



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
February 25, 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 25, 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 Scagliola)

Presentations

- Proclamation Designating February 2020 as "Career and Technology Education Month". (Mayor/Amy Massey/Students)

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 Regular meeting of February 11, 2020 and the minutes of the Special meeting of February 18, 2020. (B. Dennis)
2. **Resolution No. 20-R-23** - Consideration and/or action approving a Resolution authorizing purchases up to \$185,000.00 with Stryker during the 2019-2020 fiscal year and other matters in connection therewith. (C. Kelm/J. Mabbitt)
3. **Resolution No. 20-R-20** - Consideration and/or action authorizing a Resolution accepting the 2019 Racial Profiling report, and other matters in connection therewith. (C. Kelm/M. Hansen)
4. **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. ***Final Reading*** (B. James/K. Woodlee)
5. **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. ***Final Reading*** (C. Kelm/S. Williams/J. Hooks)
6. **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) ***Final Reading***

7. **Resolution 20-R-10** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing an amendment to the professional services agreement with Lockwood, Andrews and Newnam, Inc., relating to the 2018 Drainage Maintenance Projects, and other matters in connection therewith. (C. Kelm/S. Williams/D. Letbetter)
8. **Resolution No. 20-R-17** - Consideration and/or action to approve a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with R.P. Constructors, INC. relating to the construction of the E. Live Oak Pump Additions Project. (C. Kelm/S. Williams/S. McClelland)
9. **Resolution No. 20-R-22** - Consideration and or/action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an interlocal agreement with Region 20 Education Service Center for Cooperative Purchasing Services. (C. Kelm/J. Kurz/J. Gohlke)
10. **Resignation from Schertz Historical Preservation Committee** - Consideration and/or action accepting the resignation of Leticia Sever from the Schertz Historical Preservation Committee. (Mayor/Council)

Discussion and Action Items

Public Hearings

11. **Resolution 20-R-19** - Conduct a public hearing, consideration and/or action approving a Resolution accepting a petition for voluntary annexation of approximately 0.5 acres of land located at 13805 IH-10 E, Bexar County, Texas. (B. James/L. Wood/N. Koplyay)

Roll Call Vote Confirmation

Workshop

12. **City Council Code of Ethics** - Discussion regarding the City Council Code of Ethics and possible amendment to the Code of Ordinances to create an Ethics Commission. (Item requested by Mayor Gutierrez) (Mayor/D. Santee)

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

- 13.** Parks & Recreation Update. (B. James/L. Shrum)
- 14.** Mayor and Council Compensation. (B. James/J. Walters)
- 15.** Quarterly Financial Reports. (B. James/J. Walters)

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 21st DAY OF FEBRUARY 2020 AT 3:45 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 Main Street Committee | Councilmember Scagliola – Place 5 Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation |
| Councilmember Davis– Place 1 Audit Committee Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board | Councilmember Scott – Place 2 Interview Committee for Boards and Commissions |
| Councilmember Larson – Place 3 Main Street Committee – Vice Chair | Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board |
| Councilmember Heyward – Place 6 Audit Committee Investment Advisory Committee Schertz Animal Services Advisory Commission | Councilmember Brown – Place 7 Main Street Committee Schertz-Seguin Local Government Corporation - Alternate |

CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the Regular meeting of February 11, 2020 and the minutes of the Special meeting of February 18, 2020. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on February 11, 2020 and a Special meeting on February 18, 2020.

RECOMMENDATION

Recommend Approval.

Attachments

Draft Minutes 2-11
2-18 Draft Minutes

DRAFT

MINUTES REGULAR MEETING February 11, 2020

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 11, 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 Scott Larson; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Tim Brown; Councilmember Allison Heyward

Absent: Councilmember Rosemary Scott Excused absence

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

Call to Order – City Council Regular Session

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

Call to Order

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

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

Employee Recognition

- Recognition of Esther Mendoza, P.D. Sr. Administrative Assistant, 20 years of service to the City. (C. Kelm/M. Hansen)

Mayor Gutierrez recognized City Manager Dr. Mark Browne who introduced Ms. Esther Mendoza providing a brief biography of her employment history with the City. Dr. Browne provided Ms. Mendoza with her 20-year Service Pin. Ms. Mendoza recognized those family members present.

- Recognition of Jimmy Hooks, Water/Wastewater Manager, for 30 years of service to the City. (C. Kelm/S. Williams)

Mayor Gutierrez recognized City Manager Dr. Mark Browne who introduced Mr. Jimmy Hooks providing a brief biography of his employment history with the City. Dr. Browne provided Mr. Hooks with his 30-year Service Pin. Mr. Hooks recognized those family members present.

City Events and Announcements

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

Mayor Gutierrez recognized Assistant City Manager Charles Kelm who provided the following announcements:

- TxDOT will conduct work on FM 1518 between 1st Street and Wiederstein Road (in Selma) starting January 29th. Alternating lane closures will take place and work will last from 4-8 weeks.
- Thursday, February 13th Northeast Partnership Meeting 11:30 am, Olympia Hills Golf Course and Conference Center
- Monday, February 17th City offices closed in observance of Presidents' Day
- Tuesday, February 18th Chamber Luncheon 11:30 am, Civic Center
- Tuesday, February 18th Council on the Go, 6:00 pm, Fire Station #3
- Tuesday, February 25th City Council Meeting, Council Chambers

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

No further announcements.

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

Mayor recognized the Events Facilities Staff for their quick response in assisting with setting up more chairs at a recent event held at the Civic Center. The attendance was much greater than expected and the staff responded very quickly.

Hearing of Residents

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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.

No one spoke.

Consent Agenda Items

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

The following was read into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the 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)

Mayor Gutierrez recognized Councilmember Dahle who indicated that on Item 3, Resolution No. 20-R-13, there is a typo in Section 1, it says Seventy one Hundred and it should say One Hundred Twenty Five Thousand. Also, he would like to include Item 6 Ordinance 20-D-03 to the consent agenda.

Mayor Gutierrez asked if members of Council had any objections to adding Item 6 and Councilmember Scagliola asked that they discuss it. Mayor indicated that the consent agenda includes items 1 through 5 and called for a motion.

Moved by Councilmember Michael Dahle, seconded by Councilmember Allison Heyward to approve consent agenda items 1 through 5.

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

Passed

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)

The following was read into record:

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. (First reading)

Mayor Gutierrez recognized Assistant City Manager Brian James who introduced this item addressing questions from Council.

Moved by Councilmember Tim Brown, seconded by Councilmember David Scagliola to approve Ordinance 20-D-03 on first reading.

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

Passed

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)

The following was read into record:

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

Mayor Gutierrez recognized Engineer John Nowak who introduced this item addressing questions from Council.

Moved by Councilmember Scott Larson, seconded by Councilmember Allison Heyward to approve Resolution No. 20-R-18.

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

Passed

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)

The following was read into record:

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

Mayor Gutierrez recognized Engineer John Nowak who introduced this item addressing questions from Council.

Moved by Councilmember Scott Larson, seconded by Councilmember Michael Dahle To approve Resolution No. 20-R-18

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

Passed

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)

The following was read into record:

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 (*First Reading*)

Mayor Gutierrez recognized Public Works Director Suzanne Williams who introduced this item addressing questions from Council.

Moved by Councilmember Scott Larson, seconded by Councilmember Allison Heyward To approve Ordinance No. 20-T-04 on first reading.

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

Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for agenda items 1 through 9.

Workshop

10. Worksession on potential acquisition of properties in Freeway Manor

Mayor Gutierrez recognized Assistant City Manager Brian James who provided an overview of the Freeway Manor properties. He stated 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.

Mr. James also indicated that Code Enforcement has been in the area to identify junk trash and debris on different lots, he stated that there is junk and trash on our city owned properties that will need to be cleaned up.

It was the consensus of the members of Council to continue with the process as Mr. James outlined.

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.

Mayor Gutierrez recessed the regular meeting into closed session at 6:55 p.m.

Reconvene into Regular Session

Mayor Gutierrez reconvened into regular session at 7:21 p.m.

Take any action based on discussions held in closed session under **Agenda item 11.**

No action was taken.

Roll Call Vote Confirmation

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 Larson who requested a discussion item regarding license reciprocity. We specifically look at food trucks but not limiting to that, any professional or work required license that the city requires for people to work or conduct business. Possibility of leading the region and accepting licenses from other communities as valid in our community. For clarity, Dr. Browne asked if he is talking about food trucks and if you're asking do we accept licenses from another city to allow them to operate in our city? Councilmember Larson answered, not if we do, but if we could and not necessarily just limit it to food trucks but any like kind of licenses or certifications that we require as a municipality and that other municipalities have that are the same or identical standards. Dr. Browne understood his request.

- 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 stated he attended the

following:

- Thursday, February 6 - Chuck Wagon Breakfast sponsored by Frost Bank

Mayor Gutierrez recognized Councilmember Scagliola who stated he attended the following:

- Thursday, February 6 - Chuck Wagon Breakfast sponsored by Frost Bank, Trail Riders Lunch Pickrell Park

Mayor Gutierrez recognized Councilmember Heyward who also complemented the Events Department for quickly assisting in setting up more chairs at the meet the candidate's event held at the Civic Center Thursday. She also stated she attended the following:

- Thursday, February 6 - Chuck Wagon Breakfast sponsored by Frost Bank, Trail Riders Lunch Pickrell Park
- Schertz Civic Center Wedding Quinceanera open house
- Tuesday, February 11 - Chamber Leadership Core - Education tour

Mayor Gutierrez recognized Councilmember Brown who added the following:

- Thursday, February 6 - Chuck Wagon Breakfast sponsored by Frost Bank, Trail Riders Lunch Pickrell Park

Councilmember Brown also wanted to give a shout out to Officer Kraft for her work in working with the HOA's, they really appreciate her time she puts into it.

Mayor Gutierrez stated that he attended the following events:

- Wednesday, February 5 - Guadalupe County Mayors Association meeting - the meeting focused on the upcoming 2020 Census and how important it is and how important it is that everyone is being counted. He stated that with the upcoming census it may realign the County precincts based upon the population growth. Also, discussion regarding 2 to 4 congressional seats weill be added to the State of Texas.
- Thursday, February 6 - Chuck Wagon Breakfast sponsored by Frost Bank, Trail Riders Lunch Pickrell Park
- Thursday, February 6 - Northeast Partnership for Economic Development Mayors meeting
- Schertz Civic Center Wedding Quinceanera open house
- Monday, February 10 - Association Defense Communities event - it was a military City's reception at the Alamo

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

Mayor Gutierrez adjourned the meeting at 7:27 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

DRAFT

MINUTES SPECIAL TOWN HALL MEETING February 18, 2020

A Special Town Hall Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 18, 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 Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

Absent: Councilmember Scott Larson - Excused absence

City Staff: City Manager Dr. Mark Browne; Assistant City Manager Charles Kelm; City Attorney Cynthia Trevino; Assistant to the City Manager Sarah Gonzalez; City Secretary Brenda Dennis; Deputy City Secretary Gayle Wilkinson; Dept. Head Marc Bane + Staff; Dept. Head Kathy Woodlee + Staff; Dept. Head James Walters + Staff; Dept. Head Kade Long + Staff; GIS Coordinator Tony McFalls; Dept. Head Jessica Kurz; Dept. Head Myles Clauser + Staff; Dept. Head Melissa Uhlhorn; Dept. Head Patti Veliz; Parks Manager Jared Montney; Dept. Head Lesa Wood + Staff; Chief Building Inspector Gil Durant; Dept. Head Michael Hansen + Staff; Dept. Head Linda Klepper + Staff; Dept. Head Suzanne Williams + Staff; Dept. Head Dawniecia Hardin-Trussell; Facilities/Maintenance Sam Maeda & Chris Mayorga; Clinical Manager - EMS Mike Shown

Meet and Greet (6:00 To 7:00)

- Citizens meet and greet with various City Departments.

Call to Order

Mayor Gutierrez called the meeting to order at 6:15 p.m. having a quorum present and announced there would be approximately 15 more minutes of socialization before the actual agenda began.

Welcome and Introduction

Mayor Ralph Gutierrez welcomed and thanked all those who attended the meeting. Mayor Gutierrez introduced members of Council present: Mayor Pro-Tem Mark Davis, Councilmembers Rosemary Scott, Michael Dahle, David Scagliola, Allison Heyward, and Tim Brown. Mayor Gutierrez introduced City Manager Dr. Mark Browne, Assistant City Manager Charles Kelm and City Secretary Brenda Dennis. Mayor then turned the meeting over to Dr. Mark Browne.

Presentations regarding the specific topics:

- State of the City video (M. Browne)

City Manager Dr. Mark Browne expressed his gratitude for the community attending the Special Council on the Go meeting and introduced the State of the City video which was played for the enjoyment and information for our guests.

- TxDot Road Project Updates - FM 1518, FM 1103, IH 35 and IH 10 (K. Woodlee)

City Engineer Kathy Woodlee provided a Power Point and gave an update on our TxDot projects.

Cibolo City Councilmember Joel Hicks provided additional information on an extension of the I-10 area.

City Manager Dr. Mark Browne remarked on the large amount of money TxDot is investing in our community and expressed his gratitude.

- Road CIP/Repair Update (K. Woodlee/J. Nowak)

Engineer John Nowak provided a Power Point and gave an update on our Street Preservation and Maintenance (SPAM) projects.

- Water Meter Update (D. Hardin-Trussell)

Utility Billing Manager Dawniecia Hardin-Trussell provided a Power Point and gave an update on our new water meters and the benefits they provide. She also provided information on a new payment interface site and the benefits/options it provides along with the new look of our utility bills.

- Budget Recap (M. Browne/J. Walters)

Finance Director James Walters provided a Power Point and gave an update on our budget for 2019-2020.

- Discussion/promotion of the 2020 Census. (M. Browne/T. McFalls)

GIS Coordinator Tony McFalls provided a Power Point and gave an update on the 2020 Census.

City Manager Dr. Browne spoke on the importance of responding to your Census quickly and the stakes involved for our state as far as qualifying for funding.

City Hall Communications:

City Council will host a citizens' communication meeting to hear citizen issues and provide general policy and factual information as to issues brought up by citizens. No action shall be taken except to place an item on a future agenda as appropriate.

City Manager Dr. Browne directed the appropriate department heads to address the following questions from citizens:

- For the services you do within the City's computer systems, what levels of monitoring do you perform to try to detect invaders?
- Part 1 - For outside services that the City uses, what level of scrutiny of a vendor's computer security systems do you perform before contracting for a vendor's services?
- Part 2 - As the threat models continue to change, how frequently do you go back to the vendors and re-check to see that they are still doing what is needed to protect the City from ransom ware attacks?
- Has the difference of some residents receiving once a week trash pickup and others twice a week trash pickup been addressed?
- What is the policy of notifying the public if there is a cyber security attack/breach?
- The resurfacing job on FM 1518 is not adequate, an eyesore and a health hazard to breath in the pollutants from the concrete type trucks that drop rocks/debris onto the road coming from the two concrete type businesses on FM 1518.
- Will there be any further work done on Lower Sequin Rd? The road is starting to fall apart.
- Is there an update on the new water tower and can we expect better water pressure?
- How are you going to deal with maintaining a good traffic flow once the road construction begins on FM 1518?
- The school bus traffic on FM 1518 is heavy. Do you have any plan to coordinate with the school bus schedules when FM 1518 road construction begins?

Mayor Gutierrez thanked all present for their attendance and interest in their City. He also thanked the City for planning and hosting the event.

Adjournment

As there was no further questions, Mayor Gutierrez officially adjourned at 7:41 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Gayle Wilkinson, Deputy City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: Emergency Medical Services
Subject: Resolution No. 20-R-23 - Consideration and/or action approving a Resolution authorizing purchases up to \$185,000.00 with Stryker during the 2019-2020 fiscal year and other matters in connection therewith. (C. Kelm/J. Mabbitt)

BACKGROUND

In EMS, the gold-standard to measure a patient's ability to breathe is by utilizing a device called an End-Tidal CO2 detector (ETCO2). This device measures the partial pressure of carbon dioxide (CO2) at the end of an exhaled breath. It is expressed on our monitors as a number and a waveform that our paramedics can read to determine effectiveness of breathing. It also has the capability to administer low levels of oxygen to a patient if needed. We utilize this device on almost every EMS response.

The EMS department routinely purchases medical supplies from a variety of vendors who we have an agreement with or who are part of a purchasing cooperative. It is our policy to seek out the best pricing for the City when making purchases. Stryker has recently provided the best pricing for ETCO2 devices over our other vendors. The City has a not to exceed limit with Stryker in place in the amount of \$161,392.00 for leased heart monitors, LUCAS devices, stretchers and associated equipment. To date, we have spent \$151,653.02 with Stryker. Since they are providing the best pricing for our ETCO2 devices we are seeking to increase the NTE limit to \$185,000.00 in order to purchase enough devices for the end of the fiscal year.

GOAL

To purchase necessary medical equipment at the best value.

COMMUNITY BENEFIT

To provide the best equipment at the lowest cost to the City.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council authorizes the City Manager to purchase medical equipment from Stryker up to \$185,000.00 during the 2019-2020 fiscal year

FISCAL IMPACT

Increase the not to exceed limit for Stryker from 161,392.00 to \$185,000. Purchasing these devices through Stryker will save the City \$8,460.00 for the fiscal year.

RECOMMENDATION

Staff recommends Council approve Resolution 20-R-23.

RESOLUTION NO. 20-R-23

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS AUTHORIZING PURCHASES UP TO \$185,000.00 WITH
STRYKER AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, Schertz EMS has budgeted expenditures for medical equipment to include stretchers, monitors, LUCAS devices and associated equipment; and

WHEREAS, City staff has determined that Stryker provides the best-value to the City for essential medical equipment; and

WHEREAS, Stryker has a reputation of consistently providing quality equipment for a low price compared to other vendors; and

WHEREAS, City Council has determined that it is in the best interest of the citizens of the City to be able to utilize Stryker to purchase medical equipment; and

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

Section 1. The City Council hereby authorizes expenditures up to \$185,000 for FY 2019-2020 to Stryker for related medical equipment, not to exceed the approved budgeted amounts.

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 25th day of February 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: Police Department
Subject: Resolution No. 20-R-20 - Consideration and/or action authorizing a Resolution accepting the 2019 Racial Profiling report, and other matters in connection therewith. (C. Kelm/M. Hansen)

BACKGROUND

Texas Code of Criminal Procedure Article 2.134 requires the chief administrator of the law enforcement agency to submit an annual report concerning data obtained on traffic stops to the governing body of the municipality served.

GOAL

City Council review and acceptance of the 2019 Annual Racial Profiling Report.

COMMUNITY BENEFIT

Provides documentation of the activities of the City's police department in the area of traffic enforcement.

SUMMARY OF RECOMMENDED ACTION

The annual racial profiling report is submitted for review.

FISCAL IMPACT

No fiscal impact

RECOMMENDATION

Staff recommends acceptance of the resolution 20-R-20 accepting the 2019 Annual Racial Profiling Report.

Attachments

Resolution 20-R-20
Racial Profiling Report Data
Racial Profiling Report Percentages
Racial Profiling Report Annual Comparisons
Racial Profiling Report Cover Letter

RESOLUTION NO. 20-R-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE ACCEPTANCE OF THE 2019 RACIAL PROFILING REPORT, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Article 2.134 of the Texas Code of Criminal Procedure, as amended, requires the chief administrator of a law enforcement agency to submit an annual report to the governing body of the municipality served that contains data obtained on traffic stops during the previous calendar year, including an analysis of both the number of motor vehicle stops and the disposition of such cases based on the race or ethnicity of the affected persons (the “2019 Racial Profiling Report”);

WHEREAS, the Chief of Police of the City of Schertz (the “City”) submitted the 2019 Racial Profiling Report to the City;

WHEREAS, the Chief of Police and City staff recommend that the City accept the 2019 Racial Profiling Report; and

WHEREAS, the City Council has determined that it is in the best interest of the City to accept the 2019 Racial Profiling Report.

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

Section 1. The City Council hereby accepts the 2019 Racial Profiling Report.

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 25th day of February, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

City Secretary, Brenda Dennis

Racial Profiling Report | Full Report

| | |
|------------------------------------|---|
| Agency Name: | Schertz Police Department |
| Reporting Date: | February / 2020 |
| TCOLE Agency Number: | 187203 |
| Chief Administrator: | Michael Hansen |
| Agency Contact Information: | |
| Phone: | 210-619-1200 |
| Email: | mhanzen@schertz.com |
| Mailing Address: | 1400 Schertz Parkway Building 6 Schertz, Texas 78154 |

This Agency filed a full report.

Schertz Police Department has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the Schertz Police Department from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the Schertz Police Department if the individual believes that a peace officer employed by the Schertz Police Department has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the Schertz Police Department 's compliment and complaint process, including providing the telephone number, mailing address, and email address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the Schertz Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the Schertz Police Department 's policy adopted under this article;
- (6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (a) the race or ethnicity of the individual detained;
 - (b) whether a search was conducted and, if so, whether the individual detained consented to the search;
 - (c) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 - (d) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(e) the location of the stop; and

(f) the reason for the stop; and

(7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(a) the Texas Commission on Law Enforcement; and

(b) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Michael Hansen

Chief Administrator

Schertz Police Department

Date: 02/06/2020

Schertz Police Department Racial Profiling Information

Total stops: 9,485

Gender

Female: 3,826

Male: 5,655

Unknown: 4

Race or ethnicity

Alaska Native/American Indian: 27

Asian/Pacific Islander: 209

Black: 1,440

Hispanic/Latino: 1,861

White: 5,945

Other: 3

Was race or ethnicity known prior to stop

Yes: 174

No: 9,311

Reason for stop?

Violation of law: 278

Preexisting knowledge: 94

Moving traffic violation: 7,007

Vehicle traffic violation: 2,106

Street address or approximate location of the stop

City street: 6,702

US highway: 1,546

County road: 528

State highway: 607

Private property or other: 102

Was a search conducted

Yes: 341

No: 9,144

Reason for Search

Consent: 39

Contraband in plain view: 8

Probable cause: 246

Inventory: 22

Incident to arrest: 26

Was Contraband discovered

Yes: 278

No: 63

Description of contraband

Drugs: 233

Currency: 5

Weapons: 4

Alcohol: 25

Stolen property: 9

Other: 35

Result of the stop

Verbal warning: 0

Written warning: 4,027

Citation: 5,348

Written warning and arrest: 46

Citation and arrest: 64

Arrest

Total: 110

Arrest based on

Violation of Penal Code: 62

Violation of Traffic Law: 3

Violation of City Ordinance: 0

Outstanding Warrant: 45

Was physical force resulting in bodily injury used during stop

Yes: 29

No: 9,456

**Schertz Police Department
Annual Racial Profiling Report**

2019

Result of Stop

| | | |
|---------------------|-------------|-------|
| Verbal Warning | 0 | 0.0% |
| Written Warning | 4027 | 42.5% |
| Citations Only | 5348 | 56.4% |
| Arrest Only | 0 | 0.0% |
| Citations & Arrests | 64 | 0.7% |
| Warning & Arrest | 46 | 0.5% |
| Total | 9485 | |

Gender

| | | |
|---------|------|-------|
| Male | 5655 | 59.6% |
| Female | 3826 | 40.3% |
| Unknown | 4 | 0.0% |

Race or Ethnicity

| | | |
|-----------------|------|-------|
| Black | 1440 | 15.2% |
| Asian | 209 | 2.2% |
| White | 5945 | 62.7% |
| Hispanic | 1861 | 19.6% |
| Middle Eastern | 0 | 0.0% |
| Native American | 27 | 0.3% |
| Other | 3 | 0.0% |
| Unknown | 0 | 0.0% |

Race known prior to stop

| | | |
|-----|------|-------|
| Yes | 174 | 1.8% |
| No | 9311 | 98.2% |

Reason for Stop

| | | |
|---------------------------|------|-------|
| Violation of law | 278 | 2.9% |
| Preexisting knowledge | 94 | 1.0% |
| Moving traffic violation | 7007 | 73.9% |
| Vehicle traffic violation | 2106 | 22.2% |

Location of Stop

| | | |
|---------------------------|------|-------|
| City street | 6702 | 70.7% |
| US highway | 1546 | 16.3% |
| County road | 528 | 5.6% |
| State highway | 607 | 6.4% |
| Private property or other | 102 | 1.1% |

Seach conducted

| | | |
|-----|------|-------|
| Yes | 341 | 3.6% |
| No | 9144 | 96.4% |

Reason for Search

| | | |
|--------------------------|-----|-------|
| Consent | 39 | 11.4% |
| Contraband in plain view | 8 | 2.3% |
| Probably cause | 246 | 72.1% |
| Inventory | 22 | 6.5% |
| Incident to arrest | 26 | 7.6% |

Was contraband discovered

| | | |
|-----|-----|-------|
| Yes | 278 | 81.5% |
| No | 63 | 18.5% |

Discription of contraband

| | | |
|-----------------|-----|-------|
| Drugs | 233 | 83.8% |
| Currency | 5 | 1.8% |
| Weapons | 4 | 1.4% |
| Alcohol | 25 | 9.0% |
| Stolen property | 9 | 3.2% |
| other | 35 | 12.6% |

| | |
|----------------|-----|
| Arrests | 110 |
|----------------|-----|

Arrests based on

| | | |
|-----------------------------|----|-------|
| Violation of Penal Code | 62 | 56.4% |
| Violation of Traffic Law | 3 | 2.7% |
| Violation of City Ordinance | 0 | 0.0% |
| Outstanding Warrant | 45 | 40.9% |

Physical Force w/Injury Used

| | | |
|-----|------|-------|
| Yes | 29 | 0.3% |
| No | 9456 | 99.7% |

| | 2013 | | 2104 | |
|-----------------------|-------|--------------|-------|--------------|
| Result of Stop | | | | |
| Verbal Warning | | | | |
| Written Warning | | | | |
| Citations Only | 14710 | 99.3% | 10710 | 99.0% |
| Arrest Only | 30 | 0.2% | 34 | 0.3% |
| Citations & Arrests | 73 | 0.5% | 74 | 0.7% |
| Warning & Arrest | | | | |
| Total | | 14816 | | 10818 |

Gender

Male
Female
Unknown

Race or Ethnicity

| | | | | |
|------------------|------|-------|------|-------|
| African American | 1630 | 11.0% | 1204 | 11.1% |
| Asian | 223 | 1.5% | 184 | 1.7% |
| Caucasian | 9568 | 64.6% | 6737 | 62.3% |
| Hispanic | 3335 | 22.5% | 2631 | 24.3% |
| Middle Eastern | 31 | 0.2% | 50 | 0.5% |
| Native American | 15 | 0.1% | 12 | 0.1% |
| Other | 14 | 0.1% | 0 | 0.0% |
| Unknown | 0 | 0.0% | 0 | 0.0% |

Race known prior to stop

| | | | | |
|-----|-------|-------|-------|-------|
| Yes | 977 | 6.6% | 370 | 3.4% |
| No | 13839 | 93.4% | 10448 | 96.6% |

Reason for Stop

Violation of law
Preexisting knowledge
Moving traffic violation
Vehicle traffic violation

Location of Stop

City street
US highway
County road
State highway
Private property or other

Seach conducted

| | | | | |
|-----|-------|-------|-------|-------|
| Yes | 380 | 2.6% | 433 | 4.0% |
| No | 14436 | 97.4% | 10385 | 96.0% |

Search consented

| | | | | |
|-----|-----|-------|-----|-------|
| Yes | 87 | 22.9% | 79 | 18.2% |
| No | 293 | 77.1% | 354 | 81.8% |

Reason for Search

Consent
Contraband in plain view
Probably cause
Inventory
Incident to arrest

Was contraband discovered

Yes
No

Discription of contraband

Drugs
Currency
Weapons
Alcohol
Stolen property
other

Arrests**Arrests based on**

Violation of Penal Code
Violation of Traffic Law
Violation of City Ordinance
Outstanding Warrant

Physical Force w/Injury Used

Yes
No

| 2015 | | 2016 | | 20 |
|------|-------------|------|-------------|-------------|
| 8003 | 98.7% | 6431 | 98.4% | 4766 |
| 48 | 0.6% | 32 | 0.5% | 35 |
| 56 | 0.7% | 72 | 1.1% | 69 |
| | 8107 | | 6536 | 4870 |

| | | | | |
|------|-------|------|-------|------|
| 1042 | 12.9% | 840 | 12.9% | 673 |
| 128 | 1.6% | 132 | 2.0% | 95 |
| 4929 | 60.8% | 4234 | 64.8% | 3434 |
| 1976 | 24.4% | 1301 | 19.9% | 646 |
| 8 | 0.1% | 18 | 0.3% | 9 |
| 24 | 0.3% | 10 | 0.2% | 13 |
| 0 | 0.0% | 0 | 0.0% | 0 |
| 0 | 0.0% | 0 | 0.0% | 0 |
| 329 | 4.1% | 204 | 3.1% | 144 |
| 7778 | 95.9% | 6331 | 96.9% | 4726 |

| | | | | |
|------|-------|------|-------|------|
| 341 | 4.2% | 317 | 4.9% | 290 |
| 7766 | 95.8% | 6218 | 95.1% | 4580 |

| | | | | |
|-----|-------|-----|-------|-----|
| 53 | 15.5% | 25 | 7.9% | 19 |
| 288 | 84.5% | 292 | 92.1% | 271 |

97.9%
0.7%
1.4%

13.8%
2.0%
70.5%
13.3%
0.2%
0.3%
0.0%
0.0%

3.0%
97.0%

6.0%
94.0%

| | |
|-------------|-------|
| 0 | 0.0% |
| 3174 | 37.0% |
| 5312 | 62.0% |
| 0 | 0.0% |
| 55 | 0.6% |
| 27 | 0.3% |
| 8568 | |
| | |
| | |
| 5057 | 59.0% |
| 3484 | 40.7% |
| 27 | 0.3% |
| | |
| | |
| 1236 | 14.4% |
| 189 | 2.2% |
| 5595 | 65.3% |
| 1488 | 17.4% |
| 0 | 0.0% |
| 24 | 0.3% |
| 0 | 0.0% |
| 0 | 0.0% |
| | |
| | |
| 215 | 2.5% |
| 8353 | 97.5% |
| | |
| | |
| 192 | 2.2% |
| 275 | 3.2% |
| 5436 | 63.4% |
| 2665 | 31.1% |
| | |
| | |
| 5481 | 64.0% |
| 1652 | 19.3% |
| 1431 | 16.7% |
| 0 | 0.0% |
| 4 | 0.0% |
| | |
| | |
| 305 | 3.6% |
| 8263 | 96.4% |

| | |
|-------------|-------|
| 0 | 0.0% |
| 4027 | 42.5% |
| 5348 | 56.4% |
| 0 | 0.0% |
| 64 | 0.7% |
| 46 | 0.5% |
| 9485 | |
| | |
| | |
| 5655 | 59.6% |
| 3826 | 40.3% |
| 4 | 0.0% |
| | |
| | |
| 1440 | 15.2% |
| 209 | 2.2% |
| 5945 | 62.7% |
| 1861 | 19.6% |
| 0 | 0.0% |
| 27 | 0.3% |
| 3 | 0.0% |
| 0 | 0.0% |
| | |
| | |
| 174 | 1.8% |
| 9311 | 98.2% |
| | |
| | |
| 278 | 2.9% |
| 94 | 1.0% |
| 7007 | 73.9% |
| 2106 | 22.2% |
| | |
| | |
| 6702 | 70.7% |
| 1546 | 16.3% |
| 528 | 5.6% |
| 607 | 6.4% |
| 102 | 1.1% |
| | |
| | |
| 341 | 3.6% |
| 9144 | 96.4% |

6.6%
93.4%

| | |
|------|----------|
| | |
| | |
| | included |
| | below |
| | |
| | |
| 32 | 10.5% |
| 10 | 3.3% |
| 217 | 71.1% |
| 10 | 3.3% |
| 38 | 12.5% |
| | |
| | |
| 215 | 70.5% |
| 90 | 29.5% |
| | |
| | |
| 183 | 85.1% |
| 2 | 0.9% |
| 1 | 0.5% |
| 0 | 0.0% |
| 0 | 0.0% |
| 29 | 13.5% |
| | |
| | 111 |
| | |
| | |
| 42 | 37.8% |
| 0 | 0.0% |
| 0 | 0.0% |
| 69 | 62.2% |
| | |
| | |
| 3 | 0.0% |
| 8565 | 100.0% |

| | |
|------|----------|
| | |
| | |
| | included |
| | below |
| | |
| | |
| 39 | 11.4% |
| 8 | 2.3% |
| 246 | 72.1% |
| 22 | 6.5% |
| 26 | 7.6% |
| | |
| | |
| 278 | 81.5% |
| 63 | 18.5% |
| | |
| | |
| 233 | 83.8% |
| 5 | 1.8% |
| 4 | 1.4% |
| 25 | 9.0% |
| 9 | 3.2% |
| 35 | 12.6% |
| | |
| | 110 |
| | |
| | |
| 62 | 56.4% |
| 3 | 2.7% |
| 0 | 0.0% |
| 45 | 40.9% |
| | |
| | |
| 29 | 0.3% |
| 9456 | 99.7% |



SCHERTZ POLICE DEPARTMENT

MICHAEL R. HANSEN, CHIEF OF POLICE
1400 SCHERTZ PARKWAY BLDG 6 • SCHERTZ, TEXAS 78154
OFFICE: 210-619-1213 • FAX: (210) 619-1220
MHANSEN@SCHERTZ.COM

February 24, 2020

City Council
City of Schertz

Re: Annual Racial Profiling Report

In accordance with the Texas Code of Criminal Procedure Article 2.134 the attached compilation of traffic stop information is submitted.

The required report must include the race or ethnicity of the individual detained, whether a search was conducted, if the individual detained consented to the search and if the officer was aware of the race or ethnicity of the individual before the stop was conducted.

Although Legislation does not offer any details concerning the evaluation of the data, over the past few years it has become commonly considered acceptable if the diversity of the data is somewhat similar to that of the demographics of the jurisdiction.

Our data of detained compared to the demographics of our city are proportionate. The following statistics represents 96% of our population and 97% of the total detained.

| | Detained | Population* |
|----------|----------|-------------|
| Black | 15.2% | 9% |
| Hispanic | 19.6% | 26% |
| White | 62.7% | 61% |

In addition to the statistical report, it must also provide information relating to each complaint filed with the agency alleging that an officer engaged in racial profiling. There were no complaints from traffic stops alleging that a Schertz Police Officer engaged in racial profiling during this reporting period.

When reviewing the annual comparisons you will see that our data remains consistent from year to year. This year, there were additional fields added and some changed by legislation.

The law specifically states that data collected as a result of the reporting requirements shall not constitute prima facie evidence of racial profiling. In fact, I believe the data supports the recognition that the Schertz Police Department continues to ethically and impartially enforce the laws and ordinances for which we are responsible.

United in a spirit of teamwork, the Schertz Police Department, as a regional leader and in partnership with the Community, is devoted to excellence in innovative and proactive public service and safety while contributing to an exceptional quality of life.

A handwritten signature in black ink, appearing to read "M. Hansen", written in a cursive style.

Michael R. Hansen,
Chief of Police

* Demographic data is from the 2012 census report

CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: City Secretary
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. *Final 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-03 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, and approved final reading on February 25, 2020.

Ralph Gutierrez, Mayor

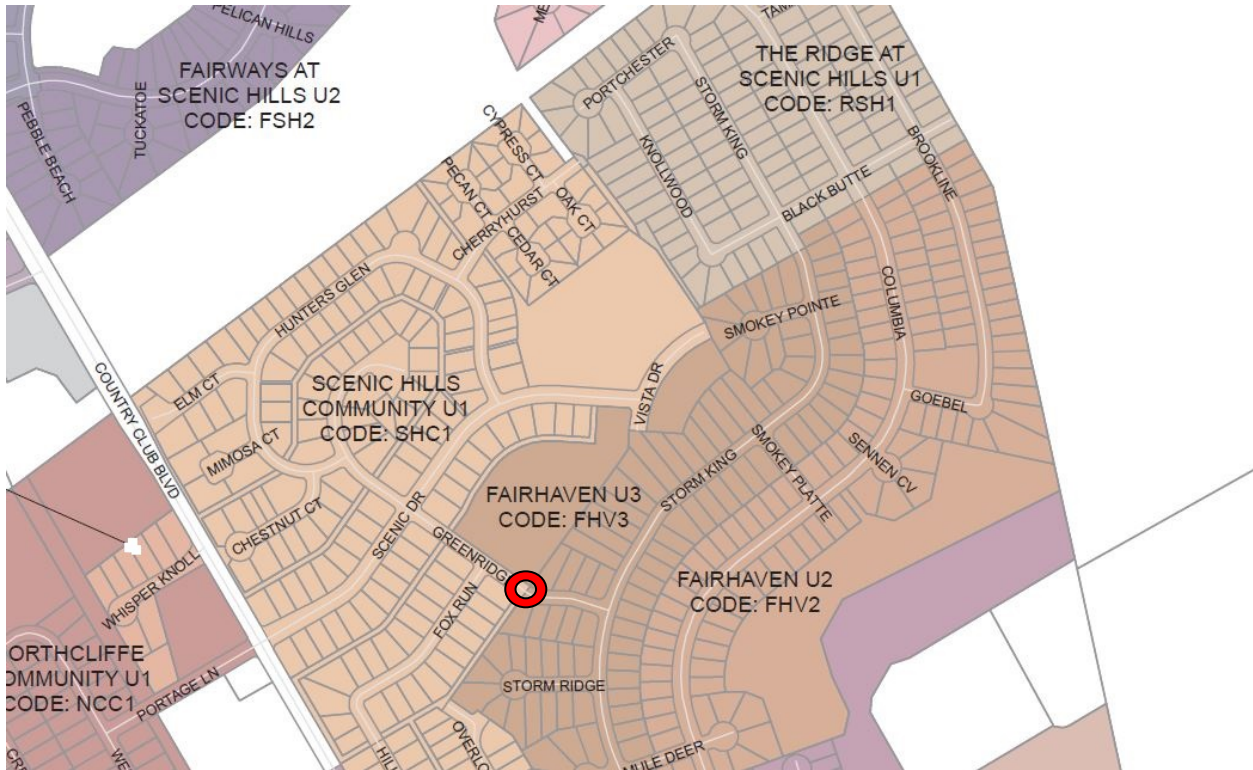
ATTEST:


Brenda Dennis, City Secretary



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 25, 2020

Department: City Secretary

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. *Final 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 final reading Ordinance No. 20-T-04

Attachments

Ordinance 20-T-04

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 COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: City Secretary
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) *Final 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 final 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-D05

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.

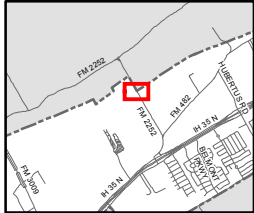
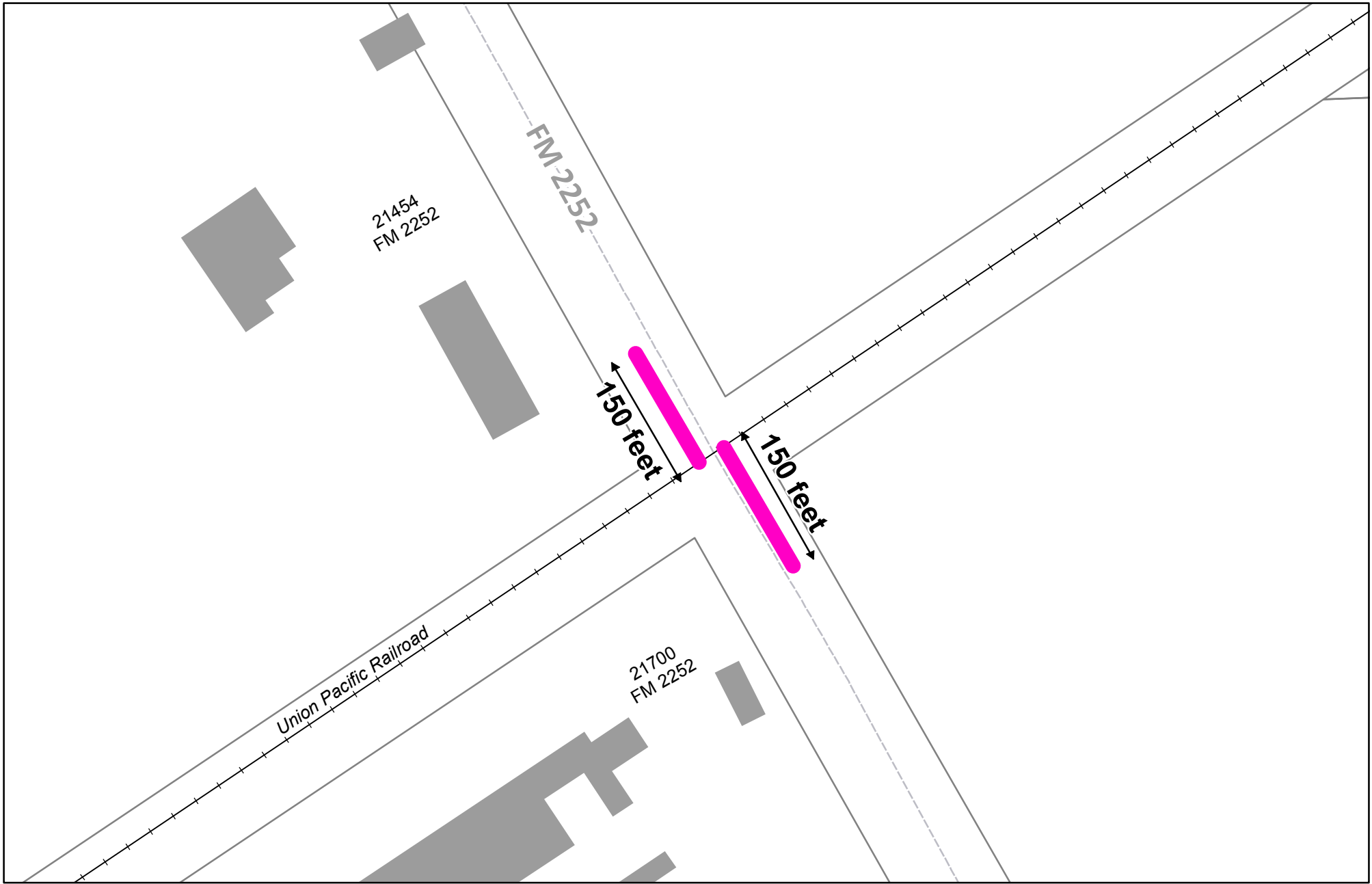
PASSED ON FIRST READING, the 11th of February, 2020, and approved final reading on February 25, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

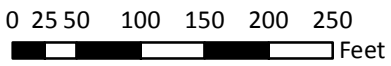
ATTEST:

Brenda Dennis, City Secretary



No Parking
Ordinance 20-D-05

City of Schertz



CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: Engineering
Subject: Resolution 20-R-10 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing an amendment to the professional services agreement with Lockwood, Andrews and Newnam, Inc., relating to the 2018 Drainage Maintenance Projects, and other matters in connection therewith. (C. Kelm/S. Williams/D. Letbetter)

BACKGROUND

In an effort to eliminate ongoing maintenance and safety issues for the City's drainage staff and citizens, the Drainage Department recommended completing several projects throughout the City as part of the 2018 Drainage Budget. The list of projects includes five concrete rip rap projects as well as two underground drainage project. Lockwood, Andrews, and Newnam, Inc. (LAN) was hired for design, bid, and construction phase engineering services, as approved with Resolution 18-R-09. All seven projects were designed, but due to the bids received, funding was only available to construct two of the seven projects.

During the finalization of the fiscal year 2019-2020 budget, City Council approved setting aside a portion of the fiscal year 2018-2019 general fund excess reserves to be used to complete the remaining five drainage projects that were designed in 2018. Prior to bidding and construction, there is a need to re-engage LAN on the project to review the design, perform utility coordination including sub-surface utility verification, and to verify survey control points. While there was some remaining fee within the not-to-exceed value approved with 18-R-09, there is a need to increase that not-to-exceed value by \$15,000. This additional fee brings the total project not-to-exceed value to \$155,410.

The work that LAN needs to complete prior to bidding is expected to take four to six weeks, at which point the collection of projects will be advertised for bids.

The Schaefer Road Rip Rap Project will be completed utilizing one of the Concrete ID/IQ contracts that the City has in place for concrete work.

GOAL

To obtain authorization from City Council to execute an amendment to the agreement with LAN to complete the design of the 2018 Drainage Maintenance Projects.

COMMUNITY BENEFIT

Completing these drainage maintenance projects reduces ongoing maintenance issues for City Staff and makes these areas safer for the community and City Staff.

SUMMARY OF RECOMMENDED ACTION

Approve 20-R-10 to authorize the additional services with LAN.

FISCAL IMPACT

Funding for the additional costs of \$15,000 associated with the amended professional services agreement will be paid from savings from the two previously constructed drainage maintenance projects and the fiscal year 2018-2019 excess reserves allocated to drainage projects.

RECOMMENDATION

Staff recommends authorization of the amendment to the project agreement with LAN for the additional services as identified in the attachments hereto.

Attachments

20-R-10

Existing Drainage Maintenance Contract with LAN

Additional Services Scope of Work

RESOLUTION NO. 20-R-10

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LOCKWOOD, ANDREWS, AND NEWNAM, INC., RELATING TO THE 2018 DRAINAGE MAINTENANCE PROJECTS, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has entered into an agreement for design, bid, and construction phase engineering services for the 2018 Drainage Maintenance Projects with Lockwood, Andrews, and Newnam, INC.; and

WHEREAS, City staff has identified the need for additional engineering services to finalize the design of the four remaining projects within the 2018 Drainage Maintenance Projects; and

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

WHEREAS, Lockwood, Andrews and Newnam, Inc. is an approved On-Call Engineering Service for the City of Schertz; and

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

Section 1. The City Council hereby authorizes additional expenditures with Lockwood, Andrews and Newnam, Inc., in a total project amount not to exceed \$155,410 for design, bid, and construction phase engineering services for the 2018 Drainage Maintenance Projects.

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 25th day of February, 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

EXHIBIT A
SCOPE MODIFICATION PROPOSAL

CITY OF SCHERTZ

PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into in the City of Schertz, Texas, between the **City of Schertz**, a Texas municipal corporation, hereinafter called "CITY" and/or "OWNER", and **Lockwood, Andrews & Newnam, Inc.** hereinafter called "CONSULTANT".

Engineer(s), duly licensed, and practicing under the laws of the State of Texas, hereinafter called "CONSULTANT", this Agreement being executed by City pursuant to appropriate action by the City Council of CITY and by CONSULTANT, for engineering services hereinafter set forth in connection with the above designated Project for CITY.

| | |
|--------------|---|
| ARTICLE 1 | DEFINITIONS |
| ARTICLE 2 | SCOPE OF SERVICES |
| ARTICLE 3 | COMPENSATION FOR SERVICES |
| ARTICLE 4 | METHOD OF PAYMENT |
| ARTICLE 5 | TIME, SCHEDULE, AND PERIOD OF SERVICE |
| ARTICLE 6 | COORDINATION WITH CITY |
| ARTICLE 7 | REVISIONS TO DRAWINGS AND SPECIFICATIONS |
| ARTICLE 8 | OWNERSHIP OF DOCUMENTS |
| ARTICLE 9 | TERMINATION AND/OR SUSPENSION OF WORK |
| ARTICLE 10 | CONSULTANT'S WARRANTY |
| ARTICLE 11 | ASSIGNMENT OR TRANSFER OF INTEREST |
| ARTICLE 12 | INSURANCE REQUIREMENTS |
| ARTICLE 13 | INDEMNIFICATION |
| ARTICLE 14 | CLAIMS AND DISPUTES |
| ARTICLE 15 | SEVERABILITY |
| ARTICLE 16 | ESTIMATES OF COST |
| ARTICLE 17 | INTEREST IN CITY CONTRACTS PROHIBITED |
| ARTICLE 18 | CONFLICTS OF INTEREST DISCLOSURE |
| ARTICLE 19 | STANDARD OF CARE |
| ARTICLE 20 | RIGHT OF REVIEW AND AUDIT |
| ARTICLE 21 | ENTIRE AGREEMENTS |
| ARTICLE 22 | VENUE |
| ARTICLE 23 | NOTICES |
| ARTICLE 24 | INDEPENDENT CONTRACTOR |
| ARTICLE 25 | CAPTIONS |
| ATTACHMENT 1 | PROJECT SCOPE OF SERVICES |
| ATTACHMENT 2 | COMPENSATION |
| ATTACHMENT 3 | BILLING RATE SCHEDULE |
| ATTACHMENT 4 | ADDITIONAL PROJECTS AND/OR EXPANDED SCOPE OF SERVICES |

ARTICLE 1: DEFINITIONS

AS USED IN THIS AGREEMENT, THE FOLLOWING TERMS SHALL HAVE MEANINGS AS SET OUT BELOW:

Agreement means this Master Agreement between CITY and CONSULTANT that establishes the terms and conditions for all Projects to be carried out under this Agreement.

Application for Compensation means the form CONSULTANT uses to make a request to be paid for completed services.

Application for Payment means the form CONSTRUCTION CONTRACTOR uses to make a request to be paid for completed work.

Certificate for Payment means the form CONSULTANT uses to make recommendations on CONSTRUCTION CONTRACTOR'S Application for Payment.

CITY means the City of Schertz, Texas.

Claim means a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of this Agreement, payment of money, extension of time, or other relief with respect to the terms of this Agreement. The term "claim" also includes other disputes and matters in question between the OWNER and CONSULTANT arising out of or relating to this Agreement.

Compensation means amounts paid by CITY to CONSULTANT for completed services under this Agreement.

CONSTRUCTION CONTRACTOR means the firm hired by CITY to construct the Project.

Construction Contract Documents means the contract between the CITY and the firm contracted by CITY to construct the Project and all documents therein.

CONSULTANT means the entity named on the cover page of this Agreement and its officers, partners, employees, agents, and representatives, and all its subconsultants, if any, and all other persons or entities for which CONSULTANT is legally responsible.

ENGINEER means CITY's City Engineer.

Final Compensation means the final amounts paid by CITY to CONSULTANT for completed services under this Agreement.

Final Payment means the final amounts paid by CITY to CONSTRUCTION CONTRACTOR for completed work under the construction contract.

Opinion of Probable Construction Cost means CONSULTANT'S estimate of probable construction cost for a Project based on its experience and qualifications as a practitioner of its profession and the current costs in the local area.

OWNER means the City of Schertz, Texas.

Payment means amount paid by CITY to CONSTRUCTION CONTRACTOR for work performed under the Construction Contract Documents.

Plans and Specifications means the construction documents.

Project means the capital improvement/construction development undertaking of CITY for which CONSULTANT'S services, as stated in the Scope of Services, and to be provided pursuant to this Agreement.

Proposal means CONSULTANT'S proposal to provide services for the Project.

Schedule of Values means the fees allocated to services, reimbursable and/or various portions of the services or Work, prepared in such form, and supported by such data to substantiate its accuracy as OWNER may require.

Scope of Services means the services described in Article 4, Scope of Services.

Services means professional services performed by CONSULTANT.

Total Compensation means the amount paid to CONSULTANT under Article 2, Compensation for Basic Services, of this Agreement.

Work means the labor and materials required to complete a Project by CONSTRUCTION CONTRACTOR in accordance with the Construction Contract Documents.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 CONSULTANT shall not commence work until being thoroughly briefed on the scope of the Project and being notified in writing to proceed. The scope of the Project and CONSULTANT'S Services required shall be reduced by CONSULTANT to a written summary of the scope meeting. That Scope of Services and associated cost, once approved by CITY, will be included as a part of this Agreement as Attachments 1 and 2 herein. Should the scope subsequently change, either CONSULTANT or CITY may request a review of the anticipated services, with an appropriate adjustment in compensation.
- 2.2 Communications by and with CONSULTANT'S subconsultants shall be through CONSULTANT. Communications by and with subcontractors and material suppliers shall be through CONSTRUCTION CONTRACTOR.

- 2.3 CONSULTANT, in consideration for the Compensation herein provided, shall render the professional Services described in this Section that are necessary for the development of the Project, including plans and specifications, construction management services, any special and general conditions, and instructions to bidders as acceptable to the Engineer, or his or her duly authorized representative.
- 2.4 CONSULTANT shall complete a Project in accordance with the phases in CONSULTANT'S Scope of Services attached and incorporated herein as Attachments 1 and 2.
- 2.5 Upon acceptance and approval of the plans, reports or other deliverables required for a Phase of work, as set forth in the Scope of Services, Engineer shall authorize CONSULTANT, in writing, to proceed with the next phase of Work.
- 2.6 During Design Phases CONSULTANT shall:
- 2.6.1 Coordinate and meet with City staff and Project stakeholders as appropriate throughout the Project. Assist staff at meetings with stakeholders, workshops, and presentations to advisory commissions and City Council.
 - 2.6.2 Provide the necessary field survey services to determine the existing field conditions, including all utilities and surface features to the maximum extent possible.
 - 2.6.3 CONSULTANT shall make every effort to minimize utility adjustments, where possible.
 - 2.6.4 In the event electrical, communication, gas or other facilities are encountered, CONSULTANT shall identify and incorporate those facilities at the completion of each Project Phase in order to determine the magnitude of any potential adjustment.
 - 2.6.5 Perform the necessary testing to determine the existing site conditions and proper design for construction and methods of any necessary demolition.
 - 2.6.6 Follow and comply with the requirements for the Design Phases listed in this Agreement, CITY'S Unified Development Code, if applicable, and CITY'S Design Guidance Manual, both of which are incorporated by reference herein.
 - 2.6.7 In case of conflicts, follow and comply with the most stringent requirements for the Design Phases.
 - 2.6.8 Prepare documents for, and coordinate with other utilities and associated local, state, and federal agencies (including TCEQ, EPA, TxDOT, ACOE, etc.) as required for the approval of all necessary permits (determined during scoping for each individual project).

- 2.6.9 Provide detailed plans and specifications for the Project at appropriate progress intervals in requested formats (may include hard copy, .pdf, and .dwg).
- 2.6.10 Provide Opinion of Probably Construction Cost.
- 2.7 During Bid Phase CONSULTANT shall:
 - 2.7.1 Provide unit price bid quantities in City bid form format for use in bid documents.
 - 2.7.2 Provide bid sets of contract, technical specifications, plans, and any other necessary documents in hard copy and digital format.
 - 2.7.3 Attend pre-bid conference and prepare responses to questions and addenda as necessary.
 - 2.7.4 Research qualifications and references of apparent low bidder(s) and provide a letter of recommendation for contract award.
- 2.8 During Construction Phase:
 - 2.8.1 CONSULTANT shall monitor construction schedule.
 - 2.8.2 CONSULTANT will make a minimum of two visits per month to the Project Site at intervals appropriate to the Phases to (1) become generally familiar with and to keep CITY informed about the progress and quality of the portion of the Work completed, and (2) endeavor to guard CITY against defects in Work. However, CONSULTANT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
 - 2.8.3 CONSULTANT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work since these are solely CONSTRUCTION CONTRACTOR'S rights and responsibilities under the Contract Documents. CONSULTANT'S efforts will be directed toward providing for CITY a greater degree of confidence that the completed Work will generally conform to the Contract Documents.
 - 2.8.4 CONSULTANT will not be responsible for CONSTRUCTION CONTRACTOR'S failure to perform the Work in accordance with the requirements of the Contract Documents. CONSULTANT will not have control over or charge of and will not be responsible for acts or omissions of CONSTRUCTION CONTRACTOR, subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
 - 2.8.5 CONSULTANT and CITY have authority to reject Work that does not conform to the Contract Documents. Whenever CONSULTANT or CITY considers it necessary or advisable, either CITY or CONSULTANT may require inspection or testing of the Work whether or not such Work is fabricated, installed or

completed. However, neither this authority of CONSULTANT or CITY, nor a decision made by either, in good faith, to require or not require an inspection shall give rise to a duty or responsibility of CONSULTANT or CITY to CONSTRUCTION CONTRACTOR, subcontractors, material and equipment suppliers, agents or employees, or other persons or entities performing portions of the Work.

- 2.8.6 CONSULTANT will review and approve or take other appropriate action upon CONSTRUCTION CONTRACTOR'S submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. CONSULTANT will respond to submittals such as Shop Drawings, Product Data, and Samples pursuant to the procedures set forth in the Project specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of equipment or systems, all of which remain the responsibility of CONSTRUCTION CONTRACTOR as required by the Contract Documents. CONSULTANT'S review of CONSTRUCTION CONTRACTOR'S submittals shall not relieve CONSTRUCTION CONTRACTOR of its obligations. CONSULTANT'S review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures unless otherwise specifically stated by CONSULTANT. CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 2.8.7 CONSULTANT will, within three work days after receipt of CONSTRUCTION CONTRACTOR'S Application for Payment review the Application for Payment and either issue to OWNER and/or the affected utility a Certificate for Payment for such amount as CONSULTANT determines is properly due, or notify OWNER, any affected utility, and CONSTRUCTION CONTRACTOR in writing of CONSULTANT'S reasons for withholding recommendation of approval in whole or in part.
- 2.8.8 CONSULTANT'S issuance of a Certificate for Payment will constitute a representation by CONSULTANT to OWNER, based on CONSULTANT'S evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of CONSULTANT'S knowledge, information and belief, the quality of the work is in accordance with the design agreement documents or Construction Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the design agreement documents, to results of subsequent tests and inspections, to correction of minor deviations from the design agreement documents prior to completion, and to any specific qualifications expressed by CONSULTANT. The issuance of a Certificate for Payment based on the CONSTRUCTION CONTRACTOR'S Application for Payment will further constitute a representation that CONSTRUCTION CONTRACTOR is entitled to payment in accordance with the Schedule of Values. The issuance of Certificate for Payment will not be a representation that

CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by OWNER to substantiate Construction Contractor's right to payment, or (4) made any examination to ascertain how or for what purpose CONSTRUCTION CONTRACTOR has used money previously paid on account of the Application for Payment sum.

- 2.8.9 CONSULTANT may recommend withholding an approval for Payment in whole or in part, to the extent reasonably necessary to protect OWNER if, in CONSULTANT'S opinion, the representations to OWNER required by Section 4.13 cannot be made. If CONSULTANT is unable to recommend approval of payment in the amount of the Application, CONSULTANT will notify OWNER and CONSTRUCTION CONTRACTOR as provided in Section 4.12. If OWNER and CONSULTANT cannot agree on a revised amount, CONSULTANT will promptly issue a Certificate for Payment for the amount for which CONSULTANT is able to make such representations to OWNER. CONSULTANT may also recommend withholding a Payment, because of subsequently discovered evidence, may modify the whole or a part of a Certificate for Payment to such extent as may be necessary, in CONSULTANT'S opinion, to protect OWNER and the affected utility from loss for which CONSTRUCTION CONTRACTOR is responsible, including loss resulting from acts and omissions described below:

- 2.8.9.1 defective Work not remedied;
- 2.8.9.2 third party claims filed or reasonable evidence indicating probable filing of such claims for which CONSTRUCTION CONTRACTOR is responsible hereunder unless security acceptable to OWNER and the affected utility is provided by CONSTRUCTION CONTRACTOR;
- 2.8.9.3 failure of CONSTRUCTION CONTRACTOR to make payments properly to the subcontractors and/or material providers;
- 2.8.9.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the agreement sum and CONSTRUCTION CONTRACTOR has failed to provide OWNER and the affected utility adequate assurance of its continued performance within a reasonable time after demand;
- 2.8.9.5 damage to OWNER or another contractor;
- 2.8.9.6 reasonable evidence that the Work will not be completed within the agreement time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

- 2.8.9.7 persistent failure by CONSTRUCTION CONTRACTOR to carry out the Work in accordance with the Construction Contract Documents.
- 2.8.10 When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld. OWNER shall not be deemed in default by CONSULTANT by reason of withholding payment as provided herein.
- 2.8.11 CONSULTANT will prepare Change Orders and Field Work Directives, and, with concurrence of OWNER, OWNER'S designated representative will have authority to order minor changes in the Work not involving an adjustment in the Total Compensation or an extension of the time for construction. Such changes shall be effected by written order, which CONSTRUCTION CONTRACTOR shall carry out promptly and record on the as-built plan.
- 2.8.12 Upon written request of CITY or CONSTRUCTION CONTRACTOR, CONSULTANT will issue its interpretation of the requirements of the Plans and Specifications. CONSULTANT'S response to such requests will be made in writing within any agreed time limits or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required by CONSULTANT shall be furnished in compliance with Article IV, then delay shall not be recognized on account of failure by CONSULTANT to furnish such interpretations until 15 days after written request is made for CONSULTANT'S interpretation.
- 2.8.13 Interpretations of CONSULTANT will be consistent with the intent of and reasonably inferable from the Construction Contract Documents and will be in writing or in the form of drawings.
- 2.8.14 CONSULTANT will advise and consult with CITY. CITY'S instructions to CONSTRUCTION CONTRACTOR may be issued through CONSULTANT, but CITY reserves the right to issue instructions directly to CONSTRUCTION CONTRACTOR through inspectors or other designated CITY representatives.
- 2.8.15 CONSULTANT and CITY will conduct observations to determine the date of substantial completion of the Work. CONSULTANT shall provide to CITY a written recommendation of consideration of substantial completion of the Project.
- 2.8.16 CONSULTANT and CITY will conduct observations to determine the date of final completion. CONSULTANT will receive and forward to CITY, for CITY'S review and records, written warranties and related documents required by the Construction Contract Documents and assembled by CONSTRUCTION CONTRACTOR, and will issue a final Approval for Payment upon compliance with the requirements of the Construction Contract Documents. Such final Approval will be accompanied by a signed and sealed statement from the CONSULTANT'S Engineer of Record that certifies to CITY that the project was constructed in accordance with the approved plans and specifications.

- 2.8.17 CONSULTANT shall prepare record drawings from information submitted by CONSTRUCTION CONTRACTOR and from CONSULTANT'S own observations in accordance with City standards. CONSULTANT shall provide record drawings in hard copy, .pdf, and .dwg formats to CITY.

ARTICLE 3: COMPENSATION FOR SERVICES

3.1 Basic Services

- 3.1.1 Compensation for all Services included in this Agreement will be on a time and expense not-to-exceed basis in accordance with the negotiated, approved schedule of billing rates as set forth in Attachment 3. Not-to-exceed compensation amounts, to the extent they have been negotiated shall be reflected in Attachment 3. A Proposal including a not-to-exceed cost will be provided by CONSULTANT along with a Scope of Services for each Project (Attachments 1 and 2). The amount to be paid to CONSULTANT, including authorized adjustments, is the total amount payable by OWNER to CONSULTANT for performance of the Services for the Project under this Agreement. It is agreed and understood that such amount will constitute full compensation to CONSULTANT for Services included in the Scope of Services and shall meet all requirements of CITY'S design guidelines applicable to the Project. Unless and until CITY makes further appropriations for any Services not included in the Scope of Services of this Agreement, the obligation of CITY to CONSULTANT for Compensation in connection with this Agreement cannot and will not exceed the sum described in this Section without further amendment to this Agreement.
- 3.1.2 No billing rate changes from those approved as Attachment 3 of this Agreement shall be made during the term of this Agreement without the prior written approval of CITY.
- 3.1.3 CONSULTANT shall submit monthly invoices to CITY describing the Services performed the preceding month. CONSULTANT'S invoices shall include the name of the person who performed the Service, a brief description of the Service performed and the Phase of the Project to which the Service relates, the date(s) the Service was performed, the number of hours spent on all Services billed on an hourly basis, and a description of any subconsultant fees and/or reimbursable expenditures.
- 3.1.4 CITY shall reimburse CONSULTANT only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by CITY. Unless otherwise approved, such costs shall be limited and include nothing more than the following costs incurred by CONSULTANT:
- 3.1.4.1 Approved reproduction charges,

- 3.1.4.2 Actual costs of subconsultant(s) for performance of any of the Services that CONSULTANT agrees to provide pursuant to this Agreement, which have been approved in advance by CITY and awarded in accordance with this Agreement.
- 3.1.4.3 Actual costs and/or other costs and/or payments specifically authorized in advance by the CITY in writing and incurred by CONSULTANT in the performance of this Agreement.
- 3.1.5 CONSULTANT shall complete the Project in accordance with the phases in Scope of work. For the purpose of establishing portions of compensation for separate phases, more particularly described in the Scope of Services, Attachment 2 shall apply.
- 3.1.6 CONSULTANT shall, within 10 days following receipt of Compensation from OWNER, pay all bills for Services performed and furnished hereunder by subconsultant(s) of CONSULTANT in connection with the Project and the performance of services and shall, if requested, provide OWNER with evidence of such payment. CONSULTANT'S failure to make payments within such time shall constitute a material breach of this Agreement unless CONSULTANT is able to demonstrate to OWNER bona fide disputes associated with the Services of the unpaid subconsultant and its services. CONSULTANT shall include a provision in each of its sub agreements imposing the same payment obligations on its subconsultants as are applicable to CONSULTANT hereunder, and if OWNER so requests, shall provide evidence of such payments by CONSULTANT to OWNER. If CONSULTANT has failed to make payment promptly to the subconsultant for undisputed Services for which OWNER has made payment to CONSULTANT, OWNER shall be entitled to withhold future payment to CONSULTANT to the extent remaining unpaid by CONSULTANT necessary to protect OWNER.
- 3.1.7 CONSULTANT warrants that title to all deliverables produced in the performance of Services covered by an Application for Compensation will pass to OWNER no later than the time of payment. CONSULTANT further warrants that upon submittal of an Application for Compensation, all Services for which Applications for Compensation have been previously issued and payments received from OWNER shall, to the best of CONSULTANT'S knowledge, information and belief be free and clear of liens, claims, security interests or encumbrance in favor of CONSULTANT, or other persons or entities under contract with CONSULTANT making a claim by reason of having provided labor or services relating to CONSULTANT'S Services. CONSULTANT SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTEREST OR ENCUMBRANCES FILED BY ANYONE CLAIMING BY, THROUGH OR UNDER THE ITEMS COVERED BY PAYMENTS MADE BY OWNER TO CONSULTANT.

3.2 Additional Services

3.2.1 CONSULTANT shall not receive any compensation for additional Services without prior written authorization of CITY. Compensation for duly authorized additional Services shall be paid in accordance with the approved schedule of billing rates as set forth in Attachment 3.

3.2.2 Examples of additional Services (not all inclusive)

3.2.2.1 Assistance to CITY as an expert witness in any litigation with third parties arising from the development of construction of a Project including the preparation of engineering data and reports.

3.2.2.2 Preparation of plats and field notes for acquisition of property.

3.2.2.3 Preparation of applications and supporting documents for governmental grants, loans, or advances in connection with a Project; preparation of review of environmental assessment and impact statements; review and evaluation of the effect on the design requirements of a Project of any such statements and documents prepared by others; and assistance in obtaining approval of authorities having jurisdiction over the anticipated environmental impact of a Project.

3.2.2.4 Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of CONSULTANT.

3.2.2.5 Making revisions to drawings or specifications occasioned by acceptance of substitutions proposed by CONSTRUCTION CONTRACTOR; and Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by CONSTRUCTION CONTRACTOR.

3.2.2.6 Preparing drawings, specifications, and supporting data and providing other Services in connection with change order requests to the extent that the adjustment in the basic compensation resulting from the adjusted construction cost is not commensurate with the Services required of CONSULTANT, provided such change order requests are required by causes not solely within the control of CONSULTANT; or in connection with change orders requiring significant engineering effort to compute and document the Work effort reflected by the Change Order.

- 3.2.2.7 Investigations, surveys, valuations, inventories, or detailed appraisals of facilities, construction and/or services not required by Project scope.
- 3.2.2.8 Investigations, surveys, audit, or inventories required in connection with construction performed by CITY.
- 3.2.2.9 Additional Services during construction made necessary by:
 - 3.2.2.9.1 Work damaged by fire or other cause during construction.
 - 3.2.2.9.2 A significant amount of defective or neglected work of CONSTRUCTION CONTRACTOR.
 - 3.2.2.9.3 Failure of performance of CONSTRUCTION CONTRACTOR.
 - 3.2.2.9.4 Acceleration of the progress schedule required by CITY involving Services beyond normal working hours.
 - 3.2.2.9.5 Default by CONSTRUCTION CONTRACTOR.
- 3.2.2.10 Providing extensive assistance in the use of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.2.2.11 Providing Services relative to future facilities, systems, and equipment which are not intended to be constructed during the Construction Phase.
- 3.2.2.12 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed deficiencies under guarantee called for in any contract for a Project.
- 3.2.2.13 Providing Services of geotechnical engineering firm to perform test borings and other soil or foundation investigations and related analysis not included in original Scope of Services for a Project.
- 3.2.2.14 Additional copies of Construction Contract Documents, review documents, bidding documents, reports, and or drawings over the number specified in the original Scope of Services for a Project.
- 3.2.2.15 Preparation of all documents dealing with 404 permits and railroad agreements.
- 3.2.2.16 Providing photographs, renderings, or models for CITY use.
- 3.2.2.17 Providing aerial mapping Services.

3.2.2.18 Providing consulting engineering Services not related to a particular design or construction Project.

3.3 All Applications for Compensation shall be submitted through Engineer's office.

ARTICLE 4: METHOD OF PAYMENT

4.1 Compensation may be made to CONSULTANT as appropriately indicated on monthly Applications for Compensation prepared based on hourly rates, not to exceed amounts estimated for each phase, as described in Article 2 and Attachments 1 and 2 hereof.

4.2 Project Close Out and Final Payment –

4.2.1 CONSULTANT shall not be entitled to final payment unless and until it submits to OWNER its affidavit that the invoices for services, and other liabilities connected with the services for which OWNER, or OWNER'S property, might be responsible have been fully paid or otherwise satisfied or will be paid from final payment; releases and waivers of liens from all CONSULTANT'S subconsultants and of any and all other parties required by OWNER that are either unconditional or conditional on receipt of final payment; certificates of insurance showing continuation of required insurance coverage; such other documents as OWNER may request; and consent of surety to final payment.

4.2.2 Final Compensation – The final compensation to be made by CITY to CONSULTANT will be payable upon submission of the "Record Drawings". CONSULTANT agrees to submit "Record Drawings: in print media, electronic format (.pdf and .dwg formats) and final billing within 45 days of final acceptance of construction. Additionally, CONSULTANT agrees to submit a statement of release with the final billing notifying CITY that there is no further compensation owed to CONSULTANT by CITY beyond the final bill. Final billing shall indicate "Final Bill – no additional compensation is due to CONSULTANT".

4.3 OWNER may withhold compensation to such extent as may be necessary, in OWNER'S opinion, to protect OWNER from damage or loss for which CONSULTANT is responsible, because of,

4.3.1 delays in the performance of CONSULTANT'S services;

4.3.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to OWNER is provided by CONSULTANT;

4.3.3 failure of CONSULTANT to make payments properly to subconsultants or vendors for labor, materials or equipment;

4.3.4 reasonable evidence that CONSULTANT'S work cannot be completed for the amount unpaid under this Agreement;

4.3.5 damage to OWNER or CONSTRUCTION CONTRACTOR; or

- 4.3.6 persistent failure by CONSULTANT to carry out the performance of its Services in accordance with this Agreement.
- 4.4 When the above reasons for withholding are removed or remedied by CONSULTANT, compensation of the amount withheld will be made within a reasonable time. OWNER shall not be deemed in default by reason of withholding compensation as provided for in this Article.
- 4.5 In the event of any dispute(s) between the parties regarding the amount properly payable for any Phase or as final Compensation, or regarding any amount that may be withheld by OWNER, CONSULTANT shall be required to make a claim pursuant to and in accordance with the terms of this Agreement and follow the procedures provided herein for the resolution of such dispute. In the event CONSULTANT does not initiate and follow the claims procedures provided in this Agreement in a timely manner and as required by the terms thereof, any such claim shall be waived.
- 4.6 OWNER shall make final compensation for all sums due CONSULTANT not more than 30 days after CONSULTANT'S final Application for Compensation.
- 4.7 Acceptance of final compensation by CONSULTANT shall constitute a waiver of claims except those previously made in writing and identified by CONSULTANT as unsettled at the time of final Application for Compensation.
- 4.8 CONSULTANT agrees to maintain adequate books, payrolls and records satisfactory to OWNER and all applicable utility providers in connection with any and all Services performed hereunder. CONSULTANT agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than four years after completion of Work. At all reasonable times, OWNER and all applicable utility providers and their duly authorized representatives shall have access to all personnel of CONSULTANT and all such books, payrolls and records, and shall have the right to audit same.

ARTICLE 5: TIME, SCHEDULE, AND PERIOD OF SERVICE

- 5.1 Prior to commencement, CONSULTANT shall provide CITY with a schedule of Project Design Phases, Attachment 2.
- 5.2 Time is of the essence of this Agreement. CONSULTANT shall perform and complete its obligations for the various Phases of a Project under Section 4, Scope of Services, of this Agreement in a prompt and continuous manner so as to not delay the development of the design Services and so as to not delay the construction of the work for the Project in accordance with the schedules approved by CITY with CONSTRUCTION CONTRACTOR. Upon review of phase Services, if corrections, modifications, alterations, or additions are required of CONSULTANT, these items shall be completed by CONSULTANT before that Phase is approved.

- 5.3 CONSULTANT shall not proceed with the next appropriate Phase of Services without written authorization from the Engineer. CITY may elect to discontinue CONSULTANT'S Services at the end of any Phase for any reason. Notwithstanding any other provisions of this Agreement, if circumstance dictates, the Engineer may make adjustments to the scope of CONSULTANT'S obligations at any time to achieve the required design.
- 5.4 CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws or regulations, or any other causes beyond CONSULTANT'S reasonable control. Within 21 days from the occurrence of any event for which time for performance by CONSULTANT will be significantly extended under this provision, CONSULTANT shall give written notice thereof to CITY stating the reason for such extension and the actual or estimated time thereof. If CITY determines that CONSULTANT is responsible for the need for extended time, CITY shall have the right to make a Claim as provided in this Agreement.
- 5.5 Term of Agreement shall be as follows:
- 5.5.1 This Agreement shall become effective upon the date below and shall remain in effect until satisfactory completion of the Project unless terminated as provided for in this Agreement.

ARTICLE 6: COORDINATION WITH CITY

- 6.1 CONSULTANT shall hold periodic conferences with the Engineer or his or her representatives to the end that the Project as developed shall have the full benefit of CITY'S experience and knowledge of existing needs and facilities, and be consistent with its current policies and standards. To assist CONSULTANT in this coordination, CITY shall make available for CONSULTANT'S use in planning and designing the Project all existing plans, maps, statistics, computations and other data in its possession relative to existing facilities and to this particular Project, at no cost to CONSULTANT. However, any and all such information shall remain the property of CITY and shall be returned by CONSULTANT upon termination or completion of the Project or if instructed to do so by the Engineer.
- 6.2 The Engineer will act on behalf of CITY with respect to the Services to be performed under this Agreement. The Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT'S services.
- 6.3 CITY will give prompt written notice to CONSULTANT whenever CITY observes or otherwise become aware of any defect in CONSULTANT'S Services, in the work of CONSTRUCTION CONTRACTOR, or any development that affects the scope or timing of CONSULTANT'S Services.

- 6.4 All appraisals, notices, and permits shall be furnished by CONSULTANT under the Scope of Services unless otherwise assigned to CITY in the Scope of Services, Approvals and permits assigned to CITY shall be obtained from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the completion of the Project. CONSULTANT will provide CITY reasonable assistance in connection with such approvals and permits such as the furnishing of data compiled by CONSULTANT pursuant to other provisions of this Agreement, but CONSULTANT shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions of this Agreement.

ARTICLE 7: REVISIONS TO DRAWINGS AND SPECIFICATIONS

- 7.1 CONSULTANT shall make without expense to CITY such revisions to the drawings, reports or other documents as may be required to meet the needs of CITY which are within the Scope of Services, but after the approval of drawings, reports or other documents and specifications by CITY, any revisions, additions, or other modifications made at CITY'S request which involve extra services and expenses to CONSULTANT shall be at additional compensation to CONSULTANT for such additional Services and expenses in accordance with Article 3 herein.

ARTICLE 8: OWNERSHIP OF DOCUMENTS

- 8.1 All previously owned documents, including the original drawings, estimates, specifications, and all other documents and data by CONSULTANT, will remain the property of CONSULTANT as instruments of service. However, CONSULTANT understands and agrees that CITY shall have free access to all such information with the right to make and retain copies of previously owned drawings, estimates, specifications and all other documents and data. Any reuse without specific written verification or adaptation by CONSULTANT will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT.
- 8.2 All completed documents submitted by CONSULTANT for final approval or issuance of a permit shall bear the seal with signature and date adjacent thereto of a registered professional engineer licensed to practice in the State of Texas.
- 8.3 CONSULTANT acknowledges and agrees that upon payment, CITY shall own exclusively any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to, or as a result of this Agreement and shall be used as CITY desires and documents, including the original drawings, estimates, specifications and all other documents and data shall be delivered to CITY at no additional cost to CITY upon request or termination or completion of this Agreement without restriction on future use. However, any reuse without specific written verification or adaptation by CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT.

- 8.4 CONSULTANT agrees and covenants to protect any and all proprietary rights of CITY in any materials provided to CONSULTANT. Such protection of proprietary rights by CONSULTANT shall include, but not be limited to, the inclusion in any copy intended for publication of copyright mark reserving all rights to CITY. Additionally, any materials provided to CONSULTANT by CITY shall not be released to any third party without the written consent of CITY and shall be returned intact to CITY upon termination or completion of this Agreement or if instructed to do so by the Engineer.
- 8.5 **CONSULTANT HEREBY ASSIGNS ALL STATUTORY AND COMMON LAW COPYRIGHTS TO ANY COPYRIGHTABLE WORK THAT IN PART OR IN WHOLE WAS PRODUCED FROM THIS AGREEMENT TO CITY, INCLUDING ALL EQUITABLE RIGHTS. NO REPORTS, MAPS, DOCUMENTS OR OTHER COPYRIGHTABLE WORKS PRODUCED IN WHOLE OR IN PART BY THIS AGREEMENT SHALL BE SUBJECT OF AN APPLICATION FOR COPYRIGHT BY CONSULTANT. ALL REPORTS, MAPS, PROJECT LOGOS, DRAWINGS OR OTHER COPYRIGHTABLE WORK PRODUCED UNDER THIS AGREEMENT SHALL BECOME THE PROPERTY OF CITY (EXCLUDING ANY PRIOR OWNED INSTRUMENT OF SERVICES, UNLESS OTHERWISE SPECIFIED HEREIN). CONSULTANT SHALL, AT ITS EXPENSE, INDEMNIFY CITY AND DEFEND ALL SUITS OR PROCEEDINGS INSTITUTED AGAINST CITY AND PAY ANY AWARD OF DAMAGES OR LOSS RESULTING FROM AN INJUNCTION, AGAINST CITY, INSOFAR AS THE SAME ARE BASED ON ANY CLAIM THAT MATERIALS OR WORK PROVIDED UNDER THIS AGREEMENT CONSTITUTE AN INFRINGEMENT OF ANY PATENT, TRADE SECRET, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS.**
- 8.6 CONSULTANT may make copies of any and all documents and items for its files. CONSULTANT shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers, or other persons, subsequent to the completion of the Project. CONSULTANT shall appropriately mark all changes or modifications on all drawings, specifications and other documents by other engineers or other persons, including electronic copies, subsequent to the completion of the Project.
- 8.7 Copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) and .pdf-format electronic versions that are sealed and signed by CONSULTANT. Files in editable electronic media format of text, data, graphics, or other types (such as .dwg) that are furnished by CONSULTANT to CITY are only for convenience of CITY or any utility. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Any reuse without specific written verification or adaptation by CONSULTANT will be at CITY'S sole risk and without liability to CONSULTANT.
- 8.8 Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of CONSULTANT, unless expressly purchased by CITY, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by CONSULTANT or its suppliers in the course of

delivering the Services hereunder, and any know-how, methodologies, or processes used by CONSULTANT to provide the services or protect deliverables to CITY, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of CONSULTANT or its suppliers.

ARTICLE 9: TERMINATION AND/OR SUSPENSION OF WORK

9.1 Right of Either Party to Terminate for Default

9.1.1 This Agreement may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Agreement and a failure to cure as provided in this Article 9.

9.1.2 The party not in default must issue a signed, written notice of termination (citing this paragraph) to the other party declaring the other party to be in default and stating the reason(s) why they are in default. Upon receipt of such written notice of default, the party in receipt shall have a period of ten days to cure any failure to perform under this Agreement. Upon the completion of such 10-day period commencing upon receipt of notice of termination, if such party has not cured any failure to perform, such termination shall become effective without further written notice.

9.2 Right of CITY to Terminate

9.2.1 CITY reserves the right to terminate this Agreement for reasons other than substantial failure by CONSULTANT to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice or upon the scheduled completion date of the performance Phase in which CONSULTANT is then currently working, whichever effective termination date occurs first.

9.3 Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate

9.3.1 CITY reserves the right to suspend this Agreement at the end of any Phase for the convenience of CITY by issuing a signed, written notice of suspension (citing this paragraph) which shall outline the reasons for the suspension and the expected duration of the suspension, but such expected duration shall in no way guarantee what the total number of days of suspension will occur. Such suspension shall take effect immediately upon receipt of said notice of suspension by CONSULTANT.

9.3.1.1 CONSULTANT is hereby given the right to terminate this Agreement in the event such suspension extends for a period in excess of 120 days. CONSULTANT may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to CITY after the expiration of 120 days from the effective date of the

suspension. Termination (under this paragraph) shall become effective immediately upon receipt of said written notice by CITY.

9.4 Procedures CONSULTANT Shall Follow upon Receipt of Notice of Termination

- 9.4.1 Upon receipt of a notice of termination and prior to the effective date of termination, unless the notice otherwise directs or CONSULTANT immediately takes action to cure a failure to perform under the cure period set out in this Article. CONSULTANT shall immediately begin the phase-out and the discontinuance of all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of such notice of termination (unless CONSULTANT has successfully cured a failure to perform) CONSULTANT shall submit a statement showing in detail the Services performed under this Agreement prior to the effective date of termination. CITY shall have the option to grant an extension to the time period for submittal of such statement.
- 9.4.2 Copies of all completed or partially completed specifications and all reproductions of all completed or partially completed designs, plans and attachments prepared under this Agreement prior to the effective date of termination shall be delivered to CITY, in the form requested by CITY as a precondition to final payment. These documents shall be subject to the restrictions and conditions set forth in Article IX above.
- 9.4.3 Upon the above conditions being met, CITY shall promptly pay CONSULTANT that proportion of the prescribed Compensation which the Services actually performed under this Agreement bear to the total Services called for under this Agreement, less previous payments of the Compensation.
- 9.4.4 CITY, as a public entity, has a duty to document the expenditure of public funds. CONSULTANT acknowledges this duty on the part of CITY. To this end, CONSULTANT understands that failure of CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by CONSULTANT of any and all rights or claims for compensation for services performed under this Agreement by CONSULTANT.
- 9.4.5 Failure of CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may otherwise be entitled to for services performed under this Agreement.

9.5 Procedures CONSULTANT Shall Follow upon Receipt of Notice of Suspension

- 9.5.1 Upon receipt of written notice of suspension, which date shall also be the effective date of the suspension, CONSULTANT shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly

suspend all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

- 9.5.2 CONSULTANT shall prepare a statement showing in detail the Services performed under this Agreement prior to the effective date of suspension.
- 9.5.3 Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to CITY but shall be retained by CONSULTANT until such time as CONSULTANT may exercise the right to terminate.
- 9.5.4 In the event that CONSULTANT exercises the right to terminate 120 days after the effective suspension date, within 30 days after receipt by CITY of CONSULTANT'S notice of termination, CONSULTANT shall promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement and shall submit the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension.
- 9.5.5 Any documents prepared in association with this Agreement shall be delivered to CITY as a precondition to final payment.
- 9.5.6 Upon the above conditions being met, CITY shall pay CONSULTANT that proportion of the prescribed Compensation which the Services actually performed under this Agreement bear to the total Services called for under this Agreement, less previous payments of Compensation.
- 9.5.7 CITY, as a public entity, has a duty to document the expenditure of public funds. CONSULTANT acknowledges this duty on the part of CITY. To this end, CONSULTANT understands that failure of Consultant to substantially comply with the submittal of the statements and documents as required herein shall constitute a waiver by CONSULTANT of any portion of the Compensation for which CONSULTANT did not supply such necessary statements and/or documents.

ARTICLE 10: CONSULTANT'S WARRANTY

- 10.1 CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid or agreed to pay any company or person, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, CITY shall have the right to terminate this Agreement under the provisions of Article 9 above.

ARTICLE 11: ASSSIGNMENT OR TRANSFER OF INTEREST

- 11.1 CONSULTANT shall not assign or transfer its interest in this Agreement without the prior written consent of CITY.

ARTICLE 12: INSURANCE REQUIREMENTS

- 12.1 Prior to the commencement of any Services under this Agreement, CONSULTANT shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to CITY'S Engineering Department, which shall be clearly identified with the name of the Project in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. CITY will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to CITY. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Engineering Department. No officer or employee other than CITY'S Risk Manager shall have authority to waive this requirement.
- 12.2 CITY reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to request modification of insurance coverage's and their limits when deemed necessary and prudent by CITY'S Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will CITY allow modification whereupon CITY may incur increased risk.
- 12.3 CONSULTANT'S financial integrity is of interest to CITY. Therefore, subject to CONSULTANT'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at CONSULTANT'S sole expense, insurance coverage written on an occurrence or claims made basis, as appropriate, by companies authorized and approved to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

INSURANCE REQUIREMENTS

| | |
|--|---|
| Worker's Compensation* | Statutory |
| Employer's Liability | \$1,000,000/\$1,000,000/\$1,000,000 |
| Commercial General (Public) Liability insurance to include coverage for the following: | For Bodily Injury and Property Damage of \$1,000,000 per occurrence. \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage |
| a. Premises Operations | |
| b. Independent Contractors** | |
| c. Products/Completed Operations | |
| d. Personal Injury | |
| e. Contractual Liability | |
| Business Automobile Liability | Combined Single Limit for Bodily Injury and property Damage of \$1,000,000 per occurrence |
| a. Owned/Leased Vehicles | |
| b. Non-owned Vehicles | |
| c. Hired Vehicles | |
| Professional Liability (Claims Made Form) | \$1,000,000 per claim to pay on behalf of the insured all sums, which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, error, or omission in the performance of professional services. |

*Alternate Plans must be approved by CITY'S Risk Manager

**If applicable

- 12.4 CITY may request and without expense to CITY, to inspect copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by CITY, and may request the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). CONSULTANT shall attempt to comply with any such requests, subject to the policy terms and conditions, and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change, in the event the respective insurance companies approve the requested change(s). CONSULTANT shall pay any costs incurred resulting from said changes.

City of Schertz
Attn: City Engineer
10 Commercial Place
Schertz, TX 78154

- 12.5 CONSULTANT agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- 12.5.1 Name CITY and its officers, officials, employees, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY, with the exception of the workers' compensation and professional liability policies;
 - 12.5.2 Provide for an endorsement that the "other insurance" clause shall not apply to the CITY where CITY is an additional insured shown on the policy if such endorsement is permitted by law and regulations;
 - 12.5.3 Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of CITY; and
 - 12.5.4 Provide 30 calendar days advance written notice directly to CITY of any suspension, cancellation or non-renewal or material change in coverage, and not less than 10 calendar days advance written notice for nonpayment of premium.
- 12.6 Within five calendar days after a suspension, cancellation or non-renewal of coverage, CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONSULTANT'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 12.7 If CONSULTANT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have and is not the exclusive remedy for failure of CONSULTANT to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon CONSULTANT'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order CONSULTANT to stop performing services hereunder and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.
- 12.8 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT'S or its subconsultant's performance of the Services covered under this Agreement.
- 12.9 It is agreed that CONSULTANT'S insurance shall be deemed primary with respect to any insurance or self insurance carried by CITY for liability arising out of operations under this Agreement.

- 12.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement as respects additional insured's.

ARTICLE 13: INDEMNIFICATION

- 13.1 **CONSULTANT, WHOSE WORK PRODUCT AND SERVICES ARE THE SUBJECT OF THIS AGREEMENT FOR PROFESSIONAL SERVICES, AGREES TO INDEMNIFY AND HOLD CITY, ITS ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS BY THIRD PARTIES, LAWSUITS, JUDGMENTS, COST, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED OR CAUSED BY A NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, ENGINEER, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, ENGINEERS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE SERVICES, RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 13.2 CONSULTANT shall advise CITY in writing within 24 hours of any claim or demand against CITY or CONSULTANT, known to CONSULTANT, related to or arising out of CONSULTANT'S activities under this Agreement.
- 13.3 The provisions of Article 13 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.
- 13.4 Acceptance of the final plans by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, work drawings, Plans and Specifications or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the designs, work

drawings, Plans and Specifications or other documents and Work prepared by CONSULTANT, its employees, subconsultants, and agents.

ARTICLE 14: CLAIMS AND DISPUTES

- 14.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of this Agreement's terms, payment of money, and extension of time or other relief with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in question between OWNER and CONSULTANT arising out of or relating to this Agreement. Claims must be initiated by written notice. Every Claim of CONSULTANT, whether for additional Compensation, additional time, or other relief, shall be signed and sworn to by an authorized corporate officer (if not a corporation, then an official of the company authorized to bind CONSULTANT by signature) of CONSULTANT, verifying the truth and accuracy of the Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 14.2 Time Limit on Claims. Claims by CONSULTANT or by OWNER must be initiated within 30 calendar days after occurrence of the event giving rise to such Claim. Claims by CONSULTANT must be initiated by written notice to OWNER. Claims by the OWNER must be initiated by written notice to CONSULTANT.
- 14.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing, CONSULTANT shall proceed diligently with performance of this Agreement and OWNER shall continue to make payments in accordance with this Agreement.
- 14.4 Claims for Additional Time. If CONSULTANT wishes to make Claim for an increase in the time for performance, written notice as provided in this Article 14 shall be given. CONSULTANT'S Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
- 14.5 Claims for Consequential Damages. Except as otherwise provided in this Agreement, in calculating the amount of any Claim or any measure of damages for breach of contract (such provision to survive any termination following such breach), the following standards will apply both to claims by CONSULTANT and to claims by OWNER:
- 14.5.1 No consequential damages will be allowed.
- 14.5.2 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong for which the other party is claimed to be responsible.
- 14.5.3 No profit will be allowed on any damage claim.

- 14.6 No Waiver of Governmental Immunity. **NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE OWNER'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.**

ARTICLE 15: SEVERABILITY

- 15.1 If for any reason, any one or more paragraphs of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect, impair or invalidate the remaining paragraphs of this Agreement but shall be confined in its effect to the specific section, sentences, clauses or parts of this Agreement held invalid or unenforceable, and the invalidity or unenforceability of any section, sentence, clause or parts of this Agreement in any one or more instance shall not affect or prejudice in any way the validity of this Agreement in any other instance.

ARTICLE 16: ESTIMATES OF COST

- 16.1 Since CONSULTANT has no control over the cost of labor, materials, or equipment or over CONSTRUCTION CONTRACTOR'S methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as a design professional familiar with the construction industry but CONSULTANT cannot and does not guarantee that bids or the construction cost will not vary from opinions of probable Cost prepared by CONSULTANT.

ARTICLE 17: INTEREST IN CITY CONTRACTS PROHIBITED

- 17.1 No officer or employee of CITY shall have a financial interest, directly or indirectly, in any contract with CITY, or shall be financially interested, directly or indirectly, in the sale to CITY of any land, materials, supplies or service, except on behalf of CITY as an officer or employee. This prohibition extends to other CITY boards and commissions, which are more than purely advisory. The prohibition also applies to subcontracts on CITY projects.
- 17.2 CONSULTANT acknowledges that it is informed that the Charter of CITY prohibits a CITY officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with CITY or any CITY agency.
- 17.3 CONSULTANT warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of CITY. CONSULTANT further warrants and certifies that it has tendered to CITY a Discretionary Contracts Disclosure Statement.

ARTICLE 18: CONFLICTS OF INTEREST DISCLOSURE

- 18.1 All consultants must disclose if it is associated in any manner with a CITY official or employee in a business venture or business dealings. To be "associated" in a business

venture or business dealings includes being in a partnership or joint venture with the officer or employee, having a contract with the officer or employee, being joint owners of a business, owning at least 10% of the stock in a corporation in which a CITY officer or employee also owns at least 10%, or having an established business relationship as client or customer.

ARTICLE 19: STANDARD OF CARE

- 19.1 Services provided by CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 19.2 CONSULTANT shall be represented by a registered professional engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings, and preconstruction meetings.
- 19.3 The Texas Board of Professional Engineers, 1917 IH-35 South, Austin, Texas 78741, (512) 440-7723 has jurisdiction over individuals licensed under Title 22 of the Texas Administrative Code.
- 19.4 Acceptance of the final plans by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, or subcontractors for the accuracy and competency of their designs, work drawings, Plans and Specifications or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the designs, work drawings, Plans and Specifications or other documents and Work prepared by CONSULTANT, its employees, subconsultants, and agents.

ARTICLE 20: RIGHT OF REVIEW AND AUDIT

- 20.1 CONSULTANT agrees that CITY may review any and all of the work performed by CONSULTANT UNDER THIS Agreement. CITY is granted the right to audit, at CITY'S election, all of CONSULTANT'S records and billings related to performance of this Agreement. CONSULTANT agrees to retain such records for a minimum of four years following completion of this Agreement. Any payment, settlement, satisfaction, or release provided under this Agreement shall be subject to CITY'S rights as may be disclosed by such audit.

ARTICLE 21: ENTIRE AGREEMENT

- 21.1 This Agreement, together with Attachments 1, 2, 3, and 4, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.

ARTICLE 22: VENUE

- 22.1 The obligations of the parties to this Agreement shall be performable in the City of Schertz or its Extra Territorial Jurisdiction, located in Bexar, Comal, and Guadalupe Counties, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Guadalupe County, Texas.

ARTICLE 23: NOTICES

- 23.1 Except as may be provided elsewhere herein, all notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective party by depositing the same in the United States Postal Service addressed to the applicable address shown below, unless and until either party is otherwise notified in writing by the other party of a change of such address. Mailed notices shall be deemed communicated as of five calendar days of mailing. Notices provided via email shall be deemed communicated as of the next business day after the notice is sent.

If intended for **CITY**, to:

City of Schertz
Engineering Department
10 Commercial Place
Schertz, Texas 78154

If intended for **CONSULTANT**, to:

The address listed on the first page of this Agreement.

ARTICLE 24: INDEPENDENT CONTRACTOR

- 24.1 In performing services under this Agreement, the relationship between CITY and CONSULTANT is that of independent contractor. By the execution of this Agreement, CONSULTANT and CITY do not change the independent contractor status of CONSULTANT. CONSULTANT shall exercise independent judgment in performing its duties and obligations under this Agreement and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the Services are to be performed. No term or provision of this Agreement or act of CONSULTANT in the performance of this Agreement shall be construed as making CONSULTANT the agent, servant or employee of CITY, or as making CONSULTANT or any of its agents or employees eligible for any fringe benefits, such as retirement, insurance and worker's compensation, which CITY provides to or for its employees.

ARTICLE 25: CAPTIONS

- 25.1 The captions for the individual provisions of this Agreement are for informational purposes only and shall not be construed to effect or modify the substance of the terms and conditions of this Agreement to which any caption relates.

IN WITNESS WHEREOF, the parties to this Agreement hereby execute this Agreement effective as of March 7, 2018 (the "Effective Date").

CITY OF SCHERTZ



CITY MANAGER

CONSULTANT



Consultant Name

Vice President

TITLE

ATTACHMENT 1

PROJECT SCOPE OF SERVICES

Project Description

Consultant will provide civil engineering professional consulting services for the City for design, bid and construction services for various drainage projects as detailed below.

Locations

Various City locations as defined in the specific location Scopes of Services for:

- COLONIES DITCH
- HIDDEN GROVE
- DIETZ ROAD
- CASTLE HILLS
- SCHAEFER ROAD
- OSAGE AVENUE

BASIC SERVICES SCOPE OF WORK FOR ALL LOCATIONS:

CONSULTANT shall:

1. Attend one (1) kick-off meeting, one (1) draft final review meeting, and one (1) final review meeting prior to procurement.
2. Utilize City of Schertz specifications except where elements of work or complexity of construction require other specifications.
3. Where applicable, utilize Texas Department of Transportation (TxDOT) Standard Construction Specifications (2014) or City of San Antonio Standard Construction Specifications (2007) in order of preference;
4. Aid in the bidding process including answering contractor questions and issuing of addendums.
5. Provide a representative for pre-bid and bid opening meetings with the City of Schertz.
6. Upon receipt of bid proposals, CONSULTANT shall:
 - a. Provide a tabulation of bid,
 - b. call three references of the recommended respondent and
 - c. provide a letter of recommendation.
7. Attend an on-site pre-construction meeting, one in-progress construction site visit, one walk-through at completion of construction, and one warranty walk-through at the end of the warranty period. Each will be documented for CONSULTANT and City benefit and a copy of the meeting minutes and any deficient items identified will be forwarded to the City.
8. Identify required submittals and review and comment only on those required submittals.
9. Perform internal quality control reviews of all project deliverables using CONSULTANT'S own policies and procedures;

Project Services Assumptions:

1. CONSULTANT assumes sub-consultant attendance at meetings is not required.
2. CONSULTANT for the purposes of pre-submittal meetings, assumes that addenda will be issued in written word only and revised or conformed drawings are not required.
3. CONSULTANT assumes that any bid alternates proposed will consist of complete project areas only. Bid alternates within each project area are not included.
4. CONSULTANT assumes full-time construction inspection will be provided by the City.

SITE SPECIFIC SCOPES:**COLONIES DITCH****Site Specific Description and Assumptions:**

The project is located downstream of Schertz Parkway generally near the intersection with Buffalo Drive and extends 275-feet downstream of Schertz Parkway along an unnamed vegetated ditch. The existing vegetated trapezoidal ditch has developed rills as a result of the steep slopes of the banks. Additionally, the bottom of the channel has begun to stabilize after years of inundation. The current condition does not allow for maintenance to preserve channel capacity. Further, long-term stability of the right bank may cause failure that would intrude into nearby utilities and the rear yards of adjacent residential lots.

The City of Schertz has proposed the replacement of the existing vegetated channel with a concrete section. The construction budget for this project has been set by the City of Schertz at \$30,775.

This project is located within a FEMA Zone 'AE' floodplain as demonstrated in Attachment 'B'. CONSULTANT assumes the City of Schertz will provide the Effective hydraulic model for use in the analysis. The results of the analysis will be documented in a technical memorandum submitted to the City of Schertz Engineering Department for review, concurrence, and issuance of a floodplain development permit.

Both the City and CONSULTANT agree to the assumption that no Conditional Letter of Map Revision (CLOMR) nor Letter of Map Revision (LOMR) are required.

Site Specific Scope:**In addition to the General Scope of services, CONSULTANT shall:**

1. Obtain a topographic survey of the area shown in Attachment 'A'. The survey shall include visible evidence of utilities and the collection of paint markings from using the Statewide One-Call;
2. Complete the initial contact with utilities suspected to be in the project area and request maps, redlines, records, etc. as necessary to identify potential conflicts. The CONSULTANT and City agree to the assumption that if potential or known conflicts are identified, that the City will coordinate with the utilities to clear the conflict. Where analysis demonstrates that conflicts exist, a separate proposal will be provided to complete the coordination once the extent of conflicts are determined.

3. Evaluate the hydraulic capacity of the channel in existing and proposed conditions to identify impacts to adjacent landowners, if any.
4. Obtain a US Army Corps of Engineers Ordinary High-Water Mark (OHWM) and Jurisdictional Determination (JD) for the area shown in Attachment 'A.' Recommendations for the available permits and additional scope required to obtain them will be made based on the results of limits of the OHWM and the proposed disturbance thereof.
5. Obtain a pedestrian cultural resources survey of the area shown in Attachment 'A'. A Texas Historical Commission (THC) Antiquities permit will be obtained for the project area and incorporate the requirements of the permit obtained into the construction documents.
6. Prepare a single 11'x17' plan sheet defining the limits of work, estimated quantities, and OHWM utilizing standard construction details with the assumption that no modified or special details are required;
7. Prepare an estimate based on the construction plans utilizing best available data;

Deliverables:

1. H&H Technical Memorandum
2. Draft Final Construction Plans and Estimate
3. Final Construction Plans and Estimate
4. Meeting Minutes

HIDDEN GROVE

Site Specific Description and Assumptions:

The existing culvert crossing of Hidden Grove features a drop inlet into three 36-inch Corrugated Metal Pipes (CMPs) which daylight into a vegetated trapezoidal channel downstream. The vegetated channel has a number of grade-control structures which have been undermined upstream and downstream. The banks of the channel have rills that have formed as the banks become steeper as the channel thalweg has lowered over time.

The City of Schertz has proposed the replacement of the existing vegetated channel with underground storm drainage. The construction budget for this project has been set by the City of Schertz at \$136,800.

This project is not located within a FEMA floodplain, see Attachment 'D'.

Both the City and the CONSULTANT agree to the assumption that analysis and determination of downstream impacts from the loss of channel storage is not required.

Both the City and CONSULTANT agree to the assumption that no Conditional Letter of Map Revision (CLOMR) nor Letter of Map Revision (LOMR) are required.

Site Specific Scope:**In addition to the General Scope of services, CONSULTANT shall:**

1. Prepare a topographic survey of the area shown in Attachment 'C'. The survey shall include visible evidence of utilities and the collection of paint markings from using the Statewide One-Call;
2. Complete the initial contact with utilities suspected to be in the project area and request maps, redlines, records, etc. as necessary to identify potential conflicts. The CONSULTANT and City agree to the assumption that if potential or known conflicts are identified, that the City will coordinate with the utilities to clear the conflict. Where analysis demonstrates that conflicts exist, a separate proposal will be provided to complete the coordination once the extent of conflicts are determined.
3. Evaluate the hydraulic capacity of the channel in existing and proposed conditions to identify impacts to adjacent landowners, if any.
4. Design the underground storm drainage with a 25-year capacity flowing under pressure. An overflow section above the storm drainage will be provided to convey the 100-year event;
5. The CONSULTANT and City agree to the assumption that the storm drainage will daylight upstream of the Dimrock Street headwall to avoid the need for a cast-in-place structure to connect the cross culvert and the proposed storm drain. Where analysis demonstrates that a structure is necessary, a separate proposal for the design of the structure shall be provided to the City by the CONSULTANT.
6. Prepare two (2) 11'x17' plan and profile sheets defining the limits of work, estimated quantities, and applicable details.
7. Utilize standard construction details assuming no modified or special details are required;
8. Prepare an estimate based on the construction plans utilizing best available data.

Deliverables:

1. H&H Technical Memorandum
2. Draft Final Construction Plans and Estimate
3. Final Construction Plans and Estimate
4. Meeting Minutes

DIETZ ROAD**Site Specific Description and Assumptions:**

The project is located at the intersection of Borgfeld and Dietz Roads. The existing vegetated swale between the residential lots and Dietz Road is poorly graded and difficult to maintain. Given the close proximity of the swale to residential lots, its unsightly nature, and the difficulty to maintain, the City would like to eliminate the vegetated swale.

The City of Schertz has proposed the replacement of the existing vegetated swale with a concrete lined ditch. The proposed solution is to regrade the ditch on the west side of the road and create a cross culvert at the intersection with Borgfeld. The cross culvert will outfall into the ditch along the east side of the roadway. Doing so would eliminate overflow of the newly constructed

sidewalk return at Borgfeld Road and allow for future extension of the sidewalk along Dietz Road. The construction budget for this project has been set by the City of Schertz at \$26,000.

This project is located within a FEMA Zone 'AE' floodplain, see Attachment 'F'. As the project is not located in or adjacent to the flooding source no detailed floodplain hydraulic analysis is assumed.

Both the City and CONSULTANT agree to the assumption that no Conditional Letter of Map Revision (CLOMR) nor Letter of Map Revision (LOMR) are required.

Both the City and CONSULTANT agree to the assumption that the storm drainage will be daylighted at East Dietz Creek with a conventional TxDOT "CH" type headwall. It is also assumed that scour analysis, energy dissipation/attenuation at outfall are not required.

Site Specific Scope:

In addition to the General Scope of services, CONSULTANT shall:

1. Obtain a topographic survey of the area shown in Attachment 'E'. The survey shall include visible evidence of utilities and the collection of paint markings from using the Statewide One-Call.
2. Complete the initial contact with utilities suspected to be in the project area and request maps, redlines, records, etc. as necessary to identify potential conflicts. The CONSULTANT and City agree to the assumption that if potential or known conflicts are identified, that the City will coordinate with the utilities to clear the conflict. Where analysis demonstrates that conflicts exist, a separate proposal complete the coordination once the extent of conflicts are determined.
3. Document the impact of the project on floodplain conveyance.
4. Document and submit to the City of Schertz Engineering Department for review a technical memorandum for the purpose of obtaining concurrence, and issuance of a floodplain development permit
5. Prepare a two (2) 11'x17' plan and profile sheets defining the limits of work, and estimated quantities utilizing standard construction details. Both the City and CONSULTANT agree to the assumption that no modified or special details are required. Prepare an estimate based on the construction plans utilizing best available data.

Deliverables:

1. H&H Technical Memorandum
2. Draft Final Construction Plans and Estimate
3. Final Construction Plans and Estimate
4. Meeting Minutes

CASTLE HILLS

Site Specific Description and Assumptions:

The project is located downstream of the Fairway Ridge interceptor channel which outfalls into the Northcliffe Golf Course. Existing channel conditions are unstable as a result of the frequent inundation and high velocity runoff from the recently developed subdivisions upstream. As a result of these conditions channel maintenance used to maintain the capacity of the channel is made difficult by the rills and scour within the banks of the channel.

The City of Schertz has proposed the replacement of the existing vegetated channel with a concrete trapezoidal channel. The construction budget for this project has been site by the City of Schertz at \$203,544.

This project is not located within a FEMA floodplain as detailed in Attachment 'H.'

Both the city and CONSULTANT agree to the assumption that City will obtain temporary construction easements and associated survey from the Northcliffe Golf Course. It is also further assumed that City will provide direction on any items affecting the awarded contractor's scope of work or limitations on construction required by the negotiation of the temporary easement.

Both the City and CONSULTANT agree to the assumption that downstream impacts from the loss of channel storage is not required by the City.

Both the City and CONSULTANT agree to the assumption that no Conditional Letter of Map Revision (CLOMR) nor Letter of Map Revision (LOMR) are required.

Site Specific Scope:

In addition to the General Scope of services, CONSULTANT shall:

1. Obtain a topographic survey of the area shown in Attachment 'G'. The survey shall include visible evidence of utilities and the collection of paint markings from using the Statewide One-Call.
2. Complete the initial contact with utilities suspected to be in the project area and request maps, redlines, records, etc. as necessary to identify potential conflicts. The CONSULTANT and City agree to the assumption that if potential or known conflicts are identified, that the City will coordinate with the utilities to clear the conflict. Where analysis demonstrates that conflicts exist, a separate proposal will be provided to complete the coordination once the extent of conflicts are determined.
3. Attend one (1) on-site meeting with Lower Colorado River Authority (LCRA) due to the location of the proposed improvements to a LCRA overhead transmission easement within the project limits.
4. Obtain a Letter of Authority from LCRA to place the concrete channel within their easement and provide time for reasonable coordination related thereto.
5. Attend one (1) meeting with Northcliffe Golf Course for coordination of proposed improvements and their potential effect on golf course operations.
6. Evaluate the hydraulic capacity of the channel in existing and proposed conditions to identify impacts to adjacent landowners, if any. The results of the analysis shall be

documented in a technical memorandum submitted to the City of Schertz Engineering Department for review and concurrence.

7. Document and submit to the City of Schertz Engineering Department for review a technical memorandum for the purpose of obtaining concurrence.
8. Prepare a two (2) 11'x17' plan and profile sheets defining the limits of work, and estimated quantities utilizing standard construction details. Both the City and CONSULTANT agree to the assumption that no modified or special details are required.
9. Prepare an estimate based on the construction plans utilizing best available data.

Deliverables:

1. H&H Technical Memorandum
2. Draft Final Construction Plans and Estimate
3. Final Construction Plans and Estimate
4. Meeting Minutes

SCHAEFER ROAD

Site Specific Description and Assumptions:

The project is located west of the intersection of Schaefer Road and McCoy Woods Street. When the adjacent residential subdivision Laurel Heights was constructed, the developer constructed half of the bar ditch with concrete rip-rap and the other half remained vegetation. Due to the adjustment of the channel slope the vegetated portion is too steep to remain stable.

The City of Schertz has proposed the replacement of the existing vegetation with concrete rip-rap. The construction budget for this project has been set by the City of Schertz at \$13,600.

This project is not located within a FEMA floodplain as detailed in Attachment 'J'.

Both the City and CONSULTANT agree to the assumption that no evaluation of hydraulic capacity is required.

Site Specific Scope:

In addition to the General Scope of services, CONSULTANT shall:

1. Obtain a topographic survey of the area shown in Attachment 'I'. The survey shall include visible evidence of utilities and the collection of paint markings from using the Statewide One-Call.
2. Complete the initial contact with utilities suspected to be in the project area and request maps, redlines, records, etc. as necessary to identify potential conflicts. The CONSULTANT and City agree to the assumption that if potential or known conflicts are identified, that the City will coordinate with the utilities to clear the conflict. Where analysis demonstrates that conflicts exist, a separate proposal complete the coordination once the extent of conflicts are determined.
3. Prepare a single 11'x17' plan and profile sheet defining the limits of work, and estimated quantities utilizing standard construction details. Both the City and CONSULTANT agree to the assumption that no modified or special details are required.

4. Prepare an estimate based on the construction plans utilizing best available data.

Deliverables:

1. Draft Final Construction Plans and Estimate
2. Final Construction Plans and Estimate
3. Meeting Minutes

OSAGE AVENUE

Site Specific Description and Assumptions:

The project is located between Osage Avenue upstream and Jasmine Drive downstream west of Lotus Park. The existing vegetated channel utilizes concrete grade control structures to create stable channel slopes. Due to the frequency of inundation by the urbanized watershed upstream the channel bottom has eroded and is contributing to undermining of the existing grade control structures.

The City of Schertz has proposed the replacement of the existing vegetated channel with a concrete trapezoidal channel. The construction budget for this project has been set by the City of Schertz at \$143,111.00.

This project is not located within a FEMA floodplain as detailed in Attachment 'L'.

Both the city and CONSULTANT agree to the assumption that City will obtain temporary construction easements and associated survey from the Northcliffe Golf Course. It is also further assumed that City will provide direction on any items affecting the awarded contractor's scope of work or limitations on construction required by the negotiation of the temporary easement.

Both the City and CONSULTANT agree to the assumption that downstream impacts from the loss of channel storage is not required by the City.

Both the City and CONSULTANT agree to the assumption that no Conditional Letter of Map Revision (CLOMR) nor Letter of Map Revision (LOMR) are required.

Site Specific Scope:

In addition to the General Scope of services, CONSULTANT shall:

1. Obtain a topographic survey of the area shown in Attachment 'K'. The survey shall include visible evidence of utilities and the collection of paint markings from using the Statewide One-Call.
2. Complete the initial contact with utilities suspected to be in the project area and request maps, redlines, records, etc. as necessary to identify potential conflicts. The CONSULTANT and City agree to the assumption that if potential or known conflicts are identified, that the City will coordinate with the utilities to clear the conflict. Where analysis demonstrates that conflicts exist, a separate proposal complete the coordination once the extent of conflicts are determined.
3. Evaluate the hydraulic capacity of the channel in existing and proposed conditions to identify impacts to adjacent landowners, if any. The results of the analysis shall be

- documented in a technical memorandum submitted to the City of Schertz Engineering Department for review and concurrence.
4. Document and submit to the City of Schertz Engineering Department for review a technical memorandum for the purpose of obtaining concurrence.
 5. Prepare a three (3) 11'x17' plan and profile sheets defining the limits of work, and estimated quantities utilizing standard construction details. Both the City and CONSULTANT agree to the assumption that no modified or special details are required.
 6. Prepare an estimate based on the construction plans utilizing best available data.

Deliverables:

1. H&H Technical Memorandum
2. Draft Final Construction Plans and Estimate
3. Final Construction Plans and Estimate
4. Meeting Minutes

Related Services not included within the Basic Scope of Services:

The following related tasks are not included with the basic scope of services. These services, not currently deemed necessary, will be if necessary obtained separately by City. Additional City requested work of the CONSULTANT may require an additional task request. Any such requests shall require an amendment to this agreement and may require Council approval for funding and authorization. No additional work may be authorized without written approval to amend the agreement.

1. Right of Way acquisition services.
2. Geotechnical reports.
3. Environmental reports or studies.
4. CLOMR or LOMR submittals or any related study.
5. Utility coordination beyond that already noted.

ATTACHMENT 2

COMPENSATION

LUMP SUM BY PHASE PAYMENT METHOD FOR BASIC SERVICES AND A NOT TO EXCEED AMOUNT FOR SUPPLEMENTAL SERVICES

1.1 Compensation for all fees, costs, expenses and services defined by this Contract shall be compensated at a Not-To-Exceed amount of \$ 137,645.50 – One Hundred Thirty-Seven Thousand Hundred Thirteen Dollars and No Cents, including expenses (the “Contract Price”), and it is agreed and understood that this amount, when earned, will constitute full compensation to the Professional.

1.2 This Contract Price is the sum of the phases as provided for by the Tasks and Expenses as detailed in the following schedule of values:

| Projects Task | AMOUNT |
|---|-------------------------|
| Task 1 – Design Phases for various projects | \$ 81,270.00 |
| Task 2 – Bid Phases | \$ 3,090.00 |
| Task 3 – Construction and Closeout Phases | \$ 12,230.00 |
| Miscellaneous Expenses | \$ 530.00 |
| <u>Sub-Consultants</u> | <u>\$ 30,525.50</u> |
| <u>Total Basic Services</u> | <u>\$127,645.50</u> |

1.3 **Basic Design Services**

The portion of the Contract Price allocated for Basic Design Services as provided for in Exhibit A shall be the lump sum amount of **\$ 127,645.50 – One Hundred Twenty-Seven Thousand, Six Hundred Forty-Five Dollars and No Cents**. Of this amount, Thirty Thousand Five Hundred Twenty-Five Dollars and Fifty Cents - \$ 30,525.50, is allocated for Sub-Consultant Fees.

1.4 **Miscellaneous Expenses**

The portion of the Contract Price allocated for Miscellaneous Expenses for Mileage and Reproduction of Plans & Specifications shall be the lump sum amount of **\$ 530.00 – Five Hundred Thirty Dollars and No Cents**.

1.5 **Supplemental Services** (Apart from Basic Services)

An allowance of **\$ 10,000.00 – Ten Thousand Dollars and No Cents** has been allowed for in this Contract Agreement.

1.6 **Rate Table**

For the purpose of establishing costs to the City of Schertz for any negotiated supplemental services payable on an hourly rate basis authorized in writing by the City of Schertz, the Hourly Billing Rate Table in Attachment 3 shall apply.

- 1.7 Professional shall submit monthly Applications for Progress Payment that shall separately itemize the following:
1. The relevant Consulting Fee to date progress payment due for the City approved number of hours for each discipline and in accordance the rate table in Exhibit B.
 2. Separate line item entries which identify all Additional Services which were approved in advance and in writing by City and which were completed during the preceding month. Consultants submittal for these Additional Costs shall include: (a) a copy of Owners prior written approval: and (b) an itemization of all Reimbursable Expenses attributable to each separate item of Additional Service performed and incurred during the preceding month.

ATTACHMENT 3
BILLING RATE SCHEDULE

| Discipline | Hourly Rate |
|-----------------------------------|--------------------|
| Principal QAQC Manager | \$ 220.00 |
| Senior Project Manager | \$ 190.00 |
| Senior Project Engineer | \$ 150.00 |
| Project Engineer | \$ 130.00 |
| Engineer-in-Training III | \$ 125.00 |
| Engineer-in-Training II | \$ 95.00 |
| Construction Field Representative | \$ 95.00 |
| CADD Designer II | \$ 85.00 |
| Administrative | \$ 65.00 |

ATTACHMENT 4

ADDITIONAL SERVICES AND/OR EXPANDED SCOPE OF SERVICES

To be completed as necessary.

CITY OF SCHERTZ

CONSULTANT


CITY MANAGER





Consultant Name

TITLE

COLONIES DITCH

CITY OF SCHERTZ

Legend

-  COLONIES DITCH
-  Church of Christ Schertz
-  Diamond K Eyecare
-  Feature 1

ATTACHMENT 'A'

PROJECT LOCATION

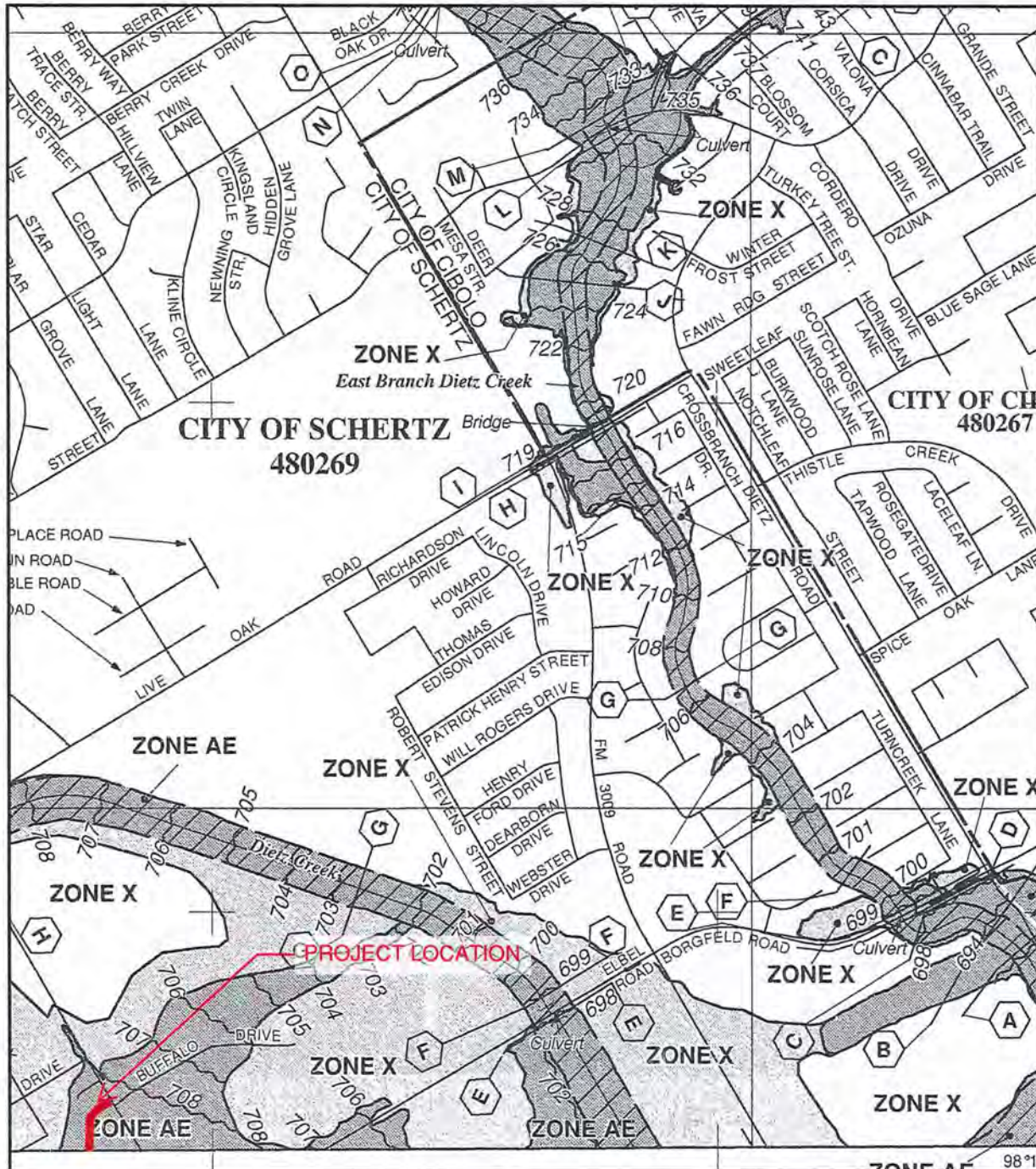
Google earth

© 2017 Google

300 ft



ATTACHMENT 'B'



MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

FIRM FLOOD INSURANCE RATE MAP GUADALUPE COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 210 OF 480

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|------------------|--------|-------|--------|
| GUADALUPE COUNTY | 480266 | 0210 | F |
| CIBOLO, CITY OF | 480267 | 0210 | F |
| SCHERTZ, CITY OF | 480269 | 0210 | F |
| SELMA, CITY OF | 480046 | 0210 | F |

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
48187C0210F

EFFECTIVE DATE
NOVEMBER 2, 2007





Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

HIDDEN GROVE

CITY OF SCHERTZ

Legend

-  COLONIES DITCH
-  Church of Christ Schertz
-  Diamond K Eyecare
-  Feature 1

ATTACHMENT 'C'

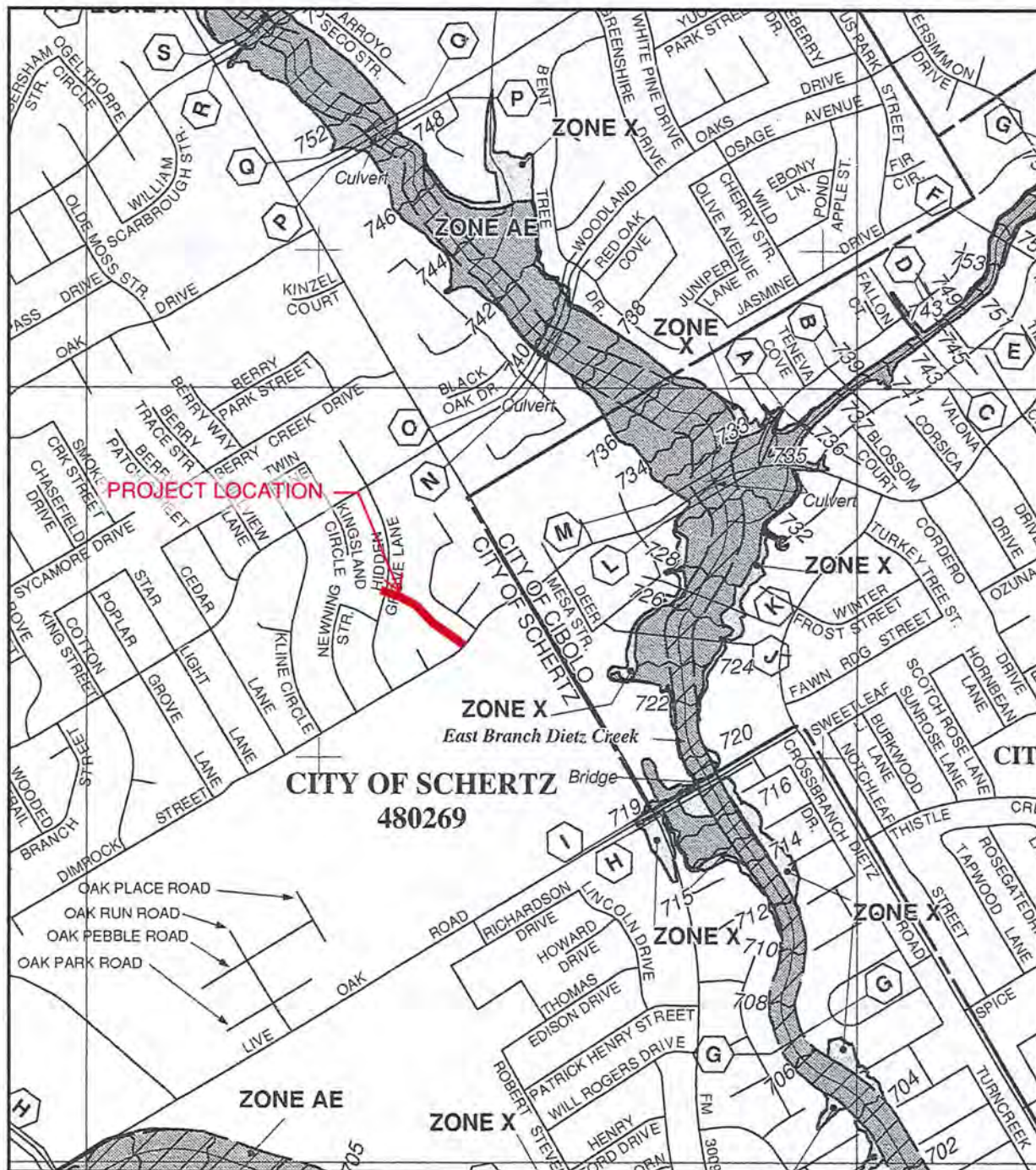
PROJECT LOCATION

Google earth

© 2017 Google

700 ft

ATTACHMENT 'D'



MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

PANEL 0210F

FIRM FLOOD INSURANCE RATE MAP GUADALUPE COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 210 OF 480

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|------------------|--------|-------|--------|
| GUADALUPE COUNTY | 480268 | 0210 | F |
| CIBOLO, CITY OF | 480267 | 0210 | F |
| SCHERTZ, CITY OF | 480269 | 0210 | F |
| SELMA, CITY OF | 480046 | 0210 | F |

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
48187C0210F

EFFECTIVE DATE
NOVEMBER 2, 2007

Federal Emergency Management Agency

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DIETZ ROAD
CITY OF SCHERTZ

PROJECT LOCATION

ATTACHMENT 'E'

Legend

Google earth
© 2017 Google

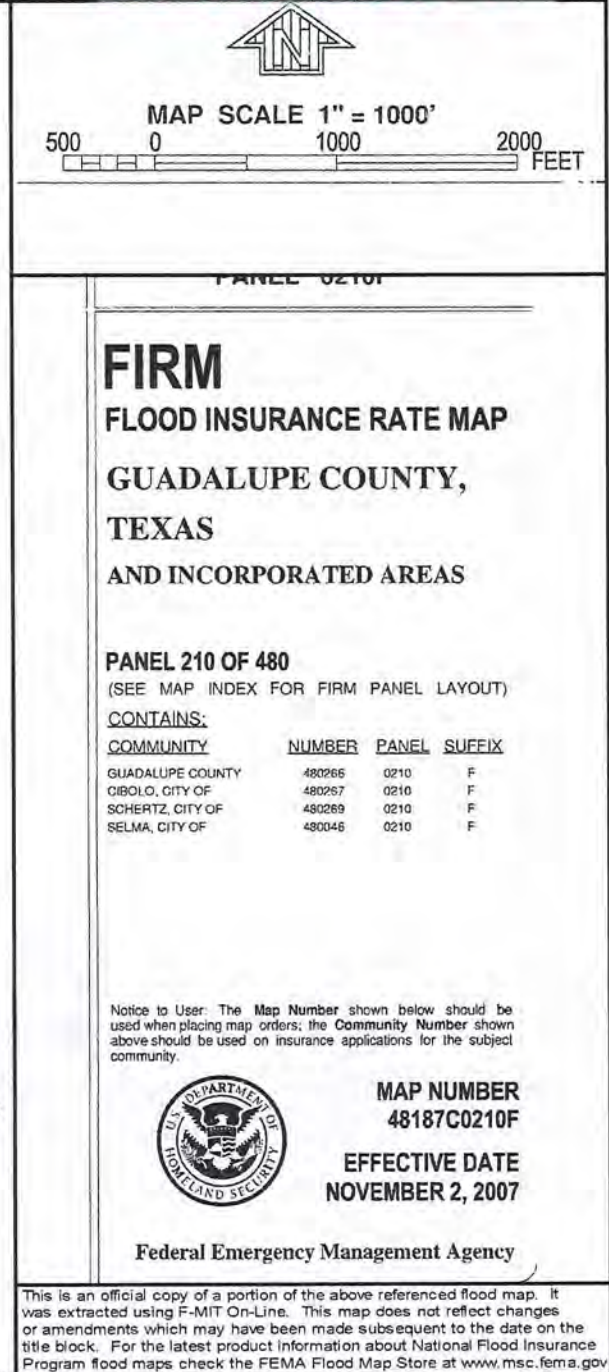


300 ft



MAP SCALE 1" = 1000'





0 1000 2000 FEET



CASTLE HILLS

CITY OF SCHERTZ

Legend

-  COLONIES DITCH
-  Church of Christ Schertz
-  Diamond K Eyecare
-  Feature 1

ATTACHMENT 'F'

PROJECT LOCATION

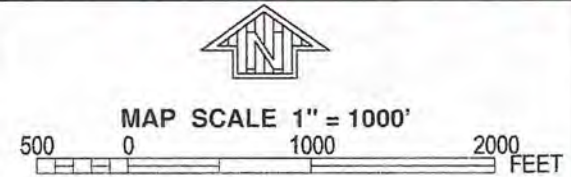
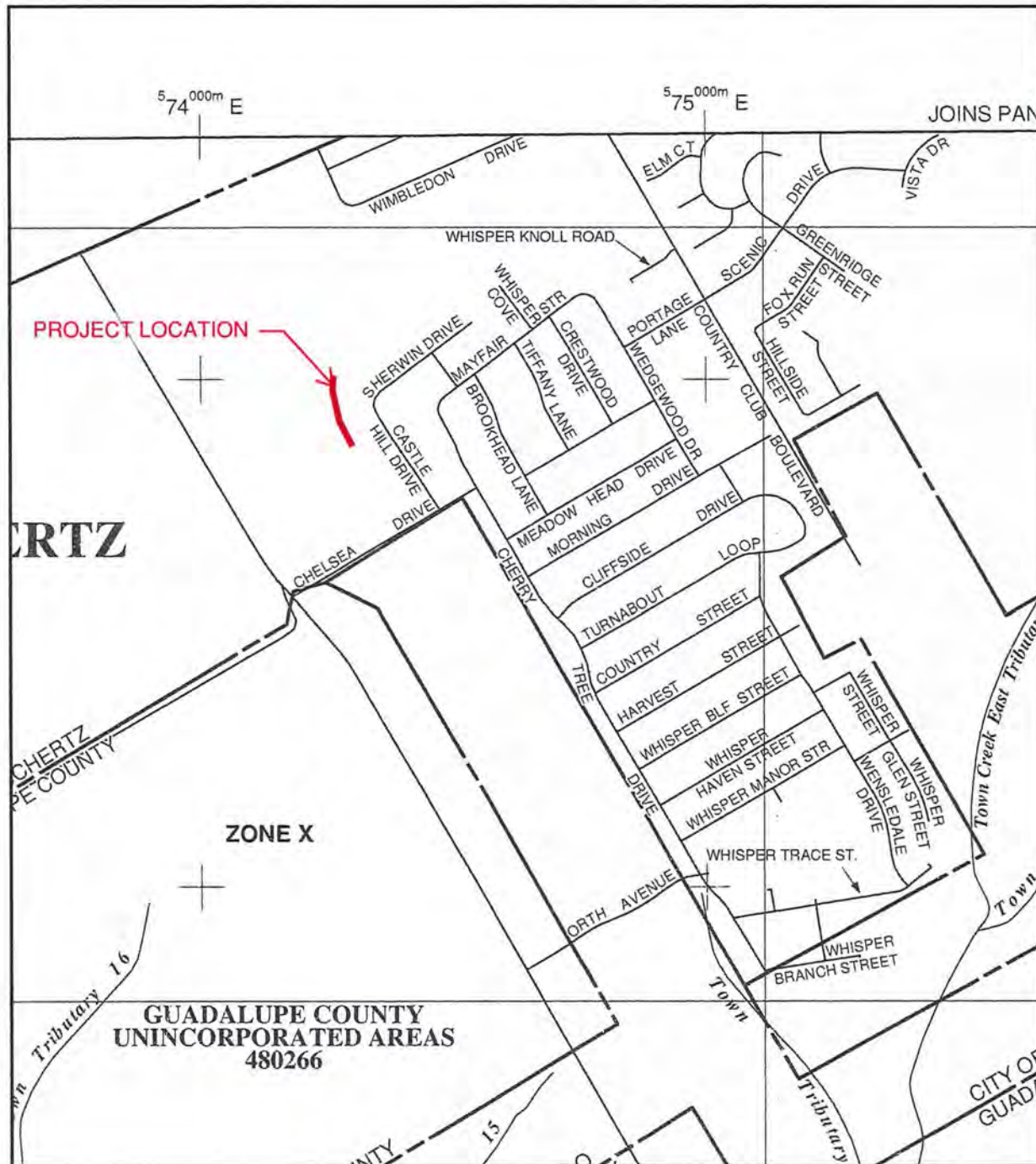
Google earth

© 2017 Google

300 ft



ATTACHMENT 'H'



FIRM FLOOD INSURANCE RATE MAP GUADALUPE COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 230 OF 480

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|----------------------|--------|-------|--------|
| GUADALUPE COUNTY | 480266 | 0230 | F |
| CIBOLO, CITY OF | 480267 | 0230 | F |
| SANTA CLARA, CITY OF | 480013 | 0230 | F |
| SCHERTZ, CITY OF | 480269 | 0230 | F |

Notice to User: The Map Number shown below should be used when placing map orders, the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
48187C0230F

EFFECTIVE DATE
NOVEMBER 2, 2007





Federal Emergency Management Agency

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SCHAEFFER ROAD

CITY OF SCHERTZ

Legend

-  COLONIES DITCH
-  Church of Christ Schertz
-  Diamond K Eyecare
-  Feature 1

ATTACHMENT 'I'

PROJECT LOCATION

Cypress Barn

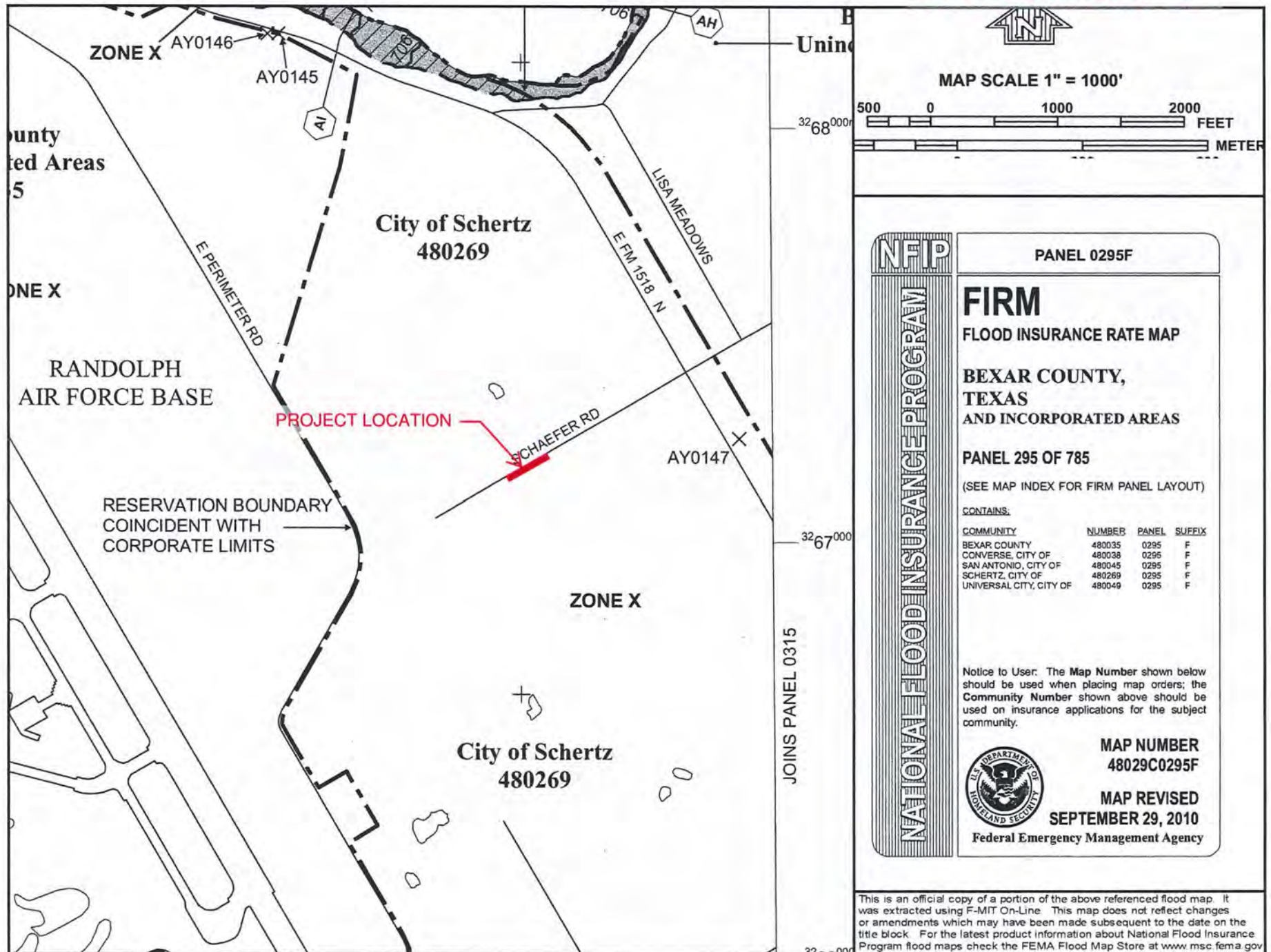
Google earth

© 2017 Google

300 ft







ATTACHMENT 'J'



OSAGE AVENUE

CITY OF SCHERTZ

Legend

-  COLONIES DITCH
-  Church of Christ Schertz
-  Diamond K Eyecare
-  Feature 1

ATTACHMENT 'K'

PROJECT LOCATION

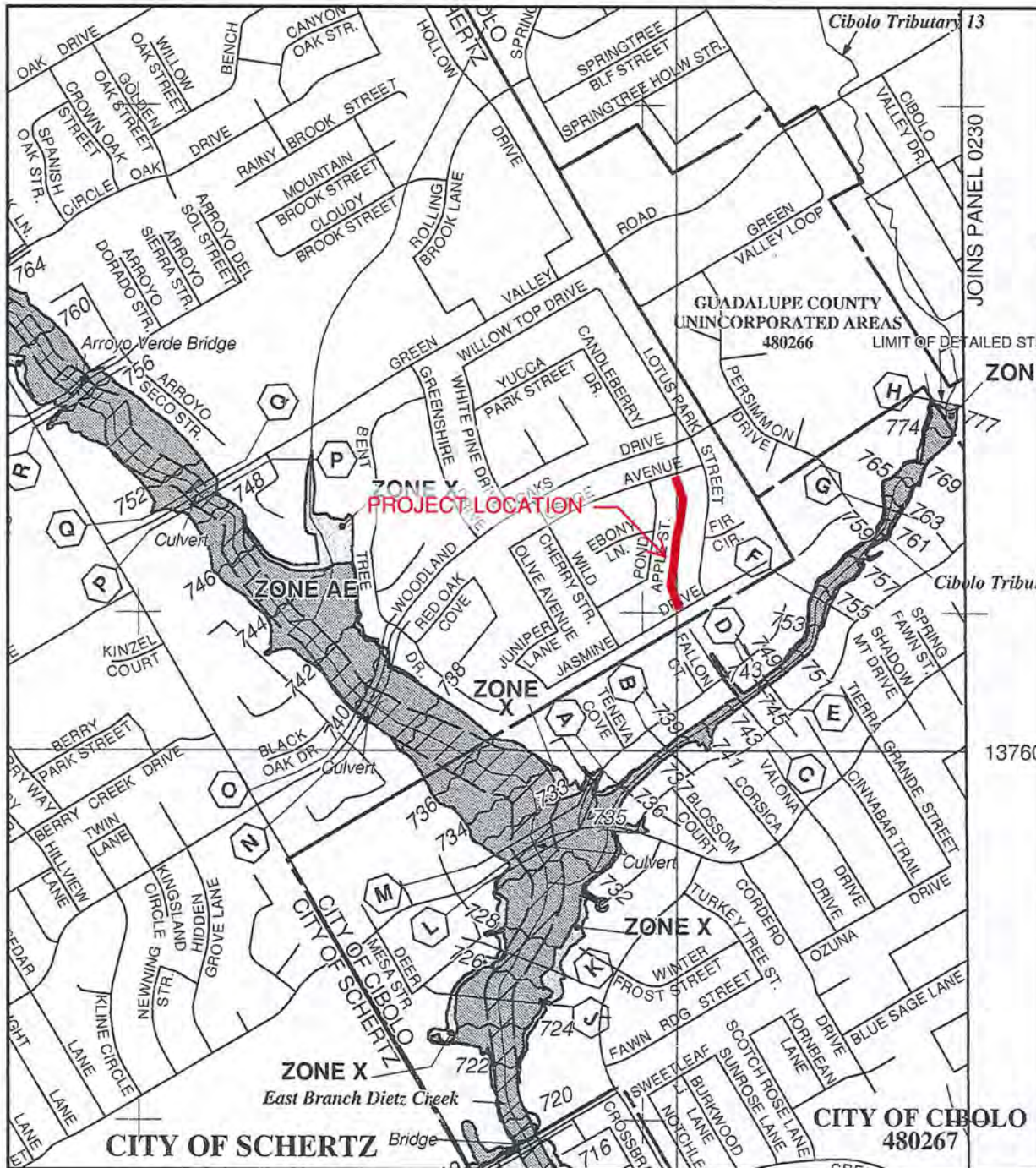
Google earth

© 2017 Google

700 ft



ATTACHMENT 'L'



MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

FIRM FLOOD INSURANCE RATE MAP GUADALUPE COUNTY, TEXAS AND INCORPORATED AREAS

PANEL 210 OF 480

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|------------------|--------|-------|--------|
| GUADALUPE COUNTY | 480266 | 0210 | F |
| CIBOLO, CITY OF | 480267 | 0210 | F |
| SCHERTZ, CITY OF | 480269 | 0210 | F |
| SELMA, CITY OF | 480046 | 0210 | F |

Notice to User: The Map Number shown below should be used when placing map orders, the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
48187C0210F

EFFECTIVE DATE
NOVEMBER 2, 2007

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

December 9, 2019
(Revised February 12, 2020)

Scott McClelland, EIT
Project Manager
City of Schertz, Engineering Department
10 Commercial Place
Schertz, Texas 78154

**RE: 2020 Drainage Maintenance Projects
Modification to Project Scope**

Dear Mr. McClelland:

Lockwood, Andrews & Newnam, Inc. (LAN) has received your request to complete the minor design revisions, bidding, and construction phase services for four of the remaining five projects not already constructed in the 2018 Drainage Maintenance Project documents. The current contract with the city of Schertz for the 2018 Drainage Maintenance Projects has a remaining balance of \$4,892.00 for "construction and close-out phase" services and an unused "supplemental services" budget of \$10,000.00 for a total of \$14,892.00.

Attached as attachment 'A' is a scope of work which captures the work discussed during our November 22, 2019 meeting and the additional subsurface utility investigation discussed during our field meeting on January 30, 2020. An estimate of the level of effort required to complete the scope of work has been prepared and is attached as attachment 'B' to this letter. A summary of the lump sum costs are summarized by task below:

| | |
|---|--------------------|
| Survey Verification (Lump Sum) | \$3,280.00 |
| Sub-surface Utility Investigation (Time & Materials) | \$10,200.00 |
| Drawing Revisions & Bid Document Preparation (Lump Sum) | \$6,240.00 |
| Bid Phase (Lump Sum) | \$2,300.00 |
| Construction Phase (Lump Sum) | \$8,510.00 |
| | Labor Total |
| | \$30,530.00 |
| Other Direct Costs (Expenses) | \$934.00 |
| | Grand Total |
| | \$31,464.00 |

Based on the remaining funds in the current contract, a supplemental increase in the contract amount of \$16,572.00 will be needed. Upon reviewing the attachments, provided they meet the city's expectations, please notify LAN of your acceptance so that we may immediately begin the work. Performance of survey verification, drawing revisions and bid document preparation can be completed prior to obtaining the supplemental increase in contract amount by obtaining partial authorization from you.

Please contact our office if you have any questions or concerns.

Sincerely,

Justin M. Murray, PE
Project Manager

Scope of Work

Attachment 'A'

Project Description

Lockwood, Andrews & Newnam, Inc. (CONSULTANT) completed the design of the 2018 drainage maintenance project package on July 20, 2018. Due to budgetary limitations the city of Schertz (CITY) deferred construction of five of the projects to a later date. Two of the projects were constructed and final payment made in October 2019. The following scope of services is being proposed to utilize the remaining consultant fee budget to update drawings, package for bidding, complete bid documents, and conduct construction oversight.

Basic Services

Survey Verification (M&S Surveying)

1. CONSULTANT will retain M & S Surveying, Inc. (SUB-CONSULTANT) to provide surveying services;
2. SUB-CONSULTANT will complete verification of the control which was portrayed on the control sheets dated April 23, 2018;
3. SUB-CONSULTANT will obtain inverts at the upstream and downstream manholes of the sanitary sewer crossing of the proposed storm drainage system at the intersection of Dietz and Borgfield Roads;
4. SUB-CONSULTANT will provide updated drawings and CAD reference files for updated control and utility survey information.

Sub-Surface Utility Investigation (SoftDig)

1. SUB-CONSULTANT will complete surface Quality Level B for the area where Quality Level A will be collected;
 - a. SUB-CONSULTANT will designate, record and mark the approximate horizontal location (accurate within 12± in.) of existing utilities by geophysical prospecting techniques;
 - b. SUB-CONSULTANT will use its best professional expertise and geophysical prospecting techniques to designate subsurface utilities. SUB-CONSULTANT does not guarantee that utilities marked constitute all utilities within the project area;
 - c. SUB-CONSULTANT uses electromagnetic equipment and GPR, however, there exists the possibility that due to circumstances beyond the control of the designating technicians, utilities may be non-detectable or the horizontal location mark is not directly over the centerline of the utility;
 - i. The following factors may limit or exceed the capabilities, accuracy, and reliability of the geophysical equipment: composition of the utility structure (non-metallic), soil characteristics (mineral content, debris, rocks), salinity of ground water, depth of utility, surface covering, embedded structures (re-bar, wire mesh), confined spaces and external interference (power lines, guard rails, traffic, rail lines);
 - ii. Utility depths obtained by instrument readings (only if requested by client) are not guaranteed and are not to be used for design or basis for construction. Clients relying on instrument reading of depths do so at their own risk. True depth is only obtained by exposing the utility.

Scope of Work

Attachment 'A'

2. SUB-CONSULTANT will complete Quality Level A locates as indicated on the attached Exhibit 1;
3. SUB-CONSULTANT will provide routinely and normally carried cones and warning signs for Maintenance of Traffic. Traffic conditions, location of test holes in roadway and permit requirements may require other devices (T.M.A., arrow boards, etc.) and/or flaggers or police detail. Such costs will be invoiced as an expense;
4. SUB-CONSULTANT will coordinate with utility company inspectors as required by the resultant agreement and by law;
5. SUB-CONSULTANT will neatly cut and remove existing paving, with the cut area not exceeding 12 in. x 12 in. Excavate using the SUB-CONSULTANT's vacuum excavation system.
6. SUB-CONSULTANT will excavate test holes with care as to prevent damage to utilities, however, any damage resulting from the condition of the utility due to age, burial conditions, covering, etc. is not the responsibility of SUB-CONSULTANT.
7. SUB-CONSULTANT will backfill with excavated material and compact in 6 inch lifts.
8. SUB-CONSULTANT will furnish, install and color-code a permanent above-ground marker (e.g. P.K. nail, peg, steel pin, or hub) directly above the centerline of the structure, as well as "down the hole" color-coded plastic ribbon.
9. SUB-CONSULTANT will provide a bituminous cold patch of pavement within the limits of the original cut at the time of backfill. If the test hole is excavated in an area other than the roadway pavement, the area disturbed will be restored to the condition prior to excavation. Excluded from this provision would be any disturbance to sub soil and ground water conditions that may result in a "quick condition" or "bubbling" of water to the surface from hydrostatic pressure release resulting from excavation and through no fault of SUB-CONSULTANT. Also excluded is restoring pavement with hot mixed/hot laid bituminous pavement or keyholing operations.
10. SUB-CONSULTANT will provide the following test hole information:
 - a. Elevation of top and/or bottom of utility tied to vertical control provided, to within 0.01 ft. If control is not provided, control will be assumed.
 - b. Locate the test hole by swing ties to 3 physical objects.
 - c. Elevation of existing grade over utility at test hole to within 0.01 ft.
 - d. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - e. Utility structure material compositions, and condition when possible.
 - f. Pavement thickness, generalized soil type and unusual conditions.
 - g. Should suspected hazardous material be encountered in the test hole, SUB-CONSULTANT crews will immediately contact the client representative and our office. We will also comply with DOT Hazardous Material Regulation Procedures.

Assumptions:

- Test holes shall be terminated if subsurface conditions (rock, boulders, ground water, soil conditions, soil cave in, trash/debris, or excessive depth) prevent advancement of excavation to expose the utility or to reach required depth.

Scope of Work

Attachment 'A'

Drawing Revisions and Bid Document Preparation (LAN)

1. CONSULTANT will assemble a drawing set for the four projects to be included in the bidding: Area 1—Colonies Ditch; Area 3—Castle Hills; Area 5—Osage Ditch; and, Area 6—Dietz Road;
2. CONSULTANT will contact utility service providers suspected to be in the area of the proposed projects to obtain updated utility maps;
3. CONSULTANT will utilize the updated utility maps to revise the drawings and provide plan view conflict resolution;
4. CONSULTANT will meet on-site with AT&T to kick-off the design of relocation of the multiple telephone crossings at Area 6—Dietz Road;
5. CONSULTANT will update the drawing details for the project to provide a bid alternative for concrete riprap at Area 1—Colonies Ditch;
6. CONSULTANT will utilize the Guadalupe County Parcel data to update the drawings for Area 3—Castle Hills to show property boundaries and label such as “apparent property line;”
7. CONSULTANT will show limits of drainage easement on Castle Hills Ditch and adjust limits of work to stay within easement;
8. CONSULTANT will modify Engineers Joint Contract Documents Committee (EJCDC) bid and contract documents, as revised by CITY, to complete bid specifications for the project;

Bid Phase (LAN)

1. CONSULTANT will attend a pre-bid meeting at CITY offices during bidding;
2. CONSULTANT will respond to requests for clarification made during bidding;
3. CONSULTANT will attend the bid opening, review bid responses, prepare a tabulation of the bids received, and a recommendation of award;

Construction Phase (LAN)

1. CONSULTANT will complete the Agreement between Owner and Contractor using the awarded bidders bid and contact information;
2. CONSULTANT will attend a pre-construction meeting at CITY offices;
3. CONSULTANT will conduct weekly site visits during construction to review general conformance with the project plans and specifications. The visits will be documented in field observation reports and submitted to CITY. For the purposes of this scope CONSULTANT has assumed a six month duration for construction;
4. CONSULTANT will review contractor pay applications and make a recommendation for payment to CITY;
5. CONSULTANT will attend a substantial completion walkthrough with CITY and prepare a list of punch list items that must be corrected prior to release of final payment;
6. CONSULTANT will conduct a final walkthrough with CITY and prepare a recommendation for acceptance letter to CITY.

Deliverables

- 100% Issued for Bid Set;
- 100% Issued for Construction Set;
- Bid Specifications

Scope of Work

Attachment 'A'

- Bid Tabulation & Recommendation for Award
- Field observation reports
- Substantial Completion Walkthrough Letter
- Recommendation of Acceptance

**ATTACHMENT B
CONSULTANT FEE ESTIMATE**

| | | | | | | | | | | | | | |
|---|--|------------------|-----------------|-------------------------|------------------------|-----------------|-------------------------|------------------|--------------------------|-------------------------|-----------------------------------|------------------|----------------|
| LAN Project No. 120-12083-001 Project Name: 2020 Drainage Maintenance Projects | | Total Task Hours | Total Task Cost | Principal/QA/QC Manager | Senior Project Manager | Project Manager | Senior Project Engineer | Project Engineer | Engineer In Training III | Engineer In Training II | Construction Field Representative | CADD Designer II | Administrative |
| | | | | \$ 220.00 | \$ 190.00 | \$ 175.00 | \$ 150.00 | \$ 130.00 | \$ 125.00 | \$ 95.00 | \$ 95.00 | \$ 85.00 | \$ 65.00 |
| BASIC SERVICES | | | | | | | | | | | | | |
| Survey Verification | | | | | | | | | | | | | |
| | 1. Sub-consultant management | 2 | \$ 380.00 | | 2 | | | | | | | | |
| Drawing Revisions and Bid Document Preparation | | | | | | | | | | | | | |
| | 1. Revise construction set | 5 | \$ 690.00 | | 1 | | | | 4 | | | | |
| | 2. Contact utilities & request records | 5 | \$ 690.00 | | 1 | | | | 4 | | | | |
| | 3. Update utilities shown in drawings | 10 | \$ 1,380.00 | | 2 | | | | 8 | | | | |
| | 4. Meet on-site w/ AT&T @ Area 6 | 2 | \$ 380.00 | | 2 | | | | | | | | |
| | 5. Revise rip-rap details to provide bid alt. for Area 1 | 6 | \$ 880.00 | | 2 | | | | 4 | | | | |
| | 7. Add easement limits & revise limits of work for Area 5 | 7 | \$ 940.00 | | 1 | | | | 6 | | | | |
| | 8. Modify EJCDC documents | 12 | \$ 1,280.00 | | 4 | | | | | | | | 8 |
| Bid Phase | | | | | | | | | | | | | |
| | 1. Attend pre-bid | 2 | \$ 380.00 | | 2 | | | | | | | | |
| | 2. Respond to requests for clarification | 12 | \$ 1,280.00 | | 4 | | | | | | | | 8 |
| | 3. Attend pre-bid, review & tabulate bids, & recommendation letter | 6 | \$ 640.00 | | 2 | | | | | | | | 4 |
| Construction Phase | | | | | | | | | | | | | |
| | 1. Attend pre-con at City | 4 | \$ 630.00 | | 2 | | | | 2 | | | | |
| | 2. Conduct bi-weekly site visits (13) | 21 | \$ 3,145.00 | | 8 | | | | 13 | | | | |
| | 3. Review submittals & RFIs | 18 | \$ 2,640.00 | | 6 | | | | 12 | | | | |
| | 4. Review pay applications | 6 | \$ 1,140.00 | | 6 | | | | | | | | |
| | 5. Attend substantial completion walkthrough | 4 | \$ 510.00 | | 2 | | | | | | | | 2 |
| | 6. Attend final walkthrough & recommendation of acceptance letter | 3 | \$ 445.00 | | 2 | | | | | | | | 1 |
| LABOR TOTAL | | 125 | \$17,430.00 | 0 | 49 | 0 | 0 | 0 | 53 | 0 | 0 | 0 | 23 |
| Expenses | | | | | | | | | | | | | |
| | 8.5"x11" B&W Copy | \$0.08 | /page | 300 | \$24.00 | | | | | | | | |
| | 8.5"x11" Color Copy | \$0.12 | /page | | \$0.00 | | | | | | | | |
| | 11"x17" B&W Copy | \$0.35 | /page | | \$0.00 | | | | | | | | |
| | 11"x17" Color Copy | \$1.00 | /page | 250 | \$250.00 | | | | | | | | |
| | Large Format B&W Printing | \$0.50 | /sq. ft. | | \$0.00 | | | | | | | | |
| | Large Format Color Printing | \$1.00 | /sq. ft. | | \$0.00 | | | | | | | | |
| | Mileage | \$0.55 | /mile | 1,200 | \$660.00 | | | | | | | | |
| | Postage | | | | | | | | | | | | |
| EXPENSE TOTAL | | | | | \$934.00 | | | | | | | | |
| Sub-Consultants | | | | | | | | | | | | | |
| | M & S Surveying, Inc. | | | | \$ 2,900.00 | | | | | | | | |
| | SoftDig (Time & Materials) | | | | \$ 10,200.00 | | | | | | | | |
| SUBCONSULTANTS TOTAL | | | | | \$ 13,100.00 | | | | | | | | |
| Total Fee: \$31,464.00 | | | | | | | | | | | | | |

EXHIBIT 1

ABS: 221 SUR: 6 MALFAZ
3.2680 AC.
OWNER: CITY OF SCHERTZ

LOT: 25 BLK: 7
DOVE MEADOWS #2
OWNER: SANDS WARREN THOMAS JR
O. P. R. G. C. T.

PROPOSED TEST HOLE LOCATIONS

CONSTRUCTION WITHIN DRIVEWAY WILL BE COORDINATED WITH LANDOWNER. AT THE END OF EACH DAY, TRENCH WILL BE COVERED WITH STEEL PLATE OF A SUFFICIENT SIZE AND THICKNESS TO ALLOW VEHICULAR TRAFFIC.

CAUTION: UNDERGROUND CATV & TELE
VERIFY DEPTH PRIOR TO CONSTRUCTION

CAUTION: UNDERGROUND GAS
VERIFY DEPTH PRIOR TO CONSTRUCTION

CAUTION: UNDERGROUND CATV & TELE
VERIFY DEPTH PRIOR TO CONSTRUCTION

CAUTION: UNDERGROUND ELECTRIC
VERIFY DEPTH PRIOR TO CONSTRUCTION

CONTACT UTILITY FOR TEMPORARY RELOCATION
OF UTILITY DURING CONSTRUCTION

MAINTAIN 12" BELOW OUTSIDE OF STORM DRAIN AFTER ADJUSTMENT

GLEAMING SPRINGS DRIVE

STA 10+56.50
JCTBOX (COMPL) (PJB) (3FTX3FT)
1 EA

MANHOLE RING ENCASEMENT
REF SHT 36
CL A CONC
1 CY (EST)

CAUTION: AVOID TELEPHONE PEDESTAL

ABS: 216 SUR: A S LEWIS
8.5330 AC.
OWNER: COUR VALANT LP

3" TOPSOIL
HYDROMULCH
13 SY (EST)

OUT-01
STA 10+13.14
HEADWALL (CH-FW-0) (DIA=24IN)
1 EA

VERIFY ELEVATIONS ALONG EX. FENCELINE
PRIOR TO PLACING CONCRETE, NOTIFY ENGINEER
OF DISCREPANCIES. ADJUSTMENTS WILL BE MADE
TO TOP OF SLOPE TO MAINTAIN POSITIVE
DRAINAGE OUT OF LOT AND INTO CHANNEL.

ABS: 216 SUR: A S LEWIS
3.7920 AC.
OWNER: MARTINEZ STEVEN & DOLORES

RIPRAP (CONC) (5IN)
17 SY (EST)

VERIFY ELEVATIONS ALONG EX. FENCELINE
PRIOR TO PLACING CONCRETE, NOTIFY ENGINEER
OF DISCREPANCIES. ADJUSTMENTS WILL BE MADE
TO TOP OF SLOPE TO MAINTAIN POSITIVE
DRAINAGE OUT OF LOT AND INTO CHANNEL.

| No. | STATION | OFFSET | ELEVATION | DESCRIPTION |
|-----|----------|--------|-----------|----------------|
| 1 | 11+92.51 | -5.65 | 700.10 | TOP OF SLOPE |
| 2 | 11+92.51 | -2.83 | 699.00 | TOE OF SLOPE |
| 3 | 11+88.47 | -4.00 | 700.10 | TOP OF SLOPE |
| 4 | 11+94.51 | -2.00 | 699.19 | TOE OF SLOPE |
| 5 | 12+02.71 | 0.00 | 699.00 | DITCH FLOWLINE |

0' 10' 20'

SCALE: 1"=20' (H)
1"=4' (V)

LEGEND

- CONCRETE RIPRAP
- HYDROMULCH & TOPSOIL
- CUT & RESTORE

NOTES:

- DOWEL NEW CONCRETE RIPRAP INTO EXISTING USING #6 DOWEL 12" O.C. EPOXY IN PLACE AND CREATE CONSTRUCTION JOINT;
- EXISTING UTILITIES: UTILITIES SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR IS REQUIRED TO CONTACT STATEWIDE ONE CALL (811) AND CITY OF SCHERTZ UTILITIES FOR LOCATES 48-HOURS IN ADVANCE OF ANY EARTH DISTURBING ACTIVITY. CONTRACTOR IS REQUIRED TO VERIFY THE DEPTHS AND LOCATIONS PRIOR TO PERFORMING WORK AND NOTIFY ENGINEER OF ANY CONFLICTS;
- ALL EROSION AND SEDIMENT CONTROL BMPs WILL BE INSTALLED PRIOR TO EARTH DISTURBING ACTIVITIES. MODIFICATION OF THE BMPs SHOWN MAY BE NECESSARY TO AVOID TRANSPORT OF EXCAVATED OR STOCKPILED MATERIALS FROM MIGRATING DOWNSTREAM. MODIFICATIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ARE NOT SUBJECT TO ADDITIONAL PAY;
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL WHICH COMPLIES WITH TMUTCD. COORDINATE TRAFFIC CONTROL WITH CITY OF CIBOLO, CITY OF SCHERTZ, AND SCUC ISD CENTRAL OFFICE PRIOR TO CONSTRUCTION.
- CONTRACTOR TO DEVELOP AND SUBMIT TRAFFIC CONTROL PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER FOR CONSTRUCTION WITHIN INTERSECTION;
- ADJUST EXISTING WATERLINE TO AVOID CONFLICT WITH STORM DRAIN. MAINTAIN 1-FOOT SEPARATION AT COMPLETION OF BOTH ALIGNMENTS. WORK INCLUDES ALL MATERIAL, LABOR, FITTINGS, DISINFECTION, AND TESTING REQUIRED. ALL WORK WILL CONFORM TO THE SPECIFICATION COVERING THE MATERIAL OR WORK PERFORMED. ALL WORK WILL BE PAID UNDER ITEM 02511.1 BY LUMP SUM.

NOT TO BE USED FOR
CONSTRUCTION, BIDDING,
OR FINAL DESIGN OF
UTILITY RELOCATIONS

2018-07-20

Lockwood, Andrews
& Newnam, Inc.
A LEO A DALY COMPANY
TYPE FIRM REGISTRATION NO. 2014

CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

2018 DRAINAGE MAINTENANCE PROJECTS

DIETZ ROAD (AREA 6)
BEGIN TO STA 12+30.00

SHEET 1 OF 2

100% IFR PROJECT NO.: 120-12083-000 DATE: 07/20/2018
DRWN. BY: DA DSGN. BY: DA CHKD. BY: JM SHEET NO.: 21

\$DATE\$
\$TIME\$
\$FILE\$

CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: Engineering
Subject: Resolution No. 20-R-17 - Consideration and/or action to approve a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with R.P. Constructors, INC. relating to the construction of the E. Live Oak Pump Additions Project. (C. Kelm/S. Williams/S. McClelland)

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.

This project was publicly bid using a Lowest Qualified Bidder Method. The project bid included 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 contingency for the project for a total not-to-exceed value of \$1,638,000.00.

Once the contract is authorized, a notice to proceed is expected to be issued within three to four weeks. The project duration per the contract is 240 days.

GOAL

To authorize the City Manager to execute a contract with R.P. Constructors, INC in order to complete 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

Staff recommends approval of Resolution 20-R-17 awarding the project to R.P. Constructors, INC.

FISCAL IMPACT

Funding for construction is available in Water & Sewer Reserves as approved by Ordinance 20-T-04.

RECOMMENDATION

Staff recommends that the City Council approve Resolution 20-R-17 authorizing the City Manager to enter into a contract with R.P. Constructors, INC., in an amount not to exceed \$1,638,000.00 for the construction of the E. Live Oak Pump Additions Project., and other matters in connection therewith.

Attachments

20-R-17

Bid Tabulation

Ford Engineering Award Recommendation

Agreement E. Live Oak Pump Additions

RESOLUTION NO. 20-R-17

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A CONTRACT WITH R.P. CONSTRUCTORS, INC. RELATING TO THE CONSTRUCTION OF THE E. LIVE OAK PUMP ADDITIONS PROJECT.

WHEREAS, the City of Schertz (the "City") has a need to install redundant pumps and associated piping at the existing E. Live Oak tank site; and

WHEREAS, the City solicited competitive proposals from qualified vendors for construction services related to the E. Live Oak Pump Additions Project; and

WHEREAS, City staff has determined that R.P. Constructors, INC. is qualified to provide such services for the City; and

WHEREAS, City Council has authorized funding for the E. Live Oak Pump Additions Project from the Water and Sewer Operating Fund.

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 a contract in substantially the same form as Attachment A with R.P. Constructors, INC. for an amount of \$1,560,000.00 with a contingency amount of \$78,000.00 for an overall not to exceed amount of \$1,638,000.00.

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 25th day of February, 2020

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

| E. Live Oak Water Plant Pump Additions Bid Tabulation Bid date: January 21, 2020 - 3:00 PM | | | | BIDDERS | | | | | | | |
|--|--|------|-----|--------------------------|--------------|----------------|--------------|--------------------|--------------|--|--------------|
| Project No. 1124.9215 | | | | R. P. Constructors, INC. | | TTE, LLC. | | Shannon-Monk, INC. | | Associated Construction Partners, LTD. | |
| ITEM NO. DESCRIPTION | | UNIT | QTY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| BASE BID | | | | | | | | | | | |
| 1.0 | Mobilization | L.S. | 1 | \$60,000.00 | \$60,000.00 | \$65,000.00 | \$65,000.00 | \$123,500.00 | \$123,500.00 | \$67,000.00 | \$67,000.00 |
| 2.0 | Site Work | L.S. | 1 | \$30,000.00 | \$30,000.00 | \$19,000.00 | \$19,000.00 | \$10,000.00 | \$10,000.00 | \$20,000.00 | \$20,000.00 |
| 3.0 | Foundation for Pumps | L.S. | 1 | \$60,000.00 | \$60,000.00 | \$134,000.00 | \$134,000.00 | \$60,000.00 | \$60,000.00 | \$100,000.00 | \$100,000.00 |
| 4.0 | Foundation for Structure | L.S. | 1 | \$30,000.00 | \$30,000.00 | \$100,000.00 | \$100,000.00 | \$37,500.00 | \$37,500.00 | \$75,000.00 | \$75,000.00 |
| 5.0 | Canopy Structure | L.S. | 1 | \$25,000.00 | \$25,000.00 | \$91,000.00 | \$91,000.00 | \$62,000.00 | \$62,000.00 | \$75,000.00 | \$75,000.00 |
| 6.0 | High Service Pump Station | L.S. | 1 | \$350,000.00 | \$350,000.00 | \$323,000.00 | \$323,000.00 | \$342,000.00 | \$342,000.00 | \$383,000.00 | \$383,000.00 |
| 7.0 | Low Service Pump Station | L.S. | 1 | \$250,000.00 | \$250,000.00 | \$190,000.00 | \$190,000.00 | \$280,000.00 | \$280,000.00 | \$220,000.00 | \$220,000.00 |
| 8.0 | Electrical Switchboard, Controls, and Instrumentation | L.S. | 1 | \$300,000.00 | \$300,000.00 | \$134,000.00 | \$134,000.00 | \$309,000.00 | \$309,000.00 | \$300,000.00 | \$300,000.00 |
| 9.0 | Electrical High Service Pump and Low Service Backup Pump | L.S. | 1 | \$90,000.00 | \$90,000.00 | \$215,000.00 | \$215,000.00 | \$56,000.00 | \$56,000.00 | \$80,000.00 | \$80,000.00 |
| 10.0 | Communication to Existing SCADA Panel | L.S. | 1 | \$2,000.00 | \$2,000.00 | \$36,000.00 | \$36,000.00 | \$8,100.00 | \$8,100.00 | \$10,000.00 | \$10,000.00 |
| 11.0 | Electrical Service Allowance | L.S. | 1 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| 12.0 | SCADA Allowance | L.S. | 1 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 |
| BASE BID TOTAL | | | | \$1,272,000.00 | | \$1,382,000.00 | | \$1,363,100.00 | | \$1,405,000.00 | |
| ALT 1 | | | | | | | | | | | |
| 19.0 | Foundation for Generator | L.S. | 1 | \$28,000.00 | \$28,000.00 | \$91,000.00 | \$91,000.00 | \$35,000.00 | \$35,000.00 | \$50,000.00 | \$50,000.00 |
| 20.0 | Generator | L.S. | 1 | \$260,000.00 | \$260,000.00 | \$302,500.00 | \$302,500.00 | \$310,000.00 | \$310,000.00 | \$260,000.00 | \$260,000.00 |
| ALTERNATE 1 TOTAL | | | | \$288,000.00 | | \$393,500.00 | | \$345,000.00 | | \$310,000.00 | |



FORD ENGINEERING, INC

January 27, 2020
Project No. 1124.9215

Scott McClelland
City of Schertz
10 Commercial Place, Building 2
Schertz, TX 78154

Re: E. Live Oak Water Plant Pump Additions, #2020-004
Recommendation of Award

Four (4) bids were received on the above referenced project at City of Schertz City Hall on January 21, 2020.

The bid is to be awarded per a qualified bidder criteria established by the City of Schertz.

Review of the tabulation and scoring of bid packages received indicates that the apparent low bidder is R.P. Constructors, INC. with a Base Bid of \$1,272,000.00 and Alternate Bid of \$288,000.00.

The Engineer's Estimate for the Base Bid construction was \$1,065,500.00. The average Base Bid was \$1,355,525.00.

Ford Engineering Inc. recommends that **R.P. Constructors, INC.** be awarded the contract for the above referenced project in the amount of **\$1,272,000.00.**

Should there be questions, or if further information is needed, please do not hesitate to call me at 210-590-4777.

Sincerely,

Mark B. Hill, PE
FORD ENGINEERING, INC.

| E. Live Oak Water Plant Pump Additions Bid Tabulation Bid date: January 21, 2020 - 3:00 PM | | | | BIDDERS | | | | | | | |
|--|--|------|-----|--------------------------|--------------|----------------|--------------|--------------------|--------------|--|--------------|
| Project No. 1124.9215 | | | | R. P. Constructors, INC. | | TTE, LLC. | | Shannon-Monk, INC. | | Associated Construction Partners, LTD. | |
| ITEM NO. DESCRIPTION | | UNIT | QTY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| BASE BID | | | | | | | | | | | |
| 1.0 | Mobilization | L.S. | 1 | \$60,000.00 | \$60,000.00 | \$65,000.00 | \$65,000.00 | \$123,500.00 | \$123,500.00 | \$67,000.00 | \$67,000.00 |
| 2.0 | Site Work | L.S. | 1 | \$30,000.00 | \$30,000.00 | \$19,000.00 | \$19,000.00 | \$10,000.00 | \$10,000.00 | \$20,000.00 | \$20,000.00 |
| 3.0 | Foundation for Pumps | L.S. | 1 | \$60,000.00 | \$60,000.00 | \$134,000.00 | \$134,000.00 | \$60,000.00 | \$60,000.00 | \$100,000.00 | \$100,000.00 |
| 4.0 | Foundation for Structure | L.S. | 1 | \$30,000.00 | \$30,000.00 | \$100,000.00 | \$100,000.00 | \$37,500.00 | \$37,500.00 | \$75,000.00 | \$75,000.00 |
| 5.0 | Canopy Structure | L.S. | 1 | \$25,000.00 | \$25,000.00 | \$91,000.00 | \$91,000.00 | \$62,000.00 | \$62,000.00 | \$75,000.00 | \$75,000.00 |
| 6.0 | High Service Pump Station | L.S. | 1 | \$350,000.00 | \$350,000.00 | \$323,000.00 | \$323,000.00 | \$342,000.00 | \$342,000.00 | \$383,000.00 | \$383,000.00 |
| 7.0 | Low Service Pump Station | L.S. | 1 | \$250,000.00 | \$250,000.00 | \$190,000.00 | \$190,000.00 | \$280,000.00 | \$280,000.00 | \$220,000.00 | \$220,000.00 |
| 8.0 | Electrical Switchboard, Controls, and Instrumentation | L.S. | 1 | \$300,000.00 | \$300,000.00 | \$134,000.00 | \$134,000.00 | \$309,000.00 | \$309,000.00 | \$300,000.00 | \$300,000.00 |
| 9.0 | Electrical High Service Pump and Low Service Backup Pump | L.S. | 1 | \$90,000.00 | \$90,000.00 | \$215,000.00 | \$215,000.00 | \$56,000.00 | \$56,000.00 | \$80,000.00 | \$80,000.00 |
| 10.0 | Communication to Existing SCADA Panel | L.S. | 1 | \$2,000.00 | \$2,000.00 | \$36,000.00 | \$36,000.00 | \$8,100.00 | \$8,100.00 | \$10,000.00 | \$10,000.00 |
| 11.0 | Electrical Service Allowance | L.S. | 1 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| 12.0 | SCADA Allowance | L.S. | 1 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 | \$55,000.00 |
| BASE BID TOTAL | | | | \$1,272,000.00 | | \$1,382,000.00 | | \$1,363,100.00 | | \$1,405,000.00 | |
| ALT 1 | | | | | | | | | | | |
| 19.0 | Foundation for Generator | L.S. | 1 | \$28,000.00 | \$28,000.00 | \$91,000.00 | \$91,000.00 | \$35,000.00 | \$35,000.00 | \$50,000.00 | \$50,000.00 |
| 20.0 | Generator | L.S. | 1 | \$260,000.00 | \$260,000.00 | \$302,500.00 | \$302,500.00 | \$310,000.00 | \$310,000.00 | \$260,000.00 | \$260,000.00 |
| ALTERNATE 1 TOTAL | | | | \$288,000.00 | | \$393,500.00 | | \$345,000.00 | | \$310,000.00 | |

| Low Bidder Verification | | | | | R. P. Constructors, INC. | | Engineer | | Average Unit Price | | Lowest Unit Price Bid | | |
|-------------------------|------|--|------|----------|--------------------------|---------------|-----------------|--------|--------------------|--------|-----------------------|---------------|--|
| Item No. | SPEC | Item Description | UNIT | Quantity | Unit Price | Extended | | % Diff | | % Diff | | Diff | |
| | | | | | | | | | | | | | |
| 1 | | Mobilization | L.S. | 1 | \$ 60,000.00 | \$ 60,000.00 | \$ 100,000.00 | -40% | \$ 78,875.00 | -24% | \$ 60,000.00 | \$ - | |
| 2 | | Site Work | L.S. | 1 | \$ 30,000.00 | \$ 30,000.00 | \$ 24,000.00 | 25% | \$ 19,750.00 | 52% | \$ 10,000.00 | \$ 20,000.00 | |
| 3 | | Foundation for Pumps | L.S. | 1 | \$ 60,000.00 | \$ 60,000.00 | \$ 25,000.00 | 140% | \$ 88,500.00 | -32% | \$ 60,000.00 | \$ - | |
| 4 | | Foundation for Structure | L.S. | 1 | \$ 30,000.00 | \$ 30,000.00 | \$ 45,000.00 | -33% | \$ 60,625.00 | -51% | \$ 30,000.00 | \$ - | |
| 5 | | Canopy Structure | L.S. | 1 | \$ 25,000.00 | \$ 25,000.00 | \$ 54,000.00 | -54% | \$ 63,250.00 | -60% | \$ 25,000.00 | \$ - | |
| 6 | | High Service Pump Station | L.S. | 1 | \$ 350,000.00 | \$ 350,000.00 | \$ 295,250.00 | 19% | \$ 349,500.00 | 0% | \$ 323,000.00 | \$ 27,000.00 | |
| 7 | | Low Service Pump Station | L.S. | 1 | \$ 250,000.00 | \$ 250,000.00 | \$ 210,250.00 | 19% | \$ 235,000.00 | 6% | \$ 190,000.00 | \$ 60,000.00 | |
| 8 | | Electrical Switchboard, Controls, and Instrumentation | L.S. | 1 | \$ 300,000.00 | \$ 300,000.00 | \$ 200,000.00 | 50% | \$ 260,750.00 | 15% | \$ 134,000.00 | \$ 166,000.00 | |
| 9 | | Electrical High Service Pump and Low Service Backup Pump | L.S. | 1 | \$ 90,000.00 | \$ 90,000.00 | \$ 35,000.00 | 157% | \$ 110,250.00 | -18% | \$ 56,000.00 | \$ 34,000.00 | |
| 10 | | Communication to Existing SCADA Panel | L.S. | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | 0% | \$ 14,025.00 | -86% | \$ 2,000.00 | \$ - | |
| 11 | | Electrical Service Allowance | L.S. | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 20,000.00 | 0% | \$ 20,000.00 | 0% | \$ 20,000.00 | \$ - | |
| 12 | | SCADA Allowance | L.S. | 1 | \$ 55,000.00 | \$ 55,000.00 | \$ 55,000.00 | 0% | \$ 55,000.00 | 0% | \$ 55,000.00 | \$ - | |
| BASE BID TOTAL | | | | | \$ 1,272,000.00 | | \$ 1,065,500.00 | | \$ 1,355,525.00 | | | | |
| | | | | | | | | | | | | | |
| 19 | 103 | Foundation for Generator | L.S. | 1 | \$28,000.00 | \$ 28,000.00 | \$ 25,000.00 | 12% | \$ 51,000.00 | -45% | \$ 28,000.00 | \$ - | |
| 20 | 500 | Generator | L.S. | 1 | \$260,000.00 | \$ 260,000.00 | \$ 270,000.00 | -4% | \$ 283,125.00 | -8% | \$ 260,000.00 | \$ - | |
| ALTERNATE 1 TOTAL | | | | | \$ 288,000.00 | | \$ 295,000.00 | | \$ 334,125.00 | | | | |

Red items are where the % change to average is greather than 50%

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

THIS AGREEMENT is by and between City of Schertz ("Owner") and
R.P. 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: E. Live Oak Water Plant Pump Additions Project

ARTICLE 3 ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by Ford Engineering 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.
- 4.02 Contract Times: Days
- A. The Work is expected to be substantially completed within 240 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.
- 4.03 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):

| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Price |
|----------|---|------|--------------------|----------------|-------------|
| 1 | MOBILIZATION | LS | 1 | \$60,000.00 | \$60,000.00 |
| 2 | SITE WORK To include, sidewalk, grading, SWPPP requirements, revegetation/restoration, etc. | LS | 1 | \$30,000.00 | \$30,000.00 |
| 3 | FOUNDATION FOR PUMPS To include concrete foundation, appurtenances, testing, complete in place | LS | 1 | \$60,000.00 | \$60,000.00 |
| 4 | FOUNDATION FOR STRUCTURE To include concrete foundation, appurtenances, testing, complete in place | LS | 1 | \$30,000.00 | \$30,000.00 |

| | | | | | |
|---|--|----|---|--------------|--------------|
| 5 | <p>CANOPY STRUCTURE</p> <p>To include pre-engineered steel canopy structure, all framing, metal roof covering, bracing, sealants, caulking, and accessories, assembly, painting, complete in place.</p> | LS | 1 | \$25,000.00 | \$25,000.00 |
| 6 | <p>HIGH SERVICE PUMP STATION</p> <p>Total amount for furnishing all labor materials, services, connections, fittings, piping, flowmeter, valves, motors, appurtenances, coatings, etc., testing and startup, trenching, backfill in conjunction with and incidental to all work, complete in place.</p> | LS | 1 | \$350,000.00 | \$350,000.00 |
| 7 | <p>LOW SERVICE PUMP STATION</p> <p>Total amount for furnishing all labor materials, services, connections, fittings, piping, flowmeter, valves, motors, appurtenances, coatings, etc., testing and startup, trenching, backfill in conjunction with and incidental to all work, complete in place.</p> | LS | 1 | \$250,000.00 | \$250,000.00 |
| 8 | <p>ELECTRICALSWITCHBOARD, CONTROLS, AND INSTRUMENTATION</p> <p>Provide and install all work shown in construction documents including: New switchboard, mini-power zone, concrete pads, electrical grade pull box, lighting, conduit and feeders, electrical service equipment, SCADA system, instrumentation, junction boxes, equipment support rack, and all equipment for a fully functional pump station system.</p> | LS | 1 | \$300,000.00 | \$300,000.00 |

| | | | | | |
|--|--|----|---|-------------|----------------|
| 9 | <p>ELECTRICAL HIGH SERVICE PUMP and LOW SERVICE BACKUP PUMP</p> <p>Provide and install all work shown in construction drawings including: New high service soft start enclosure, low service pump starter enclosure, conduit and feeders, connections to SCADA system, motor protection relays, control wiring.</p> | LS | 1 | \$90,000.00 | \$90,000.00 |
| 10 | <p>COMMUNICATION TO EXISTING SCADA PANEL</p> <p>Provide and install all work shown in construction documents including: New network switches as required, CAT 5E cables from new SCADA panel to existing SCADA panel, converters, extenders, surge protectors, power supplies, and all equipment for a fully functional lift station communication system.</p> | LS | 1 | \$2,000.00 | \$2,000.00 |
| 11 | <p>ELECTRICAL SERVICE ALLOWANCE</p> <p>Allowance for electrical service by local utility. Exact amount will be reimbursed to contractor upon submittal of invoice from electric utility.</p> | LS | 1 | | \$20,000 |
| 12 | SCADA ALLOWANCE | LS | 1 | | \$55,000 |
| Total of All Unit Price Base Bid Items | | | | | \$1,272,000.00 |

| ADDITIVE ALTERNATE BID SCHEDULE E LIVE OAK WATER PLANT PUMP ADDITIONS | | | | | |
|---|--|------|--------------------|----------------|----------------|
| Item No. | Description | Unit | Estimated Quantity | Bid Unit Price | Bid Price |
| 13 | FOUNDATION FOR GENERATOR To include concrete foundation, appurtenances, testing, complete in place | LS | 1 | \$28,000.00 | \$28,000.00 |
| 14 | GENERATOR Provide and install 500 kW diesel generator, sound attenuating enclosure, generator pad, 900-gallon sub-base fuel tank, testing and startup, fuel, and all required appurtenances as shown on plans and as described in specifications for a complete operating system. | LS | 1 | \$260,000.00 | \$260,000.00 |
| Total of All Unit Price Additive Alternate Bid Items | | | | | \$288,000.00 |
| Total of All Unit Price Items and Additive Alternate Items Combined | | | | | \$1,560,000.00 |

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-3, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 25 sheets with each sheet bearing the following general title: Pump Additions E. Live Oak Water Plant.
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages BF-1 to BF-7, 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:

R.P. CONSTRUCTORS, INC

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

R.P. CONSTRUCTORS, INC

1400 SCHERTZ PARKWAY

9455 IH 35 N

SCHERTZ, TEXAS 78154

NEW BRAUNFELS, TEXAS 78130

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 25, 2020
Department: Purchasing & Asset Management
Subject: Resolution No. 20-R-22 - Consideration and or/action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an interlocal agreement with Region 20 Education Service Center for Cooperative Purchasing Services. (C. Kelm/J. Kurz/J. Gohlke)

BACKGROUND

The purpose of cooperative purchasing groups is to obtain the benefits and efficiencies that can accrue to members, comply with State bidding requirements, and identify qualified vendors of commodities, goods, and services. The City of Schertz currently participates in several purchasing cooperatives, such as BuyBoard, HGAC, Bexar County and Region 14 Education Service Center. Authority for such participation is granted under Texas Government Code §§ 791.001 et seq as amended. Cooperative Purchasing Services under this interlocal agreement (ILA) are extended to all Texas State, City or County Government Agencies, or any other Local Government Entity as defined in the Texas Government Code § 791.003. In accordance with the Interlocal Cooperation Act, all ILAs must be approved by an entity's governing body.

Additionally, Subchapter F, Chapter 271.102 of the Texas Local Government Code, "Cooperative Purchasing Program Participation," provides that a local government may participate in a cooperative purchasing program with other local governments or a local cooperative organization established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services or equipment. Simply, purchasing cooperatives allow for substantial savings to be realized by volume purchasing of specific commodity items.

The City of Schertz desires to enter into an agreement with Region 20 Education Service Center to participate in the PACE Purchasing Cooperative. The agreement will allow the City to utilize contracts with a large network of participating vendors. The City has reviewed the benefits of participating in this cooperative and has concluded that these programs will provide the best value to the City through volume discounts.

GOAL

Increase the City's purchasing power and savings opportunities by gaining access to another Group Purchasing Cooperative

COMMUNITY BENEFIT

Purchasing cooperatives assist local governments in reducing costs through volume purchasing. Additionally, City resources are conserved and purchasing efficiencies are maximized through use of a streamlined procurement process.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approval of Resolution 20-R-22 authorizing an interlocal agreement with Region 20 Education Service Center for Cooperative Purchasing Services.

FISCAL IMPACT

There is no cost to the City participate in the PACE Purchasing Cooperative operated by Region 20 Education Service Center.

RECOMMENDATION

Staff recommends Council approval of Resolution 20-R-22 authorizing an interlocal agreement with Region 20 Education Service Center for Cooperative Purchasing Services.

Attachments

RESOLUTION 20-R-22
ILA FOR PACE

RESOLUTION NO. 20-R-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH REGION 20 EDUCATION SERVICE CENTER, FOR COOPERATIVE PURCHASING SERVICES, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purposes of the Interlocal Cooperation Act; and

WHEREAS, Subchapter C, Chapter 791.025 of the Texas Government Code, provides in relevant parts as follows:

- (a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services.
- (b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.
- (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

WHEREAS, Subchapter F, Chapter 271.102 of the Texas Local Government Code, "Cooperative Purchasing Program Participation," provides that a local government may participate in a cooperative purchasing program with other local governments or a local cooperative organization established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services or equipment; and

WHEREAS, the City of Schertz desires to contract with Region 20 Education Service Center to participate in the PACE Purchasing Cooperative; and

WHEREAS, the City of Schertz has reviewed the benefits of participating in these cooperatives and has concluded that the programs will provide the best value to the City through volume purchasing.

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

Section 1. The City Council hereby authorizes execution and delivery of the Agreement with Region 20 Education Service Center in substantially the forms set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 25th day of February 2020.

CITY OF SCHERTZ, TEXAS

RALPH GUTIERREZ, Mayor

ATTEST:

City Secretary, Brenda Dennis

EXHIBIT A
ILA with Region 2 Education Service Center

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: CITY OF SCHERTZ, TEXAS County District Number: 25TH JUDICIAL DISTRICT

Education Service Center, Region 20 (Coop) and the above named agency (member) enter into the following cooperative service arrangement.

This agreement is effective _____ (date) and shall automatically renew unless either party gives ninety (90) days prior notice of non-renewal. This agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

The Coop will:

- Handle bidding procedures
- Abide by all procurement laws in the State of Texas
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test, evaluate and award proposals
- Develop award information forms for member use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals

The Member will:

- Designate a member employee to serve as a liaison with Coop
- Identify delivery location within Member on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide Coop with evaluation forms regarding vendor and product concerns
- Ensure a Resolution is properly executed if required

Authorization:

Education Service Center, Region 20 and the PACE Purchasing Cooperative executed a contract to provide cooperative purchasing services to government entities.

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: CITY OF SCHERTZ, TEXAS County District Number: 25TH JUDICIAL DISTRICT

Please send a signed Interlocal Agreement to (or fax to 210-370-5776 or e-mail to jim.metzger@esc20.net):

Education Service Center, Region 20
Attn: PACE Coop
1314 Hines Ave
San Antonio, TX 78208.

Public Entity

Education Service Center, Region 20

BY:

BY:

Authorized Signature

Authorized Signature

CITY MANAGER

Purchasing Coordinator

Title

Title

Date

Date

JULIE GOHLKE

Jim Metzger

Contact Person

Contact Person

PURCHASING & ASSET MANAGER

Purchasing Coordinator

Title of Contact Person

Title of Contact Person

1400 SCHERTZ PARKWAY

210-370-5204

Street Address

Phone Number

SCHERTZ, TEXAS 78154

210-370-5776

City, State, Zip

Fax Number

210-619-1160

jim.metzger@esc20.net

Phone/Fax Number

E-mail Address

PURCHASING@SCHERTZ.COM

E-mail Address

CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: City Secretary
Subject: Resignation from Schertz Historical Preservation Committee - Consideration and/or action accepting the resignation of Letticia Sever from the Schertz Historical Preservation Committee. (Mayor/Council)

BACKGROUND

The City Council held a Regular City Council meeting on _____.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: Planning & Community Development
Subject: Resolution 20-R-19 - Conduct a public hearing, consideration and/or action approving a Resolution accepting a petition for voluntary annexation of approximately 0.5 acres of land located at 13805 IH-10 E, Bexar County, Texas. (B. James/L. Wood/N. Kopyay)

BACKGROUND

Annexation of land into the City's corporate limits may be voluntary or involuntary. Each type has Texas Local Government Code (LGC) requirements that identify the necessary process based on the annexation type. The City's Unified Development Code (UDC) Section 21.4.8 includes provisions that apply to requests for voluntary annexation meeting certain criteria. This section of the City's UDC includes provisions for processing of voluntary annexation requests. In accordance with LGC 43.035 and LGC 212.172 a delayed annexation development agreement was executed for the subject property in July 2010. This agreement between the City of Schertz and Riedel Acquisition, LLC was to be in effect for a ten-year period. Since the execution of this agreement, the City of Schertz has purchased approximately 0.5 acres (the subject property) of the original approximately 86 acre tract from Riedel Acquisition, LLC.

The City of Schertz has submitted a petition for voluntary annexation of the subject property located at 13805 IH-10 E. Upon City Council's acceptance of the City of Schertz's petition for voluntary annexation of the approximately 0.5 acres, the City of Schertz will initiate the annexation and zone change proceedings. The adoption of this resolution accepting the petition for annexation does not immediately annex the property into the City; however, it allows City Council the opportunity to annex the property by future ordinance. The official annexation ordinance for the subject property is scheduled for the March 10, 2020 City Council Meeting. The annexation ordinance will be followed by a zone change ordinance to rezone the subject property to Public Use District (PUB).

GOAL

The City of Schertz is requesting voluntary annexation of the subject property in order to rezone it to Public Use District (PUB) and utilize it as a future lift station.

COMMUNITY BENEFIT

Promote the safe, orderly, efficient development and ensure compliance with the City's vision of future growth.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 20-R-19 accepting a petition for voluntary annexation.

FISCAL IMPACT

The approval of Resolution 20-R-19 accepting a petition for voluntary annexation does not have a financial impact on the City; however, the official annexation of the property does. In accordance with Texas Local Government Code (LGC) Chapter 43, the City must provide services to the land on the effective date of the annexation. Upon annexation of the subject property, the City of Schertz must provide police protection, fire protection, emergency medical services, operation and maintenance of streets, solid waste collection, sewer service, and water service. The financial impact of annexing the subject property in March 2020 will not be significantly different than the original plan of annexing the subject property in July 2020, as per the delayed annexation development agreement executed in July 2010.

RECOMMENDATION

Staff recommends approval of Resolution 20-R-19 accepting a petition for voluntary annexation.

Attachments

Resolution 20-R-19

Resolution 20-R-19 Exhibit A

Exhibit B

RESOLUTION NO. 20-R-19

A RESOLUTION OF THE CITY COUNCIL OF SCHERTZ, TEXAS ACCEPTING A PETITION FOR VOLUNTARY ANNEXATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SCHERTZ

WHEREAS, a petition for annexation from the City of Schertz for approximately 0.5 acres of land located at 13805 IH-10 E, Bexar County, Texas, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

WHEREAS, Texas Local Government Code Section 43.028 authorizes the City of Schertz to extend its City limit boundaries through the voluntary annexation of area adjacent to those boundaries upon petition of a landowner; and

WHEREAS, the complete petition packet is attached hereto as Exhibit B; and,

WHEREAS, the City staff has recommended that the petition for annexation be accepted; and

WHEREAS, upon accepting the petition for voluntary annexation of the subject property, the City may annex the property by adoption of an ordinance.

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

Section 1. The City Council hereby accepts the Petition for Voluntary Annexation.

Section 2. The City Council shall act upon the Petition for Voluntary Annexation and annex the subject property by ordinance at a future meeting of the City Council at such time the City Council deems to be in the best interest of the City.

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

Section 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 8. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 25th day of February, 2020.

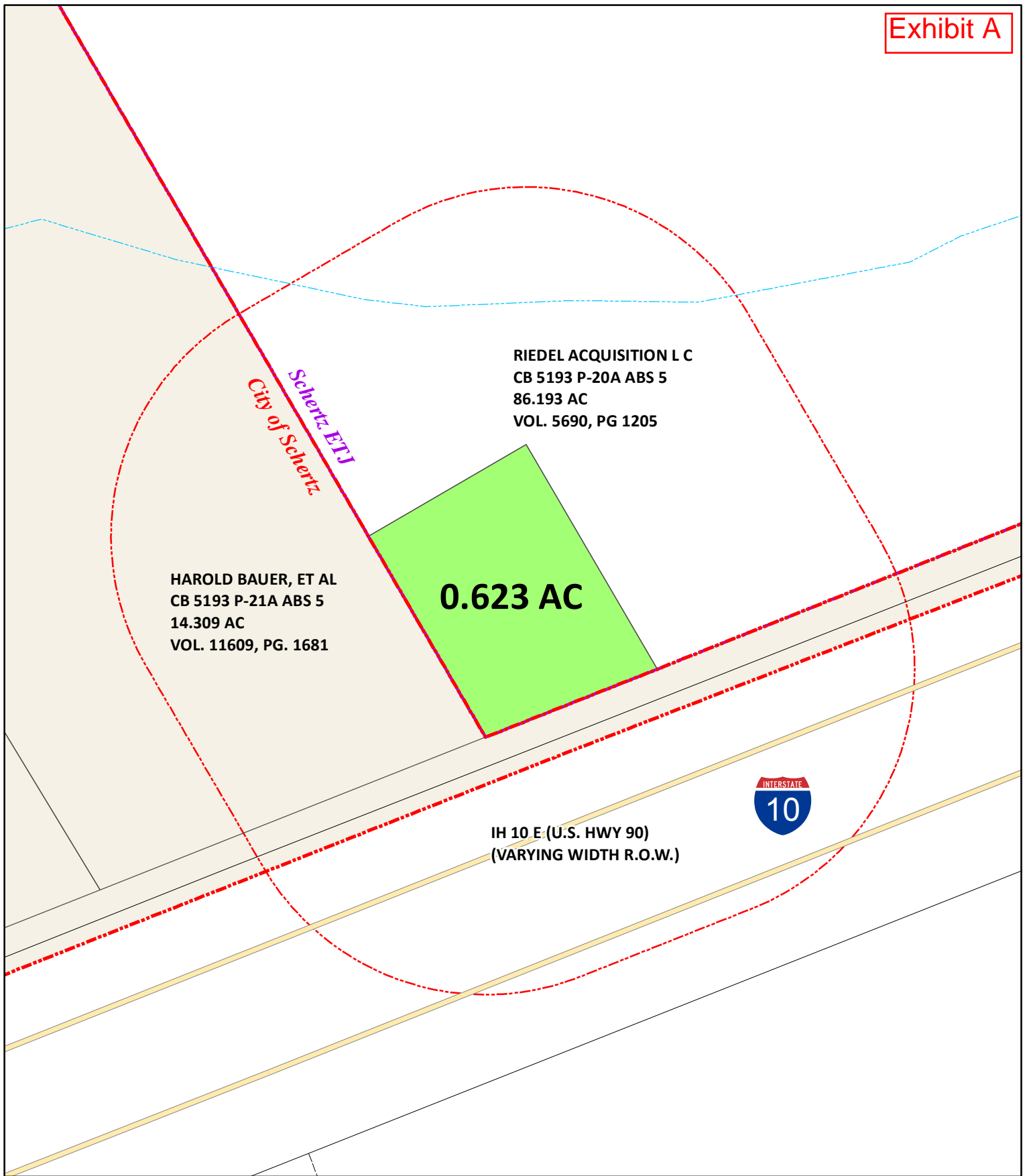
CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)





ENGINEERING DEPARTMENT

February 4, 2020

Nick Koplyay
Planner
City of Schertz
1400 Schertz Parkway
Schertz, TX 78154

RE: Woman Hollering Creek Lift Station Unit 1
Preliminary Plat Letter of Intent

Dear Mr. Koplyay:

The City of Schertz Engineering Department is constructing a new lift station as part of the Woman Hollering Creek Wastewater Line Project. The lift station site is a 0.623 acre lot located approximately 4,800 feet west of Trainer Hale Road on the IH -10 Frontage Road. Voluntary annexation is being requested for this property. A zone change is also planned to be requested for this property.

The facility will serve as the termination of the gravity sewer main and the beginning of the force main to transmit wastewater to the new CCMA South Wastewater Treatment Plant. There will be no building on the site. During the initial phase, the site will contain two 16' wet wells, a 30' x 20' valve vault, an emergency generator, and an electrical control panel. A future phase of development will add an additional 16' wet well to the site.

This site is only intended to be used as a lift station facility operated by the City of Schertz Public Works Department, because of this, the site does not require water service of any kind. The site is located in an area where the nearest existing adequate public water available for connection is approximately 4,800 linear feet down the IH-10 Frontage Road.

Please feel free to contact me if you have any additional questions.

Thank you,

A handwritten signature in blue ink, appearing to read "Scott McClelland".

Scott McClelland, E.I.T.
Project Manager
City of Schertz

CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: City Secretary
Subject: City Council Code of Ethics - Discussion regarding the City Council Code of Ethics and possible amendment to the Code of Ordinances to create an Ethics Commission. (Item requested by Mayor Gutierrez) (Mayor/D. Santee)

BACKGROUND

The City Council will discuss possible revisions to their Code of Ethics.

Attachments

Draft Ethics

Chapter 2- ADMINISTRATION

ARTICLE VI.- ETHICS COMMISSION

Sec. 2-150. - Ethics commission.

- (a) *Creation of ethics commission.* An ethics commission (hereinafter "commission") shall be created and consist of eight members, all of whom must reside within the corporate limits of the city. Each member of the city council will appoint a member to the commission after taking office and that individual's term in office will run concurrent with the term of the city councilmember who made the appointment. The member of the commission appointed by the mayor shall serve as the commission chair and only vote in the event of a tie. Members of the commission may not hold or be a candidate for any city elected or appointed office at the time of their service on the commission, nor may a member be related within the second degree of consanguinity or affinity to a member of the city council or city staff
- (b) *Terms of office and commission vacancies.* The members of the commission shall serve staggered three-year terms beginning in January 1st and ending December 31st. All vacancies shall be filled for the unexpired terms. Appointments to fill vacancies on the commission shall be made within 30 calendar days by the same appointing authority that appointed the prior holder of the position. A vacancy or vacancies shall not impair the right of the remaining members to exercise the powers of the commission. Members shall hold office until their successors have been appointed and shall continue to hold office after their successors have been appointed for the limited purpose of disposing of all complaints filed and unresolved during the member's term. Should a member become incapacitated, disqualified, or die, the successor may immediately take over the term and may participate in a decision regarding an unresolved issue.
- (c) *Removal of commission members.* Members of the commission may be removed by:
 - (1) An affirmative vote of six city council members for substantial neglect of duty, gross misconduct in office, inability to discharge the powers and duties of office or violation of this article after written notice of the grounds on which removal is sought and an opportunity for a reply;
 - (2) An affirmative vote of seven city council members at the discretion of the city council;
or
 - (3) Automatic removal for non-attendance of two administrative enforcement hearings.
- (d) *Officers/quorum.* The commission shall elect a vice chairperson at its June annual meeting. The vice-chairperson shall act as chairperson in the absence of the chairperson or in the event of a vacancy in that position and shall serve a one-year term. Five of the members of the commission shall constitute a quorum.
- (e) *Meetings.* The commission shall meet when necessary to carry out its responsibilities, but in any event the commission shall hold two annual meetings. One meeting will be held during the month of January and a second meeting will be held during the month of June. Officers will be elected during the June meeting. The chairperson, three members of the commission or the city attorney may call a meeting provided that reasonable notice is given to each member. The commission shall comply with the Texas Open Meetings Act when applicable.

(f) *Role of the commission.* The ethics commission shall have jurisdiction of complaints involving the city council.

(g) *Duties of the commission.* The commission shall:

- (1) Make recommendations to the city council concerning matters relating to the standard of conduct.
- (2) To the extent allowed by law, preserve and maintain the confidentiality of any documentation filed with the commission for a period of five years after a finding has been rendered at which time such documents shall be destroyed.
- (3) Review and investigate complaints when presented and issue a written finding of the commission's determination when appropriate.

The commission may:

- a. Prepare reports and make recommendations to the city council regarding ethical issues affecting the city.
- b. Seek any necessary assistance from the city council and city manager regarding financial support needed to carry out the commission's duties.
- c. Adopt rules of procedures for carrying out the provisions of the standard of conduct.

(h) *Role of the city attorney.*

- (1) The city attorney may serve as legal counsel to the ethics commission, or independent legal counsel may be utilized to advise the commission and take part in hearings.
- (2) The city attorney shall receive all sworn complaints and conduct a preliminary analysis and review of the complaint. If the city attorney determines it is necessary, he/she shall forward an initial legal review and recommendation to the commission for action.

(i) *Complaints.*

- (1) Any person may file a written complaint alleging possible violations of federal, state and city laws relating to conflicts of interest, governmental ethics and standards of conduct. All complaints shall:
 - a. Be submitted in writing, on a form prescribed by the city council and filed with the city attorney;
 - b. Be signed under oath;
 - c. Be dated; and
 - d. Provide, with as much detail and specificity as possible, all information requested on the form, including the name and address of the alleged violator, the provision(s) of law allegedly violated, facts constituting the alleged violations(s), the names and addresses of potential witnesses, additional information, if any, and an address and telephone number at which the complainant may be reached during normal business hours. All such information shall be provided to the best of the complainant's knowledge and belief.

- (2) Complaints and any evidence collected during the investigation of the alleged violation shall be kept confidential by the commission to the extent authorized by law.
- (3) Any complaint shall be filed with the city attorney within six months from the date on which the complainant knew of or should have known about the alleged violation.
- (4) No later than ten business days after receipt of the complaint, the city attorney shall acknowledge receipt of the complaint in writing to the complainant by certified mail, return receipt requested and provide copies of the complaint to each member of the commission and respondent by either certified mail or electronic mail with a request that each member and respondent reply acknowledging receipt. Respondent shall have 15 business days from receipt of the notice to submit a sworn written response to the city attorney. The city attorney shall provide a copy of any sworn written response to each member of the commission and the complainant, conduct a preliminary investigation and review the facts to determine whether there is a legal basis for the claim. The city attorney shall either:
 - a. Take no action on the complaint because the allegations do not warrant further action for reasons which may include, but are not limited to, any or all of the following:
 1. The evidence does not support the allegations;
 2. The complaint restates other complaints containing essentially similar or identical allegations which have already been disposed of, and the evidence presented does not warrant reopening the previous case;
 3. The complaint contains an expression of opinions, rather than specific actionable allegations;
 4. The allegations contained in the complaint are already under investigation by the commission or another governmental or law enforcement agency;
 5. The commission does not have jurisdiction; or
 6. Prior to the alleged violation respondent in the complaint consulted with the city attorney in good faith and respondent disclosed truthfully all the material facts pertinent to the case and respondent committed the acts or violations alleged in the complaint in good-faith upon the advice of the city attorney; or
 - b. Submit in writing a preliminary analysis and recommendation to the commission. The city attorney shall make one of the following recommendations to the commission:
 1. *Enforcement shall not be taken.* If the commission concurs with this recommendation and no further action is taken in the matter, the city attorney may still refer the information to another agency or department for appropriate action. A determination by the commission that no further action should be taken shall not prevent any other agency or department from initiating other enforcement action, including disciplinary action, based on the same allegations and facts;

2. *An administrative enforcement hearing should be commenced.* If the city attorney makes this recommendation to the commission then the city attorney shall prepare a probable cause report to be presented with the recommendation which shall contain a summary of law, facts and evidence gathered through the investigation, including exculpatory and mitigating information of which he has knowledge. The evidence may include hearsay, including declarations of investigators or others relating to the statements of witnesses or concerning the examination of physical evidence;
 3. *A civil action pursuant to any local, state or federal law should be commenced.* If the commission concurs with this recommendation, then the city attorney shall commence the appropriate civil action and the commission shall take no further action; or
 4. *A referral to another agency is appropriate.* If the commission concurs with this recommendation, then the city attorney shall refer the information to the appropriate agency and the commission shall take no further action.
- (j) *Notification of intent to take action.* No later than 60 calendar days after receipt of the complaint by the city attorney, the commission shall notify the complainant and respondent in writing if the commission intends to schedule an administrative enforcement hearing or take other action concerning the complaint. If the commission makes a determination that there is probable cause to schedule an administrative enforcement hearing, pursuant to subsection (m), then the city attorney shall serve respondent with a copy of the probable cause report and notification that respondent has the right to respond in writing to the probable cause report and to request a disposition conference with the city attorney at which the respondent may be present in person and represented by legal counsel or any representative of his or her choosing.
- (1) *Response to probable cause report.*
- a. Respondent may submit a written response to the probable cause report, in which it may request a disposition conference pursuant to subsection (k). The response may contain legal arguments, a summary of evidence, and any mitigating or exculpatory information.
 - b. Any response and request for a disposition conference must be filed not later than 15 business days following service of the probable cause report. If the probable cause report is not personally served, three business days shall be added to the prescribed period.
- (k) *Disposition conference.*
- (1) If requested, the disposition conference shall be held at a time fixed by the city attorney and shall be held informally by the city attorney. The respondent shall be given at least ten business days notice of the date, time and location of the conference.
 - (2) Formal rules of evidence shall not apply to such a conference.
 - (3) The conference shall be closed to the public unless the respondent otherwise requests and all other respondents agree to a public conference.

- (l) *Ex parte communications.* After a complaint has been filed and during the consideration of a complaint by the commission, a member of the commission may not communicate directly or indirectly with any party or person about any issue of fact or law regarding the complaint, except at a meeting of the commission, nor may any commission member conduct an independent investigation or gathering of information.

(m) *Administrative enforcement hearings.*

- (1) *Administrative prosecution.* The city attorney shall prepare and present the case in support of the accusation to be heard at the hearing.
- (2) *Informal disposition.* An informal disposition may be made of an administrative enforcement hearing by:
 - a. Stipulation;
 - b. Agreed settlement; or
 - c. Default.

All informal dispositions through stipulation or agreed settlement shall be negotiated through a disposition conference pursuant to subsection (k). The commission has the right to accept or reject any stipulation or agreed settlement.

- (3) *Open or closed hearing.* If the commission and respondent do not informally dispose of the administrative enforcement hearing, respondent may request either a closed or open hearing and may have legal counsel present. If respondent does not request a hearing, the commission in any event shall conduct a hearing. The hearing shall be held as expeditiously as possible, but in any event no later than 150 calendar days from the date the complaint was received. Respondent shall be given at least 14 calendar days notice of the hearing. The notice shall be in substantially the following form but may contain additional information:

"You are hereby notified that a hearing will be held before the Ethics Commission at _____ on the _____ day of _____, 20____, at the hour of _____, upon the charges made in the complaint filed against you on _____. You may be present at the hearing, but need not be represented by counsel, you may present any relevant evidence, and you will be given full opportunity to cross-examine all witnesses testifying. If you choose not to attend this hearing a default may be taken."

- (4) *Default.* If respondent does not appear at a scheduled hearing the commission may declare a default and make a recommendation to council without the need to reschedule a hearing.
- (5) *Waiver.* If respondent waives his or her right to a hearing the commission may schedule a hearing without any further notice to respondent.
- (6) *Standard of proof.* The issue at the hearing shall be whether the violation alleged in the complaint occurred. The commission shall make its decision based on clear and convincing evidence presented during the hearing.

- (7) *Finding of violation.* An affirmative vote of a majority of the members of the commission holding office and qualified to vote shall be required for the determination that a violation has occurred and to recommend any sanction under this section. If the commission determines that a violation has occurred, it shall state its finding(s) in writing, identifying the particular provision(s) which have been violated, make a sanctions recommendation and deliver a copy of the findings to the complainant, respondent and the city council within ten business days.

(n) *Sanctions.*

- (1) If the commission determines that a city officer or employee appointed by the city council has violated the standard of conduct, it shall declare its findings along with any recommended sanctions in a report to the city council. An affirmative vote of a majority of the members of the commission holding office and qualified to vote shall be required for the determination that a violation has occurred and to recommend any sanction under this section.
- (2) If the commission determines that a board member or city official has violated the standard of conduct, it may recommend a private or public reprimand, temporary suspension, removal from office or any other sanction or corrective action within the power of the city council.
- (3) In arriving at its recommendation, the commission shall consider the seriousness of the violation, the importance of deterrence, the impact on public confidence in government, the number of times the violation occurred, the mental state with which the violation was committed and any previous violations committed and any previous violations committed by respondent. A written recommendation shall be forwarded to the city council with a copy to respondent.
- (4) If the commission determines that the conduct occurred, but the facts indicate that the violation was unintentional or de minimus, the commission may recommend that the complaint be dismissed and no sanction imposed. The commission may issue a clarifying opinion to help guide future cases.
- (5) If the commission determines a member of city council has violated the standard of conduct, the commission will have the final determination in such cases. In addition to declaring its findings, the commission may reprimand or recommend recall of the councilmember in question. An affirmative vote of a majority of the members holding office and qualified to vote shall be required for the determination that a violation has occurred and to approve any sanctions under the standard of conduct. A letter of reprimand or a recommendation of recall directed to an elected city official shall be delivered to the city secretary and published in a local newspaper of the largest general circulation.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: Parks, Recreation & Community Service
Subject: Parks & Recreation Update. (B. James/L. Shrum)

BACKGROUND

The special events and recreation programming have been scheduled for 2020 and the attached flyers list all the dates for the Music & Movies in the Park Series, the Nature Discovery Series, and the Star Parties. Also, included is the flyer for the 2020 Daddy Daughter Dance: Under the Sea, and this year we expanded the event to encompass the entire Civic Center and have sold out with 505 attendees registered.

City staff also worked with Ms. Valerie Wilenchik and the Mays Cancer Center to re-brand Wilenchik's Walk for Life and the event is now: Kick Cancer! Pep Rally and Run. The event now includes a chip-timed 5K race, a 1K kids race, and the traditional 5K walk. The event has now been moved to Pickrell Park and Schertz Parkway will not be closed. These changes have been made in an effort to increase participation in the event (and thus raise more money for cancer research), minimize disruptions to traffic flow on the busy Schertz Parkway, and to create a more festive atmosphere for the event in the park versus the parking lot feel of the past location. We are hoping folks will stick around and want to hang out with the event now being in a beautiful park setting.

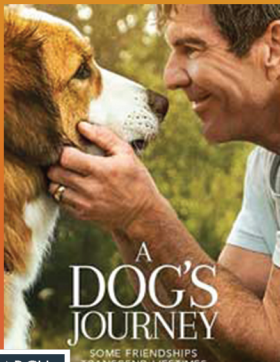
Lastly, the FY18-23 Park Maintenance Project Priority List is attached and was reviewed at the Parks & Recreation Advisory Board meetings on November 18 and January 27 and was approved by the board on January 27. The Board had shown some hesitation in proceeding with the list in November given the fact that trail development is a high priority for them and the department did not receive the dedicated \$250,000 in trail development funds that was requested through the expanded programs budget process. After hosting the Trail Development Workshop with the board, (and passing that timeline and cost estimates on to council in the Jan. 28 packet) Ultimately, the board agreed the maintenance projects on the list were equally important and needed to proceed, and they needed to keep pushing for additional trail development funds separate from the maintenance efforts. The board gave their approval for city staff to continue in the same direction we were going with maintenance projects and proceed with the projects on the list.

Attachments

2020 Music & Movies in the Park
FY 18-23 Park Maintenance Project Priority List
Kick Cancer Pep Rally and Run
2020 Star Parties
2020 Nature Discovery Series
2020 Daddy Daughter Dance: Under the Sea



2020 CONCERT & MOVIE CALENDAR



MARCH
28

A Dog's Journey
Wendy Swan
Memorial Park



APRIL
18

Trolls
The Park at
Woodland Oaks



APRIL
25

Soulful Flow
Jazz, Funk, Soul
Pickrell Park



MAY
09

Mr. Will
Children's Music
Community Playscape



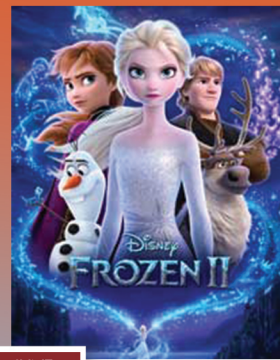
MAY
16

Playing with Fire
Fire Station #3



JUNE
13

Date Night:
Couples Retreat
Pickrell Park



JUNE
20

Float & Flick:
Frozen II
Pickrell Park Pool



JULY
18

Float & Flick:
Toy Story 4
Pickrell Park Pool

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

**SCHERTZ
PARKS &
RECREATION
FUN**

**THE
CROSSVINE**

EVO
ENTERTAINMENT GROUP.

**the
YMCA**

Follow City of Schertz on Facebook or Go to Schertz.com For More Information

| Priority | Project | Cost | Status | Estimated Completion | Fund |
|---------------------------|---|------------------|----------------|----------------------|----------------------|
| FY 18-19 | | | | | |
| 1 | Playground Safety Surfacing Replacement | \$50,000 | Completed | | Maintenance Funds |
| 2 | Pickrell Park Basketball Goals | \$5,000 | 25% Completion | 8/31/2019 | Maintenance Funds |
| 3 | Wendy Swan Pool Grounding & Bonding | \$4,277 | Completed | | Base Pool Budget |
| 4 | Soccer Complex Well Pump Repair | \$5,000 | Completed | | Maintenance Funds |
| 5 | Playscape Wall Repair | \$3,500 | Completed | | Maintenance Funds |
| 6 | Replace water fountains | \$10,000 | 75% Completion | 8/31/2019 | Maintenance Funds |
| 7 | Oak Street Restroom Remodel | \$3,500 | | 9/30/2019 | Maintenance Funds |
| 8 | Oak Street BBQ Pit Replacement | \$750 | 25% Completion | 8/31/2019 | Base Budget |
| 9 | Ashley Park Restroom Remodel | \$7,500 | Completed | 7/31/2019 | Maintenance Funds |
| 10 | Ashley Park Playscape & Swing Replacement | \$51,320 | Completed | | Maintenance Funds |
| 11 | Ashley Park Accessibility | \$5,795 | Completed | | Maintenance Funds |
| 12 | Ashley Park Basketball Court Reconstruction | \$42,625 | Completed | | Maintenance Funds |
| 13 | Ashley Park Gaga Ball Pit | \$1,000 | Completed | 7/31/2019 | Base Budget |
| 14 | Pickrell Park Picnic Tables | \$10,000 | Completed | | Maintenance Funds |
| 15 | Wendy Swan Pool Filtration | \$1,975 | Completed | | Base Pool Budget |
| 16 | Pickrell Buildings Stucco & Stone Repair | \$5,000 | 50% Completion | 8/31/2019 | Maintenance Funds |
| 17 | Pickrell Stone Monument Engraving | \$2,100 | Completed | | Maintenance Funds |
| 18 | Pickrell Buildings Painting Project | \$3,900 | 25% Completion | 8/31/2019 | Maintenance Funds |
| 19 | Crescent Bend Nature Park Sign repairs | \$1,000 | Completed | 9/14/2019 | Base Budget |
| 20 | Veteran's Memorial Engraving Project | \$16,089 | 25% Completion | 9/30/2019 | Maintenance Funds |
| 21 | Campus Landscaping & Irrigation Repairs | \$10,000 | Completed | | Base Budget |
| 23 | Pickrell Pool Filtration Re-Plumbing | \$5,420 | Completed | | Base Pool Budget |
| 24 | Thulemeyer Park Phase I | \$15,000 | 25% Completion | 9/30/2019 | Maintenance Funds |
| 25 | Senior Center Parking Lot Project | \$50,000 | Site Plan | | Street Materials |
| 26 | Gutierrez Sidewalk Project | \$7,000 | Completed | | Public Works Project |
| 27 | Stone Monument Signs Installed | \$10,000 | 75% Completion | | Park Fund |
| 28 | Senior Center Garden Pergola & Seating Area | \$18,000 | Completed | | Senior Center Fund |
| 29 | Community Playscape Restroom Addition | \$167,000 | Completed | | Park Fund |
| 30 | Heritage Oaks Playscape Addition (Grant) | \$76,058 | Site Plan | | Grant/CO Bonds |
| Maintenance Funds | | \$236,329 | | | |
| Base Budget | | \$81,422 | | | |
| Senior Center Fund | | \$18,000 | | | |
| Park Fund | | \$177,000 | | | |
| Bond Funds | | \$76,058 | | | |
| TOTAL | | \$588,809 | | | |

| FY 19-20 | | | | | |
|----------|---|------------------|--|--|--------------------|
| 1 | Thulemeyer Park Phase II | \$25,000 | | | Base Budget |
| 2 | Ashley Park Walking Trail | \$53,000 | | | Base Budget |
| 3 | Heritage Oaks Trail Renovation | \$75,000 | | | Park Fund/CO Bonds |
| 4 | Pickrell Plumbing Replacement Project | \$42,000 | | | Base Budget |
| 5 | Community Playscape Pavilion | \$35,000 | | | Park Fund |
| 6 | Crescent Bend Nature Park Road Resurfacing | \$10,000 | | | Street Materials |
| 7 | Crescent Bend Nature Park Pavilion | \$35,000 | | | Park Fund |
| 8 | Pickrell Pool Deck Repair | \$100,000 | | | Base Budget |
| 9 | Pickrell Park Picnic Tables | \$10,000 | | | Base Budget |
| 10 | Johnie McDow Sports Complex Painting & Planting | \$5,000 | | | Base Budget |
| 11 | Cypress Point Park Disc Golf Course | \$15,000 | | | Park Fund |
| 12 | Johnie McDow Sports Complex Parking Plan | \$5,000 | | | Bond Funds |
| 13 | Thulemeyer Park Additional Parking Site Plan | \$5,000 | | | Base Budget |
| 14 | Hilltop Park Conceptual Plan | \$4,000 | | | Park Fund |
| 15 | Live Oak Hills Park Conceptual Plan | \$4,000 | | | Park Fund |
| 16 | Crescent Bend Nature Park Improvements Plan | \$4,000 | | | Park Fund |
| 17 | Pickrell Park Additional Parking Plan | \$5,000 | | | Park Fund |
| | Base Budget | \$250,000 | | | |
| | Park Fund | \$177,000 | | | |
| | Bond Funds | \$5,000 | | | |
| | TOTAL | \$432,000 | | | |

| FY 20-21 | | | | | |
|----------|---|------------------|--|--|--|
| 1 | Thulemeyer Park Additional Parking | \$100,000 | | | |
| 2 | Pickrell Park Rocket Slide replacement | \$11,100 | | | |
| 3 | Pickrell Park Large Pavilion Shade | \$25,000 | | | |
| 4 | Pickrell and Wendy Swan Baby Pool Chemical Feeder | \$8,100 | | | |
| 5 | Wendy Swan Swing Set Replacement | \$9,000 | | | |
| 6 | Wendy Swan Basketball Court Refurbishment | \$12,000 | | | |
| 7 | Wendy Swan Trash Can Replacement | \$3,000 | | | |
| 8 | Woodland Oaks Accessibility | \$10,000 | | | |
| 9 | Woodland Oaks Basketball Court Resurfacing | \$12,000 | | | |
| 10 | Woodland Oaks Trash Can Replacement | \$2,000 | | | |
| 11 | Ashley Park Pavilion | \$35,000 | | | |
| | TOTAL | \$227,200 | | | |

| | FUTURE | | | | |
|-----------------------------|---|-------------|--|--|--|
| 34 | Gutierrez Park Light Replacements | \$11,000 | | | |
| 35 | Gutierrez Park Sign Project | \$5,500 | | | |
| 36 | Gutierrez Park Resurface Parking Lot | \$30,000 | | | |
| 37 | Palm Park Fence Installation | \$8,000 | | | |
| 40 | Park Trash Cans Replacement | \$17,000 | | | |
| 41 | Picnic Tables Replacement | \$66,000 | | | |
| 42 | Crescent Bend Nature Park Road Resurfacing | \$135,000 | | | |
| 43 | Repair Irrigation on Schertz Parkway | \$52,000 | | | |
| 44 | Pickrell Electrical Direct Burial Abandonment | \$50,000 | | | |
| TOTAL | | \$374,500 | | | |
| TOTAL 4-5 YEAR IMPROVEMENTS | | \$1,622,509 | | | |



SATURDAY, MARCH 7

PICKRELL PARK

**8:00 AM CHECK-IN
9:00 AM START**

**REGISTER ONLINE
AT SCHERTZ.COM**

**1K KIDS RUN • 5K WALK
5K RUN • TEAM COSTUME**

BENEFITTING
 **Mays Cancer Center**

UT Health San Antonio MDAnderson
Cancer Center

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

**SCHERTZ
PARKS &
RECREATION
FUN**



Star Party

At Crescent Bend Nature Park

Explore the Texas Night Sky!

Saturday, March 28 ★ 7:30 - 10:00 p.m.

Saturday, July 11 ★ 8:30 - 11:00 p.m.

Saturday, November 28 ★ 5:30 - 8:00 p.m.

Come out for a chance to view the stars and the planets!



★ Telescopes for viewing provided by the
San Antonio Astronomical Association

★ Bring a red infrared flashlight or make your own

★ Dress for the weather and bring a chair

Event is FREE and pre-registration is not required.
Contact the Schertz Parks and Recreation
Department at (210) 619-1850

2020

NATURE DISCOVERY SERIES



CRESCENT BEND NATURE PARK | 10 AM

**DISCOVER THE LIFE
OF EARLY TEXANS**

Saturday, January 11

DISCOVER WHAT'S FLYING

Saturday, February 8

**DISCOVER CLUES
AND TRACES**

Saturday, March 14

**DISCOVER WHAT'S
BUZZING**

Saturday, April 11

DISCOVER DINOSAURS

Saturday, May 9

**DISCOVER WHAT'S
SWIMMING**

Saturday, June 13

DISCOVER ROCKS

Saturday, July 11

DISCOVER A BUG'S WORLD

Saturday, September 12

**DISCOVER HORNS
AND THORNS**

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CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: Finance
Subject: Mayor and Council Compensation. (B. James/J. Walters)

BACKGROUND

Ordinance 08-G-31 provides for annual pay adjustments based on the January Consumer Price Index (CPI) for the South Region. The CPI report for January was released mid-February and stated a CPI change of 2.3%. Per the ordinance, Council's compensation would be increased by that amount.

The ordinance also states Council may decline any increases by notifying the City Manager. The pay change is planned to take effect March 20 and notification of decline should be by March 16, 2020. If no notification of decline is received, the council's pay amount will increase by 2.3%.

GOAL

N/A

COMMUNITY BENEFIT

N/A

SUMMARY OF RECOMMENDED ACTION

N/A

FISCAL IMPACT

Mayor total compensation would increase from \$246.53 to \$252.20 paid every two weeks.

Councilmember total compensation would increase from \$150.67 to \$154.14 paid every two weeks.

This increase should be in line with the adopted budget.

RECOMMENDATION

N/A

Attachments

Mayor & Council Pay Changes 2020
CPI South Jan 2020

Date: 2/18/2020

From: Finance Department

To: Mayor and Councilmembers

Subject: Mayor and Council Compensation

Ordinance 08-G-31 provides for annual pay adjustments based on the January Consumer Price Index (CPI) for the South Region. The CPI report for January was released mid-February.

Below is a table show the CPI percentage change and the combined compensation and allowance amounts per pay period.

| | 2019 | 2020 |
|---------|-----------|-----------|
| Mayor | \$ 246.53 | \$ 252.20 |
| Council | \$ 150.67 | \$ 154.14 |
| CPI | | 2.3% |

For the pay date of March 20, 2020, Mayor and Councilmember pay will be set to the 2020 amounts shown in the table. There will be no retroactive adjustment to the pay amount.

Ordinance 08-G-31 allows for the Mayor or Councilmembers to opt out of the pay change by submitting a letter with this intent to the City Manager. If you would like to remain at your current pay level please notify the City Manager by March 16, 2020.

Thank you,

James Walters
Director of Finance



For Release: Thursday, February 13, 2020

20-291-ATL

SOUTHEAST INFORMATION OFFICE: Atlanta, Ga.

Technical information: (404) 893-4222 BLSInfoAtlanta@bls.gov www.bls.gov/regions/southeast

Media contact: (404) 893-4220

Consumer Price Index, South Region – January 2020

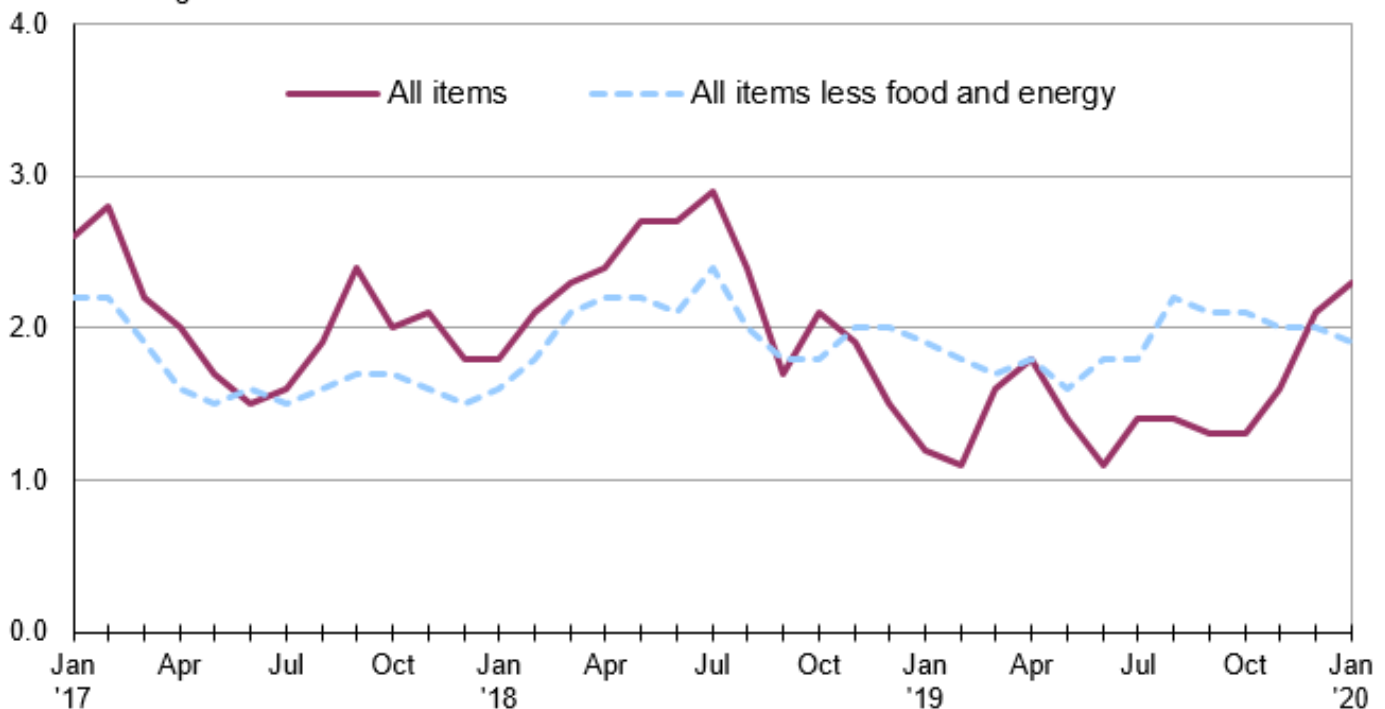
Prices in the South up 0.3 percent over the month and 2.3 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South increased 0.3 percent in January, the U.S. Bureau of Labor Statistics reported today. Since December, the all items less food and energy index rose 0.3 percent. The food and the energy indexes also increased over the month, up 0.4 and 0.3 percent, respectively. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South increased 2.3 percent since January 2019. The all items less food and energy index rose 1.9 percent over the past year, and the energy index advanced 6.7 percent. The food index rose 1.5 percent over the last 12 months. (See [chart 1](#) and [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, South region, January 2017–January 2020

Percent change



Source: U.S. Bureau of Labor Statistics.

Food

The food index rose 0.4 percent in January, reflecting over-the-month increases in the food at home (0.5 percent) and the food away from home (0.2 percent) indexes.

The food index rose 1.5 percent for the 12 months ending January, led by a 2.7-percent increase in the food away from home index. The food at home index rose 0.5 percent over the last 12 months.

Energy

The energy index edged up 0.3 percent in January, led by a 0.6-percent increase in the gasoline index. The electricity and the utility (piped) gas service indexes were little changed over the month, up 0.1 percent each.

The energy index advanced 6.7 percent over the past 12 months, reflecting a 14.6-percent increase in the gasoline index. Since January 2019, the electricity and the utility (piped) gas service indexes declined, down 0.5 and 1.5 percent, respectively.

All items less food and energy

The index for all items less food and energy edged up 0.3 percent in January. Several indexes increased over the month, most notably shelter (0.4 percent), new vehicles (1.2 percent), and medical care services (0.5 percent).

Since January 2019, the index for all items less food and energy advanced 1.9 percent, reflecting increases in the shelter (3.2 percent) and the medical care services (4.6 percent) indexes.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. Over the month, the all items CPI-U increased 0.3 percent in the South Atlantic and the East South Central divisions. The all items index in the West South Central division rose 0.2 percent.

Over the year, the all items index advanced 2.6 percent in the South Atlantic division. The all items index rose 1.9 percent in the West South Central division and 1.6 percent in the East South Central division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

| Month | 2017 | | 2018 | | 2019 | | 2020 | |
|----------------|---------|----------|---------|----------|---------|----------|---------|----------|
| | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month |
| January..... | 0.5 | 2.6 | 0.5 | 1.8 | 0.2 | 1.2 | 0.3 | 2.3 |
| February | 0.2 | 2.8 | 0.6 | 2.1 | 0.5 | 1.1 | | |
| March | 0.0 | 2.2 | 0.2 | 2.3 | 0.7 | 1.6 | | |
| April | 0.2 | 2.0 | 0.4 | 2.4 | 0.5 | 1.8 | | |
| May..... | 0.0 | 1.7 | 0.3 | 2.7 | -0.1 | 1.4 | | |
| June..... | 0.2 | 1.5 | 0.2 | 2.7 | -0.1 | 1.1 | | |
| July..... | -0.2 | 1.6 | 0.0 | 2.9 | 0.3 | 1.4 | | |
| August | 0.4 | 1.9 | -0.1 | 2.4 | -0.1 | 1.4 | | |
| September..... | 0.7 | 2.4 | 0.0 | 1.7 | 0.0 | 1.3 | | |
| October..... | -0.2 | 2.0 | 0.2 | 2.1 | 0.2 | 1.3 | | |
| November..... | -0.1 | 2.1 | -0.3 | 1.9 | 0.0 | 1.6 | | |
| December..... | -0.1 | 1.8 | -0.5 | 1.5 | 0.0 | 2.1 | | |

The Consumer Price Index for February 2020 is scheduled to be released on Wednesday, March 11, 2020.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 5,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/pdf/homch17.pdf.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted)

| Item and Group | Indexes | | | Percent change from- | | |
|--|--------------|--------------|--------------|----------------------|--------------|--------------|
| | Nov. 2019 | Dec. 2019 | Jan. 2020 | Jan. 2019 | Nov. 2019 | Dec. 2019 |
| Expenditure category | | | | | | |
| All Items..... | 247.385 | 247.289 | 248.005 | 2.3 | 0.3 | 0.3 |
| All items (December 1977=100)..... | 401.294 | 401.138 | 402.298 | - | - | - |
| Food and beverages | 255.776 | 256.354 | 257.296 | 1.5 | 0.6 | 0.4 |
| Food | 256.969 | 257.576 | 258.570 | 1.5 | 0.6 | 0.4 |
| Food at home | 238.834 | 239.527 | 240.809 | 0.5 | 0.8 | 0.5 |
| Cereal and bakery products | 279.565 | 280.214 | 280.071 | -0.1 | 0.2 | -0.1 |
| Meats, poultry, fish, and eggs..... | 244.012 | 248.173 | 247.533 | 2.7 | 1.4 | -0.3 |
| Dairy and related products | 223.523 | 222.108 | 222.527 | 1.0 | -0.4 | 0.2 |
| Fruits and vegetables | 280.345 | 281.310 | 286.252 | -2.1 | 2.1 | 1.8 |
| Nonalcoholic beverages and beverage materials..... | 168.211 | 167.472 | 170.384 | 0.2 | 1.3 | 1.7 |
| Other food at home | 210.944 | 210.370 | 210.989 | 0.4 | 0.0 | 0.3 |
| Food away from home..... | 286.511 | 287.006 | 287.598 | 2.7 | 0.4 | 0.2 |
| Alcoholic beverages | 238.777 | 238.943 | 239.176 | 1.8 | 0.2 | 0.1 |
| Housing | 246.137 | 246.438 | 247.349 | 2.7 | 0.5 | 0.4 |
| Shelter | 285.140 | 285.654 | 286.674 | 3.2 | 0.5 | 0.4 |
| Rent of primary residence | 299.082 | 299.871 | 300.887 | 3.6 | 0.6 | 0.3 |
| Owners' equiv. rent of residences(1).... | 287.559 | 288.027 | 288.886 | 3.3 | 0.5 | 0.3 |
| Owners' equiv. rent of primary residence(1) | 287.570 | 288.040 | 288.902 | 3.3 | 0.5 | 0.3 |
| Fuels and utilities..... | 237.440 | 237.938 | 238.495 | 0.1 | 0.4 | 0.2 |
| Household energy | 189.621 | 190.134 | 190.264 | -0.6 | 0.3 | 0.1 |
| Energy services..... | 189.789 | 190.225 | 190.381 | -0.7 | 0.3 | 0.1 |
| Electricity | 187.802 | 188.048 | 188.198 | -0.5 | 0.2 | 0.1 |
| Utility (piped) gas service | 187.283 | 188.995 | 189.182 | -1.5 | 1.0 | 0.1 |
| Household furnishings and operations | 125.513 | 125.034 | 125.774 | 1.8 | 0.2 | 0.6 |
| Apparel | 133.525 | 129.315 | 128.299 | -2.6 | -3.9 | -0.8 |
| Transportation | 207.692 | 207.452 | 207.755 | 2.9 | 0.0 | 0.1 |
| Private transportation | 206.267 | 206.548 | 207.100 | 3.0 | 0.4 | 0.3 |
| New and used motor vehicles(2)..... | 100.756 | 100.868 | 101.036 | -1.2 | 0.3 | 0.2 |
| New vehicles | 151.651 | 152.124 | 153.955 | -0.3 | 1.5 | 1.2 |
| New cars and trucks(2)(3)..... | 103.234 | 103.564 | 104.814 | -0.3 | 1.5 | 1.2 |
| New cars(3)..... | 151.365 | 151.604 | 153.055 | -0.8 | 1.1 | 1.0 |
| Used cars and trucks..... | 138.809 | 138.559 | 137.395 | -2.2 | -1.0 | -0.8 |
| Motor fuel | 210.160 | 210.672 | 211.955 | 14.3 | 0.9 | 0.6 |
| Gasoline (all types)..... | 208.794 | 209.311 | 210.572 | 14.6 | 0.9 | 0.6 |
| Unleaded regular(3) | 203.138 | 203.729 | 204.955 | 15.0 | 0.9 | 0.6 |
| Unleaded midgrade(3)(4) | 234.340 | 234.729 | 236.246 | 12.9 | 0.8 | 0.6 |
| Unleaded premium(3)..... | 234.143 | 233.899 | 235.303 | 12.0 | 0.5 | 0.6 |
| Motor vehicle insurance(5)..... | 958.554 | 961.078 | 962.096 | 0.6 | 0.4 | 0.1 |
| Medical care | 478.888 | 479.724 | 481.849 | 3.4 | 0.6 | 0.4 |
| Medical care commodities | 353.018 | 352.266 | 353.095 | -1.5 | 0.0 | 0.2 |
| Medical care services | 521.509 | 522.899 | 525.462 | 4.6 | 0.8 | 0.5 |
| Professional services | 366.907 | 366.873 | 367.264 | 0.6 | 0.1 | 0.1 |
| Recreation(2)..... | 121.814 | 121.445 | 121.506 | 1.0 | -0.3 | 0.1 |
| Education and communication(2)..... | 133.564 | 133.445 | 133.885 | 1.3 | 0.2 | 0.3 |
| Tuition, other school fees, and child care(5) | 1,356.704 | 1,355.934 | 1,358.483 | 2.8 | 0.1 | 0.2 |
| Other goods and services | 434.117 | 433.843 | 436.000 | 1.9 | 0.4 | 0.5 |
| Commodity and service group | | | | | | |
| All Items..... | 247.385 | 247.289 | 248.005 | 2.3 | 0.3 | 0.3 |

Note: See footnotes at end of table.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted) - Continued

| Item and Group | Indexes | | | Percent change from- | | |
|--|--------------|--------------|--------------|----------------------|--------------|--------------|
| | Nov. 2019 | Dec. 2019 | Jan. 2020 | Jan. 2019 | Nov. 2019 | Dec. 2019 |
| Commodities | 183.514 | 183.096 | 183.681 | 1.5 | 0.1 | 0.3 |
| Commodities less food and beverages | 149.835 | 149.092 | 149.525 | 1.5 | -0.2 | 0.3 |
| Nondurables less food and beverages. | 196.646 | 194.993 | 195.344 | 3.7 | -0.7 | 0.2 |
| Nondurables less food, beverages, and apparel | 235.782 | 235.394 | 236.495 | 5.7 | 0.3 | 0.5 |
| Durables | 106.780 | 106.677 | 107.109 | -1.0 | 0.3 | 0.4 |
| Services..... | 311.792 | 312.040 | 312.883 | 2.7 | 0.3 | 0.3 |
| Rent of shelter(1)..... | 292.910 | 293.445 | 294.537 | 3.3 | 0.6 | 0.4 |
| Transportation services | 364.717 | 362.239 | 360.144 | 0.8 | -1.3 | -0.6 |
| Other services | 349.212 | 349.533 | 350.520 | 1.9 | 0.4 | 0.3 |
| Special aggregate indexes | | | | | | |
| All items less medical care | 234.775 | 234.633 | 235.275 | 2.1 | 0.2 | 0.3 |
| All items less food | 245.652 | 245.451 | 246.123 | 2.4 | 0.2 | 0.3 |
| All items less shelter..... | 233.725 | 233.397 | 233.998 | 1.8 | 0.1 | 0.3 |
| Commodities less food | 152.502 | 151.776 | 152.205 | 1.5 | -0.2 | 0.3 |
| Nondurables | 224.621 | 223.988 | 224.621 | 2.5 | 0.0 | 0.3 |
| Nondurables less food..... | 198.782 | 197.223 | 197.567 | 3.6 | -0.6 | 0.2 |
| Nondurables less food and apparel..... | 234.870 | 234.527 | 235.545 | 5.3 | 0.3 | 0.4 |
| Services less rent of shelter(1)..... | 345.329 | 345.237 | 345.797 | 2.2 | 0.1 | 0.2 |
| Services less medical care services..... | 292.956 | 293.114 | 293.816 | 2.5 | 0.3 | 0.2 |
| Energy | 194.900 | 195.400 | 196.064 | 6.7 | 0.6 | 0.3 |
| All items less energy | 254.082 | 253.918 | 254.643 | 1.9 | 0.2 | 0.3 |
| All items less food and energy | 253.987 | 253.692 | 254.372 | 1.9 | 0.2 | 0.3 |
| Commodities less food and energy commodities | 145.804 | 144.884 | 145.218 | -0.8 | -0.4 | 0.2 |
| Energy commodities..... | 213.866 | 214.464 | 215.720 | 14.1 | 0.9 | 0.6 |
| Services less energy services | 324.710 | 324.937 | 325.851 | 3.0 | 0.4 | 0.3 |

Footnotes

(1) Indexes on a December 1982=100 base.

(2) Indexes on a December 1997=100 base.

(3) Special index based on a substantially smaller sample.

(4) Indexes on a December 1993=100 base.

(5) Indexes on a December 1977=100 base.

- Data not available.

Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 25, 2020
Department: Finance
Subject: Quarterly Financial Reports. (B. James/J. Walters)

BACKGROUND

Quarterly, Staff will submit to council unaudited financial reports as an update on the City's fiscal and budget performance. Some payments that must be recorded in this quarter can occur months after the close of the period. In those cases, staff attempts to estimate the value based on prior year's fiscal performance and current year trends. The Comprehensive Annual Financial Report to be published after the fiscal year end will include actual revenue and expenses for the accounts estimated in the quarterly financial reports.

Attachments

1st Qtr Financial Statement

| Quarterly Statement Schertz, Texas | CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :DECEMBER 31, 2019 ***** 2019 - 2020 ***** | | | | |
|--|--|-------------------------|-----------------------|-----------------------|-------------------|
| | CURRENT BUDGET | CURRENT Y-T-D ACTUAL | Y-T-D ENCUMBR | BUDGET BALANCE | 100% OF BUDGET |
| | | | | | |
| General Fund, 101 | | | | | |
| Total Revenues | 39,432,212.00 | 12,525,393.40 | 0.00 | 26,906,818.60 | 31.76% |
| Total General Government | 7,094,852.70 | 1,370,326.76 | 720,453.24 | 5,004,072.70 | 29.47% |
| Total Public Safety | 15,544,582.37 | 3,940,065.11 | 675,978.01 | 10,928,539.25 | 29.70% |
| Total Public Environment | 1,573,235.00 | 322,057.74 | 40,232.87 | 1,210,944.39 | 23.03% |
| Total Parks & Recreation | 2,584,923.00 | 415,317.08 | 27,798.83 | 2,141,807.09 | 17.14% |
| Total Cultural | 1,025,736.00 | 269,409.17 | 14,965.41 | 741,361.42 | 27.72% |
| Total Health | 699,825.40 | 208,139.44 | 40,047.11 | 451,638.85 | 35.46% |
| Total Internal Services | 6,556,065.11 | 1,172,319.33 | 234,441.58 | 5,149,304.20 | 21.46% |
| Total Misc & Projects | 4,352,992.00 | 104,255.99 | 140,951.16 | 4,107,784.85 | 5.63% |
| Total Expenditures | 39,432,211.58 | 7,801,890.62 | 1,894,868.21 | 29,735,452.75 | 24.59% |
| Revenue Over(Under) Expenditures | 0.42 | 4,723,502.78 | | (2,828,634.15) | |
| General Fund, 101 Total Cash in Bank & Investments | | 20,570,760.40 | | | |
| | | | | | |
| Special Events Fund, 106 | | | | | |
| Total Revenues | 24,510.00 | 37,968.59 | 0.00 | (13,458.59) | 154.91% |
| Total Expenditures | 24,510.00 | 9,895.30 | 862.01 | 13,752.69 | 43.89% |
| Revenue Over(Under) Expenditures | 0.00 | 28,073.29 | | (27,211.28) | |
| Special Events Fund, 106 Total Cash in Bank & Investments | | 136,619.81 | | | |
| | | | | | |
| Peg Fund, 110 | | | | | |
| Total Revenues | 118,000.00 | 21,937.84 | 0.00 | 96,062.16 | 18.59% |
| Total Expenditures | 118,000.00 | 0.00 | 0.00 | 118,000.00 | 0.00% |
| Revenue Over(Under) Expenditures | 0.00 | 21,937.84 | 0.00 | (21,937.84) | |
| Peg Fund, 110 Total Cash in Bank & Investments | | 807,646.33 | | | |
| | | | | | |
| Water & Sewer, 202 | | | | | |
| Total Revenues | 27,901,353.00 | 6,520,634.32 | 0.00 | 21,380,718.68 | 23.37% |
| Total Expenditures | 27,901,353.00 | 4,924,049.13 | 1,089,990.89 | 21,887,312.98 | 21.55% |
| Revenue Over(Under) Expenditures | 0.00 | 1,596,585.19 | (1,089,990.89) | (506,594.30) | |
| Water & Sewer, 202 Total Cash in Bank & Investments | | 11,525,892.75 | | | |

**Quarterly Statement
Schertz, Texas**

**CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF :DECEMBER 31, 2019**

***** 2019 - 2020 *****

| | CURRENT BUDGET | CURRENT Y-T-D ACTUAL | Y-T-D ENCUMBR | BUDGET BALANCE | 100% OF BUDGET |
|---|---------------------------|---------------------------------|--------------------------|---------------------------|---------------------------|
| EMS, 203 | | | | | |
| Total Revenues | 9,599,144.15 | 2,486,033.60 | 0.00 | 7,113,110.55 | 25.90% |
| Total Expenditures | 9,598,811.11 | 2,324,322.39 | 434,244.24 | 6,840,244.48 | 28.74% |
| Revenue Over(Under) Expenditures | 333.04 | 161,711.21 | (434,244.24) | 272,866.07 | |
| EMS, 203 Total Cash in Bank & Investments | | 970,296.95 | | | |
| | | | | | |
| Drainage, 204 | | | | | |
| Total Revenues | 1,267,000.00 | 307,548.05 | 0.00 | 959,451.95 | 24.27% |
| Total Expenditures | 1,265,709.00 | 219,707.64 | 23,149.70 | 1,022,851.66 | 19.19% |
| Revenue Over(Under) Expenditures | 1,291.00 | 87,840.41 | (23,149.70) | (63,399.71) | |
| Drainage, 204 Total Cash in Bank & Investments | | 769,905.66 | | | |
| | | | | | |
| Hotel Tax, 314 | | | | | |
| Total Revenues | 553,000.00 | 132,394.41 | 0.00 | 420,605.59 | 23.94% |
| Total Expenditures | 505,894.00 | 50,320.05 | 215,150.00 | 240,423.95 | 52.48% |
| Revenue Over(Under) Expenditures | 47,106.00 | 82,074.36 | (215,150.00) | 180,181.64 | |
| Hotel Tax, 314 Total Cash in Bank & Investments | | 2,233,150.70 | | | |
| | | | | | |
| Park, 317 | | | | | |
| Total Revenues | 177,000.00 | 1,415.45 | 0.00 | 175,584.55 | 0.80% |
| Total Expenditures | 177,000.00 | 0.00 | 11,641.49 | 165,358.51 | 6.58% |
| Revenue Over(Under) Expenditures | 0.00 | 1,415.45 | (11,641.49) | 10,226.04 | |
| Park, 317 Total Cash in Bank & Investments | | 292,085.11 | | | |
| | | | | | |
| Tree Mitigation, 319 | | | | | |
| Total Revenues | 78,750.00 | 56,703.77 | 0.00 | 22,046.23 | 72.00% |
| Total Expenditures | 75,000.00 | 7,900.00 | 0.00 | 67,100.00 | 10.53% |
| Revenue Over(Under) Expenditures | 3,750.00 | 48,803.77 | 0.00 | (45,053.77) | |
| Tree Mitigation, 319 Total Cash in Bank & Investments | | 482,210.28 | | | |
| | | | | | |
| Capital Recovery Water, 411 | | | | | |
| Total Revenues | 1,280,000.00 | 208,829.13 | 0.00 | 1,071,170.87 | 16.31% |
| Total Expenditures | 256,000.00 | 0.00 | 0.00 | 256,000.00 | 0.00% |
| Revenue Over(Under) Expenditures | 1,024,000.00 | 208,829.13 | 0.00 | 815,170.87 | |
| Capital Recovery Water, 411 Total Cash in Bank & Investments | | 6,664,630.70 | | | |

| Quarterly Statement Schertz, Texas | CITY OF SCHERTZ REVENUE AND EXPENSE REPORT (UNAUDITED) AS OF :DECEMBER 31, 2019 ***** 2019 - 2020 ***** | | | | |
|---|--|-------------------------|-----------------------|-----------------------|-------------------|
| | CURRENT BUDGET | CURRENT Y-T-D ACTUAL | Y-T-D ENCUMBR | BUDGET BALANCE | 100% OF BUDGET |
| Capital Recovery Sewer, 421 | | | | | |
| Total Revenues | 703,000.00 | 153,033.27 | 0.00 | 549,966.73 | 21.77% |
| Total Expenditures | 260,500.00 | 1,126.66 | 0.00 | 259,373.34 | 0.43% |
| Revenue Over(Under) Expenditures | 442,500.00 | 151,906.61 | 0.00 | 290,593.39 | |
| Capital Recovery Sewer, 421 Total Cash in Bank & Investments | | 6,928,745.13 | | | |
| | | | | | |
| I&S, 505 | | | | | |
| Total Revenues | 7,027,003.00 | 3,666,026.20 | 0.00 | 3,360,976.80 | 52.17% |
| Total Expenditures | 7,027,003.28 | 200.00 | 1,334,365.62 | 5,692,437.66 | 18.99% |
| Revenue Over(Under) Expenditures | (0.28) | 3,665,826.20 | (1,334,365.62) | (2,331,460.86) | |
| I&S, 505 Total Cash in Bank & Investments | | 4,623,288.72 | | | |
| | | | | | |
| SED Corporation, 620 | | | | | |
| Total Revenues | 7,952,931.00 | 1,208,357.89 | 0.00 | 6,744,573.11 | 15.19% |
| Total Expenditures | 7,952,931.00 | 247,347.94 | 1,885.41 | 7,703,697.65 | 3.13% |
| Revenue Over(Under) Expenditures | 0.00 | 961,009.95 | (1,885.41) | (959,124.54) | |
| SED Corporation, 620 Total Cash in Bank & Investments | | 21,999,224.95 | | | |
| | | | | | |
| Total Cash in Bank & Investments | | 78,004,457.49 | | | |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31, 2019

| 101 GENERAL FUND | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|---------------------------|----------------------------|-------------------------|----------------------|------------------------------|---------------------------|------------------------|
| REVENUES | | | | | | | |
| <u>REVENUE SUMMARY</u> | | | | | | | |
| Taxes | 23,448,050.00 | 9,964,373.82 | 8,211,237.28 | 9,964,373.82 | - | 13,483,676.18 | 42.50 |
| Franchises | 2,184,000.00 | 547,178.52 | 536,885.51 | 547,178.52 | - | 1,636,821.48 | 25.05 |
| Permits | 1,742,250.00 | 330,408.56 | 407,808.54 | 330,408.56 | - | 1,411,841.44 | 18.96 |
| Licenses | 56,860.00 | 11,804.50 | 11,950.00 | 11,804.50 | - | 45,055.50 | 20.76 |
| Fees | 2,390,134.00 | 494,834.73 | 579,875.39 | 494,834.73 | - | 1,895,299.27 | 20.70 |
| Fines | 12,000.00 | 2,815.42 | 2,694.21 | 2,815.42 | - | 9,184.58 | 23.46 |
| Inter-Jurisdictional | 977,436.00 | 152,040.59 | 65,946.97 | 152,040.59 | - | 825,395.41 | 15.56 |
| Fund Transfers | 7,714,232.00 | 791,393.28 | 797,314.08 | 791,393.28 | - | 6,922,838.72 | 10.26 |
| Miscellaneous | 907,250.00 | 230,543.98 | 203,052.65 | 230,543.98 | - | 676,706.02 | 25.41 |
| TOTAL REVENUES | 39,432,212.00 | 12,525,393.40 | 10,816,764.63 | 12,525,393.40 | - | 26,906,818.60 | 31.76% |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| <u>GENERAL GOVERNMENT</u> | | | | | | | |
| CITY COUNCIL | | | | | | | |
| Personnel Services | 36,787.00 | 10,822.43 | 8,790.65 | 10,822.43 | 14.40 | 25,950.17 | 29.46 |
| Supplies | 650.00 | 222.60 | 98.92 | 222.60 | 111.50 | 315.90 | 51.40 |
| City Support Services | 48,704.96 | 31,779.61 | 6,085.93 | 31,779.61 | 165.80 | 16,759.55 | 65.59 |
| Operations Support | 300.00 | 174.12 | 178.40 | 174.12 | 38.15 | 87.73 | 70.76 |
| Staff Support | 28,600.00 | 11,731.69 | 11,865.57 | 11,731.69 | 270.00 | 16,598.31 | 41.96 |
| Professional Services | 8,000.00 | - | - | - | - | 8,000.00 | 0.00 |
| Operating Equipment | 2,000.00 | - | - | - | - | 2,000.00 | 0.00 |
| TOTAL CITY COUNCIL | 125,041.96 | 54,730.45 | 27,019.47 | 54,730.45 | 599.85 | 69,711.66 | 44.25% |
| CITY MANAGER | | | | | | | |
| Personnel Services | 1,162,045.00 | 273,828.69 | 228,803.40 | 273,828.69 | 4,477.04 | 883,739.27 | 23.95 |
| Supplies | 2,000.00 | 405.41 | 219.72 | 405.41 | 24.20 | 1,570.39 | 21.48 |
| City Support Services | 6,000.00 | 3,767.25 | - | 3,767.25 | - | 2,232.75 | 62.79 |
| Operations Support | 50.00 | - | - | - | - | 50.00 | - |
| Staff Support | 24,775.00 | 1,721.65 | 2,433.64 | 1,721.65 | 1,750.85 | 21,302.50 | 14.02 |
| TOTAL CITY MANAGER | 1,194,870.00 | 279,723.00 | 232,081.52 | 279,723.00 | 6,252.09 | 908,894.91 | 23.93% |
| MUNICIPAL COURT | | | | | | | |
| Personnel Services | 260,823.00 | 70,858.40 | 77,598.11 | 70,858.40 | 2,727.92 | 187,236.68 | 28.21 |
| Supplies | 1,500.00 | 288.17 | 351.75 | 288.17 | - | 1,211.83 | 19.21 |
| City Support Services | 750.00 | 180.40 | 326.17 | 180.40 | - | 569.60 | 24.05 |
| Operations Support | 2,500.00 | - | 31.00 | - | - | 2,500.00 | 0.00 |
| Staff Support | 7,110.00 | 418.71 | 911.90 | 418.71 | 205.83 | 6,485.46 | 8.78 |
| Court Support | 700.00 | 186.00 | 168.00 | 186.00 | - | 514.00 | 26.57 |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31, 2019

| | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-------------------------------------|-------------------|--------------------|------------------|------------------|----------------------|-------------------|----------------|
| 101 GENERAL FUND | | | | | | | |
| REVENUES | | | | | | | |
| Professional Services | 64,000.00 | 13,950.00 | 11,972.56 | 13,950.00 | 47,050.00 | 3,000.00 | 95.31 |
| Maintenance Services | 3,000.00 | 300.00 | 450.00 | 300.00 | 1,830.00 | 870.00 | 71.00 |
| TOTAL MUNICIPAL COURT | 340,383.00 | 86,181.68 | 91,809.49 | 86,181.68 | 51,813.75 | 202,387.57 | 40.54% |
| CUSTOMER RELATIONS-311 | | | | | | | |
| Personnel Services | 106,817.00 | 28,595.30 | 33,660.61 | 28,595.30 | 508.27 | 77,713.43 | 27.25 |
| Supplies | 100.00 | 2.84 | 2.84 | 2.84 | 71.88 | 25.28 | 74.72 |
| Staff Support | 830.00 | - | - | - | (12.78) | 842.78 | (1.54) |
| TOTAL CUSTOMER RELATIONS-311 | 107,747.00 | 28,598.14 | 33,663.45 | 28,598.14 | 567.37 | 78,581.49 | 27.07% |
| PLANNING & ZONING | | | | | | | |
| Personnel Services | 210,713.00 | 43,395.32 | 47,983.50 | 43,395.32 | 521.37 | 166,796.31 | 20.84 |
| Supplies | 2,069.70 | 45.57 | 108.35 | 45.57 | 50.60 | 1,973.53 | 4.65 |
| Utility Services | 186.00 | 50.00 | - | 50.00 | - | 136.00 | 26.88 |
| Operations Support | 39,953.00 | 1,343.70 | 1,267.82 | 1,343.70 | - | 38,609.30 | 3.36 |
| Staff Support | 100.00 | 8.00 | 5.00 | 8.00 | - | 92.00 | 8.00 |
| Professional Services | 300.00 | - | - | - | - | 300.00 | - |
| TOTAL PLANNING & ZONING | 253,321.70 | 44,842.59 | 49,364.67 | 44,842.59 | 571.97 | 207,907.14 | 17.93% |
| LEGAL SERVICES | | | | | | | |
| Operations Support | 10,000.00 | 188.00 | 341.75 | 188.00 | - | 9,812.00 | 1.88 |
| Professional Services | 140,000.00 | 7,021.37 | 21,913.83 | 7,021.37 | 3,537.31 | 129,441.32 | 7.54 |
| TOTAL LEGAL SERVICES | 150,000.00 | 7,209.37 | 22,255.58 | 7,209.37 | 3,537.31 | 139,253.32 | 7.16% |
| GENERAL SERVICES | | | | | | | |
| BUILDING 6-8 MAINTENANCE | | | | | | | |
| CITY SECRETARY | | | | | | | |
| Personnel Services | 185,261.00 | 48,607.43 | 49,166.64 | 48,607.43 | 1,300.59 | 135,352.98 | 26.94 |
| Supplies | 1,150.00 | 285.63 | 251.47 | 285.63 | 14.40 | 849.97 | 26.09 |
| City Support Services | 10,000.00 | 2,926.45 | 694.64 | 2,926.45 | - | 7,073.55 | 29.26 |
| Operations Support | 150.00 | - | 27.95 | - | - | 150.00 | - |
| Staff Support | 4,500.00 | 1,701.95 | 1,337.45 | 1,701.95 | 25.00 | 2,773.05 | 38.38 |
| Operating Equipment | 400.00 | - | - | - | - | 400.00 | - |
| TOTAL CITY SECRETARY | 201,461.00 | 53,521.46 | 51,478.15 | 53,521.46 | 1,339.99 | 146,599.55 | 27.23% |
| NON-DEPARTMENTAL | | | | | | | |
| City Support Services | 986,951.04 | 273,272.28 | 230,747.93 | 273,272.28 | 173,043.39 | 540,635.37 | 45.22 |
| Operations Support | 156,000.00 | 38,515.83 | 38,617.34 | 38,515.83 | 47.35 | 117,436.82 | 24.72 |
| Staff Support | 200.00 | - | - | - | - | 200.00 | - |
| City Assistance | 1,974,583.00 | 153,118.95 | 145,384.31 | 153,118.95 | 451,937.07 | 1,369,526.98 | 30.64 |
| Professional Services | 47,235.00 | 13,292.68 | 12,443.75 | 13,292.68 | - | 33,942.32 | 28.14 |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31, 2019

| | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-------------------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|----------------|
| 101 GENERAL FUND | | | | | | | |
| REVENUES | | | | | | | |
| Fund Chrgs/Transfrs-Spec Events Fnd | 10,750.00 | - | - | - | - | 10,750.00 | - |
| TOTAL NON-DEPARTMENTAL | 3,175,719.04 | 478,199.74 | 427,193.33 | 478,199.74 | 625,027.81 | 2,072,491.49 | 34.74% |
| PUBLIC AFFAIRS | | | | | | | |
| Personnel Services | 286,181.00 | 76,330.91 | 59,987.14 | 76,330.91 | 1,989.09 | 207,861.00 | 27.37 |
| Supplies | 700.00 | 100.23 | 81.14 | 100.23 | 32.98 | 566.79 | 19.03 |
| City Support Services | 1,000.00 | 990.49 | 610.14 | 990.49 | - | 9.51 | 99.05 |
| Operations Support | 46,974.50 | 1,472.85 | 286.70 | 1,472.85 | 1,215.57 | 44,286.08 | 5.72 |
| Staff Support | 11,268.50 | - | 298.00 | - | 480.50 | 10,788.00 | 4.26 |
| Professional Services | 250,500.00 | 46,955.75 | 73,063.48 | 46,955.75 | 5,484.20 | 198,060.05 | 20.93 |
| TOTAL PUBLIC AFFAIRS | 596,624.00 | 125,850.23 | 134,326.60 | 125,850.23 | 9,202.34 | 461,571.43 | 22.64% |
| RECORDS MANAGEMENT | | | | | | | |
| SCHERTZ MAGAZINE | | | | | | | |
| ENGINEERING | | | | | | | |
| Personnel Services | 695,951.00 | 161,944.47 | 153,868.88 | 161,944.47 | 5,055.61 | 528,950.92 | 24.00 |
| Supplies | 2,650.00 | 116.00 | 81.31 | 116.00 | 76.13 | 2,457.87 | 7.25 |
| City Support Services | 448.00 | - | - | - | - | 448.00 | - |
| Utility Services | 3,839.00 | 583.09 | 799.97 | 583.09 | - | 3,255.91 | 15.19 |
| Operations Support | 100.00 | - | - | - | - | 100.00 | - |
| Staff Support | 19,464.00 | 1,236.00 | 142.94 | 1,236.00 | 415.00 | 17,813.00 | 8.48 |
| Professional Services | 40,000.00 | - | 195.42 | - | 13,440.00 | 26,560.00 | 33.60 |
| Operating Equipment | 4,559.00 | 54.98 | - | 54.98 | - | 4,504.02 | 1.21 |
| TOTAL ENGINEERING | 767,011.00 | 163,934.54 | 155,088.52 | 163,934.54 | 18,986.74 | 584,089.72 | 23.85% |
| GIS | | | | | | | |
| Personnel Services | 168,874.00 | 46,548.46 | 42,749.67 | 46,548.46 | 991.17 | 121,334.37 | 28.15 |
| Supplies | 1,200.00 | 474.30 | - | 474.30 | - | 725.70 | 39.53 |
| Professional Services | 9,600.00 | - | - | - | - | 9,600.00 | - |
| Rental/Leasing | 3,000.00 | 512.80 | 694.60 | 512.80 | 1,562.85 | 924.35 | 69.19 |
| TOTAL GIS | 182,674.00 | 47,535.56 | 43,445.27 | 47,535.56 | 2,554.02 | 132,584.42 | 27.42% |
| TOTAL GENERAL GOVERNMENT | 7,094,852.70 | 1,370,326.76 | 1,267,726.05 | 1,370,326.76 | 720,453.24 | 5,004,072.70 | 29.47% |
| PUBLIC SAFETY | | | | | | | |
| POLICE | | | | | | | |
| Personnel Services | 7,604,381.00 | 1,970,264.20 | 1,702,007.75 | 1,970,264.20 | 48,756.93 | 5,585,359.87 | 26.55 |
| Supplies | 66,685.34 | 25,463.32 | 28,214.97 | 25,463.32 | 3,606.97 | 37,615.05 | 43.59 |
| City Support Services | 26,000.00 | 25,400.62 | 24,229.31 | 25,400.62 | - | 599.38 | 97.69 |
| Utility Services | 132,728.75 | 17,726.45 | 15,853.68 | 17,726.45 | - | 115,002.30 | 13.36 |
| Operations Support | 18,086.00 | 980.25 | 689.00 | 980.25 | 424.00 | 16,681.75 | 7.76 |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31, 2019

| 101 GENERAL FUND | CURRENT | CURRENT | | | Y-T-D | BUDGET | % OF |
|----------------------------|----------------------|---------------------|-------------------------|---------------------|--------------------|----------------------|---------------|
| REVENUES | BUDGET | QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | ENCUMBRANCE | BALANCE | BUDGET |
| Staff Support | 165,636.73 | 27,188.30 | 24,147.28 | 27,188.30 | 6,310.67 | 132,137.76 | 20.22 |
| City Assistance | 21,100.00 | 1,160.78 | 519.15 | 1,160.78 | 2,381.83 | 17,557.39 | 16.79 |
| Professional Services | 73,993.00 | 13,368.80 | 24,564.36 | 13,368.80 | 2,500.00 | 58,124.20 | 21.45 |
| Maintenance Services | 66,085.00 | 4,047.25 | 12,745.00 | 4,047.25 | 210.00 | 61,827.75 | 6.44 |
| Rental/Leasing | 57,600.00 | - | - | - | - | 57,600.00 | - |
| Operating Equipment | 264,689.55 | 76,780.34 | 37,255.46 | 76,780.34 | 291.60 | 187,617.61 | 29.12 |
| Capital Outlay | 582,015.00 | 173,442.42 | - | 173,442.42 | 318,514.75 | 90,057.83 | 84.53 |
| TOTAL POLICE | 9,079,000.37 | 2,335,822.73 | 1,870,225.96 | 2,335,822.73 | 382,996.75 | 6,360,180.89 | 29.95% |
| FIRE RESCUE | | | | | | | |
| Personnel Services | 4,708,388.00 | 1,244,093.51 | 1,174,751.64 | 1,244,093.51 | 30,019.88 | 3,434,274.61 | 27.06 |
| Supplies | 23,855.00 | 868.63 | 2,805.73 | 868.63 | 176.71 | 22,809.66 | 4.38 |
| Utility Services | 76,600.00 | 11,747.89 | 9,201.01 | 11,747.89 | 580.03 | 64,272.08 | 16.09 |
| Operations Support | 1,150.00 | - | 98.09 | - | - | 1,150.00 | - |
| Staff Support | 195,600.00 | 36,799.08 | 18,319.62 | 36,799.08 | 58,163.37 | 100,637.55 | 48.55 |
| City Assistance | 24,000.00 | 6,006.08 | 4,938.94 | 6,006.08 | 1,884.00 | 16,109.92 | 32.88 |
| Professional Services | 68,000.00 | 5,511.00 | 5,660.00 | 5,511.00 | 46,275.00 | 16,214.00 | 76.16 |
| Maintenance Services | 63,900.00 | 9,443.49 | 7,668.90 | 9,443.49 | 3,681.26 | 50,775.25 | 20.54 |
| Rental/Leasing | 10,600.00 | 3,371.22 | 3,950.82 | 3,371.22 | - | 7,228.78 | 31.80 |
| Operating Equipment | 121,087.00 | 12,887.49 | 13,449.83 | 12,887.49 | 11,631.20 | 96,568.31 | 20.25 |
| Capital Outlay | 173,000.00 | 43,695.30 | - | 43,695.30 | 76,199.56 | 53,105.14 | 69.30 |
| TOTAL FIRE RESCUE | 5,466,180.00 | 1,374,423.69 | 1,242,438.66 | 1,374,423.69 | 228,611.01 | 3,863,145.30 | 29.33% |
| INSPECTIONS | | | | | | | |
| Personnel Services | 841,043.00 | 222,814.85 | 173,366.23 | 222,814.85 | 6,022.94 | 612,205.21 | 27.21 |
| Supplies | 5,378.00 | 307.42 | 1,171.00 | 307.42 | 152.48 | 4,918.10 | 8.55 |
| Utility Services | 9,720.00 | 896.94 | 1,016.76 | 896.94 | - | 8,823.06 | 9.23 |
| Operations Support | 2,400.00 | - | 194.60 | - | - | 2,400.00 | - |
| Staff Support | 41,261.00 | 4,849.48 | 2,723.73 | 4,849.48 | 144.83 | 36,266.69 | 12.10 |
| Professional Services | 70,000.00 | 950.00 | 22,400.00 | 950.00 | 58,050.00 | 11,000.00 | 84.29 |
| Operating Equipment | 600.00 | - | 529.98 | - | - | 600.00 | - |
| Capital Outlay | 29,000.00 | - | - | - | - | 29,000.00 | - |
| TOTAL INSPECTIONS | 999,402.00 | 229,818.69 | 201,402.30 | 229,818.69 | 64,370.25 | 705,213.06 | 29.44% |
| MARSHAL'S OFFICE | | | | | | | |
| TOTAL PUBLIC SAFETY | 15,544,582.37 | 3,940,065.11 | 3,314,066.92 | 3,940,065.11 | 675,978.01 | 10,928,539.25 | 29.70% |
| PUBLIC ENVIRONMENT | | | | | | | |
| STREETS | | | | | | | |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31, 2019

| 101 GENERAL FUND | CURRENT | CURRENT | | | Y-T-D | BUDGET | % OF |
|--------------------------------------|---------------------|-------------------|-------------------------|---------------------|--------------------|---------------------|---------------|
| REVENUES | BUDGET | QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | ENCUMBRANCE | BALANCE | BUDGET |
| Personnel Services | 877,796.00 | 210,701.32 | 214,188.02 | 210,701.32 | 7,645.04 | 659,449.64 | 24.87 |
| Supplies | 104,650.00 | 25,664.23 | 14,610.40 | 25,664.23 | 1,152.69 | 77,833.08 | 25.63 |
| City Support Services | 2,500.00 | 481.33 | - | 481.33 | 78.43 | 1,940.24 | 22.39 |
| Utility Services | 176,000.00 | 28,325.80 | 30,856.05 | 28,325.80 | 30.39 | 147,643.81 | 16.11 |
| Staff Support | 18,620.00 | 3,916.56 | 3,641.20 | 3,916.56 | 604.32 | 14,099.12 | 24.28 |
| Professional Services | 15,000.00 | - | 5,030.00 | - | - | 15,000.00 | - |
| Maintenance Services | 331,869.00 | 51,068.50 | - | 51,068.50 | 30,722.00 | 250,078.50 | 24.65 |
| Rental/Lease | 6,000.00 | 1,900.00 | - | 1,900.00 | - | 4,100.00 | 31.67 |
| Operating Equipment | 8,700.00 | - | - | - | - | 8,700.00 | - |
| Capital Outlay | 32,100.00 | - | 156,397.74 | - | - | 32,100.00 | - |
| TOTAL STREETS | 1,573,235.00 | 322,057.74 | 424,723.41 | 322,057.74 | 40,232.87 | 1,210,944.39 | 14.89% |
| TOTAL PUBLIC ENVIRONMENT | 1,573,235.00 | 322,057.74 | 424,723.41 | 322,057.74 | 40,232.87 | 1,210,944.39 | 23.03% |
| <u>PARKS & RECREATION</u> | | | | | | | |
| PARKS DEPARTMENT | | | | | | | |
| Personnel Services | 656,169.00 | 137,401.00 | 141,469.29 | 137,401.00 | 4,350.52 | 514,417.48 | 21.60 |
| Supplies | 98,850.00 | 4,863.11 | 14,704.11 | 4,863.11 | 8,912.70 | 85,074.19 | 13.94 |
| City Support Services | 114,500.00 | 29,078.15 | 4,463.46 | 29,078.15 | 1,249.75 | 84,172.10 | 26.49 |
| Utility Services | 244,500.00 | 50,304.97 | 42,164.54 | 50,304.97 | 19.99 | 194,175.04 | 20.58 |
| Operations Support | 1,000.00 | - | - | - | - | 1,000.00 | - |
| Staff Support | 19,670.00 | 1,877.83 | 4,760.68 | 1,877.83 | 1,590.72 | 16,201.45 | 17.63 |
| Professional Services | 137,500.00 | 17,711.57 | 14,910.64 | 17,711.57 | - | 119,788.43 | 12.88 |
| Maintenance Services | 92,589.00 | 4,474.80 | 3,162.40 | 4,474.80 | 369.55 | 87,744.65 | 5.23 |
| Rental/Leasing | 5,000.00 | 378.88 | 770.00 | 378.88 | 2,037.34 | 2,583.78 | 48.32 |
| Operating Equipment | 65,250.00 | 10,325.21 | 3,724.90 | 10,325.21 | 5,555.20 | 49,369.59 | 24.34 |
| Capital Outlay | 185,000.00 | - | - | - | - | 185,000.00 | - |
| TOTAL PARKS DEPARTMENT | 1,620,028.00 | 256,415.52 | 230,130.02 | 256,415.52 | 24,085.77 | 1,339,526.71 | 17.31% |
| SWIM POOL | | | | | | | |
| Supplies | 25,500.00 | - | - | - | - | 25,500.00 | - |
| Utility Services | 16,500.00 | 2,389.57 | 4,640.42 | 2,389.57 | - | 14,110.43 | 14.48 |
| Maintenance Services | 527,878.00 | 81,695.57 | 81,906.75 | 81,695.57 | - | 446,182.43 | 15.48 |
| TOTAL SWIM POOL | 569,878.00 | 84,085.14 | 86,548.17 | 84,085.14 | 914.50 | 484,878.36 | 14.92% |
| EVENT FACILITIES | | | | | | | |
| Personnel Services | 279,034.00 | 70,038.49 | 53,838.25 | 70,038.49 | 1,504.54 | 207,490.97 | 25.64 |
| Supplies | 5,981.50 | 678.21 | 841.06 | 678.21 | 605.43 | 4,697.86 | 21.46 |
| Utility Services | 46,650.00 | 4,573.46 | 5,479.54 | 4,573.46 | 520.09 | 41,556.45 | 10.92 |
| Operations Support | 12,358.00 | 1,102.74 | 2,469.84 | 1,102.74 | - | 11,255.26 | 8.92 |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31, 2019

| 101 GENERAL FUND | CURRENT | CURRENT | | | Y-T-D | BUDGET | % OF |
|-------------------------------------|---------------------|-------------------|-------------------------|---------------------|--------------------|---------------------|---------------|
| REVENUES | BUDGET | QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | ENCUMBRANCE | BALANCE | BUDGET |
| Staff Support | 5,493.50 | 1,748.82 | 1,629.96 | 1,748.82 | 168.50 | 3,576.18 | 34.90 |
| Maintenance Services | 13,000.00 | 1,041.00 | - | 1,041.00 | - | 11,959.00 | 8.01 |
| Operating Equipment | 32,500.00 | (4,366.30) | 12,348.13 | (4,366.30) | - | 36,866.30 | (13.43) |
| TOTAL EVENT FACILITIES | 395,017.00 | 74,816.42 | 76,606.78 | 74,816.42 | 2,798.56 | 317,402.02 | 19.65% |
| TOTAL PARKS & RECREATION | 2,584,923.00 | 415,317.08 | 393,284.97 | 415,317.08 | 27,798.83 | 2,141,807.09 | 17.14% |
| CULTURAL | | | | | | | |
| LIBRARY | | | | | | | |
| Personnel Services | 782,955.00 | 209,946.27 | 190,371.85 | 209,946.27 | 6,151.22 | 566,857.51 | 27.60 |
| Supplies | 15,000.00 | 1,097.34 | 2,273.17 | 1,097.34 | 707.33 | 13,195.33 | 12.03 |
| Utility Services | 57,500.00 | 6,088.12 | 7,134.20 | 6,088.12 | - | 51,411.88 | 10.59 |
| Operations Support | 5,350.00 | 403.97 | 247.97 | 403.97 | 1,897.99 | 3,048.04 | 43.03 |
| Staff Support | 12,520.00 | 2,737.30 | 1,437.46 | 2,737.30 | 204.01 | 9,578.69 | 23.49 |
| Professional Services | 2,411.00 | 1,984.10 | 2,364.00 | 1,984.10 | - | 426.90 | 82.29 |
| Operating Equipment | 150,000.00 | 47,152.07 | 30,833.37 | 47,152.07 | 6,004.86 | 96,843.07 | 35.44 |
| TOTAL LIBRARY | 1,025,736.00 | 269,409.17 | 234,662.02 | 269,409.17 | 14,965.41 | 741,361.42 | 27.72% |
| TOTAL CULTURAL | 1,025,736.00 | 269,409.17 | 234,662.02 | 269,409.17 | 14,965.41 | 741,361.42 | 27.72% |
| HEALTH | | | | | | | |
| ANIMAL SERVICES | | | | | | | |
| Personnel Services | 407,558.00 | 87,054.83 | 74,286.59 | 87,054.83 | 3,513.32 | 316,989.85 | 22.22 |
| Supplies | 40,020.00 | 14,222.25 | 10,927.03 | 14,222.25 | 1,105.66 | 24,692.09 | 38.30 |
| City Support Services | 3,500.00 | - | - | - | - | 3,500.00 | - |
| Utility Services | 56,216.50 | 5,155.11 | 6,973.63 | 5,155.11 | 3,827.95 | 47,233.44 | 15.98 |
| Operations Support | 1,000.00 | 93.00 | - | 93.00 | - | 907.00 | 9.30 |
| Staff Support | 15,560.90 | 270.00 | 1,550.55 | 270.00 | 1,510.20 | 13,780.70 | 11.44 |
| City Assistance | 36,000.00 | 16,653.27 | 5,639.90 | 16,653.27 | - | 19,346.73 | 46.26 |
| Professional Services | 5,090.00 | 3,460.00 | 3,905.00 | 3,460.00 | - | 1,630.00 | 67.98 |
| Maintenance Services | 7,900.00 | - | 245.27 | - | - | 7,900.00 | - |
| Operating Equipment | 3,156.00 | 2,241.26 | 833.03 | 2,241.26 | 245.98 | 668.76 | 78.81 |
| Capital Outlay | 123,824.00 | 78,989.72 | - | 78,989.72 | 29,844.00 | 14,990.28 | 87.89 |
| TOTAL ANIMAL SERVICES | 699,825.40 | 208,139.44 | 104,361.00 | 208,139.44 | 40,047.11 | 451,638.85 | 35.46% |
| TOTAL HEALTH | 699,825.40 | 208,139.44 | 104,361.00 | 208,139.44 | 40,047.11 | 451,638.85 | 35.46% |
| INTERNAL SERVICE | | | | | | | |
| INFORMATION TECHNOLOGY | | | | | | | |
| Personnel Services | 646,859.00 | 178,492.66 | 156,079.66 | 178,492.66 | 3,751.27 | 464,615.07 | 28.17 |
| Supplies | 6,300.00 | 512.14 | 759.91 | 512.14 | 644.06 | 5,143.80 | 18.35 |
| City Support Services | 936,861.00 | 63,952.45 | 179,012.16 | 63,952.45 | 14,331.26 | 858,577.29 | 8.36 |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31, 2019

| 101 GENERAL FUND | CURRENT | CURRENT | | | Y-T-D | BUDGET | % OF |
|---|---------------------|-------------------|-------------------------|---------------------|--------------------|---------------------|---------------|
| REVENUES | BUDGET | QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | ENCUMBRANCE | BALANCE | BUDGET |
| Utility Services | 267,846.00 | 19,617.41 | 42,285.51 | 19,617.41 | 4,732.92 | 243,495.67 | 9.09 |
| Staff Support | 53,070.00 | 17,434.20 | 10,664.38 | 17,434.20 | - | 35,635.80 | 32.85 |
| Professional Services | 190,424.00 | - | 7,460.00 | - | 3,938.00 | 186,486.00 | 2.07 |
| Maintenance Services | 15,500.00 | 101.77 | 2,340.07 | 101.77 | 456.00 | 14,942.23 | 3.60 |
| Operating Equipment | 282,707.11 | 11,890.61 | 123,769.91 | 11,890.61 | 6,416.08 | 264,400.42 | 6.48 |
| Capital Outlay | 55,570.00 | - | 5,367.00 | - | 51.96 | 55,518.04 | 0.09 |
| TOTAL INFORMATION TECHNOLOGY | 2,455,137.11 | 292,001.24 | 527,738.60 | 292,001.24 | 34,321.55 | 2,128,814.32 | 13.29% |
| HUMAN RESOURCES | | | | | | | |
| Personnel Services | 425,928.00 | 104,465.71 | 95,767.19 | 104,465.71 | 2,549.04 | 318,913.25 | 25.13 |
| Supplies | 4,146.00 | 901.40 | 16.99 | 901.40 | - | 3,244.60 | 21.74 |
| Human Services | 189,000.00 | 38,678.48 | 8,873.47 | 38,678.48 | - | 150,321.52 | 20.46 |
| Operations Support | 9,000.00 | 1,279.84 | 902.00 | 1,279.84 | 225.00 | 7,495.16 | 16.72 |
| Staff Support | 38,150.00 | 6,964.07 | 6,705.21 | 6,964.07 | (43.62) | 31,229.55 | 18.14 |
| City Assistance | 10,000.00 | 2,276.00 | 770.00 | 2,276.00 | - | 7,724.00 | 22.76 |
| Professional Services | 27,600.00 | 31,314.25 | - | 31,314.25 | 20,940.00 | (24,654.25) | 189.33 |
| Operating Equipment | 350.00 | - | - | - | - | 350.00 | - |
| TOTAL HUMAN RESOURCES | 704,174.00 | 185,879.75 | 113,034.86 | 185,879.75 | 23,670.42 | 494,623.83 | 29.76% |
| FINANCE | | | | | | | |
| Personnel Services | 559,958.00 | 150,320.00 | 128,515.31 | 150,320.00 | 4,246.88 | 405,391.12 | 27.60 |
| Supplies | 3,700.00 | 803.02 | 856.25 | 803.02 | 540.00 | 2,356.98 | 36.30 |
| Staff Support | 9,455.00 | 1,193.74 | 400.00 | 1,193.74 | 542.40 | 7,718.86 | 18.36 |
| Professional Sevices | 34,500.00 | 9,341.35 | - | 9,341.35 | - | 25,158.65 | 27.08 |
| Operating Equipment | 1,280.00 | 223.99 | - | 223.99 | - | 1,056.01 | 17.50 |
| TOTAL FINANCE | 608,893.00 | 161,882.10 | 129,771.56 | 161,882.10 | 5,329.28 | 441,681.62 | 27.46% |
| PURCHASING & ASSET MGT | | | | | | | |
| Personnel Services | 214,433.00 | 58,510.48 | 53,062.37 | 58,510.48 | 1,018.34 | 154,904.18 | 27.76 |
| Supplies | 700.00 | 72.33 | 21.92 | 72.33 | - | 627.67 | 10.33 |
| Operations Support | 7,615.00 | 2,739.00 | - | 2,739.00 | - | 4,876.00 | 35.97 |
| Staff Support | 6,835.00 | 823.00 | 492.20 | 823.00 | 39.82 | 5,972.18 | 12.62 |
| City Assistance | 3,000.00 | 200.00 | 292.00 | 200.00 | 90.00 | 2,710.00 | 9.67 |
| Operating Equipment | 600.00 | - | - | - | - | 600.00 | - |
| TOTAL PURCHASING & ASSET MGT | 233,183.00 | 62,344.81 | 53,868.49 | 62,344.81 | 1,148.16 | 169,690.03 | 27.23% |
| FLEET SERVICE | | | | | | | |
| Personnel Services | 461,299.00 | 84,344.42 | 63,642.70 | 84,344.42 | 2,772.19 | 374,182.39 | 18.89 |
| Supplies | 205,700.00 | 29,807.44 | 33,578.25 | 29,807.44 | 19,876.31 | 156,016.25 | 24.15 |
| City Support Services | 11,500.00 | 2,297.20 | 2,283.69 | 2,297.20 | - | 9,202.80 | 19.98 |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31, 2019

| 101 GENERAL FUND | CURRENT | CURRENT | | | Y-T-D | BUDGET | % OF |
|------------------------------------|----------------------|---------------------|-------------------------|---------------------|-----------------------|-----------------------|---------------|
| REVENUES | BUDGET | QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | ENCUMBRANCE | BALANCE | BUDGET |
| Utility Services | 11,500.00 | 1,701.07 | 1,165.74 | 1,701.07 | 32.57 | 9,766.36 | 15.08 |
| Staff Support | 20,682.00 | 1,706.06 | 1,299.26 | 1,706.06 | 634.90 | 18,341.04 | 11.32 |
| Maintenance Services | 204,000.00 | 29,234.98 | 39,377.17 | 29,234.98 | 8,215.92 | 166,549.10 | 18.36 |
| Operating Equipment | 9,800.00 | 195.10 | 5,752.13 | 195.10 | - | 9,604.90 | 1.99 |
| Capital Outlay | 122,000.00 | - | 32,973.00 | - | - | 122,000.00 | - |
| TOTAL FLEET SERVICE | 1,046,481.00 | 149,286.27 | 180,071.94 | 149,286.27 | 31,531.89 | 865,662.84 | 17.28% |
| FACILITY SERVICES | | | | | | | |
| Personnel Services | 654,146.00 | 178,439.28 | 167,374.13 | 178,439.28 | 6,211.79 | 469,494.93 | 28.23 |
| Supplies | 142,454.00 | 16,138.25 | 21,611.13 | 16,138.25 | 2,719.09 | 123,596.66 | 13.24 |
| City Support Services | 5,000.00 | - | - | - | - | 5,000.00 | - |
| Utility Services | 171,000.00 | 18,197.31 | 24,553.02 | 18,197.31 | 4,644.09 | 148,158.60 | 13.36 |
| Staff Support | 12,800.00 | 891.71 | 1,393.74 | 891.71 | 473.00 | 11,435.29 | 10.66 |
| Professional Services | 85,746.00 | 7,608.31 | 18,749.84 | 7,608.31 | 83,691.41 | (5,553.72) | 106.48 |
| Maintenance Services | 390,051.00 | 99,650.30 | 69,731.58 | 99,650.30 | 36,468.70 | 253,932.00 | 34.90 |
| Rental/Leasing | 500.00 | - | 400.00 | - | - | 500.00 | - |
| Operating Equipment | 16,500.00 | - | - | - | - | 16,500.00 | - |
| Capital Outlay | 30,000.00 | - | - | - | 4,232.20 | 25,767.80 | 14.11 |
| TOTAL BUILDING MAINTENANCE | 1,508,197.00 | 320,925.16 | 303,813.44 | 320,925.16 | 138,440.28 | 1,048,831.56 | 30.46% |
| TOTAL INTERNAL SERVICE | 6,556,065.11 | 1,172,319.33 | 1,308,298.89 | 1,172,319.33 | 234,441.58 | 5,149,304.20 | 21.46% |
| MISC & PROJECTS | | | | | | | |
| Project | | | | | | | |
| Fund Charges/Transfers | 4,000,000.00 | - | - | - | - | 4,000,000.00 | - |
| TOTAL PROJECTS | 4,000,000.00 | - | - | - | - | 4,000,000.00 | - |
| CITY ASSISTANCE | | | | | | | |
| City's Assistance to Agencies | 320,000.00 | 104,255.99 | 53,638.41 | 104,255.99 | 134,129.59 | 81,614.42 | 74.50 |
| Operating Equipment | 10,000.00 | - | 8.92 | - | 4,321.57 | 5,678.43 | 43.22 |
| TOTAL CITY ASSISTANCE | 330,000.00 | 104,255.99 | 53,647.33 | 104,255.99 | 138,451.16 | 87,292.85 | 73.55% |
| COURT - RESTRICTED FUNDS | | | | | | | |
| Operating Equipment | 22,992.00 | - | - | - | 2,500.00 | 20,492.00 | 10.87 |
| TOTAL CITY ASSISTANCE | 22,992.00 | - | - | - | 2,500.00 | 20,492.00 | 10.87% |
| TOTAL MISC & PROJECTS | 4,352,992.00 | 104,255.99 | 53,647.33 | 104,255.99 | 140,951.16 | 4,107,784.85 | 5.63% |
| TOTAL EXPENDITURES | 39,432,211.58 | 7,801,890.62 | 7,100,770.59 | 7,801,890.62 | 1,894,868.21 | 29,735,452.75 | 24.59% |
| REVENUE OVER(UNDER) EXPEND. | 0.42 | 4,723,502.78 | 3,715,994.04 | 4,723,502.78 | (1,894,868.21) | (2,828,634.15) | |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2019

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|--------------------------|-------------------------------|----------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------|
| 101 GENERAL FUND | | | | | | | | |
| REVENUES | | | | | | | | |
| <u>Taxes</u> | | | | | | | | |
| 000-411100 | Advalorem Tax-Current | 14,060,000.00 | 7,742,627.95 | 6,189,809.76 | 7,742,627.95 | - | 6,317,372.05 | 55.07 |
| 000-411110 | Disable Veterans Assist Pymnt | 300,000.00 | - | - | - | - | 300,000.00 | - |
| 000-411200 | Advalorem Tax-Delinquent | 50,000.00 | 7,537.08 | 19,351.92 | 7,537.08 | - | 42,462.92 | 15.07 |
| 000-411300 | Advalorem Tax-P&I | 50,000.00 | 4,677.79 | 9,589.58 | 4,677.79 | - | 45,322.21 | 9.36 |
| 000-411500 | Sales Tax Revenue-Gen Fund | 8,944,000.00 | 2,188,966.34 | 1,980,741.99 | 2,188,966.34 | - | 6,755,033.66 | 24.47 |
| 000-411600 | Bingo Tax | 50.00 | 28.16 | 24.30 | 28.16 | - | 21.84 | 56.32 |
| 000-411700 | Mixed Beverage Tax | 44,000.00 | 20,536.50 | 11,719.73 | 20,536.50 | - | 23,463.50 | 46.67 |
| TOTAL Taxes | | 23,448,050.00 | 9,964,373.82 | 8,211,237.28 | 9,964,373.82 | - | 13,483,676.18 | 42.50% |
| <u>Franchises</u> | | | | | | | | |
| 000-421200 | Center Point/Entex Energy | 90,000.00 | 21,932.00 | 21,090.15 | 21,932.00 | - | 68,068.00 | 24.37 |
| 000-421220 | City Public Service | 1,020,000.00 | 240,156.22 | 221,017.01 | 240,156.22 | - | 779,843.78 | 23.54 |
| 000-421240 | Guadalupe Valley Elec Co-op | 455,000.00 | 103,258.20 | 94,835.39 | 103,258.20 | - | 351,741.80 | 22.69 |
| 000-421250 | New Braunfels Utilities | 78,000.00 | 17,196.00 | 14,680.66 | 17,196.00 | - | 60,804.00 | 22.05 |
| 000-421300 | Time Warner-State Franchise | 180,000.00 | 44,939.01 | 77,490.81 | 44,939.01 | - | 135,060.99 | 24.97 |
| 000-421460 | AT&T Franchise Fee | 75,000.00 | 47,327.76 | 32,096.20 | 47,327.76 | - | 27,672.24 | 63.10 |
| 000-421480 | Other Telecom Franchise - ROW | 130,000.00 | 31,396.65 | 36,745.84 | 31,396.65 | - | 98,603.35 | 24.15 |
| 000-421500 | Solid Waste Franchise Fee | 156,000.00 | 40,972.68 | 38,929.45 | 40,972.68 | - | 115,027.32 | 26.26 |
| TOTAL Franchises | | 2,184,000.00 | 547,178.52 | 536,885.51 | 547,178.52 | - | 1,636,821.48 | 25.05% |
| <u>Permits</u> | | | | | | | | |
| 000-431100 | Home Occupation Permit | 500.00 | 350.00 | 245.00 | 350.00 | - | 150.00 | 70.00 |
| 000-431205 | Bldg Permit-Residential | 550,000.00 | 112,148.00 | 129,601.00 | 112,148.00 | - | 437,852.00 | 20.39 |
| 000-431210 | Bldg Permit-Commercial | 350,000.00 | 1,906.00 | 12,909.00 | 1,906.00 | - | 348,094.00 | 0.54 |
| 000-431215 | Bldg Permit-General | 350,000.00 | 64,425.00 | 109,709.00 | 64,425.00 | - | 285,575.00 | 18.41 |
| 000-431300 | Mobile Home Permit | 400.00 | 175.00 | 125.00 | 175.00 | - | 225.00 | 43.75 |
| 000-431400 | Signs Permit | 5,600.00 | 1,671.00 | 1,880.00 | 1,671.00 | - | 3,929.00 | 29.84 |
| 000-431500 | Food Establishmnt Permit | 63,000.00 | 59,200.00 | 51,020.00 | 59,200.00 | - | 3,800.00 | 93.97 |
| 000-431700 | Plumbing Permit | 138,950.00 | 26,123.00 | 29,908.00 | 26,123.00 | - | 112,827.00 | 18.80 |
| 000-431750 | Electrical Permit | 70,900.00 | 13,580.00 | 17,520.00 | 13,580.00 | - | 57,320.00 | 19.15 |
| 000-431800 | Mechanical Permit | 68,300.00 | 13,100.00 | 14,940.00 | 13,100.00 | - | 55,200.00 | 19.18 |
| 000-431900 | Solicitor/Peddler Permit | 2,300.00 | 400.00 | 330.00 | 400.00 | - | 1,900.00 | 17.39 |
| 000-431950 | Animal/Pet Permit | 500.00 | 5.00 | - | 5.00 | - | 495.00 | 1.00 |
| 000-432000 | Cert of Occupancy Prmt | 6,300.00 | 2,100.00 | 2,200.00 | 2,100.00 | - | 4,200.00 | 33.33 |
| 000-432100 | Security Alarm Permit | 43,000.00 | 8,781.00 | 12,566.00 | 8,781.00 | - | 34,219.00 | 20.42 |
| 000-432300 | Grading/Clearing Permit | 12,500.00 | 1,595.00 | 4,151.00 | 1,595.00 | - | 10,905.00 | 12.76 |
| 000-432400 | Development Permit | 50,000.00 | 15,654.06 | 10,584.04 | 15,654.06 | - | 34,345.94 | 31.31 |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2019

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-------------------------|-----------------------------|---------------------|--------------------|-------------------|-------------------|----------------------|---------------------|----------------|
| 101 GENERAL FUND | | | | | | | | |
| REVENUES | | | | | | | | |
| 000-435000 | Fire Permit | 30,000.00 | 9,195.50 | 10,120.50 | 9,195.50 | - | 20,804.50 | 30.65 |
| TOTAL Permits | | 1,742,250.00 | 330,408.56 | 407,808.54 | 330,408.56 | - | 1,411,841.44 | 18.96% |
| Licenses | | | | | | | | |
| 000-441000 | Alcohol Beverage License | 8,100.00 | 2,272.50 | 2,310.00 | 2,272.50 | - | 5,827.50 | 28.06 |
| 000-441300 | Mobile Home License | 160.00 | 80.00 | 40.00 | 80.00 | - | 80.00 | 50.00 |
| 000-442000 | Contractors License | 45,600.00 | 9,050.00 | 8,750.00 | 9,050.00 | - | 36,550.00 | 19.85 |
| 000-444000 | Pet License | 3,000.00 | 402.00 | 850.00 | 402.00 | - | 2,598.00 | 13.40 |
| TOTAL Licenses | | 56,860.00 | 11,804.50 | 11,950.00 | 11,804.50 | - | 45,055.50 | 20.76% |
| Fees | | | | | | | | |
| 000-451000 | Municipal Court Fines | 664,160.00 | 147,599.30 | 163,810.65 | 147,599.30 | - | 516,560.70 | 22.22 |
| 000-451100 | Arrest Fee | 25,680.00 | 5,908.86 | 6,585.28 | 5,908.86 | - | 19,771.14 | 23.01 |
| 000-451110 | Expunction Fee | 160.00 | - | - | - | - | 160.00 | 0.00 |
| 000-451200 | Warrant Fees | 73,560.00 | 14,604.45 | 14,977.10 | 14,604.45 | - | 58,955.55 | 19.85 |
| 000-451340 | Judicial Fee-City | 3,432.00 | 788.71 | 860.22 | 788.71 | - | 2,643.29 | 22.98 |
| 000-451400 | Traffic Fine Costs TTL | 12,168.00 | 2,768.82 | 3,210.43 | 2,768.82 | - | 9,399.18 | 22.75 |
| 000-451510 | Juvenile Case Mgmt Fee | 28,668.00 | 6,572.43 | 7,198.59 | 6,572.43 | - | 22,095.57 | 22.93 |
| 000-451520 | Truancy Fees | 5,352.00 | 1,245.12 | 1,370.82 | 1,245.12 | - | 4,106.88 | 23.26 |
| 000-451600 | Technology Fund Fee | 22,992.00 | 5,258.33 | 5,767.53 | 5,258.33 | - | 17,733.67 | 22.87 |
| 000-451700 | Security Fee | 17,244.00 | 3,943.77 | 4,325.67 | 3,943.77 | - | 13,300.23 | 22.87 |
| 000-451800 | Time Payment Fee-City | 4,968.00 | 1,154.01 | 1,212.00 | 1,154.01 | - | 3,813.99 | 23.23 |
| 000-451850 | State Fines 10% Service Fee | 38,752.00 | 8,405.72 | 11,167.35 | 8,405.72 | - | 30,346.28 | 21.69 |
| 000-451900 | DPS Payment-Local | 5,592.00 | 1,048.92 | 1,200.01 | 1,048.92 | - | 4,543.08 | 18.76 |
| 000-452000 | Child Safety Fee | 10,356.00 | 2,612.56 | 3,319.49 | 2,612.56 | - | 7,743.44 | 25.23 |
| 000-452100 | Platting Fees | 59,000.00 | 1,500.00 | 21,500.00 | 1,500.00 | - | 57,500.00 | 2.54 |
| 000-452200 | Site Plan Fee | 36,000.00 | 500.00 | 7,000.00 | 500.00 | - | 35,500.00 | 1.39 |
| 000-452300 | Plan Check Fee | 625,000.00 | 82,312.25 | 131,060.93 | 82,312.25 | - | 542,687.75 | 13.17 |
| 000-452320 | Tree Mitigation Admin Fee | 15,000.00 | 10,287.30 | (225.00) | 10,287.30 | - | 4,712.70 | 68.58 |
| 000-452400 | BOA/Variance Fees | 5,000.00 | - | 1,000.00 | - | - | 5,000.00 | 0.00 |
| 000-452600 | Specific Use/Zone Chng Fee | 18,000.00 | 11,250.00 | 8,000.00 | 11,250.00 | - | 6,750.00 | 62.50 |
| 000-452710 | Zoning Ltr & Dev Rights | 1,950.00 | 2,100.00 | 1,050.00 | 2,100.00 | - | (150.00) | 107.69 |
| 000-453100 | Reinspection Fees | 170,000.00 | 42,425.00 | 48,050.00 | 42,425.00 | - | 127,575.00 | 24.96 |
| 000-453110 | Swim Pool Inspection Fee | 2,500.00 | 660.00 | - | 660.00 | - | 1,840.00 | 26.40 |
| 000-453200 | Lot Abatement | 5,000.00 | 600.00 | - | 600.00 | - | 4,400.00 | 12.00 |
| 000-453211 | Admin Fee-Inspections | 18,600.00 | 3,600.00 | 4,300.00 | 3,600.00 | - | 15,000.00 | 19.35 |
| 000-453710 | Foster Care | 500.00 | 150.00 | 100.00 | 150.00 | - | 350.00 | 30.00 |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2019

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------|--------------------------------|---------------------|--------------------|-------------------|-------------------|----------------------|---------------------|----------------|
| 101 GENERAL FUND | | | | | | | | |
| REVENUES | | | | | | | | |
| 000-454200 | Pool Gate Admission Fee | 24,000.00 | 30.00 | (54.00) | 30.00 | - | 23,970.00 | 0.13 |
| 000-454300 | Seasonal Pool Pass Fee | 5,000.00 | - | - | - | - | 5,000.00 | 0.00 |
| 000-456500 | HAZ MAT Fees | 5,000.00 | - | 1,041.25 | - | - | 5,000.00 | 0.00 |
| 000-456600 | Fire Re-inspection Fee | 1,000.00 | 200.00 | 100.00 | 200.00 | - | 800.00 | 20.00 |
| 000-458000 | Sale of General Fixed Assets | 20,000.00 | - | - | - | - | 20,000.00 | 0.00 |
| 000-458110 | Sale of Mdse - GovDeals | 80,000.00 | 15,185.12 | 36,116.69 | 15,185.12 | - | 64,814.88 | 18.98 |
| 000-458400 | Civic Center Rental Fees | 200,000.00 | (395.00) | 49,038.37 | (395.00) | - | 200,395.00 | -0.20 |
| 000-458401 | Capital Recovery Fee-Civic C | 7,500.00 | 7,025.00 | 2,990.00 | 7,025.00 | - | 475.00 | 93.67 |
| 000-458450 | North Center Rental Fees | 23,000.00 | 5,100.00 | 6,227.50 | 5,100.00 | - | 17,900.00 | 22.17 |
| 000-458460 | Senior Center Rental | 7,000.00 | 2,100.00 | 2,100.00 | 2,100.00 | - | 4,900.00 | 30.00 |
| 000-458500 | Community Center Rental Fees | 35,000.00 | 7,716.50 | 10,616.00 | 7,716.50 | - | 27,283.50 | 22.05 |
| 000-458550 | Pavilion Rental Fees | 20,000.00 | 3,065.00 | 2,681.00 | 3,065.00 | - | 16,935.00 | 15.33 |
| 000-458560 | Chamber of Comm Rent | 7,500.00 | 1,950.00 | 1,950.00 | 1,950.00 | - | 5,550.00 | 26.00 |
| 000-458570 | Non-Resident SYSA League | 10,000.00 | - | - | - | - | 10,000.00 | 0.00 |
| 000-458650 | NonResident User Fee-BVYA | 10,000.00 | - | 3,240.00 | - | - | 10,000.00 | 0.00 |
| 000-458660 | BVYA Utility Reimbursement | 15,000.00 | - | - | - | - | 15,000.00 | 0.00 |
| 000-458670 | SYSA Utility Reimbursement | 7,500.00 | 2,362.78 | - | 2,362.78 | - | 5,137.22 | 31.50 |
| 000-458675 | Lions Futbol Utility Reimbrsmt | 10,000.00 | 3,516.00 | 3,516.00 | 3,516.00 | - | 6,484.00 | 35.16 |
| 000-458700 | Vehicle Impoundment | 10,000.00 | - | 1,910.00 | - | - | 10,000.00 | 0.00 |
| 000-459200 | NSF Check Fee | 100.00 | 25.00 | - | 25.00 | - | 75.00 | 25.00 |
| 000-459300 | Notary Fee | 100.00 | 18.00 | - | 18.00 | - | 82.00 | 18.00 |
| 000-459600 | Animal Adoption Fee | 12,000.00 | 3,865.00 | 4,171.00 | 3,865.00 | - | 8,135.00 | 32.21 |
| 000-459700 | Pet Impoundment Fee | 5,000.00 | 2,342.00 | 1,365.00 | 2,342.00 | - | 2,658.00 | 46.84 |
| 000-459800 | Police Reports Fee | 5,800.00 | 314.30 | 1,554.40 | 314.30 | - | 5,485.70 | 5.42 |
| TOTAL Fees | | 2,390,134.00 | 494,834.73 | 579,875.39 | 494,834.73 | - | 1,895,299.27 | 20.70% |
| Fines | | | | | | | | |
| 000-463000 | Library Fines | 12,000.00 | 2,815.42 | 2,694.21 | 2,815.42 | - | 9,184.58 | 23.46 |
| TOTAL Fines | | 12,000.00 | 2,815.42 | 2,694.21 | 2,815.42 | - | 9,184.58 | 23.46% |
| Inter-Jurisdictional | | | | | | | | |
| 000-473100 | Bexar Co - Fire | 21,077.00 | - | - | - | - | 21,077.00 | 0.00 |
| 000-473200 | City of Seguin-Fire Contract | 30,107.00 | 7,526.94 | 2,508.98 | 7,526.94 | - | 22,580.06 | 25.00 |
| 000-473300 | Guadalupe Co-Library | 217,152.00 | - | 54,288.00 | - | - | 217,152.00 | 0.00 |
| 000-473400 | Randolph AFB-Animal Control | 500.00 | - | - | - | - | 500.00 | 0.00 |
| 000-474200 | Library Services-Cibolo | 40,000.00 | 30.00 | - | 30.00 | - | 39,970.00 | 0.08 |
| 000-474210 | Library Services-Selma | 24,000.00 | - | - | - | - | 24,000.00 | 0.00 |
| 000-474400 | Dispatch Service-Cibolo | 166,000.00 | - | - | - | - | 166,000.00 | 0.00 |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2019

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|--------------------------------|---------------------|--------------------|-------------------|-------------------|----------------------|---------------------|----------------|
| 101 GENERAL FUND | | | | | | | | |
| REVENUES | | | | | | | | |
| 000-474600 | School Crossing Guard-Bexar Co | 36,000.00 | 9,042.63 | 2,942.32 | 9,042.63 | - | 26,957.37 | 25.12 |
| 000-474610 | School Cross Guard-Guadalupe C | 39,000.00 | 9,541.02 | 6,207.67 | 9,541.02 | - | 29,458.98 | 24.46 |
| 000-474700 | School Officer Funding | 353,600.00 | 88,400.00 | - | 88,400.00 | - | 265,200.00 | 25.00 |
| 000-474750 | Crime Victim Liaison Agreement | 50,000.00 | 37,500.00 | - | 37,500.00 | - | 12,500.00 | 75.00 |
| TOTAL Inter-Jurisdictional | | 977,436.00 | 152,040.59 | 65,946.97 | 152,040.59 | - | 825,395.41 | 15.56% |
| Fund Transfers | | | | | | | | |
| 000-480000 | Indirect Costs-EMS | 179,100.00 | 44,775.00 | 43,896.75 | 44,775.00 | - | 134,325.00 | 25.00 |
| 000-480100 | Indirect Costs-Hotel/Motel | 74,428.00 | 18,607.03 | 16,895.53 | 18,607.03 | - | 55,820.97 | 25.00 |
| 000-481000 | Transfer In - Reserves | 4,895,915.00 | - | - | - | - | 4,895,915.00 | 0.00 |
| 000-485000 | Interfund Charges-Drainage-5% | 243,114.00 | 60,776.50 | 73,789.22 | 60,776.50 | - | 182,337.50 | 25.00 |
| 000-486000 | Interfund Chrges-Admin W&S | 1,404,372.00 | 346,249.97 | 341,499.47 | 346,249.97 | - | 1,058,122.03 | 24.66 |
| 000-486202 | Transfer In-Water&Sewer Fund | 4,000.00 | - | - | - | - | 4,000.00 | 0.00 |
| 000-486203 | Transfer In-EMS | 4,000.00 | - | - | - | - | 4,000.00 | 0.00 |
| 000-486204 | Transfer In-Drainage | 1,000.00 | - | - | - | - | 1,000.00 | 0.00 |
| 000-487000 | Interfund Charges-Fleet | 361,258.00 | 90,166.78 | 92,918.11 | 90,166.78 | - | 271,091.22 | 24.96 |
| 000-488000 | Interfund Charges-4B | 461,045.00 | 230,818.00 | 228,315.00 | 230,818.00 | - | 230,227.00 | 50.06 |
| 000-489000 | Transfer In | 86,000.00 | - | - | - | - | 86,000.00 | 0.00 |
| TOTAL Fund Transfers | | 7,714,232.00 | 791,393.28 | 797,314.08 | 791,393.28 | - | 6,922,838.72 | 10.26% |
| Miscellaneous | | | | | | | | |
| 000-491000 | Interest Earned | 80,000.00 | 12,447.85 | 16,198.08 | 12,447.85 | - | 67,552.15 | 15.56 |
| 000-491200 | Investment Income | 400,000.00 | 91,525.06 | 83,585.63 | 91,525.06 | - | 308,474.94 | 22.88 |
| 000-493120 | Donations-Public Library | 10,000.00 | 999.00 | 5,892.50 | 999.00 | - | 9,001.00 | 9.99 |
| 000-493400 | Donations-Animal Control | 5,000.00 | 2,044.00 | 867.75 | 2,044.00 | - | 2,956.00 | 40.88 |
| 000-493460 | Donations- Parks | 10,000.00 | - | - | - | - | 10,000.00 | 0.00 |
| 000-493465 | Donations-Senior Center | 10,000.00 | 3,479.37 | 3,064.03 | 3,479.37 | - | 6,520.63 | 34.79 |
| 000-493505 | Donations-Police Events | 3,000.00 | - | - | - | - | 3,000.00 | 0.00 |
| 000-493700 | July 4th Activities | 26,000.00 | - | - | - | - | 26,000.00 | 0.00 |
| 000-493701 | Proceeds-Holidazzle | 1,500.00 | - | - | - | - | 1,500.00 | 0.00 |
| 000-493704 | Moving on Main | 3,000.00 | - | - | - | - | 3,000.00 | 0.00 |
| 000-494482 | Grants-Police, Fire, Gen Fund | 2,500.00 | - | - | - | - | 2,500.00 | 0.00 |
| 000-495100 | Mobile Stage Rental Fees | 2,100.00 | 1,550.00 | - | 1,550.00 | - | 550.00 | 73.81 |
| 000-497000 | Misc Income-Gen Fund | 25,000.00 | 17,569.72 | (1,921.20) | 17,569.72 | - | 7,430.28 | 70.28 |
| 000-497005 | Schertz Magazine Advertising | 140,000.00 | 34,650.00 | 36,850.00 | 34,650.00 | - | 105,350.00 | 24.75 |
| 000-497100 | Misc Income-Police | 9,000.00 | 3,717.60 | 1,275.41 | 3,717.60 | - | 5,282.40 | 41.31 |
| 000-497106 | Misc Income-Special Events | 14,150.00 | - | - | - | - | 14,150.00 | 0.00 |
| 000-497200 | Misc Income-Library | 4,500.00 | 1,092.50 | 1,104.45 | 1,092.50 | - | 3,407.50 | 24.28 |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2019

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|----------------------------|--------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------|
| 101 GENERAL FUND | | | | | | | | |
| REVENUES | | | | | | | | |
| 000-497210 | Misc Income-Library Copier | 18,000.00 | 4,606.95 | 4,749.50 | 4,606.95 | - | 13,393.05 | 25.59 |
| 000-497400 | Misc Income-Streets Dept | 30,000.00 | 3,953.29 | 5,444.25 | 3,953.29 | - | 26,046.71 | 13.18 |
| 000-497500 | Misc Income-TML Ins. Claims | 20,000.00 | 14,115.81 | 1,816.95 | 14,115.81 | - | 5,884.19 | 70.58 |
| 000-497550 | Misc Income-TML WC Reimbursmnt | 10,000.00 | 1,234.86 | - | 1,234.86 | - | 8,765.14 | 12.35 |
| 000-497600 | Misc Income-Vending Mach | 2,500.00 | 539.20 | 790.13 | 539.20 | - | 1,960.80 | 21.57 |
| 000-498000 | Reimbursmnt-Gen Fund | 20,000.00 | - | - | - | - | 20,000.00 | 0.00 |
| 000-498105 | Reimbursmt Police OT-DEA | 18,000.00 | - | 3,198.67 | - | - | 18,000.00 | 0.00 |
| 000-498110 | Reimbursmnt Fire-Emg Acti-OT | 30,000.00 | 23,412.08 | 21,074.07 | 23,412.08 | - | 6,587.92 | 78.04 |
| 000-498150 | Reimbursement - Library | 13,000.00 | 13,509.00 | 13,018.19 | 13,509.00 | - | (509.00) | 103.92 |
| TOTAL Miscellaneous | | 907,250.00 | 230,543.98 | 203,052.65 | 230,543.98 | - | 676,706.02 | 25.41% |
| TOTAL REVENUES | | 39,432,212.00 | 12,525,393.40 | 10,816,764.63 | 12,525,393.40 | - | 26,906,818.60 | 31.76% |

GENERAL FUND
CASH IN BANK AND INVESTMENTS

AS OF: December 31, 2019

Cash in Bank

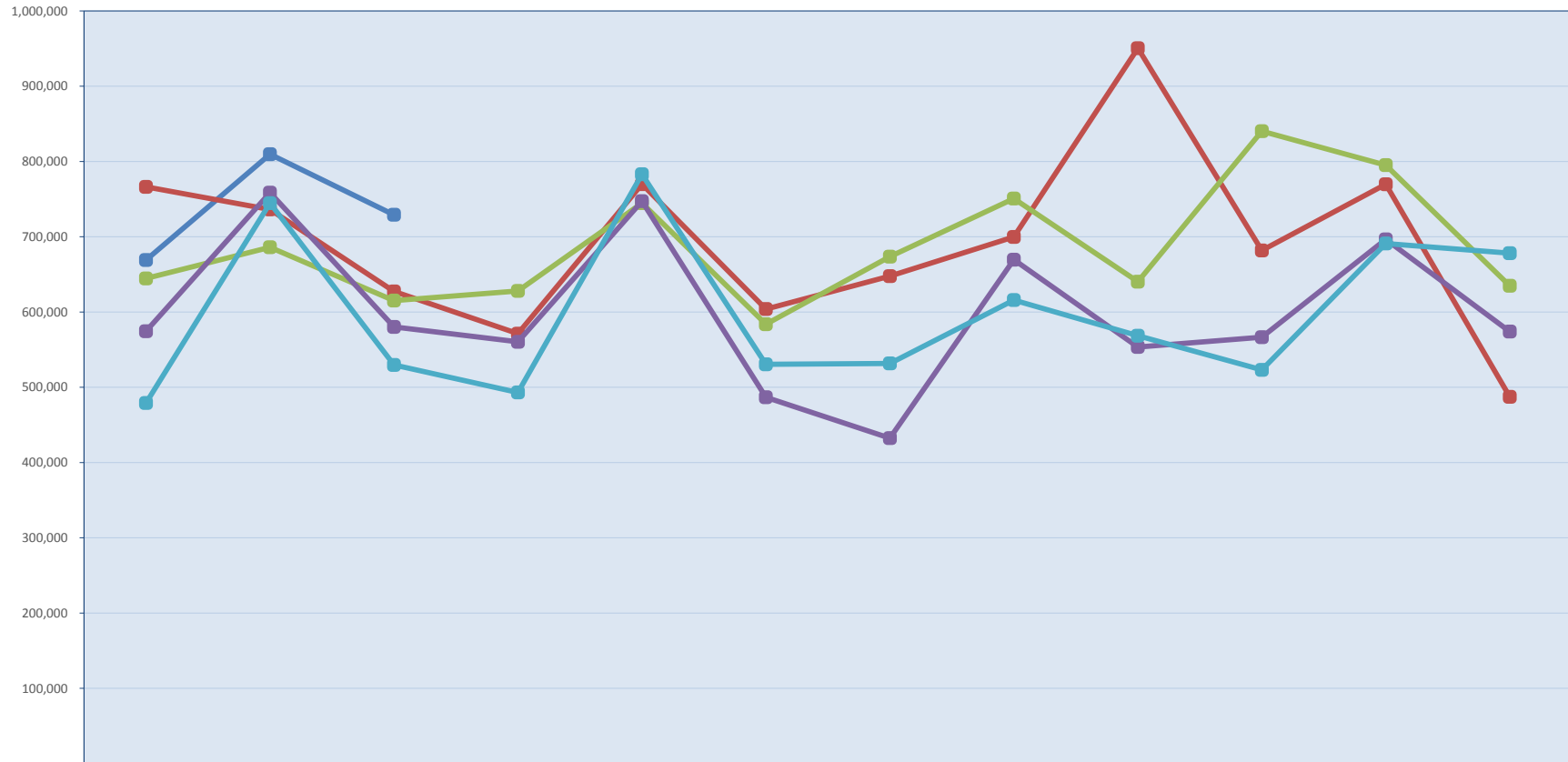
| | |
|---------------------------------------|-----------------|
| Claim on Operating Cash Pool-Checking | \$ 1,093,060.94 |
|---------------------------------------|-----------------|

Cash in Investments

| | |
|---------------------------------------|---------------------|
| LOGIC Investment-General Fund | 16,119,060.84 |
| LOGIC Investment-Equip Replacement | 78,475.42 |
| LOGIC Investment-Veh Replacement | 529,141.46 |
| LOGIC Investment-Air Condi Replacment | 287,963.02 |
| BBVA CD Investment | 1,042,371.85 |
| CAPITAL ONE Investment-General Fund | <u>1,420,686.87</u> |

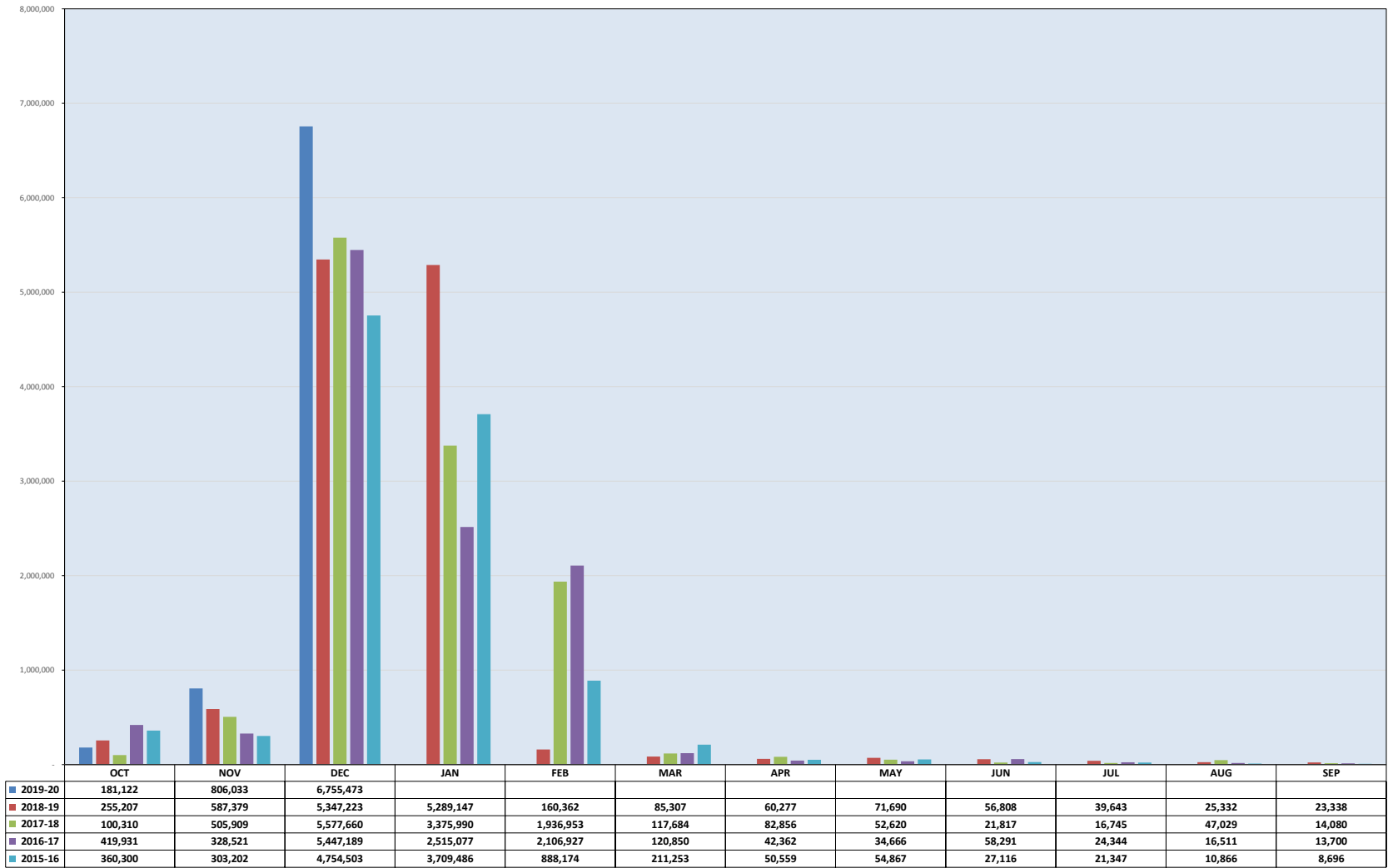
| | |
|---|--------------------------------|
| Total Cash in Bank & Investments | <u>\$ 20,570,760.40</u> |
|---|--------------------------------|

Sales Tax-General Fund



| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2019-20 | 669,061 | 809,661 | 729,135 | | | | | | | | | |
| 2018-19 | 766,254 | 736,285 | 627,360 | 571,251 | 769,881 | 603,905 | 647,650 | 699,759 | 950,507 | 681,755 | 769,754 | 487,275 |
| 2017-18 | 644,584 | 686,048 | 615,170 | 627,981 | 744,714 | 583,818 | 673,567 | 750,755 | 640,283 | 840,254 | 795,116 | 634,780 |
| 2016-17 | 574,470 | 758,598 | 580,171 | 560,431 | 747,281 | 486,739 | 432,444 | 669,542 | 553,540 | 566,565 | 696,536 | 573,973 |
| 2015-16 | 479,069 | 744,668 | 529,686 | 493,136 | 783,019 | 530,498 | 531,707 | 615,841 | 568,508 | 523,141 | 691,061 | 678,167 |

ADVALOREM TAX



CITY PUBLIC SERVICE



■ 2019-20 OCT
 ■ 2018-19 OCT
 ■ 2017-18 OCT
 ■ 2016-17 OCT
 ■ 2015-16 OCT

CITY OF SCHERTZ
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: December 31, 2019

| 106-SPECIAL EVENTS FUND | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|---------------------------|----------------------------|-------------------------|---------------------|------------------------------|---------------------------|------------------------|
| FINANCIAL SUMMARY | | | | | | | |
| REVENUE SUMMARY | | | | | | | |
| Miscellaneous | 24,510.00 | 37,968.59 | 33,156.46 | 37,968.59 | - | (13,458.59) | 154.91 |
| TOTAL REVENUES | 24,510.00 | 37,968.59 | 33,156.46 | 37,968.59 | - | (13,458.59) | 154.91% |
| EXPENDITURE SUMMARY | | | | | | | |
| GENERAL GOVERNMENT | | | | | | | |
| CULTURAL | | | | | | | |
| WALK FOR LIFE | 9,000.00 | - | - | - | - | 9,000.00 | - |
| HAL BALDWIN SCHOLARSHIP | 15,510.00 | 11,845.30 | 10,611.62 | 11,845.30 | - | 3,664.70 | 76.37 |
| TOTAL CULTURAL | 24,510.00 | 9,895.30 | 31,463.68 | 9,895.30 | 862.01 | 13,752.69 | 43.89% |
| TOTAL EXPENDITURES | 24,510.00 | 9,895.30 | 31,463.68 | 9,895.30 | 862.01 | 13,752.69 | 43.89% |
| REVENUE OVER(UNDER) EXPEND | 0.00 | 28,073.29 | 1,692.78 | 28,073.29 | (862.01) | (27,211.28) | |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2019

| 106-SPECIAL EVENTS FUND | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-------------------------|------------------------------|-------------------|--------------------|------------------|-----------------|----------------------|-------------------|----------------|
| REVENUES | | | | | | | | |
| <u>Fund Transfers</u> | | | | | | | | |
| TOTAL Fund Transfers | | - | - | - | - | - | - | 0.00% |
| <u>Miscellaneous</u> | | | | | | | | |
| 000-491200 | Investment Income | - | 88.59 | 106.46 | 88.59 | - | (88.59) | 0.00 |
| 000-492200 | Wilenchik Walk for Life | 9,000.00 | - | - | - | - | 9,000.00 | 0.00 |
| 000-493000 | July 4th Activities | - | - | (70.00) | - | - | - | 0.00 |
| 000-493150 | SchertzQ | - | - | (1,250.00) | - | - | - | 0.00 |
| 000-493455 | Proceeds-Festival of Angels | - | 12,270.00 | 4,170.00 | 12,270.00 | - | (12,270.00) | 0.00 |
| 000-493621 | Hal Baldwin Scholarship | 15,510.00 | 24,350.00 | 28,750.00 | 24,350.00 | - | (8,840.00) | 157.00 |
| 000-497000 | Misc Income - Special Events | - | 1,260.00 | 1,450.00 | 1,260.00 | - | (1,260.00) | 0.00 |
| TOTAL Miscellaneous | | 24,510.00 | 37,968.59 | 33,156.46 | 37,968.59 | - | (13,458.59) | 154.91% |
| TOTAL REVENUES | | 24,510.00 | 37,968.59 | 33,156.46 | 37,968.59 | - | (13,458.59) | 154.91% |

SPECIAL EVENTS FUND
CASH IN BANK AND INVESTMENTS

AS OF: December 31, 2019

| | |
|---------------------------------------|----------------------|
| Cash in Bank | |
| Claim on Operating Cash Pool-Checking | \$ 118,717.04 |
| Cash in Investments | |
| Texas Class- Special Events | <u>17,902.77</u> |
| Total Cash in Bank & Investments | <u>\$ 136,619.81</u> |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31st, 2019

| | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|-------------------|--------------------|------------------|------------------|----------------------|--------------------|----------------|
| 110-PEG FUND | | | | | | | |
| FINANCIAL SUMMARY | | | | | | | |
| REVENUE SUMMARY | | | | | | | |
| Franchises | 90,000.00 | 21,937.84 | 20,983.42 | 21,937.84 | - | 68,062.16 | 24.38 |
| Fund Transfers | 28,000.00 | - | - | - | - | 28,000.00 | - |
| TOTAL REVENUES | 118,000.00 | 21,937.84 | 20,983.42 | 21,937.84 | - | 96,062.16 | 18.59% |
| EXPENDITURE SUMMARY | | | | | | | |
| GENERAL GOVERNMENT | | | | | | | |
| <u>Non Departmental</u> | | | | | | | |
| MISC & PROJECTS | | | | | | | |
| <u>Projects</u> | | | | | | | |
| Professional Services | 75,000.00 | - | - | - | - | 75,000.00 | - |
| Capital Outlay | 43,000.00 | - | - | - | - | 43,000.00 | - |
| TOTAL MISC & PROJECTS | 118,000.00 | - | - | - | - | 118,000.00 | 0.00% |
| TOTAL EXPENDITURES | 118,000.00 | - | - | - | - | 118,000.00 | 0.00% |
| REVENUE OVER(UNDER) EXPEND | 0.00 | 21,937.84 | 20,983.42 | 21,937.84 | - | (21,937.84) | |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30, 2019

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------|------------------------|-------------------|--------------------|------------------|------------------|----------------------|-------------------|----------------|
| 110-PEG FUND | | | | | | | | |
| REVENUES | | | | | | | | |
| <u>Franchises</u> | | | | | | | | |
| 000-421350 | Time Warner - PEG Fee | 60,000.00 | 15,465.00 | 14,889.38 | 15,465.00 | - | 44,535.00 | 25.78 |
| 000-421465 | AT&T PEG Fee | 30,000.00 | 6,472.84 | 6,094.04 | 6,472.84 | - | 23,527.16 | 21.58 |
| TOTAL Franchises | | 90,000.00 | 21,937.84 | 20,983.42 | 21,937.84 | - | 68,062.16 | 24.38% |
| <u>Fund Transfers</u> | | | | | | | | |
| 000-481000 | Transfer In - Reserves | 28,000.00 | - | - | - | - | 28,000.00 | 0.00 |
| TOTAL Fund Transfers | | 28,000.00 | - | - | - | - | 28,000.00 | 0.00% |
| <u>Miscellaneous</u> | | | | | | | | |
| TOTAL REVENUES | | 118,000.00 | 21,937.84 | 20,983.42 | 21,937.84 | - | 96,062.16 | 18.59% |

PEG FUND
CASH IN BANK AND INVESTMENTS

AS OF: December 31st, 2019

Cash in Bank

Cash Balance

\$ 807,646.33

Total Cash in Bank & Investments

\$ 807,646.33

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: December 31, 2019

| | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|---------------------------------|----------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------|
| 202-WATER & SEWER | | | | | | | |
| FINANCIAL SUMMARY | | | | | | | |
| REVENUE SUMMARY | | | | | | | |
| Franchises | 227,380.00 | 10,126.02 | - | 10,126.02 | - | 217,253.98 | 4.45 |
| Fees | 24,575,500.00 | 6,374,521.13 | 5,735,695.56 | 6,374,521.13 | - | 18,200,978.87 | 25.94 |
| Fund Transfers | 2,633,255.00 | 36,600.00 | 242,552.27 | 36,600.00 | - | 2,596,655.00 | 1.39 |
| Miscellaneous | 465,218.00 | 96,387.17 | 77,469.91 | 96,387.17 | - | 368,830.83 | 20.72 |
| TOTAL REVENUES | 27,901,353.00 | 6,520,634.32 | 6,055,717.74 | 6,520,634.32 | - | 21,380,718.68 | 23.37% |
| EXPENDITURE SUMMARY | | | | | | | |
| NON DEPARTMENTAL | | | | | | | |
| Fund Charges/Transfers | 3,250,000.00 | - | - | - | - | 3,250,000.00 | - |
| TOTAL NON DEPARTMENTAL | 3,250,000.00 | - | - | - | - | 3,250,000.00 | 0.00% |
| BUSINESS OFFICE | | | | | | | |
| Personnel Services | 479,478.00 | 119,908.23 | 98,327.57 | 119,908.23 | 4,948.18 | 354,621.59 | 26.04 |
| Supplies | 3,800.00 | 204.40 | 187.28 | 204.40 | 803.80 | 2,791.80 | 26.53 |
| City Support Services | 5,655.00 | - | 50.00 | - | 600.00 | 5,055.00 | 10.61 |
| Utility Services | 10,700.00 | 1,352.64 | 151.03 | 1,352.64 | - | 9,347.36 | 12.64 |
| Operations Support | 158,500.00 | 16,276.94 | 30,635.04 | 16,276.94 | 6,541.90 | 135,681.16 | 14.40 |
| Staff Support | 6,250.00 | 803.19 | 376.18 | 803.19 | 644.21 | 4,802.60 | 23.16 |
| Professional Services | 243,000.00 | 46,432.57 | 45,486.96 | 46,432.57 | - | 196,567.43 | 19.11 |
| Maintenance Services | 8,040.00 | 840.00 | 2,760.00 | 840.00 | 31,026.00 | (23,826.00) | 396.34 |
| Operating Equipment | 600.00 | - | 359.97 | - | 149.99 | 450.01 | 25.00 |
| Capital Outlay | 30,000.00 | - | - | - | - | 30,000.00 | - |
| TOTAL BUSINESS OFFICE | 946,023.00 | 185,817.97 | 178,334.03 | 185,817.97 | 44,714.08 | 715,490.95 | 24.37% |
| W & S ADMINISTRATION | | | | | | | |
| Personnel Services | 1,467,365.00 | 409,589.36 | 313,020.33 | 409,589.36 | 15,546.77 | 1,042,228.87 | 28.97 |
| Supplies | 187,500.00 | 22,634.95 | 11,143.97 | 22,634.95 | 79,849.11 | 85,015.94 | 54.66 |
| City Support Services | 159,603.00 | 59,149.19 | 43,665.44 | 59,149.19 | 78.43 | 100,375.38 | 37.11 |
| Utility Services | 3,575,800.00 | 814,722.69 | 662,708.66 | 814,722.69 | 119.78 | 2,760,957.53 | 22.79 |
| Operations Support | 11,300.00 | 2,043.26 | 1,313.08 | 2,043.26 | 246.66 | 9,010.08 | 20.26 |
| Staff Support | 38,000.00 | 13,484.26 | 8,653.35 | 13,484.26 | 392.00 | 24,123.74 | 36.52 |
| City Assistance | 1,500.00 | 76.00 | - | 76.00 | - | 1,424.00 | 5.07 |
| Professional Services | 406,179.00 | 34,443.74 | 70,189.82 | 34,443.74 | 20,630.57 | 351,104.69 | 13.56 |
| Fund Charges/Transfers | 6,355,471.00 | 1,775,670.01 | 1,880,908.52 | 1,775,670.01 | - | 4,579,800.99 | 27.94 |
| Maintenance Services | 9,200,490.00 | 1,512,066.48 | 1,300,337.74 | 1,512,066.48 | 3,842.59 | 7,684,580.93 | 16.48 |
| Other Costs | 40,000.00 | 36,605.45 | - | 36,605.45 | - | 3,394.55 | 91.51 |
| Debt Service | 2,100,622.00 | - | - | - | 879,387.50 | 1,221,234.50 | 41.86 |
| Rental/Leasing | 4,500.00 | 31,743.83 | 31,754.99 | 31,743.83 | - | (27,243.83) | 705.42 |
| Operating Equipment | 8,000.00 | 923.94 | - | 923.94 | 249.55 | 6,826.51 | 14.67 |

CITY OF SCHERTZ

REVENUE AND EXPENSE REPORT (UNAUDITED)

AS OF: December 31, 2019

| | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|--|----------------------|---------------------|---------------------|---------------------|-----------------------|----------------------|----------------|
| 202-WATER & SEWER | | | | | | | |
| FINANCIAL SUMMARY | | | | | | | |
| Capital Outlay | 149,000.00 | 10,998.00 | 190,315.00 | 10,998.00 | 21,864.85 | 116,137.15 | 22.06 |
| TOTAL PUBLIC WORKS | 23,705,330.00 | 4,724,151.16 | 4,514,010.90 | 4,724,151.16 | 1,022,207.81 | 17,958,971.03 | 24.24% |
| MISC & PROJECTS | | | | | | | |
| PROJECTS | | | | | | | |
| SEWER PROJECT | | | | | | | |
| TOTAL EXPENDITURES | 27,901,353.00 | 4,924,049.13 | 4,692,344.93 | 4,924,049.13 | 1,089,990.89 | 21,887,312.98 | 21.55% |
| ** REVENUE OVER(UNDER)EXPENSES ** | 0.00 | 1,596,585.19 | 1,363,372.81 | 1,596,585.19 | (1,089,990.89) | (506,594.30) | |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: December 31, 2019

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|---|--------------------------------|----------------------|---------------------|---------------------|---------------------|----------------------|----------------------|----------------|
| 202-WATER & SEWER REVENUES | | | | | | | | |
| <u>Franchises</u> | | | | | | | | |
| 000-421490 | Cell Tower Leasing | 227,380.00 | 10,126.02 | - | 10,126.02 | - | 217,253.98 | 4.45 |
| TOTAL Franchises | | 227,380.00 | 10,126.02 | - | 10,126.02 | - | 217,253.98 | 4.45% |
| <u>Permits</u> | | | | | | | | |
| 000-432400 | Development Permit | | - | - | - | - | - | 0.00% |
| <u>Fees</u> | | | | | | | | |
| 000-455200 | Garbage Collection Fee | 5,280,000.00 | 1,314,840.66 | 1,306,937.95 | 1,314,840.66 | - | 3,965,159.34 | 24.90 |
| 000-455600 | Fire Line Fees | 33,000.00 | - | - | - | - | 33,000.00 | - |
| 000-455700 | Recycle Fee Revenue | 336,000.00 | 81,958.35 | 84,488.61 | 81,958.35 | - | 254,041.65 | 24.39 |
| 000-455800 | W&S Line Constructn Reimbur | 20,000.00 | 5,799.02 | 5,782.00 | 5,799.02 | - | 14,200.98 | 29.00 |
| 000-457100 | Sale of Water | 10,914,000.00 | 2,899,393.48 | 2,448,399.41 | 2,899,393.48 | - | 8,014,606.52 | 26.57 |
| 000-457110 | Edwards Water Lease | 40,000.00 | 48,196.28 | - | 48,196.28 | - | (8,196.28) | 120.49 |
| 000-457120 | Water Transfer Charge-Selma | 30,000.00 | 4,645.63 | 21,246.88 | 4,645.63 | - | 25,354.37 | 15.49 |
| 000-457200 | Sale of Meters | 120,000.00 | 18,221.00 | 23,531.00 | 18,221.00 | - | 101,779.00 | 15.18 |
| 000-457400 | Sewer Charges | 7,550,000.00 | 1,935,500.12 | 1,838,573.03 | 1,935,500.12 | - | 5,614,499.88 | 25.64 |
| 000-457500 | Water Penalties | 250,000.00 | 64,866.59 | 6,086.68 | 64,866.59 | - | 185,133.41 | 25.95 |
| 000-459200 | NSF Check Fee-Water&Sewer | 2,500.00 | 1,100.00 | 650.00 | 1,100.00 | - | 1,400.00 | 44.00 |
| TOTAL Fees | | 24,575,500.00 | 6,374,521.13 | 5,735,695.56 | 6,374,521.13 | - | 18,200,978.87 | 25.94% |
| <u>Fund Transfers</u> | | | | | | | | |
| 000-486000 | Transfer In - Reserves | 2,486,855.00 | - | - | - | - | 2,486,855.00 | - |
| 000-486204 | Interfnd Chrg-Drainage Billing | 146,400.00 | | 35,250.00 | 36,600.00 | - | 109,800.00 | 25.00 |
| TOTAL Fund Transfers | | 2,633,255.00 | - | 242,552.27 | 36,600.00 | - | 2,596,655.00 | 1.39% |
| <u>Miscellaneous</u> | | | | | | | | |
| 000-490000 | Misc Charges | 5,000.00 | 3,278.00 | 2,741.00 | 3,278.00 | - | 1,722.00 | 65.56 |
| 000-491000 | Interest Earned | 75,000.00 | 15,023.96 | 17,979.55 | 15,023.96 | - | 59,976.04 | 20.03 |
| 000-491200 | Investment Income | 240,000.00 | 46,221.60 | 55,953.78 | 46,221.60 | - | 193,778.40 | 19.26 |
| 000-497000 | Misc Income-W&S | 20,000.00 | (531.26) | 795.58 | (531.26) | - | 20,531.26 | (2.66) |
| 000-498110 | Salary Reimb-SSLCG | 125,218.00 | | - | 32,393.87 | - | 92,824.13 | 25.87 |
| TOTAL Miscellaneous | | 465,218.00 | 63,993.30 | 77,469.91 | 96,387.17 | - | 368,830.83 | 20.72% |
| TOTAL REVENUES | | 27,901,353.00 | 6,448,640.45 | 6,055,717.74 | 6,520,634.32 | - | 21,380,718.68 | 23.37% |

WATER & SEWER
CASH IN BANK AND INVESTMENTS

AS OF: December 31, 2019

Cash in Bank

| | |
|---------------------------------------|---------------|
| Claim on Operating Cash Pool-Checking | \$ 272,914.88 |
|---------------------------------------|---------------|

Cash in Investments

| | |
|---|---------------------|
| Lone Star Investment-Water&Sewer | 9,363,487.69 |
| Lone Star Investment-W&S Customer Deposits | 314,728.33 |
| Lone Star Investment-W&S Equip Replacement | 189,229.48 |
| Lone Star Investment-W&S Veh Replacement | 273,359.16 |
| Schertz Bank & Trust-Certificate of Deposit | <u>1,112,177.02</u> |
| | \$ 11,252,981.68 |

| | |
|----------------------------------|-------------------------|
| Total Cash in Bank & Investments | <u>\$ 11,525,896.56</u> |
|----------------------------------|-------------------------|

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31, 2019

| | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|---|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|----------------|
| 203-EMS | | | | | | | |
| FINANCIAL SUMMARY | | | | | | | |
| REVENUE SUMMARY | | | | | | | |
| Fees | 6,492,049.80 | 1,589,765.52 | 1,528,479.62 | 1,589,765.52 | - | 4,902,284.28 | 24.49% |
| Inter-Jurisdictional | 2,991,594.35 | 853,071.75 | 1,017,400.87 | 853,071.75 | - | 2,138,522.60 | 28.52% |
| Miscellaneous | 115,500.00 | 43,196.33 | 20,318.57 | 43,196.33 | - | 72,303.67 | 37.40% |
| TOTAL REVENUES | 9,599,144.15 | 2,486,033.60 | 2,566,199.06 | 2,486,033.60 | - | 7,113,110.55 | 25.90% |
| EXPENDITURE SUMMARY | | | | | | | |
| PUBLIC SAFETY | | | | | | | |
| SCHERTZ EMS | | | | | | | |
| Personnel Services | 4,404,732.00 | 1,191,406.14 | 1,036,020.54 | 1,191,406.14 | 28,700.82 | 3,184,625.04 | 27.70 |
| Supplies | 376,100.00 | 84,902.18 | 90,854.68 | 84,902.18 | 26,845.12 | 264,352.70 | 29.71 |
| City Support Services | 137,900.00 | 34,137.45 | 31,951.49 | 34,137.45 | - | 103,762.55 | 24.76 |
| Utility Services | 136,000.00 | 18,481.46 | 23,597.70 | 18,481.46 | 1,340.23 | 116,178.31 | 14.57 |
| Operations Support | 63,550.00 | 16,885.64 | 19,313.50 | 16,885.64 | 958.55 | 45,705.81 | 28.08 |
| Staff Support | 83,650.00 | 22,746.51 | 11,622.66 | 22,746.51 | 7,522.02 | 53,381.47 | 36.18 |
| City Assistance | 562,366.81 | 137,436.70 | 46,675.16 | 137,436.70 | (66.66) | 424,996.77 | 24.43 |
| Professional Services | 158,000.00 | 34,263.82 | 17,742.33 | 34,263.82 | 43,333.34 | 80,402.84 | 49.11 |
| Fund Charges/Transfers | 2,854,204.80 | 781,876.63 | 310,602.60 | 781,876.63 | - | 2,072,328.17 | 27.39 |
| Maintenance Services | 30,000.00 | - | 960.00 | - | 16,200.00 | 13,800.00 | 54.00 |
| Debt Service | 281,007.50 | - | - | - | - | 281,007.50 | - |
| Rental/Leasing | 67,000.00 | - | 34,186.62 | - | - | 67,000.00 | - |
| Operating Equipment | 73,300.00 | 2,185.86 | 13,996.84 | 2,185.86 | 12,729.66 | 58,384.48 | 20.35 |
| Capital Outlay | 371,000.00 | - | - | - | 296,681.16 | 74,318.84 | 79.97 |
| TOTAL PUBLIC SAFETY | 9,598,811.11 | 2,324,322.39 | 1,637,524.12 | 2,324,322.39 | 434,244.24 | 6,840,244.48 | 28.74% |
| TOTAL EXPENDITURES | 9,598,811.11 | 2,324,322.39 | 1,637,524.12 | 2,324,322.39 | 434,244.24 | 6,840,244.48 | 28.74% |
| ** REVENUE OVER(UNDER) EXPENSES ** | 333.04 | 161,711.21 | 928,674.94 | 161,711.21 | (434,244.24) | 272,866.07 | |

CITY OF SCHERTZ
REVENUE REPORT (UNAUDITED)
AS OF: DECEMBER 31, 2019

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|--------------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|----------------|
| 203-EMS | | | | | | | | |
| REVENUES | | | | | | | | |
| <u>Fees</u> | | | | | | | | |
| 000-456100 | Ambulance/Mileage Transprt Fee | 6,210,949.80 | 1,509,083.83 | 1,447,603.66 | 1,509,083.83 | - | 4,701,865.97 | 24.30 |
| 000-456110 | Passport Membership Fees | 28,000.00 | 17,775.00 | 18,620.00 | 17,775.00 | - | 10,225.00 | 63.48 |
| 000-456120 | EMT Class - Fees | 99,000.00 | 26,675.00 | 17,895.00 | 26,675.00 | - | 72,325.00 | 26.94 |
| 000-456122 | CE Class - Fees | 27,000.00 | - | - | - | - | 27,000.00 | - |
| 000-456130 | Immunization Fees | 2,000.00 | 1,820.00 | 1,580.00 | 1,820.00 | - | 180.00 | 91.00 |
| 000-456140 | Billing Fees-External | 25,000.00 | 5,590.79 | 5,336.23 | 5,590.79 | - | 19,409.21 | 22.36 |
| 000-456150 | Standby Fees | 30,000.00 | 14,870.00 | 20,009.50 | 14,870.00 | - | 15,130.00 | 49.57 |
| 000-456155 | Community Services Support | 50,000.00 | 4,338.00 | 6,474.20 | 4,338.00 | - | 45,662.00 | 8.68 |
| 000-456160 | MIH Services | 20,000.00 | 9,562.90 | 6,362.00 | 9,562.90 | - | 10,437.10 | 47.81 |
| 000-459200 | NSF Check Fee | 100.00 | 50.00 | 25.00 | 50.00 | - | 50.00 | 50.00 |
| TOTAL Fees | | 6,492,049.80 | 1,589,765.52 | 1,558,043.04 | 1,589,765.52 | - | 4,902,284.28 | 24.49% |
| <u>Inter-Jurisdictional</u> | | | | | | | | |
| 000-473500 | Seguin/Guadalupe Co Support | 843,577.17 | 281,192.68 | 70,298.17 | 281,192.68 | - | 562,384.49 | 33.33 |
| 000-474300 | Cibolo Support | 439,612.47 | 109,903.12 | 102,645.68 | 109,903.12 | - | 329,709.35 | 25.00 |
| 000-475100 | Comal Co ESD #6 | 133,064.36 | 31,775.76 | 29,832.03 | 31,775.76 | - | 101,288.60 | 23.88 |
| 000-475200 | Live Oak Support | 237,774.60 | 59,443.65 | 58,035.07 | 59,443.65 | - | 178,330.95 | 25.00 |
| 000-475300 | Universal City Support | 305,995.77 | 76,498.94 | 75,022.92 | 76,498.94 | - | 229,496.83 | 25.00 |
| 000-475400 | Selma Support | 161,001.36 | 40,250.34 | 37,174.28 | 40,250.34 | - | 120,751.02 | 25.00 |
| 000-475500 | Schertz Support | 602,582.76 | 150,645.69 | 145,384.31 | 150,645.69 | - | 451,937.07 | 25.00 |
| 000-475600 | Santa Clara Support | 11,137.23 | 2,784.31 | 2,697.42 | 2,784.31 | - | 8,352.92 | 25.00 |
| 000-475800 | Marion Support | 16,848.63 | 4,212.16 | 4,086.67 | 4,212.16 | - | 12,636.47 | 25.00 |
| 000-475910 | TASPP Program | 240,000.00 | 96,365.10 | 492,224.32 | 96,365.10 | - | 143,634.90 | 40.15 |
| TOTAL Inter-Jurisdictional | | 2,991,594.35 | 853,071.75 | 1,017,400.87 | 853,071.75 | - | 2,138,522.60 | 28.52% |
| <u>Fund Transfers</u> | | | | | | | | |
| <u>Miscellaneous</u> | | | | | | | | |
| 000-491000 | Interest Earned | 4,000.00 | 504.39 | 2,515.41 | 504.39 | - | 3,495.61 | 12.61 |
| 000-491200 | Investment Income | 9,500.00 | 3,455.47 | 1,038.82 | 3,455.47 | - | 6,044.53 | 36.37 |
| 000-493203 | Donations-EMS | 2,000.00 | 5,695.53 | 100.44 | 5,695.53 | - | (3,695.53) | 284.78 |
| 000-497000 | Misc Income | 50,000.00 | 385,565.97 | 11,589.20 | 14,390.74 | - | 35,609.26 | 28.78 |
| 000-497100 | Recovery of Bad Debt | 50,000.00 | 1,575.14 | 5,074.70 | 1,575.14 | - | 48,424.86 | 3.15 |
| TOTAL Miscellaneous | | 115,500.00 | 414,371.56 | 20,318.57 | 43,196.33 | - | 72,303.67 | 37.40% |
| TOTAL REVENUES | | 9,599,144.15 | 2,857,208.83 | 2,595,762.48 | 2,486,033.60 | - | 7,113,110.55 | 25.90% |

CITY OF SCHERTZ
CASH IN BANK AND INVESTMENTS

AS OF: DECEMBER 31, 2019

Cash in Bank

| | |
|---------------------------------------|---------------|
| Claim on Operating Cash Pool-Checking | \$ 149,922.73 |
|---------------------------------------|---------------|

Cash in Investments

| | |
|-----------|------------|
| EMS-Logic | 761,668.24 |
|-----------|------------|

| | |
|-------------------------|------------------|
| SR 2017 Ambulance-Logic | <u>58,705.98</u> |
|-------------------------|------------------|

| | |
|---|-----------------------------|
| Total Cash in Bank & Investments | <u>\$ 970,296.95</u> |
|---|-----------------------------|

CITY OF SCHERTZ
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31, 2019

| 204-DRAINAGE | CURRENT | CURRENT | | | Y-T-D | BUDGET | % OF |
|----------------------------|---------------------|-------------------|-------------------------|---------------------|--------------------|---------------------|---------------|
| FINANCIAL SUMMARY | BUDGET | QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | ENCUMBRANCE | BALANCE | BUDGET |
| REVENUE SUMMARY | | | | | | | |
| Permits | 4,000.00 | 780.00 | 1,180.00 | 780.00 | - | 3,220.00 | 19.50 |
| Fees | 1,230,000.00 | 303,172.74 | 309,179.00 | 303,172.74 | - | 926,827.26 | 24.65 |
| Miscellaneous | 33,000.00 | 3,595.31 | 33,394.91 | 3,595.31 | - | 29,404.69 | 10.89 |
| TOTAL REVENUES | 1,267,000.00 | 307,548.05 | 370,753.91 | 307,548.05 | - | 959,451.95 | 24.27% |
| EXPENDITURE SUMMARY | | | | | | | |
| PUBLIC WORKS | | | | | | | |
| DRAINAGE | | | | | | | |
| Personnel Services | 400,200.00 | 79,028.06 | 87,251.82 | 79,028.06 | 2,940.78 | 318,231.16 | 20.48 |
| Supplies | 6,000.00 | 920.23 | 531.45 | 920.23 | 111.97 | 4,967.80 | 17.20 |
| City Support Services | 32,000.00 | 3,042.42 | 2,879.51 | 3,042.42 | 78.43 | 28,879.15 | 9.75 |
| Utility Services | 13,200.00 | 2,213.77 | 2,553.86 | 2,213.77 | - | 10,986.23 | 16.77 |
| Operations Support | 1,050.00 | - | - | - | - | 1,050.00 | - |
| Staff Support | 13,700.00 | 1,590.41 | 830.86 | 1,590.41 | 140.00 | 11,969.59 | 12.63 |
| City Assistance | 500.00 | - | - | - | 80.00 | 420.00 | 16.00 |
| Professional Services | 41,500.00 | - | - | - | - | 41,500.00 | - |
| Fund Charges/Transfers | 479,659.00 | 119,662.75 | 285,567.81 | 119,662.75 | - | 359,996.25 | 24.95 |
| Maintenance Services | 42,000.00 | 13,250.00 | 43.00 | 13,250.00 | 6,750.00 | 22,000.00 | 47.62 |
| Other Costs | 200.00 | - | - | - | - | 200.00 | - |
| Debt Service | 124,200.00 | - | - | - | - | 124,200.00 | - |
| Rental/Leasing | 500.00 | - | - | - | - | 500.00 | - |
| Operating Equipment | 2,000.00 | - | - | - | - | 2,000.00 | - |
| Capital Outlay | 109,000.00 | - | - | - | - | 109,000.00 | - |
| TOTAL DRAINAGE | 1,265,709.00 | 219,707.64 | 379,658.31 | 219,707.64 | 10,101.18 | 1,035,900.18 | 18.16% |

CITY OF SCHERTZ
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31, 2019

| 204-DRAINAGE | CURRENT | CURRENT | | | Y-T-D | BUDGET | % OF |
|-------------------------------|--------------|------------|------------------|--------------|-------------|--------------|--------|
| FINANCIAL SUMMARY | BUDGET | QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | ENCUMBRANCE | BALANCE | BUDGET |
| <u>PROJECTS</u> | | | | | | | |
| TOTAL EXPENDITURES | 1,265,709.00 | 219,707.64 | 447,212.95 | 219,707.64 | 23,149.70 | 1,022,851.66 | 19.19% |
| ** REVENUE OVER(UNDER) EXPEND | 1,291.00 | 87,840.41 | (76,459.04) | 87,840.41 | (23,149.70) | (63,399.71) | |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: DECEMBER 31, 2019

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|----------------------------|--------------------|---------------------|--------------------|-------------------|-------------------|----------------------|-------------------|----------------|
| 204-DRAINAGE | | | | | | | | |
| <u>REVENUES</u> | | | | | | | | |
| <u>Permits</u> | | | | | | | | |
| 000-432400 | Floodplain Permit | 4,000.00 | 780.00 | 1,180.00 | 780.00 | - | 3,220.00 | 19.50 |
| TOTAL Permits | | 4,000.00 | 780.00 | 1,180.00 | 780.00 | - | 3,220.00 | 19.50% |
| <u>Fees</u> | | | | | | | | |
| 000-457500 | Drainage Penalties | 10,000.00 | 2,291.83 | 66.19 | 2,291.83 | - | 7,708.17 | 22.92 |
| 000-457600 | Drainage Fee | 1,220,000.00 | 300,880.91 | 309,112.81 | 300,880.91 | - | 919,119.09 | 24.66 |
| TOTAL Fees | | 1,230,000.00 | 303,172.74 | 309,179.00 | 303,172.74 | - | 926,827.26 | 24.65% |
| <u>Fund Transfers</u> | | | | | | | | |
| <u>Miscellaneous</u> | | | | | | | | |
| 000-491000 | Interest Earned | 3,000.00 | 104.58 | 1,293.64 | 104.58 | - | 2,895.42 | 3.49 |
| 000-491200 | Investment Income | 30,000.00 | 3,719.31 | 7,983.18 | 3,719.31 | - | 26,280.69 | 12.40 |
| TOTAL Miscellaneous | | 33,000.00 | 3,595.31 | 33,394.91 | 3,595.31 | - | 29,404.69 | 10.89% |
| TOTAL REVENUES | | 1,267,000.00 | 307,548.05 | 370,753.91 | 307,548.05 | - | 959,451.95 | 24.27% |

DRAINAGE
CASH IN BANK AND INVESTMENTS

AS OF: DECEMBER 31, 2019

Cash in Bank

| | |
|---------------------------------------|--------------|
| Claim on Operating Cash Pool-Checking | \$ 79,992.49 |
|---------------------------------------|--------------|

Cash in Investments

| | |
|--|-------------------|
| Lone Star Investment-Drainage Maint Fund | <u>689,909.36</u> |
|--|-------------------|

| | |
|---|-----------------------------|
| Total Cash in Bank & Investments | <u>\$ 769,901.85</u> |
|---|-----------------------------|

CITY OF SCHERTZ
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31, 2019

| | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|--|-------------------|--------------------|-------------------|-------------------|----------------------|-------------------|----------------|
| 314-HOTEL TAX | | | | | | | |
| FINANCIAL SUMMARY | | | | | | | |
| <u>REVENUE SUMMARY</u> | | | | | | | |
| Taxes | 500,000.00 | 121,507.74 | 111,588.75 | 121,507.74 | - | 378,492.26 | 24.30 |
| Miscellaneous | 53,000.00 | 10,886.67 | 11,258.16 | 10,886.67 | - | 42,113.33 | 20.54 |
| TOTAL REVENUES | 553,000.00 | 132,394.41 | 122,846.91 | 132,394.41 | - | 420,605.59 | 23.94% |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| <u>NONDEPARTMENTAL</u> | | | | | | | |
| City Support Services | 112,466.00 | 26,146.52 | 49,020.75 | 26,146.52 | - | 86,319.48 | 23.25 |
| Operations Support | 46,000.00 | 5,067.00 | 2,086.00 | 5,067.00 | - | 40,933.00 | 11.02 |
| Professional Services | 3,000.00 | 499.50 | 12,806.91 | 499.50 | - | 2,500.50 | 16.65 |
| Fund Charges/Transfers | 74,428.00 | 18,607.03 | 16,895.53 | 18,607.03 | - | 55,820.97 | 25.00 |
| Maintenance Services | 20,000.00 | - | - | - | - | 20,000.00 | - |
| Capital Outlay | 250,000.00 | - | - | - | 215,150.00 | 34,850.00 | 86.06 |
| TOTAL NONDEPARTMENTAL | 505,894.00 | 50,320.05 | 80,809.19 | 50,320.05 | 215,150.00 | 240,423.95 | 52.48% |
| TOTAL EXPENDITURES | 505,894.00 | 50,320.05 | 80,809.19 | 50,320.05 | 215,150.00 | 240,423.95 | 52.48% |
| REVENUE OVER(UNDER) EXPENDITURE | 47,106.00 | 82,074.36 | 42,037.72 | 82,074.36 | (215,150.00) | 180,181.64 | |

HOTEL OCCUPANCY TAX FUND
CASH IN BANK AND INVESTMENTS

AS OF: DECEMBER 31, 2019

Cash in Bank

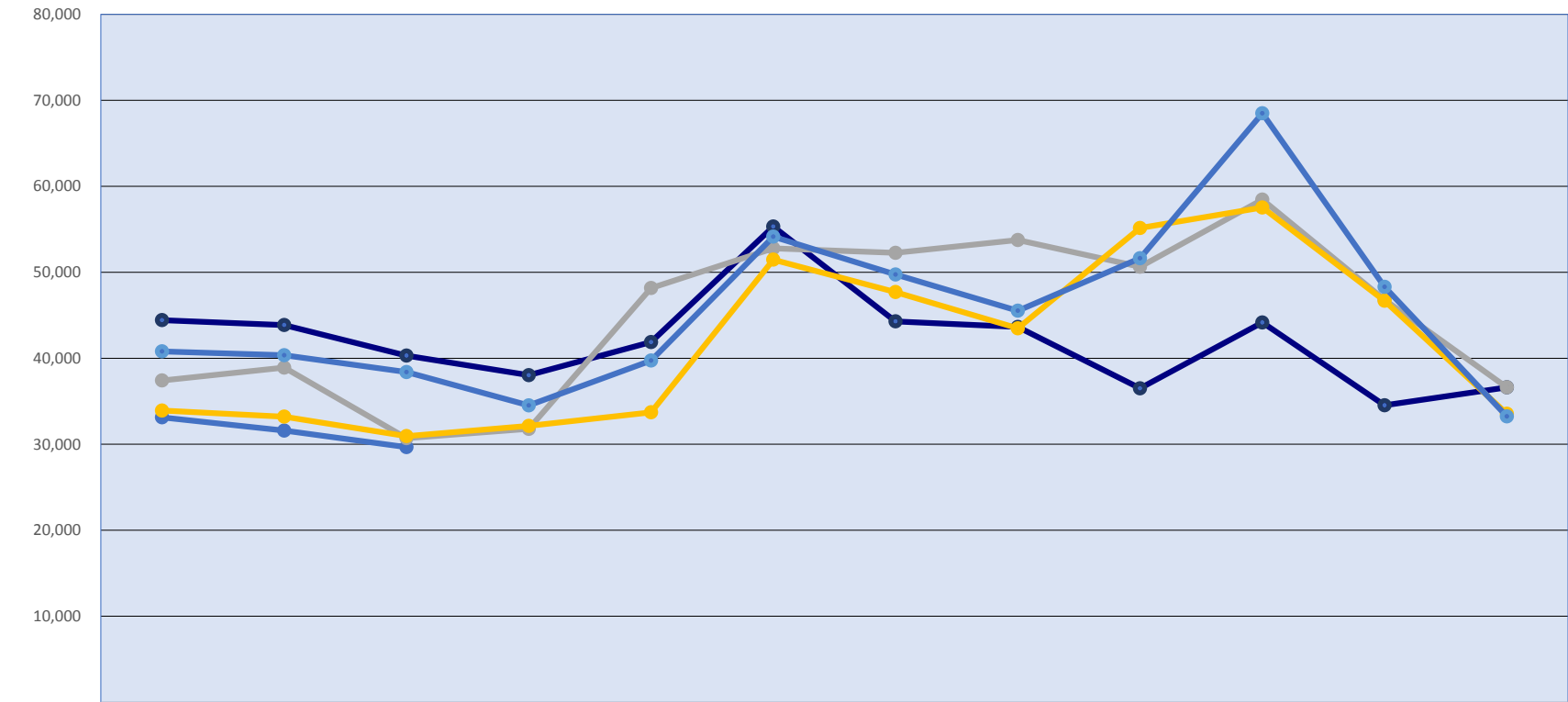
| | |
|---------------------------------------|---------------------|
| Claim on Operating Cash Pool-Checking | \$ 65,248.91 |
|---------------------------------------|---------------------|

Cash in Investments

| | |
|-------------------------|---------------------|
| Texas Class - Hotel Tax | <u>2,167,901.79</u> |
|-------------------------|---------------------|

| | |
|---|----------------------------------|
| Total Cash in Bank & Investments | <u>\$ 2,233,150.70</u> |
|---|----------------------------------|

HOTEL OCCUPANCY TAX



| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP |
|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 2019-20 | 33,124 | 31,590 | 29,661 | | | | | | | | | |
| 2018-19 | 44,431 | 43,858 | 40,307 | 38,034 | 41,886 | 55,316 | 44,285 | 43,642 | 36,501 | 44,160 | 34,532 | 36,619 |
| 2017-18 | 37,415 | 38,911 | 30,706 | 31,786 | 48,161 | 52,784 | 52,258 | 53,747 | 50,639 | 58,448 | 46,800 | 36,619 |
| 2016-17 | 33,917 | 33,203 | 30,940 | 32,131 | 33,710 | 51,467 | 47,698 | 43,479 | 55,151 | 57,536 | 46,685 | 33,548 |
| 2015-16 | 40,800 | 40,351 | 38,394 | 34,516 | 39,732 | 54,142 | 49,741 | 45,524 | 51,636 | 68,491 | 48,302 | 33,241 |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31, 2019

| 317-PARK | CURRENT | CURRENT | | | Y-T-D | BUDGET | % OF |
|-----------------------------------|-------------------|----------------|-------------------------|---------------------|--------------------|-------------------|---------------|
| FINANCIAL SUMMARY | BUDGET | QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | ENCUMBRANCE | BALANCE | BUDGET |
| REVENUE SUMMARY | | | | | | | |
| Fees | 70,000.00 | - | 6,000.00 | - | - | 70,000.00 | - |
| Fund Transfers | 99,000.00 | - | - | - | - | 99,000.00 | - |
| Miscellaneous | 8,000.00 | - | 2,177.08 | 1,415.45 | - | 6,584.55 | 17.69 |
| TOTAL REVENUES | 177,000.00 | - | 8,177.08 | 1,415.45 | - | 175,584.55 | 0.80% |
| EXPENDITURE SUMMARY | | | | | | | |
| NON DEPARTMENTAL | | | | | | | |
| PARKLAND DEDICATION | | | | | | | |
| Capital Outlay | 177,000.00 | - | 57,342.19 | - | - | 177,000.00 | - |
| TOTAL PARKLAND DEDICATION | 177,000.00 | - | 61,806.70 | - | 11,641.49 | 165,358.51 | 6.58% |
| TOTAL EXPENDITURES | 177,000.00 | - | 61,806.70 | - | 11,641.49 | 165,358.51 | 6.58% |
| REVENUE OVER(UNDER) EXPEND | 0.00 | - | (53,629.62) | 1,415.45 | (11,641.49) | 10,226.04 | |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: DECEMBER 31, 2019

| 317-PARK REVENUES | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------|-----------------------|-------------------|--------------------|------------------|-----------------|-------------------|-------------------|----------------|
| <u>Fees</u> | | | | | | | | |
| 000-458800 | Parkland Dedication | 70,000.00 | - | 6,000.00 | - | - | 70,000.00 | - |
| TOTAL Fees | | 70,000.00 | - | 6,000.00 | - | - | 70,000.00 | 0.00% |
| <u>Fund Transfers</u> | | | | | | | | |
| 000-48100 | Transfer In- Reserves | 99,000.00 | - | - | - | - | 99,000.00 | 0.00 |
| TOTAL Fund Transfers | | 99,000.00 | - | - | - | - | 99,000.00 | 0.00% |
| <u>Miscellaneous</u> | | | | | | | | |
| 000-491000 | Interest Earned | 1,000.00 | 205.74 | 150.75 | 205.74 | - | 794.26 | 20.57 |
| 000-491200 | Investment Income | 7,000.00 | 1,208.71 | 2,026.33 | 1,208.71 | - | 5,791.29 | 17.27 |
| TOTAL Miscellaneous | | 8,000.00 | 1,414.45 | 2,177.08 | 1,414.45 | - | 6,585.55 | 17.68% |
| TOTAL REVENUES | | 177,000.00 | 1,414.45 | 8,177.08 | 1,414.45 | - | 175,585.55 | 0.80% |

PARK FUND
CASH IN BANK AND INVESTMENTS

AS OF: DECEMBER 31, 2019

| | |
|---|--------------------------|
| Cash in Bank | Current |
| Claim on Operating Cash Pool-Checking | 47,951.48 |
| Cash in Investments | |
| Texas Class- Park Fund | 244,133.63 |
| Total in Investment Pool | <u>244,133.63</u> |
| Total Cash in Bank & Investments | <u>292,085.11</u> |

CITY OF SCHERTZ
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31, 2019

| 319-TREE MITIGATION | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|---------------------------|----------------------------|-------------------------|---------------------|------------------------------|---------------------------|------------------------|
| <u>FINANCIAL SUMMARY</u> | | | | | | | |
| <u>REVENUE SUMMARY</u> | | | | | | | |
| Fees | 70,000.00 | 53,884.70 | (1,275.00) | 53,884.70 | - | 16,115.30 | 76.98 |
| Miscellaneous | 8,750.00 | 2,819.07 | 2,550.40 | 2,819.07 | - | 5,930.93 | 32.22 |
| TOTAL REVENUES | 78,750.00 | 56,703.77 | 1,275.40 | 56,703.77 | - | 22,046.23 | 72.00% |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| <u>TREE MITIGATION</u> | | | | | | | |
| Maintenance Services | 75,000.00 | 7,900.00 | 6,900.00 | 7,900.00 | - | 67,100.00 | 10.53 |
| TOTAL TREE MITIGATION | 75,000.00 | 7,900.00 | 6,900.00 | 7,900.00 | - | 67,100.00 | 10.53% |
| TOTAL EXPENDITURES | 75,000.00 | 7,900.00 | 6,900.00 | 7,900.00 | - | 67,100.00 | 10.53% |
| REVENUE OVER(UNDER) EXPEND | 3,750.00 | 48,803.77 | (5,624.60) | 48,803.77 | - | (45,053.77) | |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: DECEMBER 31, 2019

| 319-TREE MITIGATION | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------|-------------------|-------------------|--------------------|------------------|--------------|-------------------|-------------------|----------------|
| REVENUES | | | | | | | | |
| <u>Fees</u> | | | | | | | | |
| 000-458900 | Tree Mitigation | 70,000.00 | 53,884.70 | (1,275.00) | 53,884.70 | - | 16,115.30 | 76.98 |
| TOTAL Fees | | 70,000.00 | 53,884.70 | (1,275.00) | 53,884.70 | - | 16,115.30 | 76.98% |
| <u>Fund Transfers</u> | | | | | | | | |
| <u>Miscellaneous</u> | | | | | | | | |
| 000-491000 | Interest Earned | 750.00 | 260.51 | 233.47 | 260.51 | - | 489.49 | 34.73 |
| 000-491200 | Investment Income | 8,000.00 | 2,058.56 | 2,316.93 | 2,058.56 | - | 5,941.44 | 25.73 |
| TOTAL Miscellaneous | | 8,750.00 | 2,319.07 | 2,550.40 | 2,819.07 | - | 5,930.93 | 32.22% |
| TOTAL REVENUES | | 78,750.00 | 56,203.77 | 1,275.40 | 56,703.77 | - | 22,046.23 | 72.00% |

TREE MITIGATION FUND
CASH IN BANK AND INVESTMENTS
AS OF: DECEMBER 31, 2019

| | |
|---|----------------------------|
| Cash in Bank | |
| Claim on Operating Cash Pool-Checking | \$52,551.41 |
| Cash in Investments | |
| MBIA Investment-Tree Mitigation | <u>429,658.87</u> |
| Total in Investment Pool | 429,658.87 |
| Total Cash in Bank & Investments | <u>\$482,210.28</u> |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31, 2019

| 411-CAPITAL RECOVERY WATER | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|---|---------------------------|----------------------------|-------------------------|---------------------|------------------------------|---------------------------|------------------------|
| FINANCIAL SUMMARY | | | | | | | |
| <u>REVENUE SUMMARY</u> | | | | | | | |
| Fees | 1,100,000.00 | 176,889.00 | 253,791.00 | 176,889.00 | - | 923,111.00 | 16.08 |
| Miscellaneous | 180,000.00 | 31,940.13 | 39,992.75 | 31,940.13 | - | 148,059.87 | 17.74 |
| TOTAL REVENUES | 1,280,000.00 | 208,829.13 | 293,783.75 | 208,829.13 | - | 1,071,170.87 | 16.31% |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| <u>GENERAL GOVERNMENT</u> | | | | | | | |
| <u>NONDEPARTMENTAL</u> | | | | | | | |
| Professional Services | 256,000.00 | - | - | - | - | 256,000.00 | - |
| TOTAL NON DEPARTMENTAL | 256,000.00 | - | - | - | - | 256,000.00 | 0.00% |
| <u>MISC & PROJECTS</u> | | | | | | | |
| <u>PROJECTS</u> | | | | | | | |
| TOTAL EXPENDITURES | 256,000.00 | - | - | - | - | 256,000.00 | 0.00% |
| REVENUE OVER(UNDER) EXPENDITURES | 1,024,000.00 | 208,829.13 | 293,783.75 | 208,829.13 | - | 815,170.87 | |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: DECEMBER 31, 2019

| 411-CAPITAL RECOVERY WATER | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|----------------------------|-------------------|-------------------|--------------------|------------------|--------------|----------------------|-------------------|----------------|
| REVENUES | | | | | | | | |
| <u>Fees</u> | | | | | | | | |
| 000-455900 | Cap Rcvry-Water | 1,100,000.00 | 176,889.00 | 253,791.00 | 176,889.00 | - | 923,111.00 | 16.08 |
| TOTAL Fees | | 1,100,000.00 | 176,889.00 | 253,791.00 | 176,889.00 | - | 923,111.00 | 16.08% |
| <u>Fund Transfers</u> | | | | | | | | |
| <u>Miscellaneous</u> | | | - | | | | | |
| 000-491000 | Interest Earned | 5,000.00 | 1,257.26 | 1,226.01 | 1,257.26 | - | 3,742.74 | 25.15 |
| 000-491200 | Investment Income | 175,000.00 | 30,682.87 | 38,766.74 | 30,682.87 | - | 144,317.13 | 17.53 |
| TOTAL Miscellaneous | | 180,000.00 | 31,940.13 | 39,992.75 | 31,940.13 | - | 148,059.87 | 17.74% |
| TOTAL REVENUES | | 1,280,000.00 | 208,829.13 | 293,783.75 | 208,829.13 | - | 1,071,170.87 | 16.31% |

**CAPITAL RECOVERY WATER
CASH IN BANK AND INVESTMENTS**

AS OF: DECEMBER 31, 2019

Cash in Bank

| | |
|---------------------------------------|---------------|
| Claim on Operating Cash Pool-Checking | \$ 450,499.35 |
|---------------------------------------|---------------|

Cash in Investments

| | |
|---|---------------------|
| Lone Star Investment-Capital Recovery Water | <u>6,214,131.35</u> |
|---|---------------------|

| | |
|---|-------------------------------|
| Total Cash in Bank & Investments | <u>\$ 6,664,630.70</u> |
|---|-------------------------------|

CITY OF SCHERTZ
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31, 2019

| 421-CAPITAL RECOVERY SEWER | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|---|---------------------------|----------------------------|-------------------------|---------------------|------------------------------|---------------------------|------------------------|
| FINANCIAL SUMMARY | | | | | | | |
| REVENUE SUMMARY | | | | | | | |
| Fees | 600,000.00 | 118,731.48 | 126,768.00 | 118,731.48 | - | 481,268.52 | 19.79 |
| Miscellaneous | 103,000.00 | 34,301.79 | 40,597.00 | 34,301.79 | - | 68,698.21 | 33.30 |
| TOTAL REVENUES | 703,000.00 | 153,033.27 | 167,365.00 | 153,033.27 | - | 549,966.73 | 21.77% |
| EXPENDITURE SUMMARY | | | | | | | |
| GENERAL GOVERNMENT | | | | | | | |
| NONDEPARTMENTAL | | | | | | | |
| Professional Services | 260,500.00 | 1,126.66 | 1,096.86 | 1,126.66 | - | 259,373.34 | 0.43 |
| TOTAL NON DEPARTMENTAL | 260,500.00 | 1,126.66 | 1,096.86 | 1,126.66 | - | 259,373.34 | 0.43% |
| MISC & PROJECTS | | | | | | | |
| TOTAL EXPENDITURES | 260,500.00 | 1,126.66 | 1,096.86 | 1,126.66 | - | 259,373.34 | 0.43% |
| REVENUE OVER(UNDER) EXPENDITURES | 442,500.00 | 151,906.61 | 166,268.14 | 151,906.61 | - | 290,593.39 | |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: DECEMBER 31, 2019

| 421-CAPITAL RECOVERY SEWER | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------------|---------------------------|----------------------------|-------------------------|---------------------|------------------------------|---------------------------|------------------------|
| REVENUES | | | | | | | |
| <u>Fees</u> | | | | | | | |
| 000-455910 Cap Rcvry-Waste Water | 600,000 | 718,731.48 | 126,768.00 | 118,731.48 | - | 481,268.52 | 19.79 |
| TOTAL Fees | 600,000.00 | 718,731.48 | 126,768.00 | 118,731.48 | - | 481,268.52 | 19.79% |
| <u>Fund Transfers</u> | | | | | | | |
| <u>Miscellaneous</u> | | | | | | | |
| 000-491000 Interest Earned | 3,000.00 | 3,695.34 | 1,335.71 | 695.34 | - | 2,304.66 | 23.18 |
| 000-491200 Investment Income | 100,000.00 | 133,202.63 | 32,489.66 | 33,202.63 | - | 66,797.37 | 33.20 |
| TOTAL Miscellaneous | 103,000.00 | 136,897.97 | 33,825.37 | 33,897.97 | - | 69,102.03 | 32.91% |
| TOTAL REVENUES | 703,000.00 | 855,629.45 | 160,593.37 | 152,629.45 | - | 550,370.55 | 21.71% |

**CAPITAL RECOVERY SEWER
CASH IN BANK AND INVESTMENTS**

AS OF: DECEMBER 31, 2019

Cash in Bank

| | |
|---------------------------------------|---------------|
| Claim on Operating Cash Pool-Checking | \$ 245,462.25 |
|---------------------------------------|---------------|

Cash in Investments

| | |
|---|--------------|
| Lone Star Investment-Capital Recovery Sewer | 4,866,876.98 |
|---|--------------|

| | |
|------------------------|---------------------|
| Capital One-Investment | <u>1,816,405.90</u> |
|------------------------|---------------------|

| | |
|---|-------------------------------|
| Total Cash in Bank & Investments | <u>\$ 6,928,745.13</u> |
|---|-------------------------------|

CITY OF SCHERTZ
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31, 2019

| 505-TAX I&S | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|--------------------------------------|---------------------------|----------------------------|-------------------------|---------------------|------------------------------|---------------------------|--------------------|
| FINANCIAL SUMMARY | | | | | | | |
| REVENUE SUMMARY | | | | | | | |
| Taxes | 6,733,000.00 | 3,660,187.95 | 2,933,475.44 | 3,660,187.95 | - | 3,072,812.05 | 54.36 |
| Fund Transfers | 144,003.00 | - | - | - | - | 144,003.00 | - |
| Miscellaneous | 150,000.00 | 5,838.25 | 8,469.51 | 5,838.25 | - | 144,161.75 | 3.89 |
| TOTAL REVENUES | 7,027,003.00 | 3,666,026.20 | 2,941,944.95 | 3,666,026.20 | - | 3,360,976.80 | 52.17% |
| EXPENDITURE SUMMARY | | | | | | | |
| GENERAL GOVERNMENT | | | | | | | |
| NONDEPARTMENTAL | | | | | | | |
| Professional Services | 5,000.00 | 200.00 | 46,080.27 | 200.00 | - | 4,800.00 | 4.00 |
| Debt Service | 7,022,003.28 | - | - | - | 1,334,365.62 | 5,687,637.66 | 19.00 |
| TOTAL GENERAL GOVERNMENT | 7,027,003.28 | 200.00 | 46,080.27 | 200.00 | 1,334,365.62 | 5,692,437.66 | 18.99% |
| TOTAL EXPENDITURES | 7,027,003.28 | 200.00 | 46,080.27 | 200.00 | 1,334,365.62 | 5,692,437.66 | 18.99% |
| ** REVENUE OVER(UNDER) EXPEND | (0.28) | 3,665,826.20 | 2,895,864.68 | 3,665,826.20 | (1,334,365.62) | (2,331,460.86) | |

CITY OF SCHERTZ

REVENUE REPORT (UNAUDITED)

AS OF: DECEMBER 31, 2019

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|-----------------------------|------------------------|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|---------------|
| 505-TAX I & S | | | | | | | | |
| REVENUES | | | | | | | | |
| <u>Taxes</u> | | | | | | | | |
| 000-411900 | Property Tax Revenue | 6,733,000.00 | 3,660,187.95 | 2,933,475.44 | 3,660,187.95 | - | 3,072,812.05 | 54.36 |
| TOTAL Taxes | | 6,733,000.00 | 3,660,187.95 | 2,933,475.44 | 3,660,187.95 | - | 3,072,812.05 | 54.36% |
| <u>Fund Transfers</u> | | | | | | | | |
| 000-481000 | Transfer In - Reserves | 144,003.00 | - | - | - | - | 144,003.00 | 0.00% |
| TOTAL Fund Transfers | | 144,003.00 | - | - | - | - | 144,003.00 | 0.00% |
| <u>Miscellaneous</u> | | | | | | | | |
| 000-491000 | Interest Earned | 6,000.00 | 425.29 | 933.01 | 425.29 | - | 5,574.71 | 7.09 |
| 000-491200 | Investment Income | 44,000.00 | 5,412.96 | 7,536.50 | 5,412.96 | - | 38,587.04 | 12.30 |
| 000-495020 | Contribution From YMCA | 100,000.00 | - | - | - | - | 100,000.00 | 0.00 |
| TOTAL Miscellaneous | | 150,000.00 | 5,838.25 | 8,469.51 | 5,838.25 | - | 144,161.75 | 3.89% |
| TOTAL REVENUES | | 7,027,003.00 | 3,666,026.20 | 2,941,944.95 | 3,666,026.20 | - | 3,360,976.80 | 52.17% |

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31, 2019

505-TAX I & S

| | | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|--------------------------------|---------------------|--------------------|------------------|---------------|----------------------|---------------------|---------------|
| GENERAL GOVERNMENT | | | | | | | | |
| NON DEPARTMENTAL | | | | | | | | |
| <u>Professional Services</u> | | | | | | | | |
| 101-541500 | Paying Agent | 5,000.00 | 200.00 | 550.00 | 200.00 | - | 4,800.00 | 4.00 |
| TOTAL Professional Services | | 5,000.00 | - | 550.00 | 200.00 | - | 4,800.00 | 4.00% |
| <u>Debt Service</u> | | | | | | | | |
| 101-555629 | Bond-GO 2007 Principal | 315,000.00 | - | - | - | - | 315,000.00 | 0 |
| 101-555629.1 | Bond-GO 2007 Interest | 111,823.25 | - | - | - | - | 111,823.25 | 0 |
| 101-555633 | Bond-GO SR2011 Principal | 260,000.00 | - | - | - | - | 260,000.00 | 0 |
| 101-555633.1 | Bond-GO SR2011 Interest | 308,887.50 | - | - | - | - | 308,887.50 | 0 |
| 101-555634 | Bond-GO 2011A Refund-Principal | 475,000.00 | - | - | - | - | 475,000.00 | 0 |
| 101-555634.1 | Bond-GO 2011A Refund-Interest | 63,550.75 | - | - | - | - | 63,550.75 | 0 |
| 101-555635 | Bond-GO 2012 - Principal | 355,000.00 | - | - | - | - | 355,000.00 | 0 |
| 101-555635.1 | Bond-GO 2012 - Interest | 149,170.00 | - | - | - | - | 149,170.00 | 0 |
| 101-555638 | Bond-GO 2014 Refund-Principal | 100,000.00 | - | - | - | - | 100,000.00 | 0 |
| 101-555638.1 | Bond-GO 2014 Refund-Interest | 283,775.00 | - | - | - | - | 283,775.00 | 0 |
| 101-555639 | Tax Note - SR2015 - Principal | 35,000.00 | - | - | - | - | 35,000.00 | 0 |
| 101-555639.1 | Tax Note - SR2015 - Interest | 1,312.50 | - | - | - | - | 1,312.50 | 0 |
| 101-555640 | Bond-Ref 2015 Bond-Principal | 675,000.00 | - | - | - | - | 675,000.00 | 0 |
| 101-555640.1 | Bond-GO Ref 2015-Interest | 66,187.50 | - | - | - | - | 66,187.50 | 0 |
| 101-555641 | Tax Note - SR2015A-Principal | 150,000.00 | - | - | - | - | 150,000.00 | 0 |
| 101-555641.1 | Tax Note - SR2015A - Interest | 7,007.00 | - | - | - | - | 7,007.00 | 0 |
| 101-555642 | Bond-GO SR2016-Principal | 225,000.00 | - | - | - | - | 225,000.00 | 0 |
| 101-555642.1 | Bond-GO SR2016-Interest | 150,406.26 | - | - | - | - | 150,406.26 | 0 |
| 101-555643 | Bond-TaxableB CO SR2016-Princi | 60,000.00 | - | - | - | - | 60,000.00 | 0 |
| 101-555643.1 | Bond-Taxable CO SR2016-Interes | 43,862.50 | - | - | - | - | 43,862.50 | 0 |
| 101-555644 | Bond-NonTaxA CO SR2016-Princip | 180,000.00 | - | - | - | - | 180,000.00 | 0 |
| 101-555644.1 | Bond-NonTax CO SR2016-Interest | 55,568.76 | - | - | - | - | 55,568.76 | 0 |
| 101-555645 | Bond-CO SR2017-Principal | 357,412.50 | - | - | - | - | 357,412.50 | 0 |
| 101-555645.1 | Bond-CO SR2017 - Interest | 63,062.50 | - | - | - | - | 63,062.50 | 0 |
| 101-555646 | Bond-GO SR2017 - Principal | 155,000.00 | - | - | - | - | 155,000.00 | 0 |
| 101-555646.1 | Bond-GO SR2017 - Interest | 109,650.00 | - | - | - | - | 109,650.00 | 0 |
| 101-555647 | Bond-GO 2018 Refund- Principal | 560,000.00 | - | - | - | - | 560,000.00 | 0 |
| 101-555647.1 | Bond-GO 2018 Refund - Interest | 110,346.00 | - | - | - | - | 110,346.00 | 0 |
| 101-555648 | Bond-CO SR2018 - Principal | 220,000.00 | - | - | - | 220,000.00 | - | 100 |
| 101-555648.1 | Bond-CO 2018 - Interest | 187,262.50 | - | - | - | 96,381.25 | 90,881.25 | 51.47 |
| 101-555649 | Bond-GO 2018 Ref - Principal | 580,000.00 | - | - | - | 580,000.00 | - | 100 |
| 101-555649.1 | Bond-GO 2018 Ref - Interest | 227,443.76 | - | - | - | 120,971.87 | 106,471.89 | 53.19 |
| 101-555650 | Bond-CO 2019-Principal | 250,000.00 | - | - | - | 250,000.00 | - | 100 |
| 101-555650.1 | Bond-CO 2019-Interest | 130,275.00 | - | - | - | 67,012.50 | 63,262.50 | 51.44 |
| TOTAL Debt Service | | 7,022,003.28 | - | - | - | 1,334,365.62 | 5,687,637.66 | 19.00% |

Other Financing Sources

CITY OF SCHERTZ
 REVENUE AND EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31, 2019

505-TAX I & S

| GENERAL GOVERNMENT NON DEPARTMENTAL | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|--|---------------------|--------------------|------------------|---------------|----------------------|---------------------|---------------|
| TOTAL EXPENDITURES | 7,027,003.28 | - | 550.00 | 200.00 | 1,334,365.62 | 5,692,437.66 | 18.99% |

TAX I&S
CASH IN BANK AND INVESTMENTS
AS OF: DECEMBER 31, 2019

Cash in Bank

| | | |
|---------------------------------------|----|------------|
| Claim on Operating Cash Pool-Checking | \$ | 307,159.36 |
|---------------------------------------|----|------------|

| | | |
|--------------------------|--|---------------------|
| MBIA Investment- Tax I&S | | <u>4,316,129.36</u> |
|--------------------------|--|---------------------|

| | | |
|----------------------------------|----|----------------------------|
| Total Cash in Bank & Investments | \$ | <u><u>4,623,288.72</u></u> |
|----------------------------------|----|----------------------------|

CITY OF SCHERTZ
REVENUE AND EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31, 2019

| | CURRENT BUDGET | CURRENT QUARTER | PEIOR YEAR Y-T-D | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|---|---------------------|---------------------|---------------------|---------------------|----------------------|---------------------|----------------|
| 620-SED CORPORATION | | | | | | | |
| <u>FINANCIAL SUMMARY</u> | | | | | | | |
| <u>REVENUE SUMMARY</u> | | | | | | | |
| Taxes | 4,412,283.00 | 1,101,443.12 | 990,370.17 | 1,101,443.12 | - | 3,310,839.88 | 24.96 |
| Fund Transfers | 3,110,648.00 | - | - | - | - | 3,110,648.00 | - |
| Miscellaneous | 430,000.00 | 106,914.77 | 298,318.42 | 106,914.77 | - | 323,085.23 | 24.86 |
| TOTAL REVENUES | 7,952,931.00 | 1,208,357.89 | 1,288,688.59 | 1,208,357.89 | - | 6,744,573.11 | 15.19% |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | |
| <u>NONDEPARTMENTAL</u> | | | | | | | |
| City Assistance | 6,664,200.00 | - | - | - | - | 6,664,200.00 | - |
| Fund Charges/Transfers | 500,000.00 | - | - | - | - | 500,000.00 | - |
| TOTAL NONDEPARTMENTAL | 7,164,200.00 | - | - | - | - | 7,164,200.00 | 0.00% |
| <u>MISC & PROJECTS</u> | | | | | | | |
| <u>PROJECTS</u> | | | | | | | |
| <u>ECONOMIC DEVELOPMENT</u> | | | | | | | |
| Supplies | 500.00 | 138.44 | 6.72 | 138.44 | - | 361.56 | 27.69 |
| City Support Services | 21,650.00 | 2,520.32 | 3,434.38 | 2,520.32 | 202.94 | 18,926.74 | 12.58 |
| Utility Services | 3,445.00 | 186.44 | 373.82 | 186.44 | 34.63 | 3,223.93 | 6.42 |
| Operations Support | 110,750.00 | 11,935.06 | 17,052.57 | 11,935.06 | 1,548.84 | 97,266.10 | 12.18 |
| Staff Support | 22,450.00 | 995.45 | 1,367.64 | 995.45 | - | 21,454.55 | 4.43 |
| City Assistance | 102,500.00 | 201.33 | 42.63 | 201.33 | - | 102,298.67 | 0.20 |
| Professional Services | 61,300.00 | - | 488.17 | - | - | 61,300.00 | - |
| Fund Charges/Transfers | 461,636.00 | 230,818.00 | 228,787.00 | 230,818.00 | - | 230,818.00 | 50.00 |
| Maintenance Services | 500.00 | - | 80.00 | - | - | 500.00 | - |
| Operating Equipment | 4,000.00 | 552.90 | - | 552.90 | 99.00 | 3,348.10 | 16.30 |
| TOTAL ECONO DEVELOPMENT | 788,731.00 | 247,347.94 | 251,632.93 | 247,347.94 | 1,885.41 | 539,497.65 | 31.60% |
| <u>FM3009 ROAD&BRIDGE EXPANSION</u> | | | | | | | |
| TOTAL EXPENDITURES | 7,952,931.00 | 247,347.94 | 251,632.93 | 247,347.94 | 1,885.41 | 7,703,697.65 | 3.13% |
| ** REVENUE OVER(UNDER) EXPEND | 0.00 | 961,009.95 | 1,037,055.66 | 961,009.95 | (1,885.41) | (959,124.54) | |

SED CORPORATION
CASH IN BANK AND INVESTMENTS

AS OF: SEPTEMBER 30, 2019

Cash in Bank

| | |
|---------------------------------------|---------------|
| Claim on Operating Cash Pool-Checking | \$ 367,841.17 |
|---------------------------------------|---------------|

Cash in Investments

| | |
|--|---------------|
| Texas Class Investment-Economic Development Corp | 19,499,641.08 |
|--|---------------|

| | |
|---|--------------|
| Schertz Bank & Trust-Certificate of Deposit | 1,033,016.49 |
|---|--------------|

| | |
|---|---------------------|
| Schertz Bank & Trust-Certificate of Deposit | <u>1,098,726.21</u> |
|---|---------------------|

| | |
|----------------------------------|-------------------------|
| Total Cash in Bank & Investments | <u>\$ 21,999,224.95</u> |
|----------------------------------|-------------------------|