



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
December 10, 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 10, 2019 at 6:00 p.m.

COUNCIL MEMBER INDIVIDUAL PHOTOS 4:00 PM TO 5:15 PM
GROUP COUNCIL PHOTOS 5:30 PM

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

Presentations

- Proclamation recognizing Norma Basha's 100th Birthday. (Mayor Gutierrez/N. Basha)

City Events and Announcements

- Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)
- Announcements and recognitions by the City Manager (M. Browne)
- Announcements and recognitions by the Mayor (M. 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 December 3, 2019. (B. Dennis)
2. **Resolution No. 19-R-168** - Consideration and/or action approving a Resolution authorizing a Public Library Interlocal Agreement for mutual access to CloudLibrary digital resources. (B. James/M. Uhlhorn)
3. **Resolution No. 19-R-164** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into a Memorandum of Understanding with The State Of Texas for The Texas Statewide Interoperability Channel Plan as Amended and other matters in connection therewith. (C. Kelm/K. Long)
4. **Resolution No. 19-R-167** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing expenditures with CASCO Industries totaling no more than \$70,000.00 for Firefighting Supplies and Equipment during the 2019-2020 Fiscal Year and other matters in connection therewith. (C. Kelm/K. Long)
5. **Resolution No. 19-R-169** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into an agreement with Hanson Aggregates LLC, for the lease of 25 acre/ft of Edwards Aquifer Permitted Water. (C. Kelm/S. Williams/J. Hooks)
6. **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) ***Final reading.***

Discussion and action items

7. **Resolution No. 19-R-170** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas on a request for a Schertz Main Street Local Flavor Economic Development Grant for 816 Main Street and related matters in connection therewith. (B. James)

Roll Call Vote Confirmation

Workshop

- 8.** Schertz Area Senior Center Operations Update. (B. James/L. Shrum)
- 9.** City Council Liaison Appointments - Discussion and possible action regarding various City Council liaison appointments. (Mayor/Council/B. Dennis)
- 10.** SEDC Annual Report FY 2018-2019. (M. Browne/D. Vincent)
- 11.** Presentation on UDC Requirements Relating to Nonconforming Billboards. (B. James/L. Wood)

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**

- 12.** Information on 2020 Master Calendar and Boards/Commissions. (M. Browne/S. Gonzalez)

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 6th DAY OF DECEMBER 2019 AT 4:00P.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 Audit Committee Investment Advisory Committee Interview Committee for Boards and Commissions	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 10, 2019
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of December 3, 2019. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on December 3, 2019.

RECOMMENDATION

Recommend Approval.

Attachments

Draft Minutes 12-03-2019

DRAFT

MINUTES REGULAR MEETING December 3, 2019

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on December 3, 2019, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Tim Brown; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Scott Larson; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward

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

Call to Order – City Council Regular Session

Mayor Gutierrez called the regular meeting to order at 6:00 p.m., and indicated Council would take a 30-minutes recess for the Tree Lighting ceremony.

Mayor Gutierrez reconvened the regular meeting at 6:30 p.m.

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

Mayor Gutierrez asserted his privilege and provided holiday best wishes comments to all.

Oath of Office

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

City Secretary Brenda Dennis provided the Oath of office to Re-Elected Councilmember Mark Davis and his certificate of election was presented.

Presentations

- Presentation of awards regarding the SCUCISD Annual Art and Essay contest winners. (B. James/C. Allen/E. Strong)

Presentation of awards were provided to the 1st, 2nd and 3rd place winners.

- Introduction of the Student Mayors and Student Councilmembers for the Day. (Mayor Gutierrez/B. Dennis)

City Secretary Brenda Dennis provided an overview of the program, thanking all those involved in the process. She had each student provide a little information on what they had learned. Mayor Gutierrez and City Manager Dr. Browne provided the students with a certificate and plaque of appreciation.

- Presentation - Placement of Michael Carpenter's official photo in the Council Chambers - (Mayor Gutierrez/B. Dennis/Michael Carpenter)

Mayor Gutierrez recognized former Mayor Michael Carpenter and his wife Missy for the unveiling of Mayor Carpenter's Official Council Chambers photo. Mr. Carpenter came forward providing his sincere appreciation and thanks.

City Events and Announcements

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

Mayor Gutierrez recognized Assistant City Manager Brian James who provided the following announcements:

Saturday, December 7

Holidazzle 8:00 AM to 9:00 PM

Hal Baldwin Complex

Breakfast with Santa, ice skating rink, live entertainment, Kris Kringle market, and a lighted night parade. For more information, visit Schertz.com.

Tuesday, December 10

City Council Meeting 6:00 PM

City Council Chambers

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

None at this time

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

None at this time

Employee Recognition

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

Mayor Gutierrez recognized City Manager Dr. Browne who provided a brief bio, recognized and presented Ms. Gutierrez with her 20-year pin for her years of service to the City. Ms. Gutierrez recognized her family and colleagues who were present.

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

Various Department Directors introduced their newly hired employees. Ashley Dwight was not able to attend.

Hearing of Residents

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Mayor Gutierrez recognized the following:

- Mr. Pete Larrieu, 2408 Newning, who addressed council regarding the City's sign ordinance and restrictions on small businesses.

Consent Agenda Items

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

The following items were into record:

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)

Moved by Councilmember David Scagliola, seconded by Councilmember Michael Dahle To approved consent agenda items 1 through 8.

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

Passed

Councilmember Davis requested agenda item 9 be removed from the consent agenda for separate action.

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)

Mayor Gutierrez recognized Councilmember Davis who requested staff provide a background and understanding of the restrictions for the various grants that are available and an explanation of how it relates to the Main Street project. Councilmember Scott also requested staff provide additional background information and how one goes about applying for the grants.

Moved by Mayor Pro-Tem Tim Brown, seconded by Councilmember Allison Heyward

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

NAY: Councilmember Rosemary Scott

Passed

Discussion and Action Items

The following item was read into record:

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)

Mayor Gutierrez recognized Finance Director James Walters who introduced this item addressing questions from Council. Staff recommended Councils approval.

Moved by Councilmember Mark Davis, seconded by Mayor Pro-Tem Tim Brown

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

Passed

The following item was read into record:

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.***

Mayor Gutierrez recognized Finance Director James Walters who introduced this item addressing questions from Council. Staff recommended Councils approval.

Moved by Councilmember Mark Davis, seconded by Councilmember Allison Heyward

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

Passed

Workshop

The following item was read into record:

- 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)**

Mayor Gutierrez recognized Human Resource Director Jessica Kurz who introduced this item addressing several questions from Council.

Moved by Councilmember Rosemary Scott, seconded by Councilmember Michael Dahle

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

Passed

- 13. Presentation on City Owned Properties in Freeway Manor and Proposal for Future Property Acquisition. (B. James)**

Mayor Gutierrez recognized Assistant City Manager Brian James who introduced this item providing Council with background information regarding the Freeway Manor properties and possible proposal for future property acquisitions. Members of Council discussed this item at length with staff providing additional information. It was the concurrence of members of Council present to have staff continue to purchase properties as they come up for sale.

- 14. Status of Vehicle Fleet. (C. Kelm)**

Mayor Gutierrez recognized Assistant City Manager Charles Kelm who came forward providing a PowerPoint presentation on our vehicle fleet addressing questions from Council.

Roll Call Vote Confirmation

City Secretary Brenda Dennis provided the roll call vote confirmation on agenda items 1-12.

Requests and Announcements

- Announcements by the City Manager.

Dr. Browne stated that he and Assistant City Manager Kelm will be out of the office Thursday and Friday attending training for the Public Funds Investment Act.

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

Councilmember Dahle requested a workshop discussion item of Southern Schertz update on FM 1518, Woman Hollering Creek Project, and update on our comprehensive plan.

Councilmember Davis requested a review of the Historical Preservation Grant Program to see if we need to update it and potentially expand the Historical Grant.

Councilmember Davis also requested we add to our Capital Improvements Projects updates any Interlocal agreements we have.

- Announcements by Mayor and Councilmembers

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

Councilmember Davis stated he will not be able to attend the Holidazzle event as it is his wedding anniversary and plans were previously made.

Councilmember Scott stated she will be attending the Holidazzle event.

Councilmember Dahle announced attended the Founders Classical Academy cooking club cooking contest and also that working with City Secretary Brenda Dennis the Founders Classical Academy will now be a part of the Student Mayor/Student Council for the day program.

Councilmember Scagliola who stated had a great time today with the Student Mayors and Student Council for the day students and thanked City Secretary Brenda Dennis for the continued program.

Councilmember Heyward attended the following events:

Guadalupe County Coalition Event
Nexus Ground Breaking
Senior Center Round-table meeting

TML Time Management Workshop

Mayor Gutierrez stated he attended the following events:

Electromagnetic Quarterly meeting

Nexus Ground Breaking

Chamber Annual Awards Luncheon

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

Mayor Gutierrez adjourned the meeting at 9:26 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 10, 2019
Department: Library
Subject: Resolution No. 19-R-168 - Consideration and/or action approving a Resolution authorizing a Public Library Interlocal Agreement for mutual access to CloudLibrary digital resources. (B. James/M. Uhlhorn)

BACKGROUND

BACKGROUND

The Schertz Public Library began offering e-books and e-audiobooks to our community more than a decade ago. Library customers no longer think of our digital resources as a novelty, but a much-appreciated service. It is a service, however, that comes with some challenges. On the up side, digital content:

- Offers flexibility to our customers. E-books and e-audiobooks are one more way to fit reading into busy lives.
- Provides access to reading materials to people who aren't able to physically come into the library. From deployed military personnel to children stuck at home with the measles to shut-in elderly persons, reading can still be part of life even when access is limited.
- Makes it easy to update content or provide access to out-of-print content. This is particularly important when providing non-fiction and educational materials.
- Allows libraries with limited space for physical collections to maintain minimum materials per capita levels when they run out of room.

On the down side, digital content:

- Costs far more initially for a library to provide than regular print materials. The average cost of an e-book to libraries is around \$60 vs. \$26 for print.
- Is difficult for customers to discover without a platform for viewing it and the ability to integrate the titles into regular library catalogs.
- Is proving to be almost impossible to build up into a robust collection over time because publishers are metering the content. Metering is the practice of requiring a library to purchase a copy of a book over and over again because the license only lasts for 26 or 52 check-outs. Other metering models are based on unlimited check-outs for a limited period of time, such as 12 or 24 months. Some publishers allow libraries to purchase titles with a perpetual license, meaning that the library owns the title forever. A perpetual license title can cost more than \$100.00, but fewer and fewer titles have perpetual licenses.

In 2017, eleven public libraries in the Dallas area, discouraged by the unfavorable terms of their digital consortium, the high cost of providing digital content, and their inability to build up the number of titles in their digital collections even after significant investment, began looking for a new way to share their digital content with each other. Their idea was to create a system based on the way libraries share their physical collections through interlibrary loan. Each library in the group would own their own content (unlike most consortia which own titles collectively) and let other libraries borrow a title when their own customers weren't using it. They formed a coordinating committee, partnered with Bibliotheca (formerly known as 3M and one of the largest digital content providers to public libraries), to create a platform that allowed title sharing, and created the interlocal agreement before you. Once the libraries began sharing their content through this digital interlibrary loan system, they all saw dramatic increases in usage and decreases in wait time for their customers. Library customers immediately had access to more than 10 times the number of titles they had previously. Several months later, Bexar County's Bibliotech library joined the group and the number of titles available to their customers sky-rocketed.

In the last year, the group has grown to about 25 libraries, including our neighbors New Braunfels, Seguin and Boerne. The number of unique titles available to customers is currently more than 60,000. In less than two years, the group collectively had more than a million circulations.

Once a library joins the group, the interlocal agreement is in place until a library dissolves the relationship with written notice, violates the terms and is voted out of the group by the coordinating committee, or the Bibliotheca CloudLibrary cloudlinking program is no longer available.

FISCAL IMPACT

There are no membership fees associated with being part of the agreement. The interlocal agreement does require each participating library to spend a minimum amount per year on content. The requirement is to spend a minimum of \$10,000 or 10% of a library's materials budget, whichever is less, in order to have a robust collection for users. For the Schertz Public Library, this means we must meet an expenditure level of \$10,000 per year. We currently spend more than this amount on e-books and e-audiobooks through two other vendors, Overdrive and RBDigital. RBDigital content is licensed to us but doesn't actually belong to us. Usage of that particular resource is low, so we are dropping RBDigital at the end of December and redirecting the funds earmarked for it to CloudLibrary purchases. We will continue to provide access to e-books and e-audiobooks through our Overdrive Lone Star Digital Library (LSDL) consortium until at least 2021 when our current agreement ends, but we may continue to fund both platforms.

You may ask why we would continue funding Overdrive purchases beyond 2021 if the interlibrary loan model of providing e-books seems to work better than the consortium model. First, not all titles are available through every vendor. We purchase print titles from multiple vendors for the same reason. Second, Overdrive is currently the only vendor licensed to provide Kindle format titles to public library users. Older Kindle devices are still popular with our customers at this time. Third, we are a founding member of LSDL and its primary manager. Our withdrawal could severely hamper the ability of the other member libraries to provide access to e-content. We, of course, will choose a course that is best for our customers, but there may be no need to disrupt the operation of a consortium that has operated successfully for a decade. The Dallas-area libraries were hampered by their consortium's terms-of-service, but our own consortium's terms are less restrictive. We have the option of moving our owned content from Overdrive to CloudLibrary in 2021 should it make sense to do so. We also have the option of moving all eligible LSDL consortium holdings to CloudLibrary if all the members agree to move to the platform.

Our main interest in the ability to borrow e-content through the ILA is to expand the number of titles available to our customers. The real draw-back with the LSDL consortium is that it is limited to a finite number of libraries in a specific geographic area. It can't grow any larger. Most of the member libraries are small with extremely limited budgets, so it's unlikely the amount of money available to purchase content will change much over time.

RECOMMENDATION

This Interlocal agreement is advantageous to our customers in that they will have access to far more titles than we can afford to provide on our own. They will also have access to more copies of titles, driving down wait times. Staff recommends adoption of this Resolution authorizing the Public Library Interlocal Agreement for Mutual Access to CloudLibrary Digital Resources.

Attachments

CloudLibrary Signature Page

CloudLibrary ILA

RESOLUTION NO. 19-R-168

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS
AUTHORIZING A PUBLIC LIBRARY INTERLOCAL AGREEMENT FOR
MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES, AND OTHER
MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City Council (the "City Council") of the City of Schertz (the "City") has determined that it is in the best interest of the City to enter into a Public Library Interlocal Agreement with other local governments which have executed an Interlocal Agreement for Mutual Access to Cloudlibrary Digital Resources (the "Parties"), permitting the citizens of the City to utilize the CloudLibrary digital resources of the Parties and vice versa; now, 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 execute and deliver the Public Library Interlocal Agreement for Mutual Access to Cloudlibrary Digital Resources in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 10th day of December, 2019.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, TRMC, CMC City Secretary

EXHIBIT A
PUBLIC LIBRARY INTERLOCAL AGREEMENT

See attached

APPROVED BY THE GOVERNING BODY OF PARTICIPATING ENTITY, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS, this ____ day of _____, 2019.

EXECUTED BY:

MARC BROWNE, CITY MANAGER

ATTEST:

BRENDA DENNIS, CITY SECRETARY

Liaison:

Melissa Uhlhorn
Library Director

Notice to:

Schertz Public Library
798 Schertz Pkwy
Schertz, TX 78154
Attn: Melissa Uhlhorn
210.619.1701

APPROVED AS TO FORM:

CITY ATTORNEY

SECOND AMENDED INTERLOCAL AGREEMENT FOR MUTUAL ACCESS TO CLOUDLIBRARY DIGITAL RESOURCES

This Interlocal Agreement (“Agreement”) is made and entered into by and among the local governments which have executed it (“Parties”). The Parties, acting by and through their authorized officers execute this Agreement pursuant to Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act (the “Act”).

WHEREAS, the Parties are local governments engaged in promotion of public health and welfare by providing easy access to the broad range of public library services to their citizens, including Bibliotheca cloudLibrary digital resources; and

WHEREAS, the Parties desire to further expand public access to digital content by sharing their respective Cloud Resources, as hereinafter defined, among their respective libraries; and

WHEREAS, the Bibliotheca cloudLink service allows libraries using the service to share their Cloud Resources with each other; and

WHEREAS, the Act provides authorization for local governments to contract with one another to provide governmental functions and services; and

WHEREAS, provision of public library services are governmental functions and services under the terms of the Act;

WHEREAS, the governing body of each local government believes that the Agreement is necessary for the benefit of the public and that each party has the legal authority to provide governmental functions and services that are the subject of the Agreement; and

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I Definitions

Unless the context clearly indicates otherwise, the following words and phrases used in this Agreement shall have the following meaning:

“Cloud Resources” shall mean all library content provided by the Parties for upload into the Bibliotheca cloudLibrary for the mutual benefit, access and/or use of the Parties and their Libraries.

“Coordinating Committee” shall mean the representatives selected to represent each Party from the participating Parties in this Agreement.

“Library or Libraries” shall mean the library/ies and resources thereof of the Parties.

“Local Government” shall have the meaning given in Section 791.003 of the Act, as amended.

ARTICLE II

Term

2.1 The initial term of this Agreement shall be for a period of ten (10) years beginning on May 31, 2017, unless sooner terminated as provided herein (“Initial Term”). The Initial Term may be extended by written agreement of the Parties for one or more five (5) year renewal terms (each a “Renewal Term”); provided that any such renewal occurs not less than 30 days prior to the end of the then current term.

ARTICLE III

Responsibilities of the Parties

3.1 Access. Each Library shall allow cardholders of the other Libraries to access and check out its Cloud Resources through the Bibliotheca cloudLink service under the terms and conditions of the cardholder’s Library, unless otherwise specified in the Agreement.

3.2 Policies and Procedures. The current policies and procedures of each Library shall remain in effect, with no coordination or standardization required, except that the following procedures shall be followed for shared Cloud Resources:

- a. Cloud Resources may only be placed on hold by cardholders of the Library which owns the Cloud Resource in question.
- b. Available Cloud Resources may be checked out by any cardholder of a participating Library.
- c. The circulation period of the Cloud Resources are determined by the circulation policies of the cardholder’s Library and may vary among Libraries.
- d. Each Library shall track the number of items checked out from their respective Libraries and create an annual report by fiscal year of such data for review by the Coordinating Committee. These reports shall be provided to the Coordinating Committee annually by not later than January 1st.
- e. Each Library shall submit an annual report of expenditures on Cloud Resources in the preceding fiscal year as set by that Party to the Coordinating Committee annually by not later than January 1st.

- f. Each Library shall submit an annual report of their overall materials budget if their expenditure on Cloud Resources is less than \$10,000 per fiscal year. This report shall be provided to the Coordinating Committee annually by not later than January 1st.

3.3 Liaison Designated. By this Agreement, each Party designates its director of library services or equivalent, as listed on each Party's signature page hereto attached, to act on behalf of the Party to ensure the performance of all duties and obligations of the designee's Party as herein stated, to serve as a liaison for the Party with and among the Parties, and, if necessary, to serve on the Coordinating Committee.

3.4 Participation Requirements. Each Library shall spend a minimum of \$10,000 or 10% of its overall materials budget, whichever is less, on Cloud Resources during each fiscal year as set by that Party. Compliance with this section will not be required for any fiscal year during which a Party did not participate in this Agreement for the entire fiscal year. Compliance with this and other requirements will be determined by the Coordinating Committee on an annual basis, based on reports required by Article III.

3.5 Addition of Members. Any local government in the state of Texas which has contracted for the use of the Bibliotheca cloudLibrary cloudLink service and agrees to abide by the terms of this Agreement may join this Agreement as a Party upon approval by a majority of all of the members of the Coordinating Committee. If approval is given, the new participating entity shall join the Parties by adopting and executing this Agreement through an action of the Party's governing body.

3.6 Cost. Each Party will bear its own cost of performance under this Agreement.

ARTICLE IV

The Coordinating Committee

4.1 Coordinating Committee.

- a. The Coordinating Committee membership shall be the designated liaisons from the following local governments:
 - i. City of Lewisville
 - ii. City of Burleson
 - iii. City of Carrollton
 - iv. City of Colleyville
 - v. City of Coppell
 - vi. City of Euless
 - vii. Town of Flower Mound
 - viii. City of McKinney
 - ix. City of Sachse
 - x. City of Southlake

- xi. Town of Little Elm
 - xii. Bexar County
-
- b. The Coordinating Committee shall have only the duties specifically outlined in this Agreement. The Coordinating Committee shall have the authority to adopt its own rules of procedure that are consistent with Article III, Section 3.2 and in compliance with terms of this Agreement.
 - c. A simple majority of all members of the Coordinating Committee shall constitute a quorum to perform. A quorum of the Coordinating Committee must participate in any decision made by the Coordinating Committee under this Agreement.
 - d. The Coordinating Committee shall meet at least once every six (6) months. Meetings shall be held in person, by conference call, or by another live remote meeting access service.
 - e. A simple majority vote of all members of the Coordinating Committee shall select a member to receive any reports and send any notices required under this Agreement. This individual's name and contact information shall be provided to all Parties within thirty (30) days of the individual's selection.
 - f. A simple majority vote of the Coordinating Committee members present shall select a member to draft minutes outlining the items discussed and decisions made by the Coordinating Committee at any given meeting. The minutes shall be sent to the Coordinating Committee for approval within thirty (30) days of the meeting, and must be approved by a majority of all members of the Coordinating Committee within thirty (30) days of its distribution. The minutes may be distributed and approval of the minutes provided to the drafter via e-mail. These minutes shall be distributed to all Parties within ten (10) days of their approval.
 - g. The Parties understand and agree that the Coordinating Committee shall not be construed as a board or committee appointed by a governing body and shall not be required to comply with the provisions of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

ARTICLE V

Termination

5.1 This Agreement may be terminated as follows:

- a. Any Party may choose to terminate its participation in the Agreement with sixty (60) days' written notice to each of the members of the Coordinating Committee at the notice address provided in this Agreement. The

termination of a Party's participation in this Agreement shall not affect the continuation of this Agreement in full force and effect with respect to the remaining Parties.

- b. A Party's participation in the Agreement may be terminated for any reason, including failure to comply with the terms of this Agreement, by an affirmative vote of two-thirds (2/3) of all of the members of the Coordinating Committee to remove the Party. Upon termination under this section, the Coordinating Committee shall provide thirty (30) days' written notice to the Party which has been removed following the Committee's decision. The Coordinating Committee will contact Bibliotheca and notify them of the Party's removal.
- c. In the event that the Bibliotheca cloudLibrary cloudLink program is no longer available, this Agreement shall automatically terminate.

5.2 Upon termination, each Party will retain its rights, title and interest to all Cloud Resources purchased by the Party during its time as a Party to this Agreement.

ARTICLE VI

Liability and Immunity

6.1 Liability and Immunity.

- a. *Handling of Claims.* The Parties agree, to the extent authorized under the constitution and laws of the State of Texas and without waiving any immunity, right, protection, or defense therein, that each shall be individually responsible for any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by the intentional or negligent act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission in the provision of public library services, including the cloud based services that are the subject to this Agreement. The Parties agree that each shall be liable only for damages, including attorneys' fees and costs, related to or arising out of the intentional or negligent act or omission of their respective officials, agents, representatives, and employees in the performance of this Agreement.
- b. *Joint Liability.* In the event of joint or concurrent negligence of the Parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity, right, protection, or defense available to any party

individually under Texas law. The provisions of this section are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- c. *No Waiver of Immunity.* It is expressly understood and agreed that in execution of this Agreement, no Party waives, nor shall be deemed to have waived, immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VII

Miscellaneous

7.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written unanimous consent of the other parties. No assignment, delegation of duties or subcontract under this Agreement shall be effective without the prior written unanimous consent of all Parties hereto.

7.2 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action arising as a result of this Agreement shall be in the state court of Denton County, Texas, except when state law requires otherwise.

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

7.4 Amendment. This Agreement may be amended by a simple majority vote of all members of the Coordinating Committee.

7.5 Entire Agreement. This Agreement represents the entire Agreement among the Parties with respect to the subject matter covered by this Agreement.

7.6 No Relationship Created. The Parties agree and acknowledge that no Party is an agent of any other Party under this Agreement and that each Party is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship.

7.7 Rights of Third Parties. Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in or for the benefit of third parties.

7.8 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, right, civil commotion, strikes, fires, flood or by the occurrence of any other event beyond the control of such party, then such party shall be excused from the performance of the obligations in this Agreement but only during such periods of Force Majeure.

7.9 Current Revenues. All costs or expenses incurred by any Party as result of this Agreement shall be paid from the current revenues available to the Party.

7.10 Recitals. The recitals of this Agreement are incorporated herein.

7.11 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

7.12 Notice. All notices pertaining to this Agreement shall be in writing and shall be deemed delivered (i) when received at a Party's address if hand delivered or sent via overnight delivery service by way of USPS, UPS, FedEx, or similar carrier, or (ii) on the third (3rd) business day after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Parties at the respective notice addresses set forth below or at other addresses as may have been previously specified by written notice delivered in accordance with this Agreement.

[SIGNATURE PAGES ATTACHED]

CITY COUNCIL MEMORANDUM

City Council Meeting: December 10, 2019
Department: Fire Department
Subject: Resolution No. 19-R-164 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into a Memorandum of Understanding with The State Of Texas for The Texas Statewide Interoperability Channel Plan as Amended and other matters in connection therewith. (C. Kelm/K. Long)

BACKGROUND

In April 2005, the State of Texas wrote the Texas Interoperability Channel Plan (TCIP) to improve the day-to-day and disaster communications for radio systems. The Memorandum of Understanding authorized the use of certain radio frequencies by emergency response organizations as defined by the U.S. Department of Homeland Security's Office of Emergency Communications and the Texas Division of Emergency Management.

The Memorandum of Understanding (MOU) establishes permissions and guidelines for use of interoperability or mutual aid radio channels and also imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use state-licensed radio channels held by the Texas Department of Public Safety (TXDPS). Council originally approved the MOU in April 2007.

On December 7th, 2017, The Texas Statewide Communication Interoperability Plan's Strategic Advisory Group finalized and voted upon the revisions to the TSICP.

The revisions included:

1. Updating Statewide Coordinated P25 Radio Unit Identification (ID) Plan guidance
2. Added new 700 MHz Air-to-Ground Channels
3. Added new UHF and VHF Federal Interoperability Channels
4. Added reminder: Fixed base repeaters as secondary use – all frequencies
5. Updated MOU to reflect new Air-to-Ground and Federal Interop Channels
6. Changed section headings to match with NIFOG color shading
7. Updated VHF and 800 MHz CTCSS tones in compliance with the NIFOG

GOAL

To obtain authorization from City Council for the City Manager to sign Memorandum Of Understanding With The State Of Texas For The Texas Statewide Interoperability Channel Plan.

COMMUNITY BENEFIT

Grants permission to the City of Schertz to use State Interoperability radio channels during emergencies in the region as well as the State.

SUMMARY OF RECOMMENDED ACTION

To obtain authorization from City Council for the City Manager to sign Memorandum Of Understanding With The State Of Texas For The Texas Statewide Interoperability Channel Plan.

FISCAL IMPACT

None

RECOMMENDATION

Approval of Resolution 19-R-164.

Attachments

19 R 164

MOU City of Schertz

RESOLUTION NO. 19-R-164

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE STATE OF TEXAS FOR THE TEXAS STATEWIDE INTEROPERABILITY CHANNEL PLAN AS AMENDED, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, WHEREAS, the 77th Legislature, in an effort to provide for effective emergency radio communications by state agencies, called for an Interagency Radio Work Group (IRWG) to develop a state agency communications network; and

WHEREAS, in response to an FCC requirement for establishment of state/regional advisory committees, the Texas Interoperable Communications Coalition (TXICC) and the Texas Statewide Interoperable Communications Plan Executive Committee (SEC) were formally established as advisory committees to the Texas Department of Public Safety; and

WHEREAS, the Texas Statewide Interoperability Channel Plan (TSICP), developed by the TXICC provides essential guidance for interoperable radio communications using VHF, UHF, 700 MHz, 800 MHz, and mobile satellite radio equipment for interagency coordination, en-route travel, or on-incident communications; and

WHEREAS, the Memorandum of Understanding authorizes the use of certain radio frequencies by emergency response organizations as defined by the U.S. Department of Homeland Security's Office of Emergency Communications and the Texas Division of Emergency Management; and

WHEREAS, execution of Memorandum of Understanding by state and local entities is authorized by Texas Government Code, Chapter 791 (local governments), Chapter 771 (state agencies), and Texas Government Code Chapter 411.0105 (Public Safety Radio Communications Council; now 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 a Memorandum of Understanding with the Texas Department of Public Safety for the Texas Statewide Interoperability Channel Plan.

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 10th day of December, 2019.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

Attached

MEMORANDUM OF UNDERSTANDING

Texas Statewide Interoperability Channel Plan (TSICP)

(Original issue, April 1, 2005)

Texas Department of Public Safety
and the identified *Federal Agency, State Agency, Local Jurisdiction, or Emergency Service Organization*

Purpose

This Memorandum of Understanding (MOU) establishes permissions and guidelines for use of interoperability or mutual aid radio channels by:

- Local government jurisdictions and their associated emergency response agencies;
- State agencies in Texas and their associated emergency response organizations;
- Federal agency local units in Texas and their associated emergency response organizations,
- Local agency units in Texas and their associated emergency response organizations to use designated Federal interoperability channels, and;
- Private sector emergency response organizations licensed or otherwise entitled to operate in the Public Safety Pool as defined in Federal Communication Commission (FCC) Rules, Part 90 (47CFR, subpart B, paragraphs 90.15-90.20).

It imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use state-licensed radio channels held by the Texas Department of Public Safety (TxDPS).

This agreement supersedes any other previous versions of the MOU.

Authority

Execution of this agreement by state and local entities is authorized by Texas Government Code, Chapter 791 (local governments), Chapter 771 (state agencies), and Texas Government Code Chapter 421.096 (Interoperability of Radio Systems). This MOU satisfies FCC Part 90 rules for extending license privileges to others by agreement.

Federal agencies are permitted access to interoperability channels as authorized by the National Communications & Information Administration (NTIA) Manual, 47 CFR, Parts 2.102(c), 2.103; and 7.12. Federal agencies may execute this MOU and shall adhere to the attached guidelines.

Applicability

This MOU authorizes the use of certain radio frequencies by emergency response organizations as defined by the U.S. Department of Homeland Security's Office of Emergency Communications and the Texas Division of Emergency Management. Generally, this includes organizations in the following governmental disciplines:

**Emergency Management
Law Enforcement
Fire Service
Emergency Medical Services
Public Works / Transportation**

**Public Safety Communications
Public Health
Health Care
Hazardous Materials
Governmental Administration**

This MOU authorizes use of state-licensed frequencies for the purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident communications in accordance with an Incident Communications Plan.

Background

The 77th Legislature, in an effort to provide for effective emergency radio communications by state agencies, called for an Interagency Radio Work Group (IRWG) to develop a state agency communications network. That group developed a preliminary plan that was accepted by the state IRWG and the Sheriffs' Association of Texas on March 27, 2001.

Subsequently, the IRWG determined that the state agency communications network should be expanded to include all public safety agencies in the state. This was accomplished by IRWG's development of the IRCIP of January, 2003.

In response to an FCC requirement for establishment of state / regional advisory committees, the Texas Interoperable Communications Coalition (TxICC) and the Texas Statewide Interoperable Communications Plan Executive Committee (SEC) were formally established as advisory committees to TxDPS.

The Texas Statewide Interoperability Channel Plan (TSICP), developed by the TxICC and included in this MOU, provides essential guidance for interoperable radio communications using VHF, UHF, 700 MHz, 800 MHz, and mobile satellite radio equipment for interagency coordination, en route travel, or on-incident communications.

Understandings

TxDPS will:

- Manage and maintain proper licenses for the use of the interoperability frequencies identified herein;
- Manage and maintain an accurate database of federal and state agencies and local government jurisdictions that have accepted and signed this MOU, and;
- Issue updates and revisions to the TSICP contained herein, upon request by the TxICC and the Director of the TxDPS.

Jurisdiction will:

- Participate in regional communications planning (generally arranged by a regional Council of Governments) that provides for regional radio communications interoperability.
- Manage use of the interoperability frequencies by its employees, ensuring compliance with the TSICP and federal / state / local laws, ordinances, and rules.

- Use the interoperability frequencies authorized hereby for their intended purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or at the scene of an incident.
- Use the interoperability frequencies for operational and en route communications in accordance with local and regional policies and procedures.
- Use the interoperability frequencies for on-incident communications in accordance with the Incident Communications Plan established by the on-scene Incident Commander.
- Prioritize use of the interoperability frequencies:
 1. Emergency or urgent operation involving imminent danger to life or property;
 2. Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications;
 3. Special event, generally of a pre-planned nature;
 4. Joint training exercises, and
 5. Inter-agency and en route communications.
- Implement radio communications procedures consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) including:
 - Use "plain language" without 10-codes or agency-specific codes/jargon;
 - Use the calling protocol: "Agency-Unit #, **this is** Agency-Unit #", rather than "Unit # **to** Unit #".

Examples: *"Bryan EMS 1605, this is Tyler Fire 2102"* or *"Incident Command, this is DPS 505"*

- Ensure that mobile, portable, and temporary base radios intended for use by agency leadership (officers) are configured with the appropriate in-band interoperability frequencies as found in the TSICP. This means that, as a minimum, the interoperable frequencies would be added to the day-to-day frequencies used by that entity.
- Ensure that interoperability calling channels are monitored at the Incident Command Post on major incidents requiring significant aid from agencies beyond routine local interoperability. Monitoring shall include one or more of the following:

CALLING CHANNEL NAME	USE
VCALL10	Analog VHF Calling Channel
UCALL40	Analog UHF Calling Channel
7CALL50	Digital P25 700 MHz Calling Channel
8CALL90	Analog National Calling Channel

Incident Command Post monitoring may be implemented using cross-band repeaters, communications operator console patching, or VHF/UHF/700/800 MHz fixed or mobile gateway.

It is suggested that the band-relevant interoperable call channel listed above be included in the 'home zone' used for day-to-day operations. This will enable radio users to easily turn to the interoperable channel on their mobile or portable radio when needed.

The parties mutually agree:

- Jurisdiction and TxDPS agree that their mutual interests will be furthered by continued coordination between the jurisdiction and the Office of the Texas Statewide Interoperability Coordinator (SWIC).
- Jurisdiction and TxDPS agree that this Memorandum of Understanding may be cancelled at any time, by written notice to the other party, or by subsequent agreements.
- Only one MOU per Jurisdiction or Governing Body is required to cover the departments and/or sub-agencies of each jurisdiction, as long as each department or sub-agency is listed on an accompanying attachment.

The attached *TSICP (Original Issue March 25, 2005)* is incorporated into this MOU in its entirety. The TSICP may be revised by TSICP Strategic Advisory Group (SAG) and TxDPS as needed, and revisions will be provided to Jurisdictions by TxDPS.

Should Jurisdiction elect to withdraw from this MOU because of TSICP revisions, notice shall be given by mail to:

Texas Department of Public Safety
Public Safety Communications Service
5805 N. Lamar Boulevard
Austin, TX 78752

Agreement

This Memorandum of Understanding was agreed to 10th day of December, 2019. *Please complete, sign, scan, and then email **THIS PAGE ONLY** as attached file to txswic@dps.texas.gov.*

WHO SHOULD EXECUTE THIS AGREEMENT: Each jurisdiction must individually sign this agreement.

- An authorized representative of a City may sign for all public safety agencies in that city.
- A County may sign for volunteer fire departments (VFD) if the VFD is recognized in the county emergency management plan; however,
- A County CANNOT sign for all cities or other public safety agencies in the county that are not a part of county government since they are separate legal entities.
- A Council of Governments (COG) CANNOT sign for all jurisdictions within the COG.

Compliance with this TSICP and the SCIP are required to receive grant funds for communications equipment. **Agencies and programmers should verify the latest version of these documents are being referenced; they can be found at <https://www.dps.texas.gov/LawEnforcementSupport/communications/interop/index.htm>**

FOR JURISDICTION

Jurisdiction Name: City of Schertz

Authorized Signature: _____

Print Name: Mark Browne

Title: City Manager

Jurisdiction Address: 1400 Schertz Parkway, Schertz, TX 78154

County: Guadalupe

Phone: 210-619-1300 e-mail: mbrowne@schertz.com

Indicate the NUMBER of mobile, portable, temporary base, and/or mobile relay radios to be operated under TxDPS licenses or MSAT Authorization. For Federal Entity Interop and 700 Air-to-Ground channels, please mark the appropriate box with a checkmark or "X" if these channels are programmed or if programming is planned for the future.

	Mobile	Portable	Temporary Base-Mobile Relay	Federal Entity Interop Channels	700 Air-to-Ground Channels
150 MHz					N/A
450 MHz					N/A
700 MHz				N/A	
800 MHz NPSPAC	99	122		N/A	N/A
Mobile Satellite (MSAT)				N/A	N/A

(This information is required by TxDPS as a condition of its licenses from the FCC.)

TEXAS DEPARTMENT OF PUBLIC SAFETY AUTHORIZED SIGNATURE

Signature: _____

Todd M. Early, Assistant Chief, Infrastructure Operations Division
Texas DPS Public Safety Communications Service, 5805 N. Lamar Boulevard, Austin, TX 78752
Phone: (512) 424-2121 Fax: (512) 424-2899 Todd.Early@dps.texas.gov

CITY COUNCIL MEMORANDUM

City Council Meeting: December 10, 2019
Department: Fire Department
Subject: Resolution No. 19-R-167 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing expenditures with CASCO Industries totaling no more than \$70,000.00 for Firefighting Supplies and Equipment during the 2019-2020 Fiscal Year and other matters in connection therewith. (C. Kelm/K. Long)

BACKGROUND

The Fire Department budgets to purchase firefighting personal protective equipment (bunker gear) in each fiscal year. We have been planning the past couple of budgets by adding additional sets of bunker gear in anticipation of a new State requirement which calls for each firefighter to have two sets of bunker gear. The purpose for this new requirement is when the first set is contaminated from products of combustion, we remove that gear from service until it is cleaned and the firefighter has a second clean set ready for use. The Fire Department also purchases additional routine firefighting equipment, such as fire stream nozzles, fire hose, and other general use items.

To date, the City has spent approximately \$45,000 with CASCO Industries for firefighting supplies and equipment.

For the remainder of the Fiscal Year, the Fire Department anticipates at least \$15,000 in additional firefighting supplies and equipment but is requesting a not to exceed amount that includes an additional \$10,000 to be able to purchase supplies quickly.

GOAL

To obtain authorization from City Council for expenditures with CASCO Industries for firefighting supplies and equipment in an amount not to exceed \$70,000 for the remainder of the Fiscal Year.

COMMUNITY BENEFIT

The items purchased from CASCO Industries are in support of Fire suppression

SUMMARY OF RECOMMENDED ACTION

To obtain authorization from City Council for expenditures with CASCO Industries for firefighting supplies and equipment in an amount not to exceed \$70,000 for the remainder of the Fiscal Year.

FISCAL IMPACT

Funds (the not to exceed amount of \$70,000) for firefighting supplies and equipment are budgeted and available.

RECOMMENDATION

Approval of Resolution 19-R-167.

Attachments

19 R 167

RESOLUTION NO. 19-R-167

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS AUTHORIZING EXPENDITURES WITH CASCO INDUSTRIES
TOTALING NO MORE THAN \$70,000.00 FOR FIRE FIGHTING
SUPPLIES AND EQUIPMENT DURING THE 2019-2020 FISCAL YEAR
AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City of Schertz (the “City”) requires the purchase of Fire Fighting Supplies and Equipment; and

WHEREAS, the City has already purchased items with CASCO Industries this Fiscal Year totaling approximately \$45,000; and

WHEREAS, the City Council authorizes City Staff to request additional Firefighting Supplies and Equipment by CASCO Industries to be invoiced in an amount not to exceed \$70,000.00 for the remainder of Fiscal Year 2019-2020.

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

Section 1. The City Council hereby authorizes expenditures with CASCO Industries not to exceed \$70,000.00 for Fiscal Year 2019-2020.

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 10th day of December, 2019

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: December 10, 2019

Department: Public Works

Subject: Resolution No. 19-R-169 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to enter into an agreement with Hanson Aggregates LLC, for the lease of 25 acre/ft of Edwards Aquifer Permitted Water. (C. Kelm/S. Williams/J. Hooks)

BACKGROUND**BACKGROUND**

The City of Schertz is permitted for 1,768.08 acre/ ft of water from the Edwards Aquifer Authority at a rate of \$84.00 per acre/foot. This water capacity is what the City had available when we were strictly on the Edwards Aquifer using our Edwards wells. Since then we began using water from the Carrizo Aquifer from SSLGC and our Edwards wells are kept for back-up capacity or in case of emergencies. The City also utilizes these Edwards rights to provide water to the City's soccer fields for irrigation purposes instead of using water from SSLGC. Since the City started using water from SSLGC we typically use between 80-150 acre/ft of Edwards water a year including the soccer field usage. Since SSLGC came on-line, the City of Schertz reserves a minimum of 1,000 acre/ft a year for the City's needs and makes the rest available to lease to other entities, both public and private on one-year leases. In the past, the Edwards Aquifer Authority had a program that provided a rebate to permit holders for unused water. This program is no longer offered and the permit holders pay for all that is permitted. To recover this cost, the City makes excess permitted water available to other entities that make requests for water leases and to the soccer fields.

When leasing our water rights to other users, there are several prescribed fees from the Edwards Aquifer Authority that we pass along to the water lease. The Water Lease Transfer fee is a rate that was based off the Edwards Aquifer market value of water being leased. The EAA Management fee is a pass-through fee that the permit holder is charged per acre/ft. The administration fee is a fee charged for administering the permit lease and the application by water department personal. The EAA Transfer Fee is another pass-through fee charged by the Edwards Aquifer for the application. These fees are estimated as revenue in the water department budget each year on the possibility of proposed leases.

Hanson Aggregates LLC, LEASED EDWARDS AQUIFER WATER

Proposed Lease Quote:	# Acre/ft	Unit Price	Total Price
Water Lease Transfer	25	\$ 296.00	\$ 7,400.00
EAA Management Fee	25	\$ 84.00	\$ 2,100.00
City of Schertz Admin. Fee 15%		\$ 1,110.00	\$ 1,110.00
EAA Transfer Fee		\$ 25.00	\$ 25.00
Total revenue from lease			\$ 10,635.00

GOAL

To lease un-used Edwards Aquifer Water to Hanson Aggregates

COMMUNITY BENEFIT

Community Benefit

To recover revenue to help offset annual fees for the un-used permitted water from the Edwards Aquifer. The City reserves at least 1,000 acre/ft of water and attempts to lease the remainder of the water rights on one-year leases.

SUMMARY OF RECOMMENDED ACTION

RECOMMENDATION

Staff recommends that City Council approve Resolution 19-R-169, authorizing the City Manager to enter into an agreement with Hanson Aggregates for the lease of 25 acre/ft of Edwards Aquifer Water in the amount of \$10,635.00

FISCAL IMPACT

FISCAL IMPACT

The Fiscal impact to the City of Schertz for this lease of 25 acre/ft will be revenue of \$10,635.00

RECOMMENDATION

RECOMMENDATION

Staff recommends that City Council approve Resolution 19-R-169, authorizing the City Manager to enter into an agreement with Hanson Aggregates for the lease of 25 acre/ft of Edwards Aquifer Water in the amount of \$10,635.00

Attachments

Resolution 19-R-169

Water Lease Quote

Hanson Water Lease Agreement

Hanson Water Lease Application

RESOLUTION NO. 19-R-169

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HANSON AGGREGATES LLC FOR THE LEASE OF 25 ACRE/FEET OF EDWARDS AQUIFER PERMITTED WATER.

WHEREAS, the City of Schertz is permitted for 1,768.08 acre/ft of water from the Edwards Aquifer; and

WHEREAS, the City of Schertz traditionally reserves 1,000 acre/ft of water for emergency use for the City and makes available the rest for one-year leases to others; and

WHEREAS, the City has leased Hanson Aggregates 200 acre/ ft earlier this year; and

WHEREAS, Hanson Aggregates has requested from the City of Schertz to lease an additional 25 acre/ft of water for the calendar year 2019; and

WHEREAS, the City of Schertz has leased water to Hanson Aggregates LLC, in the past years; and

WHEREAS, the City and Hanson Aggregates LLC, desire to enter into this agreement to lease excess City permitted water; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into this agreement to lease this excess water to Hanson Aggregates LLC; 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 with Hanson Aggregates LLC, for the lease of 25 acre/ft of Edwards Aquifer permitted water for calendar year 2019.

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 10th day of December, 2019.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Brenda Dennis

Date December 4, 2019



CITY OF SCHERTZ
PUBLIC WORKS DEPT.
10 COMMERCIAL PLACE
SCHERTZ, TX 78154
PHONE # 619-1822
FAX # 619-1849

Hanson Aggregates

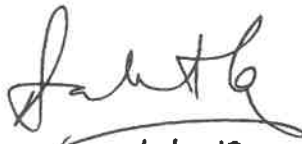
INVOICE

Description:
Water Lease (2019)

Description	#Acres Feet	Unit Price	Total Price
WATER LEASE TRANSFER	25	\$296.00	\$7,400.00
EAA MANAGEMENT FEE	25	\$84.00	\$2,100.00
CITY OF SCHERTZ ADM. FEE 15%		\$1,110.00	\$1,110.00
EAA TRANSFER FEE		\$25.00	\$25.00
Total Due			\$10,635.00

Please Contact James A. Hooks, CFM City of Schertz Public Works

Lease Payment Due upon Edwards Aquifer approval


12/4/2019

LEASE OF GROUND WATER
(Beginning December 1, 2019)

This Lease of Ground Water ("Lease") is entered into to be effective December 1, 2019, between City of Schertz, a Texas municipal corporation ("Lessor") and Hanson Aggregates LLC (the "Lessee"). Subject to the adjustment set out in paragraph 4 below, Lessor hereby leases to Lessee 25 acre-feet of water (the "Water Rights") for one year as set out in the Term, as defined below, on the following terms and conditions:

1. **Term.** The term of this Lease shall commence December 1, 2019 and continue through December 31, 2019.
2. **Payment.** Lessee shall pay to Lessor the sum of \$10,635.00 commencing at time of EAA Approval (the "Lease Payment") for the Term per the invoice attached hereto as Exhibit "C" and fully incorporated herein (the "Invoice").
3. **Water Rights Adjustment.** In the event any applicable laws, regulations, or governmental action provide that Lessor may not lease to Lessee all of the Water Rights pursuant to this Lease, the amount of the Water Rights leased by Lessor to Lessee shall automatically adjust to reduce the Water Rights to the maximum amount which can be so leased.
4. **Lease Payment Adjustment.** The Lease Payment is based upon 25 acre-feet of water actually permitted by the Edwards Aquifer Authority (the "EAA") to Lessor and leased to Lessee. If the Water Rights leased to Lessee are decreased during the Term, the Lease Payment during the Term shall be decreased proportionately to the decrease in Water Rights.
5. **Permits.** The Lessor has paid or shall pay aquifer management fees to the EAA for the Water Rights. Lessee shall have the right to pursue, to initiate, and to prosecute any proceedings relating to the Water Rights and, at its election, as may be necessary for the protection of the Water Rights, including but not limited to (i) contesting the validity or amount of fees assessed to or levied upon the Water Rights (ii) protecting, defending, and/or preserving the rights to withdraw water from the Edwards Aquifer. Lessor shall cooperate with Lessee's efforts in connection therewith. Lessor shall not take any action or omit to take any actions which will adversely affect the Water Rights. If required by law, Lessee may take any such action in the name of Lessor. In no event shall Lessee be required to take any such action with respect to the Water Rights on behalf of Lessor in connection with such actions, and Lessee shall in no event be deemed to be the agent of Lessor or as having any duty or responsibility to Lessor or to act on behalf of Lessor. To the extent Lessee elects to act in connection with the Water Rights in accordance with the above, Lessor appoints Lessee as Lessor's attorney-in-fact to take such action. The Lessor pays all fees to Edwards Aquifer Authority and those fees are reimbursed to the Lessor by the Lessee. If Edwards Aquifer Authority increases the fee, the lease payment and 15% Administration Fee will be automatically adjusted for such.
6. **Continued Operation.** From the date of this Lease, Lessor shall not take any actions (or omit to take any actions) which will harm or diminish the Water Rights. In this regard, Lessor agrees that it has leased the Water Rights to Lessee, and Lessor shall not transfer (by operation of law or otherwise) (i) any portion of the Water Rights (unless such transfer is expressly subject to this Lease) or (ii) any other portion of this Lease if such transfer would reduce the Water Rights leased to Lessee pursuant to this Lease. For the term of this Lease, Lessor agrees that it will utilize for its own use only that amount of groundwater which is equal to the amount of acre-feet of Edwards Aquifer water permitted under Lessor's Proposed Initial Regular Permit with the EAA less (i) the amount of acre-feet of Edwards Aquifer water pertaining to the Water Rights leased hereunder, and (ii) the amount of acre-feet of Edwards Aquifer water pertaining to the remainder of the water leased to other third parties. A transfer of the water shall not be prohibited, if the transferee expressly assumes all of the obligations and conditions of this Lease.
7. **Quiet Enjoyment.** Lessor hereby warrants and represents to Lessee that it has good title to the water, including the Water Rights leased to Lessee hereunder, and hereby covenants to provide to Lessee quiet enjoyment, without restriction or limitation, of the Water Rights during the full term of this Lease.
8. **Proceeds From Awards.** Lessor assigns to Lessee all interest of Lessor in and to any condemnation awards or insurance proceeds which would otherwise be payable to Lessor relating to the Water Rights.
9. **Cooperation.** Lessor will use its best efforts, take such actions and execute and deliver such documents as Lessee determines necessary to fully vest Lessee with the Water Rights and make effective all of the terms of this Lease.
10. **Assignability.** The Lessee shall have the right to sublease or assign this Lease upon the written consent of Lessor, which consent shall not be unreasonably withheld.

11. **Notices.** Any notices to be given hereunder shall be given (i) by placing the notice in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, (ii) by overnight delivery service, or (iii) by personal delivery to such address. Notice shall be deemed effective upon such placing in the mails, on the next business day following delivery and acceptance for next day delivery by any overnight delivery service, or upon actual delivery if by personal delivery:

Lessor: City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

Lessee: Hanson Aggregates LLC
300 E. John Carpenter Freeway, Suite 1645
Irving, Texas 75602
Attention: Lalit Bhatnagar, Regional Director

Copy to: Charles Zech
Denton Navarro Rocha Bernal Hyde & Zech, P.C.
2517 N. Main Ave
San Antonio, Texas 78212

12. **Default.** If for any reason Lessor fails to comply with any of the provisions of this Lease, Lessee, at its election, may exercise all rights which may be available to it at law or in equity, including termination of this Lease, with a refund to Lessee of all Lease Payments for the portion of the Lease Year surrendered by Lessee. If Lessee fails to comply with any provision of this Lease, Lessor may, as its sole and exclusive remedy, terminate this Lease and receive the Lease Payments which are due and payable and have accrued through that date.

13. **Waiver.** The failure on the part of Lessee to require the performance by Lessor of any portion of this Lease shall not be deemed a waiver of, or in any way affect the Lessee's rights to enforce such provision. Any waiver by Lessee of any provision of this Lease shall not be a waiver of any other provision hereof.

14. **Survival.** The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease.

15. **Governing Law.** This Lease shall be governed by the laws of the State of Texas, and venue shall lie in Guadalupe County, Texas.

16. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

17. **Authority.** Each of the persons signing this Lease on behalf of Lessor and Lessee hereby confirm that they have the authority to execute this Lease on behalf of the party indicated by their signature and have the authority to bind such party thereto.

18. **Survival.** Except as set out herein, all agreements and representations in this Lease shall survive the end of the Term.

19. **Force Majeure.** If Lessee is denied its use of the Water Rights by reason of any laws, regulations, or governmental action or other acts outside of the control of Lessee, Lessee shall be excused from its obligations hereunder for so long as these circumstances exist, and Lessor shall refund an allocable portion of the Lease Payment.

20. **Further Assurances.** Lessor and Lessee shall take all further actions and shall execute and deliver to the other any other document or instrument which is determined to be necessary or useful to fully carry out the transactions evidenced by this Lease, including any amendments to the permit(s) relating to the water lease carried out in conformance with applicable EAA regulations. In addition, Lessor agrees to amend this Lease as requested by Lessee in any manner necessary to cause this Lease to be in compliance with EAA Regulations, EAA Transfer Program Rules, and the EAA Filing and Recording Requirements for Transfer Contracts, including but not limited to the further completion of Application to Transfer - Lease (the "Application"), which Application is attached to this Lease as Exhibit "A" and fully incorporated herein. Lessee shall have the authority to file a copy of this Lease in accordance with EAA Regulations, EAA Transfer Program Rules, and the EAA Filing and Recording Requirements for Transfer Contracts, as well as record a Memorandum of Lease in the public record to reflect its interest as set out under the terms

of this Lease. Lessor agrees to execute a Memorandum of Lease in substantially the same form as attached hereto as Exhibit "B" and fully incorporated herein.

21. **Entire Agreement.** This Lease contains all agreements between the parties hereto, and any agreement not contained herein shall not be recognized by the parties. All amendments must be in writing and signed by both parties. The captions used herein are for convenience only and shall not be used to construe this Lease. Words of gender shall be construed to include any other gender, and words in the singular number shall include the plural and vice versa unless the context requires otherwise.

[Signatures on following page]

LESSOR:
CITY OF SCHERTZ

By: _____
Name: Mark Browne
Its: City Manager

STATE OF TEXAS §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Mark Browne, City Manager of the City of Schertz on behalf of the City.

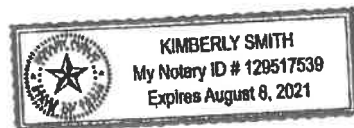
Notary Public, State of Texas

LESSEE:
HANSON AGGREGATES, LLC

By: _____
Name: Lalit Bhargava
Its: Region ESH Director

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 4 day of Dec, 2019, by Lalit Bhargava, Region ESH Director on behalf of Hanson Aggregates LLC.



Notary Public, State of Texas

EXHIBIT "B"
Form of Memorandum of Lease

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into effective December 1, 2019, between the City of Schertz, a Texas municipal corporation (as "Lessor") and Hanson Aggregates LLC (as "Lessee").

WITNESSETH:

Lessor and Lessee have, effective the date set out above, entered into a Lease of Ground Water (the "Lease") of water from Lessor to Lessee, including, subject to the terms of the Lease, 200 acre-feet of water described below (the "Water Rights") on the following terms and conditions:

1. The rights to and for the ground water which relates to the information described on Exhibit "A" attached hereto, including the right to withdraw and/or beneficially use the Water Rights permitted or applied for, and all appurtenances, permits, authorities, licenses, consents and contracts, if any, pertaining to all such rights. The lease of the Water Rights shall also expressly include all Edwards Aquifer Authority ("EAA") permit rights (including rights under application), all interim and regular permits, and all modifications, amendments, renewals, extensions or successor or substitute permits relating thereto pertaining to the Water Rights, and all appurtenances and permits, authorities, licenses, consents and contracts, if any, related to or pertaining to the Water Rights, which Lease also sets out certain rights and obligations of Lessor and Lessee.
2. The Lease sets forth the names and addresses of Lessor and Lessee.
3. The term of the Lease will end on December 31, 2019.
4. Under the terms of the Lease, Lessor has agreed to lease the Water Rights to Lessee, and Lessee has agreed to lease the Water Rights from Lessor in accordance with the terms of the Lease.
5. This Memorandum of Lease is intended to act only as the notice of the existence of the Lease and its general terms. To the extent the terms of this Memorandum of Lease conflict with the terms of the Lease, the terms of the Lease shall control.

[Signatures of following pages]

LESSOR:
CITY OF SCHERTZ

By: _____
Name: Mark Browne
Its: City Manager

STATE OF TEXAS §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the _____ day of _____, 2019, by Mark Browne, City Manager of the City of Schertz on behalf of the City.

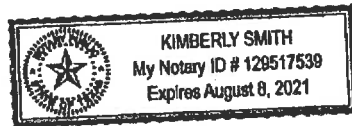
Notary Public, State of Texas

LESSEE:
HANSON AGGREGATES

By: _____
Name: Lalit Bhattacharya
Its: Region ESH Director

STATE OF TEXAS §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 4 day of Dec, 2019, by Lalit Bhattacharya, Region ESH Director on behalf of Hanson Aggregates LLC



Kimberly Smith
Notary Public, State of Texas

EXHIBIT "C"
Quote



900 E. Quincy, San Antonio, Texas 78215
Telephone (210) 222-2204
Fax (210) 222-9859
www.edwardsaquifer.org

APPLICATION TO TRANSFER - LEASE

Check # _____

PART I - TRANSFEROR AND TRANSFEREE INFORMATION

A. Transferor Information:

Name of Permit Holder: City of Schertz

Mailing Address: 1400 Schertz Parkway Schertz TX 78154
(Street or PO Box) (City) (State) (Zip)

Physical Address: 10 Commercial Place, Bldg. 2 Schertz TX 78154
(Street) (City) (State) (Zip)

Telephone: 210-619-1800 E-mail Address: jhooks@schertz.com

Authorized Representative: James A. Hooks Water and Wastewater Manager (210) 619-1800
(Name) (Relationship) (Telephone)

Mailing Address: Same as above

(Street or PO Box) (City) (State) (Zip)

Has any of the above information recently changed? ☐ Yes ☒ No

B. Transferee Information:

Name of Transferee: Hanson Aggregates LLC.

Mailing Address: 300 E. John Carpenter Freeway, Suite 1645 Irving Texas 75802
(Street or PO Box) (City) (State) (Zip)

Physical Address: Same as Above
(Street) (City) (State) (Zip)

Telephone: (972) 653-3735 E-mail Address:

Authorized Representative: Lalit (LB) Bhatnager Regional Director Environment, Safety & Health (972) 653-3735
(Name) (Relationship) (Telephone)

Mailing Address: Same as above

(Street or PO Box) (City) (State) (Zip)

Has any of the above information recently changed? ☐ Yes ☒ No

PART II - WATER USE INFORMATION

A. Groundwater Use Information for Transferor (Lessor): Initial Regular Permit (IRP)/Regular Permit (RP) No: P BE00051

Current purpose of use: ☒ Municipal Use ☐ Industrial Use ☐ Irrigation Use

Amount of groundwater used to date: _____ acre-feet

Meter Serial Number: 28414 & 24589 Reading: 379,707,000 & 624,718,000 Date: 12-03-2019

B. Groundwater Use Information for Transferee (Lessee): If applicable, Initial Regular Permit (IRP)/Regular Permit (RP) No: P _____

Proposed purpose of use: ☐ Municipal Use ☒ Industrial Use ☐ Irrigation Use

Do you intend to withdraw this water? ☒ Yes ☐ No At what rate? _____ gallons per minute

If YES, please describe what this water will be used for: _____

Meter readings (Note: readings must be taken within one week of submission of application):

☐ Not Applicable (no well)

☒ Meter Serial Number: See Paul Aton Reading: _____ Date: _____

Meter Serial Number: _____ Reading: _____ Date: _____

(attach additional sheets if needed)

Part III - Transfer Information

A. Type of Transaction:
☒ Lease ☐ Sub-Lease

B. Duration of lease:
from December 1, 2019 to December 31, 2019.
☒ For leases with a term of one year or less, check here if you would like this application to serve as the memorandum of lease required under § 711.330 of the EAA rules. If not, please attach a separate memorandum of lease or the executed lease agreement.
Please note, a copy of the recorded lease agreement or recorded memorandum of lease containing the official county clerk document stamp is required for leases with a term greater than one year.

C. Type of Transfer (check all applicable):
☐ Right to Withdraw ☒ Change of Point of Withdrawal ☐ Addition of Point of Withdrawal
☐ Change of Purpose of Use ☒ Change of Place of Use ☐ Other

D. Total Transfer Amount: 25 Acre-Feet/Year
If irrigation, please specify amount being transferred as follows:
____ Acre-Feet/Year of "Base Irrigation Groundwater" withdrawal rights
____ Acre-Feet/Year of "Unrestricted Irrigation Groundwater" withdrawal rights

E. Transfer Price: \$ _____ /acre-foot (optional)

F. Notes to staff regarding this transfer: _____

Part IV - Certification

Transferor's Certification:
I hereby certify that the information given herein this application is true and accurate to the best of my knowledge and belief.

Printed Name of Transferor or Agent _____ Signature of Transferor or Agent _____

STATE OF TEXAS
COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20____.

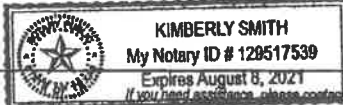
Notary Public's Signature _____
Date Commission Expires: _____

Transferee's Certification:
I hereby certify that the information given herein this application is true and accurate to the best of my knowledge and belief.

Printed Name of Transferee or Agent Lalit Bhatnagar Signature of Transferee or Agent _____

STATE OF TEXAS
COUNTY OF Dallas

Subscribed and sworn before me this 4 day of Dec, 2019.

 Notary Public's Signature Kimberly Smith
Date Commission Expires: _____

If you need assistance, please contact the Permits Team at (210) 222-2204 or (800) 292-1047.

CITY COUNCIL MEMORANDUM

City Council Meeting: December 10, 2019

Department: City Secretary

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)*Final 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 add 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.

Council approved this on December 3, 2019.

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 final 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 10, 2019
Department: Executive Team
Subject: Resolution No. 19-R-170 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas on a request for a Schertz Main Street Local Flavor Economic Development Grant for 816 Main Street and related matters in connection therewith. (B. James)

BACKGROUND

The owner of the property at 816 Main, PKM Ventures LLC, has applied for a Schertz Main Street Local Flavor Economic Development Grant. This is the third application for this program the City has received since it was created in late 2018.

The owner is proposing to fully renovate the building. Work will include complete facade renovation with new brick and paint, new inside AC units, new outdoor electrical lighting, new clear garage doors and plumbing work. The total work is going to exceed \$40,000 for these items which are considered site, facade and systems items. The program allows for grants of up to \$20,000 for facade, \$20,000 for site improvements, and \$15,000 for systems. The program allows an applicant to receive grants in multiple categories, but in no case the total amount of Local Flavor Grants received in one year exceed \$20,000. As such the applicant is requesting a maximum grant of \$20,000.

At the last Council meeting, council requested a work session to review the grant programs - both historic and local flavor, staff is anticipating that worksession in early January 2020.

GOAL

Promote and enhance commercial activity along Main Street to promote the economic, cultural, and general welfare of the public. The area around Main Street in Schertz once served as the commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through the inducement of public money to promote local economic development and stimulate business and commercial activities in the City.

COMMUNITY BENEFIT

Encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street. Promote commercial development. Stabilize and improve property values. Foster civic pride. 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 to local businesses.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 19-R-170 approving a Schertz Main Street Local Flavor Economic Development Grant for up to \$20,000 for 816 Main Street subject to the applicant entering into the incentive agreement.

FISCAL IMPACT

Up to \$20,000 for the grant.

RECOMMENDATION

Approval of Resolution 19-R-170.

Attachments

Grant Overview

Grant Area Map

Res 19 R 170 LFG 816 Main Street

816 Main Funding Agreement

816 Main Scope of Work

Schertz Main Street Local Flavor Economic Development Program

Section 1.1 Purpose

The City of Schertz finds that promotion and enhancement of commercial activity along Main Street is necessary to promote the economic, cultural, and general welfare of the public. The area around Main Street in Schertz once served as the commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through an inducement of public money to promote local economic development and to stimulate business and commercial activities in the City. The program is intended to:

- a) Encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;
- b) Promote commercial development;
- c) Stabilize and improve property values;
- d) 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;
- e) 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.

In order to facilitate the promotion and enhancement of commercial activity, the City of Schertz is offering grants that will serve to help new and existing businesses and properties within this area.

Section 1.2 Administration

The program will be administered by the City Manager and or his/her designee.

Section 1.3 Eligibility Criteria

All of the following eligibility criteria must be met:

- a) The business and property must be located along Main Street between Schertz Parkway and Aviation Boulevard.
- b) All taxes and government fees must be current on the property.
- c) The business and property owner has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Schertz and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

Section 1.4 Types of Grant Assistance

Funding for this program is provided annually through the City of Schertz General Fund in accordance with Chapter 380.001 of the Texas Local Government Code. The amount of money allocated each year shall be at the discretion of the City Council. Funds are made available on a first-come-first-serve basis. Grants will not be provided for work already completed unless it is a repair or replacement and for which the grant is applied for within 14 days of beginning the work or which has begun prior to submittal of the grant application. Funds are provided on a 50/50

matching basis, in-kind contributions may be counted toward the matching requirement. No more than \$20,000 in grants may be received per property per year. All improvements must conform to City regulations and building codes and receive approval by the City Council. All grants are paid out upon completion of the project or increments of the project.

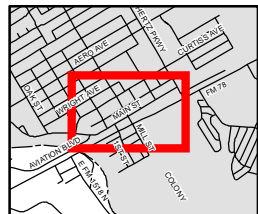
- a) Signage Improvement Grant – grants are available for both new signs and the renovation of existing signs. Signage Improvement Grant recipients may receive up to \$5,000 per property.
- b) Façade Improvement Grant – grants are available for façade improvements that help improve the curb appeal of the property. Qualifying façade improvements include: painting, roof, windows, foundation, facade restoration including replacing windows, wall repairs, brick re-pointing, replacing and exposing transom windows; and improvements necessary to stabilize a structure. Facade Improvement Grants recipients may receive up to \$20,000 per property.
- c) Site Improvement Grant – grants are available for site improvements that help add visual appeal and functional use of the property. Qualifying site improvements include: landscaping, exterior lighting, sidewalks and driveway improvements, parking lot improvements, and outdoor seating areas. Site Improvement Grant recipients may receive up to \$20,000 per property.
- d) Capital Equipment Grant – grants are available for capital equipment. Qualifying capital equipment are durable items used to produce a good or service and has a life expectancy of more than five years. Capital Equipment Grant recipients may receive up to \$2,500 per property.
- e) Systems Grant – grants are available for upgrades to wiring, plumbing, HVAC, insulation, etc. Systems Grant recipients may receive up to \$15,000 per property.

Section 1.5 Grant Application Procedures

At the start of the fiscal year, the city will promote the amount of funding available. Applications will be received throughout the fiscal year, subject to the availability of funds.

- a) Property owner submit an application along with any required supporting documentation (i.e. drawings, total project cost estimate, photographs, contactor bids, tax certificates, etc.). Applications will be reviewed by the City Manager's Office for completeness.
- b) After submittal of a grant request, a preliminary site visit will be made by a representative of the City Manager's Office.
- c) City Council will decide which entities qualify for assistance based on the perceived value of their proposed projects to the City of Schertz, the compatibility of the proposed projects with the Main Street Area, and the cost effectiveness of the proposed project in relation to the proposed amount of the grant.
- d) The property owner and City will execute a Grant Agreement detailing the obligations of the grantee, the method and timing of reimbursement, and outlining the scope of work eligible for reimbursement.
- e) Work must be completed within one year from the date of execution of the Grant

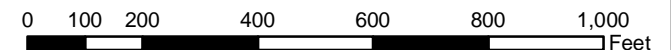
Agreement, however; the City Manager may grant an extension of up to one year.



Main Street Incentive Area

City of Schertz

Schertz Main Street Area
Preservation Incentive Program



RESOLUTION NO. 19-R-170

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 816 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, the City of Schertz desires to encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;

WHEREAS, the City of Schertz desires to 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 Schertz Main Street Local Flavor Economic Development Grant;

WHEREAS, staff is in support of this program and recommended approval of the grant request for 816 Main Street for up to \$20,000;

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 Local Flavor Economic Development Grant request for 816 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 10th 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 BEXAR §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND PKM
Ventures LLC, FOR EXPENDITURE OF LOCAL FLAVOR GRANT FUNDS

This Local Flavor Development Program Funding Agreement (AGREEMENT) is made and entered into by
and between the City of
Schertz, Texas (CITY) and PKM Ventures LLC, (ENTITY).

WHEREAS, the ENTITY has developed a proposal to
Make improvements and repairs, including shell/exterior renovations including new brick and paint, AC
units, new electrical lighting, new clear garage doors, and plumbing work to 816 Main (the “Project”); and

WHEREAS, Section 380.001 of the Texas Local Government Code, as amended, allows the governing body of a municipality to establish and provide for the administration of one or more programs to promote state and local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program is intended to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors; and

WHEREAS, funding for the Schertz Main Street Local Flavor Economic Development Program will be provided annually through the City’s General Fund; and

WHEREAS, the Schertz Main Street Local Flavor Economic Development Program will enhance other city efforts to improve, beautify, and promote economic development in the Main Street area.

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 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, the City Council of the City of Schertz desires to provide funds to PKM Ventures LLC (ENTITY).

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 promote state and local economic development and to stimulate business and commercial activity in the municipality to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors.

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 application, 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. The Project is estimated to be over \$40,000.00 and fifty percent of which, is capped at 20,000.00 for work falling within the criteria for façade, site and systems grants. 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 PKM Ventures LLC:
Attention: Nicholas Marquez
PO Box 284
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

(Title)

ATTEST:

City Secretary

(Title)

EXHIBIT A

[Describe the project to be performed]

PKM VENTURES LLC MAIN ST FACADE RENOVATION

NOVEMBER 5, 2019



PKM VENTURES LLC
2007 GROOMS ROAD
CIRILO, TEXAS 78108
P.O. BOX 284
CIRILO, TEXAS 78108
EMAIL: NMARQUEZ25@GMAIL.COM

ACCEPTED FOR CONSTRUCTION
NOVEMBER 5, 2019
PKM VENTURES LLC
2007 GROOMS ROAD
CIRILO, TEXAS 78108
P.O. BOX 284
CIRILO, TEXAS 78108
EMAIL: NMARQUEZ25@GMAIL.COM



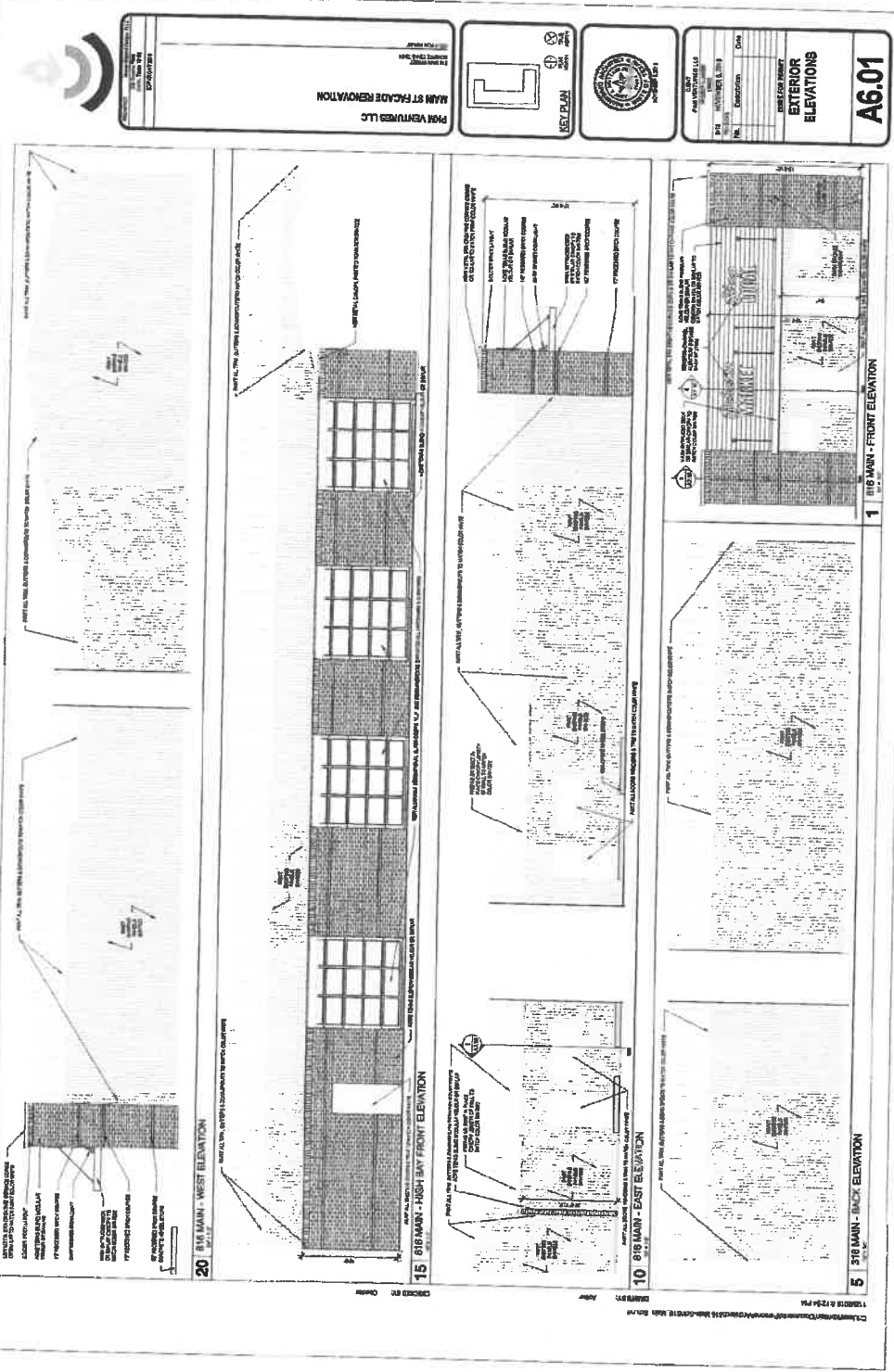
OWNER
PKM VENTURES LLC
P.O. BOX 284
CIRILO, TEXAS 78108
EMAIL: NMARQUEZ25@GMAIL.COM


ARCHITECT
ABOVE GROUND DESIGN PLLC
2007 GROOMS ROAD
CIRILO, TEXAS 78108
210-379-8654 P

G0.00

SITE LOCATION MAP


[illegible]






PLAN VENTURES LLC
1000 N. 10TH ST.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.PLANVENTURES.COM


MAIN ST FACADE RENOVATION



KEY PLAN



SECTION

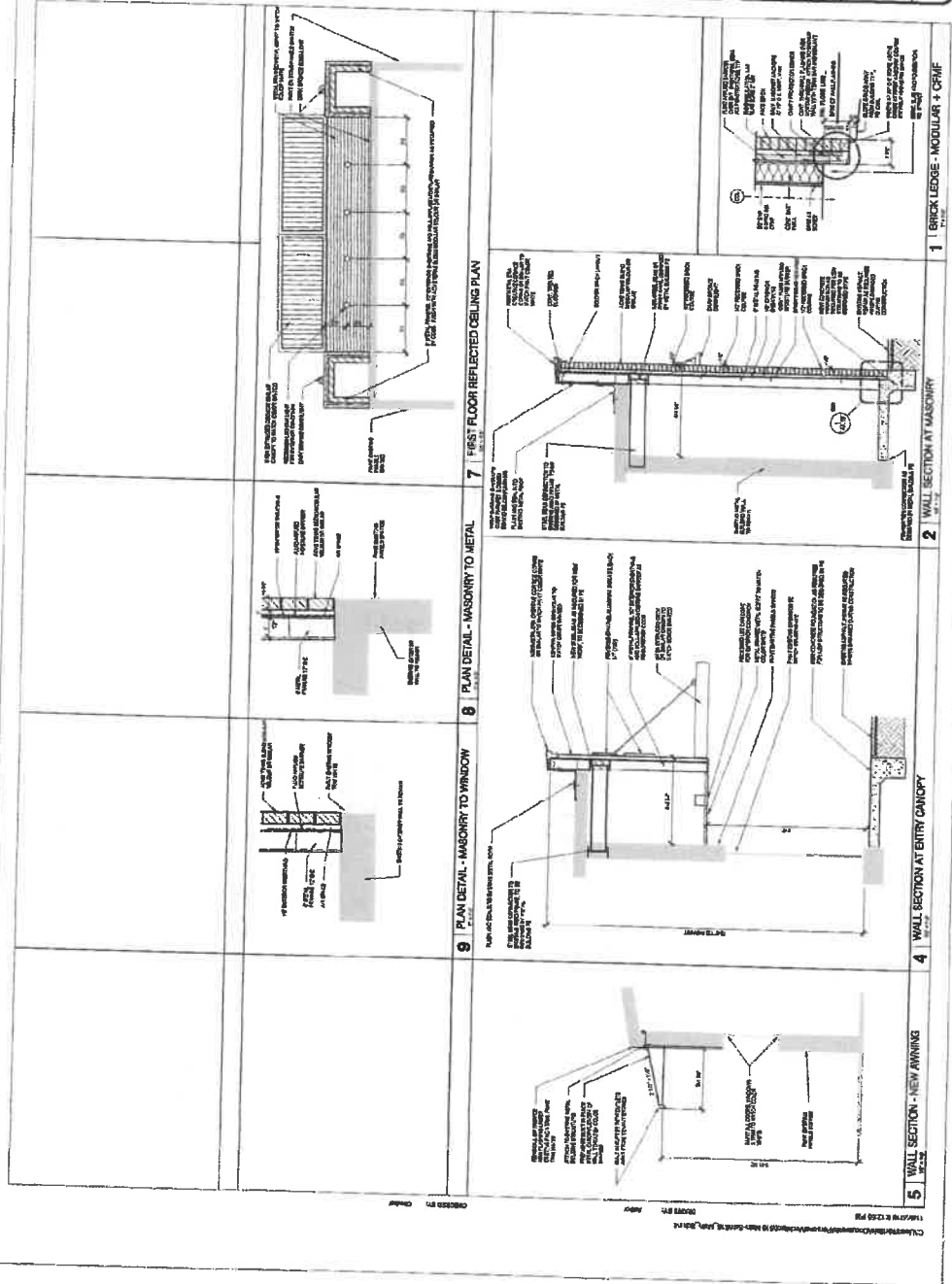


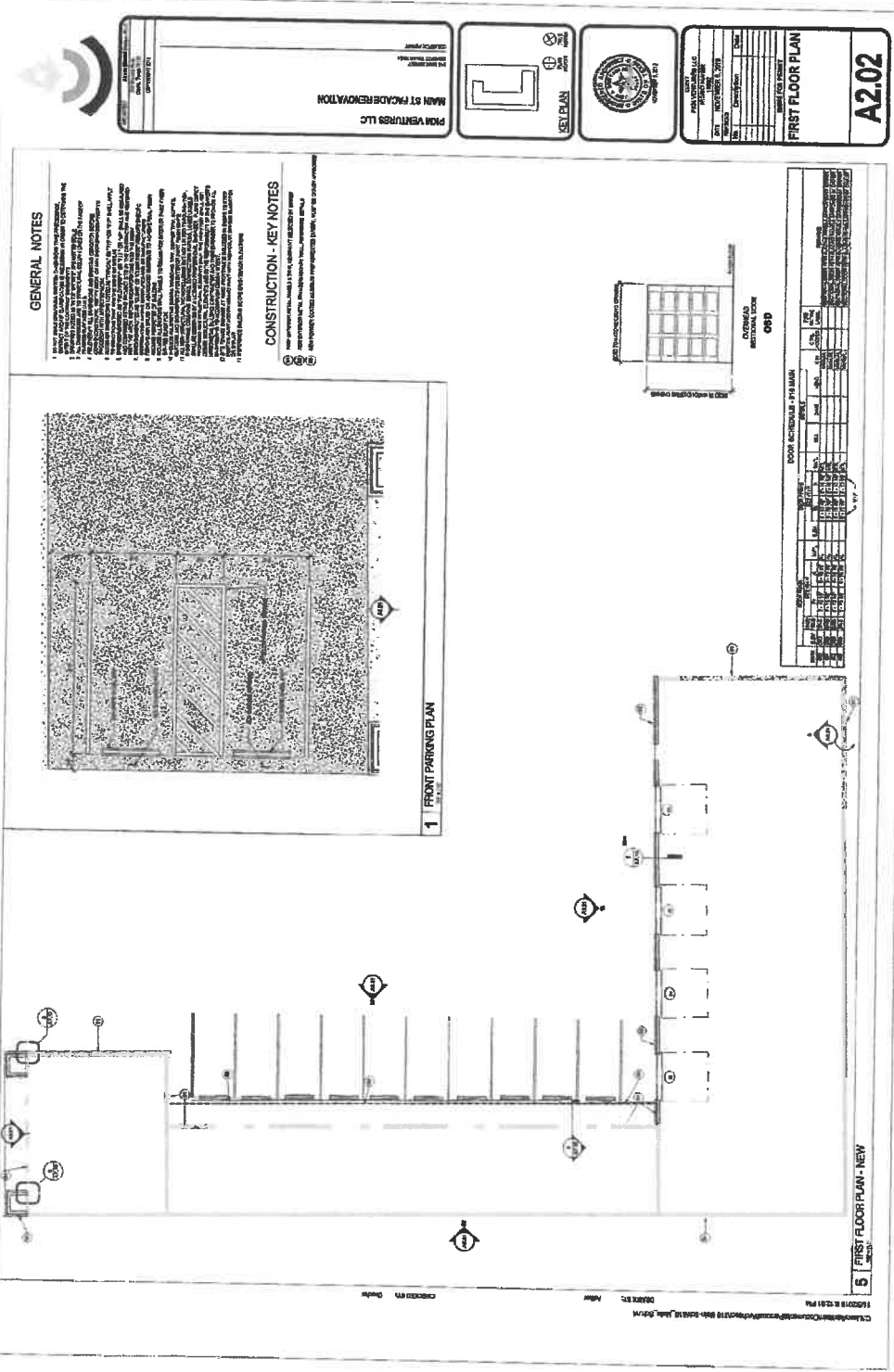
PROFESSIONAL SEAL

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/1/2018

A6.01

EXTERIOR ELEVATIONS





GENERAL NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE CALIFORNIA BUILDING CODE (CBC).
- 2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
- 3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
- 4. THE ARCHITECT SHALL BE RESPONSIBLE FOR COORDINATING ALL PERMITS AND APPROVALS WITH THE LOCAL BUILDING DEPARTMENT.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY PERMITS AND APPROVALS THROUGHOUT THE PROJECT.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY PERMITS AND APPROVALS THROUGHOUT THE PROJECT.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY PERMITS AND APPROVALS THROUGHOUT THE PROJECT.

CONSTRUCTION - KEY NOTES

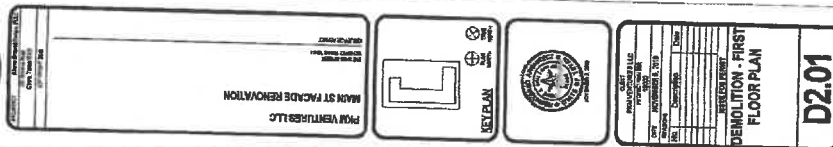
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1 FRONT PARKING PLAN

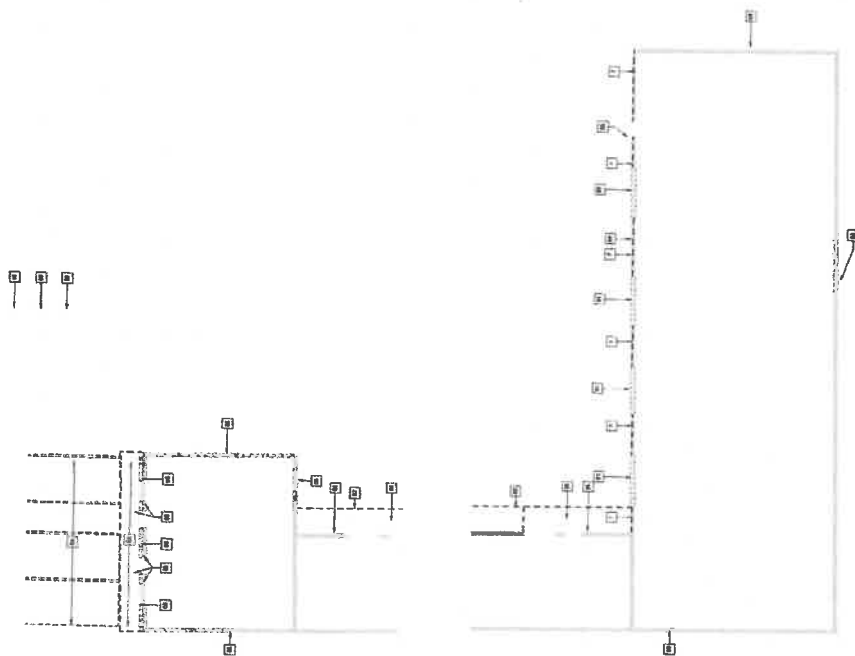
15 FIRST FLOOR PLAN - NEW

DOOR SCHEDULE - FIRM PLAN	
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CITY COUNCIL MEMORANDUM

City Council Meeting: December 10, 2019

Department: Parks, Recreation & Community Service

Subject: Schertz Area Senior Center Operations Update. (B. James/L. Shrum)

BACKGROUND

The Schertz Area Senior Center was established in 2010. It is owned by the City of Schertz and managed through a public facility license agreement with the YMCA of Greater San Antonio. The City of Schertz contracted with the YMCA to manage the Schertz Area Senior Center in September 2015 and that contract cost is \$145,235 per year. Membership to the Senior Center is open to anyone age 50+ and there are no residency requirements to join. Membership dues are \$36 per year or \$62 per couple. Membership dues were set by council at the inception of the Senior Center and the YMCA has kept the membership dues the same. The membership dues go to the YMCA to help operate the center. Membership dues netted per year are approximately \$40,000.

In 2017 the city funded an \$850,000 renovation project to encompass the adjacent Well Med space which added approximately 1,500 sq. ft. of usable space. A group exercise room, a meeting room, and ADA accessible restrooms were developed out of this additional space. A parking lot renovation project to gain more spaces, is budgeted at \$50,000 and is planned for FY 19-20 but not yet constructed. Additionally, since the YMCA has taken over the management of the facility, the membership has grown from 399 members to 1,756 members, and the program numbers have grown from 104 activities offered per month to 488 activities offered per month.

The city also funds a congregate meal program where lunch is provided Monday – Friday free of charge for seniors 50+ at a budgeted cost of \$114,000 per year (FY18-19 Actual = \$102,717.75.) To recoup some of the costs of the meal program, the city applied for federal funds through the Alamo Area Council of Governments (AACOG) that disseminates the federal funding. The federal funds only reimburse meals for participants aged 60+ and those participants have to go through an intake process. The city began receiving reimbursements in September 2019 and so far is reimbursed approximately 12-14% of the city's total cost of the meals per month depending on the number of meals purchased. The city is continuing to collect intake forms for eligible participants and working with AACOG to get our program reassessed each year in hopes that additional funding will be allocated to the Schertz Area Senior Center.

Additional expenses to operate the Senior Center include approximately \$3,200 per year for facility maintenance, \$3,000 per year for landscaping services, \$3,600 per year for water & sewer, and \$1,800 for electric service for a total cost to the city of \$11,600 per year.

In November 2018 Schertz staff approached City of Cibolo staff about establishing an Interlocal Agreement (ILA) with the City of Cibolo to share the costs of the Schertz Area Senior Center. Schertz and YMCA staff gave a presentation to the Cibolo City Council regarding the Senior Center operations and the membership breakdown. Approximately 20% of the participants in the congregate meal program at that time were residents of the City of Cibolo, thus a \$50,000 contribution was proposed as part of the ILA which equated to 20% of the total annual cost of the congregate meal program and the YMCA contract management fee for operation of the Center. The Interlocal Agreement did not come to fruition at that time.

Since that time, the Schertz Area Senior Center has continued to gain in popularity and several group exercise classes have become very popular with the members which has resulted in some attendance caps being initiated in some classes. The attendance caps have caused some members to express concern as to capacity issues and some additional requests to look at expanding the facility in the future. To address the issue of capacity for some classes, the YMCA added an additional class to the schedule at the Schertz Area Senior Center and opened an additional class to Schertz Area Senior Center members at the Cibolo YMCA location. This has alleviated the capacity issues for now but some members have continued to express concern that the continued growth in the area will contribute to more members in the future, and they would like to start the conversation now about future facilities. Thus, the Schertz Area Senior Center Advisory Board passed a resolution at their meeting on November 25, 2019, to ask the City Council to investigate the feasibility of facilities expansion of the Schertz Area Senior Center.

The existing 5-year contract with the YMCA expires September 30, 2020, so a new Request for Proposal (RFP) process will be initiated in the Spring of 2020. In preparation for this RFP process, this operational efficiency evaluation is timely and necessary.

Staff is presenting this update to City Council to inform them of all the facets of the Schertz Area Senior Center operations. While the center has grown in total membership, as well as program membership, staff does not believe we have hit full capacity of the facility yet. A particular group exercise class happens to be very popular due to a popular instructor, but there are other exercise classes available as well that are not at capacity. Additionally, we have not considered expanding operating hours, creating multiple lunch shifts, and/or a number of creative solutions that would expand our ability to maximize the facility space and still provide a quality program for our seniors. Given the cost implications of expanding and/or building a new facility, and given the other many priorities (park maintenance needs, trail development) staff recommends exploring these other operational efficiencies first while also maintaining that planning ahead for growth is a prudent thing to do for the Schertz Area Senior Center and should be explored.

Attachments

Senior Advisory Board Resolution

**SCHERTZ AREA SENIOR CENTER
ADVISORY BOARD
RESOLUTION**

WHEREAS, the Schertz Area Senior Center has experienced a 340 percent increase in membership during the four years of YMCA management;

WHEREAS, the current designated exercise area is unable to accommodate the number of participants;

WHEREAS, additional class times have been added to address the overcrowding of the exercise area;

WHEREAS, the current designated lunch area is approaching capacity and will require expansion into an adjoining classroom;

NOW, THEREFORE, BE IT RESOLVED that the Schertz Area Senior Center Board does request the Schertz City Council take action to investigate the feasibility of facilities expansion of the Schertz Area Senior Center.

ADOPTED this 25 day of November, 2019.

Signed: _____ *Vacant*
Board President

_____ *Vacant*
Board Vice president

Hector M. Lopez *Treasurer*
Board Member

Adela Lopez *Secretary*
Board Member

Cornie Pote *Activities Coordinator*
Board Member

Barb Shelton *Kitchen Coordinator*

Shirley Starker *Volunteer Coordinator*

CITY COUNCIL MEMORANDUM

City Council Meeting: December 10, 2019
Department: City Secretary
Subject: City Council Liaison Appointments - Discussion and possible action regarding various City Council liaison appointments. (Mayor/Council/B. Dennis)

BACKGROUND

Traditionally, after the conclusion of each fiscal year and following the local November election City Council reviews their liaison assignments on various committees, groups, boards and corporations. The purpose for this annual review is to fill any vacancies that may occur due to the results of the election and/or consider re-assignments by any Councilmember who may wish to transfer from one board to another.

The following committees currently have vacancies:

- Audit Committee (*1 vacancy*) (*Previously held by Councilmember Gutierrez*)
- Investment Advisory Committee (*1 vacancy*) (*Previously held by Councilmember Gutierrez*)
- Interview Committee for Boards and Commissions (*2 vacancies*) (*Previously held by Councilmember Gutierrez and Councilmember Edwards*)
- Cibolo Valley Local Government Corporation (*1 vacancy*) (*Previously held by Councilmember Edwards*)
- Main Street Committee (*1 vacancy*) (*Previously held by Councilmember Edwards*)

Current City Council liaison assignment committees are as follows:

1. Schertz Animal Services Advisory Committee
2. Schertz Housing Authority Board
3. Schertz Seguin Local Government Corporation (SSLGC)
4. Interview Committee for Appointments to City Boards and Commissions
5. Cibolo Valley Local Government Corporation (CVLGC)
6. Audit Committee
7. Investment Advisory Committee Board
8. Hal Baldwin Scholarship Committee
9. TIRZ II Board
10. Main Street Committee

GOAL

To re-appoint vacancies for liaison positions.

COMMUNITY BENEFIT

N/A

SUMMARY OF RECOMMENDED ACTION

N/A

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends Council discuss the following City Liaison Assignments:

1. Schertz Animal Services Advisory Committee (No vacancy) -
(Councilmember Heyward currently serves).

- Meets four (4) times a year or as often as needed.
- Location of Meeting: Schertz City Council Chambers Conference Room, Building 4, Schertz, TX, usually around 6:00 p.m.
- Consists of four (4) members which include: 1) *a municipal official*, 2) a licensed veterinarian, 3) a shelter operator and 4) a member of an animal welfare organization.

The members visit the animal shelter at times selected by the committee and make any recommendations concerning animal care services and shelter operating procedures to maintain compliance with guidelines found in the Health and Safety Code Chapter 823. Animal Shelters.

2. Schertz Housing Authority Board (No vacancy) - (Councilmember Davis currently serves).

- Meets once a month on the second Monday.
- Location of Meeting: 204 Schertz Pkwy, Schertz, TX at 6:30 p.m.
- Consists of five (5) City Mayoral Appointed Board Commissioners responsible for establishing policies for the Housing Authority and overseeing program compliance as required by the State of Texas and HUD-US Dept. of Housing and Urban Development.

The Schertz Housing Authority administers both a public housing and Section 8 housing voucher program. The housing authority owns and manages one project which contains 76 affordable rental units. It also administers 153 Section 8 housing vouchers. Also, according to the Department of Housing and Urban Development (HUD), the housing authority is designated as 'Small', meaning it administers 50 - 249 Section 8 vouchers.

3. Schertz Seguin Local Government Corporation (SSLGC) (No vacancy) - (Councilmember Scagliola currently serves as a regular member and Councilmember Brown currently serves as an alternate).

- Meets once a month on the third Thursday.
- Location of Meeting: 108 W. Mountain Street, Seguin, TX at 1:30 p.m.
- Consists of five (5) Directors and two (2) ex officio non-voting member - one from Seguin and one from Schertz.

SSLGC is not a committee of the City of Schertz, but a separate corporation owned equally by the cities of Schertz and Seguin. The Schertz-Seguin Local Government Corporation (SSLGC) was created as a whole-sale water supply system. The Carrizo Aquifer is utilized for this purpose to benefit the cities of Schertz and Seguin. SSLGC was formed in December 1998 under Subchapter D of Chapter 431 of the Texas Transportation Code. It is governed by a board of five directors and two ex-officio appointed by the City Councils of Schertz and Seguin.

SSLGC began actual production in September 2002 and has continued to grow to serve the cities of Schertz and Seguin as their primary water source. SSLGC maintains a strong wholesale water customer base including contracts with the Cities of Selma and Universal City as well as Springs-Hill Water Supply Corporation and the San Antonio Water System.

4. Interview Committee for Appointments to City Boards and Commissions (two vacancies)

(Councilmember Davis currently serves as a regular member and Councilmember Scagliola currently serves as an alternate; *Councilmembers Gutierrez and Edwards served*)

- Meets annually during late April or early May.
- Location of Meeting: 1400 Schertz Pkwy, council Chambers (Bldg. 4) conference room at 6:00 p.m.
- Consists of five (5) members, one (1) Planning & Zoning Commission, one (1) Economic Development Corporation and three (3) Councilmembers and one (1) alternate Councilmember.

The Interview Committee is responsible for reviewing applicants from residents of the city who have expressed an interest in serving on a City board, committee, or commission. After review of all the application on file and/or doing personal interviews, recommendations are submitted to the City Secretary office for notification and processing.

5. Cibolo Valley Local Government Corporation (CVLGC) (one vacancy)

(Councilmember Edwards served as a regular member and Councilmember Scagliola serves currently as an alternate).

- Meets quarterly on the fourth Thursday of October, January, April, July at 9:00 a.m.
- Location of Meetings: Alternating locations: City of Schertz Council Chambers, 1400 Schertz Pkwy, and City of Cibolo Council Chambers, 200 S. Main St. at 9:00 a.m.
- Consists of four (4) directors.

Cibolo Valley Local Government Corporation filed as a domestic nonprofit corporation in the State of Texas on July 11, 2011. The purposes for which the corporation was organized were to aid and assist the cities (Schertz, Cibolo, Selma, Seguin, and Converse) in acquiring, constructing, leasing, improving, enlarging, extending, repairing, maintaining, and operating a water utility system pursuant to the provisions of Chapter 552 of the Texas Local Government code. The current official office is located at 108 W. Mountain Street in Seguin, TX. The organization is now a separate corporation owned equally by the cities of Schertz and Cibolo.

6. Audit Committee (one vacancy)

(Councilmembers Davis and Brown currently serve and *Councilmember Gutierrez served*).

- Meets annually in February or March (or as otherwise needed)
- Location of Meeting: Bldg. #2 - Administration Conference Room
- Consists of seven (7) members to include three (3) councilmembers

The Audit Committee reviews the City's annual financial statement submitted by the auditors and recommend acceptance to the City Council. This committee also reviews proposals/bids for auditing firms when the City looks for new auditors. The seven members usually consist of the three Councilmembers, Assistant City Manager, City Manager, Finance Director and the Assistant Finance Director.

7. Investment Advisory Committee (one vacancy)

(Councilmember Heyward currently serves and *Councilmember Gutierrez served*).

- Meets twice annually: in December and April.

- Location of Meeting: Bldg. #2 - Administration Conference Room.
- Consists of nine (9) members: Two Councilmembers, two (2) Assistant City Managers and one (1) Executive Director EDC, City Manager, Finance Director, Assistant Finance Director and a Financial Analyst.

The Investment Advisory Committee reviews the City's investment portfolio, processes, and practices to ensure adherence to the Public Funds Investment Act and to the adopted Investment Policy. They meet twice per year and will need to be certified on the Public Funds Investment Act every other year. The Investment Policy is reviewed by Council annually and the Committee will review changes proposed by staff to make sure it is in compliance with the Public Funds Investment Act and in the best interest of the City.

8. Hal Baldwin Scholarship Committee (No vacancy) (Councilmember Scagliola currently serves).

- Meets as needed.
- Location of Meeting: city Council Chambers (Bldg. 4) Conference Room.
- Consists of seven members (but this varies, the committee decides who is on it, but one Councilmember is on the Committee).

The City of Schertz established the Hal Baldwin Scholarship to encourage high school seniors who are residents of Schertz to consider public service as a career path in education, local, state and/or federal government. The scholarship honors Hal Baldwin, who served the City for more than 30 years as a civic volunteer, an employee, a Councilmember, and Mayor. The Scholarship is awarded annually on a competitive basis and is open to any currently enrolled high school senior who reside in Schertz. The Scholarship Panel reviews each complete application package and submits their recommended Scholarship recipient(s)' name(s) to the Schertz City Council. The final selection is announced later during the year at a regular council meeting and checks are presented to the students. The City Manager's office serves as the liaison for this committee.

9. TIRZ II Board (No vacancy) (Councilmember Davis currently serves)

- Meets on the 2nd Tuesday's months of February 11th, April 14th, July 14th, and October 13th - Bob Andrews Conference Room 4:00 p.m.
- Consists of 11 members.

In Ordinance No. 06-T-61 dated December 19, 2006, the City created the Tax Increment Reinvestment Zone Number Two, generally referred to as the Sedona or Crossvine TIRZ. The TIRZ allows for the reimbursement of costs associated with the development of the project from property tax revenue generated by the increase in value of properties within the TIRZ. In 2008 the City Council authorized the original Development Agreement.

The project, originally named Sedona was constructed, but with the downturn in the economy, development did not continue. The project was revived by the new developer, Chris Price, as The Crossvine and construction resumed. Staff has been in discussions with the developer about the need to update documents associated with the project as a result of the changes being proposed to the project. Initially the project, as evidenced by the first phase of Sedona, was envisioned as more standard suburban subdivision with a grid pattern of lots. As is proposed now, the development includes a mix of lot and product types, curvilinear streets, drainage areas integrated as open space into the development, and unifying design elements such as fencing, open space, signage, and landscaping.

the City Council of the City of Schertz designated TAX INCREMENT REINVESTMENT ZONE NUMBER TWO CITY OF SCHERTZ, TEXAS the Zone to enable the development of approximately 825 acres of land which may contain up to 2,200 residential units pursuant to the PUD described below with estimated average sales prices of \$140,000-- \$240,000 per single family home and approximately 130 acres of open space including but not limited to public parks and trails to be known as the Sedona development. The project will result in a primarily residential development located in the southern portion of the City. The Zone was established pursuant to the provisions of the Tax Increment Financing "TIF" Act, Chapter 311, Texas Tax Code as amended.

The developer of the project is Schertz 1518 LTD. The developer is requesting the City of Schertz, Bexar County and the San Antonio River Authority (SARA) participate in the tax increment financing to help fund public infrastructure improvements to be located within the development. The duration of the Zone is projected to be twenty-one (21) years with the Zone being in existence through calendar year 2027.

10. Main Street Committee (One vacancy) (Councilmembers Davis and Larson currently serve and Councilmember Edwards served)

- Meets as needed.
 - Location of Meeting: 1400 Schertz Pkwy, Bldg. 4, Council Chambers Conference Room, generally right after the regular Tuesday City Council meeting.
 - Consists of 4 Councilmembers and the Mayor.
-

CITY COUNCIL MEMORANDUM

City Council Meeting: December 10, 2019
Department: City Secretary
Subject: SEDC Annual Report FY 2018-2019. (M. Browne/D. Vincent)

BACKGROUND

The Annual Report covers the SEDC's fiscal year (October 1, 2018 to September 30, 2019) and includes an overview of our recruitment and retention efforts, data covering city demographics and the business community, details on active Projects, an explanation of the SEDC Reserves Strategy, an overview of development in Schertz, and the SEDC's annual financial summary. The Annual Report is being presented to City Council for information purposes.

GOAL

N/A

COMMUNITY BENEFIT

The Annual Report offer details that inform readers on economic development activities occurring throughout the community during the fiscal year.

Highlights include: (1) Staff exceeded their number of inquiries recruitment goal by 24; (2) Twelve recruitment events were held in locations ranging from California to New York; (3) SchertzEDC.com saw a 55% increase in pageviews compared to the previous fiscal year; (4) Staff produced thirteen blogs as part of marketing efforts to better tell the SEDC's story; (5) Business Retention & Expansion hosted 7 industry Roundtables, exceeding the annual goal of 6, bringing together manufacturing, logistics, and human resource professionals; (6) The SEDC doubled the number of hiring fairs this year from two to four, with these events bringing in 450 job seekers; (7) The SEDC, in partnership with Caterpillar, focused this year's Manufacturing Day efforts on connecting local junior high school girls and STEM; (8) The SEDC entered into an incentive agreement with Nexus Enterprises, a company which is currently constructing their new headquarters in Schertz; (9) The SEDC Board developed a Reserves Strategy to guide the use of current and future SEDC reserve funding; and (10) Ten major developments were completed, accounting for the addition of over half a million square feet of new space being added to the Schertz real estate market.

SUMMARY OF RECOMMENDED ACTION

N/A

FISCAL IMPACT

None

RECOMMENDATION

The Annual Report is presented to City Council for your review.

FY 2018-19

ANNUAL REPORT

CITY OF SCHERTZ ECONOMIC
DEVELOPMENT CORPORATION

MISSION | To grow the Schertz economy through Projects. Specifically, we pursue Projects that focus on the creation/retention of Primary Jobs and Infrastructure Improvements.

SCHERTZ
ECONOMIC DEVELOPMENT CORPORATION

SEDC Annual Report Fiscal Year 2018-19

Annual Report Structure

- a) Overview of recruitment & retention efforts
- b) City demographic & business community data
- c) Details on active Projects
- d) Overview of development in Schertz
- e) SEDC's annual financial summary

Annual Report Highlights



- 1) Exceeded inquiries recruitment goal by **24**
- 2) Attended **12 recruitment events**, ranging from CA to NY
- 3) Increased SchertzEDC.com pageviews by **55%**

Annual Report Highlights



- 4) Produced **13 blogs** to better tell SEDC's story
- 5) Exceeded BRE Roundtables goal by **1**
- 6) Hosted **4 Hiring Fairs**, bringing in 450 job seekers

Annual Report Highlights

- 7) Focused Manufacturing Day on **girls + STEM**
- 8) Entered into an incentive agreement with **Nexus**
- 9) Developed **Reserves Strategy** to guide reserve funding
- 10) Saw **10 major developments** completed, accounting for the addition of over half a million square feet of new space being added to the Schertz real estate market

CITY COUNCIL MEMORANDUM

City Council Meeting: December 10, 2019
Department: Executive Team
Subject: Presentation on UDC Requirements Relating to Nonconforming Billboards.
(B. James/L. Wood)

BACKGROUND

A few months ago City Council requested a presentation on the UDC as it relates to prohibitions on relocating billboards. Billboards are generally considered off-premise signs in that they advertise something other than the business located on the same property as the sign. The UDC does not allow them to be relocated. Currently, the UDC only allows for some signs (on-premise) to be relocated in some circumstances (when necessitated by government acquisition of land).

The UDC could be amended to modify the current provision to also include off-premise signs. It could also be amended to expand the reasons signs are allowed to be relocated, beyond government acquisition of land on which the sign is located, such as to allow for development or redevelopment of the property.

All ordinances amending the UDC must be considered by the Planning and Zoning Commission prior to being considered for adoption by Council.

Attachments

Billboard Presentation

Relocation of Billboards

Schertz City Council

December 10, 2019

Current UDC:

- Currently, the City's Unified Development Code (UDC) provides that the owner of legal and non-conforming detached on-premise signs which overhang land to be acquired by a government entity may relocate the sign on the same property.
- This would allow the owner of a tract of land with a non-conforming detached on premise sign on to move the sign, generally back, in a case where TxDOT or the City acquires additional right-of-way.

Current UDC:

- This provision only applies to legal (those that meet current code) and non-conforming on-premise signs and only in situations where the move is prompted by the government acquiring land where the sign is currently located.
- It does not apply to billboards which are generally off-premise signs and in situations where the owner wants to move it to a different location on the same property , such to develop/redevelop or subdivide the property.

- There being no provision to allow for the relocation of off-premise signs (billboards) in situations where the government is acquiring property for right-of-way, it is likely to result in higher acquisition costs for the government, as the property owner will claim the financial impact of the acquisition is greater due to loss of revenue from the sign.
- Additionally, it may impede the development or redevelopment of land as the owner has to weigh the benefits with the drawbacks, including loss of revenue or lease obligations of associated with having to remove the sign.

- The UDC could be amended to allow the owner of a non-conforming detached sign to relocate the sign on the property as long as the size or height of the sign is not increased and it either meets the current setback requirements or it is not moved closer to a property
- Some additional adjustments to the code would also be necessary.
- The sign portion of the City's UDC is one of the sections of the UDC most in need of a complete review, but staff could make the above change fairly easily.
- As a reminder, change to the UDC are reviewed by the Planning and Zoning Commission who make a recommendation on the proposed changes to City Council.

Questions and Discussion

CITY COUNCIL MEMORANDUM

City Council Meeting: December 10, 2019
Department: Executive Team
Subject: Information on 2020 Master Calendar and Boards/Commissions. (M. Browne/S. Gonzalez)

BACKGROUND

Each year staff drafts a Master Calendar that serves as a planning tool for the upcoming year.

There are a couple items to note which are the dates of the Council on the Go series and the Special Called Council meetings/retreats, which are planned as follows:

- January 24th – Council Teambuilding Retreat – location TBD
- January 30th – Joint City Council Meeting with Cibolo and CVLGC – Schertz Civic Center
- February 18th – Council on the Go – Ray Corbett Jr. High
- March 17th – City Council & HOA Presidents Meeting – Schertz Civic Center
- March 20th – Council Pre-Budget Retreat – location TBD
- May 19th – Council on the Go – Scenic Hills
- August 7th – Council Budget Retreat – location TBD
- November 16th – Council Meeting to Canvass Results of November 3rd Election

All above dates are reflected on the 2020 Master Calendar.

Staff is still working to finalize the dates for the Music and Movies in the Park series and the Hal Baldwin Golf Tournament. Once the dates have been secured, staff will provide an amended calendar to reflect that information.

RECOMMENDATION:

As in year's past, staff recommends Council approval of the Master Calendar with the following considerations in regards to the City Council meetings:

- Cancel the October 6, 2020 Council Meeting due to Texas National Night Out
- Cancel the October 13, 2020 Council Meeting due to Annual TML Conference
- Cancel the November 3, 2020 Council Meeting due to Election Day
- Cancel the November 24, 2020 Council Meeting due to Thanksgiving Holidays
- Cancel the December 22, 2020 Council Meeting due to December Holidays

If Council has concerns with these considerations, please contact the City Secretary's office.

Additionally, with this item staff has provided detailed information regarding when the various Boards/Commissions meet throughout the year.

Attachments

City of Schertz Master Calendar 2020
2020 Boards and Commission

City of Schertz Master Calendar 2020

1 New Years Day (office closed)
11 Polar Bear Plunge
20 MLK Holiday (office closed)
25 Chinese New Year (Year of the Rat)

JANUARY						
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6 Trail Rider Lunch
8 Swim n S'mores
14 Valentines Day
17 Presidents Day Holiday (office closed)
21 Daddy Daughter Dance
26 Ash Wednesday
29 Selma-Schertz 5K Run

2 Texas Independence Day
7 Wilenchik Walk for Life
8 Daylight Savings Begins
9-13 SCUCISD Spring Break
17 St. Patrick's Day
19 Employee Remembrance Day
19 Spring Begins

MARCH						
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3 Underwater Egg Hunt
5 Movin on Main
5 Palm Sunday
8-16 Passover
10 Good Friday
12 Easter
16 Community Volunteer Fair
16-26 Fiesta Weeks
22 Administrative Professionals' Day
23 April - 23 May Ramadan

7 Schertz Sweetheart Coronation
10 Mother's Day
16 Armed Forces Day
25 Memorial Day Holiday (office closed)

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14 Flag Day
20 Summer Begins
21 Father's Day

4 Independence Day (office closed Jul.3)
4 Float & Fireworks

JULY						
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3 National Watermelon Day

5 Paws in the Pool
7 Labor Day Holiday (office closed)
10 Board/Commission Appreciation Banquet
11 Patriot Day
18-20 Rosh Hashanah
22 Fall Begins
23-27 Comal County Fair
27-28 Yom Kippur

SEPTEMBER						
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3 Dunkin' for Pumpkins
6 Texas National Night Out
8-11 Guadalupe County Fair
12 Columbus Day Holiday (office closed)
14-16 Annual TML Conf. - Grapevine
16 Boss's Day
31 Trunk or Treat
31 Halloween

1 Daylight Savings Time Ends
3 Election Day
11 Veterans Day (office closed)
26 Thanksgiving (offices closed Nov. 26 & 27)

NOVEMBER						
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5 Holidazzle
10-18 Hanukkah
11 Swim with Santa
21 Winter Begins
25 Christmas Day (office closed)
26 Dec. - 1 Jan. Kwanzaa

SCUCISD Holidays are in red

	Council Meeting
	Council on the Go Meeting/Retreat/Special
	City Holidays (office closed)
	SSLGC
	Animal Services Advisory Committee

	P&Z Comm
	Library Adv Bd
	Econ Dev Corp
	CVLGC
	TIRZ Board

	Trans Safety Adv Comm
	Parks & Recreation Adv Board
	Historical Preservation Comm
	Committee of Committees Advisory Board

Dates are subject to change. Check www.schertz.com for updated information

Approved 12.10.19

City of Schertz City Council Calendar 2020

JANUARY						
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APRIL						
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AUGUST						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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	Council Meeting
	Council on the Go Meeting
	Council Workshop/Retreat/Special Called Meeting

Dates are subject to change. Check www.schertz.com for updated information

Approved 12.10.19

2020 Council/Boards/Commissions

City Council Meetings

Day: 1st, 2nd and 4th Tuesdays of the month (see calendar for proposed cancelled meetings)
Time: 6:00 pm
Location: Council Chambers
NOTE: On the Tuesday of the following months, Council will hold "Council on the Go" meetings:
February 18th and May 19th

Economic Development Corporation

Day: 4th Thursday of the month
Time: 6:00 pm
Location: Council Chambers
NOTE: During the following months, EDC will meet on the following date:
November 19th (the 3rd Thursday)
December 17th (the 3rd Thursday)

Library Advisory Board

Day: 1st Monday of the month
Time: 6:30 pm
Location: Library - Meeting Room 1
NOTE: There will be *no* meeting in July
During the following months, the Library Board will meet on the following date:
September 14th (the 2nd Monday)

Parks & Recreation Advisory Board

Day: Bi-monthly on the 4th Monday of the month (beginning January)
Time: 5:30 pm
Location: Bob Andrews Conference Room
NOTE: During the following months, the Parks Board will meet on the following date:
May 18th (the 3rd Monday)
November 16th (the 3rd Monday)

Planning and Zoning

Day: 2nd and 4th Wednesdays of the month
Time: 6:00 pm
Location: Council Chambers
NOTE: During November and December, P&Z only meets once a month:
November 18th (the 3rd Wednesday)
December 9th (the 2nd Wednesday)

Transportation Safety Advisory Commission

Day: 1st Thursday of the month
Time: 5:30 pm
Location: Council Chambers Conference Room
NOTE: There will be *no* meeting in January, July or December

Committee of Committees Advisory Board

Day: Quarterly on the 3rd Wednesday of the month:
January 15th, April 15th, July 15th and October 21st
Time: 3:00 pm
Location: Council Chambers Conference Room

Historical Preservation Committee

Day: Quarterly on the 4th Thursday of the month:
January 23rd, April 23rd, July 23rd and October 22nd
Time: 6:30 pm
Location: Bob Andrews Conference Room

TIRZ Board

Day: Meets on the 2nd Tuesdays for the following months:
January 14th, April 14th, July 14th and October 13th
Time: 4:00 pm
Location: Bob Andrews Conference Room

Animal Services Advisory Committee

Day: Quarterly on the 1st Wednesdays for the following months:
February 5th, May 6th, August 5th and November 4th
Time: 6:00 pm
Location: Council Chambers Conference Room

Schertz-Sequin Local Government Corporation

Day: 3rd Thursday of the month
Time: 1:30 pm
Location: SSLGC Admin. Office Building – 108 W. Mountain Street, Seguin TX 78155

Cibolo Valley Local Government Corporation

Day: Quarterly on the 4th Thursday of the month:
April 23rd, July 23rd and October 22nd
Time: 9:00 am
Location: Alternates between Schertz & Cibolo – contact Jennifer Jones jjones@schertz.com

NOTE: CVLGC will meet on the following dates:
January 30th Board Meeting – 5:30 pm in Schertz
January 30th Joint (Schertz and Cibolo) City Council Meeting – 6:30 pm in Schertz

Board of Adjustments

NOTE: Will be held on an as needed basis – Planning and Community Development will work with City Staff, Board Members and the Applicant to coordinate the meeting

Building and Standards Commission

NOTE: Will be held on an as needed basis – Planning and Community Development will work with City Staff, Board Members and the Applicant to coordinate the meeting