



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
February 11, 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, FEBRUARY 11, 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 Michael Dahle)

Employee Recognition

- Recognition of Esther Mendoza, P.D. Sr. Administrative Assistant, 20 years of service to the City. (C. Kelm/M. Hansen)
- Recognition of Jimmy Hooks, Water/Wastewater Manager, for 30 years of service to the City. (C. Kelm/S. Williams)

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 Special Joint meeting of January 30, 2020, and the minutes of the Regular meeting of February 4, 2020. (B. Dennis)
2. **Ordinance No 20-D-05** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, providing that the Code of Ordinances of the City of Schertz, Texas, be amended by revising Article V, Section 86-149, Parking Prohibited; regarding the establishment of no parking zones on FM 2252 on the approaches to the railroad track crossing and providing an effective date. (B. James/K. Woodlee) ***First Reading***
3. **Resolution No. 20-R-13** - Consideration and/or action approving a Resolution authorizing purchases not to exceed \$125,000 with Caldwell Country/aba Rockwell ford for the purchase of threere vehicles during the 2019-2020 fiscal year. (C. Kelm/D. Letbetter)
4. **Resolution No. 20-R-14** - Consideration and/or action approving a Resolution authorizing contracts totaling no more than \$175,000 with C-3 Environmental Construction, LLC for labor and related materials for various separate and unrelated concrete related projects during the 2019-2020 fiscal year. (S. Williams/D. Letbetter)
5. **Resolution No. 20-R-21** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving requests for Schertz Main Street Local Flavor Economic Development Grants for 816 Main and 405 Main. (B. James)

Discussion and Action Items

6. **Ordinance 20-D-03** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, providing that the Code of Ordinances of the City of Schertz, Texas, be amended by revising Chapter 86, Article V, Section 86-149 Parking Prohibited; removing the no parking zone on Greenridge in the Fairhaven Subdivision, and providing an effective date. ***First Reading*** (B. James/K. Woodlee)
7. **Resolution No. 20-R-18** - Consideration and/or action approving a Resolution authorizing a contract with Alamo City Constructors, INC. relating to the 2018 SPAM Rehabilitation Project and authorizing the budget expenditures for the project. (B. James/J. Nowak)
8. **Resolution No. 20-R-16** - Consideration and/or action approving a Resolution authorizing a contract with Fuquay, Inc. relating to the 2018 SPAM Resurfacing Project and authorizing the budget expenditures for the project. (B.James/J. Nowak)
9. **Ordinance No. 20-T-04** - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the Fiscal Year 2019-2020 Budget to provide funding for the E. Live Oak Pump Addition Project, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. ***First reading*** (C. Kelm/S. Williams/J. Hooks)

Roll Call Vote Confirmation

Workshop

10. Worksession on potential acquisition of properties in Freeway Manor

Closed Session

11. City Council will meet in closed session under section 551.071 of the Texas Government Code for private consultation with attorneys regarding potential or contemplated litigation relating to the City of Schertz Fire Station #3.

Reconvene into Regular Session

- 11a. Take any action based on discussions held in closed session under Agenda Item 11.

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**

12. Northcliffe Frontage Property Inquiry Update (B. James / L. Wood / E.Delgado & T. McFalls)

Adjournment

CERTIFICATION

I, BRENDA DENNIS, 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 7th DAY OF FEBRUARY 2020 AT 4:30 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

BRENDA DENNIS

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	Councilmember Scagliola – Place 5 Cibolo Valley Local Government Corporation - Alternate
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Main Street Committee	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: February 11, 2020
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the Special Joint meeting of January 30, 2020, and the minutes of the Regular meeting of February 4, 2020. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on February 4, 2020, and a Special Joint meeting on January 30, 2020.

RECOMMENDATION

Recommend Approval.

Attachments

Draft minutes 01-30-2020

Draft Minutes 02-04-2020

DRAFT

MINUTES SPECIAL JOINT MEETING January 30, 2020

A Special Joint Meeting was held by the Cibolo Valley Local Government Corporation, the Schertz City Council of the City of Schertz, and the Cibolo City Council Texas, on January 30, 2020 at 6:30 p.m. in the Hal Baldwin Municipal Complex Civic Center, Blue Bonnett Hall, 1400 Schertz Parkway, Building #5, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Scott Larson; Councilmember Michael Dahle; Councilmember Allison Heyward; CVLGC President Justin Murray; CVLGC Vice President Garth Coursen; CVLGC Secretary Lesley Pedde; CVLGC Treasurer Brian Edgington; CVLGC Executive Director Amber Beard; CVLGC, Schertz Ex Officio Michael Dahle; Engineering Consultant (Walker Partners) John Winkler; Attorney Art Rodriguez; Consultant Bill Klem; Consultant Rene Moulinet; Mayor Cibolo Stosh Boyle; Cibolo Councilmember Jennifer Schultes; Cibolo Councilmember Steve Quinn; Cibolo Councilmember Reggie Bone; Cibolo Councilmember Mark Allen; Cibolo Councilmember Tim Woliver; Cibolo Councilmember Joel Hicks

City Staff: Schertz City Manager Dr. Mark Browne; Schertz Assistant City Manager Brian James; Schertz Assistant City Manager Charles Kelm; Schertz City Secretary Brenda Dennis; CVLGC/Schertz Administrative Manager Jennifer Jones; Schertz Water/Wastewater Manager Jimmy Hooks; Schertz Public Works Director Suzanne Williams; Cibolo Executive Assistant Leigh Ann Rogers; Cibolo PR Manager Chrstine Pollok; Cibolo City Secretary Peggy Cimics; Cibolo City Manager Robert Herrera

Attendees: Dudley Wait, Kara Latimer, Glen Weber, Guy Scott, Ferrando Heyward

Call to Order – Special Session

Call to Order - Justin Murray, President.

Justin Murray, President Cibolo Valley Local Government Corporation (CVLGC) call their meeting to order at 6:30 p.m.

1. A. City of Cibolo

Mayor Boyle City of Cibolo called their meeting to order at 6:30 p.m. and stated a quorum was present, but that Councilmember Ted Gibbs was absent. A motion was made by Councilmember Hicks, seconded by Councilmember Quinn to excuse the absence of Councilmember Gibbs. The vote was unanimous. Motion Passed

B. City of Schertz

Mayor Gutierrez City of Schertz stated a quorum was present and called their meeting to order at 6:31 p.m. Councilmembers David Scagliola and Tim Brown were absent.

2. Welcome/Opening Remarks - Stosh Boyle, Mayor of the City of Cibolo & Ralph Gutierrez, Mayor of the City of Schertz.

Mayor Boyle City of Cibolo and Mayor Gutierrez provided their opening remarks and thanked all those who are attending.

3. Introductions - Justin Murray, President.

President, Justin Murray introduced the Cibolo Valley Local Government Corporation (CVLGC) Board, Consultants, Attorney's, and Staff present.

4. CVLGC Carrizo Project - Justin Murray, President; Amber Briggs Beard, Executive Director; and John Winkler, Walker Partners.

Amber Beard, Justin Murray, and John Winkler provided a PowerPoint presentation covering the following and addressing questions and taking comments:

Organizational Structure:

Board Members: City of Schertz - Justin Murray, Brian Edgington, City of Cibolo: Garth Coursen, Lesley Pedde

Ex-Officio Members: City of Schertz - Michael Dahle, City of Cibolo - Ted Gibbs

CVLGC Staff: Amber Beard - Executive Director, Jennifer Jones - Administrative Manager

CVLGC Consultants: Accounting: Jennifer Reininger, Reininger Business Solutions LLC; Engineering: John Winkler, Walker Partners; Legal: Art Rodriguez, Russel Rodriguez Hyde & Bullock LLP; Hydro-geological: William Klemm; Water Lease Services: Rene Moulinet Jr., HRM Land Acquisition Solutions

Historical Timeline:

- 2011: CVLGC formed with the following participating cities: Cibolo, Converse, Schertz, Seguin and Selma
- 2012-2013: Seguin and Selma withdrew from CVLGC, the Regional Water System Master Plan started
- 2014: Regional Water System Master Plan was finalized, Converse withdrew from CVLGC, Option Agreements for water leases began
- 2015- 2017: CVLGC Carrizo Project added to Region L Plan (TWDB State Water Plan), securing water leases continued
- 2017-2019: 10,998.13 acre-feet/yr. water rights secured, preliminary well sites selected.

History:

- Develop a stand alone project wholly owned and operated by CVLGC
- Develop a hybrid project, where portions of the system are owned by CVLGC and portions of other systems are used
- Purchase treated wholesale water from another entity

A comparison was performed of existing water supplies to future population demands of CVLGC

5 potential groundwater sources were considered:

- SSLGC Guadalupe Project- SSLGC was developing up to 6,500 acre feet of ground water from the Carrizo-Wilcox Aquifer in southeastern Guadalupe County and was willing to sell their interest in the Guadalupe County project
- Carrizo Aquifer – There was potential to develop a well field in Wilson County from the Carrizo Aquifer. Option 1 was for CVLGC to develop a stand alone project and Option 2 was for CVLGC to develop a joint-use project with SSLGC
- Wilcox Aquifer – While the Wilcox Aquifer is not as prolific as the Carrizo Aquifer, it was highly
- underutilized in the study area due to water quality concerns
- TWA Carrizo Project – Texas Water Alliance (TWA) which is now Alliance Regional Water Authority (ARWA), was permitted to construct a transmission pipeline through the study area with excess water available
- RWA Brackish Wilcox Water – Regional Water was a proposed regional system in the Wilcox Aquifer in Wilson county with plans to construct a pipeline through the study area.

History Summary:

The SSLGC Guadalupe Project was initially offered for sale to CVLGC, as the project was further evaluated, both member entities of SSLGC did not agree to sell their interest in the project.

Therefore, a second option to purchase water from the project was assessed by

CVLGC. After the assessment, the Guadalupe Project was the best scoring project, however the Guadalupe Project lacked any ownership of the assets. The City of Cibolo and the City of Schertz both desired to have ownership in the water project.

Due to lack of ownership in the Guadalupe project, the next best scoring project was selected, Carrizo Option 2 which was the development of a joint-use Carrizo CVLGC/SSLGC project.

Members present also discussed the following:

CCN

Schertz Historical Annual Water Use

Cibolo Historical Annual Bill Consumption

Projections by the City of Cibolo

Proposed project map Carrizo CVLGC/SSLGC option

Combined Water Supply Projection

Schertz and Cibolo - Supply and demand projections Based on TCEQ Requirements

Schertz and Cibolo Water demand projections 2014 vs 2020

Schertz Annual Demand

Cibolo Annual Demand

Project - Current:

10,998.13 acre-feet/yr. water rights secured

Water leases secured with 89 landowners involving 158 tracts of land

Water lease payments total \$274,953 annually

Preliminary sites for 6 wells identified

Based on discussions, the consensus was to move forward with the project. It was suggested to have staff provide a talking point paper regarding issues of the project.

5. Summary, Recommendations & Discussions - Justin Murray, President
Executive Session Recommended.
6. Executive Session: Executive Session pursuant to Texas Gov't. Code Sections 551.071 and 551.072 to discuss items 4 & 5 above, as necessary.

Did not meet in Executive Session.

7. Consider and Take Action as a Result of Agenda #6.

No action taken as they did not meet in Executive Session.

8. Adjournment

Justin Murray, President CVLGC adjourned their meeting at 7:45 p.m.

A. City of Cibolo: Mayor Boyle with a motion from Joel Hicks seconded by Councilmember Quinn adjourned their meeting at 7:45.p.m.

B. City of Schertz, Mayor Gutierrez adjourned their meeting at 7:46 p.m.

Ralph Gutierrez, Mayor Schertz

Stosh Boyle, Mayor Cibolo

Justin Murray, President CVLGC

ATTEST:

Brenda Dennis, City Secretary

DRAFT

MINUTES REGULAR MEETING February 4, 2020

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 4, 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 Mark Davis; Councilmember Rosemary Scott; Councilmember Scott Larson; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

City City Manager Dr. Mark Browne; Assistant City Manager Brian James;
Staff: Assistant City Manager Charles Kelm; City Attorney Clarissa Rodriguez; City Secretary Brenda Dennis; 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.

Call to Order

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

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

A. Mayor Pro-Tem Oath of Office - Oath of Office administered to Councilmember Mark Davis. (City Secretary)

City Secretary Brenda Dennis provided the Oath of Office to newly appointed Mayor Pro-Tem Mark Davis.

Employee Recognition

- Animal Services - Bernice Phillips, Part-Time Kennel Tech. (C. Kelm/M. Bane)

Mayor Gutierrez recognized the Animal Services Department who introduced Part-Time Kennel Tech, Bernice Phillips. Mayor and Council welcomed Bernice.

Presentations

- Proclamation "Kicking off the San Antonio Stock Show and Rodeo Season". (Mayor/Ambassador Committee)

Mayor Gutierrez recognized the San Antonio Stock Show and Rodeo Ambassadors who came forward, Mayor Gutierrez read and presented the proclamation. Ambassador Barbara Hall provided information regarding the scholarship opportunities that are available through their organization.

- Proclamation President George Washington Day (Mayor/Tom Jones)

Mayor Gutierrez recognized Mr. Tom Jones who came forward, Mayor Gutierrez read and presented the proclamation recognizing President George Washington Day.

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

Mayor Gutierrez recognized City Secretary Brenda Dennis who came forward stating that the program had been expanded to include the 7th and 8th grade students from the Founders Classical Academy. Ms. Dennis provided an overview of the program, thanking all those involved in the process. She had each student provide a little information on what they had learned throughout the day. Mayor Gutierrez and City Manager Dr. Mark Browne provided the students with a certificate and plaque of appreciation.

City Events and Announcements

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

Mayor Gutierrez recognized Assistant to the City Manager Sarah Gonzalez who provided the following announcements:

- Tuesday, February 6th, Trail Rider Lunch, 11:30 a.m. Pickrell Park (Large.Pavilion)
- Saturday, February 8th, Nature Discovery Series, 10:00 a.m. Crescent Bend Nature Park, Swim N' Mores, 6:00 p.m., Schertz YMCA
- Friday, February 21st, Daddy-Daughter Dance, 7:00 to 9:00 p.m. Schertz Civic Center, Tickets on sale through Schertz.com

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

None were provided.

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

None were provided.

Hearing of Residents

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

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

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

Mayor Gutierrez recognized the following who spoke:

- Mr. Jordan DeLa Garza, 151 Loan Oak, Seguin who came forward seeking support for Monica De La Criuz- Hernandez who is running as a Republican Candidate for U.S. Congress, District 15.
- Mr. Arnold Zwicke, 1410 Gin Road, Seguin who came forward seeking support for his re-election as the Guadalupe County Sheriff.
- Ms. Jacqueline Phillips-Ott, P.O. Box 5 McQueeny, who came forward seeking support, as she is running as a Republican Candidate for 25th District Judge.

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 City Council Special meeting on 01-24-2020 and the minutes of the Regular City Council meeting on 01-28-2020. (B. Dennis)

The following was read into record:

Approval of the minutes of the City Council Special meeting on 01-24-2020 and the minutes of the Regular City Council meeting on 01-28-2020.

2. **Appointments and Resignations to the Various City Boards, Commissions and Committees** - Consideration and/or action accepting the resignation of Mr. Rick Haynes from the Board of Adjustments due to his appointment on Planning and Zoning, and the appointment of Mr. John Sellers as an Alternate Member on the Planning and Zoning Commission. (B. Dennis/Interview Committee/Council)

The following was read into record:

Accepting the resignation of Mr. Rick Haynes from the Board of Adjustments due to his appointment on Planning and Zoning, and the appointment of Mr. John Sellers as an Alternate Member on the Planning and Zoning Commission.

3. **Resolution 20-R-15** - Consideration and/or action approving a Resolution amending the Schertz Main Street Area Preservation Incentive Program. (B. James)

The following was read into record:

RESOLUTION NO. 20-R-15

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE SCHERTZ MAIN STREET AREA PRESERVATION INCENTIVE PROGRAM CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

4. **Ordinance 20-S-02** - 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) **Final Reading**

The following was read into record:

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 TRICOUNTY BUSINESS PARK II LOT 18, BLOCK 2.

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

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

Passed

Roll Call Vote Confirmation

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

Requests and Announcements

- Announcements by the City Manager.

No further announcements.

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

Mayor Gutierrez recognized Councilmember Scagliola, who made a request for information, but not as an agenda item. He would like to know who owns the properties of the lots between the Northcliffe sewage station and the Homestead and whether anyone has submitted plans in the development area. He stated he has the information written down for the City Manager.

- 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 Gutierrez recognized Councilmember Dahle who attended the following:

- Thursday, January 30th CVLGC, Schertz and Cibolo Joint meeting
- Friday, January 31st Ribbon Cutting Ceremony, BlackJack Speed Shop
- Friday evening, he did a Ride along with PD
- Saturday, February 1st The Chamber Health and Wholeness Fair

Mayor Gutierrez recognized Councilmember Scagliola who attended the following:

- Saturday, February 1st The Chamber Health and Wholeness Fair

Mayor Gutierrez recognized Councilmember Heyward who attended the following:

- January 30 and 31st attended TCMA King Cole Series Training
- Thursday, January 30th CVLGC, Schertz and Cibolo Joint meeting
- Tuesday, today participated in the Student Mayor/Student Council program

Mayor Gutierrez stated he attended the following:

- Wednesday, January 29th Greater Bexar County Council of Cities
- Friday, January 31st Ribbon Cutting Blackjack Speed Shop
- Saturday, February 1st The Chamber Health and Wholeness Fair
- Tuesday, today participated in the Student Mayors/Student Council program

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

5. Monthly update on major projects in progress/CIP. (B. James/K. Woodlee)
6. Schertz Historical Preservation Committee Annual Report. (B. James)
7. What's Developing in Schertz Webpage Update (B. James / L. Wood / E.Delgado)

Adjournment

Mayor Gutierrez adjourned the meeting at 6:24 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 11, 2020
Department: Engineering
Subject: Ordinance No 20-D-05 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, providing that the Code of Ordinances of the City of Schertz, Texas, be amended by revising Article V, Section 86-149, Parking Prohibited; regarding the establishment of no parking zones on FM 2252 on the approaches to the railroad track crossing and providing an effective date. (B. James/K. Woodlee) *First Reading*

BACKGROUND

Staff of the City of Schertz was contacted by the Union Pacific Railroad (UPRR) and the Texas Department of Transportation (TxDOT) regarding the establishment of no parking zones on FM 2252 in proximity to the railroad track crossing. There is concern that vehicles parked near the approaches to the tracks are obstructing railroad signals in this location. The traffic engineer for TxDOT recommended establishment of a no parking zone for 150 feet on each approach to the crossing.

Establishment of the proposed no parking zones was presented to the Transportation Safety Advisory Commission (TSAC) during the regular meeting on February 6, 2020. TSAC recommended approval to City Council of Ordinance 20-D-05.

GOAL

The goal of establishing the no parking zones on FM 2252 at the railroad crossing approaches is to contribute to the safe operation of the railroad which in turn contributes to safe conditions in the community.

COMMUNITY BENEFIT

The designation of the no parking zones will contribute to the safe operation of the railroad which benefits the community by maintaining transportation safety.

SUMMARY OF RECOMMENDED ACTION

It is recommended that no parking zones be established on FM 2252 on the approaches to the railroad track crossing via Ordinance 20-D-05.

FISCAL IMPACT

This ordinance has no direct fiscal impact. Signs on a TxDOT right of way are installed and maintained by TxDOT.

RECOMMENDATION

Staff recommends Council approve Ordinance 20-D-05 on first reading to amend Article V, Section 86-149 Parking Prohibited, of the Code of Ordinances of the City of Schertz, Texas, to include FM 2252 150 feet from the UPRR track crossing on each approach within the city limits.

Attachments

Ordinance 20-D-05

FM 2252 No Parking Exhibit

ORDINANCE NO. 20-D-05

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF SCHERTZ, TEXAS, BE AMENDED BY REVISING ARTICLE V, SECTION 86-149, PARKING PROHIBITED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been established that no part of FM 2252 is currently covered under Article V, Section 86-149 Parking Prohibited of the City Code of Ordinances; and

WHEREAS, Union Pacific Railroad, via the Texas Department of Transportation, has requested the establishment of a regulation prohibiting parking on FM 2252 in close proximity to the railroad crossing within the City Limits of Schertz; and

WHEREAS, it is recommended to add areas on the approach within 150 feet of the railroad track on FM 2252 to the City Code of Ordinances under Article V, Section 86-149, Parking Prohibited.

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

Section 1. Article V, Section 86-149 of the Code of Ordinances, Parking Prohibited is amended to add the following:

Street	Extent
FM 2252	150 feet on the approach on each side of the railroad crossing identified as DOT 415590X, RRMP 236.460 within the city limits

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

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

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

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

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

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

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

PASSED ON FIRST READING, the 11th of February, 2020.

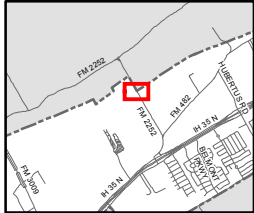
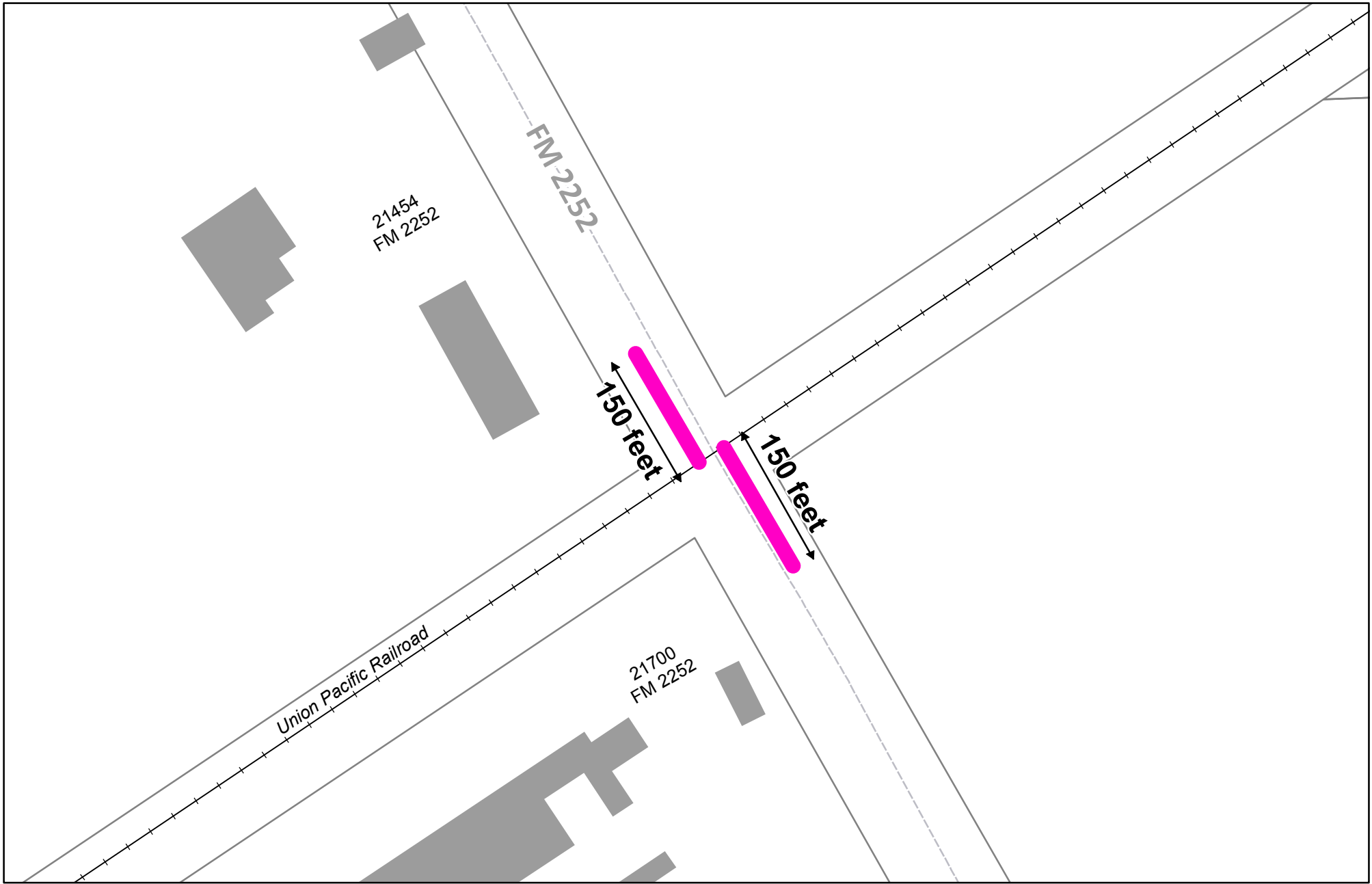
CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

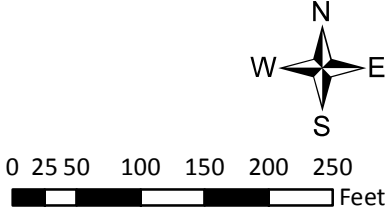
Brenda Dennis, City Secretary

(CITY SEAL)



No Parking
Ordinance 20-D-05

City of Schertz



CITY COUNCIL MEMORANDUM

City Council Meeting: February 11, 2020
Department: Public Works
Subject: Resolution No. 20-R-13 - Consideration and/or action approving a Resolution authorizing purchases not to exceed \$125,000 with Caldwell Country/aba Rockwell ford for the purchase of threere vehicles during the 2019-2020 fiscal year. (C. Kelm/D. Letbetter)

BACKGROUND

The City of Schertz (the "City") is seeking to contract with Caldwell Country/dba Rockwell Ford to purchase three trucks for Public Works during the remainder of the 2019-2020 fiscal year for total expenditures up to \$125,000. Caldwell Country/dba Rockwell Ford provided the lowest bid for three trucks compared to three other bids received from Ford dealerships as part of a Group Purchasing Cooperative Contract.

The City's Purchasing Policy authorizes City Manager, or his or her designee, to approve and execute contracts for amounts less than \$50,000 without obtaining City Council approval for such contracts. The total amount of the various separate and unrelated contracts that the City has entered with Caldwell Country/dba Rockwell Ford during the 2019-2020 fiscal year will exceed the \$50,000.

This will allow Public Works to appropriately maintain the fleet by purchasing three new vehicles to replace older vehicles and the money will come from the approved 2019-2020 Street, Water and Drainage Departments' budgets.

GOAL

To obtain approval from City Council to approve and execute contracts with Caldwell Country/aba Rockwell Ford for the purchase of three trucks. For total of expenditures with Caldwell Country/aba Rockwell Ford during the 2019-2020 fiscal year of up to \$125,000.

COMMUNITY BENEFIT

To provide the lowest cost for vehicles purchased for the City of Schertz.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council authorizes the City Manager to approve and execute contracts with Caldwell Country/dba Rockwell Ford, during the remainder of the 2019-2020 fiscal year for total expenditures with Caldwell Country/dba Rockwell Ford during the 2019-2020 fiscal year of up to \$125,000 (cumulative).

FISCAL IMPACT

No fiscal impact for approval of the Resolution. Costs associated with utilizing Caldwell Country/aba Rockwell Ford will be paid for from the appropriate department. Funds are budgeted for these services as required.

RECOMMENDATION

Staff recommends Council approve Resolution 20-R-13

Attachments

Resolution 20-R-13

RESOLUTION NO. 20-R-13

A RESOLUTION BY THE CITY COUNCIL OF SCHERTZ AUTHORIZING PURCHASES NOT TO EXCEED \$125,000 WITH CALDWELL COUNTRY FORD FOR THE REPLACEMENT OF THREE TRUCKS.

WHEREAS, the Public Works Drainage Department has a need to continue purchasing trucks to maintain an aging fleet.; and

WHEREAS, the City of Schertz is therefore expecting the total purchases to exceed the \$50,000 threshold there is a necessity for Council to authorize the additional expenditures; and

WHEREAS, the Public Works Drainage Department has done due diligence in researching local suppliers, to obtain the best pricing and service that ensures longevity in its use; and

WHEREAS, the Public Works Streets and Water Department has chosen Caldwell Country Ford, an authorized Buy Board Purchasing Cooperative vendor, for the purchase of three trucks.; and

WHEREAS, the BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, BuyBoard gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping and ordering; and

WHEREAS, purchases under the cooperative programs meet the requirements under the Texas Local Government Purchasing Code rule for cooperative purchases as adopted by the City of Schertz Resolution 20-R-13 on August 30, 2011 amending the City's purchasing policy; and

WHEREAS, BuyBoard gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping and ordering; and

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

Section 1. The City Council hereby authorizes purchases with Caldwell Country Ford not to exceed **Seventy One Hundred and Twenty Five Thousand (\$125,000.00).**

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

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

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

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

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

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

PASSED AND ADOPTED, this 11th day of February, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 11, 2020
Department: Public Works
Subject: Resolution No. 20-R-14 - Consideration and/or action approving a Resolution authorizing contracts totaling no more than \$175,000 with C-3 Environmental Construction, LLC for labor and related materials for various separate and unrelated concrete related projects during the 2019-2020 fiscal year. (S. Williams/D. Letbetter)

BACKGROUND

The City of Schertz (the “City”) has contracted with C-3 Environmental Construction for labor and related materials for concrete projects. C-3 Environmental Construction has a reputation of consistently providing quality work for low prices compared to other local contractors. The various contracts between the City and C-3 Construction have been related to work for the City’s Public Works Department, as well as for other City departments.

The City’s Purchasing Policy authorizes City Manager, or his or her designee, to approve and execute contracts for amounts less than \$50,000 without obtaining City Council approval for such contracts. The total amount of the various separate and unrelated contracts that the City has entered with C-3 Environmental Construction during the 2019-2020 fiscal year will be above \$50,000.

Due to C-3 Environmental Construction reputation of consistently providing a quality job for a low price, the City staff desires to continue to work with C-3 Environmental Construction in connection with one or more additional separate and unrelated concrete related projects during the remainder of the 2019-2020 fiscal year for total expenditures with C-3 Environmental during the 2019-2020 fiscal year of up to \$175,000.

As one of those additional projects, the Public Works Department will complete the 2018-2019 Main St. sidewalk project, which includes connecting areas where there is currently not a sidewalk, implement ADA compliance, and remove several trip hazards.

The Public Works Department and the Purchasing Department solicited sealed bids from local concrete contractors. We then chose two contractors that the City contracted with for the remainder of this FY. The money for this sidewalk project is budgeted for the Main St. beautification.

GOAL

To obtain approval from City Council to approve and execute contracts with C-3 Environmental Construction for additional separate and unrelated projects, including the 2018-2019 Main St sidewalk project, during the remainder of the 2019-2020 fiscal year for total expenditures with C-3 Environmental Construction during the 2019-2020 fiscal year of up to \$175,000.

COMMUNITY BENEFIT

To provide the best services at the lowest cost for labor and related materials for various separate and unrelated concrete related projects within the City of Schertz.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council authorizes the City Manager to approve and execute contracts with C-3 Environmental Construction for additional separate and unrelated projects, including the 2018-2019 Main St. sidewalk project, during the remainder of the 2019-2020 fiscal year for total expenditures with C-3 Environmental Construction during the 2019-2020 fiscal year of up to \$175,000 (cumulative).

FISCAL IMPACT

No fiscal impact for approval of the Resolution. Costs associated with utilizing C-3 Environmental will be paid for from the appropriate funding. Funds are budgeted for these services as required.

RECOMMENDATION

Staff recommends Council approve Resolution 20-R-14

Attachments

Resolution 20-R-14

RESOLUTION NO. 20-R-14

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING CONTRACTS TOTALING NO MORE THAN \$175,000 WITH C-3 ENVIRONMENTAL CONSTRUCTION, LLC FOR LABOR AND RELATED MATERIALS FOR VARIOUS SEPARATE AND UNRELATED CONCRETE RELATED PROJECTS DURING THE 2019-2020 FISCAL YEAR AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the “City”) has contracted with C-3 Environmental Construction, LLC for labor and related materials for various separate and unrelated concrete related projects(Main St. Sidewalk Project); and

WHEREAS, City staff has received qualifications indicating that C-3 Environmental Construction is qualified to provide such services for the City; and

WHEREAS, the various contracts between the City and C-3 Environmental Construction have been related to work for the City’s Public Works Department, as well as for other departments of the City; and

WHEREAS, C-3 Environmental Construction has a reputation of consistently providing a quality job for a low price compared to other local contractors; and

WHEREAS, the City’s Purchasing Policy, adopted and approved by the City Council of the City (the “City Council”) pursuant to Resolution No. 11-R-14, authorizes the City Manager, or his or her designee, to approve and execute contracts for amounts less than \$50,000 without obtaining City Council approval for such contracts; and

WHEREAS, the total amount of the various separate and unrelated contracts that the City has entered into with C-3 Environmental Construction during the 2019-2020 fiscal year will exceed \$50,000; and

WHEREAS, due to C-3 Construction reputation of consistently providing a quality job for a low price, the City staff desires to continue to work with C-3 Environmental Construction in connection with one or more additional separate and unrelated concrete related projects during the remainder of the 2019-2020 fiscal year, for total expenditures with C-3 Environmental Construction during the 2019-2020 fiscal year of up to \$175,000; and

WHEREAS, the City staff has obtained bids for on call concrete contractors and C-3 Environmental Construction is one of two contractors that the city picked to be in contract with the city. To be used on one of the anticipated upcoming projects (Main St. Sidewalk Project) and C-3 Environmental Construction has offered the lowest price to the City for the project; and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of the City for the City to continue to be able to utilize C-3 Environmental Construction for

additional separate and unrelated projects, including the Anticipated Project (Main St. Sidewalk Project), that may arise during the remainder of the 2019-2020 fiscal year; and

WHEREAS, the City Council desires to allow the City Manager to approve and execute contracts with C-3 Environmental Construction for additional separate and unrelated projects, including the Anticipated Project (Main St. Sidewalk Project), during the remainder of the 2019-2020 fiscal year for total expenditures with C-3 Environmental Construction during the 2019-2020 fiscal year of up to \$175,000.

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 approve and execute contracts with C-3 Environmental Construction for additional separate and unrelated projects, including the Anticipated Project (Main St. Sidewalk Project), during the remainder of the 2019-2020 fiscal year for total expenditures with C-3 Environmental during the 2019-2020 fiscal year of up to \$175,000.

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

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

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

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

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

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

PASSED AND ADOPTED, this 11th day of February, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: February 11, 2020
Department: Executive Team
Subject: Resolution No. 20-R-21 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving requests for Schertz Main Street Local Flavor Economic Development Grants for 816 Main and 405 Main. (B. James)

BACKGROUND

The owner of the property at 405 Main and the tenant with the owner at 816 Main are applying for Local Flavor Grants. There are different owners of both properties, but staff is seeking approval through one resolution. The work proposed at 405 Main is for plumbing and electrical modifications that is required per the building code and was discovered after an application for a new CO associated with a tenant finish out permit was received. 405 is the location of the UHaul Rental and Laundrymat. A new beauty salon is proposed for the vacant space. The cost of the work at this time is estimated to be \$1,500. The owner anticipated applying in a few months for another grant for more electrical/plumbing work.

The tenant in conjunction with the owner of 816 Main is applying for a grant for a variety of work in order to open a real estate office and coffee shop. The eligible work will potentially be across all 4 categories of grant but the total capped for this calendar year is \$20,000.

GOAL

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

COMMUNITY BENEFIT

Encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street. Promote commercial development. Stabilize and improve property values. Foster civic pride. Strengthen the economy of the City by protecting and enhancing the attractiveness of the Main Street area to residents and visitors, as well as provide support to local businesses.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 20-R-21 approving a Schertz Main Street Local Flavor Economic Development Grant for up to \$20,000 for 816 Main Street subject to the applicant entering into the incentive agreement and 405 Main for up to \$750.

FISCAL IMPACT

Up to \$20,750 for both grants.

RECOMMENDATION

Approval of resolution 20-R-21

Attachments

Res 20 R 21

Template Funding Agreement

RESOLUTION NO. 20-R-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 816 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH

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

WHEREAS, the City of Schertz desires to encourage the attraction of small businesses that will create local charm and help develop a sense of place in and around Main Street;

WHEREAS, the City of Schertz desires to stabilize and improve property values; and

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

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

WHEREAS, the City Council approved the Schertz Main Street Local Flavor Economic Development Grant;

WHEREAS, staff is in support of this program and recommended approval of the grant request for 816 Main Street for up to \$20,000 and up to \$750 for 405 Main Street;

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

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 816 Main Street and 405 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

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

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

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

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

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

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

PASSED AND ADOPTED, this 11th day of February, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

Exhibit A

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT PROGRAM
FUNDING AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND
_____ FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS

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

WHEREAS, the ENTITY has developed a proposal to

(the "Project"); and

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

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

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

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

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

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

WHEREAS, the City Council of the City of Schertz desires to provide funds to
_____ (ENTITY).

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

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is to provide funding to the ENTITY for the project identified in the attached Exhibit "A" (the "Project"), the intent of which is to promote state and local economic development and to stimulate business and commercial activity in the municipality to encourage and expansion and attract small businesses that create local charm and help develop a sense of place in and around Main Street, promote commercial development, stabilize and improve property values, foster civic pride, and protect and enhance the attractiveness of the Main Street area to residents and visitors.

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

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

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

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

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

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

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

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

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

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

to the CITY at:

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

To _____
Attention: _____

MISCELLANEOUS

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

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

Section 13. Assignment. Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

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

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

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

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

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

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

IN WITNESS HEREOF, the CITY and ENTITY make and execute this AGREEMENT to be effective this _____ day of _____, 20____.

CITY OF SCHERTZ, TEXAS

ENTITY

City Manager

(Title)

ATTEST:

City Secretary

(Title)

EXHIBIT A

[Describe the project to be performed]

CITY COUNCIL MEMORANDUM

City Council Meeting: February 11, 2020
Department: Engineering
Subject: Ordinance 20-D-03 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas, providing that the Code of Ordinances of the City of Schertz, Texas, be amended by revising Chapter 86, Article V, Section 86-149 Parking Prohibited; removing the no parking zone on Greenridge in the Fairhaven Subdivision, and providing an effective date. *First Reading* (B. James/K. Woodlee)

BACKGROUND

In August 2017, at the recommendation of City Staff and the Transportation Safety Advisory Commission (TSAC), City Council approved an ordinance establishing a no parking zone on Greenridge in the Fairhaven Subdivision. The specific location of the zones is approximately 20 feet along the curbs, just in front of the security gate between Fairhaven and Scenic Hills, and on top of drainage inlet structures. The purpose of the parking prohibition was to maintain unimpeded flow of stormwater to the drainage inlets. Since that time, the curb inlets have been replaced with a grate inlet that runs across the entire width of the street. Since there are no longer curb inlets that need to remain clear, the prohibition of parking in these locations is no longer needed.

The elimination of the No Parking zones at this location was presented to the TSAC at the regular meeting on February 6, 2020. TSAC recommended approval of the ordinance eliminating the No Parking zones along the curbs for approximately 20 feet in front of the gate.

It should be noted that parking should and will remain prohibited directly in front of the emergency access gate since that space is in the lane of travel portion of the road width. Emergency services personnel confirmed that vehicles parked along the curb do not interfere with access to and through the gate.

GOAL

The goal of this ordinance is to eliminate an unnecessary regulation prohibiting parking in certain areas on Greenridge in the Fairhaven Subdivision.

COMMUNITY BENEFIT

Allowing on street parking where appropriate is a benefit to residents and property owners in the community.

SUMMARY OF RECOMMENDED ACTION

It is recommended that Council approves Ordinance 20-D-03 to amend Code of Ordinances Chapter 86, Article V, Section 86-149 Parking Prohibited to remove the no parking zones on Greenridge.

FISCAL IMPACT

There is no fiscal impact associated with this ordinance.

RECOMMENDATION

Staff and TSAC recommend that Council approves Ordinance 20-D-XX to amend Chapter 86, Article V, Section 86-149 Parking Prohibited of the Code of Ordinances to eliminate the No Parking areas established on Greenridge along the curbs in front of the emergency access gate between Fairhaven and Scenic Hills.

Attachments

Ordinance 20-D-03
Exhibits

ORDINANCE NO. 20-D-03

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF SCHERTZ, TEXAS BE AMENDED BY REVISING CHAPTER 86, ARTICLE V, SECTION 86-149 PARKING PROHIBITED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been established that parking should be allowed in the spaces along the curbs in the Fairhaven Subdivision on Greenridge, 20' in front of the emergency access gate to the Scenic Hills Community Subdivision that was previously established as a No Parking Zone. The No Parking zone was established to prevent any vehicles from interfering with the function of drainage inlets that have since been removed. This No Parking zone is currently covered under Chapter 86, Article V, Section 86-149 Parking Prohibited of the City Code of Ordinances; and

WHEREAS, it is recommended to remove these areas as shown in Exhibit A from the City Code of Ordinances under Article V, Section 86-149, Parking Prohibited.

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

Section 1. Chapter 86, Article V, Section 86-149.(a) of the Code of Ordinances, Parking Prohibited by the City of Schertz, Texas, is amended to remove the following:

Street	Extent
Greenridge	20' in front of emergency access gate on Greenridge (in Fairhaven Subdivision) along the curb and gutter.

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

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

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

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of

such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

Section 8. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Approved on first reading the 11th day of February, 2020.

Ralph Gutierrez, Mayor

ATTEST:

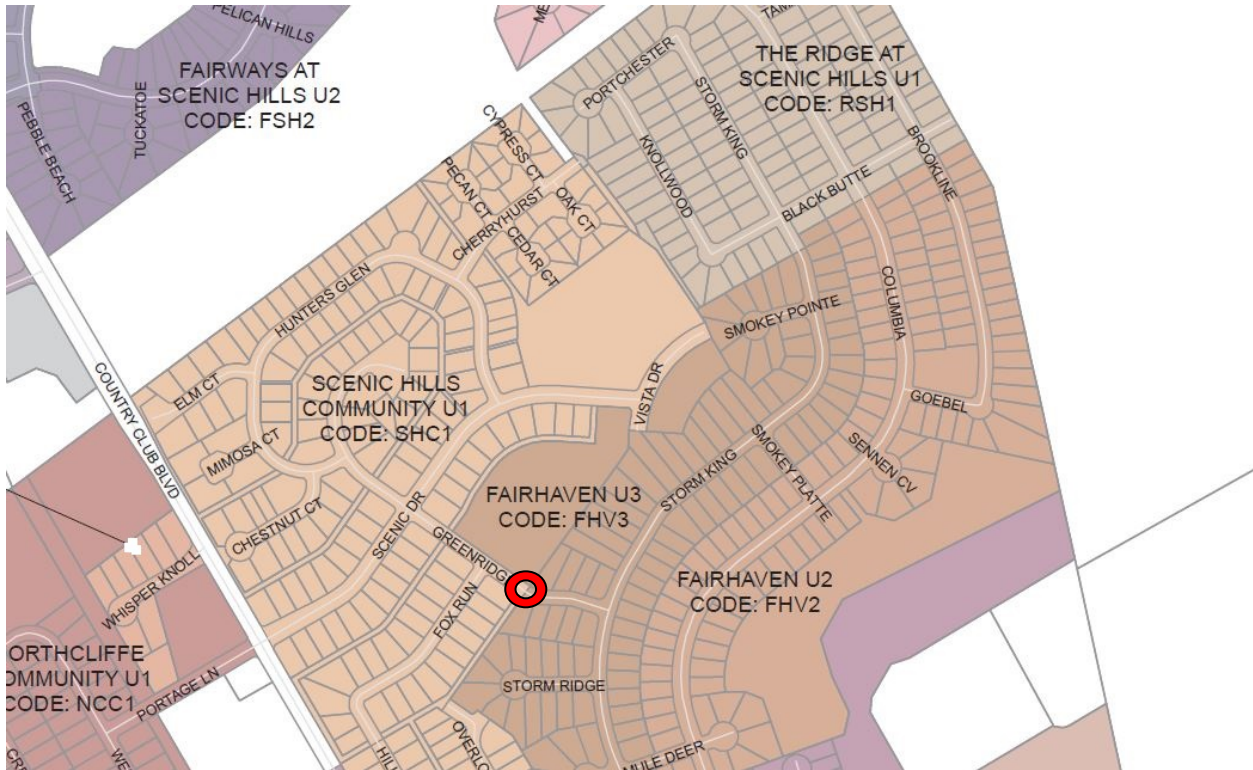
Brenda Dennis, City Secretary


(SEAL OF THE CITY)



Exhibit A: No Parking Zone proposed to be removed (~20 ft.) on Greenridge in Fairhaven Subdivision.

GREENRIDGE, FAIRHAVEN SUBDIVISION
LOCATION OF NO PARKING AREA RECOMMENDED TO BE ELIMINATED
ORDINANCE 20-D-03



 Subdivision separation by emergency gate



CITY COUNCIL MEMORANDUM

City Council Meeting: February 11, 2020

Department: Engineering

Subject: Resolution No. 20-R-18 - Consideration and/or action approving a Resolution authorizing a contract with Alamo City Constructors, INC. relating to the 2018 SPAM Rehabilitation Project and authorizing the budget expenditures for the project. (B. James/J. Nowak)

BACKGROUND

The 2018 Street Preservation and Maintenance/Rehabilitation Project was previously bid and no bids were received. Based on contractor feedback, the bid package was modified and the project was re-bid in September.

The bid package was split into three schedules. Each schedule represents work items of a similar nature. Schedule I is for reconstruction of a segment of Tri-County Parkway (I-35 to Corridor Parkway) and a segment of Schertz Parkway (Maske Road to Woodland Oaks Drive) with a concrete pavement section. Schedule II is for Northcliffe reclamation, reconstruction of a segment of Randolph Avenue (Main Street to Exchange Avenue), and an overlay to a portion of Schertz Parkway (Live Oak Road to Beck Street). Schedule III is for applying a chip seal to several areas (Randolph Avenue, a segment of Curtiss Avenue, Live Oak Road, Greenfield Village subdivision, The Estates at Wilson's Preserve subdivision, Deer Haven subdivision, and Lone Oak subdivision). The bid package allowed for awarding a single contract for all three schedules or individual contracts for each schedule.

Three bids were received on October 3, 2019, for the project. One bidder bid on all three schedules; one bidder bid on Schedule I only, and one bidder bid on Schedule III only. The bids received for Schedules II and III were significantly higher than the Engineer's estimate, while the lowest bid received for Schedule I was acceptable. On November 11, 2019, Council awarded a construction contract to the lowest bid received for Schedule I and rejected all other bids. The remaining Schedules were re-named and re-bid as separate projects. Schedule II was renamed "2018 SPAM Rehabilitation Project."

Two bids were received on January 22, 2020, for the 2018 SPAM Rehabilitation Project. Selection of the best bid was based primarily on cost. All bidders were required to submit additional information, such as experience on similar projects; experience on public projects; available resources to complete the project; corporate history and stability; and references. The additional information was used to verify the bidders were capable of completing the project. Based on the information provided, both bidders are capable of completing the project work they bid on. The lowest bid received was from Alamo City Constructors, Inc. and was higher than the Engineer's Estimate. However, the bid was lower than the bid received for Schedule II on October 3, 2019. In the analysis of the bids received, Staff noted that asphalt oil prices in our area have increased significantly since the Engineer's Estimate was created for the project. Based on the analysis, staff feels it is appropriate to award a construction contract for the project.

A construction contract awarded to Alamo City Constructors, Inc. would rehabilitate Streets in Northcliffe; reconstruct Randolph from Main to Exchange; and overlay Schertz Parkway from Live Oak

to Beck Street.

GOAL

To obtain authorization from City Council to execute a construction contract with Alamo City Constructors, Inc. for \$2,881,784, and a not to exceed amount of \$3,150,000, for the 2018 SPAM Rehabilitation Project.

COMMUNITY BENEFIT

The project will rehabilitate/reclaim existing streets in the Northcliffe Subdivision; reconstruct Randolph from Main to Exchange; and overlay Schertz Parkway from Live Oak to Beck Street. The Northcliffe streets recently had the water lines replaced and represent the last area of the subdivision that water line replacement and street rehabilitation would be completed. The existing pavement section in Randolph from Main to Exchange is inadequate for the traffic loading on the pavement. Public Works has to routinely patch and re-patch this section of the street. The proposed new section will handle the traffic loading and reduce the repair/maintenance needs. The Schertz Parkway overlay will remove four inches of existing material and replace it with four inches of new asphalt. The existing asphalt thickness of two inches is not sufficient to handle the current and expected traffic loading. The overlay will support the future traffic loading and be less costly to perform pavement preservation work in the future.

SUMMARY OF RECOMMENDED ACTION

Approve the contract for the 2018 SPAM Rehabilitation project to Alamo City Constructors, Inc. for \$2,890,486, and a not to exceed amount of \$3,150,000.

FISCAL IMPACT

The cost of the project shall not exceed \$3,150,000 and funding is available from proceeds of Certificates of Obligation for Road Improvements.

RECOMMENDATION

Staff recommends Council approve Resolution 20-R-18 and award the bid for the 2018 SPAM Rehabilitation Project to Alamo City Constructors, Inc. for \$2,881,784, and a not to exceed amount of \$3,150,000.

Attachments

Resolution

Bid Tabulation - Rehab

SPAM Projects Status

SPAM Rehabilitation Agreement

RESOLUTION NO. 20-R-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH ALAMO CITY CONSTRUCTORS, INC. RELATING TO THE 2018 SPAM REHABILITATION PROJECT AND AUTHORIZING THE BUDGET EXPENDITURES FOR THE PROJECT

WHEREAS, The City staff of the City of Schertz (the “City”) has recommended that the City accept the bid from Alamo City Constructors, Inc. relating to the 2018 SPAM Rehabilitation Project and approve the project expenditures; and

WHEREAS, City staff has received qualifications indicating that Alamo City Constructors, Inc. is qualified to provide such services for the City; and

WHEREAS, the project will be funded from Certificates of Obligation for Road Improvements.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the contract with Alamo City Constructors, Inc. for an amount of \$2,881,784.00 with an amount not to exceed \$3,150,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED, this 11th day of February, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

BID TABULATION

BID/RFP#	2020-005	BID/RFP NAME:	SPAM Rehabilitation Project		BUYER:	JULIE GOHLKE	
				VENDOR ONE (1)		VENDOR TWO (2)	
Company Name Point of Contact Phone Number Email Address HUB Status				DIAMOND X CONTRACTING		ALAMO CITY CONSTRUCTORS, INC	
				DAVID COLEMAN		GREGORY ALEXANDER	
				RDUFENEZ@DXCONTRACTING.COM		MELANIE@ALAMOCITYCONSTRUCTORS.COM	
	Item#	QTY	UOM	Item Price	Extended Price	Item Price	Extended Price
Schedule A	Schedule A -- Mobilization	1	LS	\$70,000.00	\$70,000.00	\$40,076.00	\$40,076.00
Schedule A	Meter Box Adjustment	19	EACH	\$550.00	\$10,450.00	\$50.00	\$950.00
Schedule A	Manhole Adjustment (Sewer)	33	EACH	\$800.00	\$26,400.00	\$1,797.00	\$59,301.00
Schedule A	Valve Box Adjustment	59	EACH	\$640.00	\$37,760.00	\$571.00	\$33,689.00
Schedule A	Remove Sidewalk and Driveway	1994	SY	\$12.70	\$25,323.80	\$28.00	\$55,832.00
Schedule A	Removal of Curb and Gutter	4772	LF	\$8.00	\$38,176.00	\$4.00	\$19,088.00
Schedule A	Removal of Miscellaneous Concrete	90	SY	\$15.00	\$1,350.00	\$31.00	\$2,790.00
Schedule A	Hot Mix Asphalt Pavement Type D (2")	3936	TN	\$87.00	\$342,432.00	\$99.00	\$389,664.00
Schedule A	Concrete Pavement (6") SY	90	SY	\$150.00	\$13,500.00	\$102.00	\$9,180.00
Schedule A	Concrete Driveway (Residential)	1239	SY	\$156.00	\$193,284.00	\$83.00	\$102,837.00
Schedule A	Concrete Driveway (Commercial)	27	SY	\$170.00	\$4,590.00	\$95.00	\$2,565.00
Schedule A	Concrete Curb and Gutter	4777	LF	\$38.00	\$181,526.00	\$29.00	\$138,533.00
Schedule A	Concrete Sidewalk	909	SY	\$109.00	\$99,081.00	\$76.00	\$69,084.00
Schedule A	Bermuda Sodding	1001	SY	\$8.00	\$8,008.00	\$11.00	\$11,011.00
Schedule A	Sign Relocate	12	EACH	\$710.00	\$8,520.00	\$152.00	\$1,824.00
Schedule A	Mailbox Relocate	25	EACH	\$750.00	\$18,750.00	\$184.00	\$4,600.00
Schedule A	Concrete Valley Gutter	48	SY	\$160.00	\$7,680.00	\$63.00	\$3,024.00
Schedule A	Cement Treatment (8" Reclaimed Base)	35710	SY	\$14.00	\$499,940.00	\$14.00	\$499,940.00
Schedule A	Remove and Replace 9" Retaining Wall	45	LF	\$225.00	\$10,125.00	\$432.00	\$19,440.00
	Total Schedule A				\$1,596,895.80		\$1,463,428.00
Schedule B	Mobilization	1	LS	\$67,000.00	\$67,000.00	\$35,540.00	\$35,540.00
Schedule B	Manhole Adjustment (Sewer)	12	EACH	\$1,100.00	\$13,200.00	\$1,797.00	\$21,564.00
Schedule B	Valve Box Adjustment	32	EACH	\$700.00	\$22,400.00	\$571.00	\$18,272.00
Schedule B	Manhole Adjustment (Storm)	5	EACH	\$1,100.00	\$5,500.00	\$1,797.00	\$8,985.00
Schedule B	Remove Sidewalk and Driveway	227	SY	\$102.00	\$23,154.00	\$35.00	\$7,945.00
Schedule B	Salvaging, Hauling, and Stockpiling Excess Reclaimable Asphalt & Base Blend (4")	33851	SY	\$6.00	\$203,106.00	\$5.00	\$169,255.00
Schedule B	Removal of Curb and Gutter	327	LF	\$10.00	\$3,270.00	\$26.00	\$8,502.00

Schedule B	Hot Mix Asphalt Pavement Type D (4") (PG 76-22)	7454	TN	\$91.00	\$678,314.00	\$102.00	\$760,308.00
Schedule B	Prime Coat	6786	GAL	\$5.90	\$40,037.40	\$8.00	\$54,288.00
Schedule B	Portland Cement Concrete Driveway (Residential)	37	SY	\$150.00	\$5,550.00	\$123.00	\$4,551.00
Schedule B	RPM Type I-C	127	EACH	\$8.00	\$1,016.00	\$6.00	\$762.00
Schedule B	RPM Type II A-A	96	EACH	\$8.00	\$768.00	\$6.00	\$576.00
Schedule B	4" Yellow Thermoplastic Stripe	8092	LF	\$2.60	\$21,039.20	\$1.00	\$8,092.00
Schedule B	4" Solid White Thermoplastic Stripe	2409	LF	\$2.50	\$6,022.50	\$1.00	\$2,409.00
Schedule B	4" Dashed White Thermoplastic Stripe	10006	LF	\$2.50	\$25,015.00	\$1.00	\$10,006.00
Schedule B	24" White Thermoplastic Stripe	2018	LF	\$2.50	\$5,045.00	\$8.00	\$16,144.00
Schedule B	24" Yellow Thermoplastic Stripe	349	LF	\$11.00	\$3,839.00	\$9.00	\$3,141.00
Schedule B	White Thermoplastic Word "ONLY"	13	EACH	\$240.00	\$3,120.00	\$381.00	\$4,953.00
Schedule B	White Thermoplastic Arrow (Left/Right/Straight)	13	EACH	\$240.00	\$3,120.00	\$317.00	\$4,121.00
Schedule B	4" Dashed Yellow Thermoplastic Stripe	3267	LF	\$2.70	\$8,820.90	\$1.00	\$3,267.00
Schedule B	8" White Thermoplastic Stripe	1396	LF	\$3.80	\$5,304.80	\$3.00	\$4,188.00
Schedule B	White Thermoplastic Railroad Crossing Symbol	1	EACH	\$590.00	\$590.00	\$1,143.00	\$1,143.00
Schedule B	Concrete Curb and Gutter	327	LF	\$40.00	\$13,080.00	\$32.00	\$10,464.00
Schedule B	Concrete Sidewalk	227	SY	\$100.00	\$22,700.00	\$83.00	\$18,841.00
Schedule B	Bermuda Sodding	132	SY	\$8.00	\$1,056.00	\$11.00	\$1,452.00
Schedule B	Sign Relocate	2	EACH	\$400.00	\$800.00	\$152.00	\$304.00
Schedule B	Remove and Replace 9" Retaining Wall	48	LF	\$210.00	\$10,080.00	\$457.00	\$21,936.00
Schedule B	Railroad Insurance Permit	1	LS	\$15,000.00	\$15,000.00	\$30,675.00	\$30,675.00
Schedule B	Railroad Flagman	5	DAY	\$6,000.00	\$30,000.00	\$610.00	\$3,050.00
	TOTAL SCHEDULE B				\$1,237,947.80		\$1,234,734.00
Schedule C	Schedule C - Mobilization	1	LS	\$30,000.00	\$30,000.00	\$8,321.00	\$8,321.00
Schedule C	Meter Box Adjustment	1	EACH	\$810.00	\$810.00	\$508.00	\$508.00
Schedule C	Manhole Adjustment (Sewer)	1	EACH	\$1,100.00	\$1,100.00	\$1,797.00	\$1,797.00
Schedule C	Valve Box Adjustment	2	EACH	\$980.00	\$1,960.00	\$571.00	\$1,142.00
Schedule C	Manhole Adjustment (Storm)	1	EACH	\$1,100.00	\$1,100.00	\$1,797.00	\$1,797.00
Schedule C	Remove Sidewalk and Driveway	197	SY	\$15.00	\$2,955.00	\$26.00	\$5,122.00
Schedule C	Salvaging, Hauling, and Stockpiling Excess Reclaimable Asphalt & Base Blend (11")	1560	SY	\$7.00	\$10,920.00	\$8.00	\$12,480.00
Schedule C	Removal of Curb and Gutter	646	LF	\$8.00	\$5,168.00	\$8.00	\$5,168.00
Schedule C	Roadway Excavation (4.5")	195	CY	\$50.00	\$9,750.00	\$49.00	\$9,555.00
Schedule C	Flex Base (12")	1560	SY	\$20.00	\$31,200.00	\$16.00	\$24,960.00
Schedule C	Hot Mix Asphalt Pavement Type D (3.5") (PG 64-22)	262	TN	\$134.00	\$35,108.00	\$103.00	\$26,986.00
Schedule C	Prime Coat	312	GAL	\$6.00	\$1,872.00	\$5.00	\$1,560.00
Schedule C	Concrete Driveway (Residential)	68	SY	\$160.00	\$10,880.00	\$97.00	\$6,596.00

Schedule C	4" Double Yellow Thermoplastic Stripe	480	LF	\$2.50	\$1,200.00	\$4.00	\$1,920.00
Schedule C	4" White Thermoplastic Stripe	430	LF	\$2.50	\$1,075.00	\$4.00	\$1,720.00
Schedule C	4" White Dashed Thermoplastic Stripe	50	LF	\$2.60	\$130.00	\$4.00	\$200.00
Schedule C	24" White Thermoplastic Stripe	145	LF EA	\$11.00	\$1,595.00	\$9.00	\$1,305.00
Schedule C	White Thermoplastic Bike Symbol	3	EACH	\$240.00	\$720.00	\$571.00	\$1,713.00
Schedule C	Straight White Thermoplastic Arrow (Bike)	3	EACH	\$240.00	\$720.00	\$190.00	\$570.00
Schedule C	Concrete Curb and Gutter	646	LF	\$38.00	\$24,548.00	\$27.00	\$17,442.00
Schedule C	Concrete Sidewalk	340	SY	\$113.00	\$38,420.00	\$76.00	\$25,840.00
Schedule C	Bermuda Sodding	320	SY	\$8.00	\$2,560.00	\$11.00	\$3,520.00
Schedule C	Cement Treatment (12" Base/Subgrade Blend)	1560	SY	\$17.00	\$26,520.00	\$15.00	\$23,400.00
TOTAL SCHEDULE C					\$240,311.00		\$183,622.00
TOTALS				VENDOR 1 TOTAL	\$3,075,154.60	VENDOR 2 TOTAL	\$2,881,784.00

SPAM Projects Current Status

Tri County Parkway reconstruction – Started January 23. Completion March.

Schertz Parkway reconstruction (Maske to Woodland Oaks) – Start in March. Complete in June

Northcliffe, Randolph reconstruction, and Schertz Parkway overlay (Live Oak to Beck) – contract award February 11. Hoping for construction to start during the Spring 2020.

Chip seal (Randolph Avenue, a segment of Curtiss Avenue, Live Oak Road, Greenfield Village subdivision, The Estates at Wilson's Preserve subdivision, Deer Haven subdivision, and Lone Oak subdivision) – contract award February 11. Hoping for construction to start during the Summer 2020.

2020 SPAM chip seal/slurry seal – Resolution to award consultant contract anticipated to go to City Council on February 25, 2020 for approval. Hoping for construction to start during the Summer of 2020.

2020 SPAM reconstruction/rehabilitation – Resolution to award consultant contract anticipated to go to City Council on February 25, 2020 for approval. Hoping for construction to start during the Summer of 2020.

2020 SPAM design – Under review.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Schertz ("Owner") and
ALAMO CITY CONSTRUCTORS, INC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2018 Street Preservation and Maintenance Project

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Lockwood, Andrews, & Newnam, Inc.
- 3.02 The Owner has retained the City of Schertz Engineering Department ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days
- B. The Work is expected to be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the

Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

1. **Six hundred dollars (\$600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

BID SCHEDULE A – NORTHCLIFFE RECLAMATION					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	Mobilization	LS	1	\$40,076.00	\$40,076.00
2086.1	Meter Box Adjustment	EA	19	\$50.00	\$50.00
2086.2	Manhole Adjustment (Sewer)	EA	33	\$1,797.00	\$59,301.00
2086.3	Valve Box Adjustment	EA	59	\$571.00	\$33,689.00
2221.1	Remove Sidewalk and Driveway	SY	1994	\$28.00	\$55,832.00
2221.8	Removal of Curb and Gutter	LF	4772	\$4.00	\$19,088.00
2221.9	Removal of Miscellaneous Concrete	SY	90	\$31.00	\$2,790.00
2741.1	Hot Mix Asphalt Pavement Type D (2") (PG 64-22)	TN	3936	\$99.00	\$389,664.00
2751.2	Concrete Pavement (6")	SY	90	\$102.00	\$9,180.00
2754.1	Concrete Driveway (Residential)	SY	1239	\$83.00	\$102,837.00
2754.2	Concrete Driveway (Commercial)	SY	27	\$95.00	\$2,565.00
2771	Concrete Curb and Gutter	LF	4777	\$29.00	\$138,533.00
2775.1	Concrete Sidewalk	SY	909	\$76.00	\$69,084.00
2922	Bermuda Sodding	SY	1001	\$11.00	\$11,011.00
SUP-1	Sign Relocate	EA	12	\$152.00	\$1,824.00
SUP-2	Mailbox Relocate	EA	25	\$184.00	\$4,600.00
SUP-3	Concrete Valley Gutter	SY	48	\$63.00	\$3,024.00
SUP-6.2	Cement Treatment (8" Reclaimed Base)	SY	35710	\$14.00	\$499,940.00
SUP-7	Remove and Replace 9" Retaining Wall	LF	45	\$432.00	\$19,440.00
Total of All Unit Price Bid Items – Schedule A					\$1,463,428.00

BID SCHEDULE B –SCHERTZ PARKWAY MILL & OVERLAY					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	Mobilization	LS	1	\$35,540.00	\$35,540.00
2086.2	Manhole Adjustment (Sewer)	EA	12	\$1,797.00	\$21,564.00
2086.3	Valve Box Adjustment	EA	32	\$571.00	\$18,272.00
2086.4	Manhole Adjustment (Storm)	EA	5	\$1,797.00	\$8,985.00
2221.1	Remove Sidewalk and Driveway	SY	227	\$35.00	\$7,945.00
2221.3	Salvaging, Hauling, and Stockpiling Excess Reclaimable Asphalt & Base Blend (4")	SY	33851	\$5.00	\$169,255.00
2221.8	Removal of Curb and Gutter	LF	327	\$26.00	\$8,502.00
2741.3	Hot Mix Asphalt Pavement Type D (4") (PG 76-22)	TN	7454	\$102.00	\$760,308.00
2742	Prime Coat	GAL	6786	\$8.00	\$54,288.00
2754.1	Portland Cement Concrete Driveway (Residential)	SY	37	\$123.00	\$4,551.00
2764.1	RPM Type I-C	EA	127	\$6.00	\$762.00
2764.2	RPM Type II A-A	EA	96	\$6.00	\$576.00
2767.1	4" Yellow Thermoplastic Stripe	LF	8092	\$1.00	\$8,092.00
2767.2	4" Solid White Thermoplastic Stripe	LF	2409	\$1.00	\$2,409.00
2767.3	4" Dashed White Thermoplastic Stripe	LF	10006	\$1.00	\$10,006.00
2767.4	24" White Thermoplastic Stripe	LF	2018	\$8.00	\$16,144.00
2767.5	24" Yellow Thermoplastic Stripe	LF	349	\$9.00	\$3,141.00
2767.6	White Thermoplastic Word "ONLY"	EA	13	\$381.00	\$4,953.00
2767.7	White Thermoplastic Arrow (Left/Right/Straight)	EA	13	\$317.00	\$4,121.00
2767.10	4" Dashed Yellow Thermoplastic Stripe	LF	3267	\$1.00	\$3,267.00
2767.11	8" White Thermoplastic Stripe	LF	1396	\$3.00	\$4,188.00
2767.12	White Thermoplastic Railroad Crossing Symbol	EA	1	\$1,143.00	\$1,143.00
2771	Concrete Curb and Gutter	LF	327	\$32.00	\$10,464.00
2775	Concrete Sidewalk	SY	227	\$83.00	\$18,841.00
2922	Bermuda Sodding	SY	132	\$11.00	\$1,452.00
SUP-1	Sign Relocate	EA	2	\$152.00	\$304.00
SUP-7	Remove and Replace 9" Retaining Wall	LF	48	\$457.00	\$21,936.00
	Railroad Insurance Permit	LS	1	\$30,675.00	\$30,675.00
	Railroad Flagman	DAY	5	\$610.00	\$3,050.00
Total of All Unit Price Bid Items – Schedule B					\$1,234,734.00

BID SCHEDULE C – RANDOLPH ASPHALT PAVEMENT RECONSTRUCTION					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	Mobilization	LS	1	\$8,321.00	\$8,321.00
2086.1	Meter Box Adjustment	EA	1	\$508.00	\$508.00
2086.2	Manhole Adjustment (Sewer)	EA	1	\$1,797.00	\$1,797.00
2086.3	Valve Box Adjustment	EA	2	\$571.00	\$1,142.00
2086.4	Manhole Adjustment (Storm)	EA	1	\$1,797.00	\$1,797.00
2221.1	Remove Sidewalk and Driveway	SY	197	\$26.00	\$5,122.00
2221.5	Salvaging, Hauling, and Stockpiling Excess Reclaimable Asphalt & Base Blend (11")	SY	1560	\$8.00	\$12,480.00
2221.8	Removal of Curb and Gutter	LF	646	\$8.00	\$5,168.00
2315	Roadway Excavation (4.5")	CY	195	\$49.00	\$9,555.00
2713	Flex Base (12")	SY	1560	\$16.00	\$24,960.00
2741.2	Hot Mix Asphalt Pavement Type D (3.5") (PG 64-22)	TN	262	\$103.00	\$26,986.00
2742	Prime Coat	GAL	312	\$5.00	\$1,560.00
2754.1	Concrete Driveway (Residential)	SY	68	\$97.00	\$6,596.00
2767.1	4" Double Yellow Thermoplastic Stripe	LF	480	\$4.00	\$1,920.00
2767.2	4" White Thermoplastic Stripe	LF	430	\$4.00	\$1,720.00
2767.3	4" White Dashed Thermoplastic Stripe	LF	50	\$4.00	\$200.00
2767.4	24" White Thermoplastic Stripe	LF	145	\$9.00	\$1,305.00
2767.8	White Thermoplastic Bike Symbol	EA	3	\$571.00	\$1,713.00
2767.9	Straight White Thermoplastic Arrow (Bike)	EA	3	\$190.00	\$570.00
2771	Concrete Curb and Gutter	LF	646	\$27.00	\$17,442.00
2775.1	Concrete Sidewalk	SY	340	\$76.00	\$25,840.00
2922	Bermuda Sodding	SY	320	\$11.00	\$3,520.00
SUP-6.1	Cement Treatment (12" Base/Subgrade Blend)	SY	1560	\$15.00	\$23,400.00
Total of All Unit Price Bid Items – Schedule C					\$183,622.00
Total of All Unit Price Bid Items – Schedules A, B, and C					\$2,881,784.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law, not to exceed 1% per month.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages A-1 to A-7, inclusive).
 - 2. Performance bond (pages PB-1 to PB-3, inclusive).
 - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
 - 4. General Conditions consisting of 73 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
 - 5. Supplementary Conditions (pages SC-1 to SC-16, inclusive).

6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings (not attached but incorporated by reference) consisting of 97 sheets with each sheet bearing the following general title: Schertz Street Preservation Program.
 8. Addenda (numbers 1 to 2, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-14, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

CONTRACTOR:

By:

Title:

Attest:

Attest:

Title:

Address for giving notices:

Alamo City Constructors, Inc

1716 S San Marcos #215

San Antonio, Texas 78207

(where applicable)

Page A-10 of 10

CITY COUNCIL MEMORANDUM

City Council Meeting: February 11, 2020
Department: Engineering
Subject: Resolution No. 20-R-16 - Consideration and/or action approving a Resolution authorizing a contract with Fuquay, Inc. relating to the 2018 SPAM Resurfacing Project and authorizing the budget expenditures for the project. (B.James/J. Nowak)

BACKGROUND

The 2018 Street Preservation and Maintenance/Rehabilitation Project was previously bid and no bids were received. Based on contractor feedback, the bid package was modified and the project was re-bid in September.

The bid package was split into three schedules. Each schedule represents work items of a similar nature. Schedule I is for reconstruction of a segment of Tri-County Parkway (I-35 to Corridor Parkway) and a segment of Schertz Parkway (Maske Road to Woodland Oaks Drive) with a concrete pavement section. Schedule II is for Northcliffe reclamation, reconstruction of a segment of Randolph Avenue (Main Street to Exchange Avenue), and an overlay to a portion of Schertz Parkway (Live Oak Road to Beck Street). Schedule III is for applying a chip seal to several areas (Randolph Avenue, a segment of Curtiss Avenue, Live Oak Road, Greenfield Village subdivision, The Estates at Wilson's Preserve subdivision, Deer Haven subdivision, and Lone Oak subdivision). The bid package allowed for awarding a single contract for all three schedules or individual contracts for each schedule.

Three bids were received on October 3, 2019, for the project. One bidder bid on all three schedules; one bidder bid on Schedule I only, and one bidder bid on Schedule III only.

The bids received for Schedules II and III were significantly higher than the Engineer's estimate, while the lowest bid received for Schedule I was acceptable. On November 11, 2019, Council awarded a construction contract to the lowest bid received for Schedule I and rejected all other bids. The remaining Schedules were re-named and re-bid as separate projects. Schedule III was renamed "2018 SPAM Resurfacing Project."

Three bids were received on January 29, 2020, for the 2018 SPAM Resurfacing Project. Selection of the best bid was based primarily on cost. All bidders were required to submit additional information, such as experience on similar projects; experience on public projects; available resources to complete the project; corporate history and stability; and references. The additional information was used to verify the bidders were capable of completing the project. Based on the information provided, all bidders are capable of completing the project work. The lowest bid received for was from Fuquay, Inc. and was higher than the Engineer's Estimate. However, the bid was significantly lower than the bid received for Schedule II on October 3, 2019. In the analysis of the bids received, Staff noted that asphalt oil prices in our area have increased significantly since the Engineer's Estimate was created for the project. Based on the analysis, staff feels it is appropriate to award a construction contract for the project.

A construction contract awarded to Fuquay, Inc. would perform prep work and apply a chip seal to

Randolph Avenue, a segment of Curtiss Avenue, Live Oak Road, Greenfield Village subdivision, The Estates at Wilson's Preserve subdivision, Deer Haven subdivision, and Lone Oak subdivision.

GOAL

To obtain authorization from City Council to execute a construction contract with Fuquay, Inc. for \$686,191.77, and a not to exceed amount of \$755,000, for the 2018 SPAM Resurfacing Project.

COMMUNITY BENEFIT

The project will preform prep work (base repairs, minor asphalt leveling, etc.) and apply a chip seal to Randolph Avenue, a segment of Curtiss Avenue, Live Oak Road, Greenfield Village subdivision, The Estates at Wilson's Preserve subdivision, Deer Haven subdivision, and Lone Oak subdivision. This process effectively restores the Pavement Condition Index of the streets to 100 and provides a new driving surface.

SUMMARY OF RECOMMENDED ACTION

Approve the contract for the 2018 SPAM Resurfacing project to Fuquay, Inc. for \$686,191.77, and a not to exceed amount of \$755,000.

FISCAL IMPACT

The cost of the project shall not exceed \$755,000 and funding is available from proceeds of Certificates of Obligation for Road Improvements.

RECOMMENDATION

Staff recommends Council approve Resolution 20-R-16 and award the bid for the 2018 SPAM Rehabilitation Project to Fuquay, Inc. for \$686,191.77, and a not to exceed amount of \$755,000.

Attachments

Resolution 20 - R - 16

Bid Tabulation - Resurfacing

SPAM Current Status

SPAM Resurfacing Agreement

RESOLUTION NO. 20-R-16

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH FUQUAY, INC. RELATING TO THE 2018 SPAM RESURFACING PROJECT AND AUTHORIZING THE BUDGET EXPENDITURES FOR THE PROJECT

WHEREAS, The City staff of the City of Schertz (the “City”) has recommended that the City accept the bid from Fuquay, Inc. relating to the 2018 SPAM Resurfacing Project and approve the project expenditures; and

WHEREAS, City staff has received qualifications indicating that Fuquay, Inc. is qualified to provide such services for the City; and

WHEREAS, the project will be funded from Certificates of Obligation for Road Improvements.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the contract with Fuquay, Inc. for an amount of \$686,191.77 with an amount not to exceed \$755,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED, this 11th day of February, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

BID TABULATION									
BID/RFP#	2020-006	BID/RFP NAME:	SPAM Resurfacing Project		BUYER:	JULIE GOHLKE			
				VENDOR ONE (1)		VENDOR TWO (2)		VENDOR THREE (3)	
Company Name Point of Contact Phone Number Email Address Comments				ALAMO CITY CONSTRUCTORS, INC		FUQUAY, INC		WAGNER MATERIALS AND CONSTRUCTION	
				GREGORY ALEXANDER		DARRELL CURTIS		STEVE WAGNER	
				MELANIE@ALAMOCITYCONSTRUCTORS.COM		DARRELL@FUQUAY.COM		SMAWAGNER12@GMAIL.COM	
				Slurry Seal Option		Chip Seal Option		CHIP SEAL OPTION	
Item#		QTY	UOM	Item Price	Extended Price	Item Price	Extended Price	Item Price	Extended Price
Schedule A	Schedule A -- Mobilization	1	LS	\$12,320.00	\$12,320.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Schedule A	Manhole Adjustment (Sewer)	10	EA	\$2,049.00	\$20,490.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
Schedule A	Valve Box Adjustment	10	EA	\$646.00	\$6,460.00	\$50.00	\$500.00	\$100.00	\$1,000.00
Schedule A	Removal of Curb and Gutter	86	LF	\$40.00	\$3,440.00	\$20.00	\$1,720.00	\$10.00	\$860.00
Schedule A	Asphalt Surface Wedgemill	2902	LF	\$8.00	\$23,216.00	\$1.00	\$2,902.00	\$3.50	\$10,157.00
Schedule A	Roadway Excavation (6")	92	CY	\$45.00	\$4,140.00	\$71.00	\$6,532.00	\$20.00	\$1,840.00
Schedule A	Replacing Base and Pavement with 6" Type B Asphalt (PG 64-22)	181	TN	\$164.00	\$29,684.00	\$160.00	\$28,960.00	\$280.00	\$50,680.00
Schedule A	RPM Type II A-A (Blue)	3	EA	\$8.00	\$24.00	\$15.75	\$47.25	\$8.00	\$24.00
Schedule A	4" Double Yellow Thermoplastic Stripe	6818	LF	\$3.00	\$20,454.00	\$2.10	\$14,317.80	\$1.28	\$8,727.04
Schedule A	4" White Thermoplastic Stripe	5608	LF	\$2.00	\$11,216.00	\$1.05	\$5,888.40	\$0.64	\$3,589.12
Schedule A	4" Dashed White Thermoplastic Stripe	50	LF	\$2.00	\$100.00	\$1.58	\$79.00	\$0.75	\$37.50
Schedule A	24" White Thermoplastic Stripe	1146	LF	\$11.00	\$12,606.00	\$8.40	\$9,626.40	\$6.20	\$7,105.20
Schedule A	White Thermoplastic Bike Symbol	20	EA	\$473.00	\$9,460.00	\$475.00	\$9,500.00	\$265.00	\$5,300.00
Schedule A	Straight White Thermoplastic Arrow (Bike)	20	EA	\$394.00	\$7,880.00	\$131.25	\$2,625.00	\$138.00	\$2,760.00
Schedule A	Concrete Curb and Gutter	86	LF	\$63.00	\$5,418.00	\$76.00	\$6,536.00	\$40.00	\$3,440.00
Schedule A	Chip Seal / Slurry Seal	18010	SY	\$7.30	\$131,473.00	\$3.00	\$54,030.00	\$3.30	\$59,433.00
	Total Schedule A				\$298,381.00		\$159,263.85		\$170,952.86
Schedule B	Mobilization	1	LS	\$12,153.00	\$12,153.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
Schedule B	Removal of Sidewalk and Driveway	80	SY	\$44.00	\$3,520.00	\$40.00	\$3,200.00	\$10.00	\$800.00
Schedule B	Removal of Curb and Gutter	83	LF	\$42.00	\$3,486.00	\$20.00	\$1,660.00	\$10.00	\$830.00
Schedule B	Roadway Excavation (6")	126	CY	\$49.00	\$6,174.00	\$64.00	\$8,064.00	\$20.00	\$2,520.00
Schedule B	Replacing Base and Pavement with 6" Type B Asphalt (PG 64-22)	247	TN	\$160.00	\$39,520.00	\$162.00	\$40,014.00	\$280.00	\$69,160.00
Schedule B	Portland Cement Concrete Driveway (Residential)	80	SY	\$189.00	\$15,120.00	\$98.00	\$7,840.00	\$95.00	\$7,600.00
Schedule B	24" White Thermoplastic Stripe	36	LF	\$16.00	\$576.00	\$8.40	\$302.40	\$6.20	\$223.20
Schedule B	Concrete Curb and Gutter	83	LF	\$43.00	\$3,569.00	\$80.00	\$6,640.00	\$40.00	\$3,320.00
Schedule B	Valley Gutter	167	SY	\$39.00	\$6,513.00	\$145.00	\$24,215.00	\$135.00	\$22,545.00
Schedule B	Chip Seal / Slurry Seal	33577	SY	\$7.30	\$245,112.10	\$2.76	\$92,672.52	\$3.30	\$110,804.10
	TOTAL SCHEDULE B				\$335,743.10		\$194,607.92		\$237,802.30
Schedule C	Schedule C - Mobilization	1	LS	\$16,394.00	\$16,394.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00
Schedule C	Roadway Excavation (6")	364	CY	\$48.00	\$17,472.00	\$58.00	\$21,112.00	\$20.00	\$7,280.00
Schedule C	Replacing Base and Pavement with 6" Type B Asphalt (PG 64-22)	713	TN	\$165.00	\$117,645.00	\$160.00	\$114,080.00	\$280.00	\$199,640.00
Schedule C	Chip Seal / Slurry Seal	67800	SY	\$7.30	\$494,940.00	\$2.76	\$187,128.00	\$3.30	\$223,740.00
TOTAL SCHEDULE C					\$646,451.00		\$332,320.00		\$460,660.00
TOTALS	GRAND TOTAL ALL SCHEDULES			VENDOR 1 TOTAL	\$1,280,575.10	VENDOR 2 TOTAL	\$686,191.77	VENDOR 2 TOTAL	\$869,415.16

SPAM Projects Current Status

Tri County Parkway reconstruction – Started January 23. Completion March.

Schertz Parkway reconstruction (Maske to Woodland Oaks) – Start in March. Complete in June

Northcliffe, Randolph reconstruction, and Schertz Parkway overlay (Live Oak to Beck) – contract award February 11. Hoping for construction to start during the Spring 2020.

Chip seal (Randolph Avenue, a segment of Curtiss Avenue, Live Oak Road, Greenfield Village subdivision, The Estates at Wilson's Preserve subdivision, Deer Haven subdivision, and Lone Oak subdivision) – contract award February 11. Hoping for construction to start during the Summer 2020.

2020 SPAM chip seal/slurry seal – Resolution to award consultant contract anticipated to go to City Council on February 25, 2020 for approval. Hoping for construction to start during the Summer of 2020.

2020 SPAM reconstruction/rehabilitation – Resolution to award consultant contract anticipated to go to City Council on February 25, 2020 for approval. Hoping for construction to start during the Summer of 2020.

2020 SPAM design – Under review.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Schertz ("Owner") and
FUQUAY INC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2018 Street Preservation and Maintenance Project

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Lockwood, Andrews, & Newnam, Inc.

3.02 The Owner has retained the City of Schertz Engineering Department ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Contract Times: Days
- B. The Work is expected to be substantially completed within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will

sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

1. **Six hundred dollars (\$600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

BID SCHEDULE A – RANDOLPH /CURTISS CHIP SEAL					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	Mobilization	LS	1	\$15,000.00	\$15,000.00
2086.2	Manhole Adjustment (Sewer)	EA	10	\$100.00	\$1,000.00
2086.3	Valve Box Adjustment	EA	10	\$50.00	\$500.00
2221.8	Remove Curb and Gutter	LF	86	\$20.00	\$1,720.00
2221.10	Asphalt Surface Wedgemill	LF	2902	\$1.00	\$2,902.00
2315.2	Roadway Excavation (6")	CY	92	\$71.00	\$6,532.00
2741.4	Replacing Base and Pavement with 6" Type B Asphalt (PG 64-22)	TN	181	\$160.00	\$28,960.00
2764.3	RPM Type II A-A (Blue)	EA	3	\$15.75	\$47.25
2767.1	4" Double Yellow Thermoplastic Stripe	LF	6818	\$2.10	\$14,317.80
2767.2	4" White Thermoplastic Stripe	LF	5608	\$1.05	\$5,888.40
2767.3	4" Dashed White Thermoplastic Stripe	LF	50	\$1.58	\$79.00
2767.4	24" White Thermoplastic Stripe	LF	1146	\$8.40	\$9,626.40
2767.8	White Thermoplastic Bike Symbol	EA	20	\$475.00	\$9,500.00
2767.9	Straight White Thermoplastic Arrow (Bike)	EA	20	\$131.25	\$2,625.00
2771	Concrete Curb and Gutter	LF	86	\$76.00	\$6,536.00
SUP-4	Chip Seal	SY	18010	\$3.00	\$54,030.00
Total of All Unit Price Bid Items – Schedule A					\$159,263.85

BID SCHEDULE B – GREENFIELD VILLAGE CHIP SEAL					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	Mobilization	LS	1	\$10,000.00	\$10,000.00
2221.1	Removal of Sidewalk and Driveway	SY	80	\$40.00	\$3,200.00
2221.8	Removal of Curb and Gutter	LF	83	\$20.00	\$1,660.00
2315.2	Roadway Excavation (6")	CY	126	\$64.00	\$8,064.00
2741.4	Replacing Base and Pavement with 6" Type B Asphalt (PG 64-22)	TN	247	\$162.00	\$40,014.00
2754.1	Portland Cement Concrete Driveway (Residential)	SY	80	\$98.00	\$7,840.00
2767.4	24" White Thermoplastic Stripe	LF	36	\$8.40	\$302.40
2771	Concrete Curb and Gutter	LF	83	\$80.00	\$6,640.00
SUP-3	Valley Gutter	SY	167	\$145.00	\$24,215.00
SUP-4	Chip Seal	SY	33577	\$2.76	\$92,672.52
Total of All Unit Price Bid Items – Schedule B					\$194,607.92

BID SCHEDULE C – ADDITIONAL CHIP SEAL					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	Mobilization	LS	1	\$10,000.00	\$10,000.00
2315.2	Roadway Excavation (6")	CY	364	\$58.00	\$21,112.00
2741.4	Replacing Base and Pavement with 6" Type B Asphalt (PG 64-22)	TN	713	\$160.00	\$114,080.00
SUP-4	Chip Seal	SY	67,800	\$2.76	\$187,128.00
Total of All Unit Price Bid Items – Schedule C					\$332,320.00
Total of All Unit Price Bid Items – Schedules A, B, and C (Base Bid Items)					\$686,191.77

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law, not to exceed 1% per month.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages A-1 to A-7, inclusive).
 - 2. Performance bond (pages PB-1 to PB-3, inclusive).
 - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
 - 4. General Conditions consisting of 73 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
 - 5. Supplementary Conditions (pages SC-1 to SC-16, inclusive).

6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings (not attached but incorporated by reference) consisting of 43 sheets with each sheet bearing the following general title: Schertz Street Preservation Program.
 8. Addenda (numbers 1 to 1, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-14, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Dr. Mark Browne

By: _____

Title: City Manager

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Schertz

Fuquay, Inc

1400 Schertz Parkway

P.O. Box 310946

Schertz, Texas 78154

New Braunfels, Texas 78131

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CITY COUNCIL MEMORANDUM

City Council Meeting: February 11, 2020
Department: Engineering
Subject: Ordinance No. 20-T-04 - Consideration and/or action approving an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the Fiscal Year 2019-2020 Budget to provide funding for the E. Live Oak Pump Addition Project, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. *First reading* (C. Kelm/S. Williams/J. Hooks)

BACKGROUND

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

The goal of this project is to construct a redundant pump system to be able to alternate between banks of pumps to limit run time on existing pumps prolonging their life and to provide back-up pumps when maintenance is needed.

Currently, only the engineering design costs have been approved by City Council utilizing the Water and Sewer Fund. Prior to awarding the construction contract, additional funding needs to be approved by City Council to transfer money from the Water and Sewer Reserves into the E. Live Oak Pump Addition Project.

This project was publicly bid using a Lowest Qualified Bidder Method. The project was bid with a base bid scope of work that included the pumps, piping, electrical equipment, SCADA, and canopy structure and an additive alternate scope of work that included a backup generator and associated generator pad. Four (4) proposals were received for the project. R.P. Constructors, INC. was the lowest bidder. City Staff evaluated the R.P. Constructors, INC. proposal and found them to be qualified to complete the project based on their experience on other similar projects. R.P. Constructors, INC. proposed to perform the base bid scope of work for \$1,272,000.00 and the additive alternate work for \$288,000.00. City Staff recommends awarding both scopes of work for a total of \$1,560,000.00 as well as a 5% contingency for the project.

GOAL

Approve funding for the E. Live Oak Pump Addition Project.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approval of Ordinance 20-T-04 approving the budget adjustment.

FISCAL IMPACT

This ordinance will allocate \$1,638,000 to the E. Live Oak Pump Addition Project from the Water and Sewer Reserves. As of September 30, 2019, the Water & Sewer Reserves had an available cash and investment balance for projects of \$3,984,869.08. After the transfer, the Water & Sewer Reserves would have \$2,346,869.08.

RECOMMENDATION

Approval of First reading Ordinance No. 20-T-04

Attachments

20-T-04 Budget Adjustment Ordinance

ORDINANCE NO. 20-T-04

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2019-2020 BUDGET TO PROVIDE FUNDING FOR THE E. LIVE OAK PUMP ADDITION PROJECT, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City needs to authorize a budget transfer in the amount of \$1,638,000.00 from the Water and Sewer Reserves to the E. Live Oak Pump Addition Project; and

WHEREAS, City staff recommends that the City Council of the City adjust the Budget and approve the ordinance; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the Budget and approve the budget transfer for the E. Live Oak Pump Addition Project, as more fully set forth in this Ordinance.

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

Section 1. The City shall transfer \$1,638,000.00 from the Water and Sewer Reserves to the E. Live Oak Pump Addition Project.

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

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

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

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

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter

of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

PASSED ON FIRST READING, the 11th day of February 2020.

PASSED, APPROVED and ADOPTED ON SECOND READING, the 25th day of February 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY COUNCIL MEMORANDUM

City Council Meeting: February 11, 2020

Department: Executive Team

Subject: Worksession on potential acquisition of properties in Freeway Manor

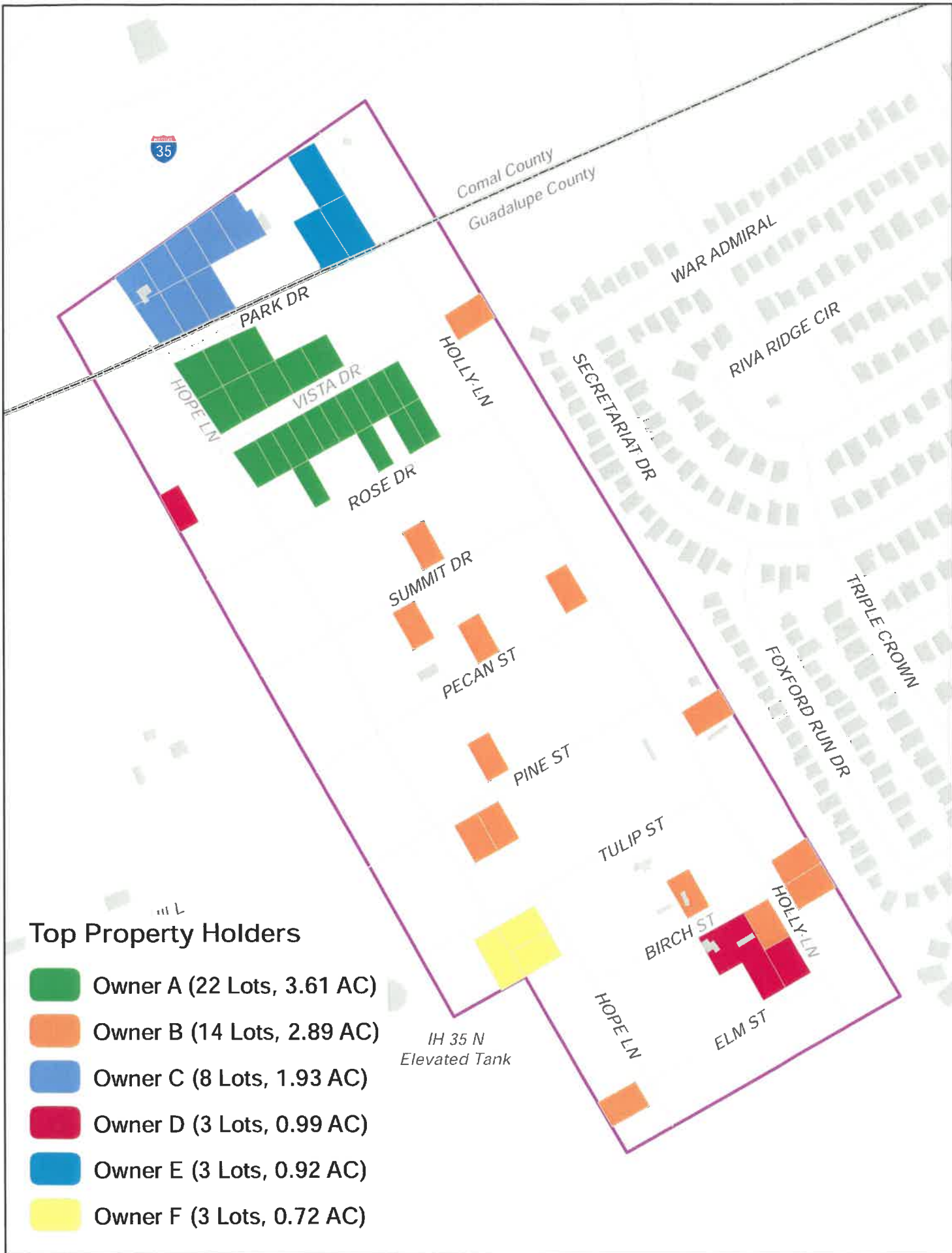
BACKGROUND

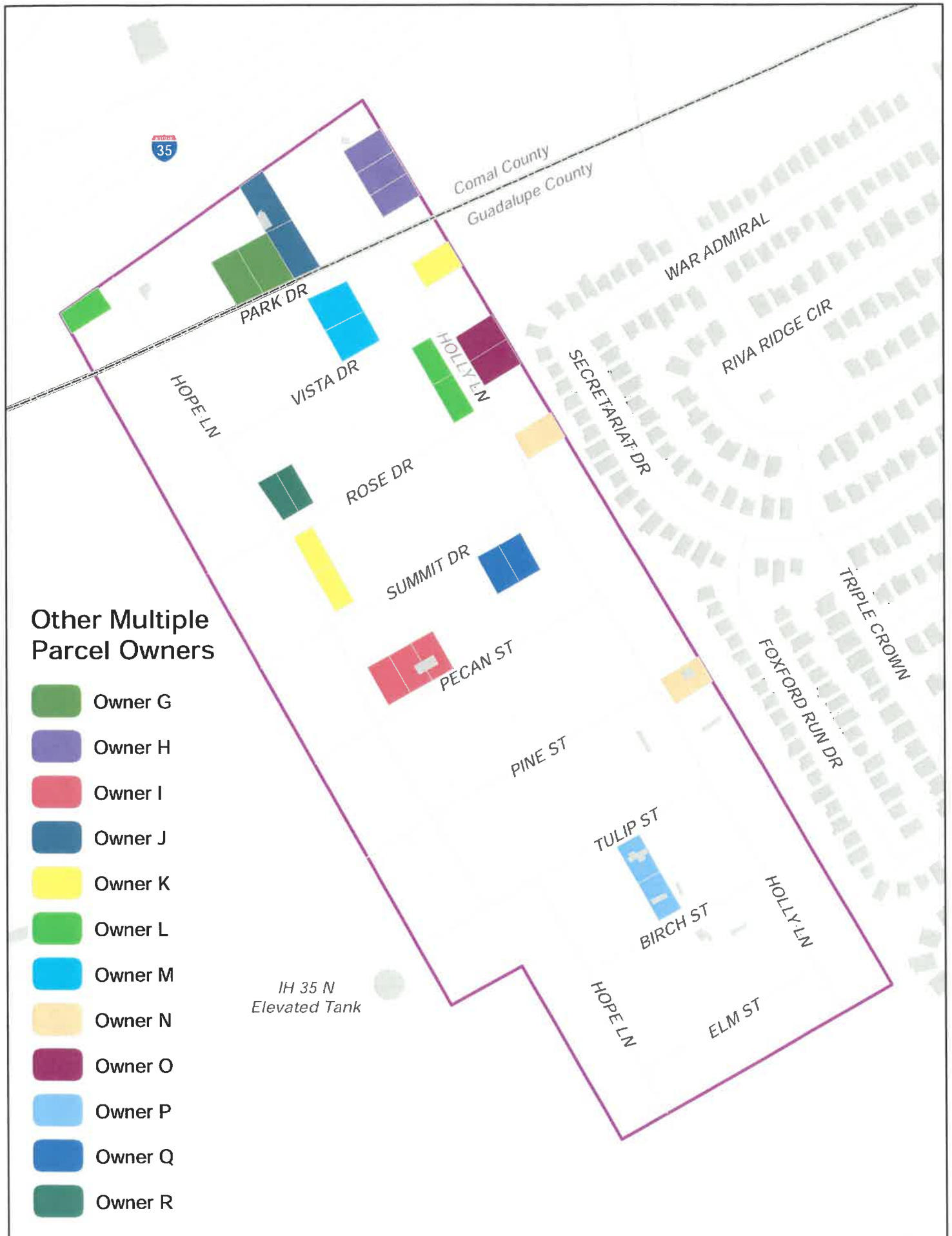
On December 3, 2019 staff made a presentation to City Council on Freeway Manor. During that meeting, Council asked staff to come back to Council to answer some additional questions they had. Staff has included maps as an attachment with some of that additional information. It should be noted that the map indicating which properties have structures on them is from the Appraisal District and may not be accurate - staff is currently field verifying it.

For a number of years, the City acquired property in the Freeway Manor Subdivision. The City has not purchased any of the properties for nearly 10 years. Freeway Manor is a paper subdivision, so called because although the plat was filed, there is not infrastructure - streets, water, sewer to support development of all the lots. The plat was filed in 1958. Freeway Manor is located on the south side of IH-35, just east of the Belmont Park residential subdivision. The area is zoned GB - General Business. There are a handful of residential structures on the property that have been there for a long time. The City began acquiring the properties given the lack of adequate infrastructure that made it difficult for any of the many owners to develop their property. While there are a few people, like the City that own numerous lots, most people own just one or two, which makes it difficult to justify the cost of providing infrastructure. As such the City began acquiring properties when approached by their owners or as properties came up at foreclosure sales.

Attachments

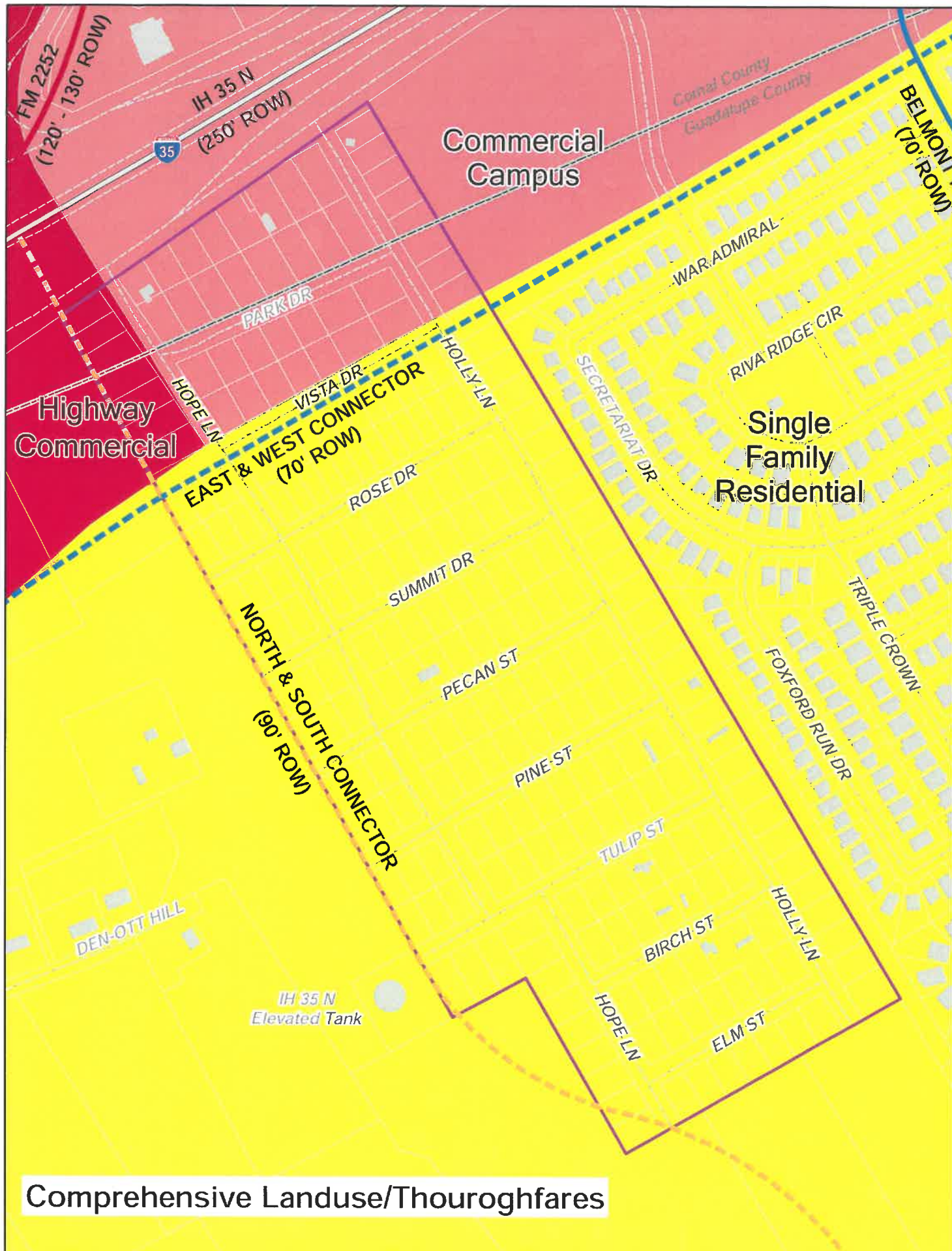
Data Maps



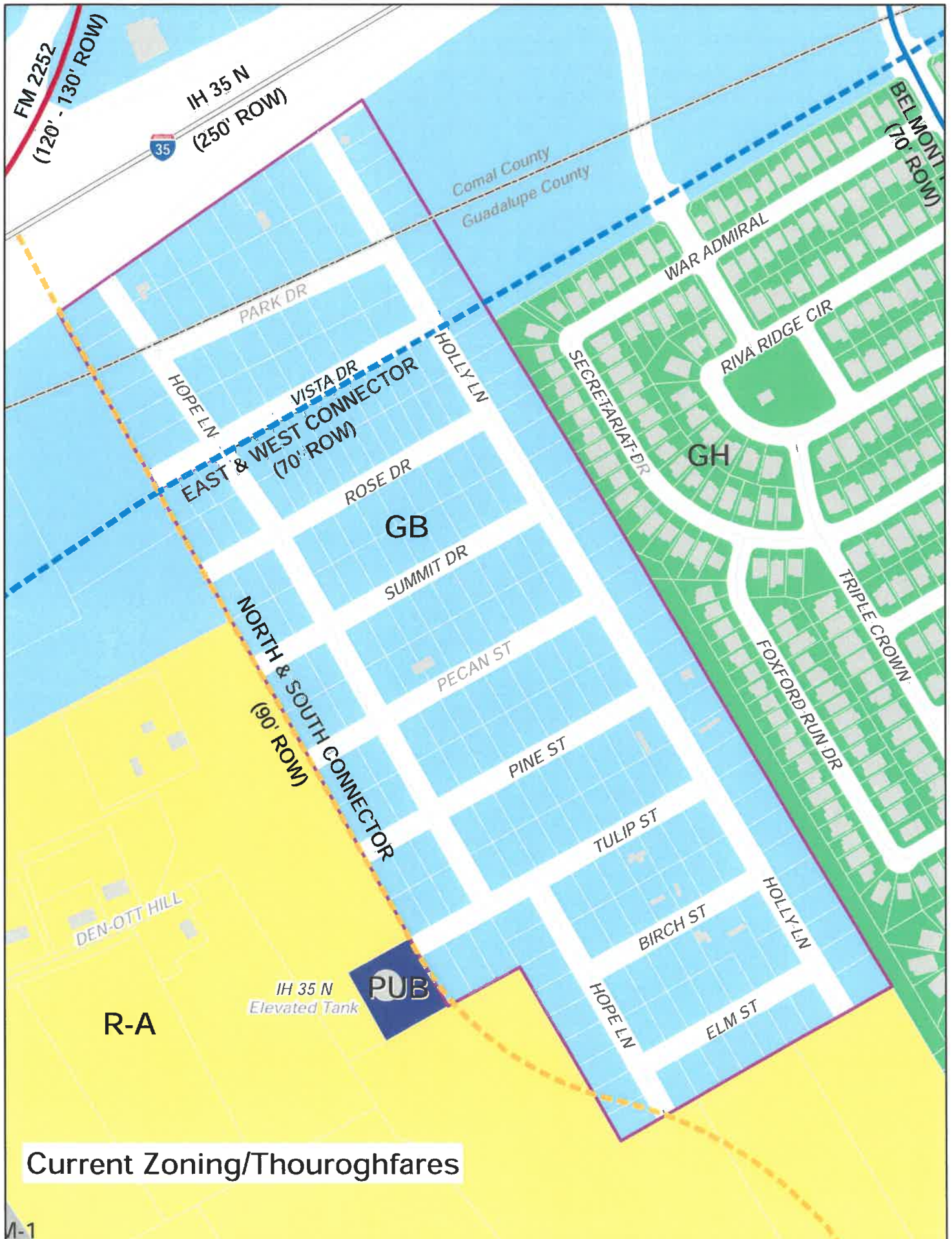




 Structure Present (24)



Comprehensive Landuse/Thourogfhfares



60.3 Camel Co
60.14 Goodslugs Co
60.67 Acres a part of the Mary and Otto Oil 133.8 Acres
Out of the MARTIN AND WALKER SURVEY No 113

B.K.	LOTS
1	16
2	14
3	8.4
4	18
5	12.2
6	10
7	8
8	1.4
10	7
11	7
12	8
13	6
14	6
15	5
16	4
17	4
18	3.1
19	3

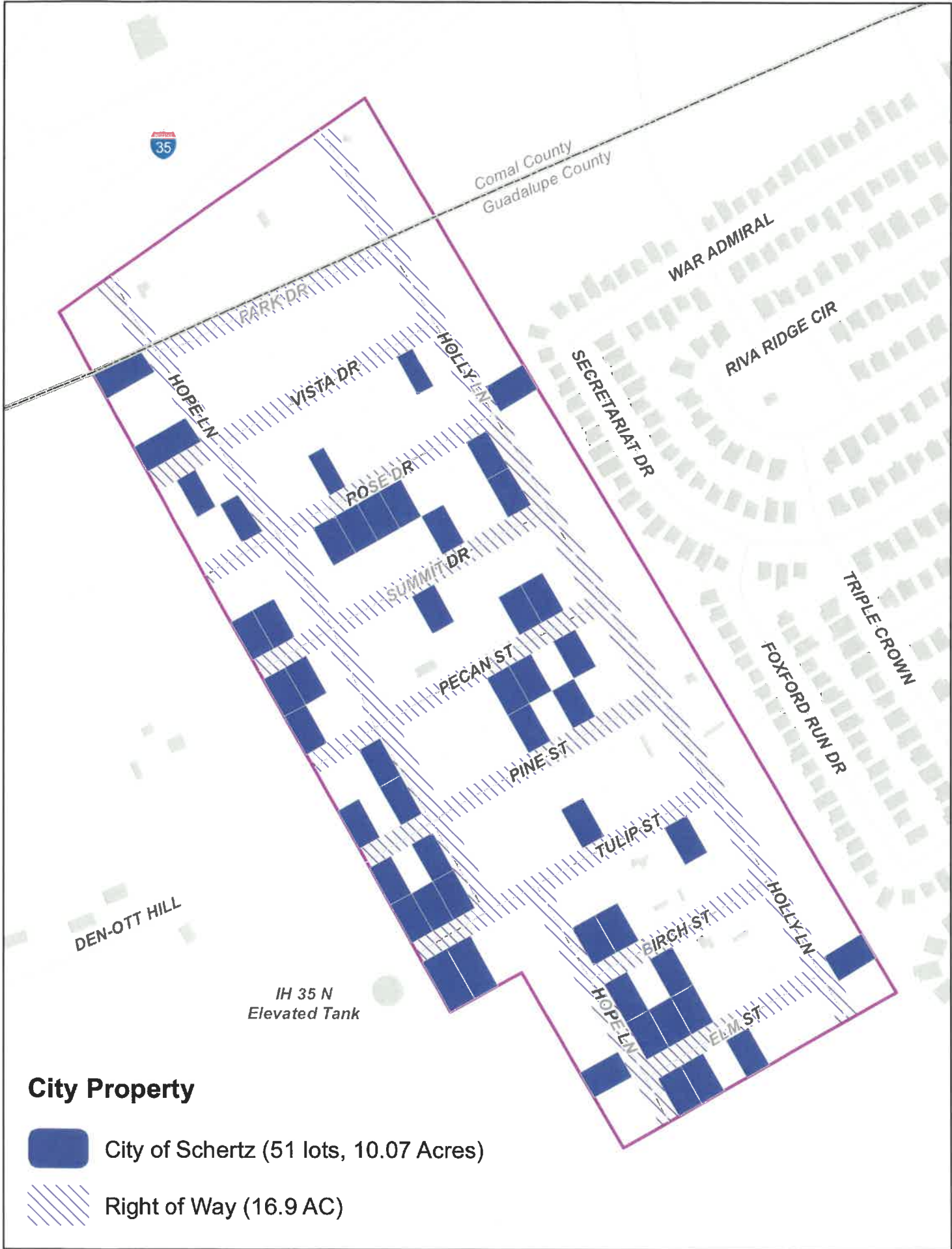
V. L. Beavers Engineers

By: Vincent Stackhouse
Vincent Stackhouse

Sworn and subscribed before me this the
11th day of Jan, 1958, A.D.

(Mrs) J. M. Branson

Notary Public in and for
Bexar County, Texas



Comal County
Guadalupe County

DEN-OTT HILL

IH 35 N
Elevated Tank

WAR ADMIRAL

RIVA RIDGE CIR

SECRETARIAT DR

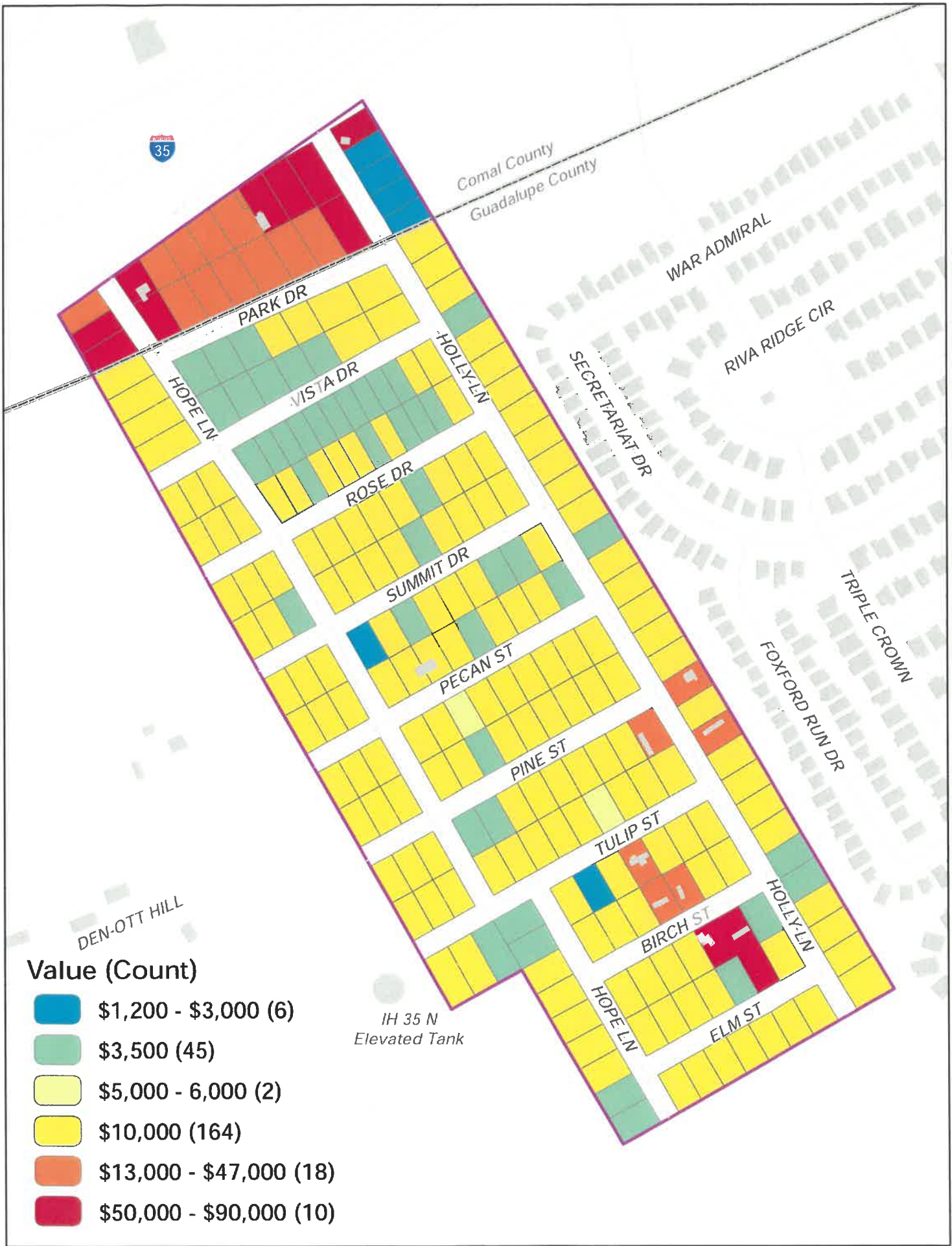
TRIPLE CROWN

FOXFORD RUN DR

City Property

 City of Schertz (51 lots, 10.07 Acres)

 Right of Way (16.9 AC)





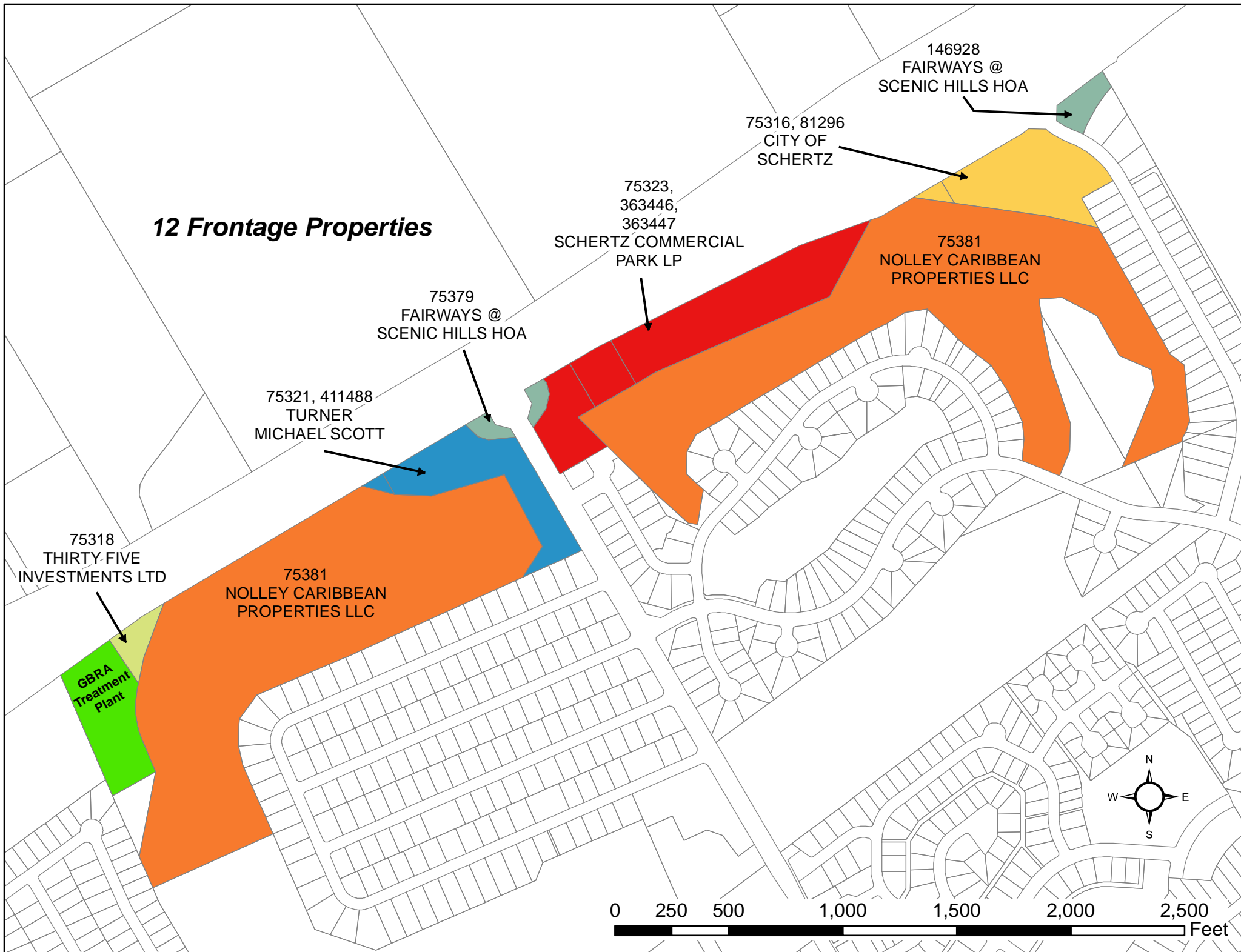
CITY COUNCIL MEMORANDUM

City Council Meeting: February 11, 2020
Department: Planning & Community Development
Subject: Northcliffe Frontage Property Inquiry Update (B. James / L. Wood / E.Delgado & T. McFalls)

Attachments

Ownership Map
Northcliffe Frontage Property Inquiry- Written Update

12 Frontage Properties



CITY COUNCIL MEMORANDUM

City Council Meeting:

February 11, 2020

Department:

**Planning & Community Development-
Planning Division**

**Written update on Northcliffe Property
Inquiry**

BACKGROUND

At the February 4, 2020 City Council Meeting, Councilman Scagliola requested information in relation to the current property owners, and if any development applications have been submitted for the properties between the Northcliffe sewage station and the Homestead Subdivision.

The GIS Department has created a property analysis map “Northcliffe Frontage Properties” in which the current property owners are identified. As of February 6, 2020, the Planning and Community Development Department- Planning Division and Inspections Division has not received any development applications for these properties since 2013, there are no active development applications. In 2013 a site plan was approved for “Northcliffe Plaza Block 1, Lot 1 and 2”, identified on the GIS map, however due to no building permits being issued this site plan has expired.

If there are any questions, please contact Emily Delgado, Senior Planner at edelgado@schertz.com or 210.619.1784 or Tony McFalls, GIS Coordinator at tmcfalls@schertz.com or 210.619.1184.