



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
January 28, 2020

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

CITY OF SCHERTZ CORE VALUES

Do the right thing

Do the best you can

Treat others the way you want to be treated

Work cooperatively as a team

AGENDA

TUESDAY, JANUARY 28, 2020 at 6:00 p.m.

Call to Order

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

City Events and Announcements

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

Hearing of Residents

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

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

Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an

inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.

Consent Agenda Items

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

The following was read into record:

- 1. Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of January 14, 2020. (B. Dennis)
- 2. Resolution 20-R-12** - Consideration and/or action approving a Resolution amending the interlocal agreement with the City of Cibolo to improve Wiederstein Road/Cibolo Valley Drive. (B. James)
- 3. Resolution No. 20-R-09** - Consideration and/or action approving a Resolution authorizing and approving the Investment policy and Investment Brokers and other matters in connection therewith. (B. James/J. Walters)
- 4. Resolution No. 20-R-11** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing additional expenditures with My House of Design totaling no more than \$67,208 annually for graphic design services and other matters in connection therewith. (S. Gonzalez/L. Klepper)
- 5. Appointments and Resignations to the various City Boards, Commissions and Committees** - Consideration and/or action accepting the appointments of Ricky Haynes as a regular member to the Planning and Zoning Board, Glen Outlaw to the Interview Committee and the appointment of Benjamin McDaniel to the Committee of Committees Advisory Board. (B. Dennis/Interview Committee/Council)

Discussion and Action Items

- 6. Cancellation of the March 3, 2020, Council Meeting** - Consideration and/or action canceling the March 3, 2020, City Council meeting due to the Primary Election. (M. Browne/B. Dennis)
- 7. Resolution No. 20-R-01** - Consideration and/or action approving a Resolution authorizing the City Manager to submit a proposal to Guadalupe County for ambulance services. (C. Kelm/J. Mabbitt)

Public Hearings

8. **Ordinance 20-S-02** - Conduct a public hearing, consideration and/or action approving an Ordinance on a request to rezone approximately 2 acres of land from General Business District (GB) to Manufacturing Light District (M-1), located at 17401 Triton Drive, City of Schertz, Guadalupe County, Texas, also known as Titan Tri-County Business Park II Lot 18, Block 2. (B. James/N.Koplyay) ***First Reading***

Roll Call Vote Confirmation

Workshop

9. Appointment of the Mayor Pro Tem - Discussion and consideration and/or action regarding the confirmation, appointment or election of the Mayor Pro-Tem.(Mayor/Council)
10. Workshop discussion and possible action on a potential Northcliffe Tax Increment Reinvestment Zone (TIRZ) - (B. James)
11. Workshop discussion on potential amendments to the Schertz Historic Main Street Grant Program. (B. James)

Closed Session

12. City Council will meet in closed session under section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation of the City Manager Dr. Mark Browne.

Reconvene into Regular Session

- 12a. Take any action based on discussions held in closed session under Agenda Item 12.

Roll Call Vote Confirmation

Requests and Announcements

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

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

13. Future Trail Development Cost Estimates. (B. James/L. Shrum)

14. Committee Of Committees Advisory Board Update. (B. James)

Adjournment

CERTIFICATION

I, GAYLE WILKINSON, DEPUTY CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 24th DAY OF JANUARY 2020 AT 3:30 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

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 _____, 2020. 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 Main Street Committee | Councilmember Scagliola – Place 5 Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation |
| Councilmember Davis– Place 1 Audit Committee Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board | Councilmember Scott – Place 2 Interview Committee for Boards and Commissions |
| Councilmember Larson – Place 3 Main Street Committee – Vice Chair | Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board |
| Councilmember Heyward – Place 6 Audit Committee Investment Advisory Committee Schertz Animal Services Advisory Commission | Councilmember Brown – Place 7 Main Street Committee Schertz-Seguin Local Government Corporation - Alternate |

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of January 14, 2020. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on January 14, 2020.

RECOMMENDATION

Recommend Approval.

Attachments

1-14-2020 Minutes

DRAFT

MINUTES REGULAR MEETING January 14, 2020

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on January 14, 2020, 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 Daniel Santee; City Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez

Call to Order – City Council Regular Session

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

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

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

Employee Recognition

- The introduction of the new Economic Development Corporation Director, Mr. Adrian Perez. (M. Browne)

City Manager Dr. Mark Browne introduced Mr. Adrian Perez and his wife Christina who was in the audience this evening. Dr. Browne provided a brief bio regarding Mr. Perez and welcomed him to the City. Mr. Perez spoke on his appreciation to work for the City and commented on the outstanding team of the Economic Development Department, Patty Horan, Jennifer Kolbe and Drew Vincent. Mayor and Council welcomed Mr. Perez to the team.

City Events and Announcements

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

Assistant City Manager Brian James provided the following announcements Tuesday,

- January 14th -Chamber luncheon – Schertz Civic Center @ 11:30 am
- Monday, January 20th- City Offices closed in Observance of Martin Luther King Day
- Friday, January 24th- City Council Teambuilding Retreat – Community Room in Fire Station #3 – start time at 9:00 am
- Ribbon Cutting – Zikam Neighborhood Pharmacy @ 4:00 pm (located at 17323 I-35 North Suite 100, Schertz)
- Tuesday, January 28th- City Council meeting – Council Chambers – 6:00 pm

Mr. James also announced that the Christmas tree should be taken down this week, as it has to be taken down by a crane.

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

Dr. Browne announced that today the City hosted a successful Leadership CORE session where the students learned about City Government, the various departments, and they also participated in a mock City Council meeting. He also stated that Councilmember Heyward is one of the students.

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

None were provided at this time.

Hearing of Residents

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No one spoke.

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 was read into record:

1. **Minutes** - Consideration and/or action regarding the approval of the minutes of the meeting January 7, 2020. (B. Dennis)
2. **Resolution No. 20-R-05** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (B. James/J. Walters)
3. **Resolution No. 20-R-08** - Consideration and/or action approving a Resolution appointing Mr. Brian Edgington to the Board of Directors of the Cibolo Valley Local Government Corporation (CVLGC) Place D-4 replacing Mr. Johnny Bierschwale. (M. Browne)
4. **Boards, Commissions and Committee Member Appointments/Resignation** - Consideration and/or action accepting the resignation of Ms. Lauren Garrott from the Planning and Zoning Commission. (B. Dennis)

Moved by Councilmember Michael Dahle, seconded by Councilmember Allison Heyward to approve the consent agenda items 1 through 4.

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

Roll Call Vote Confirmation

City Secretary Brenda Dennis provided the roll call vote confirmation for agenda items 1 through 4.

Closed Session

5. City Council will meet in closed session under section 551.074 of the Texas Government Code, Personnel Matters, to conduct the annual evaluation City Secretary Brenda Dennis.

Mayor Gutierrez recessed the regular meeting into closed session at 6:10 p.m.

Reconvene into Regular Session

Mayor Gutierrez reconvened into regular session at 7:18 p.m.

- 5a. Take any action based on discussions in closed session under agenda item 5.

Moved by Mayor Pro-Tem Tim Brown, seconded by Councilmember Allison Heyward retain the services of Ms. Brenda Dennis with an annual compensation increase of 2% effective 1, February 2020.

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

Roll Call Vote Confirmation

City Secretary Brenda Dennis provided the roll call confirmation for agenda Item 5A.

Requests and Announcements

- Announcements by the City Manager.

No further announcements were provided.

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

Mayor Gutierrez requested an item be placed on a future agenda to consider canceling the March 3, 2020 Council meeting due to the Primary Elections that evening.

- Announcements by Mayor and Councilmembers

- City and community events attended and to be attended

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

Mayor Pro-Tem Brown who attended the Polar Bear plunge and stated "it was a gas."

Councilmember Davis who attended the Housing Authority meeting Monday.

Councilmember Dahle who attended the Polar Bear plunge - stated "the water was cold."

Councilmember Scagliola who attended the Polar Bear plunge - indeed cold - thinking about maybe the city heating the pool for next year.

Councilmember Heyward who attended the following events: Northeast Partnership For Economic Development meeting, JBSA P4 Leadership meeting, TML Newly Elected Seminar, TML Officials Workshop to start networking gathering contact information for future TML Region 7 workshops since she is the TML Region 7 President, Polar Bear Plunge - but didn't jump in the cold water, Touch a Truck event, The Chamber Leadership CORE meeting - visited Schertz, Cibolo and Selma and got to ride in the back of the bat mobile.

Mayor Gutierrez stated he attended the Northeast Partnership For Economic Development meeting, JBSA P4 Leadership meeting, Polar Bear plunge - so many brave souls, but he was not one of them, Touch a Truck, Stock Show and Rodeo Sponsorship kick-off dinner.

Adjournment

Mayor Gutierrez adjourned the meeting at 7:24 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: Executive Team
Subject: Resolution 20-R-12 - Consideration and/or action approving a Resolution amending the interlocal agreement with the City of Cibolo to improve Wiederstein Road/Cibolo Valley Drive. (B. James)

BACKGROUND

It has been requested that an amendment to the interlocal agreement with the City of Cibolo be approved. Now that the plans for the road construction have been approved and bid, the developer of Cibolo Crossing, who will be making the improvements to Wiederstein/Cibolo Valley Drive on behalf of the City of Cibolo, is requesting the agreement be updated to reflect the approved plan and final estimated construction price - \$4,806,762 of which Schertz is contributing \$1,300,000. It also eliminates the \$500,000 potential contribution from both cities if agreement could be reached with TxDOT by the end of 2019 to improve the overpass. Unfortunately, TxDOT could not commit to finding funding at this time as the project cost would have been significant.

The amended ILA requires the road to generally be constructed in 15 months.

GOAL

Amend the existing ILA to the benefit of both cities.

COMMUNITY BENEFIT

Improve Wiederstein Road (not named Cibolo Valley Drive).

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 20-R-12.

FISCAL IMPACT

This amendment does not increase the city's contribution - it remains \$1,300,000 for Wiederstein Road. It does eliminate the provision to contribute an additional \$500,000 to the overpass as full funding was not available with TxDOT.

RECOMMENDATION

Approval of Resolution 20-R-12.

Attachments

Res 20-R-12

Amended Interloal

RESOLUTION NO. 20-R-12

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED INTERLOCAL AGREEMENT WITH THE CITY OF CIBOLO REGARDING COST SHARING FOR IMPROVEMENTS TO WIEDERSTEIN ROAD.

WHEREAS, the City of Schertz and the City of Cibolo desire to work together to make improvements to Wiederstein Road; and

WHEREAS, Wiederstein Road serves the transportation needs of both communities; and

WHEREAS, development activity that is occurring in the vicinity will only add additional traffic to Wiederstein Road; and

WHEREAS, future construction to FM 1103 and Interstate Highway 35 will likely increase the amount of traffic on Wiederstein Road; 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 the Interlocal Agreement for the improvement of Wiederstein Road with the City of Cibolo as set forth in Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 28th day of January, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

Attached

THE STATE OF TEXAS

COUNTY OF GUADALUPE

§ FIRST AMENDMENT AND RESTATEMENT
§ OF INTERLOCAL AGREEMENT BETWEEN
§ THE CITY OF SCHERTZ AND THE CITY OF
§ CIBOLO

PREAMBLE:

This FIRST AMENDMENT AND RESTATEMENT OF INTERLOCAL AGREEMENT BETWEEN THE CITY OF SCHERTZ AND THE CITY OF CIBOLO (this “Amendment”) is entered into effective as of _____, 2020 the City of Cibolo and the City of Schertz (collectively referred to as the “Parties”), and completely amends and restates that certain Interlocal Agreement between the City of Schertz and the City of Cibolo dated executed to be effective as of 3rd day of September, 2019 (as restated by this Amendment, the “Agreement”).

The Parties enter into this Amendment under the general provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, under the specific authority of §791.026 and Texas Education Code §44.031(a)(5). This Amendment is made for the purpose of efficient and effective use of resources and is in the best economic interests of the Parties. The City of Cibolo and the City of Schertz are political subdivisions of the State of Texas.

RECITALS

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

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

WHEREAS, the Parties intend to enter into a new agreement whereby the City of Cibolo will construct or cause to be constructed Wiederstein Road generally from Cibolo Valley Drive through the intersection of the northbound frontage road of Interstate Highway 35, the full right-of-way which is located in the corporate boundaries of Cibolo and Schertz, as shown on Exhibit “A” and the City of Schertz contribute funds toward that construction; and

WHEREAS, the City of Schertz desires to provide up to \$1,300,000 towards the cost of the construction; and

WHEREAS, the City Council of the City of Schertz has changed the name of Wiederstein Road from Cibolo Valley Drive to the northbound frontage road of Interstate Highway 35 to Cibolo Valley Drive via Ordinance 19-S-16 in support of working in partnership with the City of Cibolo on areas of mutual interest; and

WHEREAS, the City of Cibolo and City of Schertz desire to make additional roadway improvements to the intersections of both the north and south bound frontage road of Interstate Highway 35 and Wiederstein Road; and

WHEREAS, the Texas Department of Transportation (TxDOT) controls the right-of-way of the intersection of the frontage roads of Interstate Highway 35 and Wiederstein Road, and their approval is required to make improvements to the intersections, both cities will petition and support request to TxDOT for approval and additional funding contributions to make intersection improvements.

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

I. DEFINITIONS

A. “Breach” occurs when any of the Parties fails or refuses to perform one or more of the duties set forth in this Agreement.

B. “Developer” means Babcock Road 165, Ltd., a Texas limited partnership, and its successors and assigns.

C. “Development Agreement” means that certain Chapter 380 Economic Development Agreement entered into or to be entered into by and between the City of Cibolo and Developer.

D. “Force Majeure” means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, and lockouts.

E. “Notice” occurs upon written communication by one party to the other as specifically defined in this Agreement. Notice to the Parties is satisfied by written communication to the address designated in Section IV(A).

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

II. TERM OF AGREEMENT

The term of this Agreement will begin [REDACTED], 2020. The term of this Agreement will end when the City of Schertz accepts the Project (as hereafter defined) and authorizes the release from Escrow to Developer of its \$1,300,000 contribution toward the Project costs.

III. MUTUAL PROMISES AND COVENANTS OF THE PARTIES

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

- A. The recitals set out in the preamble are hereby incorporated herein, for all purposes.
- B. Pursuant to the terms of the Development Agreement, the City of Cibolo shall cause to be constructed, roadway, traffic signals and associated improvements more particularly shown on the plans and specifications prepared by Westwood Professional Services, signed and sealed by Arlyn Samuelson, P.E. and Steve Manhart, P.E. on September 18, 2019, and approved by the Parties (“Construction Plans”) for improvement to Wiederstein Road between Interstate 35 to Old Wiederstein Road (approximately 3,100 feet) called the “Project”.
- C. The Construction Plans for the Project have been prepared by the Developer using the design standards of the City of Schertz.
- D. The improvements shall be built and completed in accordance with the City of Schertz design standards within fifteen (15) months of the beginning if the term of this Agreement, unless extended by Force Majeure.
- E. Pursuant to the terms of the Development Agreement, the City of Cibolo shall cause to be procured a construction company to construct the Project. The City of Schertz shall provide inspections throughout the project to insure the Project is being constructed in accordance with the approved plans. Changes made in the plans during construction shall be approved by both Cities.
- F. The costs of the Wiederstein Road improvements are estimated to be Four Million Eight Hundred Six Thousand Seven Hundred Sixty-Two Dollars (\$4,806,762) (the “cost estimate”), as more particularly shown on Exhibit “B” attached hereto and made a part hereof for all purposes.
- G. Within thirty (30) days of the beginning of the term of this Agreement: (i) the City of Schertz shall deposit into escrow the amount of One Million Three Hundred Thousand Dollars (\$1,300,000) for the City of Schertz’s contribution to the cost of construction of Wiederstein Road to be released and paid upon completion and acceptance of the Wiederstein Road Improvements by the City of Schertz, and (ii) the City of Cibolo shall cause the Developer to provide or cause to be provided a surety in a form agreeable to the City of Schertz in the amount of Three Million Five Hundred Twenty-Five Thousand (\$3,525,000) that can be used by the City of Schertz to construct the Project pursuant to the terms of Section 3(I) hereof. Upon the completion of the Wiederstein Road Improvements and acceptance by the City of Schertz, the City of Schertz shall be responsible for all maintenance of the Wiederstein Road Improvements.
- H. The costs of improvements are subject to review by the City of Schertz and shall be standard reasonable costs.

I. The City of Cibolo will provide monthly updates on the status of construction of the Wiederstein Road Improvements and shall meet the schedule attached as Exhibit “C”; provided, however, such dates may be extended due to Force Majeure and the terms, notice periods, and cure periods due the Developer pursuant to the Development Agreement (*i.e.* the Development Agreement provides that Developer has thirty (30) days after receipt of notice from the City of Cibolo to cure any default, provided that in the event the cure cannot be achieved in thirty (30) days with diligent pursuit, Developer will have sixty (60) days after receipt of such notice to cure, or longer if allowed by the City of Cibolo). After giving effect to such extensions, should the City of Cibolo fail to meet the construction schedule in Exhibit “C”, they are considered to be in Breach of the agreement. The City of Cibolo will have sixty (60) working days to address the default. If, after the expiration of all Force Majeure and applicable extension, notice, and cure periods under the Development Agreement, the Developer defaults under the Development Agreement in its duties to timely construct the Project, the City of Schertz shall have the right, but not the obligation, to assume responsibility for the construction of the Project. If the City of Schertz chooses to exercise such option and provides notice of default thereof, within sixty (60) days, the City of Cibolo shall provide the balance of funding for the Project to the City of Schertz to be used to complete the construction.

IV. MISCELLANEOUS

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

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

With a copy to: City of Cibolo, Texas
Attn: Robert T. Herrera, City Manager
200 S. Main Street
Cibolo, TX 78108

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

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

For the City of Cibolo: Robert T. Herrera, City Manager

For the City of Schertz: Mark Browne, City Manager

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

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

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

E. Hold Harmless. The City of Cibolo will hold the City of Schertz harmless from any claims contemplated by this Agreement (e.g., contract claims between the City and any contractors and/or injury or property damage claims) to the extent permitted by Texas law. The City of Cibolo is solely responsible and liable for ensuring all requirements for procurement and bidding are followed.

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

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

H. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the County of Guadalupe and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise, and negotiate the terms of this Agreement and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.

I. Exhibits Incorporated. All exhibits to this Agreement are incorporated by reference as if completely set out herein.

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

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

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

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

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

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

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

EXECUTED TO BE EFFECTIVE this as of the ____ day of _____, 20__.

CITY OF CIBOLO

By: _____
Robert T. Herrera, City Manager

ATTEST:

By: _____
Peggy Cimics, City Secretary

CITY OF SCHERTZ

By: _____
Mark Browne, City Manager

ATTEST:

By: _____
Brenda Dennis, City Secretary

EXHIBIT "A"

DEPICTION OF PROJECT

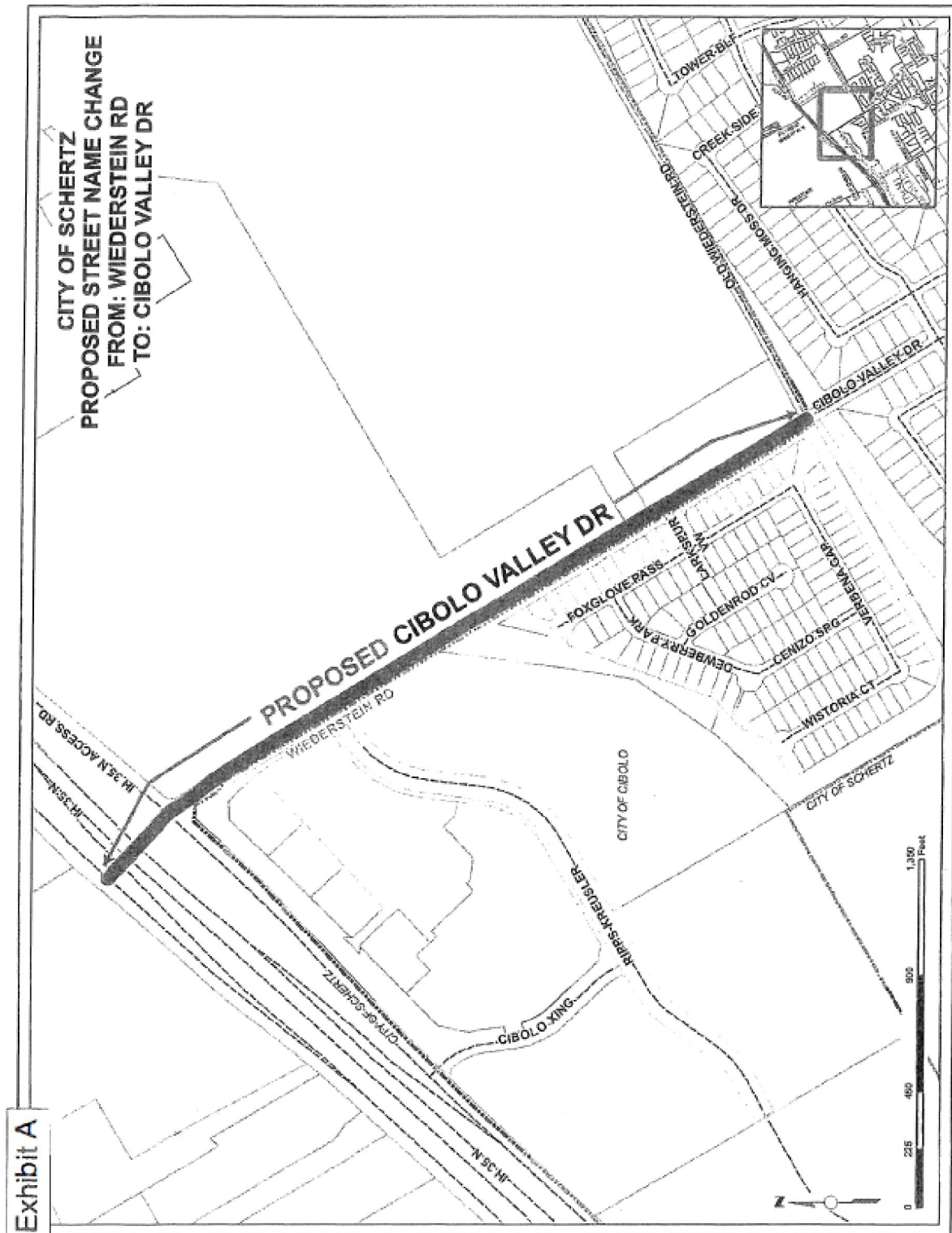


Exhibit "A"

EXHIBIT "B"

ESTIMATED PROJECT COST

Cibolo Valley Drive (aka Wiederstein Road) Expansion Project
Estimated Project Cost
December 27, 2019

| Description | Original Budget | Proposed Budget |
|---|--------------------|--------------------|
| Prime Contract - JR Sitework | 4,006,432.00 | 4,200,525.00 |
| Engineering and Surveying - Westwood (Paid to Date) | 430,000.00 | 245,724.00 |
| Engineering - Construction Admin (Budget) | | 60,000.00 |
| Surveying - Construction (Budget) | | 50,000.00 |
| Environmental Studies - SWCA (Paid) | | 3,608.00 |
| Geotechnical Studies - Raba Kistner (Paid) | | 7,655.00 |
| Testing - Raba Kistner (Budget) | 22,000.00 | 35,000.00 |
| Utility Relocation (Budget) | 363,500.00 | 70,000.00 |
| Streetlighting (Budget) | - | 40,000.00 |
| Subtotal | 4,821,932.00 | 4,712,512.00 |
| Contingency (3%) | | 94,250.00 |
| Total | 4,821,932.00 | 4,806,762.00 |

EXHIBIT “C”

CONSTRUCTIONS SCHEDULE

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: Finance
Subject: Resolution No. 20-R-09 - Consideration and/or action approving a Resolution authorizing and approving the Investment policy and Investment Brokers and other matters in connection therewith. (B. James/J. Walters)

BACKGROUND

The Investment Policy and Strategy of the City of Schertz guides staff in investing city funds. Much of the policy is outlined by the Public Funds Investment Act which ensures public entities make safe choices as to how they invest. The top priority with regard to investable public funds in both the Act and the City Policy is the safety of the funds invested. This means low risk investments that can be easily withdrawn in the event the City needs funding. In order to purchase securities as investment opportunities, the City must go through an investment broker. These firms purchase investment securities in the market on the City's behalf and provide detail research to help us make better decisions to fit our needs. The City of Schertz Investment Policy and Broker list require an annual reaffirmation by City Council.

GOAL

City Staff and Investment Committee recommends Council approving the Investment Policy and Broker list in the documents attached.

COMMUNITY BENEFIT

N/A

SUMMARY OF RECOMMENDED ACTION

N/A

FISCAL IMPACT

There will not be any fiscal impact.

RECOMMENDATION

The Investment Committee recommends approval of Resolution No. 20-R-09

Attachments

Resolution
Exhibit A
Exhibit B

RESOLUTION NO. 20-R-09

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING ADOPTION OF THE CITY OF SCHERTZ INVESTMENT POLICY, INVESTMENT BROKERS, AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Schertz Investment Policy and Broker list must be reviewed annually by the City Council (the “City Council”) and after such review the City of Schertz (the “City”) has determined that it is in the best interest of the City to adopt the City of Schertz Investment Policy, and

WHEREAS, the City Staff of the City of Schertz(the “City”) has recommended that the City approve the proposed list of investment brokers, therefore

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

Section 1. The City Council hereby adopts the City of Schertz Investment Policy and is repealing any and all prior changes and amendments to Investment Policy attached as Exhibit A.

Section 2. The City Council hereby authorizes the City Manager and the Investment Officers use the list of brokers to secure investments in compliance to the City Investment Policy and Strategy and the Public Funds Investment Act set forth on Exhibit B.

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 28th day of January, 2020.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

**CITY OF SCHERTZ, TEXAS
INVESTMENT POLICY AND STRATEGY**

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I. INVESTMENT SCOPE

General Statement

This policy (this "Policy") serves to satisfy the statutory requirement of the Public Funds Investment Act, as amended, Texas Government Code Chapter 2256, as amended (the "Act"), to define and adopt a formal written investment policy for the City of Schertz, Texas (the "City"). The City shall be authorized to invest its funds pursuant to the provisions of the Act and this Policy or, upon obtaining the prior approval of the City Council of the City (the "City Council"), any other applicable law.

Funds Included

This Policy applies to all City funds under the direct control of the City, at the present time any funds to be received in the future and any other funds held in custody by the City, unless expressly prohibited by law or unless it is in contravention of any depository contract between the City and any depository bank.

The City funds that are entrusted to the City Council for investment pursuant to this Policy are divided into the following portfolios based on the source of funds:

The operating account portfolio that consists of funds from the general fund and all other miscellaneous funds.

The agency funds portfolio, which consists of all agency funds.

Special Revenue, Special Assessment, and all other City funds.

Funds Excluded

This Policy shall not be applicable to any funds on deposit in any bond account, reserve account, or capital improvement construction account. The provisions of the ordinances authorizing the issuance of these debt obligations and the provisions of the Internal Revenue Code of 1986, as amended control the investment of funds on deposit in these accounts.

II. INVESTMENT OBJECTIVES

General Statement

Funds of the City will be invested in accordance with the Act, this Policy, written investment strategy, and written administrative procedures to be developed by the City Manager, Finance Director, and Investment Officers. The City's investment portfolio shall be managed in a manner to attain the maximum rate of return allowed through prudent and legal investing of City funds while preserving and protecting capital in the overall portfolio.

Safety

The primary objective of the City for all portfolios and funds is to ensure the safety of the principal. All investment transactions shall first seek to avoid capital losses by choosing high credit quality securities. The Investment Officers will monitor credit rating changes on a monthly basis and will immediately liquidate any investment that fails to meet the credit quality required by the Public Funds Investment Act.

Liquidity

The City's investment portfolio must be structured in a manner that will provide the liquidity necessary to meet all operating requirements which might reasonably be anticipated, and to pay obligations as they become due.

Diversification

The policy of the City, except when investing with the City's depository bank or in U.S. Treasury Bills, Bonds or Notes, will be to diversify its investment portfolio when investing in certificates of deposit of other banks and savings and loans domiciled in Texas, repurchase agreements, U.S. agencies securities, and other investment instruments provided for by law. The City's portfolio shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the City shall always be selected to provide stability of income and reasonable liquidity. Liquidity is defined as the ability to sell an investment at reasonable cost under adverse market conditions.

In establishing specific diversification strategies, the following general policies and constraints shall apply:

- (1) Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.
- (2) Liquidity shall be maintained through practices that ensure that the next disbursement date and payroll date are covered through current revenues, maturing investments, or marketable securities.
- (3) Risks of market price volatility shall be controlled through maturity diversification.

Yield

It is the objective of the City to earn the maximum rate of return allowed on its investments within the constraints imposed by its safety and liquidity objectives, and the applicable law governing the investment of public funds.

The City must invest its portfolios in eligible investments that yield the highest possible rate of return while providing the necessary protection of the principal. The City seeks to optimize

return on investments in all portfolios. The average minimum rate of return for the entire portfolio, excluding funds needed for current obligations, must be at least equal to a no default risk rate of return indicator, such as the return on the threemonth Treasury bill. If funds are subject to yield restrictions due to federal arbitrage regulations, those funds are excluded from the yield calculation.

All security transactions will be made on documented competitive bid basis to assure the City is receiving good market rates. When-issued US agency securities should be compared to other securities available in the secondary market to determine competitiveness.

Public Trust

It will be the objective of the City to act responsibly as custodians of the public trust.

Portfolio Management

Under this Policy all investments will be made with the intent of pursuing, at the time of purchase, the best rate of return on securities held until maturity, and not with the intent of speculative trading. However, securities may be sold before maturity if market conditions present an opportunity for the City to benefit from this transaction.

Investment Strategy

The City maintains one commingled portfolio for investment purposes which incorporates the specific use and the unique characteristics of the funds in the portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue conservative portfolio management strategy. This may be accomplished by creating a laddered maturity structure with some extension for yield enhancement. The maximum maturity of any security will be five years and the maximum dollar weighted average maturity of one year or less will be calculated using the stated final maturity date of each security.

The investment strategy for debt service shall have as its primary objective the timely payment of debt service obligations. Successive debt service dates will be fully funded before any investment extensions are made.

III. INVESTMENT RESPONSIBILITY AND CONTROL

City's Investment Officers

In accordance with Section 2256.005 of the Act, Investment Officers for the City include the City Manager, the Assistant City Managers, the Executive Director of Economic Development, the Finance Director, and the Assistant Finance Director. The Finance Director is the primary manager of City investment portfolios, and shall develop and maintain written administrative

procedures for the operation of the investment program, consistent with this Policy, including the following:

- (1) Summarizing the economic and market analysis;
- (2) Forecasting available cash for investments;
- (3) Formulating strategies for asset mix, investment instruments, maturities, and target yields;
- (4) Monitoring performance against the current investment strategy and evaluating reasons for variances;
- (5) Reporting portfolios performance for the previous quarter to the City Council; and
- (6) Revising the investment strategy based on recommendations by the Investment Advisory Committee.

The City Manager and the Investment Officers must file a statement with the City Council and the Texas Ethics Commission of any personal business relationship that they may have with a business organization as defined in the Act offering to engage in an investment transaction with the City. A personal business relationship is defined by Section 2256.005 of the Act to exist if

- (1) The investment officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2) Funds received by the investment officer from the business organization exceed 10% of the investment officer's gross income for the previous year; or
- (3) The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

The City Manager and Investment Officers must file a statement with the City Council and Texas Ethics Commission to disclose any personal business relationship within two levels of blood or marriage with an organization seeking to sell an investment to the City.

Selecting and Processing Investments

The Investment Officers review the composition of the current portfolio and determines whether the securities under consideration maintain the portfolio within the guidelines established by this Policy, subchapter A of the Act, and all federal, state, and local statutes, rules or regulations. The Investment Officers approve the wire transfer form authorizing the transfer of funds for a specific investment transaction.

Documenting Investments and Providing Details

The City Manager, Finance Director, and Investment Officers retain documentation of all investment transactions, including any bond swaps. The City Manager, Finance Director, and Investment Officers provide information and supporting documentation for all investment transactions for entry in the General Ledger. The City Manager, Finance Director, and Investment Officers will utilize information and backup documentation on all investment transactions to ensure accurate calculation of cash position and accurate posting to appropriate accounts.

New Investment accounts can only be established by signatures from all Investment Officers not on probation. Changes in the account authorization or banking information may only be updated with signatures from all active Investment Officers. Investment transactions cannot be initiated and recorded by the same Investment Officer.

Developing Cash Flow Projections for All Portfolios

The City Manager, Finance Director, and Investment Officers analyzes prior period data and develops and amends cash flow projections of the City's cash requirements. The cash flow projections to match assets and liabilities in order to maximize the return on investments. All funds that can be legally invested and match the available balance identified in the cash flow projections are considered available for investment.

Monitoring Investment Performance

The City Manager, Finance Director, and Investment Officers must routinely perform market and economic analysis to forecast probable market conditions for the investment period by assembling and analyzing current and trend data to develop and plan investment strategy. This analysis uses information obtained from investment advisors, brokers, and investment industry publications.

The City Manager, Finance Director, and Investment Officers monitor the current and expected yield curves for interest rate movements. When interest rates are expected to decline, maturity ranges are extended within portfolio and the constraints of this Policy. When interest rates are expected to increase, maturity ranges are shortened. The City Manager, Finance Director, and Investment Officers monitors yield spreads between various government agency issues and United States notes and bonds to determine the best value. The City Manager, Finance Director, and Investment Officers summarizes economic and market trend information and presents recommendations for investments strategy based on economic and market conditions to the City Council and the Investment Advisory Committee.

Reconciling Investment Records and General Ledger

The City Manager, Finance Director, and Investment Officers prepares a monthly report that includes information such as identifying investments at par value, identifying CUSIP number, disclosing the premium or discount, and the interest purchased for the City's investments. The

report includes monthly and year-to-date interest accruals and amortization/accretion of premium/discount. This report should reconcile to the investment accounts in the General Ledger.

Allocating Interest Revenue

The City Manager, Finance Director, and Investment Officers allocates the interest revenue earned from investments proportionately to all accounts that participate in the investment function.

Providing Revenue Estimates for All Portfolios

The City Manager, Finance Director, and Investment Officers provides an estimate of the investment revenue for the annual budget

Prudence

Investments of the City shall be made with judgment and the exercise of due care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital, as well as the probable income to be derived for the City. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the City.

Business Relationships of City Manager and Investment Officers

~~The City Manager and the Investment Officers must file a statement with the City Council and the Texas Ethics Commission of any personal business relationship that they may have with a business organization as defined in the Act offering to engage in an investment transaction with the City. A personal business relationship is defined by Section 2256.005 of the Act to exist if~~

- ~~(1) The investment officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;~~
- ~~(2) Funds received by the investment officer from the business organization exceed 10% of the investment officer's gross income for the previous year; or~~
- ~~(3) The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.~~

Liability of City Manager, Finance Director, and Investment Officers

The City Manager, Finance Director, and Investment Officers are not responsible for any loss of the City funds through the failure or negligence of a depository bank or other financial or investment institution as described in Article VI of this Policy.

IV. INVESTMENT REPORTING

Quarterly Report

The City Manager, Finance Director, and Investment Officers will continually monitor and evaluate the City's investments, and report quarterly to the City Council as provided in Section 2256.023 of the Act. The report must:

- (1) describe in detail the investment position of the City on the date of the report;
- (2) be prepared jointly by all investment officers of the City;
- (3) be signed by each investment officer of the City;
- (4) contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the:
 - (a) beginning market value for the reporting period;
 - (b) additions and changes to the market value during the period;
 - (c) ending market value for the period; and
 - (d) fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the City for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the City as it relates to:
 - (a) the investment strategy expressed in the City's investment policy; and
 - (b) relevant provisions of the Act.

The report shall be presented not less than quarterly to the City Council and the City Manager of the City within a reasonable time after the end of the period.

If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or

similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

Investment Advisory Committee

An Investment Advisory Committee composed of the City Manager (as Chair), the Assistant City Managers, the Executive Director of Economic Development, the Finance Director, the Assistant Finance Director, the Budget/Financial Analyst, and two representatives of the City Council, will meet no less than once semiannually to review the investment portfolio, process, and practices to ensure adherence to the Act and the adopted Policy.

Annual Review

This Policy and investment strategy will be reviewed by the Investment Advisory Committee and City Council annually. The Investment Advisory Committee will recommend changes to the Policy annually to the City Council who shall adopt a written rule, order, ordinance, or resolution stating that it has reviewed the Policy and investment strategy and shall record in the order, ordinance or resolution any changes made to either the Policy or investment strategy.

Investment Training

The City Manager, Finance Director, and Investment Officers are required to receive 10 hours training pertaining to the Texas Public Funds Investment Act within the first 12 months after assuming duties and 8 hours every 2 years thereafter. This training shall be through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the Investment Officers and staff in making investment decisions. Training for city council officials on the Investment Committee is recommended to provide education and knowledge pertaining to the Public Funds Investment Act but the training is not mandatory.

Notification of Investment Changes or Defaults

It shall be the duty of the City Manager, Finance Director, and Investment Officers to notify the City Council of any significant changes in current investment methods and procedures prior to their implementation and to immediately notify the City Council in the event of a default or nonpayment of any investment acquired with City funds. In addition, the City Council in its annual review of the Policy shall adopt any order, ordinance, or resolution establishing its annual review and record any changes to the Policy or investment strategies.

Compliance Audit

The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the Policy.

V. INVESTMENT INSTRUMENTS

Authorized Investment Instruments

The City Manager, Finance Director, and Investment Officers shall use any or all of the following authorized investment instruments consistent with governing law:

- (1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency of instrumentality of the United States;
- (3) General Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent;
- (4) Certificates of deposit issued by a state or national bank domiciled in this State, a savings bank domiciled in this state or federal credit union domiciled in this State that are
 - (A) Guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or
 - (B) Secured by obligations that are described by subdivisions (1)-(6) of this subsection, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the City; or
 - (C) Secured in any other manner and amount provided by law for deposits of the City; or
- (5) Prime domestic bankers' acceptances if it
 - (A) Has stated maturity of 270 days or fewer from the date of its issuance;
 - (B) Will be, in accordance with its terms, liquidated in full at maturity;

- (C) Is eligible for collateral for borrowing from a Federal Reserve Bank; and
 - (D) Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency;
- (6) Commercial paper if it
 - (A) Has a stated maturity of 270 days or less from the date of its issuance; and
 - (B) Is rated not less than A-1, P-1, or the equivalent by at least
 - (1) Two nationally recognized credit rating agencies; or
 - (2) One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof;
 - (C) For commercial paper with maturity of over 90 days, monthly credit checks will be conducted on the issuer to determine risk and to take appropriate steps to protect the investment
- (7) Fully collateralized direct repurchase agreements having a defined termination date, secured by obligations described by subdivision (1) of this subsection, pledged to the City, held in the City's name, and deposited at the time the investment is made with a third party selected and approved by the City, and placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State;
- (8) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under the Act in a guaranteed investment contract with a term of longer than five years from date of issuance of the bonds; to be eligible as an authorized investment
 - (A) The City Council must specifically authorize guaranteed investment contracts as an eligible investment in the ordinance or resolution authorizing the issuance of bonds;

- (B) The City must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
 - (C) The City must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
 - (D) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
 - (E) The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.
- (9) Interest bearing bank deposits insured by the FDIC or National Credit Union Share Insurance Fund, and shared deposit programs, are authorized investments.

In addition to the investments described by items (1) - (9) above, the City may invest funds under its control in eligible public funds investment pools as permitted under the Act. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

In addition to the investments described by items (1) - (9) above, the City may, in accordance with the Act, purchase, sell, and invest funds, after receiving a prospectus and other information required by the SEC, under its control in an SEC-regulated, no-load money market mutual fund with a dollar weighted average stated maturity of 60 days and whose investment objectives include seeking to strive to maintain a stable net asset value of \$1 per share and must comply with SEC Rule 2a-7, or a no-load mutual fund which is registered with the SEC, has an average weighted maturity of less than two years, is invested exclusively in obligations approved by the Act, is continuously rated as investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent and conforms to the requirements set forth in Sections 2256.016(b) and (c) of the Act relating to the eligibility of investment pools to receive and invest funds of the City. The City shall not (i) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in mutual funds as described by the Act; (ii) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described by the Act; or (iii) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service in any one mutual fund described by the Act in an amount that exceeds 10% of the total assets of the mutual fund.

VI. INVESTMENT INSTITUTIONS

Selection of Bank and Securities Dealers

Any business organization offering to engage in an investment transactions must be given a copy of the entity's Investment Policy and must sign a certification that acknowledges they have received it and have implemented procedures to preclude imprudent transactions, and supply the City Manager, Finance Director, and Investment Officers with the information specified below. First, a broker/dealer must submit audited financial statements for the financial institution or broker/dealer. Second, a broker/dealer must provide evidence of appropriate registration by the qualified representative of the business organization as such terms are defined in the Act. For bank dealers, this requires a statement from a senior bank official that the bank dealer is appropriately registered with its primary regulatory agency (the Office of the Comptroller of the Currency for National Banks) as a government securities dealer, municipal securities dealer, or both. For a securities firm, this requires a statement from a senior official that the firm is registered with the National Association of Securities Dealers. Finally, a broker/dealer must deliver a written statement, acceptable to the City, by the qualified representative, offering to engage in an investment transaction with the City, that they have received and thoroughly reviewed the Policy and acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the business organization that are not authorized by this Policy or the Public Funds Investment Act. The City Manager, Finance Director, and Investment Officers will recommend both primary and secondary securities dealers to the City Council for final approval. The City Manager, Finance Director, and Investment Officers may not acquire or otherwise obtain any authorized investment described in this Policy from a person who has not delivered to the City the written statement required in this section.

The City Council or the designated Investment Advisory Committee members shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

Investment Management Firms

The City may contract with an investment management firm registered under either the Investment Advisors Act of 1940 or with the State Securities Board for a maximum 2 years with renewal or extension subject to approval by City Council by resolution.

VII. INVESTMENT COLLATERAL AND SAFEKEEPING

Collateral or Insurance for Deposits

The City Manager, Finance Director, and Investment Officers shall ensure that all deposited and invested City funds are, to the extent required, fully collateralized or insured

consistent with federal and state law and the current bank depository contract in one or more of the following manners:

- (1) FDIC or National Credit Union Share coverage;
- (2) Obligations of the United States or its agencies and instrumentalities;
- (3) Direct obligations of the State of Texas or its agencies;
- (4) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities; or
- (5) Any other manner allowed by law.
- (6) Certificates of Deposits can be secured by an FHLB letter of credit.

Safekeeping

All purchased securities shall be held in safekeeping by the City, or a City account in a third party financial institution, or with a Federal Reserve Bank.

All certificates of deposit, insured by FDIC, purchased outside the depository bank shall be held in safekeeping by either the City or a City account in a third party financial institution.

All pledged securities by the depository bank shall be held in safekeeping by the City, or a City account in a third party financial institution, or with a Federal Reserve Bank.

All certificates of deposit, pledged by the depository bank shall be held in custody of a Federal Reserve Bank for safekeeping, be the subject of a valid pledge agreement designating the City as the beneficiary of the pledge agreement; be insured by the FDIC; be described in detail by a safekeeping receipt issued to the City by the Federal Reserve Bank having custody of the certificates; and be issued with the City as registered owner.

Delivery vs. Payment

It will be the policy of the City that all transactions, except investment pool funds and mutual funds, shall be purchased using the delivery vs. payment method through the Federal Reserve System. By so doing, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased.

| | <i>Broker Dealer List of 2019</i> |
|----|--|
| 1 | Baird, Robert W. |
| 2 | Bank of America |
| 3 | Bank of New York (BNY) |
| 4 | Bank of Oklahoma |
| 5 | Barclays Capital |
| 6 | Benchmark Securities |
| 7 | BMO Capital Markets |
| 8 | Cantor Fitzgerald |
| 9 | Citigroup |
| 10 | Cowen Execution Svc |
| 11 | Crews & Assoc |
| 12 | D.A. Davidson |
| 13 | Dorsey & Co |
| 14 | Fifth Third |
| 15 | FTN Financial |
| 16 | Goldman Sachs |
| 17 | Hilltop Sec |
| 18 | Hutchinson, Shockey |
| 19 | Imperial Capital |
| 20 | Intl F C Stone |
| 21 | ITG |
| 22 | Janney Montgomery Scott |
| 23 | JP Morgan Chase |
| 24 | Jefferies & Co |
| 25 | KeyBanc Capital Mkts |
| 26 | MarketAxess |
| 27 | Millennium Advisors |
| 28 | Morgan Stanley |
| 29 | Oppenheimer |
| 30 | Piper Jaffray |
| 31 | Raymond James/ MK |
| 32 | RBC Capital Markets |
| 33 | R B Riley |
| 34 | SEI |
| 35 | Stephens |
| 36 | Stifel Nicolaus |
| 37 | Suntrust |
| 38 | Tradeweb Direct |
| 39 | UBS |
| 40 | US Bancorp Inv |
| 41 | Vining Sparks |
| 42 | Wells Fargo |
| 43 | Zions Bank |
| 44 | Multi-Bank Securities, Inc. (MBS) |
| 45 | Great Pacific Securities |

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: Public Affairs
Subject: Resolution No. 20-R-11 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing additional expenditures with My House of Design totaling no more than \$67,208 annually for graphic design services and other matters in connection therewith. (S. Gonzalez/L. Klepper)

BACKGROUND

On May 14, 2019, City Council approved Resolution 19-R-56 authorizing expenditures with My House of Design totaling no more than \$62,208.00 annually for graphic design services for the *Schertz Magazine*. Included in the bid proposal was an hourly rate of \$68.00 per hour for as-needed graphic design services. This rate was outside the scope of the magazine and staff did not include additional expenditures in the annual not to exceed amount to account for any as-needed work.

Twice a year the City produces the Parks and Rec Fun Guide which is printed and mailed with the *Schertz Magazine*. In order to maintain a consistent look among City publications, staff recommends using My House of Design for graphic design services for the guide. Additionally, there are larger design projects requested throughout the year from departments. In order to meet the graphic design needs and deadlines for those projects that can't be accomplished in-house, staff recommends using My House of Design on an as-needed basis.

Staff's recommendation to include the as-needed design services with My House of Design increases annual expenditures with this vendor by an estimated \$5,000. Funding for these projects is already available, approved and allocated, and is paid out of Public Affairs Advertising budget.

For these reasons, staff recommends amending the annual not to exceed amount from \$62,208 to \$67,208 to include design services for the semiannual Parks and Rec Fun Guide and additional design projects as needed.

GOAL

Staff recommends City Council amend the annual not to exceed amount with My House of Design to \$67,208 to allow for the design of the semiannual Parks and Rec Fun Guide and other design projects as needed.

COMMUNITY BENEFIT

Schertz residents will continue to receive the two semiannual Parks and Rec Fun Guides and other informational marketing pieces.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 20-R-11

FISCAL IMPACT

There is no additional fiscal impact. The City of Schertz will fund design costs through available and approved funding in the Public Affairs Advertising or Graphic Design budget.

RECOMMENDATION

Approval of Resolution 20-R-11

Attachments

Resolution 20-R-11

RESOLUTION NO. 20-R-11

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING ADDITIONAL EXPENDITURES WITH MY HOUSE OF DESIGN TOTALING NO MORE THAN \$67,208 ANNUALLY FOR GRAPHIC DESIGN SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Public Affairs Department is charged with the responsibility of maintaining City of Schertz (“the City”) publications such as *Schertz Magazine* and the semiannual Parks and Rec Fun Guide; and

WHEREAS, the Public Affairs Department oversees additional design projects for departments across the City; and

WHEREAS, this design work for additional projects is done either in-house by City Staff or contracted out; and

WHEREAS, the City of Schertz (the “City”) has entered into an agreement for graphic design services with My House of Design for graphic design related to the *Schertz Magazine*; and

WHEREAS, the City obtained hourly rates for as-needed graphic design services as part of the procurement process; and

WHEREAS, My House of Design is the approved Graphic Design Vendor for the City of Schertz; and

WHEREAS, the City has determined utilizing My House of Design for ad-hoc services for the semiannual Parks and Rec Fun Guide and additional projects that require design is in the best interest of the City.

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

Section 1. The City Council hereby authorizes additional expenditures with My House of Design, for an annual amount not to exceed \$67,208 for graphic design services.

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 28th day of January, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: City Secretary
Subject: Appointments and Resignations to the various City Boards, Commissions and Committees - Consideration and/or action accepting the appointments of Ricky Haynes as a regular member to the Planning and Zoning Board, Glen Outlaw to the Interview Committee and the appointment of Benjamin McDaniel to the Committee of Committees Advisory Board. (B. Dennis/Interview Committee/Council)

BACKGROUND

Mr. Ricky Haynes application has been vetted through the Interview Committee and they recommend approval of appointment. The Chair of the Planning and Zoning Committee typically sits on the Interview Committee for Boards, Commissions, and Committees. Mr. Glen Outlaw was appointed Chair for the Planning and Zoning Commission replacing Michael Dahle and staff recommends appointment of Mr. Outlaw.

The members of the Committee of Committees Advisory Board (CCAB) are chosen by the various board chairs. Mr. Paul Macaluso served as the EDC representative and has passed the patton on to Mr. Benjamin McDaniel to be the EDC representative on CCAB. Staff also recommends his appointment.

CITY COUNCIL MEMORANDUM

City Council Meeting: **January 28, 2020**
Department: **City Secretary**
Subject: **Cancellation of the March 3, 2020, Council Meeting - Consideration and/or action canceling the March 3, 2020, City Council meeting due to the Primary Election. (M. Browne/B. Dennis)**

BACKGROUND

The City of Schertz typically cancels this meeting due to the Primary Election. Staff recommends approval.

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: Emergency Medical Services
Subject: Resolution No. 20-R-01 - Consideration and/or action approving a Resolution authorizing the City Manager to submit a proposal to Guadalupe County for ambulance services. (C. Kelm/J. Mabbitt)

BACKGROUND

Schertz Emergency Medical Services provides regional emergency medical services in a 220 square mile service area that includes the municipalities of Schertz, Cibolo, Live Oak, Marion, Santa Clara, Selma, Universal City, western Guadalupe County, Comal County ESD #6 and a small area of unincorporated Bexar County

Each of these communities has contributed financially to subsidize the EMS services since the late 1990's. In FY 2018-19, the City entered into a five-year agreement with the majority of the municipalities.

Schertz EMS is also responsible for the Guadalupe County EMS Contract in which we cover the western portion of Guadalupe County and have Inter-Local Agreements in place with the City of Seguin, City of Luling and San Marcos Hays County EMS to cover the remaining County. This agreement was set to expire and was renewed for one year on October 1, 2019. The current agreement was signed and executed in 2010.

Schertz EMS responded to 415 calls in un-incorporated Guadalupe County in 2019.

Guadalupe County is currently seeking offers for a Request For Proposal (RFP) for ambulance services.

The RFP was posted on January 14, 2020 with a deadline of February 19, 2020. The EMS Department plans to attend the pre-proposal meeting on January 29, 2020 to prepare to respond to the proposal.

GOAL

To approve the attached resolution to submit a proposal to Guadalupe County for ambulance services.

COMMUNITY BENEFIT

To continue to provide ambulance services to the residents in Western Guadalupe County.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approving the attached resolution authorizing the City Manager to submit a proposal to Guadalupe County for ambulance services.

FISCAL IMPACT

The EMS department currently receives \$294,710.36 from Guadalupe County and an estimated additional revenue from ambulance billing of over \$115,000 annually.

RECOMMENDATION

Staff recommends approval of Resolution No. 20-R-01 authorizing the City Manager to submit a proposal to Guadalupe County for ambulance services.

Attachments

Resolution 20-R-01
RFP

RESOLUTION NO. 20-R-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SUBMIT A PROPOSAL TO GUADALUPE COUNTY FOR AMBULANCE SERVICES, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz EMS provides ambulance services to the surrounding communities and emergency services districts; and

WHEREAS, Schertz EMS was notified that Guadalupe County is soliciting proposals for ambulance services; and

WHEREAS, Schertz EMS meets the qualifications of the proposal; and

WHEREAS, City Staff recommends that City Council authorize the City Manager to submit a proposal to Guadalupe County for ambulance services.

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 submit a proposal in response to Guadalupe County's Request for Proposals to provide ambulance services as set forth in Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 28th day of January, 2020.

CITY OF SCHERTZ, TEXAS

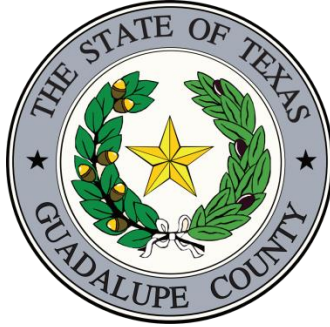
Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A
GUADALUPE COUNTY RFP



**REQUEST FOR PROPOSAL (RFP) #20-4044
EMERGENCY MEDICAL SERVICES
GUADALUPE COUNTY
January 14, 2020**

PROPOSAL DUE DATE and TIME: WEDNESDAY, February 19, 2020 at 2:00PM CST.

Guadalupe County (herein after referred to as "County" or "Guadalupe County") seeks Competitive Sealed Proposals in response to this Request for Proposal (RFP) for Emergency Medical Services

Competitive Sealed Proposals must be submitted with **one (1) original, one (1) copy, and one (1) electronic copy of the entire Proposal on a flash drive.**

IMPORTANT DATES:

PRE-PROPOSAL MEETING: January 29, 2020 at 2:00PM

A pre-proposal conference will be conducted by Guadalupe County in Emergency Management Training Room, located on the second floor of the Guadalupe County Courthouse, at 101 E. Court Street, Seguin, Texas, 78155. This is to provide an opportunity for all interested vendors to ask questions.

PROPOSAL DUE DATE and TIME: Proposals are due by 2:00 p.m. on WEDNESDAY, February 19, 2020 at 2:00PM CST.

Proposals must be delivered by mail, express mail, or in person to:

Mailing Address:

Purchasing Agent - Guadalupe County
212 West Nolte Street
Seguin, Texas 78155

All Proposals must be in a sealed envelope clearly marked with Proposal name, Proposal number, and opening date in the lower left-hand corner of the envelope.

All questions and correspondence must be directed to the Purchasing Agent – Guadalupe County and submitted in writing via email to purchasing@co.guadalupe.tx.us.

Respondents shall restrict all contact with the County and direct all questions, in writing, via email, regarding this RFP, to the County's Purchasing Agent. **Do not contact members of the Commissioners' Court, Elected Officials, Department Heads, or other employees of Guadalupe County regarding this RFP. Contact with any county employees regarding this RFP, after issuance of the RFP and before selection is made, will result in disqualification.**

Enclosed for your consideration is the RFP with all attachments. To be considered for this purchase, your firm must meet the qualifications and satisfy the requirements set forth in the RFP.

Proposer shall sign and date the Proposal on pages that require a signature and date. Proposals, which are not signed and dated in this manner, may be rejected.

Please note that all Proposals must **be received at the designated location by the deadline shown**. Proposals received after the deadline will **not be considered** for the award of the contract and shall be considered void and "Non-Responsive" in accordance with state law.

Guadalupe County is very conscious and extremely appreciative of the time and effort you have expended to submit a Proposal. If your response to this RFP is a "No Proposal" response, submit a "Statement of No Proposal" stating your reason and any requirement of this RFP which may have influenced your decision.

Any interpretation of the RFP will be made only by RFP Addendum duly issued by the Purchasing Office. Guadalupe County reserves the right to accept or reject any or all Proposals as it deems in its best interest and to waive any formalities.

It is the Proposers responsibility to verify the issuance of Addenda in regard to this Proposal. All Addenda shall be made available to all known Proposers and shall be posted on the Guadalupe County Purchasing Website at:

<http://www.co.guadalupe.tx.us/purchasing/RFP.php>.

Guadalupe County shall not be responsible for failed internet connections or power interruptions.

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PART I. INTRODUCTION

1.1 General Information

1.1.1 Guadalupe County is a political subdivision of the State of Texas. The governing body of the County is the elected five-member Commissioners Court in accordance with the Texas Constitution, Article 5, §18(b). The Commissioners Court consists of, the County Judge, who is elected at large to a four-year term, and four County Commissioners, each elected to represent a precinct within the County for a four-year term. In all Texas counties, the County Judge presides over Commissioners Court meetings.

1.1.2 Guadalupe County, which serves an area of 715 square miles, is located approximately one hundred miles inland from the Gulf of Mexico in south central Texas and is bounded by Comal, Hays, Caldwell, Gonzales, Wilson, and Bexar Counties. The population of the County has steadily grown from 64,873 in 1990 to 131,533 in 2010, with the U.S. Census Bureau estimating the County's current population at 155,265.

1.1.3 Inquiries/Questions concerning this Request for Proposal (RFP) must be submitted in writing via email no later than **February 5, 2020 at 5:00PM CST**. All inquiries must be directed to the Purchasing Agent at:

Purchasing Agent - Guadalupe County
212 West Nolte Street
Seguin, Texas 78155
purchasing@co.guadalupe.tx.us

Note: It is the responsibility of the person submitting the inquiry to verify that the Purchasing Department has received inquiry.

1.1.4 Deadline for submitting Proposals is **February 19, 2020 at 2:00PM CST**. NOTE: The Time-Date Stamp Clock located in the Guadalupe County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of Proposals. Hours of delivery/service shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise stipulated.

1.1.5 Submittals: One original (1), one (1) copy, and one (1) electronic copy of the entire PROPOSAL on a flash drive must be submitted in a sealed envelope clearly labeled with the RFP name, RFP number, and opening date in the lower left-hand corner of the envelope.

1.1.6 Acceptance - All Proposals must include a statement that they are valid for a minimum period of ninety (90) days subsequent to the RFP closing date.

1.1.7 Late Proposals - will not be considered. Each Proposer shall be solely responsible for ensuring that the County receives the Proposal within the time limit indicated.

1.1.8 Non-appropriation - The County may cancel the contract should the present or any future County Commissioners Courts not appropriate funds in any fiscal year for the payment of this agreement. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the County shall give the successful Proposer written notice of cancellation and the

County shall not be obligated to make any payments beyond the end of the fiscal year for which funds were appropriated (related to a subsequent fiscal year).

1.1.9 Costs – Costs related to preparation of a response shall be the responsibility of the Proposer. There is no expressed or implied obligation for Guadalupe County to reimburse Proposers for any expense incurred in preparing a Proposal in response to this RFP and Guadalupe County will not reimburse Proposers for these expenses.

1.1.10 Ownership of Proposal – Each Proposal shall become the property of Guadalupe County upon submittal and will not be returned to Proposers.

1.1.11 Right of Rejection - Guadalupe County reserves the right to reject any or all Proposals submitted and to waive any informality in Proposals received.

1.1.12 Clarification or Additional Information Requested - During the evaluation process, Guadalupe County reserves the right, where it may serve Guadalupe County's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. At the discretion of Guadalupe County, firms submitting a Proposal may be requested to make oral presentations as part of the evaluation process.

1.1.13 Right of Retention - Guadalupe County reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether that Proposal is selected, provided that the information was not marked as "Proprietary and or (Confidential)". Submission of a Proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between Guadalupe County and the firm selected.

1.1.14 Award - it is anticipated that Guadalupe County Commissioners Court will award the contract for Emergency Medical Services.

2.1 General Contract Terms and Conditions

The parties, Guadalupe County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and (hereinafter referred to as "Vendor," "Proposer,"), hereby agree upon the following terms and conditions:

2.2.1 Contract - This Proposal, submitted documents and any negotiations, when properly accepted by Guadalupe County, shall constitute a contract equally binding between the successful Proposer and Guadalupe County. No different or additional terms will become a part of this contract with the exception of a Change Order.

2.2.2 Conflict of Interest - No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

2.2.3 Complete the Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ) -

Complete this form and note if you have a conflict of interest with any County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

2.2.4 Equal Opportunity – Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

2.2.5 Confidentiality - All information disclosed by Guadalupe County to the successful Proposer for the purpose of the work to be performed or information that comes to the attention of the successful Proposer during the course of performing such work is to be kept strictly confidential.

2.2.6 Proprietary Information and Texas Public Information Act – All material submitted to the County as part of the Offeror's Proposal shall become public property and subject to the Texas Public Information Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary.

Note: Items marked "proprietary information" must meet the Texas Public Information Act requirements. Marking the entire submission, or large portions of the Proposal, "proprietary" will not meet the spirit, or the letter of the law, and will not be treated as proprietary information.

2.2.7 Addenda - Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be emailed to all who are known to have received a copy of this RFP, Proposer shall acknowledge receipt of all addenda with Proposal submission.

2.2.8 Change Orders - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the Commissioners Court.

2.2.9 Incorporation of Exhibits, Appendices and Attachments – All of the exhibits, appendices and attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.10 Assignment - The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Guadalupe County Commissioners Court.

2.2.11 Venue - This agreement will be governed and construed according to the laws of State of Texas. This agreement is performable in Guadalupe County, Texas.

2.2.12 Compliance with Laws – Guadalupe County and successful Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers’ Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the successful Proposer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above as specified.

2.2.13 IRS Form W-9 Request for Tax Payer Identification Number and Certification:

The IRS W-9 Form must be completed, signed and returned with the Proposal response. More information on this form can be found at the Internal Revenue Service (IRS) website at <https://www.irs.gov/forms-pubs/about-form-w9>.

The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this Proposal.

2.2.14 Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The Texas Ethics Commission adopted rules and requires online filing of Form 1295 through their Website. The completed form, which will include a unique certification number, must be submitted to the County as part of your Proposal.

Information regarding how to complete the online form is available at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

2.2.15 Texas House Bill 89 – Prohibition On Investment In Companies That Boycott Israel:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of House Bill 89. Texas Government Code, Chapter 2270.002 states a government may not enter into a contract with a Company for goods or services unless the contract contains written verification from the Company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract. Proposer must complete the form certifying that they are in compliance with these requirements. Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270.001, Definitions:

1. “Boycott Israel” has the meaning assigned by Section 808.001.
2. “Company” has the meaning assigned by Section 808.001.
3. “Government entity” has the meaning assigned by Texas Government Code, Section 2251.001.

2.2.16 Texas Senate Bill 252 – Prohibition On Contracting With A Company Doing Business With Iran, Sudan, Or A Foreign Terrorist Organization:

During the 85th Texas Legislative Session, a new state law went into effect with the passing of Senate Bill 252. Texas Government Code, Chapter 2252.152, states a government may not enter into a contract with companies engaged in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on a list prepared and maintained under Texas Government Code Section 806.051, 807.051, or 2252.153. Proposer must complete the form certifying that they are in compliance with these requirements.

Prohibition on contracts with certain companies per Texas Government Code 2252.151 Definitions:

1. "Company" has the meaning assigned by Section 806.001.
2. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
3. "Government contract" means a contract awarded by a government entity for general construction, an improvement, a service, or a public works project for purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Texas Government Code Chapter 2254.
4. "Government entity" has the meaning assigned by Texas Government Code, Section 2252.001.

2.2.17 Section 2252.152 – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A government may not enter into a governmental contract with a Company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

2.2.18 Section 2252.153 – Listed Companies. The Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

2.2.19 Standard Insurance Policies Required:

All insurance requirements, including public liability and workers' compensation, as outlined in Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

General Requirements applicable to all policies:

- Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- "Claims Made" policies will not be accepted.
- Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Guadalupe County.
- All insurance policies shall be furnished to Guadalupe County upon request.

The County requires that the Proposer awarded the contract maintain in force such insurance that will protect themselves and the County from claims which may arise out of, or result from the execution of, the work whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

2.2.20 INSURANCE AND LIABILITY:

During the period of this Contract, contractor shall maintain at their expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

1. Name Guadalupe County as additional insured, as its interests may appear.
2. Provide County a waiver of subrogation.
3. Provide County with a thirty (30) calendar days advance written notice of cancellation or material change to said insurance.
4. Provide the County a Certificate of Insurance evidencing required coverages within ten (10) calendar days after receipt of Notice of Award. **Also, ensure your certificate contains the contract number as indicated on the Contract Award form when issued by Guadalupe County.**
5. Submit an original certificate of insurance reflecting coverage as follows:

Professional malpractice liability policy in a minimum amount of \$2,000,000.

| | |
|-------------------------------|-------------|
| Automobile Liability: | \$1,000,000 |
| Bodily Injury (Each person) | \$1,000,000 |
| Bodily Injury (Each accident) | \$1,000,000 |
| Property Damage | \$1,000,000 |

| | |
|--|-------------|
| General Liability (Including Contractual Liability): | |
| Bodily Injury | \$1,000,000 |
| Property Damage | \$1,000,000 |

| | |
|-------------------|-------------|
| Excess Liability: | |
| Umbrella Form | \$3,000,000 |

| | |
|------------------------|-----------------------|
| Worker's Compensation: | Statutory (\$500,000) |
|------------------------|-----------------------|

2.2.20.1. Performance Bond. A performance bond in the amount of \$500,000 will be required of the successful vendor upon award of contract. The bond shall remain in effect for the term of the contract. Contractor shall obtain prior to commencement of operations and maintain throughout the term of the contract a performance bond issued by an admitted surety licensed in the State of Texas acceptable to County, provided that the language of such performance bond shall recognize and accept the contract's requirements for immediate release of funds to the County upon determination by the County that Contractor is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the County.

2.2.21 Indemnification - Successful Proposer shall defend, indemnify and hold harmless Guadalupe County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages (including but not restricted

to death) received or sustained by any person, persons, or property on account of, arising out of, or in connection with the performance of the work or any negligent act or omission or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Proposal award. Successful Proposer shall pay any judgment with cost which may be obtained against Guadalupe County growing out of such injury or damages.

2.2.22 Termination of Contract - This contract shall remain in effect until contract expires, completion and acceptance of services or default. Guadalupe County reserves the right to terminate the contract immediately in the event the successful Proposer fails to:

Meet delivery or completion schedules, or otherwise perform in accordance with the accepted Proposal.

Breach of contract or default authorizes the County to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

Either party may terminate this contract with one hundred eighty (180) days written notice prior to either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to: Guadalupe County Judge, 101 E. Court, Room 319, Seguin, Texas 78155.

2.2.23 Performance of Contract - Guadalupe County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

2.2.24 Invoices - Invoices shall be sent directly to the Guadalupe County Auditor's Office, attention Accounts Payable, 307 West Court Street, Suite 205, Seguin, Texas 78155. The invoices shall show:

- Firm name and address
- Purchase Order Number
- Detailed breakdown of all charges for the services delivered, stating the applicable period of time
- Signature of County employee accepting delivery

2.2.25 Payment - Payment will be made within thirty (30) days after satisfactory acceptance by the County of all completed services and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Payment requests must be submitted in accordance with the contracted payment schedule.

3.1 CONTRACT PERIOD - The initial contract period shall be a term of three (3) years from the date of contract execution, or as otherwise specified. The Contractor may receive, at the discretion of the County, up to four (4) extensions of two (2) years each. To exercise a contract term extension, Contractor must, no later than six (6) months prior to the end of each term, request in writing for an additional two (2) year extension. In the event the parties desire to extend the term of this Contract for a term longer than eleven (11) years, the parties may do so by mutual agreement in writing.

3.2 ESCALATION/DE-ESCALATION CLAUSE- If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction. A price re-determination may be considered by County only at the anniversary date of the contract. All requests for price re-determination shall be in written form, shall be submitted no later than six (6) months prior to the end of each term and shall include supporting documentation. Requests for price redetermination shall be based on the percentage increase for the previous twelve (12) month period in the "Medical Care" component of the Consumer Price Index (CPI). In order to receive consideration for a price redetermination, Offeror must be in good standing, meet the minimum requirements of contract, and be performing above the 80% of response times. Renegotiated increase in price can run from 0 to 10 percent. Price increase will be no greater than ten percent (10%) above the current price of this contract. Requests for price redetermination shall be based on the percentage increase for the previous twelve (12) month period in the "Medical Care" component of the Consumer Price Index (CPI). County reserves the right to research products and the amount of increases during the contract year. County also reserves the right not to renew if the escalated cost is above ten-(10) percent. **PRICE REDUCTION:** If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

3.3 LOCAL PREFERENCE- In accordance with Local Government Code §271.905, if a local government receives one or more Proposals from a Proposer whose principle place of business is in the County and whose Proposal is within three percent of the lowest Proposal price received by the County from a Proposer who is not a resident of the County, the County may enter into a contract with: (1) the lowest Proposer; or (2) the Proposer whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local Proposer offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government. This section does not prohibit a local government from rejecting all Proposals.

3.4 FIRM PRICING- All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of Proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the contract per the Proposal document. Proposer shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and provisions contained herein as specified in individual delivery orders. Actual requirements will be stated through issuance of individual Purchase Orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued.

3.5 EVALUATION CRITERIA- Criteria utilized by Guadalupe County for determining the lowest responsible Proposer includes, but is not limited to:

- 50 Points: The cost of services to the County

- 30 Points: Scope of Services-County will analyze the Offeror's response to scope of services and the extent to which the services meet the County's needs.
- 10 Points: Company Background and Experience. Offerors who have proven experience at public sector sites similar in scope, size and complexity to the County are preferred. Offerors should provide a list of clients with active contracts within the last five (5) years.
- 10 Points: Implementation Plan / Staffing- The certifications and credentials of EMT personnel: Provide Resumes of qualified EMT's that will be involved in the staffing and implementation plan.

3.6 PROTESTS- Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days after Proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the Purchasing Agent's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

3.7 CONTRACT ADMINISTRATION- Under this contract, the County Emergency Services Administrator, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Guadalupe County Commissioner's Court and the successful Proposer.

3.8 Inter-local Participation - It is hereby made a precondition of any Proposal/offer for a Contract for supplies or services and a part of these specifications, and that the submission of any Proposal/offer in response to this request constitutes a Proposal/offer made under the same conditions, for the same price, and for the same effective period as this Proposal/offer, to any other governmental entity having or entering into an inter-local agreement with Guadalupe County.

PART II. SCOPE OF WORK

4.1 The intent of this Scope of Work is to solicit competitive sealed proposals to provide 911 Emergency Basic Life Support (BLS) with Mobile Intensive Care Unit (MICU) capabilities Ambulance Service for Guadalupe County. The County is seeking the highest quality, most reliable paramedic ambulance services at the most reasonable and competitive cost. Guadalupe County residents are defined as having a permanent residence address in Guadalupe County.

4.2 MINIMUM REQUIREMENTS: Successful proposals will include, at minimum, the items listed in 4.2 through 4.17.4.:

4.2.1. Proposer shall maintain compliance with the Texas Administrative Code, Chapter 157 Emergency Medical Care.

4.2.2. Proposer shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Proposer by the County.

4.2.3. The Proposer will be responsible for supplying vehicles, equipment and supplies, and radios that meet or exceed standards for inter-operable communications with the Guadalupe County Emergency Services / E-911 Division. All vehicles shall be equipped with a compatible transponder to be tracked by Proposer dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the contract for response to public needs.

4.2.4. Proposer shall furnish all manpower and supervision for the operation of a centralized dispatch center, and, provide sufficient certified personnel in the dispatch center at all times to allow prompt answering of all requests for emergency service.

4.2.5 The Proposer shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and provide copies of all licenses to the County Emergency Services Administrator before services start.

4.2.6 The Proposer shall accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment. In general, insurance will cover the cost of an ambulance ride when it's "medically necessary". The Proposer shall not bill County residents that have medical insurance when the ride is "medically necessary".

4.2.7 The Proposer shall make emergency services National Fire Protection Association (NFPA), as defined by NFPA standards, available to all persons within the service area defined in the Contract.

4.2.8 The Proposer shall provide a standby ambulance and emergency medical personnel for standby upon request of the County Emergency Services Administrator, County Sheriff, Fire Chief's or Chiefs of Police of any municipality, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County or in the jurisdictions of the municipalities participating in the contract, which includes standing-by at fire, rescue and hazardous materials response incidents.

4.2.9 Subject to the Proposer's reasonable policies and procedures regarding same, the Proposer shall permit observers from the public safety departments of the County. The Proposer's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

4.2.10 The Proposer shall comply with all the County Emergency Operations Plans, or successor plans adopted and approved by Guadalupe County whenever the provisions of such plan or plans are in effect. The Proposer will participate in the Guadalupe County Local Emergency Planning Committee and the Active Threat Committee. The Proposer will also participate in all Emergency Operations Center (EOC) drills and activations.

4.2.11 The Proposer further agrees to participate in required community disaster drills as directed by Guadalupe County and within the Proposer's resources and guidelines for such activities.

4.2.12 The Proposer may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

4.2.13 The Proposer shall meet response times as outlined in "Response Time".

4.2.14 The Offeror shall have a minimum of five (5) years' experience providing 911 emergency services.

4.3. TRANSPORT

4.3.1 The Proposer shall provide emergency medical treatment and transportation from the scene to the closest appropriate health facility, based upon the chief complaint/illness/injury. Proposer will utilize Southwest Texas Regional Advisory Council (STRAC) guidelines for appropriate destination determination. Patients have the right to request transport to a particular facility within the County, however it is the responsibility of the Proposer's staff to communicate to the patient if their requested destination is not the closest, most appropriate facility to treat their condition.

4.3.2 The selected Proposer will transport Sheriff's Office and local area Police Department (PD), Fire/Rescue, and personnel who are injured in the line of duty at no additional charge.

4.4 COMMUNICATIONS EQUIPMENT

4.4.1 The Offeror shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies used by the County and participating cities.

4.4.2 Any vehicle that responds to a call in Guadalupe County shall have a fully operational vehicle and portable radio as described in 4.4.1.

4.5 DISPATCH & COMMUNICATIONS: The dispatch and communications section shall include at a minimum.

4.5.1. Describe how the Offeror will arrange for the appropriate dispatch of all emergency resources, either

internally or with an outside contractor, at the expense of the Offeror.

4.5.2. Each Offeror shall supply and maintain fully operational vehicle and portable radios that are compatible and operate on the frequencies used by all Entities covered in this RFP. A acknowledgment regarding adherence to this requirement must be included.

4.5.3. Describe how the Offeror will maintain communications with ambulances and field personnel.

4.5.4. Describe how maintenance of mobile and portable radios will be accomplished.

4.5.5. Describe how the Offeror will ensure redundancy/back-up of dispatch communications in the event of a manmade or natural disaster affecting primary dispatch location/services.

4.6 NOTIFICATION:

4.6.1. The County Emergency Services Administrator shall be notified immediately whenever the following occurs: mass casualty incidents; or motor vehicle accident involving an Offeror operated ambulance.

4.6.2. The County Emergency Services Administrator shall be notified immediately, within four (4) hours, whenever the following:

4.6.2.1. The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certification numbers;

4.6.2.2. The separation/termination or the employee status change of any of the Offeror's employees /involved in the delivery of services related to the contract; and

4.6.2.3. A change in the Offeror's management or supervisory structure.

4.7. AVAILABLE AMBULANCES:

4.7.1. When an ambulance is to be taken out of service for preventative or routine maintenance, another ambulance shall be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service. Your proposal must include number of ambulances and locations where ambulances will response from.

4.8 RESPONSE TIME:

4.8.1. Average Response Time of twelve (12) minutes on all responses with an eighty percent (80%) of all responses in the Service Area. As used herein, the term "Emergency Request" shall include any response by the Offeror under the contract on an emergency service request received by the Offeror from Guadalupe County Dispatch or a call received directly from the public within the service area.

4.8.2. Response to Emergency Requests shall be determined the moment the Offeror's ambulance is notified of the emergency service request. The Offeror has a duty to immediately notify Guadalupe County Dispatch of the current location that the Offeror is located when service request is received.

4.8.3. If, in each monthly period, the Offeror fails to respond to Emergency Requests in accordance with the times stated in Response Time, it shall be assessed deductions set forth in this RFP.

4.8.4. For purposes of determining the Offeror's compliance with the response time standards as set forth in this RFP, and for calculating assessments, every Emergency Request for ambulance service shall be counted except as follows:

4.8.4.1. Requests during a disaster, locally or in a neighboring jurisdiction that an Offeror's ambulance is dispatched to.

4.8.4.2. An inclement weather condition exists.

4.8.4.3. The response for an Emergency Request may also be excluded when the County Emergency Services Administrator determines there is other good cause for an exception.

4.9 AMBULANCE SPECIFICATIONS

4.9.1 The Offeror shall be responsible for management and operation of all ambulances to include Basic Life Support (BLS) with Mobile Intensive Care Unit (MICU) capabilities.

4.9.2 All ambulances used for emergency patient transportation shall be in good working condition, physical appearance, operational and mechanical for the patients and crew members. This shall remain in effect unless otherwise approved in writing by the County Emergency Services Administrator.

4.9.3 Each ambulance used in the emergency transportation of patients shall be equipped with all items required by Texas Administrative Code 157, Emergency Medical Care and NFPA vehicle standards 1901.

4.9.4 Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

4.9.5 Each ambulance shall permanently display its name or other suitable corporate identification or logo on the outside of the vehicle along with the vehicle DSHS license number.

4.9.6 Any ambulance used by the Offeror for transporting patients shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

4.10 PERSONNEL

4.10.1 The Offeror should attempt to employ EMT's, Paramedics and clerical staff with local knowledge and experience. All reasonable efforts to employ Paramedics and EMT's with experience, knowledge and history of the Guadalupe County area should be considered first. This is critical for the working relationship with all volunteer fire and rescue departments and county citizens of the familiar faces in the community.

4.10.2 The parties understand that the EMS System requires professional and courteous conduct at all times from Offeror's field personnel, middle management, and top executives. The Offeror shall

employ highly trained paramedics, EMT's, and support staff to provide patient care and to operate Offeror's vehicles and equipment.

4.10.3 Each EMT and paramedic shall be physically capable of performing the tasks assigned by the Offeror, shall be clean in dress and person, and shall display their name and certification in an appropriate manner visible to the patient. Any of Offeror's employees who operate under the contract shall conform to the Offeror's dress code which shall conform to DSHS guidelines (on shirt or uniform, polo shirt or uniform shirt).

4.10.4 The parties understand that training and educational requirements change from time to time for EMT's and Paramedics as new protocols and medical treatments are approved by the EMS Medical Director. The cost of such training or education shall be the sole responsibility of the Offeror.

4.10.5 The Offeror shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than thirty-six (36) consecutive hours followed by a minimum of twelve (12) hours off-duty.

4.10.6 The Offeror shall provide working conditions that assist in attracting and retaining highly qualified personnel.

4.10.7 The Offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgement or motor skills.

4.10.8 The Offeror shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and clerical personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. Please provide a representative compensation and benefits package with your proposal.

4.10.9 The Offeror shall have in place a third party independent testing program for random drug screening of all personnel providing response under the contract. Further, the Offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

4.10.10 The Offeror shall have a Standard Operations Manual (SOP) that describes how complaints regarding level of care, response or employee action or inaction are handled. This SOP will be given to the County Emergency Services Administrator at beginning of contract.

4.10.11 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the County Emergency Services Administrator shall be answered within 48 hours to include actions taken, including disciplinary action and other corrective measures.

4.10.12 It shall be of the utmost importance that employees of the Offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

4.10.13 The Offeror shall provide a mechanism or approved method for monitoring driver

performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the County Emergency Services Administrator.

4.10.14 All Contract personnel shall be trained and receive certification as current level NIMS (National Incident Management System) compliant.

4.10.15 Offeror will have staff available and a toll free phone number, capable of discussing and resolving billing questions.

4.11 QUALITY IMPROVEMENT & MITIGATION PROGRAMS

4.11.1 Offeror shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the County Emergency Services Administrator prior to commencement of the contract. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

4.12 FIRST RESPONDERS

4.12.1 The fire departments within the service area have, on a limited basis, first responder programs in place. The Offeror shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation.

4.12.2 The Offeror shall provide an exchange of disposable medical supplies used by the fire departments at no charge.

4.12.3 The first certified registered responding agency on the scene shall have primary responsibility for patient care until such time as care is turned over to the Offeror. The highest ranking fire department officer on the scene shall have scene control as Incident Commander.

4.12.4 The Offeror shall be responsible for providing first responder education. Monthly continuing education (CE) credits shall be offered monthly, at times that are convenient (i.e. evenings/weekends) to the first responders. The CE's should be offered multiple times during a monthly period and at different locations.

4.13 OVERVIEW OF THE COUNTY AND EMS STATISTICS

4.13.1 Guadalupe County Service Area is consists of approximately 150,000 residents.

4.13.2 The new contract will be an E-911 emergency service contract with fully staffed and equipped paramedic units for the areas described in this RFP.

4.13.3 Call History:

| Calendar Year | 2015 | 2016 | 2017 | 2018 | 2019 (Jan-Nov) |
|---------------------------------|-------------|-------------|-------------|-------------|---------------------------|
| Number of Ambulance Runs | 1280 | 1419 | 2116 | 2013 | 2105 |

4.14 PERFORMANCE BASED CONTRACT

4.14.1 This procurement will result in the award of a Performance-based contract. Deductions will be assessed for failures to achieve minimum standards set forth in the Contract. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically:

4.14.1.1 Ambulance response times shall meet the response requirements set forth in the RFP

4.14.1.2 Offeror will be responsible for dispatch of ambulances under this contract.

4.14.1.3 Clinical performance shall be consistent with approved medical standards and guidelines set forth by the State of Texas.

4.14.1.4 The conduct of personnel shall be professional and courteous at all times

4.14.1.5 There shall be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

4.14.1.6 Clinical and response time performance shall be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action as set out in this RFP.

4.14.1.7 This is not a level-of-effort contract. An Offeror who fails to perform shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting an Offeror's offer, the County neither accepts nor rejects the Offeror's level-of-effort estimates; rather, the County accepts the Offeror's promise to employ whatever level-of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

4.15 USE OWN EXPERTISE AND JUDGEMENT

4.15.1 Offeror is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", the County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each Offeror's own strategies and tactics for getting the job done.

4.15.2 The County intends to promote innovation, efficiency, and superior levels of high performance.

4.16 PERFORMANCE REVIEW

4.16.1 County Emergency Services Administrator shall conduct a monthly evaluation of the performance of the Offeror for the first six (6) months of contract and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations at such times specified by the County. This will include, but not be limited to, issues of mere compliance with the terms of the contract.

4.16.2 The Offeror's performance should exceed the minimum requirements of the contract.

4.17 RESPONSE DAMAGES

4.17.1 In each monthly period (beginning on the first day of each month), not less than (100%) of the Offeror's response to Emergency Requests shall be performed as set forth in the RFP.

4.17.2 Failure of the Offeror to meet response time requirements may result in a deduction from the operating subsidy or an assessment of fees (collected quarterly) based on the following:

4.17.2.1 The table below shows deduction/assessment of fees per monthly period (deduction/assessments are cumulative):

4.17.2.2 80-100% BLS with MICU responses – No assessment

4.17.2.3 75-80% BLS with MICU responses - \$1,000 assessment per call

4.17.2.4 75% or less BLS with MICU responses - \$2,000 assessment per call plus Offeror will be put on probation for a period of three (3) months

4.17.2.5 If Offeror does not meet the 80% response time or greater in the monthly period, the Offeror will be placed on probation. The County will notify Offeror when/if they are placed on probation.

4.17.2.6 If Offeror is put on probation, the Offeror will be required to submit a written plan within ten (10) days of being notified of Probation. This plan will detail how the Offeror intends to remove itself from probation. In order to be removed from Probation, Offeror will need to achieve 80% or better for the next three (3) months.

4.18 REPORTING: At a minimum, the offeror will provide the following reports:

4.18.1 Each month a response time exception report will be submitted to the County Emergency Services Administrator by close of business on the 10th of each following month.

4.18.2 Driver performance reports will be provided immediately after any accident while transporting a county patient, and as requested by County Emergency Services Administrator.

4.18.3 Monthly performance statistic reports, to include any clinical performance issues (i.e. IV attempts, IV success rate, etc.)

4.18.4 The County Emergency Services Administrator shall be given access to create reports as needed.

PART III- INSTRUCTIONS FOR PROPOSAL RESPONSE

5.0 PROPOSAL FORMAT

Offeror shall provide a response for each item in sections 4.1 through 4.12 in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. Responses shall include a statement of “agree”, “confirmed”, “will provide”, “not applicable”, or “exception taken” along with any additional information. If an item is “not applicable” or “exception taken”, offeror shall state that and refer to Section 5.8 Exceptions, with explanation.

5.1. PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

5.2 EXECUTIVE SUMMARY

This part of the response to the RFP should be limited to a brief narrative highlighting the Offeror’s proposal.

5.3 SCOPE OF SERVICES

This section of the proposal shall include a general discussion of the Offeror’s understanding of the “overall” project. Include responses to sections 4.1 through 4.12.

5.4 COMPANY BACKGROUND AND EXPERIENCE

The Offeror shall provide the following information about its company so that the County can evaluate the corporate stability and Offeror’s ability to support the commitments set forth in response to the RFP. The County, at its option, may require an Offeror to provide additional support and/or clarify requested information.

- Amount of time the company has been in business.
- A brief description of the company size and organizational structure.
- Most recent audited financial statements.
- List of current public sector customers by name and by state. (Texas customers, preferably Counties, are to be listed first) The population of area serviced, should also be included.
- Any material (including letters of support or endorsement from clients) indicative of the Offeror’s capabilities.
- List of any terminated contracts. Disclose the jurisdiction and explain the termination.
- List of all lawsuits resulting in award (in or outside of court) to a client and provide basis and finding of any settlement.
- Is your firm nationally accredited? If yes, please state accreditations

5.5 IMPLEMENTATION PLAN / STAFFING

- Detailed methodology and plan for implementing the contract. The implementation plan shall

include the following elements: the estimated implementation timeframe; an overview of project phases and major milestones a matrix of proposed roles/responsibilities for County staff and the Offeror and all project assumptions. The description of the implementation plan shall include the specific components which are included in each phase of the implementation based on the scope of work for the project.

- Organization Chart
- Resumes and qualifications of the Proposed Operations Manager, Field Supervisors and Company Executives, current clinical and Quality Assurance staff.

5.6 CLIENT REFERENCES

- Offerors shall provide at least five (5) client references that are similar in size and complexity to this procurement (preferably Counties).
- Include Date contract started and terminated, name, address, contact name, email, phone number, position of the contact in the organization.
- Type and level of service
- Geographic size of area
- Population serviced
- Number of emergency/non-emergency calls
- Start and end date of contract

5.7 COST PROPOSAL (refer to Attachment B: Proposal Submission Form)

- Cost to the County (subsidy) if any
- Charges for services to citizens for BLS with MICU Base Transport. Include detailed information for all fees.
- Mileage rate. (Statement for charges that says, "Medicare allowable" will be permitted). Include statement and detail all fees.
- Do you charge for non-transports? If so what is the charge?

5.8 EXCEPTIONS TO THE RFP

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed, it is understood that the offeror has agreed to all RFP requirements, the response will be considered as confirmed even if it is listed elsewhere as an exception.

| Section Number/ Question Number | Required Service Offeror is Unable to Perform | Steps Taken to Meet Requirement |
|------------------------------------|---|---------------------------------|
| | | |

ATTACHMENT A: RFP# 20-4044 EMERGENCY MEDICAL SERVICES
GUADALUPE COUNTY
PROPOSER CERTIFICATION

 LEGAL NAME OF CONTRACTING COMPANY

 FEDERAL I.D. # (Company or Corporation)

 TELEPHONE NUMBER

 E-MAIL ADDRESS

 CONTACT PERSON

 TITLE

 COMPLETE MAILING ADDRESS

 CITY & STATE

 ZIP CODE

 COMPLETE STREET ADDRESS

 CITY & STATE

 ZIP CODE

CERTIFICATION

The undersigned certifies it can and will provide and make available, at a minimum, all services set forth in this agreement. The undersigned affirms that they have read and do understand the statement of work and specifications and any attachments contained in this RFP package.

The undersigned agrees this Proposal becomes the property of Guadalupe County after the official opening.

The undersigned affirms that they are familiarized with the local conditions under which the work is to be performed; satisfied him/her of the conditions of delivery, handling and storage of equipment and all other matters, which may be incidental to the work, before submitting a Proposal.

The undersigned agrees if this Proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the RFP. The period for evaluation of proposals is expected to be at least ninety (90) calendar days from receipt of proposal.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Guadalupe County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Guadalupe County prior to the official Proposal opening.

By signing this Proposal, Proposer guarantees, I do hereby declare that I have read the RFP in which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the RFP.

 SIGNATURE

 DATE

 Typewritten or Printed Name

 Title

***This page must be page 1 of the Proposal, or the Proposal may be rejected.**

ATTACHMENT B:**PROPOSAL SUBMISSION FORM**

I, _____, representing the firm of _____, do hereby agree to provide Emergency Medical Services to Guadalupe County as per the attached Scope of Work and Proposal specifications. Inclusive, in accordance with the requirements set forth in the Proposal specifications. My Proposal prices shall include any and all charges / pricing as follows:

| LINE ITEMS | COST |
|---|------|
| Annual Cost to the County (subsidy) if any | \$ |
| Charges for services to County Resident for BLS with MICU Base Transport (Include detailed information for all fees in your proposal.) | \$ |
| Mileage rate | \$ |
| Cost to County Resident for Non-transport | \$ |
| Cost to non-County resident for Non-transport | \$ |

ATTACHMENT C: SAMPLE PERFORMANCE BOND

(Only required to be completed and submitted upon selection.)

PERFORMANCE BOND**Know all men by these presents:**

1. That we _____, as Principal, and _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the County of Guadalupe, a political

subdivision of the State of Texas ("Guadalupe County"), in the sum of (\$_____) for payment of which unto said Guadalupe County we, the said Principal and said Surety, do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally, firmly by these presents:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

_____ hereinafter called Contractor or Principal, has entered into a certain Contract dated _____, with said Guadalupe County, for the construction and completion for said Guadalupe County Project, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein.

3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structure, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said Contract and all included instruments, according to their intent and purpose insofar as the same relate to, or are incident to, the construction and completion of said structure then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect. It is further understood and agreed that this bond shall be a continuous obligation against the Contractor and the Surety hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the Surety on this bond shall not be in any manner released or diminished by any changes in the work on the Project which may be authorized or directed by Guadalupe County nor by the exercise or failure to exercise by, or on behalf of, Guadalupe County any right or remedy provided by the Contract or specifications or by any law or ordinance.

4. It is further understood that this obligation is incurred in accordance with Subchapter F of Chapter 2269, Texas Government Code and that this obligation is for the benefit and sole protection of Guadalupe County.

IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety here on this _____ day of _____ AD 2020.

By: _____
Vendor

By: _____
Surety

ATTACHMENT D:**DISCLOSURE REQUIREMENTS**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Guadalupe County, including affiliations and business and financial relationships such persons may have with Guadalupe County officers.

An explanation of the requirements of Chapter 176 is located at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

A list of County officials is located at www.co.guadalupe.tx.us.

The Conflict of Interest Questionnaire (CIQ) form can be obtained at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

Complete a CIQ form and submit with your response.

By doing business or seeking to do business with Guadalupe County, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that you are solely responsible for complying with them.

ATTACHMENT E:**AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, ANTI-LOBBYING**

By submission of this Proposal, the undersigned certifies that:

1. Neither the Proposer nor any of Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached Proposal or the Proposal of any Proposer, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this Company's officers, employees, or agents to lobby, directly or indirectly, the Guadalupe County Commissioners Court or its employees between Proposal submission date and award by Guadalupe County.
3. No officer or stockholder of the Proposer is a member of the staff, or related to any employee of Guadalupe County except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Proposer as well as to any person signing on his/her behalf.

Signature: _____

Title: _____

Printed Name: _____

Date Signed: _____

ATTACHMENT F:**INDEMNITY AGREEMENT**

The Company agrees to and shall indemnify, hold harmless and defend the County, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind; including all expenses of litigation, court costs, and attorneys' fees, for damage to any property, loss of revenue, or any other injuries or damages arising out of or in connection with the services performed by the Company, pursuant to this Proposal, the conduct or management of the Company's activities, or from any act or omission by the Company, its agents, employees, or subcontractors, where such damages, losses or injuries are caused by the joint or sole negligence of the Company.

It is the expressed intention of the parties hereto, both the Company and the County, that the indemnity provided for in this paragraph is indemnity by the Company to indemnify and protect the County from the consequences of the Company's own negligence, where that negligence is a concurring cause of the resulting injury, death or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to the County for any claim, loss, damage, and cause of action, suit and liability where the injury, loss or damage results from the sole or the concurrent negligence of the county.

In the event that any action or proceeding is brought against the County by reason of any matter from which the County is indemnified herein, the Company further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the County. This article shall survive the expiration or termination of the agreement.

Signature of Official Representative of Firm

Name of Official Representative (typed)

Title

ATTACHMENT G:

SWORN VERIFICATION OF STATEMENT REGARDING:
ISRAEL BOYCOTT
AND
PROHIBITION ON CONTRACTING WITH A COMPANY
DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

By signing below, you affirm that you have the authorization to make the statements below for the Company submitting this Proposal. You affirm that you are fully aware of the facts stated in this statement.

In accordance with Texas Government Code Section 2270.02, this Company does not boycott Israel and will not boycott Israel during the term of this contract.

In accordance with Texas Government Code Section 2252.152, this Company does not engage in active business operations with Sudan, Iran, a foreign terrorist organization or a Company that is identified on divestment statute lists prepared and maintained by the Texas Comptroller of Public Accounts.

Signature of Person Authorized to Sign Contract:

Date

Printed Name and Title of Signer: _____

Name of Company: _____

ATTACHMENT H: W-9 REQUEST FOR TAXPAYER IDENTIFICATION

| | | | |
|--|--|--|--|
| Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. | Give Form to the requester. Do not send to the IRS. | |
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div> | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> | |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) | |
| | 6 City, state, and ZIP code | | |
| 7 List account number(s) here (optional) | | | |

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | |
|--|--|
| Social security number <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 100px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px;"></div> </div> | Employer identification number <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 100px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px;"></div> </div> |
|--|--|

Part II Certification
 Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT I: Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 through the Texas Ethics Commission website and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

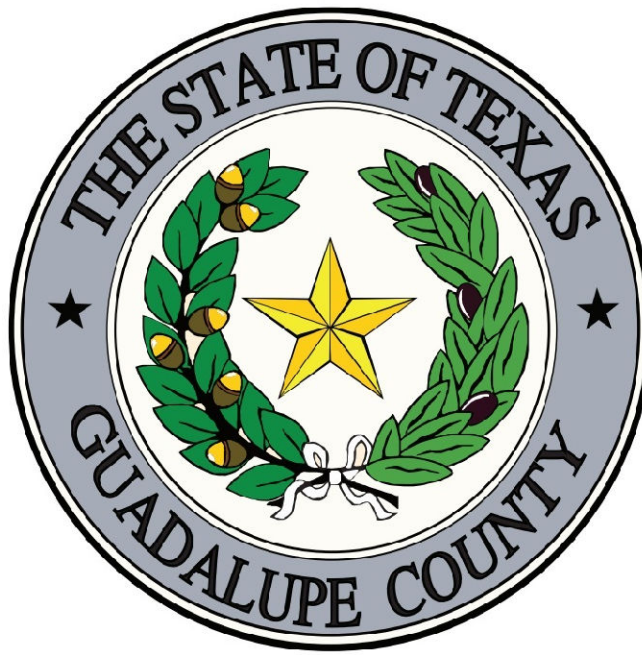
Business Entity must complete Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download and print the Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

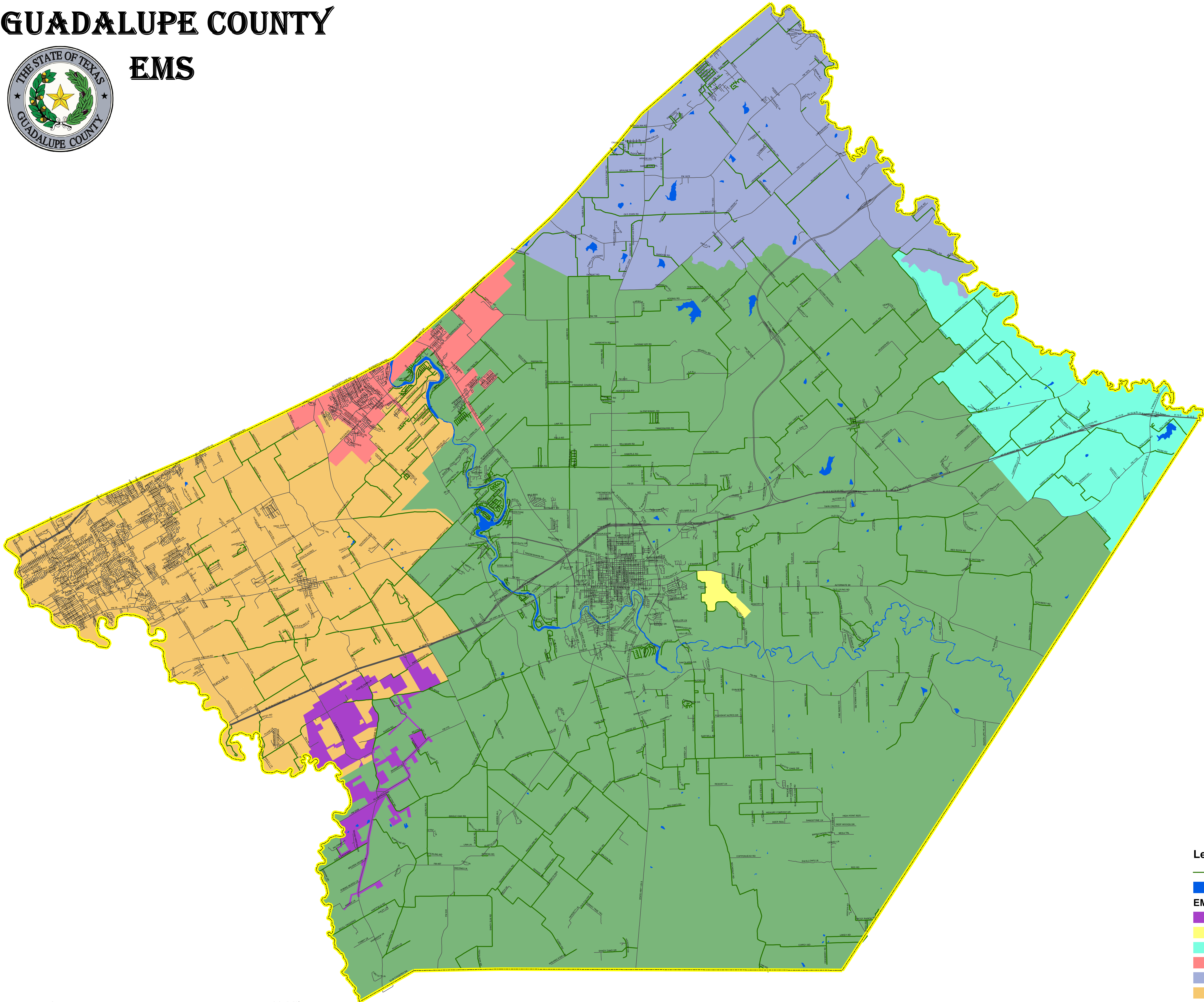
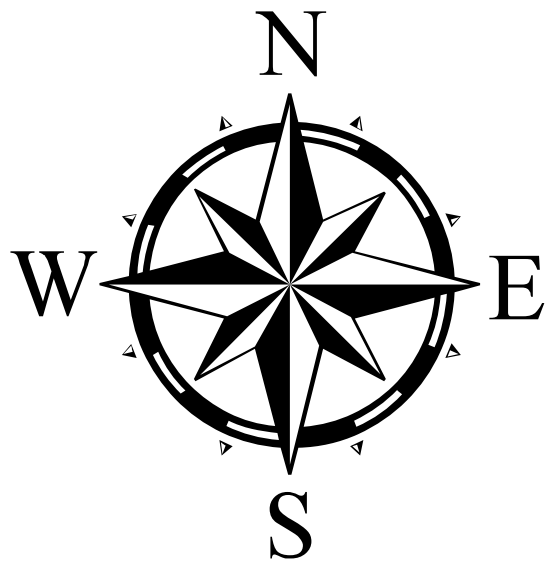
Submit your completed Form 1295 as part of your Proposal.

ATTACHMENT J: MAP OF SERVICE AREA

GUADALUPE COUNTY



EMS



Legend

- County Maintained Roads
- Bodies of Water
- EMS**
 - ACADIAN EMS
 - JBSA RANDOLPH
 - LULING EMS
 - NEW BRAUNFELS EMS
 - SAN MARCOS EMS
 - SCHERTZ EMS
 - SEGUIN EMS

0 2.5 5 10 Miles

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: Planning & Community Development
Subject: Ordinance 20-S-02 - Conduct a public hearing, consideration and/or action approving an Ordinance on a request to rezone approximately 2 acres of land from General Business District (GB) to Manufacturing Light District (M-1), located at 17401 Triton Drive, City of Schertz, Guadalupe County, Texas, also known as Titan Tri-County Business Park II Lot 18, Block 2. (B. James/N.Koplyay) *First Reading*

BACKGROUND

The applicant is proposing to rezone approximately 2 acres of land from General Business District (GB) to Manufacturing Light District (M-1).

The subject area is located at 17401 Triton Drive. The site is platted as Lot 18, Block 2 of the Titan Tri-County Business Park II Subdivision, and currently has an existing 32,387 square foot office/warehouse building.

The public hearing notice was published in the San Antonio Express News on January 10, 2020. Eight public hearing notices were mailed to surrounding property owners within two hundred feet of the subject property on December 27, 2019, in preparation of the Planning & Zoning Commission meeting that took place on January 8, 2020. At the time of this report, Staff has received one response in favor of the requested zone change.

The following representatives were in attendance at the January 8, 2020, Planning & Zoning Commission public hearing:

- Angela Hunt, Munsch Hardt Kopf & Harr, P.C, Authorized Agent

GOAL

The project goal is to bring the existing land use on the subject property (Office-Warehouse/Distribution Center) into conformance with the current Unified Development Code through a rezone from General Business District (GB) to Manufacturing Light District (M-1).

COMMUNITY BENEFIT

It is the City's desire to promote safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

Property History:

The subject property is currently occupied with an existing nonconforming, office-warehouse/distribution land use (Gaucho Gourmet, a food products supply business). The site plan for the Titan Tri-County Business Park II Subdivision was approved on October 11, 2005, and a building permit for Building 3 (Lot 18, Block 2) was issued on March 23, 2006. At the time, the Office-Warehouse/Distribution Center land use was permitted by right in the General Business District

(GB).

On February 24, 2009, through Ordinance 09-S-06, the Unified Development Code was amended. Through this amendment, the Office-Warehouse/Distribution Center land use was removed as a permitted use and was no longer permitted by right in the General Business District (GB). Since the site plan was approved and the building permit was issued prior to this amendment, the existing Office-Warehouse/Distribution Center land use is considered existing, nonconforming.

The owner of the property is now proposing to zone change the subject property from General Business District (GB) to Manufacturing Light District (M-1) in order to guarantee the property's right to continue the Office-Warehouse/Distribution Center land use if the property is sold.

Compatibility of Existing and Potential Adjacent Land Uses:

The subject property is currently surrounded by the Triton Drive right-of-way, an office-warehouse distribution center, a restaurant and retail development, and a commercial parking lot. The proposed zone change to Manufacturing Light District (M-1) should have no impact on the existing and potential adjacent land uses.

Comprehensive Plan Goals and Objectives:

The Comprehensive Land Use Plan, through the Future Land Use Plan and the North Schertz Sector Plan, designates the subject property as Industrial, which is intended to maintain some lower intensity industrial, flex office, and logistics uses within North Schertz. Therefore, the proposed zone change to the Manufacturing Light zoning district would allow the property to better represent the Industrial future land use designation and is compatible with the Comprehensive Land Use Plan.

Planning & Zoning Commission Meeting:

The Planning and Zoning Commission held a public hearing on January 8, 2020, and offered a recommendation of approval by unanimous vote.

FISCAL IMPACT

None

RECOMMENDATION

Manufacturing Light District (M-1) is an appropriate zoning district for the subject property due to its compatibility with the Industrial future land use designation in the Comprehensive Land Use Plan. The proposed zone change would also allow the existing, nonconforming Office-Warehouse/Distribution Center land use to continue operation in compliance with the Unified Development Code. Therefore, Staff recommends approval of the requested zone change to Manufacturing Light District (M-1).

Attachments

Ordinance 20-S-02

Ord 20-S-02 Exhibit A

Ord 20-S-02 Exhibit B

Aerial Map

Public Hearing Notice Map

Public Hearing Response

ORDINANCE NO. 20-S-02

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 2 ACRES OF LAND FROM GENERAL BUSINESS DISTRICT (GB) TO MANUFACTURING LIGHT DISTRICT (M-1), LOCATED AT 17401 TRITON DRIVE, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS, ALSO KNOWN AS TITAN TRI-COUNTY BUSINESS PARK II LOT 18, BLOCK 2.

WHEREAS, an application to rezone approximately 2 acres of land located at 17401 Triton Drive, and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, the City’s Unified Development Code Section 21.5.4.D. provides for certain criteria to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested zone change (the “Criteria”); and

WHEREAS, on January 8, 2020, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

WHEREAS, on January 28, 2020, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned Manufacturing Light District (M-1).

Section 2. The Official Zoning Map of the City of Schertz, described and referred to in Article 2 of the Unified Development Code, shall be revised to reflect the above amendment.

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

Section 4. 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 5. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this 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 7. 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 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 9. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Approved on first reading the 28th day January, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 4th day of February, 2020.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary
(SEAL OF THE CITY)

AS SURVEYED DESCRIPTION

Titan Tri County Business Park II

17401 Triton Parkway, Schertz, TX

Lot 18, Block 2, Titan Tri-County Business Park II, in the City of Schertz, Guadalupe County, Texas, according to the plat thereof, recorded in Volume 7, Page 311, Plat Records, Guadalupe County, Texas, being more particularly described below:

Beginning at 1/2" iron rod found on the south right of way of Triton Parkway;
 Thence leaving said right of way, S29°11'31"E, a distance of 292.73' to a point;
 Thence S59°43'43"W, a distance of 156.70' to a mag nail found;
 Thence N29°17'39"W, a distance of 30.00' to a point;
 Thence S59°43'43"W, a distance of 151.12' to a point;
 Thence N30°11'31"W, a distance of 361.97' to a 1/2" iron rod found on Triton Parkway right of way and point on a curve to the right, having a radius of 41.00', a delta angle of 35°34'17", a chord bearing of N85°52'38"E, a chord distance of 25.05';
 Thence along said curve and right of way, a distance of 25.45' to a point and beginning of a reverse curve to the left, having a radius of 291.37', a delta angle of 44°19'55", a chord bearing of N82°56'17"E, a chord distance of 219.86';
 Thence along said curve and right of way, a distance of 225.44' to a 1/2" iron rod found;
 Thence N60°56'05"W, a distance of 87.78' to the point of beginning

Containing 2.17± acres

NOTES:

1. COPYRIGHT 2019 BY BOCK & CLARK, CORP. , AN NV5 COMPANY. THIS PRODUCT STYLE AND FORMAT IS PROTECTED BY COPYRIGHT AND ALL RIGHTS ARE RESERVED. THE USE OF THIS STYLE AND FORMAT IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT AND PERMISSION OF BOCK & CLARK, CORP.
2. SURVEY PERFORMED BY: BOCK AND CLARK CORPORATION, AN NV5 COMPANY,
 501 THOMSON PARK DRIVE, CRANBERRY TOWNSHIP, PA 16066
 PHONE: (800) 787-8394 FAX: (724) 934-0062
3. THIS SURVEY IS CERTIFIED TO DATE OF FIELD SURVEY, NOT DATE OF SIGNATURE.
 NOT VALID UNLESS SIGNED, DATED AND STAMPED WITH SURVEYOR'S SEAL.



BYRON D. HOWELL
 REGISTRATION NO. 6048
 IN THE STATE OF TEXAS
 EXPIRATION DATE: 12-31-2020
 FIRM REGISTRATION NUMBER 10116902
 DATE OF FIELD SURVEY: AUGUST 13, 2019
 DATE OF LAST REVISION:
 NETWORK PROJECT NO. 201903569-001 CAS

SHEET 1 OF 1

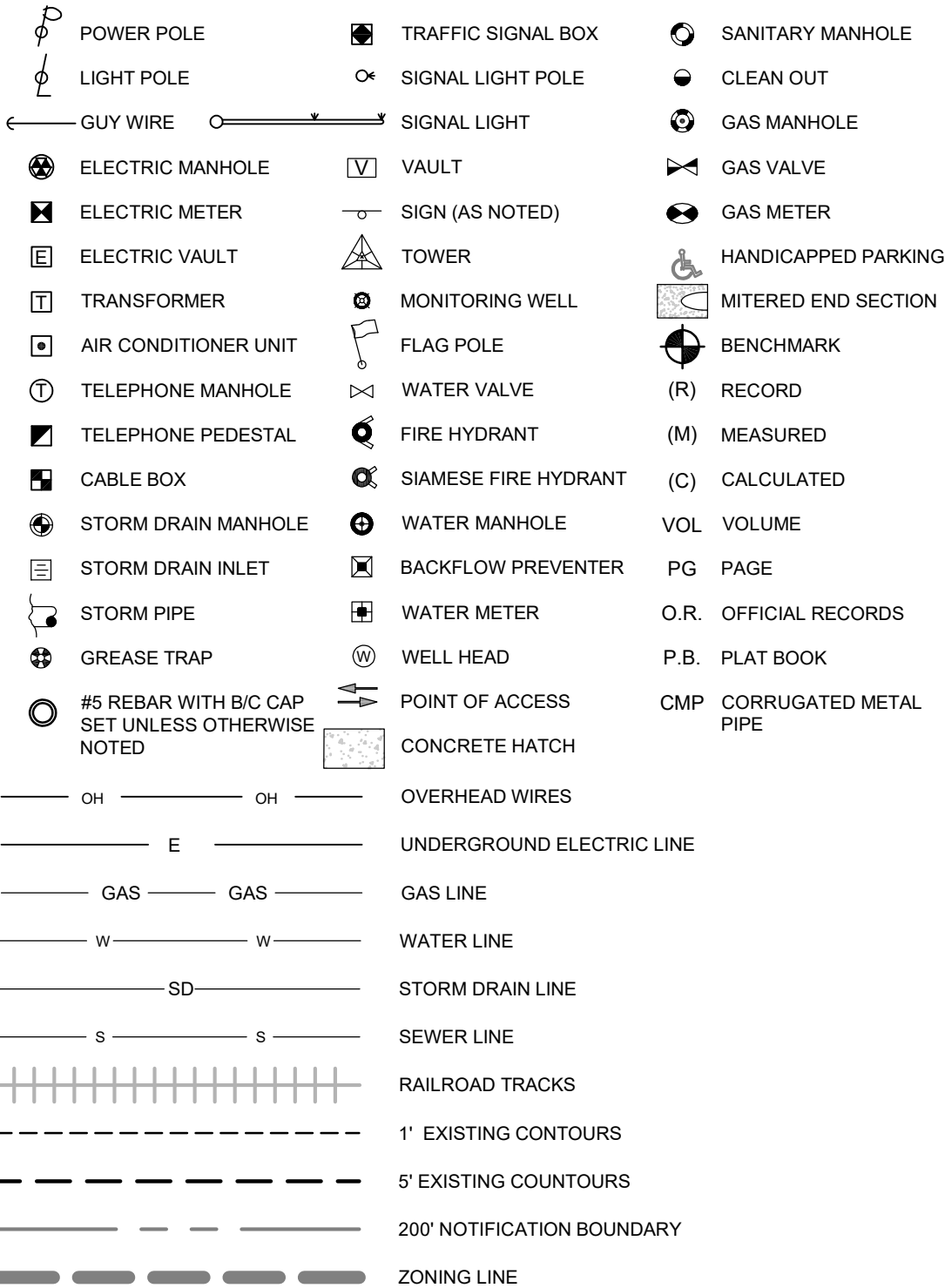


National Coordinators
1-(800)-SURVEYS (787-8397)

Bock & Clark Corporation, an NV5 Company
 3550 W. Market Street, Suite 200, Akron, Ohio 44333
maywehelpyou@bockandclark.com
www.bockandclark.com



LEGEND OF SYMBOLS & ABBREVIATIONS



FLOOD NOTE

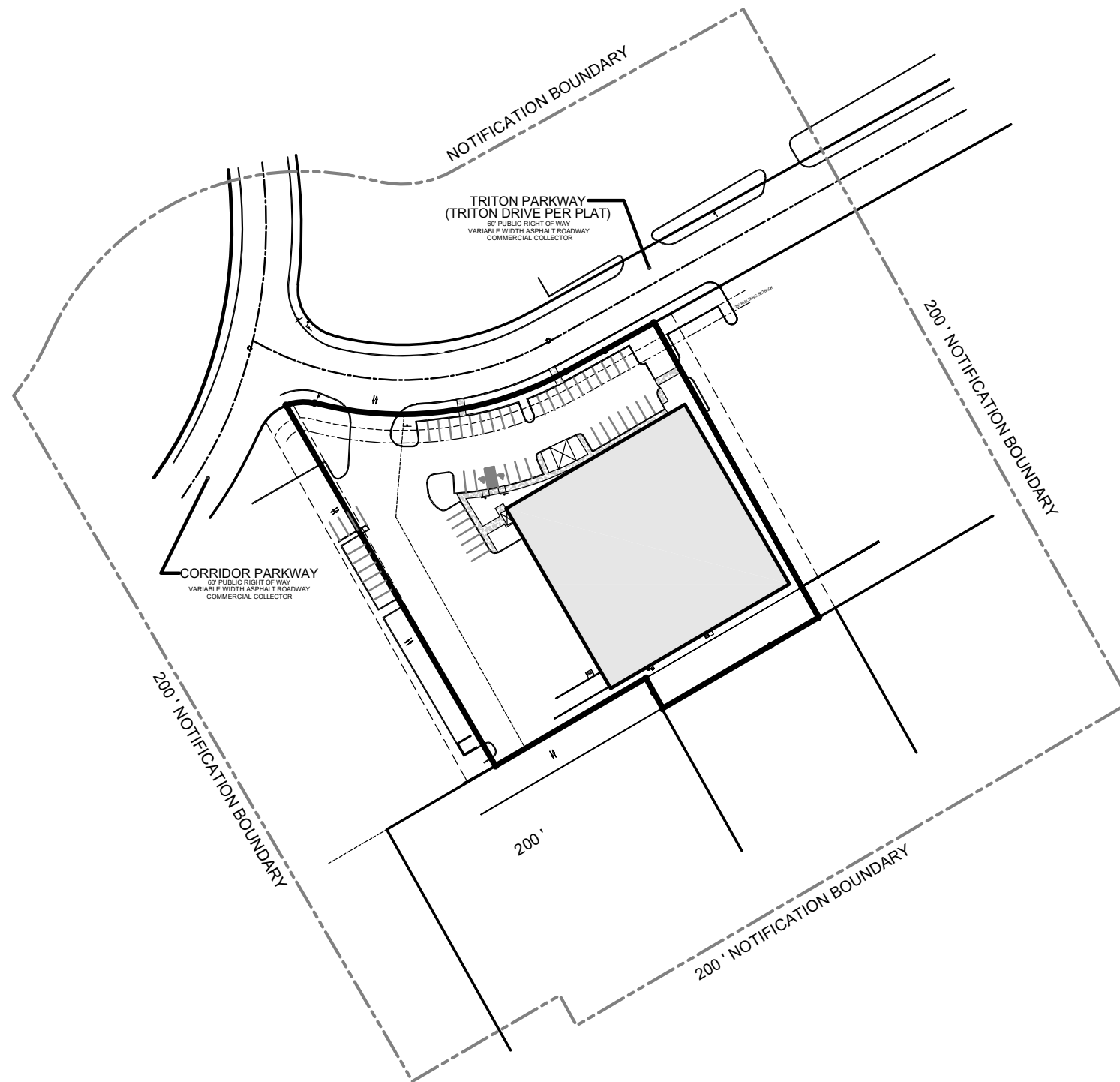
PURSUANT TO TABLE A, DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480187C-0210-F, WHICH BEARS AN EFFECTIVE DATE OF 11/02/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA, AS SHOWN ON THE FEMA WEBSITE ([HTTP://MSC.FEMA.GOV](http://msc.fema.gov)) BY FIRMETTE CREATED ON AUGUST 15, 2019 WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LEGAL

THE USE OF THIS DOCUMENT'S FORMAT IS STRICTLY PROHIBITED AND CONTINGENT UPON THE WRITTEN CONSENT AND PERMISSION OF BOCK & CLARK CORPORATION, AN NV5 COMPANY.
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THIS SURVEY WAS PREPARED FOR THE PURPOSE OF THIS REAL ESTATE TRANSACTION ONLY AND NO FURTHER PARTIES OTHER THAN THOSE CERTIFIED ABOVE SHALL RELY ON IT FOR ANY OTHER PURPOSE OR TRANSACTION

200' NOTIFICATION BOUNDARY DETAIL



CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
|-----------|--------|--------|-------------|---------------|----------------|
| C1(R & M) | 25.45 | 41.00 | 35° 34' 17" | N85° 52' 38"E | 25.05 |
| C2(R & M) | 225.44 | 291.37 | 44° 19' 55" | N82° 56' 17"E | 219.86 |

LINE TABLE

| LINE # | LENGTH | DIRECTION |
|-----------|---------|---------------|
| L1(R & M) | 87.78' | N60° 56' 05"E |
| L2(R & M) | 30.00' | N29° 17' 39"W |
| L3(R & M) | 151.12 | S59° 43' 43"W |
| L4(R & M) | 361.97' | N30° 11' 31"W |

MISCELLANEOUS NOTES

(MN1) ELEVATIONS SHOWN HEREON AS BASED ON BENCHMARK AY1547, WITH AN ELEVATION OF 746.20 FEET N.A.V.D. 1988. TEXAS SOUTH CENTRAL ZONE FIPZONE: 4204 ADSZONE: 5401 UTM ZONES: 13 & 14 & 15

OWNER - APPLICANT

OWNER: 414 PARTNERSHIP LTD., 70 NE LOOP 410, SUITE 880, SAN ANTONIO, 78216

APPLICANT: BLACK CREEK GROUP/BETSY KENNETT/VICE PRESIDENT, 518 17TH STREET, 17TH FL.,
DENVER, CO 80202, 303-869-4600

PROJECT REVISION RECORD

| | | | |
|----------------|-------------|----------------|-------------|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| 11/09/2019 | FIRST DRAFT | | |
| | | | |
| | | | |
| FIELD WORK: JM | DRAFTED: TD | CHECKED BY: BH | FB & PG: |

AS SURVEYED DESCRIPTION

Lot 18, Block 2, Titan Tri-County Business Park II, in the City of Schertz, Guadalupe County, Texas, according to the plat thereof, recorded in Volume 7, Page 311, Plat Records, Guadalupe County, Texas, being more particularly described below:

Beginning at 1/2" iron rod found on the south right of way of Triton Parkway;
Thence leaving said right of way, S29°11'31"E, a distance of 292.73' to a point;
Thence S59°43'43"W, a distance of 156.70' to a mag nail found;
Thence N29°17'33"W, a distance of 30.00' to a point;
Thence S59°43'43"W, a distance of 151.12' to a point;
Thence N30°11'31"W, a distance of 361.97' to a 1/2" iron rod found on Triton Parkway right of way and point on a curve to the right, having a radius of 41.00', a delta angle of 35°34'17", a chord bearing of N85°52'38"E, a chord distance of 25.05';
Thence along said curve and right of way, a distance of 25.45' to a point and beginning of a reverse curve to the left, having a radius of 291.37', a delta angle of 44°19'55", a chord bearing of N82°56'17"E, a chord distance of 219.86';
Thence along said curve and right of way, a distance of 225.44' to a 1/2" iron rod found;
Thence N60°56'05"W, a distance of 87.78' to the point of beginning

Containing 2.17± acres

ZONING EXHIBIT

for
Titan Tri County Business Park II
17401 Triton Parkway, Schertz, TX



BYRON D. HOWELL
REGISTRATION NO. 6048
IN THE STATE OF TEXAS
EXPIRATION DATE: 12-31-2020
FIRM REGISTRATION NUMBER 10116902
DATE OF FIELD SURVEY: AUGUST 13, 2019
DATE OF LAST REVISION: NOVEMBER 13, 2019
NETWORK PROJECT NO. 201903569-001 CAS

SHEET 1 OF 2

Bock & Clark Corporation
an NV5 Company

NV5

Transaction Services 1-800-SURVEYS (787-8397)
3550 W. Market Street, Suite 200, Akron, Ohio 44333
www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

TRITON PARKWAY
(TRITON DRIVE PER PLAT)
60' PUBLIC RIGHT OF WAY
VARIABLE WIDTH ASPHALT ROADWAY
COMMERCIAL COLLECTOR

N/F AER MANUFACTURING INC
PID# 44557
LAND USE: OFFICE-WAREHOUSE
ZONING: INDUSTRIAL
TITAN TRI-COUNTY BUS. & IND. PARK 3
PROPERTY ADDRESS: 5915 CORRIDOR PARKWAY
SCHERTZ, TX 78154
MAILING ADDRESS: 1605 SURVEYOR BLVD
CARROLLTON, TX 75006-5103
119010685

N/F 414 PARTNERSHIP LTD
PID# 32472
LAND USE: OFFICE-WAREHOUSE
ZONING: INDUSTRIAL
LONE STAR PET SUPPLY SUBDIVISION
PROPERTY ADDRESS: 17414 TRITON DRIVE
SCHERTZ, TX 78154
MAILING ADDRESS: 70 NORTH EAST LOOP 410 SUITE 880
SAN ANTONIO, TX 78216
DEED 201598022474

N/F 414 PARTNERSHIP LTD
PID# 129929
LAND USE: PARKING
ZONING: INDUSTRIAL
TITAN TRI-COUNTY BUSINESS PARK II
PROPERTY ADDRESS: TRITON PARKWAY (PARKING AREA)
SCHERTZ, TX 78154
MAILING ADDRESS: 70 NORTH EAST LOOP 410 SUITE 880
SAN ANTONIO, TX 78216
DEED 201999022474

N/F UPADHYAYA INC
PID# 44522
LAND USE: HOTEL
ZONING: GENERAL BUSINESS
TITAN TRI-COUNTY BUSINESS PARK I
PROPERTY ADDRESS: 17401 N. I.H. 35
SCHERTZ, TX 78154
MAILING ADDRESS: 17401 N. I.H. 35
SCHERTZ, TX 78154
1146/0311

N/F BREAKIE HOLDINGS LLC
PID# 43312
LAND USE: RESTAURANT
ZONING: COMMERCIAL
TACO BELL SUBDIVISION
PROPERTY ADDRESS: 17397 N. I.H. 35
SCHERTZ, TX 78154
MAILING ADDRESS: 1133 AUSTIN HWY
SAN ANTONIO, TX 78209-4806
3011/0935

N/F GD BAR FAMILY LTD PRTRNSHP
PID# 111908
LAND USE: RETAIL
ZONING: COMMERCIAL
GD BAR SUBDIVISION
PROPERTY ADDRESS: 17331 N. I.H. 35
SCHERTZ, TX 78154
MAILING ADDRESS: 224 MARKET AVENUE
BOERNE, TX 78006
1755/0389

N/F GD BAR FAMILY LTD PRTRNSHP
PID# 114942
LAND USE: RETAIL
ZONING: COMMERCIAL
GD BAR SUBDIVISION #2
PROPERTY ADDRESS: 17323 N. I.H. 35
SCHERTZ, TX 78154
MAILING ADDRESS: 224 MARKET AVENUE
BOERNE, TX 78006
10199/0258

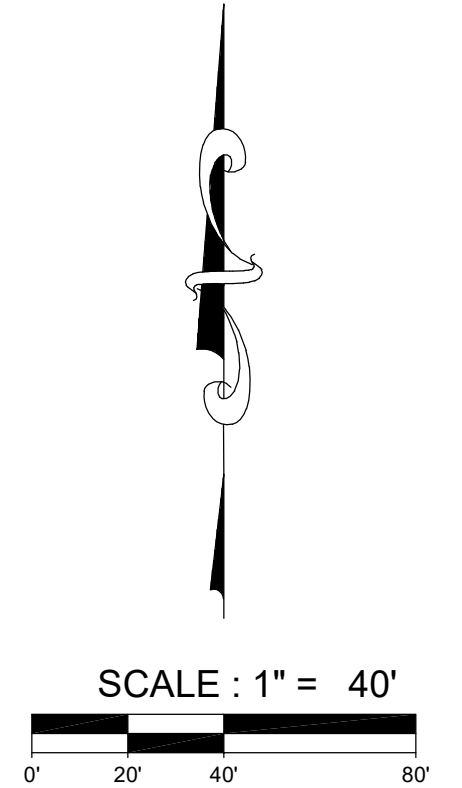
N/F TRI COUNTY 2 LLC
PID# 130002
LAND USE: OFFICE-WAREHOUSE
ZONING: INDUSTRIAL
TITAN TRI-COUNTY BUSINESS PARK II
PROPERTY ADDRESS: 5850 CORRIDOR PARKWAY
SCHERTZ, TX 78154
MAILING ADDRESS: P O BOX 1563
5850 CORRIDOR PARKWAY
AUSTIN, TX 78767
DEED 2017-020083

CONTACT INFORMATION

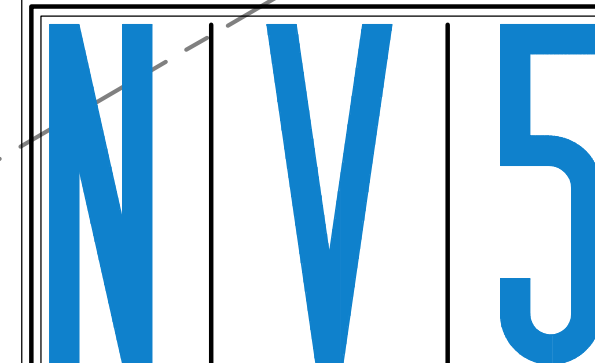
OWNER: 414 PARTNERSHIP LTD., 70 NE LOOP 410, SUITE 880, SAN ANTONIO, 78216

APPLICANT: BLACK CREEK GROUP/BETSY KENNETT/VICE PRESIDENT, 518 17TH STREET, 17TH FL., DENVER, CO 80202, 303-869-4600

SURVEYOR: NV5/BYRON HOWELL/SURVEYOR, 3550 W MARKET ST, SUITE 200, AKRON OH, 44333



SHEET 2 OF 2



ZONING EXHIBIT

PREPARED FOR

Titan Tri County Business Park II

DATE OF FIELD SURVEY: AUGUST 13, 2019

NETWORK PROJECT NUMBER: 201903569-001 CAS

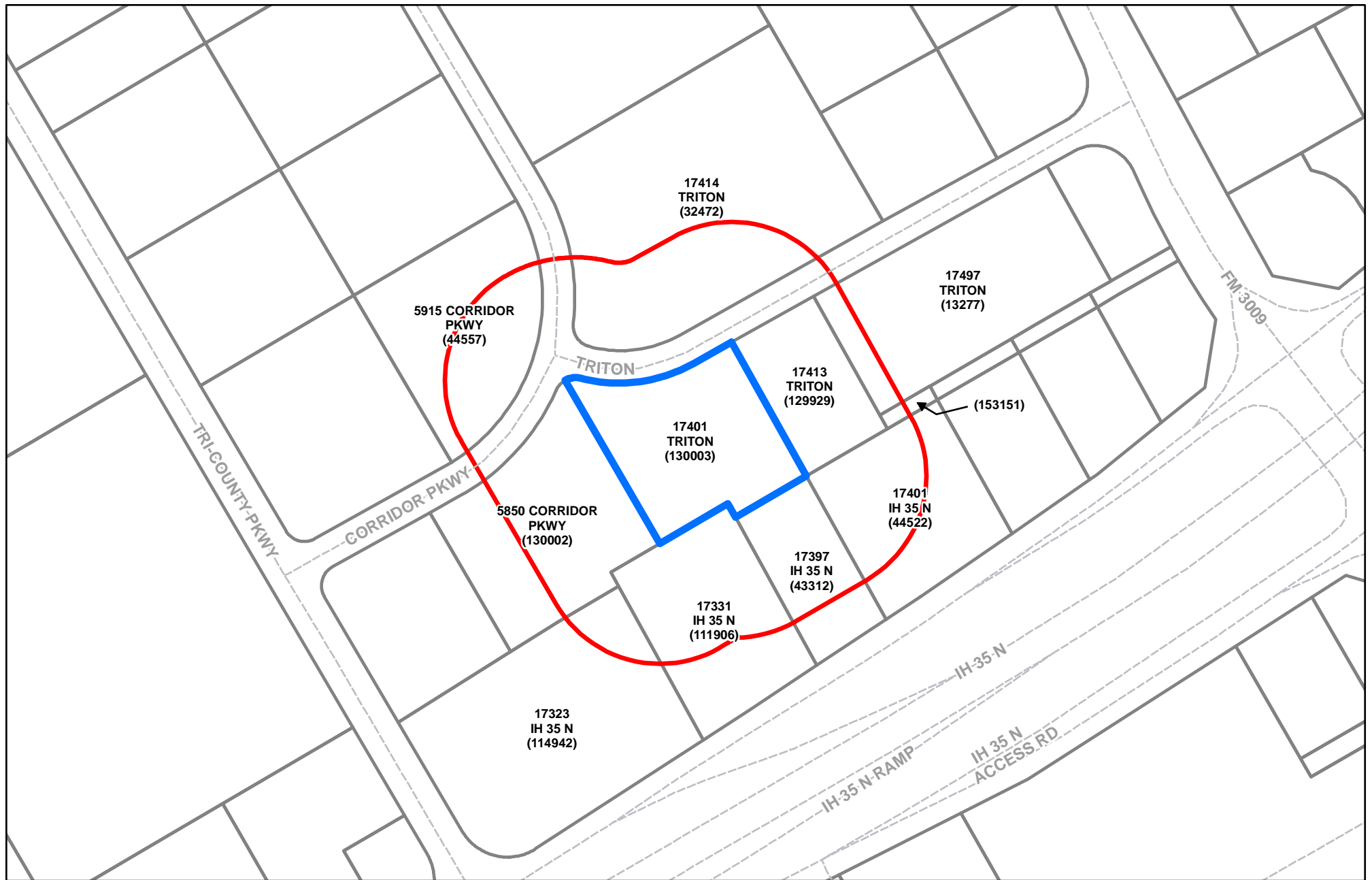
1-(800)-SURVEYS (787-8397)

TRANSACTION SERVICES

www.bockandclark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT





Reply Form

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **ZC2019-009**

COMMENTS: _____

NAME: _____

(PLEASE PRINT)

SIGNATURE _____

MANAGER,

GD BAR, LLC

STREET ADDRESS: _____

17331 IH-35 N, SCHERTZ, TX 78154

DATE: _____

1/3/20

1400 Schertz Parkway



Schertz, Texas 78154



210.619.1000



schertz.com

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: City Secretary
Subject: Appointment of the Mayor Pro Tem - Discussion and consideration and/or action regarding the confirmation, appointment or election of the Mayor Pro-Tem.(Mayor/Council)

BACKGROUND

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

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

City Charter Section.

Section 4.02 Qualifications.

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

Section 4.05 Mayor and Mayor Pro-Tem.

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

The Mayor Pro-Tem shall be a Councilmember appointed by the City Council for a term and pursuant to procedures established by the City Council from time to time. The Mayor Pro- Tem shall act as

Mayor during the absence or disability of the Mayor and in this capacity shall have the rights conferred upon the Mayor. While acting as Mayor, the Mayor Pro-Tem may vote on any matter before the City Council.

RECOMMENDATION

Council will discuss and consider the appointment of the next Mayor Pro-Tem regarding the above qualification. Next in line to serve is Councilmember Mark Davis. Mr. Davis will be sworn in at the February 4, 2020 meeting and will serve until August 3, 2020.

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: Executive Team
Subject: Workshop discussion and possible action on a potential Northcliffe Tax Increment Reinvestment Zone (TIRZ) - (B. James)

BACKGROUND

Councilman Scagliola requested staff research and make a presentation to City Council on creating a Tax Increment Reinvestment Zone (TIRZ) in the Northcliffe area as a means to fund additional infrastructure improvements. Tax Increment financing redirects some of the ad valorem tax from property in a geographic area designated as a Tax Increment Reinvestment Zone (TIRZ) to pay for improvements in the zone. So in this way it is not an additional tax on property owners like a Public Improvement District (PID). Tax Increment Reinvestment zones are governed by Chapter 311 of the Tax Code.

When the City Council creates a TIRZ, a "snapshot" of the baseline existing taxable value is taken. It is only the tax revenue off of increases in valuations that is directed to the TIRZ, the baseline taxes will continue to go to the general fund. The following explains how this works in practice. Each year the appraisal district assigns a value to the taxable real property within the zone. The year the zone is created, that value is the tax increment base. Every following year, that value is the captured appraised value. The captured appraised value minus the tax increment base is the tax increment.

Each participating taxing unit chooses a percentage of its tax increment that will be deposited in the tax increment fund. If a taxing unit does not set the percentage when the zone is created or when it joins the TIF project, it defaults to 100 percent of the tax increment.

The city can sell tax increment bonds or notes to raise revenue to pay for project costs. The principal and interest from tax increment bonds and notes may only be paid from money in the tax increment fund.

A TIRZ is often created to fund construction projects such as roads, sidewalks and other public infrastructure.

GOAL

The local governments that participate in a TIF project make an up-front commitment to creating public improvements within the zone. These improvements encourage private investment in the zone, such as new business growth, that increases property values and generates new tax revenues.

COMMUNITY BENEFIT

A TIRZ can potentially jumpstart development to get things moving a bit faster and, ultimately, to generate new tax revenue. It can also build needed public infrastructure in areas lacking adequate development to attract businesses; encourage development, thereby increasing property values and long-term property tax collections; and reduce the cost of private development by providing reimbursement for eligible public improvements.

SUMMARY OF RECOMMENDED ACTION

None at this time, staff is seeking direction from City Council.

FISCAL IMPACT

This can vary depending on a variety of factors.

RECOMMENDATION

None at this time.

Attachments

Creating a TIRZ

8-Step TIRZ Process

Step 1: Prepare a preliminary financing plan

The governing body must prepare a reinvestment zone financing plan Tax Code, Section 311.003(b)).

Step 2: Publish the hearing notice

After preparing the preliminary reinvestment zone financing plan and before the required public hearing, the governing body must publish the hearing notice in a newspaper with general circulation within the municipality or county. This must be done no later than the seventh day before the hearing date as per Tax Code 311.003, Sections (c), (d) and (e).

Step 3: Hold a public hearing

A public hearing is required before designating a TIRZ. A municipality or county proposing to designate a reinvestment zone must provide a reasonable opportunity for the property owner to protest the inclusion of the property in a proposed reinvestment zone.

All interested persons are entitled to speak for or against the designation of a reinvestment zone. The following items are to be presented at a public hearing according to Tax Code, Section 311.011(e):

- if an amendment reduces or increases the boundaries of the zone;
- increase the amount of bond indebtedness the project will incur;
- increase or decrease the percentage of a tax increment to be contributed;
- increase the total estimated project costs; or
- designate additional property within the zone to be acquired.

Step 4: Designate a reinvestment zone

As per Tax Code 311.011(e), after the public hearing, the governing body of the city or county may, by ordinance or order, designate a contiguous area as a reinvestment zone for tax increment financing purposes and create the board of directors for the reinvestment zone. Cities can also designate a noncontiguous geographic area – within the city limits, in the extraterritorial jurisdiction of the city or in both – as a reinvestment zone.

A simple majority vote of the governing body is needed to adopt the ordinance or order at an open meeting. Home rule cities may have a higher voting contingent based on their charter. The adopted ordinance or order should include a finding that development of the area would not occur in the foreseeable future solely through private investment. In Chapter 311.004 the ordinance or order must contain other provisions, including:

- a description of the zone boundaries with sufficient detail to identify the territory within the zone;
- a designation of the board of directors for the zone and an indication of the number on directors of the board;
- a provision that the zone will take effect immediately on passage of the ordinance;
- an indication of the zone termination date;
- a name for the zone as provided under Tax Code Section 311.004(a)(5);
- a provision establishing a tax increment fund for the zone;
- findings that the improvements within the zone will significantly enhance the value of the taxable property within the zone and will be of general benefit to the city or county; and
- a finding that the area meets the criteria for designation of a reinvestment zone under Tax Code Section 311.005.

Step 5: Prepare a project plan and a financing plan

After the city or county has adopted the ordinance or order creating the zone, the zone's board of directors must prepare both a project plan and a reinvestment zone financing plan. The plans must be as consistent as possible with the preliminary plans the city developed for the zone before the board was created. The board of directors must get the approval of the governing body for the project and financing plans as well any plan amendments as per Tax Code 311.011, Sections (a) and (d).

Step 6: Contribution to the tax increment fund by other taxing units

In Tax Code, Section 311.013, after the board of directors and the city's governing body has approved the project plan and the reinvestment zone, the other taxing units with property within the zone set the percentage of their increased tax that will be dedicated to the tax increment fund.

Appropriate taxing units contribute a portion of their increased tax revenues collected each year under the plan to the tax increment fund. The taxing units can determine the amount of their tax increment for a year either by:

- the amount of property taxes the unit levied and assessed for that year on the captured appraised value of real property that is taxable and located in the reinvestment zone; or
- the amount of property taxes the unit levied and collected for that year on the captured appraised value of real property taxable and located in the reinvestment zone.

Step 7: Implement tax increment financing

Once the reinvestment zone is established, the zone's board of directors must make recommendations to the city's governing body on implementing the tax increment financing as stated in Tax Code, Section 311.010(a). Once the city, by ordinance, or the county, by order, has created the reinvestment zone, the board of directors may exercise any power granted to them by the Tax Increment Financing Act. By ordinance, resolution or order, the city or county may authorize the board of directors of the reinvestment zone to exercise any of the city or county's powers with respect to the administration, management or operation of the zone or the

implementation of the project plan for the zone. However, the city or county may not authorize the board of directors to issue bonds, impose taxes or fees, exercise the power of eminent domain or give final approval to the project plan.

Step 8: Submit an annual report

The governing body of a city or county is to within 150 days of the end of the fiscal year submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within the zone as per Tax Code, Section 311.016(a) and (b). The copy of this report must be provided to the Comptroller and include the following items:

- the amount and source of revenue in the tax increment fund established for the zone;
- the amount and purpose of expenditures from the fund;
- the amount of principal and interest due on outstanding bonded indebtedness;
- the tax increment base and current captured appraised value retained by the zone;
- the captured appraised value shared by the city and other taxing units;
- the total amount of tax increments received; and
- any additional information necessary to demonstrate compliance with the city- or county-adopted tax increment financing plan.

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: Executive Team
Subject: Workshop discussion on potential amendments to the Schertz Historic Main Street Grant Program. (B. James)

BACKGROUND

At a prior City council meeting, it was requested that staff revisit the Schertz Historic Main Street Grant program for potential Changes. After discussions with the Main Street Committee and the SHPC, staff is recommending that for single family residential projects, only exterior structural improvements - roofs, walls and foundation work would be eligible for grant funding.

Attachments

Current Program Overview

Schertz Main Street Area
Preservation Incentive Program
City of Schertz

Section 1.1 Purpose

The City of Schertz finds that promoting the enhancement and perpetuation of structures of historical importance and significance are necessary to promote the economic, cultural, educational and general welfare of the public. The area around Main Street in Schertz once served as commercial and social hub of the community. The City seeks to improve the image of the area around Main Street through historic restoration and rehabilitation of structures in the Main Street area to serve as a commercial, social, cultural and tourism hub of the City. The program is intended to:

- a) 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;
- b) Stabilize and improve property values;
- c) 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;
- d) 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 preservation of historic structures to promote the economic vitality of the Main Street area as a tourist destination, the City of Schertz is offering incentives that will serve to improve existing properties and businesses within this area.

Section 1.2 Administration

The program will be administered by the City of Schertz Building Inspections Division.

Section 1.3 Eligibility Criteria

All of the following eligibility criteria must be met:

- a) Property must have been constructed more than 50 years prior to the date of application and be designated as a Landmark Property.
- b) Property must be located within the Main Street Incentive Area. See attached map.
- c) All taxes and government fees must be current on the property.

Section 1.4 Types of Grant Assistance

Funding for this program is generated by the Hotel Occupancy Tax (HOT) funds.

- a) Program assistance is available to owners who make verified exterior improvements (however limited to comprehensive maintenance and

rehabilitation painting, roof, windows, foundation, façade restoration including replacing windows, wall repairs, brick re-pointing, replacing and exposing transom windows; and improvements necessary to stabilize a structure) consistent with applicable codes, or who make verified interior improvements to upgrade interior systems to current building codes (however limited to sanitary sewer lines, fire, HVAC, insulation, electrical, plumbing, or a combination of interior or exterior improvements) and which are approved in advance by the Schertz Historical Preservation Committee and City Council. Grants are available with a cap of \$20,000 per property.

- b) Grants will not be provided for work already completed or which is begun prior to approval of the grant application.
- c) Funds will be provided on a 50/50 matching basis. In kind contributions may be counted toward the match requirement.

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 Building Inspections Staff for completeness.
- b) After submittal of a grant request, a preliminary site visit will be made by the Building Inspections Staff along with the Chairperson of the Schertz Historical Preservation Committee.
- c) Applications will be reviewed and evaluated by the Schertz Historical Preservation Committee. The Committee will evaluate the application based on the Secretary of the Interior's Standards for Rehabilitation. The Committee's recommendation will be forwarded to the City Council for review and approval.
- d) City Council will decide which entities qualify for assistance based on the architectural 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.
- e) 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.
- f) Work must be completed within one year from the date of execution of the Grant Agreement, however; the Historical Preservation Committee may grant an extension of up to one year.

CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: Parks, Recreation & Community Service
Subject: Future Trail Development Cost Estimates. (B. James/L. Shrum)

BACKGROUND

City staff gave a presentation to the Parks & Recreation Advisory Board regarding future trail development at their regular meeting on November 18, 2019. The Board requested the second Trails Workshop because of the high priority of trail development to the citizens of Schertz (based on Master Plan results and Citizen Satisfaction Survey results) as well as the Board. Following on their request for \$250,000 in dedicated trail development funding in the last budget process, Board members wanted to make sure that trail planning is still moving forward simultaneously with all of the park maintenance projects and wanted Council to see cost estimates so that Council could plan for future funding.

The attachments show the two trail segments discussed, the Northern Trail - which follows the high-line utility easement from the Schertz Parkway/Wiederstein intersection all the way to the Cypress Point neighborhood (approximately 8.2 miles), and the Dietz Creek Trail - which connects from the existing trail behind the city campuses and follows Dietz Creek north to Maske Road, Savannah Road, and then connects back at Wiederstein to the Northern Trail segment (approximately 2.3 miles.) The Northern Trail costs were estimated at about \$3.4 million with a development timeline of 10 years, and the Dietz Creek Trail costs were estimated at about \$1.3 million with a development timeline of 5 years.

Trail costs were calculated using concrete and at a 10 foot wide specification and included design, engineering, ROW, drainage issues, mobilization, and contingency estimates as well. Actual costs will vary if trail dimensions are reduced, decomposed granite is used, if there are no ROW acquisition costs, and/or if there are no drainage or grade issues, etc. Pending development as well as potential alternate routes were discussed in the workshop and next steps were to include the information in council packets and for city staff to discuss internally in Staff Design Review (SDR) meetings so that as pending development plans come in, trail planning can be accommodated within those plans. Trail planning will be revisited by the Parks & Recreation Advisory Board on a regular basis and city staff is working on a branding strategy for the project so we can get information out to the citizens and engage them in the planning process.

Attachments

Northern Trail Cost Estimates
Dietz Creek Trail Cost Estimates
Northern Trail Map
Dietz Creek Trail Map

Proposed Great Northern Trail

| Trail Section | LF | Miles | Price per LF (10 ft wide concrete) | Base Construction Cost | Engineering & Design | ROW, Mobilization, Contingency | TOTAL | Proposed FY |
|--------------------------------|--------------|-------------|--|------------------------------|-------------------------|--------------------------------------|-----------------------|-----------------|
| Cypress Point 1 | 224 | | \$91.00 | \$20,384.00 | | | \$20,384.00 | FY 20-21 |
| Cypress Point 2 | 132 | | \$91.00 | \$12,012.00 | | | \$12,012.00 | FY 20-21 |
| Cypress Point SG1 | 231 | | \$50.00 | \$11,550.00 | | | \$11,550.00 | FY 20-21 |
| Cypress Point SG2 | 116 | | \$50.00 | \$5,800.00 | | | \$5,800.00 | FY 20-21 |
| Schwab Rd Connection | 2241 | 0.42 | \$91.00 | \$203,931.00 | \$2,039.31 | \$20,393.10 | \$226,363.41 | |
| Homestead Connection | 3219 | 0.61 | \$91.00 | \$292,929.00 | \$2,929.29 | \$29,292.90 | \$325,151.19 | FY 21-22 |
| Northcliff 1 | 2969 | 0.56 | \$91.00 | \$270,179.00 | \$2,701.79 | \$27,017.90 | \$299,898.69 | FY 22-23 |
| Northcliff 2 | 2616 | 0.5 | \$91.00 | \$238,056.00 | \$2,380.56 | \$23,805.60 | \$264,242.16 | FY 23-24 |
| FM 1103 Connection 1 | 637 | 0.12 | \$91.00 | \$57,967.00 | \$579.67 | \$5,796.70 | \$64,343.37 | FY 20-21 |
| FM 1103 Connection 2 | 594 | 0.11 | \$91.00 | \$54,054.00 | \$540.54 | \$5,405.40 | \$59,999.94 | FY 20-21 |
| Existing Reata Trail | 1282 | 0.24 | | | | | | |
| Sippel Elementary Connection | 512 | 0.1 | \$91.00 | \$46,592.00 | \$465.92 | | \$47,057.92 | FY 20-21 |
| Existing Noble Way Sidewalk | 242 | | | | | | | |
| Existing Belmont Park Trail 1 | 1023 | 0.19 | | | | | | |
| Existing Belmont Park Trail 2 | 501 | 0.1 | | | | | | |
| Existing Belmont Park Trail 3 | 407 | 0.1 | | | | | | |
| Old Wiederstein Option 1 | 2452 | 0.46 | \$91.00 | \$223,132.00 | \$2,231.32 | \$22,313.20 | \$247,676.52 | FY 24-25 |
| Old Wiederstein Option 2 | 2957 | 0.56 | \$91.00 | \$269,087.00 | \$2,690.87 | \$26,908.70 | \$298,686.57 | FY 24-25 |
| SCUCISD/EVO Connection | 3112 | 0.59 | \$91.00 | \$283,192.00 | \$2,831.92 | \$28,319.20 | \$314,343.12 | FY 25-26 |
| SCUCISD/Old Wiederstein | 2951 | 0.56 | \$91.00 | \$268,541.00 | \$2,685.41 | \$26,854.10 | \$298,080.51 | FY 26-27 |
| Cibolo Connection | 1203 | 0.23 | \$91.00 | \$109,473.00 | \$1,094.73 | \$10,947.30 | \$121,515.03 | FY 27-28 |
| Ripps/Wiederstein Connection | 3334 | 0.63 | \$91.00 | \$303,394.00 | \$3,033.94 | \$30,339.40 | \$336,767.34 | FY 28-29 |
| Ripps/Wiederstein Drainage | 5728 | 1.1 | \$91.00 | \$521,248.00 | \$5,212.48 | \$52,124.80 | \$578,585.28 | FY 29-30 |
| Existing Forest Ridge Trail | 3167 | 0.6 | | | | | | |
| Wiederstein/Parkway Connection | 2608 | 0.49 | \$91.00 | \$237,328.00 | \$2,373.28 | \$23,732.80 | \$263,434.08 | FY 19-20 |
| TOTAL | 44458 | 8.27 | | | | | \$3,795,891.13 | 10 Years |

Proposed Dietz Creek Trail

| Trail Section | LF | Miles | Price per LF (10 ft wide concrete) | Base Construction Cost | Engineering & Design | Drainage Issues, ROW, Mobilization, Contingency | TOTAL | Proposed FY |
|-------------------------|-----------------|-------------|--|------------------------------|-------------------------|--|-----------------------|----------------|
| Parkway to Maske | 2927.33 | 0.55 | \$91.00 | \$266,387.03 | \$2,663.87 | \$26,638.70 | \$295,689.60 | FY 30-31 |
| Maske to Savannah | 7087.45 | 1.34 | \$91.00 | \$644,957.95 | \$6,449.58 | \$64,495.80 | \$715,903.32 | FY 31-34 |
| Savannah to Wiederstein | 2464.19 | 0.46 | \$91.00 | \$224,241.29 | \$2,242.41 | \$22,424.13 | \$248,907.83 | FY 34-35 |
| TOTAL | 12478.97 | 2.35 | | | | | \$1,260,500.76 | 5 Years |

Great Northern Trail

Approximately 8 miles



Dietz Creek Trail

Proposed Conceptual Route

Legend

- Dietz Phase 1
- Dietz Phase 2
- Wiederstein Trail Connection ~2,500 feet

Google Earth

© 2019 Google

3000 ft



CITY COUNCIL MEMORANDUM

City Council Meeting: January 28, 2020
Department: City Secretary
Subject: Committee Of Committees Advisory Board Update. (B. James)

BACKGROUND

BACKGROUND

Attached is the board and commission summary that covers all their activities since their last meeting in September and an overview of what CCAB discussed on January 15, 2020.

Attachments

CCAB Update

Committee of Committees Advisory Board
January 15, 2020
Reports from Boards and Commissions Since September 18, 2019

Animal Care Advisory Committee November 20

At the November 20 meeting, staff provided the Committee with an update on AC repairs, new cat kennels, and temporary quarantine space. Staff also provided statistics on adoptions, surrenders, euthanasia, etc. Staff walked the Committee through some proposed changes to the microchip ordinance. Staff also discussed efforts to work with foster groups.

Board of Adjustment October 28

BOA approved a variance to allow a wood privacy fence in what is technically the front yard of a property on a lot for which the street had not been improved.

Historical Preservation October 24 and November 14

At their October 24 meeting, the Historical Preservation Committee considered the Fall 2019 Newsletter and Remembrances Special Edition Articles which are available on the City's website. They also provided input for sculptures along Main Street and discussed creating a podcast to highlight Schertz' history. At their special meeting on November 14, they considered a Main Street Grant for 802 Main Street which was subsequently approved by City Council.

Library Board October 7 and November 4

At their October 7 meeting, the Library Board received reports on the Board's finances, library usage and the bookstore. They also discussed increasing the price for bags of books at the books sales. It was noted that the library did spend its entire materials budget for Fiscal Year 2018-19. At their November 4 meeting, the Board discussed providing funding for the upcoming Winter, Summer and Year Round reading clubs.

Parks and Recreation Advisory Board September 23 and November 18

At their September 23 meeting, the Board received updates on a number of Parks programs, initiatives and projects. They also discussed the status of FY 2018-19 projects and sought input from the Board on proposed 2019-20 projects. Finally they received an update on the implementation of the new CivicRec program that will be used for scheduling and reservations of park facilities. The focus of the November 18 meeting was on input from the Board on FY 2019-20 parks projects.

Planning and Zoning Commission September 25, October 9, October 23, November 13 and December 11

At their September 25 meeting, the Commission approved final plats for the tracts at Woodland Oaks and Schertz Parkway, but no site plans had been approved at that time.

At their October 9 meeting, the Commission approved a plat for another phase of the Rhine Valley residential subdivision as well as an amended development plan, plat and sewer waiver for a large tract on FM 2252.

At their October 23 meeting, the Commission approved a request for an extension for a plat for the Crossvine.

At their November 13 meeting, the Commission approved a plat for a large tract of land near FM 3009 and Ripps-Kreusler Parkway.

At their December 11 meeting, the Commission approved two plats.

TSAC October 3 and November 7

Staff provided another status update on a number of issues involving the intersection of FM 3009 and FM 78, including pavement issues near the railroad tracks, signal timing and signage issues. Staff also provided an overview of traffic enforcement efforts and road work on FM 482 near Schwab Road.

At their November 7 meeting, TSAC received a presentation from the Alamo Area Council of Governments (AACOG) who operates the on call transportation service - ART in Schertz. Finally the Commission discussed how to work on bicycle safety and mobility issues.

City of Schertz Economic Development Corporation (SEDC) September 26, October 17 and November 21

During the last quarter, the SEDC Board of Directors finalized the planning, setting up of priorities, and allocation of funds to the Reserves Strategy and the SEDC funding buckets.

At the September meeting, the SEDC Board established as high priority the funding of primary jobs & infrastructure improvements, medium priority to job training & recreational/community facilities, and low priority to career centers & affordable housing. The SEDC produced a promotional video to advertise and promote investment opportunities. Kyle Kinader resigned his position as the SEDC Executive Director.

In October, SEDC staff presented the FY 2018-19 SEDC Annual Report, which can be viewed at www.schertzEDC.com. The SEDC allocated \$4,050,000 for the Tri County Parkway & Intersection Infrastructure Improvements Project. During Manufacturing Day (MFG) celebrations, the SEDC partnered with the area school districts to bring students to experience firsthand modern manufacturing at local industries.

In November, the close out the fiscal year left an unaudited amount of \$21 million in cash and investments. Adrian Perez was hired as the new SEDC Executive Director and will start in mid-January.

Committee of Committees Advisory Board Summary January 15

Mark Browne gave the City Manager Report, providing a status update on the City's Street Preservation and Maintenance Program (SPAM), indicating that the contracts for two of the projects in the next round of improvements have been awarded, but that due to the limited number of bids received on the others, the City would be going out for a third time on the remaining projects. He also provided updates on the other City construction projects, which can be found on the Engineering page (through the Business and Development Tab on the main page) of the City's website.

Mark Browne introduced Adrian Perez, the new Executive Director of the Schertz Economic Development Corporation. SEDC staff provided an overview of recent activities by the SEDC and reviewed the FY 2018-19 annual report which can be found on the SEDC web page.

Staff provided an overview of recent issues with the intersection of FM 3009 and FM 78. These include pavement repairs near the railroad tracks, signal timing repair work and anticipated pavement improvements at the intersection. Discussion occurred regarding the impact of increased traffic from growth and development on this intersection and FM 3009. Citizens with concerns about signal timing can contact the City's Engineering Department who will reach out to TxDOT.