 South to FM 1103):** No change from November update. A full description of the project to expand I-35 from I 410 South to FM 1103 can be found by searching keywords "I-35 from I-410" at TxDOT.gov. Schematic exhibits of the proposed improvements are available on that website. Public Works and Engineering staff are participating in utility coordination meetings with TxDOT and its contractor regarding relocations that may need to take place in advance of or in conjunction with the roadway construction. Construction is expected to begin in spring of 2021 and take 4 to 5 years to complete.

Planning and Community Development Projects:

1. **CityView Permitting and Development Software:** We are in the final stages of data collection and have been meeting with department representatives to wrap up the collection process. City staff and CityView have agreed on a phased approach for submitting our three modules which will be submitted in the following order Code Enforcement, Planning and Permitting/Inspections. Once the data collection is complete, the CityView Team will configure the software and return it to the City for User Acceptance Testing. At this time staff has submitted the Code Enforcement portion to CityView for configuration. Staff is currently finalizing the data collection portion for the Planning module with submittal to CityView coming in the upcoming month/s. After the Planning module has been submitted, staff will then focus on the Permitting/Inspections portion. Once the configured software is tested, we will move to staff user training and then go live with the software. A tentative project completion schedule will be determined once configuration of the software has been completed.

Information Technology Projects:

1. **Civic Rec Scheduling System:** Parks Dept is moving forward with data gathering in advance of configuring system. Training will be scheduled once configuration documents are complete and accepted.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 3, 2019
Department: Executive Team
Subject: Information on Board/Commission Overview. (B. James)

BACKGROUND

With the election of new members of City Council, staff is providing background information on various City Boards, Commissions, and Committees.

Attachments

Board and Commission Overview

Schertz Animal Care Advisory Committee

Purpose: To encourage responsible pet ownership by providing an animal registration program, field enforcement services, educational services, and life safety services. The humane care and successful adoption and placement of stray and unwanted animals and the eradication of rabies from the community's animal population.

- ▶ 6 Regular members; two-year staggered terms—Committee meets 4 times a year. (February, May, August, November)
- ▶ Meets first Wednesday of each quarter at 6:00 p.m., City Council Chambers Conference Room.

Board of Adjustment

Purpose: Serves as an appeal board for individuals seeking variances to the Zoning Ordinance regulations and construction violations or to a decision made by an administrative official enforcing the ordinance.

- ▶ 5 Regular members; and 2 Alternate members two-year staggered terms.
- ▶ Meets on as needed

Building & Standards Commission

Purpose: Serves as an appeal board for individuals seeking an appeal to a decision of the Fire Marshal or Building Official and reviews and takes action on buildings found to be in violation of certain city ordinance or a public nuisance.

- ▶ 5 Regular members; and 2 Alternate members; two-year staggered terms.
- ▶ Meets on an as needed basis at 6:00 p.m., City Council Chambers

Committee of Committees Advisory Board

Purpose: Provide guidance and feedback on future planning and long term prioritization of City initiatives. Additionally the Committee of Committees will be responsible for increased communications and coordination between boards.

- ▶ 7 members who each sit on a different City Board, Commission, or Committee Regular members
- ▶ Meets quarterly at 3:00 p.m., City Council Chambers Conference room

Schertz Economic Development Corporation

Purpose: The Schertz Economic Development Corporation (SEDC) is to foster and promote responsibility, economic development activities that result in capital investment, job creation, business retention, an increased tax base and improved and sustainable quality of life for the citizens of Schertz and community at large. The SEDC Board of Directors serves an advisory board for all activities, programs and projects that further these objectives.

- ▶ Meets 4th Thursday each month at 6:00 p.m., City Council Chambers.
- ▶ 7 Regular members; two-year staggered terms.

Schertz Historical Preservation Committee

Purpose: Assist in the preservation of historic Schertz through programs and projects that increase public awareness of the value of historic, cultural, and architectural preservation. Collect, authenticate, assemble, display and archive artifacts, documents, photographs, structures, and places of historic interests.

- ▶ 14 Regular members; two-year staggered terms.
- ▶ Meets quarterly on the 4th Thursday of the month (January/April/July/October) at 6:30 p.m., Building #1, Bob Andrews Conference Room.

Library Advisory Board

Purpose: To advise City Council on continued development and improvements of the Schertz Public Library and services.

- ▶ 12 Regular members and 2 Alternate members; two-year staggered terms.
- ▶ Meets 1st Monday of each month at 6:30 p.m., Schertz Library.

Main Street Committee

Purpose: Make recommendations on ordinances, policies and programs to revitalize the Main Street Area.

- ▶ 4 members of City Council
- ▶ Meets on an as needed basis, City Council Chambers

Parks & Recreation Advisory Board

Purpose: Provide a forum to communicate between the citizens and City Officials in the stewardship and conservation of Schertz's natural and recreational resources, while promoting the well-being of the community and improvement of the quality of life for all residents.

- ▶ 9 Regular members and 2 Alternate members; two-year staggered terms
- ▶ Meets Bi-monthly on the 4th Monday of the month at 5:30 p.m. Building #1, Bob Andrews Conference Room.

Planning and Zoning Commission

Purpose: To ensure planned and purposeful development in the City of Schertz and its extraterritorial jurisdiction, to protect the integrity of our natural resources and neighborhoods, and to enforce State and Local statutes and ordinances.

- ▶ 7 Regular members; and one alternate; two-year staggered terms.
- ▶ Meets 2nd and 4th Wednesday of each month at 6:00 p.m., City Council Chambers.

Tax Increment Reinvestment Zone Board

Purpose: Make recommendations to the governing bodies that created the zone concerning the administration of the zone including overseeing the implementation of the project and financing plan.

- ▶ 6 of the members are appointed by City Council
- ▶ Meets quarterly at 4:00 p.m., Building #1, Bob Andrews Conference Room.

Transportation Safety Advisory committee

Purpose: Makes recommendations to help identify and resolve transportation-related safety concerns; including local roadway problems, parking, roadway bicycle use, creating pedestrian friendly areas, and neighborhood traffic calming.

- ▶ 9 Regular members and 2 Alternate members; two-year staggered terms.
- ▶ Meets 1st Thursday of each month at 5:30 p.m., City Council Chambers Conference Room.