



**MEETING AGENDA  
City Council  
REGULAR SESSION CITY COUNCIL  
March 10, 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, MARCH 10, 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 Heyward)**

**Presentations**

**Guadalupe Regional Medical Center - Prescription Assistance report. (Mayor/Council/J. Riggs)**

**Employee Recognition**

- EMS - Ashley Cammack and Amber Ross - P/T Paramedic (B. Hill)
- Fleet Services - Christopher Hernandez - Fleet Manager (T. Buckingham)
- Planning and Community Development - Megan Harrison - Planner I (L. Wood)
- Public Works - Blake Eureste - Drainage Worker I (D. Letbetter)
- Police Department - Allyson Gofron - Communications Officer (K. Harris)
- Parks and Recreation - Michelle Yang - Events Specialist (M. Spence)

## 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.*

## Workshop

1. Roadway CIP (B. James/J. Nowak)

## 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:

2. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of February 25, 2020. (B. Dennis)
3. **Resolution No. 20-R-24** - Consideration and/or action approving a Resolution authorizing expenditures with Ford Engineering, Inc., totaling no more than \$200,000.00 for professional Engineering-related services on the Elbel Storm Drain and Overlay Project and other minor projects during the 2019-2020 fiscal year and other matters in connection therewith. (B. James/J. Nowak)
4. **Resolution 20-R-27** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the extension for one year of the bank depository agreement with Schertz Bank & Trust, and other matters in connection therewith. (B. James/J. Walters/B. Martin)

5. **Resolution No. 20-R-28** - Consideration and/or action approving a Resolution authorizing an Interlocal Agreement Amendment between the San Antonio River Authority and the City of Schertz, Texas for Wastewater transportation treatment and disposal. (C. Kelm/S. Williams/J. Hooks)
6. **Resolution No. 20-R-29** - Consideration and/or action approving a Resolution amending the Schertz/Seguin Local Government Corporation (SSLGC) Fiscal Year 2019-2020 Annual Budget. (C. Kelm/S. Williams)
7. **Resolution No. 20-R-26** - 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 403, 405, 533 and 619 Main Street. (B. James)
8. **Boards, Commissions and Committee Member Appointments** - Consideration and/or action appointing Mrs. Beverly Clarke for the remaining term of Letticia Sever as a regular member on the Library Advisory Board and appointing Earl Platt as an alternate for Planning and Zoning Commission. (Mayor/Council/B. Dennis)

#### Discussion and Action Items

9. **Resolution No. 20-R-25** - Consideration and/or action approving a Resolution authorizing expenditures with Kimley-Horn Associates, Inc., totaling no more than \$200,000.00 for professional engineering-related services on the 2020 SPAM resurfacing project and other minor projects during the 2019-2020 fiscal year, and other matters in connection therewith. (B. James/J. Nowak)

#### Public Hearings

10. **Ordinance No. 20-A-07** - Conduct a public hearing, consideration and/or action for an Ordinance on a request for voluntary annexation of approximately 0.5 acres of land located at 13805 IH-10 E, Bexar County, Texas. **First Reading** (B. James/L. Wood/N. Kopyay)
11. **Ordinance 20-S-08** - Conduct a public hearing and consideration and/or action for an Ordinance on a request to rezone approximately 0.5 acres of land to Public Use District (PUB), located at 13805 IH-10 E, City of Schertz, Bexar County, Texas. **First Reading** (B. James/L. Wood/N. Kopyay)

#### Roll Call Vote Confirmation

#### Workshop

12. Corona Virus (COVID-19) Update (C. Kelm/J. Mabbitt)

## Requests and Announcements

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

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

## 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 6th DAY OF MARCH 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

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

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 10, 2020  
**Department:** City Secretary  
**Subject:** Guadalupe Regional Medical Center - Prescription Assistance report.  
(Mayor/Council/J. Riggs)

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**BACKGROUND**

On March 5, 2013, City Council approved an Interlocal Agreement with Guadalupe Regional Medical Center (the Hospital) relating to a prescription access program. This program offers assistance to qualified citizens of the city that enables them to purchase prescription medication at a significantly reduced price. The provision of a prescription assistance program is a public purpose and preserves and protects these qualified citizens' health and safety.

The Hospital will provide prescription medications free of charge or at a low cost to citizens who qualify for assistance under the guidelines established by each drug manufacturer and as described to the City by the Hospital. The Hospital will comply with all federal, state, county, and City laws, rules, ordinances, and regulations which may affect the agreement.

A written report will be provided by the Hospital to the City Council of the City on or about March 1 and September 1 of each year. This report will document that the payments made by the City have primarily benefited citizens of the City and will include such information as total number of resident patients served, number of prescriptions filled, retail dollar value of prescriptions, and sources of program funds.

**GOAL**

Continue to support the Prescription Assistance Program with Guadalupe Regional Medical Center.

**COMMUNITY BENEFIT**

The Hospital will provide prescription medications free of charge or at a low cost to citizens who qualify for assistance under the guidelines established by each drug manufacturer and as described to the City by the Hospital.

**SUMMARY OF RECOMMENDED ACTION**

Council to accept the Report Information.

**FISCAL IMPACT**

The fiscal impact to the City is \$5,000 annually. This is a budgeted item. The City's contribution helps pay for the cost of administering the program.

**RECOMMENDATION**

Council to accept the Report Information.

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## Attachments

February report

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**Exhibit A**  
**Report Information**  
**Guadalupe Regional Medical Center**  
**Prescription Assistance Program for Schertz Enrollees**

**September 1, 2019 thru February 29, 2020**

## BENEFIT

Total number of patients served by the program	1010
Total number of Schertz residents served by the program	15
Total number of prescriptions provided by the program	20266
Retail dollar value of prescriptions provided by the PAP	\$ 8,020,088.04
Retail dollar value of prescriptions provided to Schertz residents by PAP	\$ 126,696.26
Number of prescriptions per Schertz patient per month	3.16
Average prescription retail price (3 month supply) per Schertz patient	\$ 1,336.46
Average annual retail prescription benefit per Schertz patient	\$ 16,892.83

### SOURCES OF PROGRAM FUNDS (ANNUAL)

Schertz contribution to the program	\$ 5,000.00
Seguin contribution to the program	\$ 5,000.00
Contributions to program by individuals	\$ 6,798.20
Payments by patients (\$15.00/month/patient)	\$ 115,405.26
Grants received for the program (United Way)	\$ 4,500.00
Other sources of funds (identify sources)	
Glucose Monitor Rebates	\$ 975.60
Organization Contributions	\$ 800.00
Corporate Contributions	\$ 366.30

<b>TOTAL REVENUE</b>	<b>\$ 138,845.36</b>
<b>TOTAL EXPENSES</b>	<b>\$ (356,638.59)</b>
<b>TOTAL NET</b>	<b>\$ (217,793.23)</b>

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 10, 2020  
**Department:** Engineering  
**Subject:** Roadway CIP (B. James/J. Nowak)

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**BACKGROUND**

Discussion on the proposed Roadway 5-year Capital Improvement Plan (CIP). Attached is a copy of the proposed CIP spreadsheet that Staff will present at the March 10, 2020, Council Meeting.

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**Attachments**

Roadway 5-Year CIP

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## Streets 5-Year CIP

Year	Project Description	Type	Action	Cost	Total Cost	Carryover
2020	PCI Study	PCI Data	Chip Seal	\$100,000	\$3,584,317	\$0
	Ashely Place	Preservation	Chip Seal	\$320,000		
	Aviation Heights	Preservation	Chip Seal	\$550,000		
	Dove Meadows/Silvertree	Preservation	Chip Seal	\$153,000		
	Fairways at Scenic Hills	Preservation	Chip Seal	\$141,000		
	Mesa Oaks	Preservation	Chip Seal	\$61,000		
	Northcliffe Country Club Estates	Preservation	Chip Seal	\$110,000		
	Oak Forest	Preservation	Chip Seal	\$207,000		
	Parkland Village	Preservation	Chip Seal	\$152,000		
	Savannah Square	Preservation	Chip Seal	\$227,000		
	Schertz Forest	Preservation	Chip Seal	\$110,000		
	Val Verde	Preservation	Chip Seal	\$110,000		
	Westland Park	Preservation	Chip Seal	\$62,000		
	Design for Elbel overlay and storm drain	Preservation	Design only	\$121,317		
	Lindbergh, Main to Exchange reconstruction and storm drain construction	Rehab/Recon	Reconstruction	\$760,000		
	Cherry Tree, Meadowhead to Harvest Drive rehabilitation	Rehab/Recon	Rehabilitation	\$200,000		
FM 3009/FM 78 Crossing planning study (partnered with TXDOT)	Added Capacity	Planning Study	\$200,000			
2021	Schertz Parkway overlay, Woodland Oaks to I-35	Preservation	Overlay	\$800,000	\$2,020,000	\$0
	Elbel overlay and storm drain construction	Preservation	Overlay	\$1,220,000		
2022	Pecan, FM 1518 to Oak St	Preservation	Overlay	\$160,000	\$1,400,000	\$600,000
	Windy Meadows	Preservation	Overlay	\$270,000		
	1st Street Area	Preservation	Chip Seal	\$120,000		
	Beck Street	Preservation	Chip Seal	\$30,000		
	Kramer Farm	Preservation	Chip Seal	\$220,000		
	Parkland Village	Preservation	Chip Seal	\$100,000		
	Schaefer Rd Rehabilitation, west of FM 1518	Rehab/Recon	Rehabilitation	\$500,000		

2023	Commercial Place	Preservation	Overlay	\$239,000		
	Oak Street	Preservation	Overlay	\$460,000		
	Mobile Villa Estates	Preservation	Chip Seal	\$53,000		
	Rio Vista	Preservation	Chip Seal	\$62,000		
	The Village	Preservation	Chip Seal	\$186,000		
	Boenig rehabilitation and grading	Rehab/Recon	Rehabilitation	\$1,500,000		
2024	Nell Deane	Preservation	Overlay	\$405,000		
	Fairhaven	Preservation	Chip Seal	\$184,000		
	The Links at Sceninc Hills	Preservation	Chip Seal	\$202,000		
	The Ridge at Scenic Hills	Preservation	Chip Seal	\$109,000		
	Design for Lookout Rd rehabilitation	Rehab/Recon	Design Only	\$190,000		
2025	Aranda Ln	Preservation	Chip Seal	\$60,000		
	Savannah Bluff	Preservation	Chip Seal	\$90,000		
	Trainer Hale Rd	Preservation	Chip Seal	\$370,000		
	Weir Rd	Preservation	Chip Seal	\$170,000		
	Wiederstein Rd, Schertz Parkway to FM3009	Preservation	Chip Seal	\$210,000		
	Lookout Rd rehabilitation	Rehab/Recon	Reconstruction	\$2,110,000		

Capital Recovery (Traffic Impact Fee) Eligible Projects

Service area 1	
Project Description	Cost
Old Widerstein Rd reconstruction	\$3,500,000
Eckhardt Rd reconstruction	\$3,575,000

Service Area 2	
Project Description	Cost
Live Oak Road extension	\$1,100,000
FM 1518, north of FM 78 reconstruction or FM 78 improvements	??

Service Area 3	
Project Description	Cost
Lower Seguin Rd reconstruction, west of FM 1518	\$3,700,000
Graytown Rd improvements	\$2,900,000

Service Area 4	
Project Description	Cost
Graytown Rd Improvements	\$2,900,000
Pfiel Rd improvements	??



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** **March 10, 2020**  
**Department:** **City Secretary**  
**Subject:** **Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of February 25, 2020. (B. Dennis)**

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**BACKGROUND**

The City Council held a Regular City Council meeting on February 25, 2020.

**RECOMMENDATION**

Recommend Approval.

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**Attachments**

2-25-2020 Draft min

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# DRAFT

## MINUTES REGULAR MEETING February 25, 2020

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 25, 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 Tim Brown; Councilmember Rosemary Scott; Councilmember Scott Larson; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward

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

### **Call to Order – City Council Regular Session**

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

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

### **Presentations**

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

Mayor Gutierrez invited Amy Massey and students who attended, to come forward while he read and presented the proclamation to them. One of the students came forward and expressed his appreciation for the proclamation and the recognition of Career and Technology Education Month.

## City Events and Announcements

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

Assistant City Manager Brian James provided the following announcements:

- Friday the 28 and Saturday the 29 of February beginning at 10:00 a.m. is the Schertz Library winter book sale. For only \$5.00 you can fill a bag with books; a selection of hardbacks, paperbacks, cookbooks and kids books - everything you like.
  - Saturday, February the 29th is the 10th annual Schertz-Selma salute to service members 5k Walk, Run and Roll. This benefits Operation Comfort at the Bluebonnet Palace, 17630 Lookout Road in Selma.
  - Tuesday, March 3rd we will **not** have a Council Meeting due to the Primary Election.
  - Saturday, March 7th is the Kick Cancer Pep Rally and 5k run (The rebranded Wilenchik's Walk For Life). It's being held at Pickrell Park - 8:00 a.m. check in and 9:00 a.m. start time. You can go to Schertz.com to register in advance.
  - Tuesday, March 10th will be the next regular Council Meeting at 6:00 p.m. at Schertz City Council Chambers.
- Announcements and recognitions by the City Manager (M. Browne)

City Manager Dr. Browne thanked Parks Director Lauren Shrum and Events Manager Mary Spence and their staff for the great job on the Daddy Daughter Dance.

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

None at this time.

## 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.*

No one signed up to speak.

## **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 Letticia Sever from the Schertz Historical Preservation Committee. (Mayor/Council)

Moved by Councilmember Michael Dahle, seconded by Councilmember Allison Heyward to approve consent agenda items 1 through 10.

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

Passed

## **Discussion and Action Items**

## **Public Hearings**

The following was read into record:

- 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)

Mayor Gutierrez recognized Planner Nick Koplyay who introduced this item addressing questions. Mayor Gutierrez opened the public hearing for those wishing to speak, and as no one spoke; closed the public hearing for council comments.

Moved by Councilmember Scott Larson, seconded by Mayor Pro Tem Mark Davis to approve Resoliton No. 20-R-19.

AYE: Mayor Pro Tem Mark Davis, Councilmember Tim Brown,  
Councilmember Rosemary Scott, Councilmember Scott Larson,  
Councilmember Michael Dahle, Councilmember David Scagliola,  
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 11.

## **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)

Mayor Gutierrez recognized City Attorney Dan Santee who provided a briefing and update regarding the possibility of creating an Ethics Commission. He provided samples of possible revisions and stated that he was looking for direction from Council. Members of Council expressed their thoughts as to having or not having an Ethics Commission expressing the pros and cons. Mr. Santee addressed several questions from Council. Mr. Santee also asked for Council to provide their feedback. After much discussion, it was the consensus of Council to have the City Attorney provide Council with copies of surrounding cities Ethics ordinance to review as well as let the Council take more time to review and do research. It was the consensus of Council this would be strictly for Council and for the chairs of the committees/boards to do the evaluations. The Mayor asked that the person who is accused be able to speak to the commission with their point of view and comments. This topic will be discussed further at a May 2020 meeting.

## Requests and Announcements

- Announcements by the City Manager.

No further announcements were provided.

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

No items requested.

- Announcements by Mayor and Councilmembers

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

Mayor Gutierrez recognized Councilmember Scott who attended the following event:

- Council on the Go meeting, stating it was a great meeting.

Mayor Gutierrez recognized Councilmember Dahle who attended the following events:

- Chamber Luncheon - State of the City Videos for Schertz, Selma and Cibolo
- Council on the Go
- Senior Center Bingo
- Chamber Mixer
- Coffee with Council
- HEB "Nuff" Book reading
- Plaque presentation for the Cibolo Enrichment Foundation

Mayor Gutierrez recognized Councilmember Scagliola who attended the following events:

- SSLGC Meeting, commenting on the amount of water we have for future years and impressed with SSLGC staff and the corporation.

Mayor Gutierrez recognized Councilmember Heyward who attended the following events:

- Chamber Leadership Education
- Surprise retirement for Esther Mendoza
- NEP Luncheon

- Gunn Automotive Group Share event
- Cibolo Roaring 20's Senior Party
- JBSA Alliance Meeting, San Antonio
- Chamber Luncheon - State of the City Videos for Schertz, Selma and Cibolo
- Senior Center Bingo
- Cibolo Enrichment Foundation event
- Daddy/Daughter Dance
- HEB "Nuff" Book reading

Mayor Gutierrez recognized Councilmember Brown who attended the following event:

- Council on the Go meeting and commented on a great job organizing/executing it.

Mayor Gutierrez stated he attended the following events:

- Reception for SCUCISD new Superintendent Dr. Clark Ealy
- NEP Luncheon
- Gunn Automotive Group Share event
- Cibolo Roaring 20's Senior Party
- Chamber Luncheon - State of the City Videos for Schertz, Selma and Cibolo
- Council on the Go Meeting
- JBSA Alliance Meeting, San Antonio
- Senior Center Bingo
- Joint Base San Antonio Personnel Awards Ceremony
- Daddy/Daughter Dance
- Coffee with Council
- CPS 2-day seminar regarding the "City of the Future"
- Go Red for Women - Heart Disease awareness
- HEB "Nuff" Book reading

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

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**

Mayor Gutierrez adjourned the meeting at 6:51 p.m.



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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

## CITY COUNCIL MEMORANDUM

**City Council Meeting:** March 10, 2020

**Department:** Engineering

**Subject:** Resolution No. 20-R-24 - Consideration and/or action approving a Resolution authorizing expenditures with Ford Engineering, Inc., totaling no more than \$200,000.00 for professional Engineering-related services on the Elbel Storm Drain and Overlay Project and other minor projects during the 2019-2020 fiscal year and other matters in connection therewith. (B. James/J. Nowak)

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### BACKGROUND

During the FY 19-20 Budget Workshop, staff presented a list of project areas for the 2020 Street Preservation and Maintenance (SPAM) Project. The project areas consisted of three different lists: “Preservation” for a new street surface; “Rehabilitation/Reconstruction” for streets needed more work; and “Added Capacity” for new streets identified by the Master Thoroughfare Plan.

One of the projects on the preservation list was an overlay of Elbel from Schertz Parkway to FM 3009. Since the Budget Workshop, it was discovered that there were previous plans to add a storm drain system to Elbel. The plans were not finalized or implemented due to funding constraints and priority shifts.

It is prudent to finalize the storm drain design and design the overlay in order to better plan for the project. Having a completed design will result in a more accurate project cost estimate. Having the more accurate cost estimate will allow the project to be included in the 5-year SPAM Capital Improvement Plan, when funding for construction is available.

Staff worked with one of our On-Call Engineering Firms, Ford Engineering, Inc. (Ford), to develop a scope of work for the necessary field investigation, design, and bid package creation for the proposed project.

This year, Ford, as one of the City’s on-call Engineering firms, has been assigned a task order in the amount of \$11,390 for design of rehabilitating a segment of Cherry Tree. Ford may also be assigned other, small tasks for other city efforts. Staff requests that Council authorizes an additional not-to-exceed amount to allow for other, small tasks (each less than \$50,000) to be assigned to Ford without another resolution. Staff suggests that the not-to-exceed amount be as follows:

<b>TASK</b>	<b>Amount</b>
Cherry Tree Rehabilitation	\$11,390
Elbel Storm Drain and Overlay	\$133,000*
Miscellaneous Small Tasks (<\$50,000 each)	\$55,610
<b>TOTAL Not-to-Exceed Amount with Ford</b>	<b>\$200,000</b>

\*Amount is a not-to-exceed amount and equals task order amount plus a 10% contingency.

### GOAL

To obtain authorization from City Council to execute an agreement with Ford to provide professional engineering-related services for \$133,000 and to authorize a not-to-exceed amount of \$200,000 for other, small projects the City may need completed in addition to this contract for professional services.

### COMMUNITY BENEFIT

Doing the design of the Elbel Storm Drain and Overlay now allows for a better understanding of the cost of the project and gets the project to a "shovel ready" status. Once funding is available, the project can be bid and proceed to construction more quickly than if the design were not complete. Having a more accurate understanding of the project costs also allows for more accurate insertion of the project into the 5-year SPAM Capital Improvement Plan, which can get the project completed more quickly.

#### **SUMMARY OF RECOMMENDED ACTION**

Council approval of a Resolution authorizing additional expenditures with Ford, totaling no more than \$200,000.00 for professional engineering-related services for the Elbel Storm Drain and Overlay project and other, small task order projects.

#### **FISCAL IMPACT**

Funding for the professional services agreement for the Elbel Storm Drain and Overlay Project will be paid from bond sale proceeds authorized by Council for this purpose. Funding for other tasks associated with the not-to-exceed amount will be determined as appropriate for each task. Proper procedures for any necessary budget adjustments will be followed prior to any work being authorized.

#### **RECOMMENDATION**

Staff recommends that Council approves Resolution 20-R-24 authorizing expenditures with Ford, totaling nor more than \$200,000 for professional engineering-related services for the Elbel Storm Drain and Overlay project and other, small task order projects.

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#### **Attachments**

Resolution 20-R-24  
EJCDC Work Order  
Proposal

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## **RESOLUTION NO. 20-R-24**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPEDITURES WITH FORD ENGINEERING, INC., TOTALING NO MORE THAN \$200,000, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE ELBEL STORM DRAIN AND OVERLAY PROJECT AND OTHER MINOR PROJECTS DURING THE 2019-2020 FISCAL YEAR, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to engineering and design for the Elbel Storm Drain and Overlay Project; and

WHEREAS, City staff has determined that Ford Engineering, Inc., (Ford) is uniquely qualified to provide such services for the City; and

WHEREAS, City staff has determined that Ford is uniquely qualified to provide engineering and design services for various small projects (<\$50,000) for the City; and

WHEREAS, Ford is an approved On-Call Engineering Firm for the City of Schertz; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Ford Engineering, Inc. pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the “Agreement”) and to authorize future Task Order Agreements up to a maximum total aggregate amount of \$200,000.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Ford Engineering, Inc., in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of \$133,000.00 and authorize the City Manager to execute and deliver other Task Order Agreements for various projects in a not to exceed total aggregate amount of \$200,000.00.

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 10<sup>th</sup> day of March, 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A**

\_\_\_\_\_ **SERVICES AGREEMENT**

This is Task Order  
No. \_\_\_\_\_, consisting of  
\_\_\_\_\_ pages.

## Task Order

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 10-9-2019 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order:
- b. Owner: City of Schertz
- c. Engineer: Ford Engineering
- d. Specific Project (title): Elbel Road – Storm Extension and Street overlay
- e. Specific Project (description): The design of the storm water system extension on Elbel Road and associated street mill and overlay between Schertz Parkway and FM 3009

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference, and stated in the scope of services as set out in the attached letter of proposal:
  - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
  - Final Design Phase (Exhibit A, Paragraph A1.03)
  - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
  - Construction Phase Services (Exhibit A, Paragraph A1.05)
  - Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- B. Resident Project Representative (RPR) Services  
***Does not apply.***
- C. Designing to a Construction Cost Limit  
***Does not apply***

D. Other Services

Engineer shall also provide the following services:

Provide one geotechnical samplings 15-feet deep, in the anticipated vicinity of the proposed storm sewer. Engineering analysis will identify existing pavement structure, existing soil engineering properties and identify the presence of groundwater

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B

### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish 1 digital review copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 10 work weeks of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 7 days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish 1 digital copy of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 5 days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.



Engineer	Furnish <b>1</b> digital copy of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within <b>9</b> work weeks of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within <b>7</b> days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish <b>1</b> digital copy of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 5 days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Part 1 of Exhibit A)		
	a. Preliminary and Final Design Phase (A1.02, A1.03)	\$96,800.00	Lump Sum
	b. Bidding or Negotiating Phase (A1.04)	\$3,845.00	Lump Sum
	c. Construction Phase (A1.05)*	\$11,380.00	Lump Sum
	d. Post-Construction Phase (A1.06)	\$1,900.00	Lump Sum
	e. Other Services (see A1.08, and 2.D above)	\$7,391.87	Lump Sum
	<b>TOTAL COMPENSATION (lines 1.a-h)</b>	<b>\$121,316.87</b>	
2.	Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly rates

\*Based on a 12 -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order:**

**8. Other Modifications to Agreement and Exhibits:**

**9. Attachments:**

- a. Letter of Proposal date 1-10-2020

**10. Other Documents Incorporated by Reference:**

## 11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [ ].

OWNER:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENGINEER:

By: Mark B Hill

Print Name: Mark B Hill

Title: Principal

Engineer License or Firm's  
Certificate No. (if required): 94904  
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Mark B Hill

Title: Principal

Address: 10927 Wye Dr. Suite 104  
San Antonio, Texas 78217

E-Mail  
Address: mark@fordengineering.com

Phone: 210-590-4777

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### Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.



# FORD ENGINEERING, INC

January 10, 2020

City of Schertz  
Engineering  
10 Commercial Place, Bld 2  
Schertz, TX 78154

Attn: Mr. John Nowak, PE

Re: City of Schertz – On-Call Civil Engineering Services Agreement  
**Proposal – Elbel Road – Storm Extension and Street Overlay**

Ford Engineering, Inc. is pleased to provide this proposal for professional engineering services to the City of Schertz for the design of the storm water system extension on Elbel Road and associated street mill and overlay between Schertz Parkway and FM 3009.

Our understanding of the scope of work is generally as follows: The City desires to extend the storm drain system from Dietz Creek to the west; replace any defective curb and gutter, bring all ADA crossings up to compliance, add appropriate conduits for future signalization at Westchester, and finally mill and overlay the street with restriping of pavement markings.

The project length is approximately 3,400 linear feet. The existing road appears to be about 42 feet wide (FOC to FOC) with curb/gutters and existing sidewalk. There are overhead utilities within the street right of way. There are existing water and sewer mains located under the pavement.

## **Project Scope** **Survey**

Survey of the project length will be required for the limits described above. Topographic survey will identify existing curbs and gutters, pavement crown, sidewalks, driveways, drainage features and utilities, etc.

FEI will establish horizontal and vertical control for the project. Primary control set outside anticipated construction limits, and secondary control at approximately 1000-ft intervals. FEI will develop a project layout sheet with control.

## **Geotechnical**

Arias and Associates will provide one geotechnical samplings 15-feet deep. Engineering analysis will identify existing pavement structure, existing soil engineering properties and identify the presence of groundwater.

## **Road Design**

Ford Engineering Inc. will provide the **street design** for the limits described above. A design will include a cover sheet, typical street sections, overall layout, general notes,



# FORD ENGINEERING, INC

plan and profile of existing and proposed grades, SWPPP notes and considerations, and typical construction and traffic control details.

It is our understanding that the finished pavement will approximately match existing grade

Curbs, sidewalks and driveways are to remain unless otherwise determined. Substandard wheelchair ramps will be depicted to be replaced to meet current City Standard. Any curb and gutter determined to be in poor condition will be replaced.

## **Drainage**

The proposed drainage system is anticipated to tie into an existing stub-out at the culvert crossing of Dietz Creek. All drainage areas and proposed drainage pipe sizing will meet current City standards. FEI will review and update the watersheds and catchment points for the proposed storm drain.

The City intends to mill and overlay the road, so the design will use inlets "on-grade" to capture the stormwater, or area inlet behind the sidewalk where appropriate. The analysis will determine the inlets sizes based on City of Schertz Design Criteria for a Collector street. FEI will size and layout the profiles for the storm drains to City of Schertz Design Criteria.

## **Permitting**

The project limits is within the 100-year flood plain. FEI will prepare a flood plain permit submittal to be provided to the City of Schertz Floodplain Manager.

It is anticipated that the following permitting will **not** be required for this project: TXDOT, TDLR for ADA compliance, TCEQ, Texas Historical Office.

## **Bid Phase**

FEI will provide bid documents, Addenda, responses to contractors, attend a pre-submittal meeting, review submitted bids, and provide a bid tabulation and recommendation for award..

## **Construction Phase**

During construction, Ford Engineering, Inc. will attend a pre-construction conference with the City and selected contractor. FEI anticipates the following services: verification of all benchmarks, set stationing at ROW for every 100-ft and at PC and PT, review pay applications and schedules and provide recommendations to the City. Provide monthly visits to the project site to observe for general conformance to the plans. Should any field alteration or change orders arise, FEI will prepare appropriate exhibits and documentation to assist the City.

Upon completion of the project, FEI will assist in the preparation of punchlist items and the review of the final construction.

## **Design Phases**





# FORD ENGINEERING, INC

It is anticipated that complete design of the project from the notice to proceed to the preparation of bid documents will require approximately 23 work weeks.

Preliminary Design Phase – 10 work weeks

Final Design Phase – 9 work weeks

Bid Phase – 4 work weeks

Construction Phase – 12 calendar months

## **Engineering Fee**

Compensation for these services will be in the amount of **\$121,316.87** which will cover all costs associated with the scope described above, as further detailed in the attached Project Work Plan and Fee Proposal Breakdowns.

Additional services and significant changes will be compensated for as provided by Schedule of Fees in the agreement for Engineering Services between the City of Schertz and Ford Engineering, Inc. dated October 9, 2019.

Fees payable to permitting agencies will be the responsibility of the City.

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

Sincerely,  
**FORD ENGINEERING INC.**

Mark B Hill, P.E.

Encl: Project Work Plan and Fee Proposal Breakdown– Ford Engineering, Inc.

## PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: **Elbel Road - Storm Extension and Street Overlay**  
 Prime Consultant: **Ford Engineering, Inc.**  
 Proposal Date: **1/13/2020**  
 Prepared By: **Mark B Hill**

TASK CODE AND DESCRIPTION	Principal	Project Engineer	EIT	Admin/Clerical	RPLS	Survey Tech	Survey Crew - 2 man	TASK HOURS	TASK / PHASE FEE
	\$200.00	\$150.00	\$100.00	\$65.00	\$165.00	\$85.00	\$145.00		
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS			
<b>Design</b>	12	372	2	6	18	56	610	<b>\$74,770.00</b>	
01. Project Management and General Items									
01.010. Project Mgmt	2		2				4	\$530.00	
01.030. General Sheets - Index, Summaries / Quantities, Notes		2	8				10	\$1,100.00	
03. Topographic Surveying / Base Mapping									
03.010. Establish Primary Project Control						4	4	\$580.00	
03.040. Survey Topographic Features			24		4	8	44	80	\$10,120.00
03.050. Survey Cross Sections / Spot Elevations to Develop DTM									
03.070. Survey Quality Level C Locates						2	8	10	\$1,330.00
03.120. Stake Storm Drain Outfall Alignment (Coordinate with Environmental Division)					2	8		10	\$1,010.00
04. Roadway Design									
04.010. Typical Sections - Existing and Proposed		4	8				12	\$1,400.00	
04.020. Horizontal Roadway Alignments		2	4				6	\$700.00	
04.030. Roadway Profiles		8	24				32	\$3,600.00	
04.040. Street Cross Sections		16	32				48	\$5,600.00	
04.050. Plan Sheets	8	32	64				104	\$12,800.00	
04.070. Driveway Summary Sheet		2	8				10	\$1,100.00	
05. Drainage Design									
05.010. Establish Drainage Discharge									
05.010.010. Drainage Area Map		2	8				10	\$1,100.00	
05.010.030. Calculate Design Discharges/ Report		16	32				48	\$5,600.00	
05.020. Analyze Storm Drain Facilities (Plan and Profile)									
05.020.010. Roadways and Storm Drain System		16	40				56	\$6,400.00	
05.020.060. Inlet Cross Sections		8	16				24	\$2,800.00	
07. Utility Coordination / Management									
07.010. Utility Basemap		4	16				20	\$2,200.00	

TASK CODE AND DESCRIPTION	Principal	Project Engineer	EIT	Admin/Clerical	RPLS	Survey Tech	Survey Crew - 2 man	TASK HOURS	TASK / PHASE FEE
	\$200.00	\$150.00	\$100.00	\$65.00	\$165.00	\$85.00	\$145.00		
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS			
08. Traffic Control Plan									
08.010. Construction Phasing Typical Sections		4	8					12	\$1,400.00
08.020. Construction Phasing and Sequence of Work		4	8					12	\$1,400.00
08.030. Conceptual Construction Phasing Layouts	2	8	16					26	\$3,200.00
09. Other Plans									
09.010. Intersection Layouts		4	16					20	\$2,200.00
09.030. Traffic Signal Plans (conduit runs only)		4	16					20	\$2,200.00
09.050. Pavement Marking and Signing Plan		8	24					32	\$3,600.00
10. Environmental and Regulatory Coordination								-	
11. Cost Estimating									
11.010. Prepare Cost Estimate		8	16					24	\$2,800.00
<b>Final Design</b>	<b>5</b>		<b>111</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>\$22,030.00</b>
01. Project Management and General Items									
01.010. Project Mgmt	2			2				4	\$530.00
01.030. General Sheets - Index, Summaries / Quantities, Notes		1	2					3	\$350.00
04. Roadway Design									
04.010. Typical Sections - Existing and Proposed		2	4					6	\$700.00
04.030. Roadway Profiles		2	4					6	\$700.00
04.040. Street Cross Sections		2	8					10	\$1,100.00
04.050. Plan Sheets	1	8	24					33	\$3,800.00
04.070. Driveway Summary Sheet		1	1					2	\$250.00
05. Drainage Design									
05.010. Establish Drainage Discharge									
05.010.020. Model Hydrology (Pre-Project and Post-Project)		2	4					6	\$700.00
05.010.030. Calculate Design Discharges/Report		2	8					10	\$1,100.00
05.020. Analyze Storm Drain Facilities (Plan and Profile)									
05.020.010. Roadways and Storm Drain System		8	24					32	\$3,600.00
05.020.060. Inlet Cross Sections		2	8					10	\$1,100.00
08. Traffic Control Plan									
08.010. Construction Phasing Typical Sections		2	4					6	\$700.00
08.020. Construction Phasing and Sequence of Work		2	4					6	\$700.00
08.030. Conceptual Construction Phasing Layouts	2	2	4					8	\$1,100.00
09. Other Plans									



	Principal \$200.00	Project Engineer \$150.00	EIT \$100.00	Admin/C lerical \$65.00	RPLS \$165.00	Survey Tech \$85.00	Survey Crew - 2 man \$145.00		
TASK CODE AND DESCRIPTION	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TASK HOURS	TASK / PHASE FEE
09.010. Intersection Layouts	2	4						6	\$700.00
09.030. Traffic Signal Plans	2	4						6	\$700.00
09.050. Pavement Marking and Signing Plan	2	4						6	\$700.00
10. Environmental and Regulatory Coordination								-	
10.010. Flood Plain Permit	2	4						6	\$700.00
11. Cost Estimating									
11.010. Prepare Cost Estimate	8	16						24	\$2,800.00
<b>Bid Phase</b>	<b>0</b>	<b>14</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>\$3,845.00</b>
12. Bid Phase									
12.010. Submit 100% Plans	2	4	1					7	\$765.00
12.020. Bid Documents - Front End	2	4						6	\$700.00
12.050. Attend 100% Review Meeting/Precon walkthrough	4							4	\$600.00
12.080. Attend Pre-Bid Meeting	2	2						4	\$500.00
12.090. Respond to Contractor Questions	2							2	\$300.00
12.100. Prepare and Distribute Necessary Addenda	2	2						4	\$500.00
12.110. Prepare Bid Tabulation and Letter of Recommendation	1	2	2					5	\$480.00
<b>Construction Phase</b>	<b>0</b>	<b>47</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>8</b>	<b>87</b>	<b>\$11,380.00</b>
13. Construction Management									
13.010. Reestablish Project Control						2	8	10	\$1,330.00
13.020. Review Contractor Pay Estimates	4	16						20	\$2,200.00
13.040. Review Shop Drawings	1	2						3	\$350.00
13.050. Respond to RFI's	2	4						6	\$700.00
13.060. Project Site Visits & Reports (3 visits)	32	8						40	\$5,600.00
13.080. Final Walkthrough and Punchlist Review	4							4	\$600.00
13.100. Pre Construction Meeting	4							4	\$600.00
15. Communications									
<b>Project Closeout</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>\$1,900.00</b>
14. Project Closeout									
14.010. Prepare Record Drawings	2	16						18	\$1,900.00
<b>Supplemental Services</b>									
Geotechnical									\$7,391.87
<b>TOTAL BASE FEE WITH HOUR BREAKDOWN</b>	<b>12</b>	<b>47</b>	<b>432</b>	<b>5</b>	<b>6</b>	<b>20</b>	<b>64</b>	<b>747</b>	<b>\$121,316.87</b>

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 10, 2020  
**Department:** Finance  
**Subject:** Resolution 20-R-27 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the extension for one year of the bank depository agreement with Schertz Bank & Trust, and other matters in connection therewith. (B. James/J. Walters/B. Martin)

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**BACKGROUND**

This agreement is for the last one-year extension with Schertz Bank and Trust for bank depository services. The term of the extension will be from January 31, 2020 to January 31, 2021. The City entered into a Bank Depository Agreement with Schertz Bank and Trust on August 1, 2016, as authorized by resolution 16-R-50. The agreement was for a three-year term with two options for one-year extensions. Staff should have run this extension in January for City Council approval.

As of January 31, 2020, the City has had depository services provided by Schertz Bank & Trust for 10 consecutive years with 2 full contract awards during that time. Staff has no reservations about the level of service provided by Schertz Bank & Trust and recommends extending the term of the contract. Staff will submit a request for proposals in 2020 to have new contract in place for January 2021.

**GOAL**

To authorize a one-year extension for bank depository services agreement as per resolution 20-R-27.

**COMMUNITY BENEFIT**

N/A

**SUMMARY OF RECOMMENDED ACTION**

Approval of Resolution 20-R-27 authorizing the one year extension.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Staff recommends approval of Resolution No. 20-R-27.

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**Attachments**

Resolution 20-R-27  
Bank Depository

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## **RESOLUTION NO. 20-R-27**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE EXTENSION FOR ONE YEAR OF THE BANK DEPOSITORY AGREEMENT WITH SCHERTZ BANK & TRUST, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff entered into a bank depository agreement with Schertz Bank & Trust on August 1, 2016 per resolution 16-R-50 for a three-year term with two options for one-year extensions; and

WHEREAS, the City Council has determined that it is in the best interest of the City to extend the bank depository agreement for the last one-year extension pursuant to the Bank Depository Agreement.

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

Section 1. The City Council hereby approves the last of the available one-year extensions for bank depository services with Schertz Bank & Trust..

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

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

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

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

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

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

PASSED AND ADOPTED, this 10th day of March 2020.

CITY OF SCHERTZ, TEXAS

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Mayor, Ralph Gutierrez

ATTEST:

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City Secretary

Exhibit A

Bank Depository Agreement

# **CITY OF SCHERTZ**

## **BANK DEPOSITORY AGREEMENT**

THE STATE OF TEXAS     §  
                                      §  
GUADALUPE COUNTY     §

This Bank Depository Agreement (this "Agreement") is dated and effective the 1st day of August, 2016 by and between the CITY OF SCHERTZ, TEXAS (the "City") and SCHERTZ BANK & TRUST (the "Bank"), a bank chartered by the State of Texas.

### **Recitals**

WHEREAS, the City desires to enter into a depository contract for the deposit of the City's public funds; and

WHEREAS, the Bank has submitted a current statement showing the financial condition of the Bank of even date with the Bank's application to serve as depository; and

WHEREAS, the City, after due consideration of all proposals for City depository, has selected the Bank as the applicant offering the most favorable terms and conditions for the handling of the City's funds.

NOW, THEREFORE, the City and the Bank agree as follows:

### **Section 1. Designation as Depository**

The City, through action of its City Council, hereby designates the Bank as its depository for banking services for a three (3) year period commencing August 1, 2016 and extending through January 31, 2019 with two options for one-year extensions, if approved by the City Council.

### **Section 2. Designation of Custodian**

The City and Bank hereby designate The Frost National Bank (the "Custodian") to hold in trust, according to the terms and conditions of the City Request for Proposal, dated May 17, 2016 (the "RFP") and pursuant to a separate Safekeeping Agreement, attached as Exhibit A, all securities pledged as depository collateral in accordance with the City's Investment Policy.

Any and all fees from the Custodian associated with the safekeeping of securities pledged to the benefit of the City shall be borne by the Bank.

### **Section 3. Collateral**

City time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral, acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257, as amended), pledged by the Bank and held in trust by the Custodian named in Section 2 in an amount equal to

at least 102% of the total of those funds. The Custodian will provide a monthly report of the collateral directly to the City.

The selection of such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specifically authorized representatives of the Bank, as set forth on Exhibit B. The Bank shall have the right, with the prior written consent of the City, to substitute or replace any or all of the pledged securities with collateral acceptable to the City.

#### **Section 4. Financial Position**

The Bank will provide the City with a statement of its financial position on at least a quarterly basis. The Bank will provide an annual statement audited by its independent auditors including a letter as to its "fair representation."

#### **Section 5. Authorized City Representative**

For the term of this contract, the City and Bank designate the individuals as listed in Exhibit B as authorized to represent and act for the City and the Bank, respectively, in any and all matters including collateral assignment and substitution, and, upon further written authorization by the City with respect to the designated Bank officials, execution of agreements and transfers of funds. Any change in these representatives by either party will be made in writing to the other party.

#### **Section 6. Scope of Services**

The Bank's response to the RFP (the "Response") is attached as Exhibit C, and is incorporated into this Agreement for all purposes. If any provisions of the Response and this Agreement are in conflict, this Agreement will control. The City hereby designates its choice of Option Two for Bank Deposit Services under Attachment A to the Response (maintenance of \$500,000 combined average collected balance in lieu of Account Analysis fees).

The Bank shall provide or perform those banking services detailed in the Response (the "Services") at the rates stated. The Bank shall document the charges for the Services on a monthly account analysis submitted by the Bank to the City. The City shall, within ten (10) business days of receipt of a billing accompanied by documentation reasonably required by the City and subject to the review and approval of the Finance Director of the City make provision for payment to the Bank for Services performed in accordance with the fees stipulated in the Response.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, City-owned securities, property, and things of value held as depository.

The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits, and Bank may accept such deposits subject to the terms of the Bank's Response.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

## **Section 7. Bank Compensation**

Subject to the service Option selected by the City in Section 6, the Bank will be compensated for any and all services rendered to City under this Agreement. The Bank agrees to offset monthly service fees against its customary earnings credit for balances in the City's own- interest bearing accounts.

## **Section 8. Default**

The Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt", "insolvent", or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure, or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Agreement. The City is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds in excess of the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement or otherwise under law and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

## **Section 9. Non-Assignability**

This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

## **Section 10. Amendment**

This Agreement shall remain in full force and effect until the end of its term or until amended, cancelled, or superseded by a new bank depository contract. No provisions of this Agreement shall be deemed waived, amended, or modified by either party unless and until such waiver, amendment, or modification is in writing and signed by the parties to this Agreement.

## **Section 11. Termination**

This Agreement may be terminated by the City at any time with or without cause by giving thirty (30) days prior written notice to the Bank.

## **Section 12. Notices**

All notices and correspondence to the City by the Bank or to the Bank by the City shall be deemed given when either delivered in person or deposited in the U.S. Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to the appropriate party at the following address:



If to the City:           City of Schertz  
                                  Attention: City Manager  
                                  1400 Schertz Parkway  
                                  Schertz, Texas 78154

If to the Bank:           Schertz Bank & Trust  
                                  Attention: Operations Officer  
                                  519 Main Street  
                                  Schertz, Texas 78154

### **Section 13. Governing Law**

All applicable provisions and requirements of the laws of the State of Texas and the FDIC governing depositories for the City shall be a part of this Agreement.

### **Section 14. Precedence of Agreement**

This Agreement and attached Exhibits A, B, and C constitute the sole and only agreement between the parties hereto with respect to the subject matter hereof and supersede any prior understanding, written or oral, between the parties respecting the matters herein contained.

### **Section 15. Legal Construction**

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


### **Section 16. Bank Authorization**

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

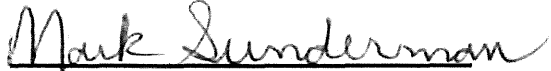
*[The remainder of this page intentionally left blank.]*

EXECUTED on this the 4<sup>th</sup> day of August, 2016.

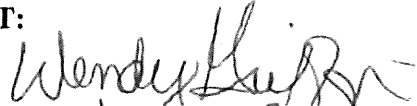
**CITY OF SCHERTZ**

By:   
Name: John C. Kessel  
Title: City Manager

**SCHERTZ BANK & TRUST**

By:   
Name: Mark Sunderman  
Title: President / CEO

**ATTEST:**

By:   
Name: Wendy Goffin  
Title: Cashier / COO

**EXHIBIT A**

**Safekeeping Agreement**

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**SAFEKEEPING AGREEMENT**  
(CORPORATE -- NO FOREIGN SECURITIES)

THIS SAFEKEEPING AGREEMENT (this "Agreement") is entered into as of the 1st day of JUNE, 2000, by and between THE FROST NATIONAL BANK, a national banking association organized and existing under the laws of the United States of America (the "Bank") and Schertz Bank & Trust Cust, a Bank (the "Depositor"). The Bank and the Depositor agree that all securities and/or other property deposited with and accepted by Bank ("Security") shall be governed by the terms and conditions herein set forth, and agree to the following

W I T N E S S E T H:

The Bank shall establish and maintain a custody account (the "Account") for and in the name of the Depositor and hold therein all securities deposited with or collected by the Bank in its capacity as custodian for the Account. The terms "Security" or "Securities" shall mean any negotiable or non-negotiable investment instrument(s) commonly known as a security or securities in banking custom or practice, and so long as held by the Bank, all income therefrom and all cash deposited by, or for the account of, the Depositor. The Bank agrees to open the Account and hold all Securities and other property, from time to time, deposited with or collected by the Bank for the Account, subject to the terms and conditions of this Agreement, as the same may be amended from time to time.

SECTION 1  
ACCEPTANCE OF SECURITIES

(a) The Bank shall accept delivery from and on behalf of the Depositor such Securities as shall, from time to time, be acceptable to it. Any Securities now held by the Bank for the Depositor under a prior custody agreement shall be deemed to have been deposited hereunder. The Bank shall have no responsibility to (i) determine the validity, genuineness or alteration of the Securities or related instruments delivered pursuant to the terms hereof; (ii) review the Securities; or (iii) advise the Depositor of the purchase, retention, sale, exchange, disposition, call for redemption of the Securities or related instruments.

(b) The Bank shall supply to the Depositor from time to time as mutually agreed by the Bank and the Depositor a written statement with respect to all of the Securities held in the Account. In the event that the Depositor does not inform the Bank in writing of any exceptions or objections to such statement within thirty (30) days after receipt of such statement, the Depositor shall be deemed to have approved such statement.

(c) The Bank shall segregate and identify on its books and records as belonging to the Depositor all Securities delivered by or for the account of the Depositor which are held by the Bank in the Account.

(d) The Depositor authorizes the Bank, for any Securities held hereunder, to use the services of any United States central securities depository it deems appropriate and where it may hold any of its own securities, including, but not limited to, the Depository Trust Company and the Federal Reserve Book Entry System. The term "central securities depository" shall also include any depository service which acts as a custodian of securities in connection with a system for the central handling of securities whereby all securities of a particular class or series of any issuer deposited within the system are treated as fungible and may be transferred by bookkeeping entry without physical delivery of security certificates. Placement by the Bank of Securities into a central securities depository or safekeeping facility shall neither augment nor diminish the Bank's duties or obligations under any other paragraph of

this Agreement, provided that the Bank shall have no liability for the acts or failure to act of any such central securities depository.

(e) The Bank is authorized to re-register the Securities in the name of the Bank or its nominee unless alternative and acceptable registration instructions are promptly furnished by the Depositor.

## **SECTION 2 COLLECTION OF INCOME**

The Bank agrees to collect and receive the dividends, interest and other income from the Securities, as directed by the Depositor, and will credit the Depositor's designated deposit account for such items. Charges, if any, will be charged to the Depositor's deposit account under advice. The Bank assumes no liability for failure to perform this service, as it is intended merely as an aid to the Depositor and does not relieve the Depositor of its own duty to keep itself informed of information affecting its own portfolio. The Bank is hereby authorized to sign, on the Depositor's behalf, any declarations, affidavits, certificates of ownership, or other documents which are now or may hereafter be required with respect to coupons, registered interest, dividends or other income on Securities. **THE DEPOSITOR HEREBY AGREES TO REIMBURSE, INDEMNIFY, AND HOLD HARMLESS, THE BANK, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COURT COSTS) THAT MAY ARISE BY REASON OF THE EXECUTION OF ANY SUCH DOCUMENTS BY THE BANK.**

## **SECTION 3 COLLECTION OF PRINCIPAL**

The Bank is authorized to collect, receive and receipt for the principal of all Securities when and as the same may mature, be redeemed, or be sold upon the order of the Depositor. The proceeds of such collections, as well as any other principal payments received for any Securities, will be credited to the Depositor's designated deposit account. The Bank will use commercially reasonable efforts to collect the Securities and other property at maturity and at dates of call for payment, but assumes no responsibility for its failure to do so and shall not be obligated to institute or participate in any legal proceedings relative thereto. The Bank will not be liable for the insolvency, or default in the payment of principal or interest or in the performance, of the issuer of any Securities.

## **SECTION 4 WITHDRAWAL OF SECURITIES**

The Securities will be released only upon the Bank's receipt of written instructions from the Depositor. In the event the Depositor is a corporation or limited liability company, Securities will be released upon the instructions of such officer(s) as are authorized by corporate/company resolution ("Authorized Representative"), and the Depositor shall furnish the Bank on or before such withdrawal, certified copies of resolutions relating to or changing such authority. The Depositor expressly agrees that the Bank shall not be liable for any loss, damage, or liability resulting from the Bank's actions taken in accordance with instructions given to the Bank by an Authorized Representative. If the Depositor has delivered to the Bank Securities subject to a pledge, such Securities will be released only upon the receipt of (i) a written notice by the Depositor or an Authorized Representative, if requested by Bank, (ii) a written release of the pledgee, and (iii) a certificate of the Depositor certifying that the signature of the pledgee is authorized and authentic.

## SECTION 5 STANDARD OF CARE

The Bank shall exercise commercially reasonable care in receiving, holding and handling the Securities. The Bank will exercise the commercially reasonable care expected of a professional custodian for hire with respect to the Securities in its possession or control.

## SECTION 6 DEPOSITOR DUTIES

(a) The Depositor shall provide the Bank with a written certificate signed by an Authorized Representative containing the specimen signatures of each person authorized to act and give direction on behalf of the Depositor. The Bank shall be entitled to rely upon such certificate until notified in writing otherwise by the Depositor.

(b) The Bank is further authorized to rely upon any written instructions or instructions received by any other means and identified as having been given or authorized by any person named to the Bank as authorized to give written instructions, regardless of whether such instructions shall in fact have been authorized or given by any of such persons, provided that the Bank and the Depositor shall have agreed in writing upon the means of transmission and the method of identification for such instructions. Instructions received by any other means shall include verbal instructions, provided that any verbal instruction shall be promptly confirmed in writing. In the event verbal instructions are not subsequently confirmed in writing, as provided above, the Depositor agrees to hold the Bank harmless and without liability for any claims or losses in connection with such verbal instructions. Notwithstanding the above, instructions for the withdrawal of securities "*free of payment*" shall be given only in writing, manually signed by any such authorized persons.

(c) The Depositor may appoint one or more investment managers ("**Investment Managers**") with respect to the Account. The Bank is authorized to act upon instructions received from any Investment Manager to the same extent that the Bank would act upon the instructions of the Depositor, provided that the Bank has received copies of the instruments appointing the Investment Manager and written confirmation from the Investment Manager evidencing its acceptance of such appointment, or other evidence satisfactory to the Bank.

(d) If the Depositor should choose to have telecommunication or other means of direct access to the Bank's reporting system for Securities in the Account pursuant to paragraph (e) of Section 7, the Bank is also authorized to rely and act upon any instructions received by it through a terminal device, provided that such instructions are accompanied by code words which the Bank has furnished to the Depositor by any method mutually agreed to by the Bank and the Depositor, and which the Bank shall not have then been notified by the Depositor to cease to recognize regardless whether such instructions shall in fact have been given or authorized by the Depositor or any such person. The Depositor's delegates shall be named by a certificate provided to the Bank from time to time by the Depositor.

(e) In the event that the Bank shall receive conflicting instructions from Depositor regarding any particular transaction, the Bank shall have no duty to attempt to resolve such conflict; provided, however, the Bank may rely upon the instruction first received by the Bank and the Bank is hereby held harmless from all consequences of such reliance.

## SECTION 7 BANK DUTIES

(a) The Bank shall receive or deliver, or shall instruct any other entity authorized to hold Securities hereunder to receive or deliver, Securities and credit or debit the Account, in accordance with written instructions from the Depositor. The Bank or such entity shall also receive in custody all stock dividends, rights and similar securities issued in connection with Securities held hereunder, shall surrender for payment, in a timely manner, all items maturing or called for redemption and shall take such other action as the Depositor may direct in properly authorized and timely written instructions to the Bank.

(b) All cash received or held by the Bank as custodian or by any entity authorized to hold the Securities hereunder as interest, dividends, proceeds from transfer, and other payments for or with respect to the Securities shall be (i) held in a cash account, or (ii) in accordance with written instructions received by the Bank, remitted to the Depositor.

(c) If the Bank has in place a system for providing telecommunication or other electronic access or other means of direct access by customers to the Bank's reporting system for Securities in the Account, then upon separate written agreement between the Bank and the Depositor, the Bank shall provide such service to the Depositor.

(d) During the Bank's regular banking hours and upon receipt of reasonable notice from the Depositor, any officer or employee of the Depositor, any independent accountant(s) selected by the Depositor and any person designated by any regulatory authority having jurisdiction over the Depositor shall be entitled to examine on the Bank's premises, the Securities held by the Bank on its premises, but only upon the Depositor's furnishing the Bank with properly authorized instructions to that effect, provided, such examination shall be consistent with the Bank's obligations of confidentiality to other parties. The Bank's costs and expenses in facilitating such examinations, including but not limited to the cost to the Bank of providing personnel in connection with examinations shall be borne by the Depositor. The Bank shall also, subject to restrictions under applicable law, seek to obtain from any entity with which the Bank maintains the physical possession of any of the Securities in the Account such records of such entity relating to the Account as may be required by the Depositor or its agents in connection with an internal examination by the Depositor of its own affairs. Upon a reasonable request from the Depositor, the Bank shall use its reasonable efforts to furnish to the Depositor such reports (or portions thereof) of the external auditors of each such entity as related directly to such entity's system of internal accounting controls applicable to its duties under its agreement with the Bank.

(e) The Bank will transmit to the Depositor upon receipt, all financial reports, stockholder communications, notices, proxies and proxy soliciting materials received from issuers of the Securities, and all information relating to exchange or tender offers received from offerors with respect to the Securities. Proxies will be executed by the registered holder if the registered holder is other than the Depositor, but the manner in which the Securities are to be voted will not be indicated. Specific instructions regarding proxies will be provided when necessary. The Bank shall not vote any of the Securities or authorize the voting of any Securities or give any consent or take any other action with respect hereto, except as provided herein. The Bank is authorized to accept and open in the Depositor's behalf all mail or communications received by it or directed to its care.

(f) In the event of tender offers, the Depositor shall mail or fax instructions to the Bank as to the action to be taken with respect thereto or telephone such instructions to the Depositor's account administrator at the Bank, designating such instruction as being related to a tender offer. The Depositor shall deliver to the Bank, by 4:00 p.m., San Antonio, Texas time on the following calendar day, written confirmation. The Depositor shall hold the Bank harmless from any adverse consequences of the Depositor's use of any other method of transmitting instructions relating to a tender offer. The Depositor agrees that if it gives an instruction for the performance of an act on the past permissible date of a period established by the tender offer or for the performance of such act or that it fails to provide next day written confirmation of an oral instruction, the Depositor shall hold the Bank harmless from any adverse consequences of failing to follow said instructions.

(g) The Bank shall promptly notify the Depositor of any calls for redemption, mergers, tenders, consolidations, reorganizations, recapitalizations, or similar proceedings affecting the Securities (other than those Securities registered in the Depositor's name) held in the Account, provided notice of such proceedings appears in standard New York financial publications or a service to which the Bank subscribes. The Bank shall not be liable for late presentation of such items when the Depositor has failed to timely instruct the Bank in writing. Should any Security held in a central securities depository be called for a partial redemption by the issuer of such Security, the Bank is authorized, in its sole discretion, to allot the called portion to the respective holders in any manner it deems fair and equitable.

(h) The Bank shall present all maturing bonds and coupons for collection and is authorized to receive payment of income and principal on other items in accordance with their terms. All funds so collected shall be credited to the Account or remitted in accordance with the instructions of the Depositor.

(i) The Depositor acknowledges and agrees that the Bank shall not be liable for any loss or damage arising out of cause beyond the Bank's control.

## **SECTION 8 FOREIGN SECURITIES**

The Bank shall not hold Securities which are issued by foreign governments or foreign companies or for which the principal trading market is located outside the United States hereunder. Should the Bank elect to hold such securities, such activities shall be governed by a separate agreement between the bank and the Depositor.

## **SECTION 9 FEES AND EXPENSES**

(a) The Depositor agrees to promptly pay upon receipt of an invoice from the Bank the fees and expenses set forth therein. Fees and expenses for the services to be rendered under this Agreement are set forth in Exhibit A attached hereto and incorporated herein for all purposes, as such may be amended from time to time, effective upon 30 days' prior written notice by the Bank to the Depositor. In addition, if the Bank advances securities to the Depositor for any purpose or in the event that the Bank or its nominee shall incur or be assessed any taxes, charges, expenses, assessments, claims or liabilities in connection with the performance of its duties hereunder, except such as may arise from or be caused by the Bank's or its nominee's gross negligence or willful misconduct, Depositor shall immediately reimburse the Bank, or its nominee, for such advances, taxes, charges, expenses, assessments, claims or liabilities, or replace such securities.

(b) The Bank may, in its sole discretion, advance funds on behalf of the Depositor which results in an overdraft if the monies held in the Account are insufficient to pay the total amount payable upon purchase of Securities as instructed. Any such overdrafts shall be deemed to be a loan made by the Bank to the Depositor payable promptly upon demand and bearing interest at The Frost National Bank's prime rate plus two percent per annum from the date incurred. Notwithstanding anything contained in this Agreement to the contrary, the Bank shall have no obligation to advance funds on behalf of the Depositor.

(c) The Bank shall have a lien on the Securities in the Account to secure payment of such fees and expenses, taxes, advances and other charges incurred under this Section 9. The Depositor agrees that the Bank's lien shall be a continuing lien and security interest in and on any Securities at any time held by or through it in accordance with this Agreement, for the benefit of the Depositor or in



which the Depositor may have an interest which is then in the Bank's possession or control or in possession or control of any third party acting on the Bank's behalf. Upon failure by the Depositor to cure any overdraft amounts, or to reimburse the Bank promptly after the request for payment, the Bank may immediately and without further notice dispose of Securities to the extent necessary to obtain reimbursement. The Bank shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as in effect in State of Texas from time to time with respect to the Securities.

(d) The Bank is hereby authorized to charge the Depositor's deposit account number 019981257 for all fees and charges incurred or assessed hereunder.  
(Analysis)

#### **SECTION 10 INVESTMENT RESPONSIBILITY**

Unless otherwise agreed in writing by the Depositor and the Bank, the Bank is under no duty to (i) advise the Depositor relative to the investment, purchase, retention, sale, or other disposition of any Securities held hereunder; (ii) supervise the Depositor's investments, purchases or sales; (iii) invest, or see to the investment of, any cash proceeds or other cash deposited hereunder and held by the Bank; or (iv) determine whether any investment or sale made for the account of Depositor is made in conformity with Depositor's requirements or understandings. The Bank's duties hereunder are strictly ministerial in nature and are limited to those duties expressly set forth in this Agreement. Nothing in this Agreement shall be construed to impose fiduciary responsibilities on the Bank.

#### **SECTION 11 LIMITATION OF LIABILITY**

The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, it being expressly understood that there are no implied duties hereunder. In addition to other provisions of this Agreement, the Depositor agrees that the Bank (a) will be responsible only for the exercise of reasonable commercial standards of the banking business; (b) will not be liable for any loss or damage to the Securities when such loss or damage is due to any cause other than failure to exercise reasonable commercial standards, and in any event will not be liable for any decline in the market value of the Securities; (c) will not be considered an insurer against risk of loss, damage, destruction or decline in market value of the Securities; and (d) will not have liability to the Depositor with respect to the services rendered by the Bank pursuant to this Agreement until such time as the Securities are actually delivered to the Bank, it being understood and agreed that the Depositor bears the risk of loss with respect to shipment and delivery of the Securities to Bank. **IN NO EVENT SHALL THE BANK BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OTHER THAN DAMAGES WHICH RESULT FROM BANK'S FAILURE TO ACT IN GOOD FAITH OR IN ACCORDANCE WITH THE REASONABLE COMMERCIAL STANDARDS OF THE BANKING BUSINESS OR (II) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

In addition to any and all rights of reimbursement, indemnification, subrogation, or any other rights pursuant hereto or under law or equity, the Depositor hereby agrees, to the extent permitted by Texas law, to indemnify and hold harmless the Bank and its officers, directors, and agents (the "indemnified parties") from and against any and all claims, damages, losses, liabilities, reasonable costs, or reasonable expenses whatsoever (including attorneys' fees and court costs) which they may incur (or which may be claimed against them by any person or entity whatsoever) by reason of or in connection with (a) any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the information supplied by the Depositor to the Bank or its nominee in connection with the performance of their duties under this Agreement or the related documents, or the omission or alleged omission to state in such information a material fact necessary to make such statements, in the light of circumstances under which they are or were made, not misleading; or (b) the

execution and delivery of this Agreement. If any proceeding shall be brought or threatened against any indemnified party by reason of or in connection with the events described in clause (a) or (b), such indemnified party shall promptly notify the Depositor in writing and the Depositor shall assume the defense thereof, including the employment of counsel satisfactory to such indemnified party and the payment of all costs of litigation. Notwithstanding the preceding sentence, such indemnified party shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the employment of such counsel shall have been authorized in writing by the Depositor or (ii) the Depositor, after due notice of the action, shall not have employed counsel to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such indemnified party shall be borne by the Depositor. The Depositor shall not be liable for any settlement of any such action effected without its consent. Nothing under this section is intended to limit the Depositor's payment obligations contained elsewhere in this Agreement. This section shall survive the termination of this Agreement.

## **SECTION 12 BANK POWER OF ATTORNEY**

In addition to other rights granted to the Bank pursuant to the terms of this Agreement, the Bank is authorized and empowered in the name of and on behalf of the Depositor to execute any certificates of ownership or other instruments which are or may hereafter be required by any regulations of the United States or any state or political subdivision thereof, so that the Bank may fulfill its obligations hereunder as required in connection with any Securities.

## **SECTION 13 AMENDMENTS**

Except as otherwise provided hereby, the parties may make amendments to this Agreement from time to time, provided that any such amendment shall be reduced to writing; *provided, however*, the Bank may, at any time, in its sole discretion amend any of the provisions of this Agreement upon thirty (30) days' prior written notice to the Depositor.

## **SECTION 14 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

## **SECTION 15 COMPLETENESS OF AGREEMENT**

This Agreement, along with a copy of the fee schedule attached hereto as Exhibit A, constitutes the full and complete agreement between the Bank and the Depositor, and no other understanding or agreement, whether written or oral shall bind either of the parties hereto. The headings of Sections of this Agreement are for convenience only and have no effect on a party's responsibilities or liabilities.

## **SECTION 16 GOVERNING LAW**

This Agreement shall be governed by the applicable laws of the State of Texas.

## SECTION 17 TERMINATION

This Agreement may be terminated by either the Depositor or the Bank upon at least ten (10) days prior written notice to the other. The Depositor shall have a period of thirty (30) days from the date of the last and final accounting provided by the Bank to make any objection or claim, and failure to do so within the thirty (30) day period shall be deemed by the parties hereto to constitute accord and satisfaction. As soon as practicable following termination of this Agreement, the Bank shall deliver all Securities to the Depositor in accordance with the Depositor's written instructions.

## SECTION 18 NOTICES

Any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and shall be given by certified or registered mail, facsimile transmission ("fax") or express courier and shall be deemed to have been given and received twenty-four (24) hours after a certified or registered letter or express courier package containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Such notices shall be given to the parties hereto at the following addresses:

If to the Bank:

The Frost National Bank  
P.O. Box 1600  
San Antonio, Texas 78296  
Attention: Custody Services Department  
Facsimile No.: (210) 220 - 5986

If to the Depositor:

Schertz Bank & Trust (Customer Account)  
P.O. Box 800  
Schertz, Texas 78154  
Attention: Melvin F. Golla  
Facsimile No.: 210-945-7424

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

## SECTION 19 MISCELLANEOUS

(a) This Agreement may be executed in any number of counterparts; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(b) Whenever the context hereof shall so require the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

(c) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

[(d) The Addendum to Safekeeping Agreement attached hereto is incorporated herein and made a part hereof for all purposes.]

IN WITNESS WHEREOF, the parties thereto executed this Agreement as of the day and year first above-written.

BANK:

THE FROST NATIONAL BANK

By: Olga Aguilar

Name: Olga Aguilar

Title: Assistant Vice President

DEPOSITOR:

Schertz Bank & Trust  
(Customer Account)

By: Melvin F. Golla

Name: Melvin F. Golla

Title: President

## **EXHIBIT B**

### **Authorized Representatives**

For the term of this Agreement, the City and the Bank designate the individuals listed below as authorized to represent and act for the City and the Bank, respectively, in any and all matters including collateral assignment and substitution, and, upon further written authorization by the City with respect to Bank officials, execution of agreements and transfers of funds. Any changes in these representatives by either party will be made in writing to the other party.

#### **CITY OF SCHERTZ**

John C. Kessel, City Manager

Brian James, Executive Director

Juan Santoya, Finance Director

James Walters, Assistant Finance Director

#### **SCHERTZ BANK & TRUST**

Mark Sunderman, President / CEO

Wendy Griffin, Cashier

## **EXHIBIT C**

### **RFP Response**

See attached SB&T Response

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## Schedule of Proposed Fees

Activity volumes are estimates based on historical levels. The AFP Code for several of the services has been provided where available. Change as necessary.

Pricing based on available information.

Changes in volumes, account structure and additional clarification of information may adjust pricing. Additional services may be added at the City's request.

AFP Code*	Service	Unit Basis	AVG MO/Vol.	Unit Bank Charge	Explanatory Notes, as applicable
<b>Account Services</b>					
012300	FDIC Assessment (on Avg Ledger)	Per quarter		.0912	monthly
010000	Master Account Maintenance Fee	Per account	1	10.00	
010000	Subsidiary Account Maintenance Fee	Per account	1	10.00	
010021	ZBA Account Maintenance Fee	Per account		25.00	
010112	ZBA Account Transfers	Per item		N/C	
010320	Account Research Fee	Per hour		25.00	Per hour
450020	Investment Sweep - Master	Per account		25.00	
	Investment Sweep - Subsidiary	Per account		25.00	
010110	Deposit Processing - Teller OTC	Per deposit	135	N/C	
010100	Debits Posted	Per item	600	.10	
010101	Credits Posted	Per item	400	.25	
010703	Statements Rendered	Per item		N/C	
150401	Telephone Inquiry	Per item		.50	Eight (8) free per statement cycle .50 thereafter
100400	Return Items	Per item		5.00	
100402	Reclears	Per item		3.00	
100430	Return Check Notice Fax	Per item	5	N/C	
100700	Return Check Notice Internet	Per item	5	N/C	
100410	Return Item - Per Item	Per item	5	30.00	Non Sufficient item fee
400800	Extended Storage > 90 Days	Per item		N/C	
<b>Automated Services - Balance &amp; Detail</b>					
401003	Software Installation Fee	One time		N/C	
400000	Monthly Maintenance	Per account		N/C	
400699	Subscription Fee	Per account		N/C	
100700	Balance Reporting Module	Per account	1	N/C	
	Prior Day Balance Reporting	Per account/month	1	N/C	
40000Z	Intra-Day Reporting	Per account/overall		N/C	
250000	Positive Pay Module	Per account/overall	1	25.00	
150410	Stop Pay Module	Per account/overall	1	30.00	Charged per stop payment, no charge for module
	Wire Transfer Module	Per account/overall	1	25.00	
	Account Analysis Electronic Form	Per account		N/C	
400001	Detail Item fee (all modules)	Per item		N/C	
400800	Extended On-line Storage	Per item		N/C	
<b>Deposits</b>					
109999	Item Deposited	Per item			
100001	Banking Center Deposits	Per item	450	.05	
10001A	Night Drop Deposits	Per item	8	.25	
100220	Check Deposited - On-us Items	Per item	150	.05	
100224	Check Deposited - Transit	Per item	300	.05	
100228	Check Encoding Charge	Per item	450	N/C	
100000	Branch Deposit - Immediate Verification	Per item		N/C	
100007	Branch Post Verification	Per item		N/C	

AFP Code*	Service	Unit Basis	AVG MO/ Vol.	Unit Bank Charge	Explanatory Notes, as applicable
<b>Remote Check Capture</b>					
001099	One-time set-up or training fees	One time	1	100.00	
001010	Monthly Maintenance	Per month/site		25.00	
001000	Monthly Equipment Leasing	Per month		N/A	Scanner provided by bank (\$740 value)
001010	Transit Items	Per item	7,500	N/C	
001100	Remote Transmission - File	Per file	150	N/C	
001110	Remote Transmission - Detail	Per item	7,500	N/C	
	Scanner Rental	Per month	6	N/C	Scanner provided by bank, to be returned at account closing.
<b>Cash Vault</b>					
100100	Cash Vault Base Fee Processing Fee	Per item		N/C	
100101	Standard Deposit Note Vault	Per item		N/C	
	Commercial Deposits - Vault			N/C	
	Fed Ready Bags	Per item	20	N/C	
100010	Full bag - loose coin	Per item		2.25	
100012	Plastic bag deposit	Per item		N/C	
100013	Partial bag of loose coin	Per item		2.25	
100047	Minimum change order	Per item		N/C	
100101	Coin Deposit	Per deposit	10	N/C	
100144	Rolled Coin Furnished	Per item	1	.10	Per roll
100100	Currency deposit	Per deposit		N/C	
100102	Currency deposit	Per item	20	N/C	
10004A	Branch Order Currency Strap	Per item	1	.60	Per strap
100500	Deposit Corrections	Per item	1	5.00	
100401	Special Handling - Base Charge or Item			N/C	
<b>ACH Processing</b>					
250110	Monthly Maintenance (Base) Fee*	Per month		25.00	
250102	Origination of file - two day	Per file	2	N/C	
250102	On-Us two day	Per item	300	N/C	
250102	Origination per item	Per item		N/C	
250101	ACH Debit/Credits Originated	Per item		N/C	
250200	Electronic Debits	Per item	25	N/C	
250201	Electronic Credits	Per item	300	N/C	
250202	ACH Received item	Per item	2	N/C	
250501	File Processing	Per item		N/C	
250120	ACH Addendum Record In/Out	Per item		N/C	
250302	ACH Returned items	Per item		5.00	
250642	Deletions or Reversal charges	Per item	1	N/C	
250502	Transmission	Per file	2	N/C	
250401	Notification	Per item/file		N/C	
251050	Fraud filter - Stop - Base fee	Per account	1	N/C	
251050	Fraud filter - Review - Base fee	Per month	1	N/C	
251053	Fraud filter - Review - Per item	Per item		N/C	
<b>Positive Pay</b>					
150030	Monthly Maintenance (Base) Fee*	Per month	1	25.00	
150120	Positive Pay Posted Checks	Per item	600	N/C	
150120	Positive Pay Rejects	Per item	2	N/C	
150410	Per item charge with Partial Recon	Per item		N/C	



AFP Code*	Service	Unit Basis	AVG MO/ Vol.	Unit Bank Charge	Explanatory Notes, as applicable
150122	Payee Name Verification	Per item	600	N/C	
	Per item charge without Recon	Per item		N/C	
151351	Image Capture Per Item	Per item	600	N/C	
	Exception Notification	Per item		N/C	
150340	NSF Handling Fee	Per item		N/C	
	Transmission	Per item		N/C	
	<b>Reconciliation</b>				
200410	Monthly Maintenance (Base) Fee*	Per month	1	N/C	
151100	Monthly sort & list maintenance	Per month		N/C	
151100	Serial sort and list	Per item		N/C	
200020	Partial recon monthly maintenance	Per account	1	N/C	
150100	Full Recon detail	Per item	600	N/C	
200120	Partial recon with positive pay	per item	600	N/C	
200201	Transmissions	Per transmission	1	N/C	
200201	Transmission detail	Per item	600	N/C	
200401	Deposit Recon - Per Detail	Per item	650	N/C	
200300	Addenda Reporting	Per item		N/C	
200301	Output File	Per item		N/C	
	<b>Safekeeping</b>				
450000	Monthly Maintenance Custody	Per month		N/C	
459999	Clearing fees			N/C	
459999	FRB	Per item		N/C	
459999	DTC	Per item		N/C	
450102	Securities Received/Del - DVP	Per item		N/C	
459999	Safekeeping Fees	Per item		N/C	
450499	FRB	Per item		N/C	
450499	DTC	Per item		N/C	
450111	Custody per CUSIP/ Holding	Per CUSIP		N/C	
450102	Custody fixed income	Per item		N/C	
	Income Collection to DDA				
450102	Income Collection - Coupons	Per item		N/C	
459999	Income Collection - Maturities	Per item		N/C	
459999	Income Collection - Calls	Per item		N/C	
	<b>Stop Pays</b>				
150420	Stop pays - Manual	Per item		30.00	
150410	Stop pays - Automated	Per item	1	30.00	
	<b>Wire Transfers</b>				
350300	Monthly Maintenance	Per month	2	25.00	
350300	Incoming - Domestic	Per item	2	10.00	
350100	Outgoing - Repetitive - automated	Per item	2	25.00	Additional fees may apply for international wires
350101	Outgoing - Non-Repetitive - automated	Per item		25.00	Additional fees may apply for international wires
350551	Repetitive Instruction Storage	Per item		N/C	
350124	Wire book Transfer Internet initiated	Per item		25.00	
350411	Wire Advices Faxed/Mailed	Per item		25.00	
359999	Bank Init Account Debit Transfer	Per Account		N/C	

AFF Code*	NAME: Service	Unit Basis	AVG MO/ Vol.	Unit Bank Charge	DATE: Explanatory Notes, as applicable
	<b>POSITION APPLIED FOR:</b>				
150030	Imaging Maintenance	Per month	1	N/C	
159999	CD ROM Maintenance				
151399	CD ROM Service - Per Item	Per item	750	N/C	
151353	CD ROM Service - Per Disk	First CD	1	5.00	
	Each individual will be rated for each of the above items and given a score of 1 through 5, with 5 being considered the highest rating. A combined total rating will then be given.				
151352	Image Retrieval Per Retrieve	Per item	15	N/C	
151352	Image Retrieval > 91 days	Per item	5	N/C	
	<b>APPEARANCE</b>				<b>RATING</b>
	Collateral Pledge Report		1	N/C	
550160	Collateral Pledge Fee	Per item			
	Consider such items as apparent grooming habits, how individual's appearance would be accepted by the public, and if individual presents self favorably for interview. (Note: optional rating applies only to grooming and wearing apparel and does not apply to personal characteristics.)				
	Purchasing Cards (assume 50)				
080400	Monthly Maintenance (Pase) Fee	Per item	50	N/C	Schertz Bank & Trust Business Debit Card
080301	Card Issuance Fee	Per item	4	N/C	
080100	Transaction Fee	Per item	4	N/C	
080000	License Fee	Per item	1	N/C	
	Reporting	Per item		N/C	
	Late Fee/ Finance Charge			N/C	
	<b>EXPRESSION</b>				<b>RATING</b>
	Consider such items as how individual responds to questions (i.e., if response is directly to the question or if individual is being evasive), use of language, tone and volume of speech.				
	Monthly Maintenance	Per month		5.00	
	Chargeback Fee	Per item		20.00	
	Card Processing				
	Visa CPS-2 (Emerging Market)				
	Intercharge	%		cost	
	Association assessment	%		cost	
	Total cost per item	\$\$		0.05	
	Additional bank fee	\$\$		0.05	
	MC Merit III				
	Intercharge	%		cost	
	Association assessment	%		cost	
	Total cost per item	\$\$		0.05	
	Additional bank fee	\$\$		0.05	
	Card Processing				
	Visa CPS-2 (Emerging Market)				
	Intercharge	%		cost	
	Association assessment	%		cost	
	Total cost per item	\$\$		0.05	
	Additional bank fee	\$\$		0.05	
	MC Merit III				
	Intercharge	%		cost	
	Association assessment	%		cost	
	Total cost per item	\$\$		0.05	
	Additional bank fee	\$\$		0.05	
	Debit Card processing				
	Visa/MC (PIN)	\$			Interchange plus .10 cents per transaction
	Visa (Non-PIN)			.05	.05 cents per transaction

Interviewer

Date

AFP Code*	Service	Unit Basis	AVG MO/ Vol.	Unit Bank Charge	Explanatory Notes, as applicable
	Intercharge	%		Cost	
	Association assessment	%		Cost	
	Total cost per item	\$\$		0.05	
	Additional bank fee	\$\$		0.05	
	MC (Non-PIN)				
	Intercharge	%		Cost	
	Association assessment	%		Cost	
	Total cost per item	\$\$		0.05	
	Additional bank fee	\$\$		0.05	
	Equipment Rent/Lease				
	Terminal	Per month			Below fees depend upon which terminal City needs/wants
	Printer	Per month			
	PIN pad	Per month			
	Check Reader	Per month			
	Imprinter	Per month			
	Software fee	Per month			
	<b>Pay Cards (assume 100)</b>				
060001	Monthly Maintenance (Base) Fee	Per month		N/C	
	Processing - Per Item	Per item		N/C	
060320	ATM cash withdrawal	Per item		N/C	
060324	Cash advance OTC	Per item		N/C	
060403	ATM Balance Inquiry	Per item		N/C	
010000	Overdraft Fee	Per item		N/C	
	Card origination	Per item		N/C	
060100	Enrollment	Per card		N/C	
	Notifications	Per item		N/C	
060101	Corrections	Per item		N/C	
060220	Replacement Fee	Per card		N/C	
	Safe Deposit Box			N/C	
Add additional fees as necessary.					

Schertz Bank & Trust offers the below in lieu of Account Analysis fees:

If the City maintains a combined average collected balance (checking and certificates of deposit) of \$500,000.00, then there will be no Account Analysis fee charged to the account, however there could be vendors' costs, i.e.: Merchant Card Services, etc.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Schertz Bank & Trust  
Schertz, TX United States

**Certificate Number:**  
2016-95223

**Date Filed:**  
08/04/2016

**Date Acknowledged:**  
08/05/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Schertz

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

741469344  
Depository

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Schertz Bank & Trust	Schertz, TX United States		X

**5 Check only if there is NO Interested Party.**

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
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08/04/2016

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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Schertz Bank & Trust  
Schertz, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Schertz

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

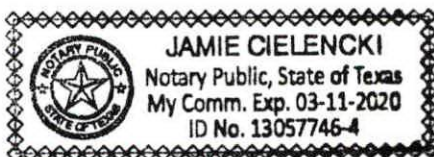
741469344  
Depository

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Schertz Bank & Trust	Schertz, TX United States		X

5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Wendy Griffin*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Wendy Griffin, this the 5 day of Aug., 2016, to certify which, witness my hand and seal of office.

*Jamie Cieloncki*  
Signature of officer administering oath

Jamie Cieloncki  
Printed name of officer administering oath

Notary  
Title of officer administering oath

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 10, 2020  
**Department:** Public Works  
**Subject:** Resolution No. 20-R-28 - Consideration and/or action approving a Resolution authorizing an Interlocal Agreement Amendment between the San Antonio River Authority and the City of Schertz, Texas for Wastewater transportation treatment and disposal. (C. Kelm/S. Williams/J. Hooks)

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**BACKGROUND**

The City of Schertz and the San Antonio River Authority entered into an agreement on March 24, 2015 for transportation, treatment and disposal of wastewater from the Reserve at Schertz subdivision and various properties in southern Schertz. The City of Schertz agrees to accept and transport wastewater from other areas outside the City limits operated by San Antonio River Authority; transport wastewater through lines owned and maintained by the City; and return the wastewater back to the San Antonio River Authority.

**GOAL**

To partner with San Antonio River Authority for the safe transportation of wastewater in the southern Schertz service area.

**COMMUNITY BENEFIT**

To provide wastewater transportation to residents in southern Schertz and surrounding areas.

**SUMMARY OF RECOMMENDED ACTION**

Recommend approval of Inter local Agreement Amendment between City of Schertz and San Antonio River Authority.

**FISCAL IMPACT**

No Fiscal Impact

**RECOMMENDATION**

Recommend approval of Inter local Agreement Amendment between City of Schertz and San Antonio River Authority.

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**Attachments**

Resolution 20-R-28  
ILA and map

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**RESOLUTION NO. 20-R-28**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS  
APPROVING AN INTERLOCAL AGREEMENT AMENDMENT BETWEEN THE CITY  
OF SCHERTZ, TEXAS AND THE SAN ANTONIO RIVER AUTHORITY FOR  
SEWAGE TRANSPORTATION, TREATMENT AND DISPOSAL IN SOUTHERN  
SCHERTZ AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City staff of the City of Schertz (the “City”) has recommended that the City amend an Interlocal Agreement with San Antonio River Authority for Sewage Transportation, Treatment, and Disposal; and

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

**WHEREAS**, the San Antonio River Authority holds the Certificate of Convenience and Necessity for Sewer Service in the Southern Schertz area; and

**WHEREAS**, the staff of the City of Schertz has met with the San Antonio River Authority and negotiated the terms of the Amended Interlocal Agreement; and

**WHEREAS**, the City of Schertz holds a dual Certificate of Convenience and Necessity with the Public Utility Commission; and

**WHEREAS**, one of the requirements of the dual Certificate of Convenience and Necessity with the Public Utility Commission is an Interlocal Agreement between the City of Schertz and San Antonio River Authority; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to amend the Interlocal Agreement with the San Antonio River Authority for Sewage Transportation, Treatment, and Disposal attached hereto as Exhibit A (the “Agreement”).

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with the San Antonio River Authority.

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 10<sup>th</sup> day of March, 2020.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)



**EXHIBIT A**  
**INTERLOCAL AGREEMENT**

		<b>AMENDMENT NUMBER 4 TO THE INTERLOCAL AGREEMENT BETWEEN THE SAN ANTONIO RIVER AUTHORITY AND THE CITY OF SCHERTZ, TEXAS, FOR WASTEWATER TRANSPORTATION, TREATMENT AND DISPOSAL</b>
<b>STATE OF TEXAS</b>	§	
	§	
<b>COUNTY OF BEXAR</b>	§	

---

This Amendment No. 4 (the “Amendment”), is made and entered into as of the 18<sup>th</sup> day of March, 2020, by and between the City of Schertz, a Texas municipal corporation (hereinafter referred to as “CITY”), and the San Antonio River Authority, a conservation and reclamation district (hereafter referred to as “RIVER AUTHORITY”) headquartered in San Antonio, Texas.

WHEREAS, the RIVER AUTHORITY and CITY entered into an Interlocal Agreement effective as of March 24, 2015 (the “Agreement”) providing that the RIVER AUTHORITY shall transport, treat and dispose of the wastewater of CITY, a wholesale customer of the RIVER AUTHORITY; and

WHEREAS, the CITY desires to serve the geographic area supported by RIVER AUTHORITY and RIVER AUTHORITY is willing and able to provide such services; and

NOW, THEREFORE, the PARTIES hereto, in consideration of the mutual AGREEMENTS and undertakings hereinafter set forth, hereby contract and agree as follows:

CITY and RIVER AUTHORITY agree to amend the Agreement as follows:

Section II is amended to add the following: CITY agrees to continuously accept sewage from RIVER AUTHORITY at the Point of Entry along Boenig Drive as identified EXHIBIT A – Revised.

EXHIBIT A to the Agreement is deleted in its entirety and replaced with the attached new EXHIBIT A-Revised.

IN WITNESS WHEREOF, the PARTIES hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed in several counterparts, each of which, shall constitute an original, as of this 18<sup>th</sup> day of March, 2020.

SAN ANTONIO RIVER AUTHORITY

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Suzanne B. Scott, General Manager

ATTEST:

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Stephen T. Graham, Assistant General Manager

APPROVED AS TO FORM:

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Allison Elder, Director of Legal Services

CITY OF SCHERTZ, TEXAS

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Name: Mark Browne

Title: City Manager

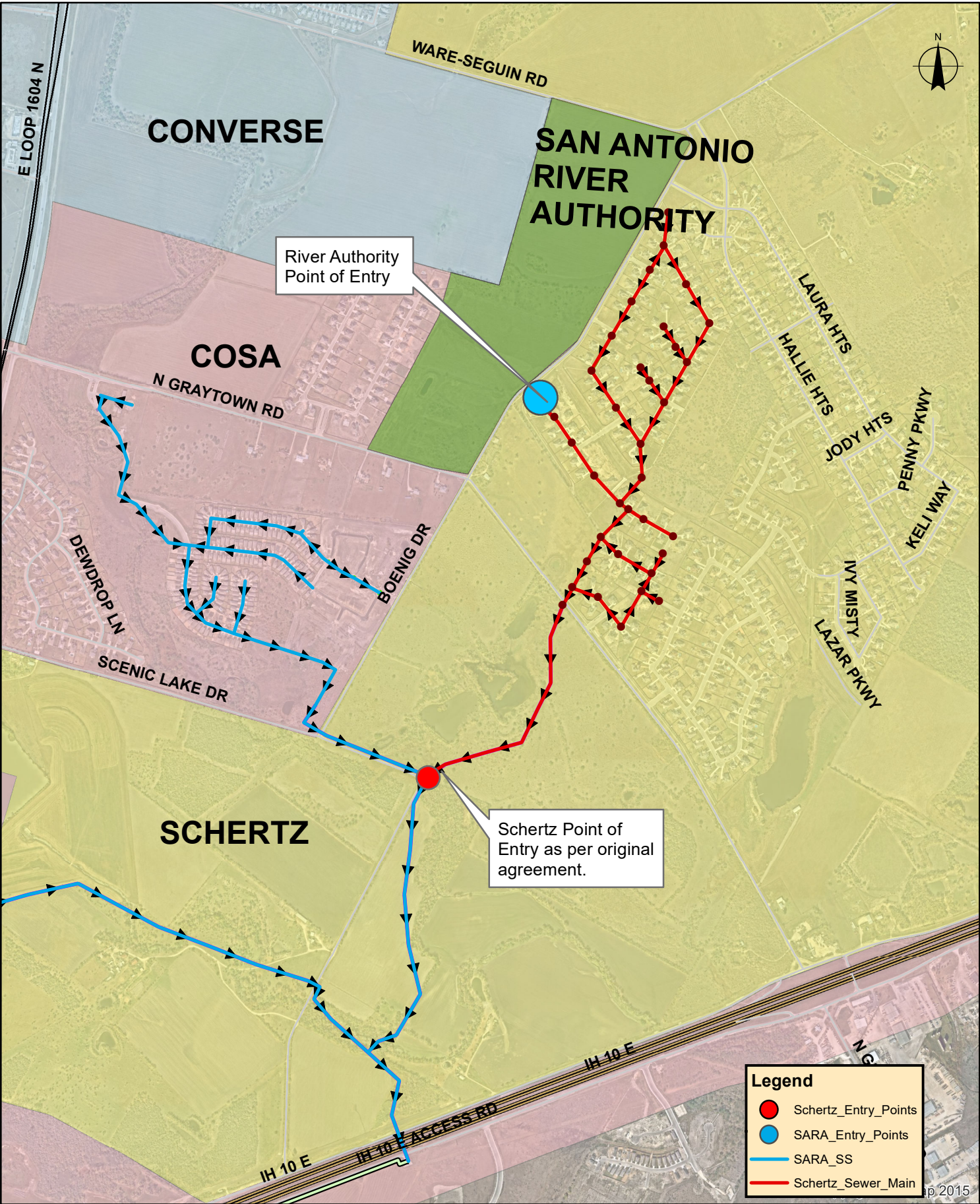
ATTEST:

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Name:

Title:

# EXHIBIT A REVISED





**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 10, 2020  
**Department:** City Secretary  
**Subject:** Resolution No. 20-R-29 - Consideration and/or action approving a Resolution amending the Schertz/Seguin Local Government Corporation (SSLGC) Fiscal Year 2019-2020 Annual Budget. (C. Kelm/S. Williams)

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**BACKGROUND**

On June 25, 2019, City Council approved Resolution No. 19-R-77 the Schertz/Seguin Local Government Corporation Fiscal Year 2019-2020 Annual Budget.

On February 20, 2020, the Schertz/Seguin Local Government Corporation approved Resolution #SSLGC R20-03 amending their budget in the Amount of \$31,147 to re-appropriate funds for the purchase of a truck that was lost in FY2019 due to a grass fire. The truck was ordered in July 2019, but not received until after October 1, 2019. The Board of Directors of the Schertz/Seguin Local Government Corporation found this budget adjustment is required because of unanticipated changes and unforeseen conditions.

**GOAL**

To approve the amended Schertz/Seguin Local Government Corporation budget amendment for Fiscal Year 2019-2020.

**COMMUNITY BENEFIT**

To provide the lowest cost for vehicle replacement purchased for the Schertz/Seguin Local Government Corporation (SSLGC) to help ensure the highest level of service of providing water to Schertz residents and businesses.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of the Resolution amending the Schertz/Seguin Local Government Corporation Fiscal Year 2019-2020 Annual Budget to re-appropriate funds for the purchase of a truck lost in FY2019 due to a grass fire.

**FISCAL IMPACT**

Costs associated with purchasing this truck will be paid for out of the appropriate funds of The Schertz/Seguin Local Government Corporations budget.

**RECOMMENDATION**

Approval of Resolution No. 20-R-29.

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**Attachments**

SSLGC R20-03  
2019-2020 Approved budget summary



A RESOLUTION AMENDING THE FISCAL YEAR 2020 SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION BUDGET.

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL YEAR 2020 SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION BUDGET IS AMENDED AS FOLLOWS:

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**Schertz-Seguin Local Government Corporation Operating Fund**

<b>Amount</b>	<b>Increase:</b>	<b>Increase:</b>
\$ 31,147	SSLGC Operating Fund Capital Outlay Transportation-Vehicles 063-5500-707100	SSLG Operating Fund Non-Departmental Use of Retained Earnings 063-9800-960000

Reason requested: To re-appropriate funds for the purchase of truck that was lost in FY19 due to a grass fire. The truck was ordered in July 2019, but not received until after October 1, 2019.

The Board of Directors of the Schertz-Seguin Local Government Corporation finds that these budget adjustments are required because changes and unforeseen conditions that could not have been anticipated in the original budget.

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This resolution shall become effective and applicable on the date of its approval and passage.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE SCHERTZ-SEGUIN LOCAL GOVERNMENT CORPORATION, on this the 20<sup>th</sup> day of February, 2020.

  
\_\_\_\_\_  
President  
Schertz-Seguin Local Government Corporation

ATTEST:

  
\_\_\_\_\_  
Secretary

Or

---

Assistant Secretary



## 2019-20 Budget - SSLGC Expenses

		FY 2018 Actual	FY 2019 Budget	FY 2019 03/31/19	FY 2019 Estimates	FY 2020 Budget
063 - SSLGC OPERATING DEPT.						
55 - SSLGC						
11 - Salaries						
063-5500-110100	Regular Salaries	757,915.75	803,838.00	274,617.22	803,838.00	901,573.00
063-5500-112000	Overtime/On Call	34,892.61	40,000.00	19,246.12	40,000.00	80,500.00
11 - Salaries Totals:		792,808.36	843,838.00	293,863.34	843,838.00	982,073.00
12 - Benefits						
063-5500-121000	Payroll Taxes	58,956.04	64,554.00	21,892.10	64,554.00	75,129.00
063-5500-122000	Retirement	159,719.21	184,864.00	64,047.42	184,864.00	220,181.00
063-5500-123000	Health Insurance	106,930.43	111,572.00	42,623.82	111,572.00	114,283.00
063-5500-123100	Life Insurance	2,122.47	1,070.00	433.18	1,070.00	1,070.00
063-5500-124000	Workers' Compensation	6,718.60	15,488.00	3,714.93	15,488.00	10,170.00
12 - Benefits Totals:		334,446.75	377,548.00	132,711.45	377,548.00	420,833.00
32 - Professional Services						
063-5500-320500	Professional Services	25,260.15	22,800.00	12,760.02	22,800.00	76,200.00
063-5500-321000	Annual Audit	13,800.00	15,000.00	0.00	11,835.00	15,000.00
063-5500-321200	Consultant Services	126,161.83	161,000.00	59,639.13	104,550.00	86,500.00
063-5500-321500	Attorney Fees	65,080.24	60,000.00	14,634.61	20,500.00	50,000.00
063-5500-321600	Landfill Opposition	142,099.89	200,000.00	3,813.01	3,813.00	10,000.00
063-5500-323500	Solid Waste Contract	2,127.51	2,400.00	1,274.94	2,400.00	3,000.00
32 - Professional Services Totals:		374,529.62	461,200.00	92,121.71	165,898.00	240,700.00
34 - Technical Services						
063-5500-342100	Gonzales Underground Water District	93,775.73	91,000.00	100,435.70	93,000.00	100,000.00
063-5500-342400	GCGCD Permit Fee	148,686.84	148,000.00	87,960.32	174,700.00	174,000.00
063-5500-342500	GCUWCD Mitigan Fund Pymt	112,921.56	166,000.00	0.00	69,149.00	75,000.00
063-5500-343000	Testing/Inspection Fees	16,604.56	25,000.00	8,760.10	16,000.00	22,400.00
34 - Technical Services Totals:		371,988.69	430,000.00	197,156.12	352,849.00	371,400.00
41 - Utilities Services						
063-5500-411000	Electric	1,796,199.76	2,000,000.00	796,508.32	1,700,000.00	2,250,000.00
063-5500-412000	Water	835.77	1,300.00	328.23	670.00	800.00
063-5500-413000	Sewer	656.56	1,000.00	344.16	700.00	800.00
063-5500-414000	Gas-Centerpoint	879.59	1,000.00	557.66	900.00	1,000.00
063-5500-415000	Telephone Service	428.87	500.00	317.47	296.00	0.00
063-5500-415100	Long Distance	0.00	100.00	0.00	0.00	0.00
063-5500-415200	Telephone-Mobile Phone	3,887.51	4,257.00	1,829.95	4,257.00	5,000.00
063-5500-415300	Internet Access	2,499.96	2,500.00	1,249.98	2,500.00	2,500.00
41 - Utilities Services Totals:		1,805,388.02	2,010,657.00	801,135.77	1,709,323.00	2,260,100.00
43 - Repair and Maintenance						
063-5500-431100	Office Maintenance-Equipment	0.00	2,500.00	0.00	0.00	0.00
063-5500-431200	Office Maintenance-Computer	0.00	0.00	0.00	0.00	11,155.00
063-5500-432100	V&E Maint.-Motor Vehicles	10,718.33	14,000.00	4,286.40	9,000.00	14,000.00
063-5500-432200	V&E Maint.-Machine & Tool	5,640.93	20,000.00	1,268.07	10,000.00	20,000.00
063-5500-432300	V&E Maint.-Heavy Equipment	227.01	20,000.00	2,747.24	4,125.00	15,000.00
063-5500-432400	V&E Maint.-Communications	18,158.81	30,000.00	13,250.75	30,000.00	31,000.00
063-5500-432500	V&E Maint.-Pumps & Motors	110,991.80	200,000.00	37,167.84	175,000.00	250,000.00
063-5500-433000	Buildings Maintenance	10,895.68	20,000.00	29,965.52	20,000.00	20,000.00
063-5500-434601	L&I Maint.-WATER System	135,479.80	125,000.00	14,225.02	78,000.00	127,500.00
063-5500-436000	Property Maintenance	5,616.38	4,000.00	2,404.82	4,000.00	4,000.00
43 - Repair and Maintenance Totals:		297,728.74	435,500.00	105,315.66	330,125.00	492,655.00
44 - Rental						
063-5500-441000	Equipment Rental	6,877.54	10,000.00	1,846.00	10,000.00	10,500.00



		<b>FY 2018 Actual</b>	<b>FY 2019 Budget</b>	<b>FY 2019 03/31/19</b>	<b>FY 2019 Estimates</b>	<b>FY 2020 Budget</b>
063-5500-443500	Water Leases	2,479,889.29	2,500,000.00	1,280,484.59	2,500,000.00	2,603,000.00
<b>44 - Rental Totals:</b>		<b>2,486,766.83</b>	<b>2,510,000.00</b>	<b>1,282,330.59</b>	<b>2,510,000.00</b>	<b>2,613,500.00</b>
<b>52 - Insurance</b>						
063-5500-521000	Building/Auto Liability	63,911.59	66,000.00	87,800.00	118,432.00	117,000.00
<b>52 - Insurance Totals:</b>		<b>63,911.59</b>	<b>66,000.00</b>	<b>87,800.00</b>	<b>118,432.00</b>	<b>117,000.00</b>
<b>54 - Advertising</b>						
063-5500-541000	Publication of Notices	1,639.00	2,000.00	964.00	2,000.00	2,500.00
<b>54 - Advertising Totals:</b>		<b>1,639.00</b>	<b>2,000.00</b>	<b>964.00</b>	<b>2,000.00</b>	<b>2,500.00</b>
<b>61 - General Supplies</b>						
063-5500-611000	Office Supplies	3,097.61	4,000.00	2,511.92	3,800.00	6,500.00
063-5500-612000	Postage	1,001.20	1,000.00	843.00	1,000.00	1,300.00
063-5500-613000	Operating Supplies	4,563.35	7,000.00	4,649.77	7,000.00	8,000.00
063-5500-613300	Chemicals	464,810.65	525,000.00	201,006.79	460,000.00	525,000.00
063-5500-613500	Laboratory Supplies	10,012.56	10,000.00	2,450.45	10,000.00	10,500.00
063-5500-614300	Safety Supplies	1,099.88	7,800.00	419.55	7,800.00	1,300.00
063-5500-616000	Uniforms	4,541.37	5,000.00	3,454.12	5,000.00	5,000.00
063-5500-618000	Minor Tools and Equipment	2,717.19	5,000.00	402.95	5,000.00	6,500.00
<b>61 - General Supplies Totals:</b>		<b>491,843.81</b>	<b>564,800.00</b>	<b>215,738.55</b>	<b>499,600.00</b>	<b>564,100.00</b>
<b>62 - Energy and Fuel</b>						
063-5500-621000	Gasoline	17,123.65	17,000.00	7,364.12	19,500.00	17,000.00
<b>62 - Energy and Fuel Totals:</b>		<b>17,123.65</b>	<b>17,000.00</b>	<b>7,364.12</b>	<b>19,500.00</b>	<b>17,000.00</b>
<b>65 - Miscellaneous</b>						
063-5500-655100	Employee Recognition	0.00	6,000.00	5,644.95	6,000.00	2,000.00
<b>65 - Miscellaneous Totals:</b>		<b>0.00</b>	<b>6,000.00</b>	<b>5,644.95</b>	<b>6,000.00</b>	<b>2,000.00</b>
<b>66 - Education</b>						
063-5500-661000	Seminar Tuition	5,305.00	12,000.00	2,776.95	10,000.00	15,700.00
063-5500-662000	Certification Fees	1,350.00	1,900.00	1,248.00	1,900.00	2,000.00
063-5500-665000	Travel and Lodging	2,772.58	3,000.00	7,307.33	3,000.00	9,000.00
063-5500-665500	Meals	2,179.10	2,500.00	370.65	2,500.00	1,500.00
063-5500-666000	Dues	1,461.00	1,850.00	0.00	1,850.00	3,400.00
063-5500-667000	Subscriptions	325.00	300.00	50.00	300.00	200.00
<b>66 - Education Totals:</b>		<b>13,392.68</b>	<b>21,550.00</b>	<b>11,752.93</b>	<b>19,550.00</b>	<b>31,800.00</b>
<b>67 - Public Relations</b>						
063-5500-671000	Public Relations	6,648.76	7,000.00	3,579.56	5,000.00	5,000.00
<b>67 - Public Relations Totals:</b>		<b>6,648.76</b>	<b>7,000.00</b>	<b>3,579.56</b>	<b>5,000.00</b>	<b>5,000.00</b>
<b>70 - Capital Outlay</b>						
063-5500-706100	Mach. & Equip.-Office	3,233.76	11,500.00	6,241.80	11,000.00	15,000.00
063-5500-706500	Machine & Equipment-Small Equipm	0.00	0.00	0.00	0.00	10,500.00
063-5500-707100	Transportation-Vehicles	0.00	1,500.00	0.00	0.00	0.00
<b>70 - Capital Outlay Totals:</b>		<b>3,233.76</b>	<b>13,000.00</b>	<b>6,241.80</b>	<b>11,000.00</b>	<b>25,500.00</b>
<b>82 - Intragvrnmntl. Transfers</b>						
063-5500-825700	Rate Stabilization Fund	250,000.00	250,000.00	125,000.00	250,000.00	0.00
063-5500-826100	Repair & Replacement Fund	600,000.00	600,000.00	300,000.00	600,000.00	600,000.00
063-5500-826200	Future Development Fund	500,000.00	500,000.00	250,000.00	500,000.00	375,000.00
<b>82 - Intragvrnmntl. Transfers Totals:</b>		<b>1,350,000.00</b>	<b>1,350,000.00</b>	<b>675,000.00</b>	<b>1,350,000.00</b>	<b>975,000.00</b>

		<b>FY 2018 Actual</b>	<b>FY 2019 Budget</b>	<b>FY 2019 03/31/19</b>	<b>FY 2019 Estimates</b>	<b>FY 2020 Budget</b>
<b>98 - Depreciation</b>						
063-5500-984500	Depreciation / SSLGC	3,240,324.63	0.00	0.00	0.00	0.00
<b>98 - Depreciation Totals:</b>		<b>3,240,324.63</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>55 - SSLGC Totals:</b>		<b>11,651,774.89</b>	<b>9,116,093.00</b>	<b>3,918,720.55</b>	<b>8,320,663.00</b>	<b>9,121,161.00</b>
<b>063 - SSLGC OPERATING DEPT. Totals:</b>		<b>11,651,774.89</b>	<b>9,116,093.00</b>	<b>3,918,720.55</b>	<b>8,320,663.00</b>	<b>9,121,161.00</b>

**RESOLUTION NO. 20-R-29**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A BUDGET AMENDMENT TO THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION FISCAL YEAR 2019-2020 ANNUAL BUDGET, AND OTHER MATTERS IN CONNECTION THEREWITH. (SSLGC RESOLUTION #SSLGC R20-03)**

WHEREAS, the Schertz Seguin Local Government Corporation (SSLGC) is a corporation for the provision of and transportation of water wholly owned by both the City of Schertz and the City of Seguin; and

WHEREAS, SSLGC By-Laws require that the corporation establish an annual budget and said annual budget must be approved by the SSLGC Board of Directors and both the City of Schertz and the City of Seguin; and

WHEREAS, the SSLGC's FY2019-2020 Annual Budget was approved by City Council on June 25, 2019; and

WHEREAS the proposed budget amendment for FY 2019-2020, provided herein as Attachment A, has been approved by the SSLGC Board of Directors at their regularly scheduled February Board Meeting; and

WHEREAS, the City staff of the City of Schertz (the "City") recommends that the City approve the Schertz/Seguin Local Government Corporation Fiscal Year 2019-20 Amended Annual Budget; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the budget to ensure that the citizens and businesses of Schertz continue to receive excellent and vital water service.

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

Section 1. The City Council hereby authorizes the approval of the Schertz/Seguin Local Government Corporation Fiscal Year 2019-20 Amended Annual Budget.

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 10<sup>th</sup> day of February 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 10, 2020  
**Department:** Executive Team  
**Subject:** Resolution No. 20-R-26 - 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 403, 405, 533 and 619 Main Street. (B. James)

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**BACKGROUND**

The owner of the property at 403 Main Street along with a tenant of that property, 405 Main Street are applying for Local Flavor Grants. While the tenant spaces have different addresses it is considered one property. The grant for 403 Main is for additional electrical work, the cost of which is estimated to total \$13,954 - thus the grant match would be for up to \$6,977. 403 Main is the Highlander Center which houses the Coin Laundry and Uhaul Rentals. The grant for the tenant at 405 Main is for signage, the cost of which is estimated total \$748.94 with the grant match for up to 374.47. This tenant has recently moved a beauty salon in the space. The City Council already approved a Local Flavor Main Street Grant on February 11, 2020 for electrical work the total cost of which was estimated to be \$1,500 with the grant match for up to \$750. The total Local Main Street Grant allowed in a year is no more than \$20,000. The total of all 3 of these grant is \$8,101.47.

The owner of the property at 619 Main Street is applying for a Main Street Local Favor Grant. He plans to convert the structure to a business and is applying for the full \$20,000 for a variety of eligible improvements if he makes at least \$40,000 in improvements.

Lastly, the owner of the Bar House at 533 Main is applying for a Main Street Local Flavor Grant for up to \$20,000 to continue to make improvements to the property. He has applied for and received grants previously, but is has not this year and so is eligible to apply. As with many property owners he is phasing the improvements. He is eligible for the \$20,000 if he spends up to \$40,000.

**GOAL**

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

**COMMUNITY BENEFIT**

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

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of Resolution 20-R-26 approving Schertz Main Street Local Flavor Economic Development Grants for up to \$6,977 for 403 Main, \$374.47 for 405 Main, \$20,000 for 619 Main and \$20,000 for 533 Main.

**FISCAL IMPACT**

Up to \$47,351,47 for all of the grants.

**RECOMMENDATION**

Approval of Resolution 20-R-26.

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**Attachments**

Res 20 R 26

Funding Agreement

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**RESOLUTION NO. 20-R-26**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING A REQUEST FOR A SCHERTZ MAIN STREET LOCAL FLAVOR ECONOMIC DEVELOPMENT GRANT FOR 403 MAIN, 405 MAIN, 533 Main AND 619 MAIN STREET IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH**

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

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

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

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

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

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

**WHEREAS**, staff is in support of this program and recommended approval of the grant request for 403 Main for up to \$374.47, 405 Main for up to \$6,977, 533 Main for up to \$20,000 and 619 Main Street for up to \$20,000;

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

Section 1. The City Council hereby approves the Schertz Main Street Local Flavor Economic Development Grant request for 403 Main, 405 Main, 533 Main and 619 Main Street subject to the approved criteria of the program and execution of a funding agreement generally as outlined in Exhibit "A".

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

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

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

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

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

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

PASSED AND ADOPTED, this 10<sup>th</sup> day of March, 2020.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)



## **Exhibit A**



## GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

to the CITY at:

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

To \_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

CITY OF SCHERTZ, TEXAS

ENTITY

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
(Title)

## EXHIBIT A

[Describe the project to be performed]

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 10, 2020  
**Department:** City Secretary  
**Subject:** Boards, Commissions and Committee Member Appointments - Consideration and/or action appointing Mrs. Beverly Clarke for the remaining term of Letticia Sever as a regular member on the Library Advisory Board and appointing Earl Platt as an alternate for Planning and Zoning Commission. (Mayor/Council/B. Dennis)

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**BACKGROUND**

Library Director Melissa Uhlhorn is good with moving Mrs. Beverly Clarke from the alternate position to the regular board member position. The interview committee has confirmed Earl Platt as a good candidate for the Planning and Zoning Commission alternate position.

Staff recommends the appointment of Mrs. Beverly Clarke for the regular board member on the Library Advisory Board and Earl Platt for alternate position on Planning and Zoning Commission.

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## CITY COUNCIL MEMORANDUM

**City Council Meeting:** March 10, 2020

**Department:** Engineering

**Subject:** Resolution No. 20-R-25 - Consideration and/or action approving a Resolution authorizing expenditures with Kimley-Horn Associates, Inc., totaling no more than \$200,000.00 for professional engineering-related services on the 2020 SPAM resurfacing project and other minor projects during the 2019-2020 fiscal year, and other matters in connection therewith. (B. James/J. Nowak)

**BACKGROUND**

During the FY 19-20 Budget Workshop, staff presented a list of project areas for the 2020 Street Preservation and Maintenance (SPAM) Program. The program areas consisted of three different lists: “Preservation” for a new street surface; “Rehabilitation/Reconstruction” for streets that need more work; and “Added Capacity” for new or expanded streets identified in the Roadway Capital Improvements Plan. Resolution 20-R-25 is related to the “preservation” portion of the SPAM Program.

The planned “preservation” list would add a new surface (chip seal or slurry seal) on the street sections in the following subdivisions:

*Aviation Heights*

*Mesa Oaks*

*Dove Meadows/Silvertree*

*Dove Meadows (east of channel)*

*Schertz Forest*

*Val Verde*

*Westland Park*

*Parkland Village*

*Northcliffe Country Club Estates*

*Fairways at Scenic Hills*

*Ashley Place*

*Savannah Square*

*Oak Forest*

Plans and specifications will be created for all the above listed areas. Staff worked with one of our On-Call Engineering Firms, Kimley-Horn and Associates, Inc. (Kimley-Horn) to develop a scope of work for the necessary field investigation, design, bid package creation, and minor construction phase services for the proposed project. Once the bid package is created, the project will be bid and council will be asked to award a construction contract.

**Estimated 2020 Street Preservation and Maintenance Resurfacing  
Budget**

Engineering and Professional Services	\$135,000*
Construction (Estimated)	\$1,861,000
Resurfacing Project Total	\$1,996,000



\* Amount is a not-to-exceed amount and equals Task Order amount plus a 10% contingency.

This year, Kimley-Horn, as one of the City's on-call Engineering firms, has been assigned a task order in the amount of \$15,960 for design of an elevated sidewalk. Kimley-Horn may also be assigned other, small tasks for other city efforts. Staff requests that Council authorizes an additional not-to-exceed amount to allow for other, small tasks (each less than \$50,000) to be assigned to Kimley-Horn without another resolution. Staff suggests that the not-to-exceed amount be as follows:

<b>TASK</b>	<b>AMOUNT</b>
Elevated Sidewalk Design	\$15,960
2020 SPAM Resurfacing Design	\$135,000
Miscellaneous Small Tasks (<\$50,000 each)	\$49,040
<b>TOTAL Not-to-Exceed Amount with Kimley-Horn</b>	<b>\$200,000</b>

## **GOAL**

To obtain authorization from City Council to execute an agreement with Kimley-Horn to provide professional engineering-related services for \$135,000, and to authorize a not-to-exceed amount of \$200,000 for other, small projects the City may need completed in addition to this contract for professional services.

## **COMMUNITY BENEFIT**

The professional engineering-related services will confirm, and in some cases identify, the most appropriate street maintenance activities for the list of streets in the project. The services will provide for the creation of the project bidding documents and bid result analysis, allowing the project to move forward more quickly, completing the maintenance activities this year. Completion of the maintenance activities will improve the street conditions of the streets in the project, benefiting motorists, and avoiding having to completely reconstruct the roadways at a higher unit cost in the future.

## **SUMMARY OF RECOMMENDED ACTION**

Council approval of a Resolution authorizing additional expenditures with Kimley-Horn, totaling no more than \$200,000.00 for professional engineering-related services for the 2020 SPAM Resurfacing project and other, small task order projects.

## **FISCAL IMPACT**

Funding for the professional services agreement for the 2020 SPAM Resurfacing Project will be paid from bond sale proceeds authorized by the City for this purpose. Funding for other tasks associated with the authorized not-to-exceed amount will be determined as appropriate for each task. Proper procedures for any necessary budget adjustments will be followed prior to any work being authorized.

## **RECOMMENDATION**

Staff recommends that Council approves Resolution 20-R-25 authorizing expenditures with Kimley-Horn, totaling no more than \$200,000.00 for professional engineering-related services for the 2020 SPAM Resurfacing project and other, small task order projects.

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### **Attachments**

Resolution 20-R-25  
Exhibit A to 20-R-25

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**RESOLUTION NO. 20-R-25**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPEDITURES WITH KIMLEY-HORN ASSOCIATES, INC., TOTALING NO MORE THAN \$200,000, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE 2020 SPAM RESURFACING PROJECT AND OTHER MINOR PROJECTS DURING THE 2019-2020 FISCAL YEAR, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to engineering and design for the 2020 SPAM Resurfacing Project; and

WHEREAS, City staff has determined that Kimley-Horn and Associates, Inc. (Kimley-Horn) is uniquely qualified to provide such services for the City; and

WHEREAS, City staff has determined that Kimley-Horn is uniquely qualified to provide engineering and design services for various small projects (<\$50,000) for the City; and

WHEREAS, Kimley-Horn is an approved On-Call Engineering Firm for the City of Schertz; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Kimley-Horn pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the “Agreement”) and to authorize future Task Order Agreements up to a maximum total aggregate amount of \$200,000.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Task Order Agreement with Kimley-Horn in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of \$135,000.00 and authorize the City Manager to execute and deliver other Task Order Agreements for various projects in a not to exceed total aggregate amount of \$200,000.00.

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 10<sup>th</sup> day of March, 2020.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A**

\_\_\_\_\_ **SERVICES AGREEMENT**

## TASK ORDER FORM

This is Task Order  
No. 2, consisting of  
14 pages.

### Task Order

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***[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]***

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ October 17, 2019 ] ("Agreement"), Owner and Engineer agree as follows:

#### **1. Background Data**

- a. Effective Date of Task Order:
- b. Owner: The City of Schertz
- c. Engineer: Kimley-Horn & Associates, Inc.
- d. Specific Project (title): **2020 Roadway Improvements**
- e. Specific Project (description): Work associated with this project is associated with the City's Street Maintenance & Preservation Program. Kimley-Horn will assess approximately 135 streets totaling nearly 27 centerline miles, identify base repair and overall chip seal quantities, prepare limited construction drawings and contract documents, assist the City with project advertisement and Contractor selection, and provide limited construction phase services

#### **2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
  - as follows: [ Reference Engineer scope and fee proposal dated January 29, 2020 ]
- B. Resident Project Representative (RPR) Services: Does Not Apply
- C. Designing to a Construction Cost Limit: Does Not Apply
- D. Other Services: None
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

#### **2. Additional Services**

- A. Additional Services that may be authorized or necessary under this Task Order are:
  - as follows: [ Exclusions identified in scope and fee proposal dated January 29, 2020 are considered additional services to this project. In the event additional services are required for

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#### Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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and American Society of Civil Engineers. All rights reserved.

this task order, a separate scope and fee proposal will be submitted to Owner as an amendment to the existing task order. Per contract, advance authorization to perform additional services is required by Owner. ]

### 3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: *[ No additions or modifications to Exhibit B are required for this project ]*

### 4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

*The following schedule is proposed for this project, assuming a Notice to Proceed of February 17, 2020:*

*Notice to Proceed – February 17, 2020*

*Street Assessment & Preparation of Interim Construction Drawings – 60 days*

*Schertz Interim QC – 7 days*

*Finalize Construction Drawings & Contract Documents – 30 days*

*Project Bid – May 18, 2020*

*Construction Phase – Estimated at 3 months*

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [ NA ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [NA] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ NA ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ NA ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ NA ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ 5 ] review copies of the Preliminary Design Phase documents,	Within [ 60 ] days of Owner's authorization to proceed with Preliminary Design Phase

	opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ 7 ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ NA ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ NA ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ 5 ] copies of the final Drawings and Specifications, assembled <del>drafts of other</del> Construction Contract Documents, the <del>draft</del> bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ 30 ] days of Owner's authorization to proceed with Final Design Phaseservices.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [ NA ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [ NA ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ NA ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

## 5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Task	Description of Service	Amount	Basis of Compensation
1	Subconsultant Services	\$ -	[ NA ]
2	General Services	\$ 19,380.00	[ Lump Sum ]
3	Field Review & Preparation of Construction Drawings	\$ 85,500.00	[ Lump Sum ]
4	Bid Phase Services	\$ 8,635.00	[ Lump Sum ]
5	Construction Phase Services*	\$ 7,260.00	[ Lump Sum ]
6	Project Expenses	\$ 2,100.00	[ Lump Sum ]
	<b>Total Compensation (Tasks 1-6)</b>	<b>\$ 122,875.00</b>	<b>[ Lump Sum ]</b>
2	Additional Services (Part 2 of Exhibit A)	[ NA ]	[ NA ]

\*Based on a [ 3 ] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**6. Consultants retained as of the Effective Date of the Task Order:** Kimley-Horn & Associates, Inc.

**7. Other Modifications to Agreement and Exhibits:**

*[ Scope associated with this task order is identified in scope and fee proposal dated January 29, 2020. ]*

**8. Attachments:** Engineer scope and fee proposal (January 29, 2020)

**9. Other Documents Incorporated by Reference:** None



## 10. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [ ].

OWNER:

By: \_\_\_\_\_

Print Name: Dr. Mark Browne

Title: City Manager

ENGINEER:

By: 

Print Name: Jeffrey A. Farnsworth, PE

Title: Asst. Secretary

Engineer License or Firm's  
Certificate No. (if required): 80190  
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kathryn Woodlee, PE

Title: City Manager

Address: 10 Commercial Place, Schertz, TX 78154

E-Mail  
Address: kwoodlee@schertz.com

Phone: 210-619-1823

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Stephen J. Aniol, PE

Title: Project Manager

Address: 601 NW Loop 410, San Antonio, TX  
78216

E-Mail  
Address: stephen.aniol@kimley-horn.com

Phone: 210-321-3404



January 29, 2020

John Nowak, PE  
Project Manager  
City of Schertz - Engineering  
10 Commercial Place  
Schertz, Texas 78154

**RE: 2020 Roadway Improvements (Chip Seal/Slurry Seal Projects) – Fee Proposal**

Dear Mr. Nowak:

Kimley-Horn is pleased to submit this fee proposal for professional services for the 2020 Roadway Improvements project, which consists of City wide pavement preservation projects associated with the Street Preservation & Maintenance (SPAM) Program.

## **PROJECT UNDERSTANDING**

Per the project scoping meeting held on January 2, 2020, the goal of this project is to install a chip seal to the existing street surface and complete necessary structural pavement repairs (base repairs), which typically extends the pavement life before street maintenance or rehabilitation is required. The street list provided to Kimley-Horn includes 135 streets that are spread throughout the City, totaling approximately 27.2 miles. This project will be bid consistent with past SPAM projects, but will also include a bid alternate for consideration of a slurry seal mix in lieu of chip seal.

## **SCOPE OF SERVICES**

The following tasks outline the proposed scope of services to be completed by Kimley-Horn for this project and the assumptions made to develop the proposed fee:

### **Task 1: Subconsultant Support Services**

Subconsultant support services are not required for this project.

### **Task 2: General Services**

- A. Project Management
- B. TxDOT coordination for 8 streets that tie to FM 3009 and IH 35 N Frontage Road
- C. Quality Control/Quality Assurance (QC/QA) reviews for 70% and 100% design milestones
- D. 70% & 100% plan submittals. 100% plan submittal will include final contract documents and specifications.

### **Task 3: Field Review & Preparation of Construction Drawings**

- A. Develop aerial schematic exhibit sheets to utilize for each street field review. We propose to conduct our site visits with these sheets to mark and dimension approximate structural pavement repairs and other items noted in task 3B below. These will aide in the development of quantities and provide an approximate area as to where structural pavement and concrete repairs are recommended. These sheets will not be included in the overall construction drawings, but can be turned over to the City for reference during the construction phase
- B. Field review for each street to assess existing condition, note structural pavement repairs (base repairs), pavement markings that require replacement, and identify visible low spots that may require concrete curb replacement.

- C. Download photos and site documentation information
- D. Prepare quantities per street based on street observations. Street lengths and widths will be approximated based on aerial imagery, with a small contingency factor added
- E. Prepare cover/index sheet
  - 1. Project will be broken into 6 areas and will be identified on the cover map
- F. Develop supplemental general notes sheet (chip seal)
- G. Develop master quantity summary sheet that identifies individual pay items summarized by area
- H. Develop project layout sheet per area (6 sheets) that includes street list and applicable pay items that are summarized for area as a whole. Quantities broken down per street will not be illustrated on the construction drawings
- I. Develop Contractor access and staging sheet (up to 2 sheets) consistent with previous SPAM project
- J. Develop structural pavement repair detail sheet
- K. Incorporate required Schertz construction and TxDOT traffic control standards
- L. Prepare opinion of probable construction cost (chip seal)
- M. Develop supplemental general notes sheet (slurry seal Bid Alt. 1)
- N. Develop master quantity summary sheet that identifies individual pay items summarized by area (slurry seal Bid Alt. 1)
- O. Prepare opinion of probable construction cost (slurry seal Bid Alt. 1)
- P. Coordinate with Schertz Purchasing Department for contract development
- Q. Assemble contract documents and specifications
  - 1. Prepare Table of Contents and Invitation to Bidders document
  - 2. Prepare Bid Schedule (Base Bid and Bid Alt. 1)
  - 3. Prepare Agreement between Owner & Contractor
  - 4. Prepare Supplement Conditions to include governing, special and supplemental specifications and special provisions)
- R. Address comments from Schertz Purchasing Department & finalize contract documents/specifications package

**Task 4: Bid Phase Services**

- A. Assist Schertz with project advertising
- B. Remark base repair patches for pre-bid meeting
- C. Prepare meeting agenda for & attend pre-bid meeting
- D. Prepare and submit pre-bid meeting notes
- E. Prepare & issue addenda (Up to 2 Addenda)
- F. Attend formal bid opening
- G. Assist Schertz with Contractor qualification & bid evaluation
- H. Prepare bid tabulation
- I. Assist Schertz with bid negotiations
- J. Prepare and submit construction contract award recommendation letter

**Task 5: Construction Phase Services**

- A. Attend pre-construction meeting
- B. Review Contractor material submittals/shop drawings (Up to 3 submittals)
- C. Construction site visits & reporting
  - 1. One (1) site visits per month based on 3-month construction schedule
  - 2. Prepare and submit 1 construction observation report per month

- D. Respond to Contractor Request for Information (RFI) (Up to 2 RFI)
- E. Review and respond to Contractor Change Order Proposal (Up to 1 proposal)
- F. Review Contractor monthly pay estimate & updated construction schedule (1 per month totaling 3)

**Task 6: Project Expenses**

The following reimbursable expenses are requested for this project:

- A. Field review and design site visits (Estimate 30 trips)\*
- B. Bid/construction phase site visits (Estimate 10 trips)\*
- C. Field marking paint to mark structural pavement repairs in street

\*Mileage to be reimbursed based on the 2020 standard business mileage rate of 57.5 cents per mile.

**EXCLUSIONS**

The following services are excluded from the basic scope of this project, but can be completed by Kimley-Horn upon execution of an additional service should the City request it:

- A. Subconsultant services to include geotech, survey, environmental, SUE, or other service that may be required due to a change in scope
- B. It is assumed TxDOT permits will not be required for this project.
- C. It is assumed that the Contractor will provide necessary SWPPP design drawings.
- D. It is assumed the Contractor will provide necessary detailed traffic control plans should they deviate from available TxDOT standards.
- E. Completion of final base repair schematics to be included in construction drawings
- F. Roadway, utility or drainage design. It is assumed that any necessary pavement or concrete repairs will be coordinated with Schertz and the Contractor during construction. In the event substantial repairs are required to eliminate low spots in the road, or extensive structural pavement repairs are needed, Kimley-Horn will notify the City for further direction.
- G. Design milestones in addition to what is proposed for this project
- H. Review Contractor provided construction schedule
- I. Review Contractor provided traffic control plan
- J. Monthly project meetings during construction phase
- K. Attend substantial completion walk & issue punch list
- L. Attend final completion walk & issue Notice of Acceptability of Work
- M. Resident Project Representative (RPR) Services – Kimley-Horn can provide this service should the City request it
- N. It is assumed that material testing and inspection services will be completed by the City
- O. Any other services not listed in the basic scope of services

**SCHEDULE**

Kimley-Horn estimates a total design schedule of 3 months, including Schertz review time and preparation of final contract documents. Based on notice to proceed (NTP) of February 17, 2020, Kimley-Horn projects this project will be ready to bid by May 18, 2020, barring any unforeseen schedule changes.

Construction phase services proposed for this project is based on a 3-month construction timeline. Per project scoping meeting with Schertz, daily coordination with the Contractor will be handled internally by Schertz staff, so the expected service Kimley-Horn will provide during the construction phase is limited to the scope outlined in task 5 above. Should construction exceed this duration due to conditions beyond the

control of Kimley-Horn, a supplemental service will be submitted to the City for Kimley-Horn to continue providing construction phase services for the remainder of the project.

## FEE AND BILLING

Kimley-Horn will perform the above outlined scope of services, including project expenses, for a lump sum fee of **\$122,875**, according to the following task breakdown:

Task 1: Subconsultant Services	\$0
Task 2: General Services	\$19,380
Task 3: Field Review & Preparation of Construction Drawings	\$85,500
Task 4: Bid Phase Services	\$8,635
Task 5: Construction Phase Services	\$7,260
Task 6: Project Expenses	\$2,100
<hr/>	
Total:	\$122,875

We appreciate the opportunity to be of service to the City and look forward to successfully completing this project. Please don't hesitate to contact me at [stephen.aniol@kimley-horn.com](mailto:stephen.aniol@kimley-horn.com) or (210) 321-3404 should you have any questions on the proposed scope and fee

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**TBPE# 928**



By: Stephen J. Aniol, P.E.  
Senior Project Manager

Attachments  
Fee Breakdown by Task

Cc: Scott McClelland, EIT

# City of Schertz

## Fee/Price Proposal Breakdown for Professional Services

<div> <div>Project Name:</div> <div>Name of Firm/Subconsultant:</div> <div>Date Proposal Submitted:</div> <div>Project Manager:</div> </div>		<div> <div>On-Call Engineering Services -</div> <div>2020 Roadway Improvements</div> <div>Kimley-Horn</div> <div>1/29/2020</div> <div>John Nowak, PE</div> </div>								
	Position/Personnel Title	QAQC Manager	Sr. Project Manager	Staff Engineer III	Senior Design Technician	Administrative/ Clerical		Consultant Fee Total	Subconsultant Fee Total	Fee Total
	Contract Approved Rates	\$ 225.00	\$ 195.00	\$ 125.00	\$ 115.00	\$ 75.00				
	Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Total Hours			
1	Sub Services	0	0	0	0	0	0	\$ -	\$ -	\$ -
2	General	18	53	23	8	16	118	\$ 19,380.00	\$ -	\$ 19,380.00
01	Project Management		32			16	48	\$ 7,440.00		
02	TxDOT Coordination (8 Streets at TxDOT ROW) (Attend 1 Coordination Meeting) & Distribute Meeting Notes		2	4			6	\$ 890.00		
03	QC/QA Interim 70% Submittal	12					12	\$ 2,700.00		
04	70% Plan Submission		2	2	4		8	\$ 1,100.00		
05	Plan Review Meeting (Interim 70% Submittal)		3	3			6	\$ 960.00		
06	Site Visits with Schertz to Review Streets with Heavy Base Repair		12	12			24	\$ 3,840.00		
07	QC/QA 100% Submittal Including Contract Documents	6					6	\$ 1,350.00		
08	100% Plan Submission		2	2	4		8	\$ 1,100.00		
3	Field Review & Preparation of Construction Drawings	0	46	316	322	0	684	\$ 85,500.00	\$ -	\$ 85,500.00
01	Develop Field Sheets for Structural Pavement Repair Markings				80		80	\$ 9,200.00		
02	Field Walk to Review Streets (135 Streets totaling 27.3 miles)		16	160	160		336	\$ 41,520.00		
03	Download Site Visit Photos & Documentation				16		16	\$ 1,840.00		
04	Prepare Quantities per Street		8	80	16		104	\$ 13,400.00		
05	Develop Overall Cover/Index Sheet				4		4	\$ 460.00		
06	Develop Supplemental General Notes Sheet (Chip Seal)		2	4	4		10	\$ 1,350.00		
07	Develop Master Quantity Summary & Sheet			4	2		6	\$ 730.00		
08	Develop Per Area Project Layout Sheet with Quantity Summary (6 Areas)		1	6	24		31	\$ 3,705.00		
09	Develop Contractor Access & Staging Sheet (Up to 2 Sheets)		1	14			15	\$ 1,945.00		
10	Develop Base Repair Detail Sheet		1		6		7	\$ 885.00		
11	Incorporate Required Schertz Construction Standards		1		2		3	\$ 425.00		
12	Incorporate TxDOT TCP Standards		1		4		5	\$ 655.00		
13	Prepare Opinion of Probable Construction Cost (Chip Seal)		1	4			5	\$ 695.00		
14	Develop Supplemental General Notes Sheet (Slurry Seal Bid Alt.)		1	2	2		5	\$ 675.00		
15	Develop Master Quantity Summary & Sheet (Slurry Seal Bid Alt.)			4	2		6	\$ 730.00		
16	Prepare Opinion of Probable Construction Cost (Slurry Seal Bid Alt.)		1	2			3	\$ 445.00		
17	Coordination with Purchasing Department for Contract Development		2				2	\$ 390.00		
18	Assemble Contract Documents & Specifications		2	12			14	\$ 1,890.00		
19	Prepare Table of Contents and Invitation to Bidders Document			3			3	\$ 375.00		
20	Prepare Bid Schedule (Base Bid)		1	3			4	\$ 570.00		
21	Prepare Bid Schedule (Slurry Seal - Bid Alt. 1)		1	2			3	\$ 445.00		
22	Prepare Agreement between Owner & Contractor		2				2	\$ 390.00		
23	Prepare Supplement Conditions (Includes Governing Specs, Special Specs, Supp Specs & Special Provisions)		2	8			10	\$ 1,390.00		
24	Address Comments from Purchasing Department & Finalize Contract Documents/Specifications Package		2	8			10	\$ 1,390.00		
4	Bid Phase Services	0	18	41	0	0	59	\$ 8,635.00	\$ -	\$ 8,635.00
01	Assist Schertz with Project Advertising		2				2	\$ 390.00		
02	Remark Base Repair Patches for Pre-Bid Meeting			16			16	\$ 2,000.00		

### Fee/Price Proposal Breakdown for Professional Services

Project Name:	2020 Roadway Improvements
Name of Firm/Subconsultant:	Kimley-Horn
Date Proposal Submitted:	1/29/2020
Project Manager:	John Nowak, PE

[illegible]

Schertz 2020 Roadway Improvements  
Street List

Area	Street	Limits	Length	Unit
1	Charleston Ln	Fairways Dr to Country Club Blvd	1,569	ft
	Columbia Dr	Covers Cove to Fairways Dr	4,585	ft
	Foxbriar Ln	Fairways Dr to Country Club Blvd	1,670	ft
	Wimbeldon Dr	Fairways Dr to Country Club Blvd	1,692	ft
	Fairways Dr	Charleston Ln to Wimbeldon Dr	835	ft
	St Andrews	Country Club Blvd to Pebble Beach	890	ft
	Pebble Beach	Cul-de-sac to Columbia Dr	2,583	ft
	Black Diamond	Cul-de-sac to Pebble Beach	140	ft
	Whistling Straits	Cul-de-sac to Pebble Beach	95	ft
	Crooked Stick	Cul-de-sac to Pebble Beach	78	ft
	Tuckatoo	Cul-de-sac to Columbia Dr	116	ft
	Pelican Hill	Cul-de-sac to Columbia Dr	60	ft
	Mahogany Bay	Cul-de-sac to Columbia Dr	91	ft
	Merion Way	Columbia Dr to cul-de-sac	162	ft
	Covers Cove	IH-35 FR to Columbia Dr	2,142	ft
2	Crest Oak Ln	Roy Richard Dr to Private Entrance	1,631	ft
	Circle Oak Ln	Roy Richard Dr to Chestnut Oak	3,181	ft
	Lazy Oak	Crest Oak Ln to Circle Oak Ln	938	ft
	Shady Oak Ln	Crest Oak Ln to Circle Oak Ln	924	ft
	Spanish Oak dr	Crest Oak Ln to Circle Oak Ln	970	ft
	Crown Oak Pass	Crest Oak Ln to Circle Oak Ln	925	ft
	Golden Oak	Crest Oak Ln to Private Dr 2	1,141	ft
	Willow Oak	Cul-de-sac to Bench Trail	514	ft
	Bench Trail	Golden Oak to Chestnut Oak	1,749	ft
	Private Dr 1	Golden Oak to Silver Oak Rd	716	ft
	Private Dr 2	Golden Oak to Silver Oak Rd	770	ft
	Silver Oak Rd	Private Dr 1 to Rainy Brook	406	ft
	Turkish Oak	Bench Trail to Canyon Oak	290	ft
	Canyon Oak	Circle Oak Dr to Chestnut Oak	926	ft
	Chestnut Oak	Bear Oak to Circle Oak Dr	895	ft
	Bear Oak	Cul-de-sac to Chestnut Oak	128	ft
	Newrock Creek	Cul-de-sac to cul-de-sac	758	ft
	Freeport Dr	Cul-de-sac to Victoria Point	114	ft
	Victoria Point	Dead end to Samantha Dr	2,040	ft
	Dusty Crossing	Samantha Dr to Frank Baum Dr	1,064	ft
	Samantha Dr	Dusty Crossing to Victoria Point	1,067	ft
	Fallen Stone	Cul-de-sac to Victoria Point	152	ft
	Prichard Pl	Cul-de-sac to Victoria Point	444	ft
	Rosewell Pl	Cul-de-sac to Victoria Point	297	ft
	Ashley Park	Victoria Point to Ashley Oak Dr	2,800	ft
	Ashley Park Cir	Ashley Park to Ashley Park	250	ft
	Emerson Pass	Ashley Park to Twin Point Creek	347	ft
	Twin Point Creek	Emerson Pass to Wayward Pass	745	ft
	Camaron Woods	Ashley Park to Cul-de-sac	370	ft
	Emerald Point	Cul-de-sac to Ashley Park	400	ft
	Wayward Pass	Ashley Pass to Davenport	1,766	ft



Schertz 2020 Roadway Improvements  
Street List

Area	Street	Limits	Length	Unit
3	Fresno Pl	Ashley Park to Cul-de-sac	399	ft
	Baldwin Park	Ashely Park to Waywayd Pass	620	ft
	Davenport	Ashley Park to Drayton	2,065	ft
	Windway Creek	Ashely Park to Boxer Pass Dr	636	ft
	Ashley Oak Dr	Sycamore to Roy Richard Dr	3,485	ft
	Sycamore	Grove Park to Cul-de-sac	1,051	ft
	Chasefield Dr	Sycamore to Cul-de-sac	464	ft
	Smokey Creek	Sycamore to Bridgemont Pl	771	ft
	Bridgemont Pl	Ashley Oak Dr to Smokey Creek	429	ft
	2 Courts Way	Cul-de-sac to Ashley Oak Dr	260	ft
	Ashley Meadow	Cul-de-sac to Ashley Oak Dr	275	ft
	Olde Moss St	Cul-de-sac to cul-de-sac	1,411	ft
	Boxer Pass Dr	Windway Creek to Olde Moss St	1,288	ft
	Abercorn	Davenport to Hull St	769	ft
	Whitaker	Abercorn to Cul-de-sac	927	ft
	Forsyth Park	Whitaker to Drayton	1,402	ft
	Hull St	Abercorn to Forsyth Park	500	ft
	Emmet Park	Cul-de-sac to Whitake	100	ft
	Tattnall	Savannah Dr to Drayton	387	ft
	Drayton	Davenport to Habersham	1,614	ft
	Madison Square	Cul-de-sac to Forsyth Park	137	ft
	Habersham	Andrew Low to Ogelthorpe	1,698	ft
	Telfair Square	Habersham to Cul-de-sac	80	ft
	Andrew Low	Habersham to Olde Moss St	518	ft
	Whitefield Square	Andrew Low to Savannah Dr	410	ft
	Broughton	William Scarbrough to Savannah Dr	757	ft
	William Scarbrough	Broughton to cul-de-sac	1,311	ft
	Ogelthorpe	Cul-de-sac to Habersham	826	ft
4	Dove Meadows	Borgfeld to Silvertree Blvd	931	ft
	Mourning Dove	Dove Meadows to Cul-de-sac	350	ft
	White Wing	Dove Meadows to Cul-de-sac	353	ft
	Grey Feather	Dove Meadows to Cul-de-sac	363	ft
	Silvertree Blvd	Roy Richard Dr to Cul-de-sac	1,190	ft
	Idlewood	Silvertree Blvd to Cul-de-sac	334	ft
	Greenwood	Idlewood to Cul-de-sac	1,126	ft
	Spicewood	Cul-de-sac to Greenwood	276	ft
	Cedarwood	Cul-de-sac to Greenwood	124	ft
	Cherrywood	Roy Richard Dr to Greenwood	274	ft
	Cyruss McCormick Rd	Roy Richard Dr to Cul-de-sac	356	ft
	Eli Whitney Rd	Roy Richard Dr to Cul-de-sac	231	ft
	Emerald Gate	Borgfeld t o Welbrook	156	ft
	Welbrook	Cul-de-sac to Turncreek Ln	313	ft
	Turncreek Ln	Welbrook to Ivory Creek	1,105	ft
	Gate Creek Ln	Cul-de-sac to Turncreek Ln	439	ft
	Linden Grove Dr	Cul-de-sac to Turncreek Ln	517	ft
	Crimson Cove Dr	Cul-de-sac to Turncreek Ln	509	ft

Schertz 2020 Roadway Improvements  
Street List

Area	Street	Limits	Length	Unit
	Ivory Creek	Cul-de-sac to Turncreek Ln	521	ft
	Mill Cross Ln	Ivory Creek to Summer Haven Ln	315	ft
	Summer Haven Ln	Cul-de-sac to Bending Brook Dr	602	ft
	Bending Brook Dr	Summer Haven Ln to Laurant Park Dr	825	ft
	Sandy Ridge Cir	Bending Brook Dr to Bending Brook Dr	1,333	ft
	Laurant Park Dr	Cul-de-sac to Bending Brook Dr	462	ft
	Cottage Park	Laurant Park Dr to Morning Rose	277	ft
	Cross Branch Dr	Morning Rose to Morningmist Ln	827	ft
	Quiet Creek Dr	Cul-de-sac to Cross Branch Dr	332	ft
	Arbor Dawn Ln	Cul-de-sac to Cross Branch Dr	336	ft
	Morningmist Ln	Cul-de-sac to Cross Branch Dr	343	ft
	Park Fair Gate	Morningmist Ln to Dietz Rd	159	ft
5	Linda Ct	Cul-de-sac to Marilyn Dr	136	ft
	Melissa Ct	Cul-de-sac to Marilyn Dr	137	ft
	Sharon Ct	Cul-de-sac to Marilyn Dr	132	ft
	Marilyn Dr	Oak St to Colony Dr	3,655	ft
	Chestnut	Marilyn Dr to Maple Dr	619	ft
	Colony Dr	Dead end to Maple Dr	741	ft
	Colony Dr	Aviation Ave to Brooks Ave	1,037	ft
	Pecan Dr	Oak St to Chestnut	1,375	ft
	Pecan Dr	Vicki Lynn Dr to Schertz Pkwy	2,439	ft
	Vicki Lynn Dr	Pecan Dr to Maple Dr	290	ft
	Maple Dr	Oak St to Colony Dr	3,640	ft
	Aviation Ave	Oak St to Colony Ave	3,724	ft
	Mitchell Ave	Oak St to Schertz Pkwy	4,107	ft
	Aero Ave	Oak St to Schertz Pkwy	4,115	ft
	Brooks Ave	Oak St to Colony Dr	3,728	ft
	Winburn Ave	Oak St to William St	2,665	ft
	Wright Ave	Oak St to William St	2,667	ft
	Curtiss Ave	Beacon to Schertz Pkwy	3,005	ft
	Exchange Ave	Cul-de-sac to Schert Pkwy	2,867	ft
	Elm	Aviation Ave to Wright Ave	1,713	ft
	Beacon	Maple Dr to Curtiss Ave	2,418	ft
	Lindberg Ave	Aviation Ave to Exchange Ave	2,460	ft
	Pfeil St	Brooks Ave to Main St	1,724	ft
	Williams St	Curtiss Ave to Main St	696	ft
	Kock St	Curtiss Ave to Exchange Ave	407	ft
6	Guy Guisborne	Cul-de-sac to Robin Hood Way	493	ft
	Robin Hood Way	Ware Seguin Rd to Sherlock Ln	4,235	ft
	Wil Cloudsley	Cul-de-sac to Robin Hood Way	427	ft
	Maid Marian	Cul-de-sac to Robin Hood Way	527	ft
	Sherlock Ln	Robin Hood Way to Nottingshire	733	ft
	Nottingshire	Sherlock Ln to Ware Seguin Rd	1,054	ft

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 10, 2020  
**Department:** Planning & Community Development  
**Subject:** Ordinance No. 20-A-07 - Conduct a public hearing, consideration and/or action for an Ordinance on a request for voluntary annexation of approximately 0.5 acres of land located at 13805 IH-10 E, Bexar County, Texas. *First Reading* (B. James/L. Wood/N. Koplyay)

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**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.

At the February 25th meeting the Schertz City Council adopted a resolution accepting a petition for voluntary annexation of the subject property (R-20-19). The adoption of this resolution allows the City to move forward with the annexation proceedings, and the City has now filed an application for voluntary annexation of the approximately 0.5 acres through this Ordinance: 20-A-07. The annexation ordinance will be followed by a zone change ordinance (20-S-08) to rezone the subject property to Public Use District (PUB).

A public hearing notice was published in the San Antonio Express News on February 19th in preparation for the March 10th City Council Meeting, and at the time of this report Staff has not received any responses from the public.

**GOAL**

The City of Schertz is requesting voluntary annexation into the City of Schertz in order to utilize the property as a lift station to better serve the residents of South Schertz, and to allow for the continuation of safe and orderly development.

**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 annexation Ordinance 20-A-07 on first reading.

**FISCAL IMPACT**

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. While the subject property is not within the water or sanitary sewer CCN for the City of Schertz, the subject property will be provided City services such as police protection, fire protection, emergency medical services, operation and maintenance of streets, and solid waste collection.

## **RECOMMENDATION**

Staff recommends approval of annexation Ordinance 20-A-07.

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### **Attachments**

Ordinance 20-A-07

Ordinance 20-A-07 Exhibit A

Ordinance 20-A-07 Exhibit B

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**ORDINANCE NO. 20-A-07**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARY LINES OF THE CITY OF SCHERTZ, TEXAS BY THE ANNEXATION OF APPROXIMATELY 0.5 ACRES OF LAND LOCATED AT 13805 IH-10 E, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS**

**WHEREAS**, the City Council of the City of Schertz (the “City”) has determined that it should annex the territory described on Exhibit A attached hereto and made a part hereof (the “Annexed Land”); and

**WHEREAS**, the Annexed Land is located entirely within the extraterritorial jurisdiction of the City, is contiguous to the corporate boundaries of the City (or is deemed to be contiguous, pursuant to Section 43.035(c) of the Texas Local Government Code, as amended), and may be annexed pursuant to Chapter 43 of the Texas Local Government Code, as amended; 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**, a public hearing notice was published in the San Antonio Express News on February 5, 2020 for the hearing held on February 25, 2020 and notice was published in the San Antonio Express News on February 19, 2020 for the hearing on March 10, 2020; and

**WHEREAS**, on February 25, 2020 the City Council conducted a public hearing and after considering the request for voluntary annexation, adopted Resolution 20-R-19 accepting a petition for voluntary annexation; and

**WHEREAS**; the City Council finds that the Annexed Land is suitable, and it is in the best interest of the City and the citizens and inhabitants thereof that the Annexed Land be annexed to and made a part of the City.

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

Section 1. The City hereby annexes the Land described in Exhibit A.

Section 2. The Annexed Land shall be included within the City’s corporate limits effective on the effective date of this Ordinance, and all taxable property in the Annexed Land shall hereafter bear its pro rata part of the taxes levied by the City, subject to allowable exemptions.

Section 3. The land and territory more particularly described as that portion of the tract of land described in Exhibit A, attached hereto and incorporated herein by reference shall be part of the City of Schertz, Texas and inhabitants thereof shall be entitled to all of the rights and

privileges as citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Schertz, Texas.

Section 4. A service plan outlining the provisions of necessary municipal service to the property described in Exhibit A is hereby approved and the implementation of said plan is hereby authorized. Such plan is attached hereto and incorporated herein as Exhibit B.

Section 5. The City manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the additions to the City's Corporate Limits and the City Secretary is hereby authorized and directed to provide appropriate notice to the State of Texas and the County of Bexar of this annexation.

Section 6. 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 7. 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 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 9. 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 10. 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 11. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

Section 12. 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 10<sup>th</sup> day of March, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 24<sup>th</sup> day of March, 2020.

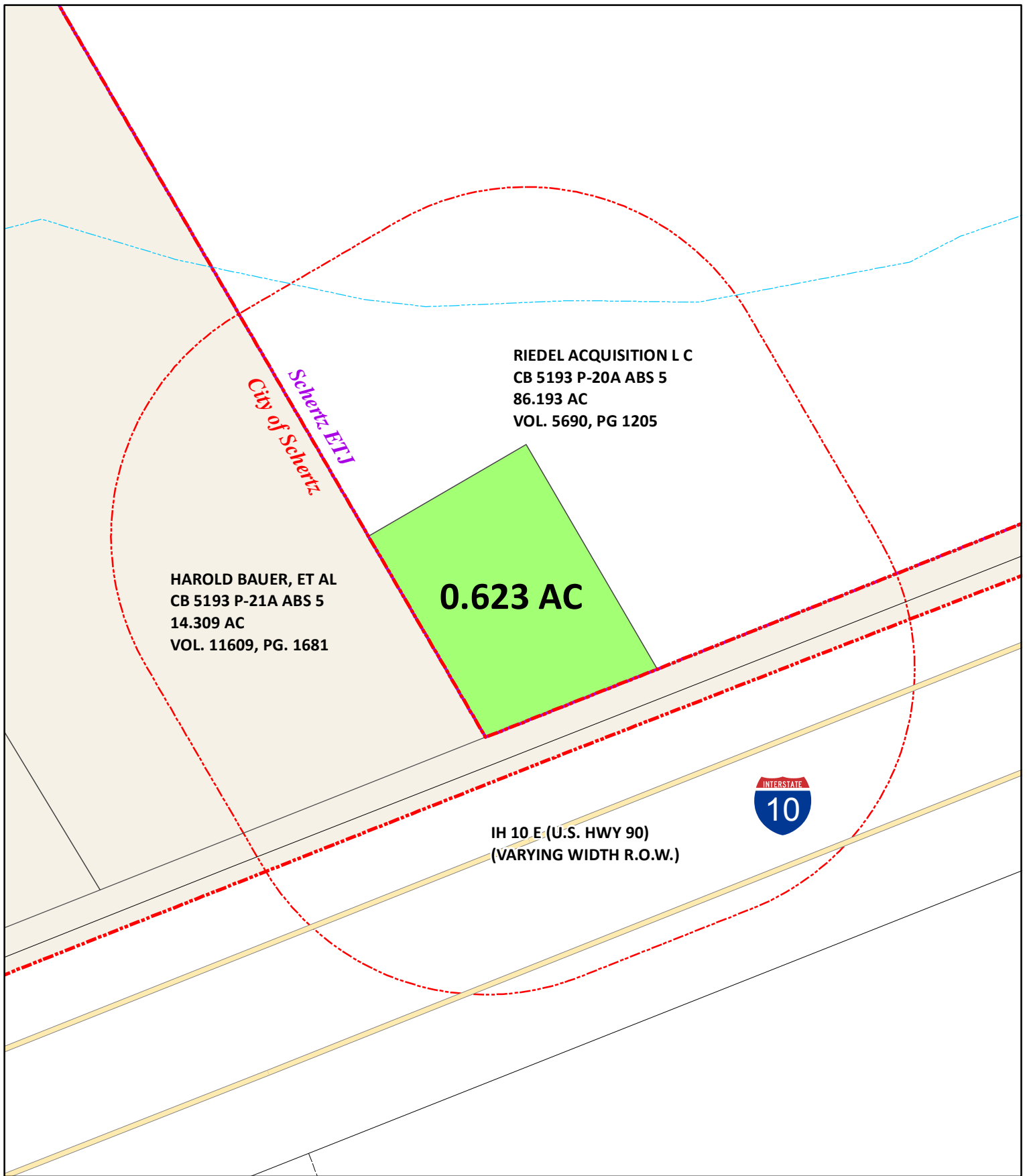
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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary  
(SEAL OF THE CITY)





# CITY OF SCHERTZ, TEXAS

## ANNEXATION SERVICE PLAN

### **AREA ANNEXED**

A 0.623acre tract of land situated in the E. Gartara Survey, Abstract No. 5 and being a portion of that certain 106.195 acre tract of land, in County Block 5193, as described in a deed to Reidel's Inc., of record in Volume 5690, Page 1205 of the Official Public Records of Bexar County, Texas.

See Exhibit A, "*Metes and Bounds Description*", attached hereto for a complete description of the property.

### **INTRODUCTION**

This service plan has been prepared in accordance with Local Government Code Section 43.056. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the city at the following levels and in accordance with the following schedule:

### **POLICE PROTECTION**

Patrolling, responses to calls, and other police services will be provided on the effective date of the annexation at the same level as provided throughout the city.

### **FIRE PROTECTION AND FIRE PREVENTION**

Fire protection and fire prevention services will be provided on the effective date of the annexation at the same level as provided throughout the city.

### **EMERGENCY MEDICAL SERVICES**

Emergency medical services will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

### **SOLID WASTE COLLECTION AND DISPOSAL**

Solid waste collection and disposal services will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city. However, no obligation exists for the city to provide solid waste collection services to a person who continues to use the services of a privately owned solid waste management service provider.

### **OPERATION AND MAINTENANCE OF WATER AND WASTEWATER FACILITIES THAT ARE NOT WITHIN THE SERVICE AREA OF ANOTHER WATER OR WASTEWATER UTILITY**

Operation and maintenance of water and wastewater facilities that are not within the service area of another water or wastewater utility will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

## **OPERATION AND MAINTENANCE OF ROADS AND STREETS**

Operation and maintenance of roads and streets will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

## **STREET LIGHTING**

Street lighting will be made available on the effective date of the annexation on the same basis and at the same level in comparable areas as provided throughout the city.

## **OPERATION AND MAINTENANCE OF PUBLIC PARKS AND OTHER PUBLICLY OWNED FACILITIES**

If any public park, playground, swimming pool, or any other publicly owned facility, building or service is located within the annexed area, it will be maintained on the effective date of the annexation on the same basis and at the same level as similar facilities are maintained throughout the city.

## **OTHER SERVICES**

Other services that may be provided by the city such as planning, code enforcement, animal control, library, park and recreation, court, and general administration will be made available on the effective date of the annexation on the same basis and at the same level as provided throughout the city.

## **CAPITAL IMPROVEMENTS**

The city will make available to the annexed area any necessary water, sewer, street, and drainage facilities within two and one-half (2-1/2) years of the effective date of the annexation unless the construction of the necessary facilities is interrupted by circumstances beyond the control of the city, or unless this period is extended by an arbitration decision. No impact fees will be charged to any developer or landowner within the annexed area except in conformity with Local Government Code Ch. 395. Construction of other capital improvements shall be considered by the city in the future as the needs dictate on the same basis as such capital improvements are considered throughout the city.

## **UNIFORM LEVEL OF SERVICES MAY NOT BE REQUIRED**

Nothing in this plan shall require the city to provide a uniform level of full municipal services to each area of the city, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

## **TERM**

This service plan shall be valid for a term of ten (10) years.

## **AMENDMENTS**

The plan shall not be amended unless public hearings are held in accordance with Local Government Code Section 43.0561.



Exhibit " A "  
Page 1 of 3  
April 8, 2019  
Parcel 23-Lift Station(REV\_1)

Parcel Take  
E. Gartara Survey  
Abstract -5  
Bexar County, Texas

## DESCRIPTION

**DESCRIPTION OF A 0.623 ACRE TRACT OF LAND SITUATED IN THE E. GARTARA SURVEY, ABSTRACT NO. 5 AND BEING A PORTION OF THAT CERTAIN 106.195 ACRE TRACT OF LAND, IN COUNTY BLOCK 5193, AS DESCRIBED IN A DEED TO REIDEL'S, INC., OF RECORD IN VOLUME 5690, PAGE 1205 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, SAID 0.623 ACRE TRACT, AS DEPICTED ON THE ACCOMPANYING DRAWING ENTITLED WOMAN HOLLERING, EXHIBIT "A" PARCEL 23 LIFT STATION AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2-inch iron rod found and held for corner, being the southwest corner of said 106.195 acre tract, being also the southeast corner of that certain 14.309 acre tract of land, in County Block 5193, as described in a deed to Harold Bauer, et al, of record in Document No. 2005098534 of the Official Public Records of Bexar County, being also in the north line of I. H. 10 (also known as U. S. 90) a varying width Right-Of-Way and being the southwest corner of the herein described tract;

**THENCE** North 30° 13' 47" West, with the west line of said 106.195 acre tract, the east line of said 14.309 acre tract, and the west line of the herein described tract, for a distance of 180.70 feet to a 1/2-inch iron rod with cap stamped "CFA" set for the northwest corner of the herein described tract and from which a 1/4-inch iron rod found and held for corner being the northwest corner of said 106.195 acre tract bears North 30° 13' 47" West a distance of 690.79 feet;

**THENCE** departing the east line of said 14.309 acre tract, and over and across said 106.195 acre tract, with the north and east lines of the herein described tract, the following two (2) courses and distances;

1. North 59° 46' 16" East, for a distance of 141.88 feet to a 1/2-inch iron rod with cap stamped "CFA" set for the northeast corner of the herein described tract, and
2. South 30° 14' 19" East, for a distance of 202.13 feet to a 1/2-inch iron rod with cap stamped "CFA" set for the southeast corner of the herein described tract, being also in the south line of said 106.195 acre tract and being in the north line of said I. H. 10;

**THENCE** South 68° 21' 23" West, with the south line of said 106.195 acre tract, the north line of said I. H. 10 and the south line of the herein described tract, for a distance of 143.52 feet the **POINT OF BEGINNING** and containing 0.623 acres of land, more or less.

Exhibit "A"  
Page 2 of 3  
April 8, 2019  
Parcel 23-Lift Station(REV\_1)

Parcel Take  
E. Gartara Survey  
Abstract -5  
Bexar County, Texas

Bearings are based on the Texas Coordinate System of 1983, South Central Zone (NAD\_83 (2011)). All distances were adjusted to the surface using a Surface Adjustment Factor of 1.00013. (Surface = Grid X Surface Adjustment Factor)

I certify that this description was prepared from a survey made on the ground, between December of 2016 and April of 2019, under my supervision.

COBB, FENDLEY & ASSOCIATES

*William D. Warrick*      *April 8, 2019*

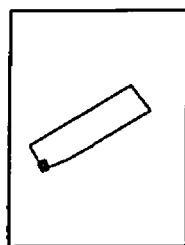
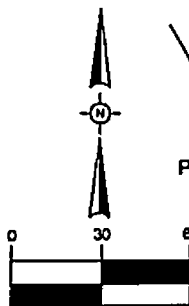
William D. Warrick, RPLS  
Texas Registration No. 4426



G:\Survey\PROJECTS\2015\1512-043-01-Shertz Woman Hollering\Data\Metes&Bounds\1512-043-01\_Task 03B\_Womans Hollering\_P23-Lift Station.docx

**BEXAR COUNTY, TEXAS****E. GARTARA ABST. NO. 5****NOTES:**

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD\_83 (2011)). ALL DISTANCES SHOWN HEREON WERE ADJUSTED TO SURFACE FROM 0,0 USING A SURFACE ADJUSTMENT FACTOR OF 1.000130.
2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT, OF THE SAME DATE, ACCOMPANYING THIS SKETCH.
3. THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND DECEMBER 1, 2016 THROUGH APRIL 4, 2019, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, AND THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY.

SITE MAP  
NOT TO SCALE

1 Inch = 60 ft.

**LEGEND**

- 1/2-INCH IRON ROD WITH CAP STAMPED "CFA" SET
- 1/2-INCH IRON ROD FOUND
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- O.P.R.B.C.TX. OFFICIAL PUBLIC RECORDS BEXAR COUNTY TEXAS
- P — PROPERTY LINE
- ROW — RIGHT-OF-WAY LINE

MICHAEL A. HUNTER  
(9.536 ACRES)  
COUNTY BLOCK 5193  
VOL. 11929, PG. 1002  
O.P.R.B.C.TX.

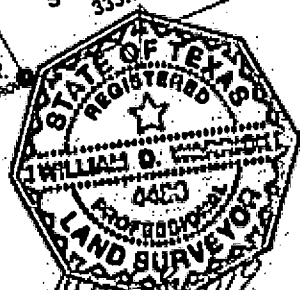
REIDEL'S INC.  
(106.195 ACRES)  
COUNTY BLOCK 5193  
VOL. 5690, PG. 1205  
O.P.R.B.C.TX.

0.623 ACRES

HAROLD BAUER, ET AL  
(14.309 ACRES)  
COUNTY BLOCK 5193  
DOC. No. 2005098534  
O.P.R.B.C.TX.

HAROLD BAUER  
(10.635 ACRES)  
COUNTY BLOCK 5193  
VOL. 11705, PG. 32  
O.P.R.B.C.TX.

REVISIONS:  
04/04/2019 - ALIGNMENT



WILLIAM D. WARRICK, R.P.L.S.  
TEXAS REGISTRATION No. 4426  
COBB, FENDLEY & ASSOCIATES, INC.

DATE

**FLOOD NOTE:**

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE A (SHADED) - SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (NO BASE FLOOD ELEVATIONS DETERMINED), FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48029C 0455G THAT BEARS AN EFFECTIVE/REVISED DATE OF SEPTEMBER 29, 2010. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

PROJECT: - WOMAN HOLLERING  
JOB NUMBER: - 1512-043-01  
DATE: - APRIL 4, 2019  
FIELDBOOK: - N/A  
DESIGN: - N/A  
DRAWN: - D. ROGERS  
CHECK: - B. WARRICK  
APPROVE: - B. WARRICK  
SCALE: - 1"=100'

**CobbFendley**

TYPE NO. 274 / TBPLS NO. 10046701  
505 EAST HUNTLAND DRIVE, SUITE 100  
AUSTIN, TEXAS 78752  
512.834.9798 | FAX 512.834.7727  
WWW.COBBFENDLEY.COM

WOMAN HOLLERING  
EXHIBIT "A"  
PARCEL 23  
LIFT STATION  
PAGE 3 OF 3

Drawn by: G. Surver\PROJECTS\2015\1512-043-01-Schertz Woman Hollering\Coastal\ASSETS\WMC\_Lift\_Station\_Reidels Inc.\REV1.dwg - Job: SHEET 1 - Plotted: 4/4/2019 2:21 PM By: DAVID ROGERS

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 10, 2020  
**Department:** Planning & Community Development  
**Subject:** Ordinance 20-S-08 - Conduct a public hearing and consideration and/or action for an Ordinance on a request to rezone approximately 0.5 acres of land to Public Use District (PUB), located at 13805 IH-10 E, City of Schertz, Bexar County, Texas. *First Reading* (B. James/L. Wood/N. Koplyay)

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**BACKGROUND**

The applicant is proposing to rezone approximately 0.5 acres of land to Public Use District (PUB) located 13805 IH-10E in order to utilize the property as a lift station. The subject property is currently in the City's Extraterritorial Jurisdiction (ETJ), and pursuant to LGC 43.035 and LGC 212.172 the property is under a delayed annexation development agreement executed in July 2010. This agreement between the City of Schertz and Riedel Acquisition, LLC was to be in effect for a ten-year period. Before the maturation of this agreement, the City of Schertz purchased approximately 0.5 acres (the subject property) of the original approximately 86 acre tract from Riedel Acquisition, LLC.

On February 25th the Schertz City Council adopted a resolution accepting a petition for voluntary annexation of the subject property (R-20-19). The adoption of this resolution allows the City to move forward with the annexation and zone change proceedings; the first readings of the official annexation ordinance (20-A-07) and this zone change ordinance (20-S-08) will be heard at the March 10th City Council meeting,

Three (3) public hearing notices were mailed to surrounding property owners on February 14th in preparation for the February 26th Planning and Zoning Commission meeting, and a public hearing notice was published in the SA Express News in preparation for the March 10th City Council Meeting. At the time of this report, Staff has not received any responses from the public.

**GOAL**

The project goal is to rezone the subject property to Public Use District (PUB) in order to develop the property as a lift station.

**COMMUNITY BENEFIT**

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

**SUMMARY OF RECOMMENDED ACTION**

The Comprehensive Plan, through the Future Land Use Plan and the South Schertz Sector Plan, designates the subject property as Agricultural Conservation. The Agricultural Conservation land use designation is intended to preserve much of South Schertz in a rural/agricultural state. The proposed rezone is in conformance with the goals and objectives of the Comprehensive Plan because the Public Use District (PUB) will allow the City to develop the property as a lift station, which improves the City's ability to serve our residents and allow for safe and orderly development.

The subject property is also currently surrounded by an undeveloped property under a delayed annexation development agreement, and undeveloped property that is zoned Pre-Development District (PRE), and the IH-10 Right-Of-Way. Therefore, the proposed zone change should have no adverse impact to the existing and potential adjacent land uses.

## **FISCAL IMPACT**

None.

## **RECOMMENDATION**

The City of Schertz Planning and Zoning Commission held a public hearing on February 26, 2020, and offered a recommendation of approval by unanimous vote.

Based on the Comprehensive Land Use Plan, adjacent undeveloped Pre-Development District zoned property, and undeveloped delayed annexation development agreement property, the proposed Public Use District zoning should have no adverse impact to the existing and potential adjacent land uses and is appropriate for the future development of the area. Staff recommends approval of the proposed zone change application.

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## **Attachments**

Ordinance 20-S-08

Ordinance 20-S-08 Exhibit A

Ordinance 20-S-08 Exhibit B

Aerial Map

Public Hearing Notice Map

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## **ORDINANCE NO. 20-S-08**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.5 ACRES OF LAND TO PUBLIC USE DISTRICT (PUB), LOCATED AT 13805 IH-10 E, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.**

**WHEREAS**, an application to rezone approximately 0.5 acres of land located at 13805 IH-10 E, and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the “Property”) has been filed with the City; and

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

**WHEREAS**, on February 26, 2020, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

**WHEREAS**, on March 10, 2020, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned Public Use District (PUB)

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

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

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

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

Section 6. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of



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

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

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

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

Approved on first reading the 10<sup>th</sup> day of March, 2020.

PASSED, APPROVED AND ADOPTED on final reading the 24<sup>th</sup> day of March, 2020.

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary  
(SEAL OF THE CITY)

Exhibit A



Exhibit "A"  
Page 1 of 3  
April 8, 2019  
Parcel 23-Lift Station(REV\_1)

Parcel Take  
E. Gartara Survey  
Abstract -5  
Bexar County, Texas

## DESCRIPTION

**DESCRIPTION OF A 0.623 ACRE TRACT OF LAND SITUATED IN THE E. GARTARA SURVEY, ABSTRACT NO. 5 AND BEING A PORTION OF THAT CERTAIN 106.195 ACRE TRACT OF LAND, IN COUNTY BLOCK 5193, AS DESCRIBED IN A DEED TO REIDEL'S, INC., OF RECORD IN VOLUME 5690, PAGE 1205 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, SAID 0.623 ACRE TRACT, AS DEPICTED ON THE ACCOMPANYING DRAWING ENTITLED WOMAN HOLLERING, EXHIBIT "A" PARCEL 23 LIFT STATION AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

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Page 2 of 3  
April 8, 2019  
Parcel 23-Lift Station(REV\_1)

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E. Gartara Survey  
Abstract -5  
Bexar County, Texas

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COBB, FENDLEY & ASSOCIATES

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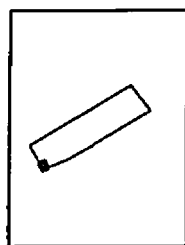
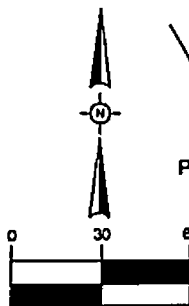
William D. Warrick, RPLS  
Texas Registration No. 4426



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**BEXAR COUNTY, TEXAS****E. GARTARA ABST. NO. 5****NOTES:**

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SITE MAP  
NOT TO SCALE

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**LEGEND**

- 1/2-INCH IRON ROD WITH CAP STAMPED "CFA" SET
- 1/2-INCH IRON ROD FOUND
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
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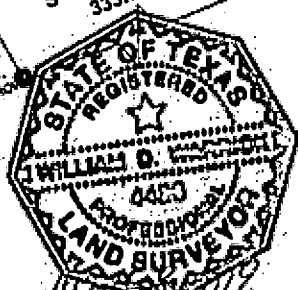
REIDEL'S INC.  
(106.195 ACRES)  
COUNTY BLOCK 5193  
VOL. 5690, PG. 1205  
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0.623 ACRES

HAROLD BAUER, ET AL  
(14.309 ACRES)  
COUNTY BLOCK 5193  
DOC. No. 2005098534  
O.P.R.B.C.TX.

HAROLD BAUER  
(10.635 ACRES)  
COUNTY BLOCK 5193  
VOL. 11705, PG. 32  
O.P.R.B.C.TX.

REVISIONS:  
04/04/2019 - ALIGNMENT



WILLIAM D. WARRICK, R.P.L.S.  
TEXAS REGISTRATION No. 4426  
COBB, FENDLEY & ASSOCIATES, INC.

DATE

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PROJECT: - WOMAN HOLLERING  
JOB NUMBER: - 1512-043-01  
DATE: - APRIL 4, 2019  
FIELDBOOK: - N/A  
DESIGN: - N/A  
DRAWN: - D. ROGERS  
CHECK: - B. WARRICK  
APPROVE: - B. WARRICK  
SCALE: - 1"=100'

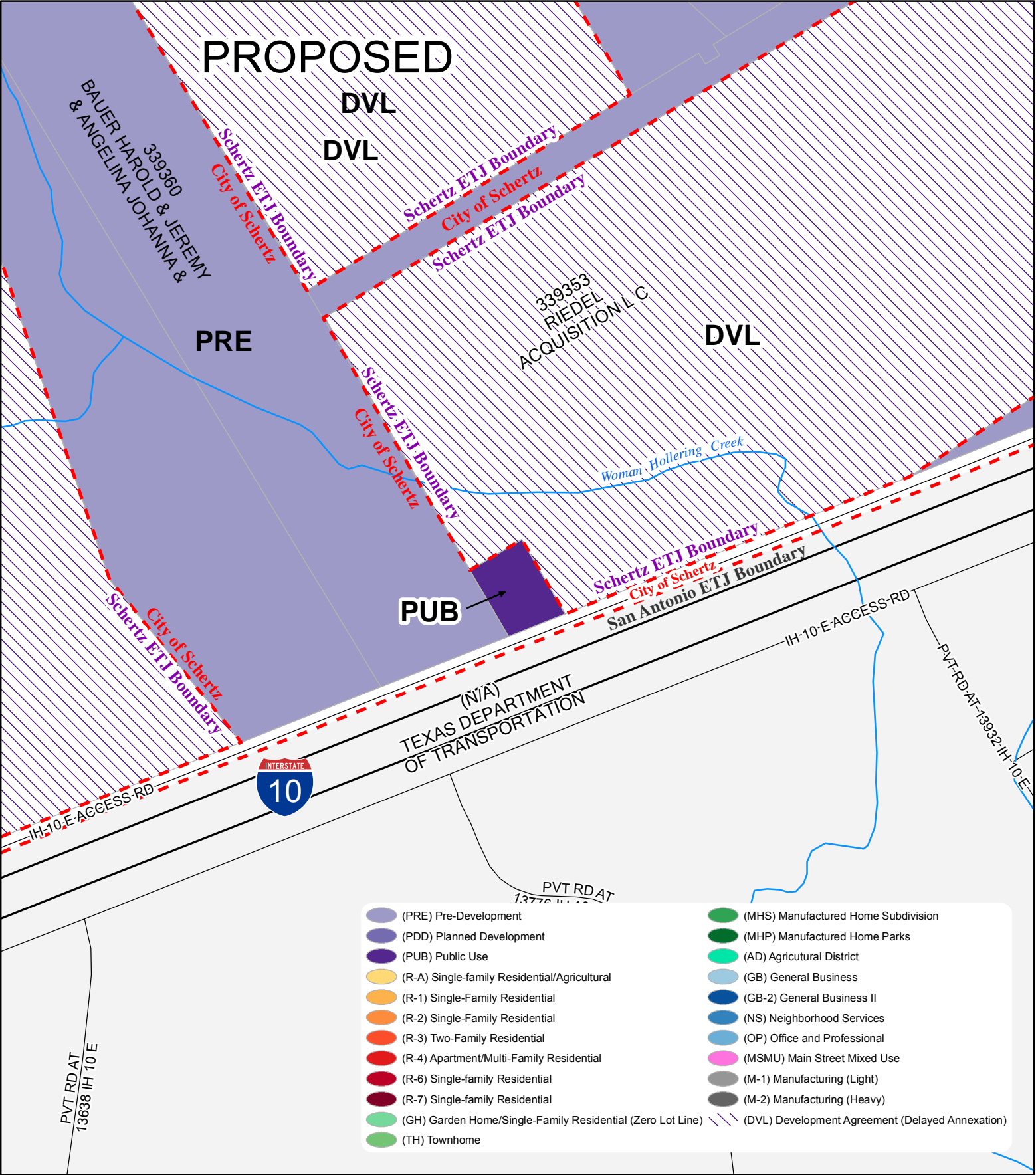
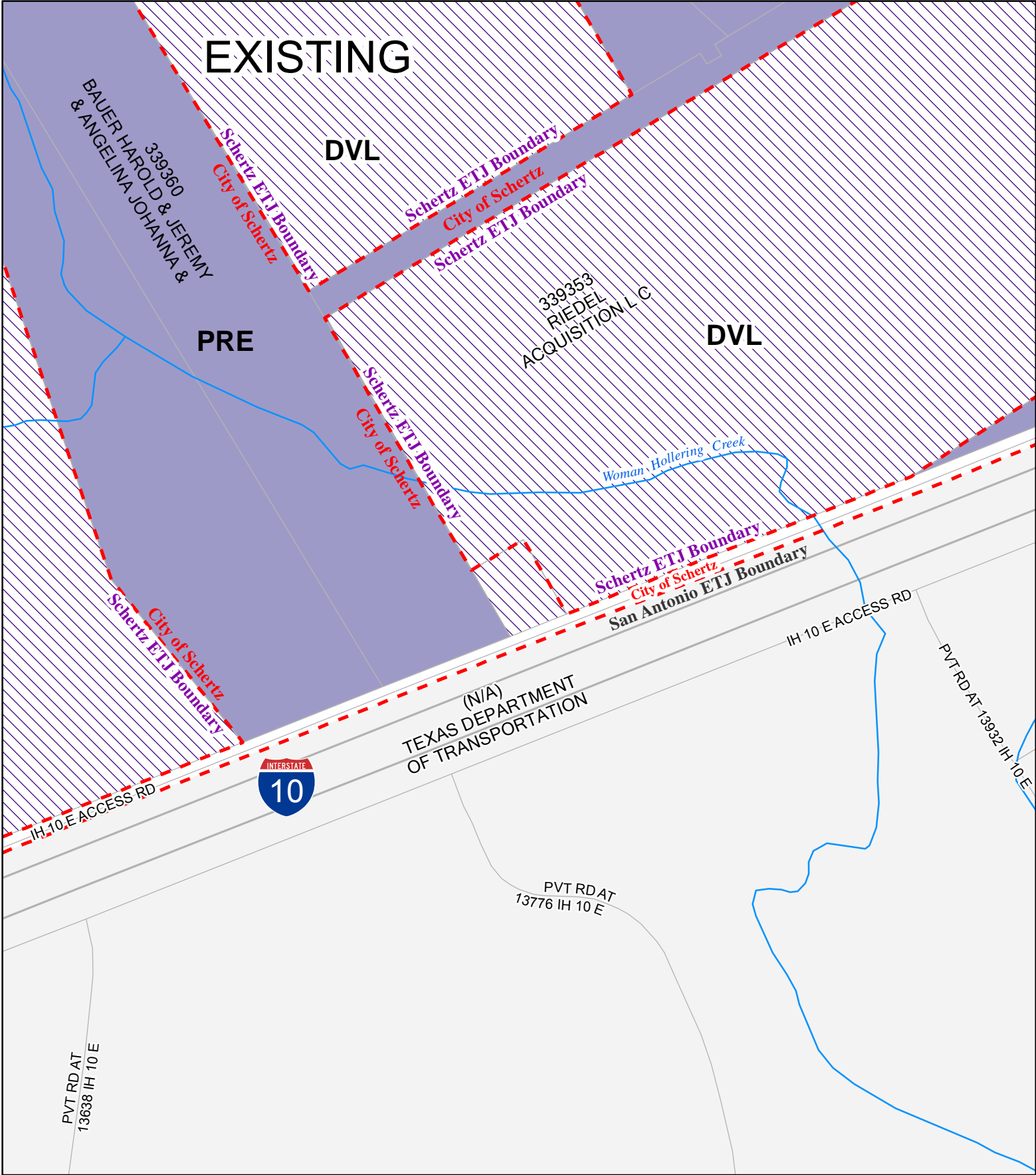


**CobbFendley**

TYPE NO. 274 / TBPLS NO. 10046701  
505 EAST HUNTLAND DRIVE, SUITE 100  
AUSTIN, TEXAS 78752  
512.834.9798 | FAX 512.834.7727  
WWW.COBBFENDLEY.COM

WOMAN HOLLERING  
EXHIBIT "A"  
PARCEL 23  
LIFT STATION  
PAGE 3 OF 3

Drawn by: G. Surver\PROJECTS\2015\1512-043-01-Schertz Woman Hollering\Coastal\ASSETS\WMC\_Lift\_Station\_Reidels Inc.\REV1.dwg - Job: SHEET 1 - Plotted: 4/4/2019 2:21 PM By: DAVID ROGERS



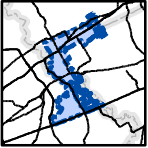
## Proposed Zoning Changes

## ORD 20-S-xx

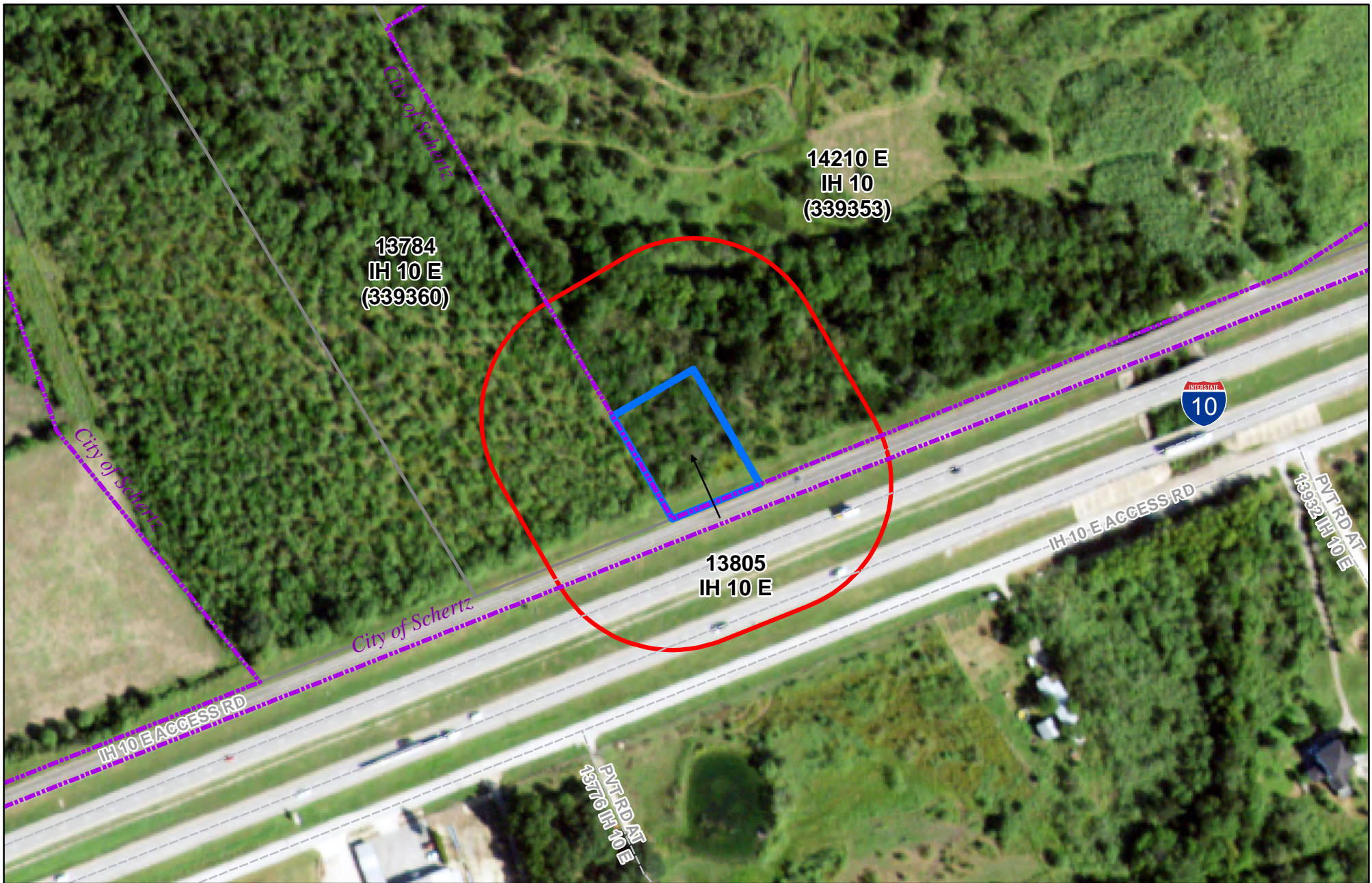
Woman Hollering Creek  
Lift Station Unit 1  
Block 1, Lot 1

Existing Zoning: Development Agreement (DVL)

Proposed Zoning: Public Use (PUB)







**SCHERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY

Last Update: December 19, 2019

City of Schertz, GIS Coordinator: Tony McFalls, gis@schertz.com (210) 619-1184

"The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time."

**WOMAN HOLLERING CREEK  
LIFT STATION UNIT 1  
BLOCK 1, LOT 1  
13805 IH 10 E**



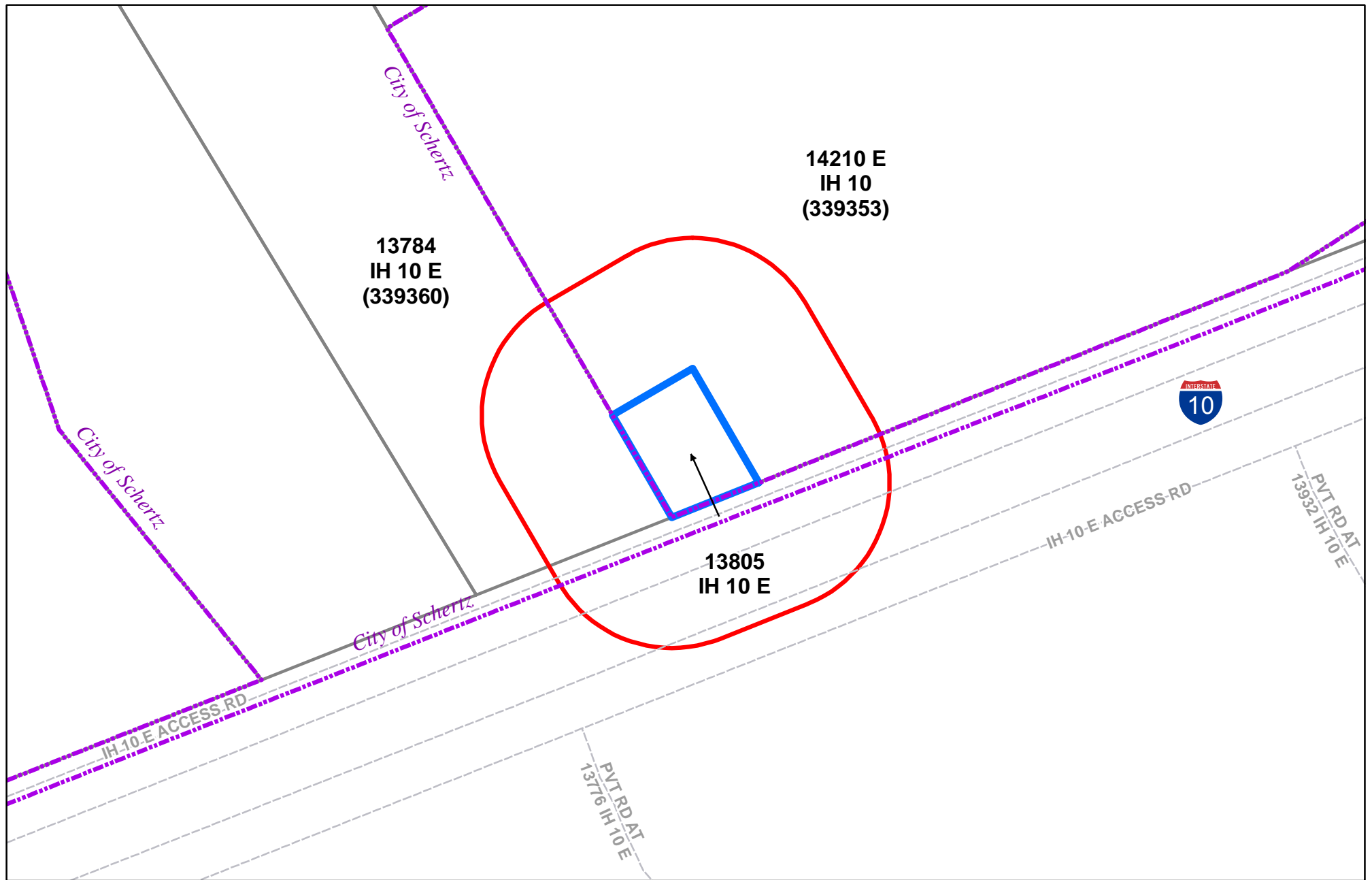
Parcel Boundaries

Schertz Municipal Boundary



200' Notification Buffer





**SCHERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY

**WOMAN HOLLERING CREEK  
LIFT STATION UNIT 1  
BLOCK 1, LOT 1  
13805 IH 10 E**



Parcel Boundaries

Schertz Municipal Boundary



200' Notification Buffer



Last Update: December 19, 2019

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** March 10, 2020  
**Department:** Emergency Medical Services  
**Subject:** Corona Virus (COVID-19) Update (C. Kelm/J. Mabbitt)

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**BACKGROUND**

Update on how the public safety departments are prepared for the Corona Virus (COVID-19).

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