

MEETING AGENDA City Council REGULAR SESSION CITY COUNCIL July 14, 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, JULY 14, 2020 at 6:00 p.m.

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, July 14, 2020, at the City Council Chambers. In lieu of attending the meeting in person, residents will have the opportunity to watch the meeting via live stream on the City's YouTube Channel.

Call to Order

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

City Events and Announcements

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

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, July 13, 2020, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

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

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

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

Consent Agenda Items

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

- 1. **Minutes** Consideration and/or action regarding the approval of the minutes of the regular meeting of July 7, 2020. (B. Dennis)
- **Resolution No. 20-R-70** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Public Library Interlocal Agreement between the City of Schertz and the County of Bexar for the purpose of participating in a CARES Act 2020 Grant Agreement to circulate WI-FI Hotspots, and other matters in connection therewith. (B. James/M. Uhlhorn)
- **Resolution 20-R-76** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to waive the utility bill reimbursement requirements for the Buffalo Valley Youth Association (BVYA) and the Schertz Youth Soccer Alliance (SYSA) for the 2020 calendar year totaling approximately \$20,000. (B. James/L. Shrum)

Discussion and Action Items

4. Resolution No. 20-R-67 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas calling the November 3, 2020, City of Schertz Joint General Election with Comal County, Bexar County and Guadalupe County and approving the Comal County Agreement/Memorandum of Understanding, Bexar County Agreement/Memorandum of Understanding and the Guadalupe County Election Contract. (B. Dennis/Council)

Workshop

5. Workshop Discussion and possible action regarding (Ordinance 20-H-18) - Discussion and possible action regarding Ordinance No. 20-H-18 and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 - Declaration of Local Disaster, also a short presentation from Dr. Stephen Carter and Dr. Lonnie Schwirlich. (M. Browne/C. Kelm/K. Long)

Roll Call Vote Confirmation

Closed Session

Government Code, to seek the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Act, and to deliberate the purchase, exchange, lease, or value of real property, to wit: certain water and wastewater rights and associated real property rights and available options.

Reconvene into Regular Session

6A. Take any action based on discussions held in closed session under Agenda Item 6.

Roll Call Vote Confirmation

Information available in City Council Packets - NO DISCUSSION TO OCCUR

7. 2019 Tax Year reimbursement per the Development Agreement with Amazon.com Services, Inc. (A. Perez)

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

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 10th DAY OF JULY 2020 AT 2:45 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 A	ATTACHED NOTICE	E AND AGENDA OF HEMS TO BE	
CONSIDERED BY THE O	CITY COUNCIL WA	AS REMOVED BY ME FROM THE OF	FICIAL
BULLETIN BOARD ON _	DAY OF	, 2020. TITLE:	

This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services or other services, please call 210-619-1030.

The City Council for the City of Schertz reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.

Closed Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

Mayor Gutierrez Audit Committee Investment Advisory Committee Main Street Committee	Councilmember Scagliola – Place 5 Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation
Councilmember Davis— Place 1 Audit Committee Interview Committee for Boards and Commissions Main Street Committee - Chair Schertz Housing Authority Board TIRZ II Board	Councilmember Scott – Place 2 Interview Committee for Boards and Commissions

Councilmember Larson – Place 3 Main Street Committee – Vice Chair	Councilmember Dahle – Place 4 Cibolo Valley Local Government Corporation Interview Committee for Boards and Commissions TIRZ II Board		
Councilmember Heyward – Place 6	Councilmember Brown – Place 7		
Audit Committee	Main Street Committee		
Investment Advisory Committee	Schertz-Seguin Local Government Corporation -		
Schertz Animal Services Advisory	Alternate		
Commission			

CITY COUNCIL MEMORANDUM

City Council Meeting:

July 14, 2020

Department:

City Secretary

Subject:

Minutes - Consideration and/or action regarding the approval of the minutes

of the regular meeting of July 7, 2020. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on Tuesday, July 7, 2020.

RECOMMENDATION

Recommend Approval.

Attachments

Draft Minutes 07-07-2020

DRAFT

MINUTES REGULAR MEETING July 7, 2020

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on July 7, 2020, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Mayor Pro-Tem Tim Brown; Councilmember Mark

Davis; Councilmember Rosemary Scott; Councilmember Michael Dahle;

Councilmember David Scagliola; Councilmember Allison Heyward

Absent: Councilmember Scott Larson

City City Manager Dr. Mark Browne; Assistant City Manager Brian James; City

Staff: Attorney Daniel Santee; City Secretary Brenda Dennis

Call to Order – City Council Regular Session

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

Call to Order

Mayor Gutierrez called the 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 Rosemary Scott)

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

Presentations

• Proclamation recognizing Park and Recreation Month (B. James/L. Shrum)

Mayor Gutierrez recognized Parks and Recreation Director Lauren Shrum who introduced members of her staff who were present this evening. Mayor Gutierrez read and presented the Proclamation recognizing Park and Recreation Month. Mayor Gutierrez and members of Council thanked Ms. Shrum and her team for the great work they do.

Employee Recognition

- Fleet & Facilities Services John Mark Gann Fleet Mechanic 1 (T. Buckingham/C. Hernandez)
- IT Dwight Smith Client Services Technician 1 (M. Clauser)
- Parks, Recreation & Community Services Anthony Navarro Parks
 Maintenance Crew Leader, Julian Torres Park Worker 1, Gabriel Santa Cruz,
 Matthew Pillar Seasonal Park Worker 1 (L. Shrum)

Mayor Gutierrez recognized the above Department Heads who introduced their new employees. Each new employee had an opportunity to speak.

City Events and Announcements

• Announcements of upcoming City Events (B. James/C. Kelm/S. Gonzalez)
Assistant City Manager Brian James provided the following announcement:

The City of Schertz will be holding its General Election on November 3, 2020, for the purpose of electing Council Members in Place 3, Place 4, and for Place 5 for a three-year term, from November 2020 to November 2023.

Any candidate desiring to have his or her name on the Official Ballot shall file with the City Secretary an application in writing in the form prescribed by the Texas Election Code declaring themselves a candidate. The filing date is no sooner than July 18, 2020, (but since the 18th falls on a Saturday and city offices are closed) the date moves to Monday, July 20, 2020) and no later than Monday, August 17, 2020, by 5:00 p.m. Candidate qualifications and packet is available online at www.schertz.com

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

City Manager Dr. Browne recognized the Public Affairs Department giving thanks to the job they did on the recent Magazine regarding the photos and article of the recent High School graduates; he also recognized the Parks and Recreation Department on the excellent job they are doing due to the opening and closings of the various Parks during the COVID Virus, as well as recognized them for the excellent job cleaning and landscaping the "Welcome to Schertz" signage on IH 35 access road and Schertz Parkway.

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

Mayor Gutierrez also recognized and thanked the Parks and Recreation Team, Troop 51 and all those who helped put of the flags along Schertz Parkway.

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, July 6, 2020, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

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Mayor Gutierrez recognized the following who spoke:

• Mrs. Maggie Titterington, The Chamber President who provided updates regarding the Chamber's recent and upcoming activities.

Mayor Gutierrez asked City Secretary Brenda Dennis if any residents had signed up on-line to be heard. She indicated there were none.

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 were read into record:

- 1. Minutes Consideration and/or action regarding the approval of the minutes of the meeting of the regular meeting of June 23, 2020. (B. Dennis)
- **2. Resolution No. 20-R-74** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an Interlocal Grant Agreement between the County of Bexar and the City of Schertz for the distribution of Federal Coronavirus Relief Funds and to accept the relief funds from Bexar County. (M. Browne)
- 3. Resolution No. 20-R-72 Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (B. James/J. Walters)
- **4. Resolution No. 20-R-75** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a Subdivision Improvement Agreement with Crossvine M1U3 Phase B. (M. Browne/B. James)
- **Ordinance No. 20-S-19** Consideration and/or action approving an Ordinance on a request to rezone approximately 0.5 acres of land from Single-Family Residential District (R-2) to General Business District (GB), located at 603 Main Street, City of Schertz, Guadalupe County, Texas. *Final Reading* (B. James/ L. Wood/ N. Koplyay).
- 6. Resolution No. 20-R-69 Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing additional expenditures with Ford Engineering, Inc., in a total project amount not to exceed \$80,000.00 for design, bid, and construction phase engineering services for the FM 1103 Water and Wastewater line relocation project in advance of the FM 1103 road widening project. (C. Kelm/S. Williams)
- 7. **Resolution No. 20-R-71** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing additional expenditures in the amount of \$2,051.59 with Ford Engineering Inc. for a total revised contract value of \$136,092.59 for professional engineering services for the Schertz Pedestrian Routes & Bike Lanes Project. (B. James/L. Shrum)

- 8. Ordinance No. 20-T-22 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 increase the budget amount by \$100,000.00 for the General Fund (Maintenance Services), repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. *Final Reading* (C. Kelm/S. Williams/T. Buckingham)
- 9. Ordinance No. 20-T-21 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 increase the budget amount by \$5,000.00 for the Hal Baldwin Scholarship, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. *Final Reading* (M. Browne/S. Gonzalez)

Mayor Gutierrez recognized Councilmember Rosemary Scott who asked that agenda item 7 be removed from consent for separate discussion.

Moved by Councilmember Michael Dahle, seconded by Councilmember Allison Heyward Moved by Councilmember Michael Dahle, Seconded by Councilmember Allison Heyward to approve consent agenda items 1 through 6 and items 8 & 9.

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

Passed

Discussion and Action Items

The following items were read into records:

7. **Resolution No. 20-R-71** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing additional expenditures in the amount of \$2,051.59 with Ford Engineering Inc. for a total revised contract value of \$136,092.59 for professional engineering services for the Schertz Pedestrian Routes & Bike Lanes Project. (B. James/L. Shrum)

Mayor Gutierrez recognized Parks, Recreation & Community Services Director Lauren Shrum who introduced this item addressing Councilmember Scotts questions. Moved by Councilmember Rosemary Scott, seconded by Councilmember Allison Heyward To approve Resolution No. 20-R-71.

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

Passed

10. Resolution No. 20-R-73 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas approving the San Antonio River Authority (SARA) 2020 wastewater rates and other matters in connection therewith. (SARA Ordinance #O-1469) (C. Kelm/S. Williams)

Mayor Gutierrez recognized Public Works Director Suzanne Williams who introduced Utilities Manager Ms. Amy Middleton with the San Antonio River Authority (SARA) who provided a PowerPoint presentation regarding the following:

- Proposed new rates
- CIP Plans and Overview
- New Utilities Development Advisory Committee

Ms. Middleton addressed questions from Council.

Moved by Councilmember Michael Dahle, seconded by Councilmember Allison Heyward to approve Resolution No. 20-R-73.

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

Passed

Workshop

11. Workshop Discussion and possible action regarding (Ordinance 20-H-18)

- Discussion and possible action regarding Ordinance No. 20-H-18 and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long/G. Rodgers)

Mayor Gutierrez recognized Fire Chief Kade Long who provided updated COVID-19 information to include topics such as active cases, situational

awareness, state data, city services, and disaster declarations. Mayor Gutierrez addressed Council referencing COVID-19 data in our 7 communities and the factors involved.

Mayor Gutierrez opened the floor for discussion from Council. Fire Chief Kade Long addressed questions/concerns from Council.

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for agenda items 1 through 10.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Mayor Gutierrez mentioned agenda items 13, 14 and 15 which were in the City Council packets as well as on our city website.

- 12. Monthly update on major projects in progress/CIP. (B. James/K. Woodlee)
- **13.** Review of Annual State-Mandated Cyber Security Training. (B. James/M. Clauser)
- 14. Quarterly Financial Reports. (B. James/J. Walters)

Requests and Announcements

• Announcements by the City Manager.

No further announcements were provided.

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

Mayor Gutierrez recognized Councilmember David Scagliola who requested information only to answer an email he received regarding a drainage problem in Fairhaven. He indicated he would forward the email to Dr. Browne.

- 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 Rosemary Scott who stated nothing

at this time, but she loved seeing the Mayor putting up the flags along Schertz Parkway, it was fantastic - they honked really loud.

Mayor Gutierrez recognized Councilmember Michael Dahle who stated that he had participated in the judging for the Chalk and T-Shirt contest. He thanked the Parks and Recreation department for putting this together.

Mayor Gutierrez recognized Councilmember David Scagliola who said the flags along Schertz Parkway were absolutely marvelous and stated the individual chose a great project for his Eagle Scout project.

Mayor Gutierrez recognized Councilmember Allison Heyward who stated that she along with Kyle Dorsey - Eagle Scout Candidate, Mayor Gutierrez, City Manager Dr. Browne and others assisted in planting the flags along Schertz Parkway from FM 78 to IH 35. The sight was very emotional for her to see as the flags were flying. She also stated that today she attended the Guadalupe County Commissioners Court meeting. At the meeting she found out that the Guadalupe County Fire Marshal's Office along with AACOG received a Homeland Security Grant. They purchased taskforce rescue equipment that will be used to keep our First Responders safe.

Mayor Gutierrez recognized Councilmember Tim Brown who thanked Maggie Titterington and the Chamber for providing a presentation from the Methodist Hospital and encouraged all to view it.

Adjournment

Mayor Gutierrez adjourned the meeting at 7:37 p.m.	
ATTEST:	Ralph Gutierrez, Mayor
Brenda Dennis, City Secretary	

CITY COUNCIL MEMORANDUM

City Council

July 14, 2020

Department:

Library

Subject:

Meeting:

Resolution No. 20-R-70 - Consideration and/or action approving a Resolution by the

City Council of the City of Schertz, Texas authorizing a Public Library

Interlocal Agreement between the City of Schertz and the County of Bexar for the purpose of participating in a CARES Act 2020 Grant Agreement to circulate WI-FI Hotspots, and other matters in connection therewith. (B. James/M.

Uhlhorn)

BACKGROUND

The term "digital divide" refers to the gap that exists between those who have access to modern information and communication technology and those who do not. Computers, telephones and other personal devices are ubiquitous. Online services are the norm for many businesses, and in an increasingly interconnected world, the Internet is vital in day-to-day life. Because technology is everywhere and the online life has become the norm, we sometimes forget that there are people in our communities who don't have the ability to access the information they need to carry out their everyday business.

The digital divide happens for various reasons, but any time there is an economic crisis, more people are affected simply because they aren't able to pay for Internet service. Libraries traditionally fill the gap for these members of the community, but the COVID pandemic has caused library service hours to be curtailed or suspended. Bexar County identified digital divide resulting from COVID as a growing issue and has chosen to use a portion of the County's CARES Grant money to address it. Bexar County's library, BiblioTech, is purchasing a large quantity of mobile hotspots, along with service through an Internet provider, in order to circulate them across the County. Anyone who finds themselves without access to the Internet can check out a hotspot to be used at home.

BiblioTech does not have the staffing resources to manage the full number of hotspots, nor do they have a physical presence everywhere in Bexar County. This makes it hard for them to reach everyone who may need a device. They are proposing partnerships with local libraries, including Schertz Public Library, to help them circulate the hotspots.

GOAL

The goal is to make Internet service available to those who don't have access to it so they can conduct personal business, continue with educational endeavors, participate in recreational opportunities, apply for jobs or benefits, and, in some cases, continue operating businesses.

COMMUNITY BENEFIT

Mobile hotspot lending programs enable library patrons to take the Internet home and offer many benefits such as:

- Bridging the Digital Divide
- Lessening the homework gap for children
- Providing internet options to rural areas with poor or no coverage
- Offering connectivity to financially disadvantaged patrons
- Helping individuals with employment opportunities
- Accessing health information, especially for seniors
- Offering connectivity at community wide events
- Allowing individuals living with disabilities the option to access the Internet from the comfort of home

By loaning out the Internet, just like a book, we will be able to provide patrons with 24/7 access to Internet. This particular partnership is a great benefit to our community as we currently have no program like this. There are no jurisidictional or geographic restrictions on who can check out a hotspot, so all persons in our service population can take advantage of the program.

SUMMARY OF RECOMMENDED ACTION

Staff recommends entering the Interlocal Agreement with Bexar County BiblioTech Library to circulate mobile WiFi hotspots to our community.

FISCAL IMPACT

The fiscal impact during the twelve-month period is small. Bexar County will purchase 100 hotspots and the monthly Internet service for each. Schertz Public Library will be responsible for barcoding, packaging and managing the circulation of the hotspots. We will need to purchase plastic bags to circulate the items at an approximate cost of \$40.00. We have barcodes and labels on hand. Cataloging labor will only take a few hours as BiblioTech has already created a MARC record template for us to use.

At the end of the twelve-month agreement period, Schertz Public Library has the option of dropping the program or continuing it in whatever fashion we want. For example, we could reduce the number of hotspots in the program, or seek sponsorship for the program. If we choose to continue circulating hotspots, we will be responsible for purchasing the monthly service for each of them. Current pricing on monthly service per device is \$22.99 or \$275.88 per year. Staff will seek direction from City Council on how to proceed at that time.

RECOMMENDATION

This Interlocal agreement is advantageous to our customers in that it gives us a way to provide a service for the next twelve months that we don't currently offer. The ability to circulate mobile hotspots during this time is a boon to those members of our community who are negatively impacted by the economic fallout of the pandemic. Staff recommends adoption of this Resolution authorizing the Public Library Interlocal Agreement to partner with Bexar County BiblioTech Library to circulate mobile hotspots to our community.

Attachments

Resolution 20-R-70 BiblioTech ILA

RESOLUTION NO. 20-R-70

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SCHERTZ AND THE COUNTY OF BEXAR FOR THE PURPOSE OF PARTICIPATING IN A CARES ACT 2020 GRANT AGREEMENT TO CIRCULATE WI-FI HOTSPOTS, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz ("City") and the County of Bexar ("County") are interested in addressing the issue of digital inclusion and allowing their respective public libraries to partner for the purpose of circulating, distributing and managing wi-fi hotspot devices as a means of internet connectivity; and

WHEREAS, Chapter 791, Texas Government Code, the Interlocal Cooperation Act, is for the purpose of increasing the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) ("CARES Act") enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY received \$79,626,415.00 directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, COUNTY has allocated a portion of its federal CARES allocation to digital inclusion. Since 2017, COUNTY's digital public library, BiblioTech, has been circulating portable wi-fi hotspots ("Devices") as a means of internet connectivity. COUNTY desires to enter into this Agreement with CITY to circulate Devices from the Schertz Public Library. Bexar County would pay for the monthly service charge and activation fees for one (1) year, and the CITY'S library would be responsible for circulation, distribution and management of the Devices during the Term of this 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 Interlocal Agreement in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this _ day of July 2020.

	CITY OF SCHERTZ, TEXAS	
	Ralph Gutierrez, Mayor	
ATTEST:		
Brenda Dennis, City Secretary		
(CITY SEAL)		

EXHIBIT A

PUBLIC LIBRARY INTERLOCAL AGREEMENT

See attached

50234811.1 A-1

STATE OF TEXAS	§	CARES ACT 2020 GRANT
	§	AGREEMENT BETWEEN THE
	§	COUNTY OF BEXAR AND
COUNTY OF BEXAR	8	CITY OF SCHERTZ PUBLIC LIBRARY

This CARES Act Grant Agreement ("Agreement") is hereby made and entered into by **COUNTY OF BEXAR**, a political subdivision of the State of Texas ("COUNTY"), and the **CITY OF SCHERTZ**, a municipal corporation of the State of Texas, by and through the Schertz Public Library (LIBRARY), a Texas Library System located at 798 Schertz Parkway, Schertz, Texas 78154, ("LIBRARY"). COUNTY and LIBRARY are sometimes referred to collectively as the "Parties".

RECITALS

WHEREAS, funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) ("CARES Act") enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.);

WHEREAS, the CARES Act stipulated that the United States Department of the Treasury would give funding directly to counties with a population greater than 500,000 and COUNTY received \$79,626,415.00 directly from the United States Department of the Treasury as a result of the CARES Act; and

WHEREAS, COUNTY has allocated a portion of its federal CARES allocation to digital inclusion. Since 2017, COUNTY's digital public library, BiblioTech, has been circulating portable wi-fi hotspots ("Devices") as a means of internet connectivity. COUNTY desires to enter into this Agreement with LIBRARY to circulate Devices from their library. Bexar County would pay for the monthly service charge and activation fees for one (1) year, and LIBRARY would be responsible for circulation, distribution and management of the Devices during the Term of this Agreement;

WHEREAS, through approval and execution of this Agreement, Commissioners Court specifically finds that providing Devices pursuant to this Agreement to expand rural broadband capacity to assist with distance learning and telework are necessary for the public health emergency.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

- **Section 1. RECITALS BINDING.** The foregoing recitals are incorporated into the terms of this Agreement and shall be binding on the Parties.
- **Section 2. PROCEDURES.** The Parties agree that the procedures for circulation, distribution and management of the Devices set out in Exhibit "A"
- **Section 3. DEFAULT.** The use of the grant of Devives to the LIBRARY shall be subject to the Procedure set out in Section 2. If LIBRARY fails to comply with the Procedures set out in Section 2, as determined in the sole discretion of COUNTY then the COUNTY may notify the LIBRARY in writing that the provisions of this Agreement were breached and the COUNTY will be picking-up the e-readers from the schools' libraries on the date specified in the notice.
- **Section 4. CONTRACT CHANGES.** Any modifications, additions, or deletions to the terms of this Agreement shall be by written amendment of the Parties.
- **Section 5.1** Notwithstanding any provision to the contrary herein, this Agreement is a contract for, and with respect to the performance of, governmental functions by governmental entities.
 - 5.1.1 The services provided for herein are governmental functions, and the City and the County shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
 - 5.1.2 The relationship of the County and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
 - 5.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.
- Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the County shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.
- Neither Party waives or relinquishes any immunity or defense on behalf of itself, its Commissioners, Councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.
- **Section 6. NOTICES.** All notices given under this Agreement shall be in writing and sent by certified mail, return receipt requested, as follows:

If to COUNTY: Bexar County Judge

Attn: Grant Agreement

Bexar County Commissioners Court 101 West Nueva Street, Suite 1019 San Antonio, Texas 78205-3482

and, Laura Cole

BiblioTech Director

101 West Nueva Street, Suite 807

San Antonio, Texas 78205

and, Chief, Civil Section

Bexar County District Attorney's Office

300 Dolorosa, Fifth Floor San Antonio, Texas 78205

If to LIBRARY: Melissa Uhlhorn

Schertz Public Library Director

798 Schertz Parkway Schertz, Texas 78154

City Attorney

Denton, Navarro, Rocha, Bernal, & Zech, P.C.

2517 N. Main Avenue San Antonio, Texas 78212 Attention: Daniel Santee

- **Section 7. SEVERABILITY**. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word contained in this Agreement is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event, there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.
- **Section 8. TERM.** This Agreement shall commence on the date set out below and shall terminate upon the earlier of: (1) a default under Section 3; or One (1) year from the execution date.
- **Section 9. AUTHORIZATION.** This Agreement was approved by Bexar County Commissioners Court. The Economic Development Grant provided pursuant to this Agreement is expressly subject to the fulfillment by LIBRARY of all of the terms and conditions described herein. At the Request of the COUNTY, LIBRARY shall provide a resolution of its governing authority, with respect to the entry into and performance of this grant agreement.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals on this day o, 2020			
COUNTY OF BEXAR	CITY OF SCHERTZ		
By: NELSON W. WOLFF County Judge	By:Name: Mark Browne Title: City Manager Date:		
APPROVED AS TO LEGAL FORM: Criminal District Attorney County of Power Toyon			
By: GERARD CALDERON Assistant Criminal District Attorney Civil Section			
APPROVED AS TO FINANCIAL CONTENT:			
LEO S. CALDERA, CIA, CGAP			
County Auditor			
DAVID SMITH County Manager			
APPROVED:			
LAURA COLE BiblioTech Director			

EXHIBIT "A"

The Parties agree that the procedures set out herein shall be followed in connection with the distribution of the COUNTY grant of ONE HUNDRED (100) CoolPad Surf wi-fi hotspots with unlimited data at a monthly rate of \$22.99 per device for a period of TWELVE (12) months, for a total value of \$27,588.00, to begin with the execution of this agreement.

The SCHERTZ PUBLIC LIBRARY agrees to loan the devices for a circulation period of twenty-one days in accordance with its regular library policies.

CITY COUNCIL MEMORANDUM

City Council

July 14, 2020

Meeting: Department:

Parks, Recreation & Community Servic

Subject:

Resolution 20-R-76 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to waive the utility bill reimbursement requirements for the Buffalo Valley Youth Association (BVYA) and the Schertz Youth Soccer Alliance (SYSA) for the 2020 calendar

year totaling approximately \$20,000. (B. James/L. Shrum)

BACKGROUND

The City of Schertz had entered into license agreements with the Buffalo Valley Youth Association (BVYA) and the Schertz Youth Soccer Alliance (SYSA) for the use, maintenance an operation of the Cities baseball and soccer fields and building located on Oak Street. Both agreements require those organizations to pay to repay the City for 30% of utility charges. The pandemic has caused most of both league's activities to cease.

The attached letters show utility charges for BVYA and SYSA for the 1st and 2nd quarters of 2020. Per our public facility license agreements (BVYA 19-R-18; SYSA 15-R-65), the associations' responsibilities are 30% of the total utility charges. Given the financial strain that the COVID-19 pandemic has put on our associations due to lost revenue from tournaments, cancelled registrations, and future credits for non-refundable registrations, the associations are asking to waive the utility charges for the 2020 calendar year. These non-profits simply do not have additional revenue streams to make up for the loss of registrations; they operate with such a slim margin normally with little going into reserves. If we do not support the organizations in this manner, it's likely that they will go defunct, and the city will lose the approximately \$500,000 in value of in-kind labor that these organizations provide.

GOAL

City staff has determined that waiving the utility reimbursement requirements for the 2020 calendar year totaling approximately \$20,000, will help keep BVYA and SYSA solvent, and continue to produce in-kind value to the City of Schertz which serves a public purpose.

COMMUNITY BENEFIT

Both BVYA and SYSA provide opportunities for youth in Schertz and the surrounding areas to participate in recreational sports such as soccer, baseball, softball, football, cheerleading, volleyball, basketball, and swimming. Recreational sports keep kids physically active, socially engaged, and teaches valuable lessons such as character development and good sportsmanship. Quality youth sport programs are a hallmark of a strong community with a strong quality of life.

SUMMARY OF RECOMMENDED ACTION

Approval of resolution 20-R-76.

FISCAL IMPACT

Revenue loss for the city is estimated at \$20,000 for the 2020 calendar year. The amounts for the first 2 quarters of 2020 are listed below. The last two quarters will be calculated once the utility bills come in.

2020 1st and 2nd Quarter Total Owed for BVYA: \$ 6,108.34 2020 1st and 2nd Quarter Total Owed for SYSA: \$ 4,085.68 Total \$10,194.02

RECOMMENDATION

Approval of resolution 20-R-76.

Attachments

BVYA 1st Quarter BVYA 2nd Quarter SYSA 1st Quarter SYSA 2nd Quarter Res 20 R 76

PARKS, RECREATION & COMMUNITY SERVICES

10 COMMERCIAL PLACE, BLDG 1. **SCHERTZ, TEXAS 78154-1634** (210) 619-1855 FAX (210) 619-1069

June 30, 2020

Buffalo Valley Youth Association Johnie McDow, President 401 Oak Street Schertz Texas 78154

Re: Utility Charges for Baseball Fields

Dear Mr. McDow:

Attached are the Utility charges for the months of January, February, and March for the Baseball Fields. According to the Buffalo Valley Youth Association Agreement, BVYA is responsible for 30 % of these charges.

The January expense for electricity is:	\$1,842.48
The January expense for water is:	\$1,613.36
The February expense for electricity is:	\$1,456.50
The February expense for water is:	\$1,418.84
The March expense for electricity is:	\$2,125.93
The March expense for water is:	\$1,485.27

Total expenses for January, February and March are:

Jamen Sh

\$ 9,942.38

According to the Buffalo Valley Youth Association Agreement, BVYA is responsible for 30 % of these charges.

Amount due for January, February and March is:

\$2,983.00

Please make check payable to:

City of Schertz

Attn: Parks Dept.

10 Commercial Place, Bldg1

Schertz, TX 78154

If you have any questions or need further information, please contact Pamela Amen at (210) 619-1854, Monday through Friday, 8:00 am to 5:00 pm. Thank you.

Sincerely,

Lauren Shrum, Parks Director

Parks, Recreation and Community Services

Attach: 1

BVYA ELECTRIC/WATER 2020

		OTRIO/WATER 2020		ALL COLLEGE
	METER NUMBER	DEPT		AMOUNT
JANUARY 2020	2381620-12	CONCESSION STAND	æ	45.20
ELECTRIC	2381620-15	BASEBALL PARK	\$ \$	20.40
LLLCTRIC	2381620-19	ADULT SOFTBALL FIELD	я \$	43.32
	2381620-19	BVYA/MEYER FIELD	э \$	73.20
	2381620-21	BVYA/LIONS FIELD	φ \$	
	2381620-71	BALL FIELDS	Ф \$	87.72
	2301020-71	TOTAL	\$	1,572.64 1,842.48
		TOTAL	Ψ	1,042.40
JANUARY 2020	22-0267-00	1300 B CONCESSION	\$	237.59
WATER	22-0268-00	1300 B SPRINKLER	\$	551.22
	22-0418-00	BALLPARK EXPANSION	\$	393.85
	06-1060-00	BVYA/C OF C FIELD	\$	24.91
	06-1065-00	BVYA/CONCESSION	\$	61.42
	06-1070-00	BVYA/MEYER FIELD	\$	196.78
	06-1080-00	ADULT SOFTBALL FIELD	\$	24.61
	06-1100-00	BVYA/LIONS FIELD	\$	61.49
	06-1105-00	BVYA/ANDERSON FIELD	\$	61.49
		TOTAL	\$	1,613.36
FEBRUARY 2020	2381620-12	CONCESSION STAND	\$	47.74
ELECTRIC	2381620-15	BASEBALL PARK	\$	20.40
	2381620-19	ADULT SOFTBALL FIELD	\$	20.40
	2381620-20	BVYA/MEYER FIELD	\$	50.57
	2381620-21	BVYA/LIONS FIELD	\$	20.40
	2381620-71	BALL FIELDS	\$	1,296.99
		TOTAL	\$	1,456.50
FEBRUARY 2020	22-0267-00	1200 B CONCESSION	¢.	004.04
WATER	22-0267-00	1300 B CONCESSION 1300 B SPRINKLER	\$	201.34
WAIER	22-0208-00	BALLPARK EXPANSION	\$	393.55
	06-1060-00	BVYA/C OF C FIELD	\$	393.55 24.61
	06-1065-00	BVYA/CONCESSION	\$ \$	61.42
	06-1070-00	BVYA/MEYER FIELD	φ \$	196.78
	06-1080-00	ADULT SOFTBALL FIELD	φ \$	24.61
	06-1000-00	BVYA/LIONS FIELD	φ \$	61.49
	06-1105-00	BVYA/ANDERSON FIELD	φ \$	61.49
	00-1103-00	TOTAL	\$	1,418.84
		TOTAL	Ψ	1,410.04
MARCH 2020	2381620-12	CONCESSION STAND	\$	45.77
ELECTRIC	2381620-15	BASEBALL PARK	\$	27.94
	2381620-19	ADULT SOFTBALL FIELD	\$	73.20
	2381620-20	BVYA/MEYER FIELD	\$	43.02
	2381620-21	BVYA/LIONS FIELD	\$	45.94
	2381620-71	BALL FIELDS	\$	1,890.06

		TOTAL	\$ 2,125.93
MARCH 2020	22-0267-00	1300 B CONCESSION	\$ 201.34
WATER	22-0268-00	1300 B SPRINKLER	\$ 393.55
	22-0418-00	BALLPARK EXPANSION	\$ 393.55
	06-1060-00	BVYA/C OF C FIELD	\$ 24.61
	06-1065-00	BVYA/CONCESSION	\$ 127.85
	06-1070-00	BVYA/MEYER FIELD	\$ 196.78
	06-1080-00	ADULT SOFTBALL FIELD	\$ 24.61
	06-1100-00	BVYA/LIONS FIELD	\$ 61.49
	06-1105-00	BVYA/ANDERSON FIELD	\$ 61.49
		TOTAL	\$ 1,485.27

TOTAL ELECTRIC
TOTAL WATER
GRAND TOTAL

\$ 5,424.91 \$ 4,517.47 \$ 9,942.38

PA06/30/20



COMMUNITY SERVICE OPPORTUNITY

PARKS, RECREATION & COMMUNITY SERVICES

10 COMMERCIAL PLACE, BLDG 1. SCHERTZ, TEXAS 78154-1634 (210) 619-1855 FAX (210) 619-1069

July 1, 2020

Buffalo Valley Youth Association Johnie McDow, President 401 Oak Street Schertz Texas 78154

Re: Utility Charges for Baseball Fields

Dear Mr. McDow:

Attached are the Utility charges for the months of April, May and June for the Baseball Fields. According to the Buffalo Valley Youth Association Agreement, BVYA is responsible for 30 % of these charges.

The April expense for electricity is:	\$2,453.46
The April expense for water is:	\$1,715.80
The May expense for electricity is:	\$1,197.34
The May expense for water is:	\$1,566.15
The June expense for electricity is:	\$1,255.42
The June expense for water is:	\$2,229.63

Total expenses for April, May and June are:

\$ 10,417.80

According to the Buffalo Valley Youth Association Agreement, BVYA is responsible for 30 % of these charges.

Amount due for April, May and June is:

\$3,125.34

Please make check payable to:

City of Schertz

Attn: Parks Dept.

10 Commercial Place, Bldg1

Schertz, TX 78154

If you have any questions or need further information, please contact Pamela Amen at (210) 619-1854, Monday through Friday, 8:00 am to 5:00 pm. Thank you.

Sincerely,

Lauren Shrum, Parks Director

Parks, Recreation and Community Services

Attach: 1

BVYA ELECTRIC/WATER 2020

	BVIAELEC	TRIC/WATER 2020		
	METER NUMBER	DEPT		AMOUNT
A: 1 0000	0004600 40	CONCECCION CTAND	•	74.04
April 2020	2381620-12	CONCESSION STAND	\$	74.61
ELECTRIC	2381620-15 2381620-19	BASEBALL PARK ADULT SOFTBALL FIELD	\$	65.66
		BVYA/MEYER FIELD	\$	103.37
	2381620-20 2381620-21	BVYA/LIONS FIELD	\$	80.40
	2381620-71	BALL FIELDS	\$	178.98
	230 1020-7 1	TOTAL	\$	1,950.44 2,453.46
		TOTAL	Ψ	2,400.40
April 2020	22-0267-00	1300 B CONCESSION	\$	196.78
WATER	22-0268-00	1300 B SPRINKLER	\$	393.56
	22-0418-00	BALLPARK EXPANSION	\$	503.30
	06-1060-00	BVYA/C OF C FIELD	\$	24.91
	06-1065-00	BVYA/CONCESSION	\$	56.10
	06-1070-00	BVYA/MEYER FIELD	\$	393.56
	06-1080-00	ADULT SOFTBALL FIELD	\$	24.61
	06-1100-00	BVYA/LIONS FIELD	\$	61.49
	06-1105-00	BVYA/ANDERSON FIELD	\$	61.49
		TOTAL	\$	1,715.80
May 2020	2381620-12	CONCESSION STAND	¢	83.10
ELECTRIC	2381620-15	BASEBALL PARK	\$ \$	20.40
LLLOTRIO	2381620-19	ADULT SOFTBALL FIELD	\$	27.94
	2381620-20	BVYA/MEYER FIELD	\$	20.40
	2381620-21	BVYA/LIONS FIELD	\$	20.40
	2381620-71	BALL FIELDS	\$	1,025.10
		TOTAL	\$	1,197.34
May 2020	22-0267-00	1300 B CONCESSION	\$	220.21
WATER	22-0268-00	1300 B SPRINKLER	\$	513.63
	22-0418-00	BALLPARK EXPANSION	\$	393.55
	06-1060-00	BVYA/C OF C FIELD	\$	24.61
	06-1065-00	BVYA/CONCESSION	\$	69.78
	06-1070-00	BVYA/MEYER FIELD	\$	196.78
	06-1080-00	ADULT SOFTBALL FIELD	\$	24.61
	06-1100-00	BVYA/LIONS FIELD	\$	61.49
	06-1105-00	BVYA/ANDERSON FIELD	\$	61.49
		TOTAL	\$	1,566.15
June 2020	2381620-12	CONCESSION STAND	\$	105.53
ELECTRIC	2381620-15	BASEBALL PARK	\$	27.94
	2381620-19	ADULT SOFTBALL FIELD	\$	20.40
	2381620-20	BVYA/MEYER FIELD	\$	35.49
	2381620-21	BVYA/LIONS FIELD	\$	20.40
	2381620-71	BALL FIELDS	\$	1,045.66



COMMUNITY SERVICE OPPORTUNITY

10 COMMERCIAL PLACE, BLDG 1. SCHERTZ, TEXAS 78154-1634 (210) 619-1855 FAX (210) 619-1069 PARKS, RECREATION & COMMUNITY SERVICES

June 30, 2020

Schertz Youth Soccer Alliance Sabrina Sheridan, President P.O. Box 205 Schertz Texas 78154

Re: Utility Charges for Soccer Complex

Attached are the Utility charges for the months of January, February, and March for the Soccer Complex:

The January expense for electricity is: \$1,807.84

The January expense for water is: \$532.61

The February expense for electricity is: \$2,041.49

The February expense for water is: \$438.93

The March expense for electricity is: \$1,880.72

The March expense for water is: \$438.93

Total utility charges for the Schertz Soccer Complex for January, February, and March are: \$7,140.52 According to the Schertz Youth Soccer Alliance agreement, SYSA is responsible for 30% of these charges.

Amount due for January, February, and March is:

\$2,142.16

Please make check payable to:

City of Schertz

Attn: Parks, Recreation & Community Services

10 Commercial Place Bldg #1

Schertz, TX 7815

If you have any questions or need further information, please contact Pam Amen at (210) 619-1854, Monday through Friday, 8:00 am to 5:00 pm. Thank you.

Sincerely,

Lauren Shrum, Parks Director

Parks, Recreation and Community Services

Jamen & hr

SYSA ELECTRIC/WATER 2020

	METER NUMBER	OEPT	AMOUNT	
January 2020				
ELECTRIC	2380906-11	75 MASKE	\$	694.0
	2380906-12	SOCCER FIELD	\$ 1,	113.8
		TOTAL		807.8
January 2020				
WATER	15-5655-00	MASKE RD CONCESSION	\$	295.0
	46-0591-01	MASKE RD GARBAGE	\$	237.5
		TOTAL	\$	532.6
February 2020				
ELECTRIC	2380906-11	75 MASKE	\$ 1,	070.0
	2380906-12	SOCCER FIELD		971.4
		TOTAL		041.4
February 2020				
WATER	15-5655-00	MASKE RD CONCESSION	\$:	201.3
	46-0591-01	MASKE RD GARBAGE	\$:	237.5
		TOTAL	\$	438.9
March 2020				
ELECTRIC	2380906-11	75 MASKE	\$ 5	579.0
	2380906-12	SOCCER FIELD		301.7
		TOTAL		380.7
4 1 2222				
March 2020 WATER	15-5655-00	MASKE RD CONCESSION	\$ 2	201.3
WALLE	46-0591-01	MASKE RD GARBAGE		237.5
	40-0001-01	TOTAL		38.9
		1017.2		00.0
		TOTAL ELECTRIC	\$ 5,7	30.0
		TOTAL ELECTRIC TOTAL WATER		10.4
		GRAND TOTAL		40.5
reasurer@schertzsoccercomlex.org		OIGHTS TOTAL	Ψ / / / /	10.02



COMMUNITY SERVICE OPPORTUNITY

PARKS, RECREATION & COMMUNITY SERVICES

10 COMMERCIAL PLACE, BLDG 1. SCHERTZ, TEXAS 78154-1634 (210) 619-1855 FAX (210) 619-1069

July 1, 2020

Schertz Youth Soccer Alliance Sabrina Sheridan, President P.O. Box 205 Schertz Texas 78154

Re: Utility Charges for Soccer Complex

Attached are the Utility charges for the months of April, May and June for the Soccer Complex:

The April expense for electricity is: \$1,649.27
The April expense for water is: \$528.93
The May expense for electricity is: \$1,279.45
The May expense for water is: \$517.91
The June expense for electricity is: \$2,014.02
The June expense for water is: \$488.81

Total utility charges for the Schertz Soccer Complex for April, May and June are: \$6,478.39 According to the Schertz Youth Soccer Alliance agreement, SYSA is responsible for 30% of these charges.

Amount due for April, May and June is:

\$1,943.52

Please make check payable to:

City of Schertz

Attn: Parks, Recreation & Community Services

10 Commercial Place Bldg #1

Schertz, TX 7815

If you have any questions or need further information, please contact Pam Amen at (210) 619-1854, Monday through Friday, 8:00 am to 5:00 pm. Thank you.

Sincerely,

Lauren Shrum, Parks Director

Parks, Recreation and Community Services

Jamen Sh

SYSA ELECTRIC/WATER 2020

	METER NUMBER	DEPT	AM	OUNT
April 2020				
ELECTRIC	2380906-11	75 MASKE	\$	585.0
	2380906-12	SOCCER FIELD	\$	1,064.2
		TOTAL	\$	1,649.
April 2020				
WATER	15-5655-00	MASKE RD CONCESSION	\$	291.
	46-0591-01	MASKE RD GARBAGE	\$	237.
		TOTAL	\$	528.
May 2020				
ELECTRIC	2380906-11	75 MASKE	\$	565.
	2380906-12	SOCCER FIELD	\$	714.
		TOTAL	\$	1,279.
			Ť	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
May 2020				
WATER	15-5655-00	MASKE RD CONCESSION	\$	280.
***************************************	46-0591-01	MASKE RD GARBAGE	\$	237.
	10-0001-01	TOTAL	\$	517.
		TOTAL	Φ	517.3
L 0000				
June 2020	0000000 11			
ELECTRIC	2380906-11	75 MASKE	\$	1,291.0
	2380906-12	SOCCER FIELD	\$	723.0
		TOTAL	\$	2,014.0
une 2020				
WATER	15-5655-00	MASKE RD CONCESSION	\$	251.2
	46-0591-01	MASKE RD GARBAGE	\$	237.5
		TOTAL	\$	488.8
		TOTAL ELECTRIC	\$	4,942.7
		TOTAL WATER	\$	1,535.6
		GRAND TOTAL	\$	6,478.3
easurer@schertzsoccercomlex.org		OTO TITLE	Ψ	0,470.0

RESOLUTION NO. 20-R-76

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO WAIVE THE UTILITY BILL REIMBURSEMENT REQUIREMENTS FOR THE BUFFALO VALLEY YOUTH ASSOCIATION (BVYA) AND THE SCHERTZ YOUTH SOCCER ALLIANCE (SYSA) FOR THE 2020 CALENDAR YEAR TOTALING APPROXIMATELY \$20,000.

WHEREAS, the City of Schertz has entered into license agreements with BVYA and SYSA; and

WHEREAS, BVYA and SYSA provide recreation programs to members of the community and provide for the upkeep and maintenance of City sports fields; and

WHEREAS, BVYA and SYSA providing these services is a cost effective way for the City to ensure the availability of these programs; and

WHEREAS, the COVID-19 global pandemic has caused closures of sports facilities and loss of registration revenues; and

WHEREAS, BVYA and SYSA have both distributed several thousand dollars' worth of registration credits for future seasons; and

WHEREAS, the future of league play and accompanying revenues in the fall, winter, and even spring 2021 seasons is unknown at this time; and

WHEREAS, the existing contract terms requires BVYA and SYSA to reimburse the City 30 % of water, sewer, and electric utility charges per month; and

WHEREAS, the City staff has determined that waiving the utility reimbursement requirements for the 2020 calendar year totaling approximately \$20,000, will help keep BVYA and SYSA solvent and continue to produce in-kind value to the City of Schertz which serves a public purpose.

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 waive the utility bill reimbursement requirements for the Buffalo Valley Youth Association (BVYA) and the Schertz Youth Soccer Alliance (SYSA) for the 2020 calendar year totaling approximately \$20,000.
- Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

- Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.
- Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 14th day of July, 2020.

CITY OF SCHERTZ, TEXAS

	Ralph Gutierrez, Mayor	
ATTEST:		
Brenda Dennis, City Secretary		
(CITY SEAL)		

EXHIBIT A

AMENDMENT WITH MALDONADO NURSERY AND LANDSCAPING

50234811.1 A-1

EXHIBIT B AMENDMENT WITH ACE CO.

50234811.1 A-2

CITY COUNCIL MEMORANDUM

City Council

July 14, 2020

Department: City Secretary

Subject:

Meeting:

Resolution No. 20-R-67 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas calling the November 3, 2020, City of Schertz Joint General Election with Comal County, Bexar County and Guadalupe

County and approving the Comal County Agreement/Memorandum of

Understanding, Bexar County Agreement/Memorandum of Understanding and

the Guadalupe County Election Contract. (B. Dennis/Council)

BACKGROUND

The attached Resolution calls the November 3, 2020 Joint and Schertz General Election to elect Councilmembers in Places 3, 4 and 5, for a three-year term to begin November 2020 and ending November 2023.

The City Secretary's office took the lead to begin working with the different entities about the future of election in our jurisdictions, many of which are in more than one County. Discussions have revolved around these entities to sign agreements each with Comal, Bexar, and Guadalupe counties for their respective elections. By holding elections this way, many benefits are realized:

- Entities will divide the costs proportionately thereby creating a savings to each entity
- Utilize common Early Voting and Election Day poll locations/Vote Centers (Comal/Guadalupe)
- Utilize common voting equipment
- Utilize common voting clerks (Comal/Guadalupe)
- Reduce Voter confusion and difficulty by opening up several locations in our three counties during early voting and during election day
- Utilization of Vote Centers for Comal, Bexar and Guadalupe County on election day.

On election night, the City Secretary will take the unofficial results from the counties and tally the results for posting at City Hall on their outside bulletin board and on the City website.

Action on this item will authorize staff to finalize agreements with all three counties and their respective Election Administrators/County Clerk to conduct our City election, as well as finalize a Joint Elections Contracts with other entities. Due to COVID-19, the Counties have yet to finalize their early voting and election day locations. (A draft to the resolution (Exhibit A) is attached. The City Secretary, once she receives the final early voting and election day locations for the Counties will provide a written update to Council as well as post these locations on our website as well as outside on our city bulletin board.

The City Secretary has posted notice of filing for application for place on the November 3, 2020 Schertz General Election ballot information on the city's website, bulletin board, and in the Schertz magazine. The first day to file for place on the November 3, 2020 Schertz General Election ballot is Saturday, July 18, 2020, but since City Offices are closed the date moves to Monday, July 20, 2020, and the last day to file for place on the November 3, 2020, Schertz General Election ballot is Monday, August 17, 2020, by 5:00 p.m. Candidate packets are available on line and it is encouraged that those interested view the information, the packet can also be obtained in the City Secretary's office, 1400 Schertz Parkway, Building #2.

Comal County, Bexar County, and Guadalupe County will meet with their Commissioners court to approve their early voting locations and election day vote center locations. All Counties will be utilizing Vote Center Locations on election day. This means that any Comal County, Bexar County, or Guadalupe County registered voter can vote at any of their County Election Day Locations, regardless of the precinct in which they reside.

GOAL

To successfully call the November 3, 2020, Schertz General Election and execute appropriate documents with the County Clerk of Comal County and the Election Administrators of Bexar and Guadalupe Counties to conduct our election.

COMMUNITY BENEFIT

To hold joint elections with the various entities for the November 3, 2020, Schertz General and Joint Elections and other Special Elections with the Comal County Clerk, the Election Administrators of Bexar and Guadalupe Counties thus utilizing several common early voting and election day vote centers for all our registered voters. This will also save the tax payers money as the different entities also holding elections during this time will share costs.

SUMMARY OF RECOMMENDED ACTION

It is recommended Council approve Resolution No. 20-R-67 calling the November 3, 2020, City of Schertz Joint General Election and approving contracts with the Comal County Clerk and the Elections Administrators of Guadalupe and Bexar County to conduct the election and approving joint election agreements.

FISCAL IMPACT

Estimated Costs are:

\$ 3,000 to \$3,500 Bexar County \$ 3,000 Comal County \$28,490 for Guadalupe County *Total \$34,990

Estimated cost for publication of election notice both in English and Spanish is \$6,000 - (last years cost was \$5,714.75). Total estimated cost \$40,990 for the election.

RECOMMENDATION

It is recommended Council approve Resolution No. 20-R-67 calling the November 3, 2020, City of Schertz Joint General Election and approving contracts with the Comal County Clerk and the Elections Administrators of Guadalupe and Bexar County to conduct the election and approving joint election agreements.

Attachments

Resolution
Exhibit A to resolution

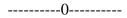
Election Contracts Election estimates

NOTICE OF ELECTION

THE STATE OF TEXAS	§
	§
COUNTIES OF GUADALUPE, COMAL	§
AND BEXAR	§
	§
CITY OF SCHERTZ	
	0

TO THE RESIDENT, QUALIFIED VOTERS OF THE

CITY OF SCHERTZ, TEXAS



TAKE NOTICE that an election will be held in the City of Schertz, Texas on November 3, 2020, in obedience to a Resolution duly entered by the City Council of the City on July 14, 2020, which Resolution reads substantially as follows:

RESOLUTION NO. 20-R-67

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, CALLING AN ELECTION TO BE HELD ON NOVEMBER 3, 2020 FOR THE PURPOSE OF ELECTING COUNCILMEMBERS FOR PLACE 3, PLACE 4 AND PLACE 5 FOR A THREE YEAR TERM AND MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; AUTHORIZING CONTRACTS WITH THE COUNTY CLERK OF COMAL COUNTY AND THE ELECTIONS ADMINISTRATORS OF BEXAR AND GUADALUPE COUNTIES TO CONDUCT THIS ELECTION; AUTHORIZING THE ELECTION TO BE HELD AS A JOINT ELECTION; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION; AND DECLARING AN EFFECTIVE DATE

WHEREAS, pursuant to Section 9.01(a) of the Home Rule Charter (the "<u>Charter</u>") of the City of Schertz, Texas (the "<u>City</u>"), the regular City election shall be held annually on the uniform election date in November, or at such other times as may be authorized or specified by State Law, at which time officers will be elected to fill those offices which become vacant that year; and

WHEREAS the terms of the offices of Councilmembers for Places 3, Place 4, and Place 5 ends in November 2020 and those offices will become vacant at that time. Therefore, the City is required to conduct an election in November 2020, to fill these vacancies; and

WHEREAS, the City will hold its election jointly in the counties of Comal, Bexar, and Guadalupe with the Schertz-Cibolo-Universal City Independent School District (the "District"), the City of Cibolo, Cibolo Creek Municipal Authority, and other entities pursuant to a joint election agreement between said entities as authorized by Section 271.002 of the Texas Election Code, as amended (the "Code"). WHEREAS, the City Council of the City (the "Council") hereby finds and determines that holding a Joint General Election on November 3, 2020, which is the uniform election date in November prescribed under the Texas Election Code, for the purpose of electing Councilmembers for Place 3, Place 4, and Place 5 is in accordance with the provisions of the City's Charter and is in the best interest of the citizens of the City; and

WHEREAS, the Council hereby finds and determines that a Joint General Election should be held in the City on November 3, 2020, for the purpose of electing the Councilmembers for Place 3, Place 4, and Place 5 for a three-year term; and

WHEREAS the City will contract with the Comal County Clerk and the Election Administrators for Bexar and Guadalupe County Elections (collectively, the "<u>Elections Administrators</u>") to conduct this election; and

WHEREAS, the City Secretary shall publish, and post notice of this election as required by applicable law.

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

<u>Section 1.</u> An election shall be held on November 3, 2020 in and throughout the City, for the purpose of electing the Councilmembers for Place 3, Place 4, and Place 5, which places are currently held by (i) Councilmember Scott Larson – Place 3, (ii) Councilmember Michael Dahle – Place 4, and (iii) Councilmember David Scagliola – Place 5, for a three-year term to expire November 2023.

<u>Section 2.</u> The City will hold a Joint General election with the Schertz-Cibolo-Universal City Independent School District (the "District"), the City of Cibolo, and other entities, as provided pursuant to the provisions of a joint election agreements between Comal County, Bexar County, and Guadalupe County and the City of Schertz, adopted in accordance with the provisions of Section 271.002 of the Texas Election Code, as amended (the "Code").

Section 3. At said election, the candidate receiving the most votes for Councilmember for Place 3, Place 4, and Place 5, respectively, shall be declared elected for a term to expire in November 2023. Any candidate desiring to have his or her name on the Official Ballot for said General election shall, no sooner than July 20, 2020, and no later than August 17, 2020, file with the City Secretary an application in writing in the form prescribed by the Texas Election Code requesting that his or her name be placed on the Official Ballot and declaring as a candidate for Councilmember for either Place 3, Place 4, or for Place 5.

Any person failing to file said written application for candidacy by the time aforesaid shall not be entitled to have his or her name printed on the Official Ballot. The name of all eligible candidates whose applications have been duly and timely filed shall be placed on the ballot pursuant to a drawing as provided by law.

Section 4. Pursuant to Section 61.012, Texas Election Code, as amended, the City shall provide at least one accessible voting system in each polling place used in the election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Touch screen machines may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail. The County Clerk of Comal County and the Bexar and Guadalupe County Elections Administrators shall also utilize a Central Counting Station (the "Station") as provided by Section 127.001, et seq., Texas Election Code, as amended. Comal County Clerk Bobbie Koepp, Bexar County Election Administrator Jacque Callanen, and Guadalupe County Election Administrator Lisa Hayes will serve as the Managers and Presiding Judges of the Stations, will appoint the Election Judges and Station Clerks for each Station location and will establish a written plan for the orderly operation of the Station locations in accordance with the provisions of the Texas Election Code. The County Clerk and the Elections Administrators will appoint the Tabulation Supervisors which will also serve as the Programmers for the Stations.

Lastly, the County Clerk and the Elections Administrators will publish notice and conduct testing on the automatic tabulation equipment relating to the Stations and conduct instruction for the officials and clerks for the Stations in accordance with the provisions of the Texas Election Code.

Section 5. The City election early voting locations established for this election shall be named on **Exhibit A** attached hereto. A list of the City election precincts/vote centers and the polling places designated for each such election precinct are identified on **Exhibit A** to this Resolution, and this exhibit is incorporated by reference for all purposes. At least 63 days prior to the scheduled election date, the Council, in coordination with the County Clerk and Elections Administrators, will identify and formally approve the appointment of the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for this election.

Each Presiding Judge shall appoint not less than two (2) resident qualified voters of the County to act as clerks to properly conduct the election. However, if the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. The appointment of such clerks may include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election. In the absence of the Presiding Judge named above, the Alternate Presiding Judge shall perform the duties of the Presiding Judge.

The election shall be held at the precincts and vote center locations listed on **Exhibit A** on Tuesday, November 3, 2020, as prescribed by applicable law, and, on the day of the election, the polls shall be open from 7:00 a.m. to 7:00 p.m.

The Comal County Clerk's Office, 396 N. Seguin Avenue County office, the Bexar County Elections Office, 1103 S. Frio, Suite 100 San Antonio, Texas 78207, and the Guadalupe County Elections Office, 1101 Elbel Road, Schertz, Texas 78154, are hereby designated as the main early voting places at which early voting shall be conducted for those living respectively in Bexar, Comal, and Guadalupe Counties. Bobbie Koepp, Comal County Clerk (whose mailing address is 396 N. Seguin Avenue, New Braunfels, Texas 78130, Jacquelyn Callanen, the Elections Administrator of Bexar County (whose mailing address is 1103 S. Frio, Suite 100 San Antonio, Texas 78207), and Lisa Hayes, the Elections Administrator of Guadalupe County (whose mailing address is 215 S. Milam Street Seguin, Texas 78155 or PO Box 1346, Seguin Texas 78156-1346) are hereby appointed as the Early Voting Clerks to conduct such early voting in the election in accordance with the provisions of the Texas Election Code. Each Early Voting Clerk shall appoint not less than two (2) Deputy Early Voting Clerks in accordance with the provisions of the Texas Election Code.

Early voting shall be conducted from Monday, October 19, 2020, through Friday, October 30, 2020, with some exceptions of certain Saturdays, Sundays, and official State holidays. The locations and hours for the early voting are attached to this Resolution on **Exhibit A**.

Applications for ballots by mail must be received by the Early Voting Clerks of the appropriate Counties not later than the close of business on Friday, October 23, 2020.

An Early Voting Ballot Board for each County is hereby established for the purpose of processing early voting results. Bobbie Koepp Comal County Clerk, Jacquelyn Callanen, Elections Administrator of Bexar County, and Lisa Hayes, Elections Administrator of Guadalupe County will appoint the Presiding Judges of the applicable Early Voting Ballot Board. Each Presiding Judge shall appoint not less than two (2) nor more than ten (10) resident qualified voters of the applicable County to serve as members of the applicable Early Voting Ballot Board.

<u>Section 6.</u> The anticipated fiscal impact of conducting the election is currently estimated to be \$40,990.00.

Section 7. All resident qualified voters of the City shall be permitted to vote at any of the early voting locations designated in Comal, Bexar or Guadalupe County. On Election Day, such voters shall vote at any polling place/vote centers located in their designated election county (Comal, Bexar and Guadalupe). The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and as may be required by any other law. All election materials and proceedings shall be printed in both English and Spanish.

Section 8. A substantial copy of this Resolution shall serve as a proper notice of the election. This notice, including a Spanish translation thereof, shall be posted at the City Hall not less than twenty-one (21) days prior to the date the election is to be held, and be published in a newspaper of general circulation in the City, (a) not more than thirty (30) days, and not less than ten (10) days prior to the day of the election.

<u>Section 9.</u> The Council authorizes the City Manager, or his/her designee, to negotiate and enter into one or more joint election agreements with other governmental organizations in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee.

<u>Section 10.</u> The Council authorizes the City Manager, or his/her designee, to negotiate and enter into contracts with the County Clerk and Elections Administrators to conduct the election in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee.

<u>Section 11.</u> 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 Council.

<u>Section 12.</u> All ordinances and 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 ordered herein.

<u>Section 13.</u> This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 14. 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 this Council hereby declares that this Resolution would have been enacted without such invalid provision. The Council hereby authorizes the Mayor and the City Secretary of the City to make such technical modifications to this Resolution that are necessary for compliance with applicable Texas or federal law or to carry out the intent of this Council, as evidenced herein.

Section 15. 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.

<u>Section 16.</u> This Resolution shall be in force and effect from and after its final passage and any publication required by law.

* * * *

PASSED, APPROVED, AND ADOPTED on this 14th day of July 2020.

	Ralph Gutierrez, Mayor
ATTEST:	
Brenda Dennis TRMC, MMC, CPM, City Secre	tary
(SEAL OF CITY)	

NOTICE OF GENERAL ELECTION

To the registered voters of the City of Schertz: Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 3, 2020, for voting in the general election to elect Councilmembers for Place 3, Place 4 and Place 5.

Locations of Early Voting Polling Places: Early voting by personal appearance will be conducted as listed below:

Applications for ballot by mail shall be mailed to: Comal County Early Voting Clerk, Bobbie Koepp, 396 N. Seguin Ave., New Braunfels, Texas 78130; Guadalupe County Early Voting Clerk, Lisa Hayes, P.O. Box 1346, Seguin, Texas 78156-1346; Bexar County Early Voting Clerk, Jacque Callanen, 1103 S. Frio, Ste. 100, San Antonio, Texas 78207-9950. Applications for ballots by mail must be received no later than the close of business on October 23, 2020.

AVISO DE ELECCIÓN GENERAL

A los votantes registrados de la Ciudad de Schertz: Se hace saber que las casillas electorales citadas abajo se abrirán desde las 7:00 am a 7:00 pm 3 de noviembre de 2020, para votar en las elecciones generales para elegir a los Miembros del Consejo para el lugar 3, para el lugar 4 y para el lugar 5.

La aplicación para votar en ausencia por correo deberán enviarse a: Secretaria de Votación Adelantada para el Condado de Comal, Bobie Koepp, 396 N. Seguin Ave., New Braunfels, Texas 78130; Secretaria de Votación Adelanta para el Condado de Guadalupe, Lisa Hayes, P.O. Box 1346, Seguin, Texas 78156-1346; Secretaria de Votación Adelanta para el Condado de Bexar, Jacque Callanen, 1103 S. Frio, Ste. 100, San Antonio, Texas 78207-9950. Aplicaciones para votar en ausencia por correo deberán recibirse, no simplemente sellada por el correo, en la oficina, no mas tardado del fin de las horas de negocio el Viernes, 23 de Octubre del 2020.)

GENERAL ELECTION (ELECCION GENERAL)

<u>Early Voting Dates and Hours</u> (<u>Fechas y Horarios de Votación Anticipada</u>)

Main Early Voting Polling Location (Lugar Principal de Votación Anticipada) SEGUIN ELECTIONS OFFICE 215 S. Milom St. Seguin TV 78155

215 S. Milam St., Seguin, TX 78155

Emergency and Limited ballots available only at the main location. (Boletas limitadas y de emergencia solamente están disponibles en este lugar.)

<u>Locations of Branch Early Voting Polling Locations</u> (<u>Lugar de las Sucursales de Votación para la Votación Anticipada</u>)

CIBOLO FIRE STATION #2

CENTRAL TEXAS TECHNOLOGY CENTER
GRACE CHURCH

3864 Cibolo Valley Dr., Cibolo, TX 78108
2189 FM 758, Room 118, New Braunfels, TX 78130
3240 FM 725,New Braunfels, TX 78130

NEW BERLIN CITY HALL 9
SCHERTZ ELECTIONS OFFICE ANNEX 1
SEGUIN ISD ADMINISTRATION BLDG 1

SELMA CITY HALL

9180 FM 775, New Berlin, TX 1101 Elbel Road, Schertz, TX 78154 1221 E. Kingsbury St., Seguin, TX 9375 Corporate Drive, Selma, TX

Applications for Ballot by Mail shall be mailed to: (Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:) Lisa Hayes, Elections Administrator, P. O. Box 1346, Seguin, TX 78156-1346. Applications for Ballots by Mail must be received no later than the close of business on October 23, 2020. (Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 23 de Octubre 2020.

Early Voting Clerk: Lisa Hayes
Early Voting Clerk's address: P.O. Box 1346

Seguin, Texas 78156-1346

830-303-6363

COMAL COUNTY, TEXAS

(el Condado de Comal, Texas)

2020 GENERAL AND CITY OF SCHERTZ GENERAL ELECTION

(ELECCIÓN GENERAL 2020 Y CIUDAD DE SCHERTZ GENERAL)

November 3, 2020 (3 de noviembre de 2020)

Location, Dates, and Hours of Main Early Voting Polling Location
(Lugar, Fechas y Horas de los Centros Principales de Votación para la Votación Anticipada)

**MAIN LOCATION: Comal County Elections Office

(los Centros Principales) 396 N. Seguin Ave.

New Braunfels, TX 78130

DATES and HOURS: October 19-23, 2020 –8 a.m. to 5 p.m.

(Fechas y Horas) (19-23 de octubre de 2020 – 8 a.m. to 5 p.m.)

October 24, 2020 – 7 a.m. to 7 p.m. (24 de octubre de 2020 – 7.a.m. to 7 p.m.) October 25, 2020 – 1 p.m. to 5 p.m. (25 de octubre de 2020 – 1 p.m. to 5 p.m.) October 26-30 2020 – 7 a.m. to 7 p.m. (26-30 de octubre de 2020 – 7 a.m. to 7 p.m.)

Location, Dates, and Hours of Temporary Branch Early Voting Polling Locations (Lugar, Fechas y Horas de las Sucursales de los Centros Temporal de Votación para la Votación Anticipada)

Bulverde/Spring Branch Library 131 Bulverde Crossing Bulverde Texas 78163 October 19-23, 2020 -8 a.m. to 5 p.m.

(19-23 de octubre de 2020 – 8 a.m. to 5 p.m.)

October 24, 2020 – 7 a.m. to 7 p.m. (24 de octubre de 2020 – 7.a.m. to 7 p.m.) October 25, 2020 – 1 p.m. to 5 p.m. (25 de octubre de 2020 – 1 p.m. to 5 p.m.) October 26-30, 2020 – 7 a.m. to 7 p.m.

(26-30 de octubre y 2020 – 7 a.m. to 7 p.m.)

Comal County Offices -Goodwin Annex 1297 Church Hill Drive New Braunfels, Texas 78130

October 19-23, 2020 -8 a.m. to 5 p.m.

(19-23 de octubre de 2020 – 8 a.m. to 5 p.m.)

October 24, 2020 – 7 a.m. to 7 p.m.

(24 de octubre de 2020 – 7.a.m. to 7 p.m.)

October 25, 2020 – 1 p.m. to 5 p.m. (25 de octubre de 2020 – 1 p.m. to 5 p.m.)

October 26-30, 2020 – 7 a.m. to 7 p.m. (26-30 de octubre y 2020 – 7 a.m. to 7 p.m.)

St. Francis by the Lake
Episcopal Church
121 Spring Mountain Dr.
Canyon Lake, Texas 78133

October 19-23, 2020 -8 a.m. to 5 p.m.

(19-23 de octubre de 2020 – 8 a.m. to 5 p.m.)

October 24, 2020 – 7 a.m. to 7 p.m.

(24 de octubre de 2020 – 7.a.m. to 7 p.m.)

October 25, 2020 – 1 p.m. to 5 p.m. (25 de octubre de 2020 – 1 p.m. to 5 p.m.)

October 26-30 – 7 a.m. to 7 p.m.

(26-30 de octubre y 2020 – 7 a.m. to 7 p.m.)

Comal County Offices -Bulverde Annex 30470 Cougar Bend Bulverde, Texas 78163 October 19-23, 2020 -8 a.m. to 5 p.m.

(19-23 de octubre de 2020 – 8 a.m. to 5 p.m.)

October 24, 2020 – 7 a.m. to 7 p.m.

(24 de octubre de 2020 – 7.a.m. to 7 p.m.)

October 25, 2020 – 1 p.m. to 5 p.m. (25 de octubre de 2020 – 4-1 p.m. to 5 p.m.)

October 26-30 – 7 a.m. to 7 p.m.

(26-30 de octubre y 2020 – 7 a.m. to 7 p.m.)

Garden Ridge City Hall 9400 Municipal Parkway Dates and Times unknown at this time

^{**}Emergency and Limited ballots available at this location only. (Boletas limitadas y de emergencia solamente están disponibles en esta caseta.)

subject to change (sujeto a cambio)

Applications for Ballot by Mail shall be mailed to: (Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:) Bobbie Koepp, Early Voting Clerk, 396 N. Seguin Ave., New Braunfels, Texas 78130.

Applications for Ballots by Mail must be received no later than the close of business on October, 23, 2020. (Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 23 de octubre, 2020).

Early Voting Locations for Bexar County:

(Lugares de votación temprana para el Condado de Bexar:)

JOINT GENERAL, SPECIAL, CHARTER AND BOND ELECTION ELECCION GENERAL, ESPECIAL, CARTA Y BONOS CONJUNTO NOVEMBER 3, 2020 3 de noviembre de 2020

THE HOURS OF EARLY VOTING WILL BE: (LAS HORAS Y FECHAS DE VOTACIÓN ADELANTADA SERAN:)

Mon., Oct. 19 thru Fri., Oct. 23	8:00 a.m. to 6:00 p.m.
Lunes 19 de octubre de 2020 hasta el viern	es 23 de octubre de 2020 8:00 a.m. to 6:00 p.m.
Sat., Oct. 24, 2020	8:00 a.m. to 8:00 p.m.
Sabado 24 de octubre de 2020	8:00 a.m. to 8:00 p.m.
Sun., Oct. 25, 2020	12:00 noon – 6:00 p.m.
Domingo 25 de octubre de 2020	12:00 noon – 6:00 p.m.
Mon., Oct. 26 thru Fri., Oct. 30	8:00 a.m. to 8:00 p.m.
Lunes 26 de octubre de 2020 hasta el viern	es 30 de octubre de 2020 8:00 a.m. to 8:00 p.m.

October 19, 2020 - October 30, 2020

SUN	MON	TUES	WED	THURS	FRI	SAT
18	19	20	21	22 *****	23	24 ***** ****
25	26	27	28	29	30	31
1	2	3 ELECTION DAY				

Legend: ******* Indicates dates open for early voting

In addition to the main early polling place, early voting will be conducted at the following locations: (Ademas de la localidad principal, votacion adelantada se llevara a cabo en las siguiente localidades:)

BEXAR COUNTY JUSTICE CENTER	300 Dolorosa
BROOKHOLLOW LIBRARY	530 Heimer Road
CASTLE HILLS CITY HALL (COMMUNITY ROOM)	209 Lemonwood Dr.
CLAUDE BLACK CENTER	2805 East Commerce
CODY LIBRARY	11441 Vance Jackson
CONVERSE CITY HALL	405 S. Seguin Rd
COPERNICUS COMMUNITY CENTER	5003 Lord Rd.
EAST CENTRAL ISD ADMIN BUILDING	6634 New Sulphur Springs Road
ENCINO PARK LIBRARY	2515 East Evans Rd
FAIR OAKS RANCH CITY HALL (COUNCIL CHAMBERS	S)7286 Dietz Elkhorn

GREAT NORTHWEST LIBRARY	9050 Wellwood
HENRY A GUERRA IR LIBRARY	7978 W Military Drive
JOHN IGO LIBRARY	13330 Kyle Seale Parkway
JOHNSTON LIBRARY	6307 Sun Valley Drive
JULIA YATES SEMMES LIBRARY @ Comanche Lookout Park.	15060 Judson Road
LAS PALMAS LIBRARYLEON VALLEY CONFERENCE CENTER	515 Castroville Road
LEON VALLEY CONFERENCE CENTER	6421 Evers Rd
LION'S FIELD	2809 Broadway
MAURY MAVERICK, JR. LIBRARY	
MCCRELESS LIBRARY	1023 Ada Street
MEMORIAL LIBRARY	3222 Culebra
MISSION LIBRARY	
NORTHSIDE ACTIVITY CENTER	7001 Culebra
NORTHWEST VISTA COLLEGE	3535 N. Ellison Dr.
OLMOS CITY HALL	
PALO ALTO COLLEGE	
PARMAN LIBRARY@Stone Oak	20735 Wilderness Oak
PRECINCT 1 SATELLITE OFFICE	3505 Pleasanton Rd.
SAN ANTONIO COMMUNITY COLLEGE (Victory Center	1802 N. Main
SCHAEFER LIBRARY	6322 US Hwy 87 E
SHAVANO PARK CITY HALL (COUNCIL CHAMB)	900 Saddletree Ct
SOMERSET CITY HALL SOUTHSIDE ISD ADMIN BLDG (BOARD ROOM)	, Somerset
SOUTHSIDE ISD ADMIN BLDG (BOARD ROOM)	1460 Martinez-Losoya
SOUTH PARK MALL	
SOUTH SAN ANTONIO ISD ADMIN BLDG	5622 Ray Ellison
SOUTHWEST ISD ADMIN BLDG	11914 Dragon Lane
THOUSAND OAKS/EL SENDERO LIBRARY	4618 Thousand Oaks
TOBIN LIBRARY @OAKWELL	4134 Harry Wurzbach
TOBIN LIBRARY @OAKWELLUNIVERSAL CITY LIBRARY	100 Northview Dr.
UTSA (Bexar Room)	1 UTSA Circle
WINDCREST TAKAS PARK CIVIC CENTER	9310 Jim Seal Dr.
WONDERLAND MALL OF THE AMERICAS @ CROSSROADS	4522 Fredericksburg

Bexar County Justice Center closes at 6:00 p.m. Also Closed Saturday and Sunday

subject to change (sujeto a cambio)

For more information contact the office of the Bexar County Elections Administrator, Jacquelyn F. Callanen, at (210) 335-VOTE (8683)

(Para mas informacion comuniquese con oficina del Condado de Bexar Administrador de Elecciones, Jacquelyn F. Callanen, al telefono (210) 335-VOTE (8683))

GUADALUPE COUNTY

Election Day Polling Locations Polls Open from 7:00 a.m. to 7:00 p.m.

(Lugares de votación en el Dia de las elecciones Encuestas Abiertas de 7:00 a.m. a 7:00 p.m.)

Guadalupe County Election Day Vote Centers - City of Schertz:

(Centros de Voto del Día de la Elección del Condado de Guadalupe - Ciudad de Schertz:)

Any Guadalupe County registered voter can vote at any Guadalupe County Election Day Location, regardless of the precinct in which they reside.

(Votantes registrados del Condado de Guadalupe pueden votar en CUALQIERA de las ubicaciones el dia de eleccion. Ya no es necesario votar en el precinto donde vive)

VC #1	McQueeney Lions Club, 3211 FM 78, McQueeney
VC #2	Vogel Elementary School, 16121 FM 725, Seguin
VC #3	Remarkable Healthcare, 1339 Eastwood Dr., Seguin
VC #4	Forest Hills Baptist Church, 8251 FM 1117, Seguin
VC #5	Justice of the Peace Court, Pct. 1, 2405 E. US Hwy 90, Seguin
VC #6	Kingsbury United Methodist Church, 7035 FM 2438, Kingsbury
VC #7	Staples Baptist Church, 10020 FM 621, Staples
VC #8	Maranatha Fellowship Hall, 2356 S. Hwy. 80, Luling
VC #9	TLU Alumni Student Center, Conference Rooms A/B, 1109 University St., Seguin (previously
	Jackson Park Student Activity Center @ TLU)
VC #10	Grace Memorial Church, 3240 FM 725, New Braunfels
VC #11	McQueeney VFW Post 9213, 275 Gallagher, McQueeney
VC #12	Columbus Club of Seguin, 1015 S. Austin Street, Seguin
VC #13	Our Lady of Guadalupe Church Annex, 730 N. Guadalupe St. Seguin
VC #14	Westside Baptist Church, 1208 N. Vaughan St., Seguin
VC #15	American Legion Hall, 618 E. Kingsbury, Seguin
VC #16	Geronimo Community Center, 280 Navarro Dr, Geronimo
VC #17	St. Joseph's Mission, 5093 Redwood Rd., San Marcos
VC #18	The Silver Center, 510 E. Court St., Seguin
VC #19	Central Texas Technology Center, Room 118 Conf. Room, 2189 FM 758, New Braunfels
VC #20	The Cross Church, 814 N. Bauer, Seguin (previously the Seguin-Guadalupe County Former Library)
VC #21	Santa Clara City Hall, 1653 N. Santa Clara Rd., Santa Clara
VC #22	Marion Dolford Learning Center, 200 W. Schlather Lane, Cibolo
VC #23	Schertz Elections Office, 1101 Elbel Rd., Schertz
VC #24	Schertz United Methodist Church, 3460 Roy Richard Dr., Schertz
VC #25	Selma City Hall, 9375 Corporate Dr., Selma
VC #26	Crosspoint Fellowship Church, 2600 Roy Richard Drive, Schertz
VC #27	Immaculate Conception Catholic Church, 212 N. Barnett St., Marion
VC #28	Schertz Community Center, 1400 Schertz Parkway, Schertz
VC #29	Mikulski Hall, 509 Schertz Pkwy., Schertz
VC #30	Schertz Community Center North, 3501 Morning Dr., Cibolo
VC #31	St. John's Lutheran Church, 606 S. Center St., Marion
VC #32	New Berlin City Hall, 9180 FM 775, New Berlin
VC #33	Klein Road Elementary School, 2620 W. Klein Road, New Braunfels
VC #34	Cibolo Fire Station #2, 3864 Cibolo Valley Drive, Cibolo (previously Elaine Schlather Elementary School)

Subject to change (sujeto a cambio)

(Lugares de votación in el dia de Elecciones - Condado de Bexar Encuestas Abiertas de 7:00 a.m. a 7:00 p.m.)

Bexar County will be using Vote Centers for the November 3, 2020 General, Special and Bond Elections

(El condado de Bexar utilizará los Centros de votación para las elecciones generales, especiales y de bonos del 3 de noviembre de 2020)

Any Bexar County registered voter can vote at any Bexar County Election Day Location, regardless of the precinct in which they reside.

(Votantes registrados del Condado de Bexar pueden votar en CUALQIERA de las ubicaciones el dia de eleccion. Ya no es necesario votar en el precinto donde vives)

	*Location	Address	City State	Zip
VC 1	San Antonio Housing Authority	818 S. Flores	San Antonio, TX	78204
VC 2	St. Leo Catholic Church (Hall)	4423 S. Flores	San Antonio, TX	78214
VC 3	Burbank High School	1002 Edwards St.	San Antonio, TX	78204
VC 4	St. James Catholic Church	907 W. Theo Ave.	San Antonio, TX	78225
VC 5	Graebner Elementary School	530 Hoover Ave.	San Antonio, TX	78225
VC 6	John Glenn Elementary School	2385 Horal Dr.	San Antonio, TX	78227
VC 7	Adams Elementary School	135 E. Southcross	San Antonio, TX	78214
VC 8	Mission Library	3134 Roosevelt Ave	San Antonio, TX	78214
VC 9	Wright Elementary School	115 E. Huff Ave.	San Antonio, TX	78214
VC 10	Rayburn Elementary School	635 Rayburn Dr.	San Antonio, TX	78221
VC 11	Collier Elementary School	834 W. Southcross	San Antonio, TX	78211
VC 12	Pease Middle School	201 Hunt Ln.	San Antonio, TX	78245
VC 13	Dwight Middle School	2454 W. Southcross	San Antonio, TX	78211
VC 14	Brentwood Middle School	1626 W. Thompson Pl.	San Antonio, TX	78226
VC 15	Gardendale Elementary School	1731 Dahlgreen Ave.	San Antonio, TX	78237
VC 16	Ralph Langley Elementary School	14185 Bella Vista	San Antonio, TX	78253
VC 17	Johnston Library	6307 Sun Valley Dr.	San Antonio, TX	78227
VC 18	Frank Madla Elementary School	6100 Royalgate Dr.	San Antonio, TX	78242
VC 19	Five Palms Elementary School	7138 Five Palms Dr.	San Antonio, TX	78242
VC 20	Divine Providance	5667 Old Pearsall Rd	San Antonio, TX	78242
VC 21	Miguel Carrillo, Jr. Elementary School	500 Price Ave.	San Antonio, TX	78211
VC 22	Palo Alto Elementary School	1725 Palo Alto Rd	San Antonio, TX	78211
VC 23	South San Antonio High School	7535 Barlite Blvd.	San Antonio, TX	78224
VC 24	Ramirez Community Center	1011 Gillette Blvd.	San Antonio, TX	78224
VC 25	South Park Mail	2310 SW Military Dr.	San Antonio, TX	78224
VC 26	Vestal Elementary School	1111 W. Vestal Pl.	San Antonio, TX	78221
VC 27	Gillette Elementary School	625 Gillette Blvd.	San Antonio, TX	78221
VC 28	Precinct 1 Satellite Office	3505 Pleasanton Rd.	San Antonio, TX	78221
VC 29	Kingsborough Middle School	422 Ashley Rd.	San Antonio, TX	78221
VC 30	Virginia Myers Elementary School	3031 Village Pkwy	San Antonio, TX	78251
VC 31	City of Sandy Oaks Municipal Building	4451 Hickory Haven	Elmendorf, TX	78112
VC 32	Mission Del Lago Community Center	2301 Del Lago Pkwy	San Antonio, TX	78221
VC 33	Texas A&M San Antoino	One University Way	San Antonio, TX	78224
VC 34	Bob Hope Elementary School	3022 Reforma Dr.	San Antonio, TX	78211
VC 25	Somerset ISD Central Office High School or	7701 6:1 9:	C TV	79060
VC 35	City Hall	7791 6th St.	Somerset, TX	78069
VC 36	Southwest ISD Admin Building	11914 Dragon Ln. 9627 Adams Hill Dr.	San Antonio, TX	78252
VC 37	Adams Hill Elementary School	100 N Grosenbacher	San Antonio, TX	78245
VC 38	Ott Elementary School		San Antonio, TX	78253
VC 39 VC 40	Alan Shepard Middle School Lowell Middle School	5558 Ray Ellison Blvd.	San Antonio, TX	78242
VC 40 VC 41		919 Thompson Pl.	San Antonio, TX	78226 78251
	Dr. Winn Murnin Elementary School	9019 Dugas	San Antonio, TX	78251
VC 42	Hatchett Elementary School	10700 Ingram Rd.	San Antonio, TX	78245 78245
VC 43	Blue Skies of Texas West	5100 John D. Ryan Blvd.	San Antonio, TX	78245
VC 44	Big Country Elementary School	2250 Pue Rd.	San Antonio, TX	78245
VC 45 VC 46	Lewis Elementary School	1000 Seascape 7320 Remuda St.	San Antonio, TX	78251
	Mary Hull Elementary School		San Antonio, TX	78227
VC 47 VC 48	Westwood Terrace Elementary School	2315 Hackamore Lane	San Antonio, TX	78227
VC 48 VC 49	Meadow Village Elementary School Henry A Guerra, Jr. Library	1406 Meadow Way Dr. 7978 Military Drive W	San Antonio, TX San Antonio, TX	78227 78227
V C 49	nomy A Guerra, Jr. Library	1710 Williary Dilve W	San Antonio, 1A	10441

VC 50	Perales Elementary School	1507 Ceralvo St.	San Antonio, TX	78237
VC 51	Mission Academy	9210 South Presa	San Antonio, TX	78223
VC 52	Spicewood Park Elementary School	11303 Tilson Dr.	San Antonio, TX	78224
VC 53	Vale Middle School	2120 N. Ellison Dr	San Antonio, TX	78251
VC 54	Northwest Vista College	3535 N. Ellison Dr.	San Antonio, TX	78251
VC 55	Evers Elementary School	1715 Richland Hills Dr.	San Antonio, TX	78251
VC 56	Ed Cody Elementary School	10403 Dugas Dr.	San Antonio, TX	78245
VC 57	Freedom Elementary School	3845 S Loop 1604 E	San Antonio, TX	78264
VC 58	Carlos Coon Elementary School	3110 Timber View Dr.	San Antonio, TX	78251
VC 59	Southside ISD Admin Bldg (Board Room)	1460 Martinez-Losoya Rd.	San Antonio, TX	78221
VC 60	Galm Elementary School	1454 Saxon Hill	San Antonio, TX	78253
VC 61	Bobbye Behlau Elementary School	2355 Camplight Way	San Antonio, TX	78245
VC 62	Raba Elementary School	9740 Raba	San Antonio, TX	78251
VC 63	Mary Michael Elementary School	3155 Quiet Plain	San Antonio, TX	78245
VC 64	Lieck Elementary School	12600 Reid Ranch	San Antonio, TX	78245
VC 65	Mireles Elementary School	12260 Rockwall Mill	San Antonio, TX	78253
VC 66	John Hoffmann Elementary School	12118 Volunteer Parkway	San Antonio, TX	78253
VC 67	Cole Elementary School	13185 Tillman Ridge	San Antonio, TX	78253
VC 68	Bexar County Elections	1103 S Frio 1514 W. Cesar E. Chavez	San Antonio, TX	78207
VC 69	Lanier High School	Blvd	San Antonio, TX	78207
VC 70	Margil Elementary School	1000 Perez St.	San Antonio, TX	78207
VC 71	Crockett Elementary School	2215 Morales St.	San Antonio, TX	78207
VC 72	Shepherd King Lutheran Church	303 W. Ramsey Rd.	San Antonio, TX	78216
VC 73	Las Palmas Library	515 Castroville Rd.	San Antonio, TX	78237
VC 74	Fenwick Elementary School	1930 Waverly Ave.	San Antonio, TX	78228
VC 75	Gus Garcia Middle School	3306 Ruiz St.	San Antonio, TX	78228
VC 76	Collins Garden Library	200 N. Park Blvd.	San Antonio, TX	78204
VC 77	Edgewood Gym	4133 Eldridge Ave.	San Antonio, TX	78237
VC 78	Wrenn Middle School	627 S. Acme Rd.	San Antonio, TX	78237
VC 79	Memorial Branch Library	3222 Culebra Rd.	San Antonio, TX	78228
VC 80	Huppertz Elementary School	247 Bangor St.	San Antonio, TX	78228
VC 81	Woodlawn Hills Elementary School	110 W. Quill Dr.	San Antonio, TX	78228
VC 82	Longfellow Middle School	1130 E. Sunshine Dr.	San Antonio, TX	78228
VC 83	Pat Neff Middle School	5227 Evers Rd.	San Antonio, TX	78228
VC 84	Joe Ward Recreation Center	435 E Sunshine Dr.	San Antonio, TX	78228
VC 85	Sarah King Elementary School	1001 Ceralvo St.	San Antonio, TX	78207
VC 86	Storm Elementary School	435 Brady Blvd	San Antonio, TX	78207
VC 87	Laurel Heights United Methodist Church	227 W. Woodlawn Ave.	San Antonio, TX	78212
VC 88	San Pedro Church of Christ	311 Jackson Keller Rd.	San Antonio, TX	78216
VC 89	Huisache Avenue Baptist Church	1339 W. Huisache Ave.	San Antonio, TX	78201
VC 90	Villarreal Elementary School	2902 White Tail Dr	San Antonio, TX	78228
VC 91	Esparza Elementary School	5700 Hemphill Dr.	San Antonio, TX	78228
VC 92	Stafford Elementary School	415 S.W. 36th St.	San Antonio, TX	78237
VC 93	Woodlawn Academy	1717 W. Magnolia Ave.	San Antonio, TX	78201
VC 94	Young Women's Leadership Academy	2123 W. Huisache Ave.	San Antonio, TX	78201
VC 95	Linton Elementary School	2103 Oakhill Rd.	San Antonio, TX	78238
VC 96	Northside Activity Center	7001 Culebra Rd.	San Antonio, TX	78238
VC 97	Powell Elementary School	6003 Thunder Dr.	San Antonio, TX	78238
VC 98	Bexar County Justice Center	300 Dolorosa	San Antonio, TX	78205
VC 99	Edison High School	701 Santa Monica Dr.	San Antonio, TX	78212
VC 100	Kenwood Community Center	305 Dora St.	San Antonio, TX	78212
VC 101	Alamo Stadium Convocation Center	110 Tuleta Dr.	San Antonio, TX	78212
VC 102	Westminster Square	1838 Basse Rd.	San Antonio, TX	78213
VC 103	Whittier Middle School	2101 Edison Dr.	San Antonio, TX	78201
VC 104	Maverick Elementary School	107 Raleigh Pl.	San Antonio, TX	78201
VC 105	Leon Valley City Hall	6400 El Verde Rd.	Leon Valley, TX	78238
VC 106	San Antonio M.U.D #1	16450 Wildlake	Helotes, TX	78023
VC 107	Dellview Elementary School	7235 Dewhurst Rd.	San Antonio, TX	78213
VC 108	Ward Elementary School	8400 Cavern Hill	San Antonio, TX	78254
VC 109	Great Northwest Library	9050 Wellwood	San Antonio, TX	78250
VC 110	Community Alliance Traffic Safety (CATS)	7719 Pipers Lane	San Antonio, TX	78251
VC 111	Barkley-Ruiz Elementary School	1111 S. Navidad St.	San Antonio, TX	78207
VC 111	Brauchle Elementary School	8555 Bowens Crossing	San Antonio, TX	78250
VC 112	West Avenue Elementary School	3915 West Ave.	San Antonio, TX	78213
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VC 114	Nichols Elementary School	9560 Braun Rd.	San Antonio, TX	78254
VC 115	Jimmy Elrod Elementary School	8885 Heath Circle Dr.	San Antonio, TX	78250
VC 116	Knowlton Elementary School	9500 Timber Path	San Antonio, TX	78250
VC 117	Olmos Elementary School	1103 Allena Dr.	San Antonio, TX	78213
VC 118	Jefferson High School	723 Donaldson Ave.	San Antonio, TX	78201
VC 119	Maury Maverick, Jr. Library	8700 Mystic Park	San Antonio, TX	78254
VC 120	Westfall Branch Library	6111 Rosedale Ct.	San Antonio, TX	78201
VC 121	Carson Elementary School	8151 Old Tezel Rd.	San Antonio, TX	78250
VC 122	Timberhill Villa Retirement Center	5050 Timberhill	San Antonio, TX	78238
VC 123	Trinity United Methodist Church	6800 Wurzbach Rd.	San Antonio, TX	78240
VC 124	Burke Elementary School	10111 Terra Oak	San Antonio, TX	78250
VC 125	Kuentz Elementary School	12303 Leslie Rd.	Helotes, TX	78023
VC 126	Fernandez Elementary School	6845 Ridgebrook St.	San Antonio, TX	78250
VC 127	Ogden Elementary School	2215 Leal St.	San Antonio, TX	78207
VC 128	Fields Elementary School	9570 FM 1560	San Antonio, TX	78254
VC 129	Coke Stevenson Middle School	8403 Tezel Rd.	San Antonio, TX	78254
VC 130	Wonderland of the Americas	4522 Fredericksburg Rd	San Antonio, TX	78201
VC 131	Leon Valley Elementary School	7111 Huebner Rd.	San Antonio, TX	78240
VC 132	Dr. Pat Henderson Elementary School	14605 Kallison Bend	San Antonio, TX	78254
VC 133	Northwest Church of Christ	9681 W. Loop 1604 N. 12280 Silver Pointe (at	San Antonio, TX	78254
VC 134	Scarborough Elementary School	Stillwater Pkwy)	San Antonio, TX	78254
VC 135	Northwest Crossing Elementary School	10255 Dover Rdg.	San Antonio, TX	78250
VC 136	Dean H. Krueger Elementary School	9900 Wildhorse Parkway	San Antonio, TX	78254
VC 137	Ridgeview Elementary School	8223 McCullough Ave.	San Antonio, TX	78216
VC 138	Connally Middle School	8661 Silent Sunrise	San Antonio, TX	78250
VC 139	Mead Elementary School	3803 Midhorizon Dr.	San Antonio, TX	78229
VC 140	Health Careers High School	4646 Hamilton Wolfe Rd.	San Antonio, TX	78229
VC 141	Las Lomas Elementary School	20303 Hardy Oak Blvd	San Antonio, TX	78258
VC 142	Leon Valley Conference Center	6427 Evers Rd.	San Antonio, TX	78238
VC 143	John Marshall High School	8000 Lobo Ln.	San Antonio, TX	78240
VC 144	Roan Forest Elementary School	22710 Roan Park	San Antonio, TX	78259
VC 145 VC 146	Encino Library Colonial Hills United Methodist Church	2515 E. Evans Rd	San Antonio, TX	78259
VC 146 VC 147	Colonies North Elementary School	5247 Vance Jackson 9915 Northampton	San Antonio, TX San Antonio, TX	78230 78230
VC 148	Fair Oaks Ranch City Hall	7286 Dietz Elkhorn Rd.	Fair Oaks Ranch, TX	78015
VC 149	Olmos Park City Hall	120 El Prado Dr. W	Olmos Park, TX	78212
VC 150	Terrell Hills City Hall	5100 N. New Braunfels	Terrell Hills, TX	78209
VC 151	Rudder Middle School	6558 Horn Blvd.	San Antonio, TX	78240
VC 152	Alamo Heights City Hall	6116 Broadway St.	San Antonio, TX	78209
VC 153	Alzafar Shrine Auditorium	901 N Loop 1604 W	San Antonio, TX	78232
VC 154	Carnahan Elementary School	6839 Babcock	San Antonio, TX	78249
VC 155	Scobee Elementary School	11223 Cedar Park	San Antonio, TX	78249
VC 156	M. H. Specht Elementary School	25815 Overlook Pkwy	San Antonio, TX	78260
VC 157	Lopez Middle School	23103 Hardy Oak Blvd.	San Antonio, TX	78258
VC 158	Woodridge Elementary School	100 Woodridge	San Antonio, TX	78209
VC 159	Grey Forest Community Center	18249 Sherwood Trail	Grey Forest, TX	78023
VC 160	Barbara Bush Middle School	1500 Evans Rd.	San Antonio, TX	78258
VC 161	Alamo Heights United Methodist Church	825 E. Basse	San Antonio, TX	78209
VC 162	Healing Place Church	28703 IH 10 W	Boerne, TX	78006
VC 163	Clark High School	5150 De Zavala Rd.	San Antonio, TX	78249
VC 164	Ed Rawlinson Middle School	14100 Vance Jackson	San Antonio, TX	78249
VC 165	Grace Bible Chapel	18911 Redland Rd.	San Antonio, TX	78259
VC 166	Regency Place Elementary School	2635 MacArthur View	San Antonio, TX	78217
VC 167	Precinct 3 Satellite Office	320 Interpark Blvd	San Antonio, TX	78216
VC 168	Harmony Hills Elementary School	10727 Memory Lane	San Antonio, TX	78216
VC 169	Castle Hills City Hall	209 Lemonwood	Castle Hills, TX	78213
VC 170	Larkspur Elementary School	1802 Larkspur	San Antonio, TX	78213
VC 171	Adante Independent Living	2702 Cembalo Blvd.	San Antonio, TX	78230
VC 172	Hunters Creek Racquet Club	3630 Hunters Circle St.	San Antonio, TX	78230
VC 173	Cody Library	11441 Vance Jackson Rd.	San Antonio, TX	78230
VC 174	Woods of Shavano Community Club	13838 Parksite Woods St.	San Antonio, TX	78249
VC 175	Shavano Park City Hall	900 Saddletree Ct.	Shavano Park, TX	78231
VC 176	Brookhollow Library	530 Heimer Rd.	San Antonio, TX	78232
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VC 177	Wetmore Elementary School	3250 Thousand Oaks	San Antonio, TX	78247

VC 178	St. Mark's the Evangelist Catholic Church	16316 San Pedro	San Antonio, TX	78232
VC 179	Oak Meadow Elementary School	2800 Hunters Green	San Antonio, TX	78231
VC 180	Bulverde Creek Elementary School	3839 Canyon Parkway	San Antonio, TX	78259
VC 181	Timberwood Park Elementary School	26715 S. Glenrose	San Antonio, TX	78260
VC 182	Thousand Oaks Elementary School	16080 Henderson Pass	San Antonio, TX Hill Country	78232
VC 183	Hill Country Village City Hall	116 Aspen Lane	Village, TX	78232
VC 184	Hollywood Park City Hall	2 Mecca Dr.	Hollywood Park, TX	78232
VC 185	Vineyard Ranch Elementary School	16818 Huebner Rd.	San Antonio, TX	78258
VC 186	Leon Springs Elementary School	23881 IH 10 W	San Antonio, TX	78257
VC 187	Monroe S. May Elementary School	15707 Chase Hill Blvd.	San Antonio, TX	78256
VC 188	Bob Beard Elementary School	8725 Sonoma Parkway	Helotes, TX	78023
VC 189	Steubing Ranch Elementary School	5100 Knoll Creek	San Antonio, TX	78247
VC 190	Faith Lutheran Church	14819 Jones Maltsberger Rd.	San Antonio, TX	78247
VC 191	Semmes Library	15060 Judson Rd.	San Antonio, TX	78247
VC 192	Helotes Elementary School	13878 Riggs Rd.	Helotes, TX	78023
VC 193	Rhodes Elementary School	5714 North Knoll	San Antonio, TX	78240
VC 194	Redland Oaks Elementary School	16650 Red Land Rd. 15806 O'Connor Rd.	San Antonio, TX	78247
VC 195 VC 196	Longs Creek Elementary School Oak Hills Terrace Elementary School		San Antonio, TX San Antonio, TX	78247 78240
VC 190 VC 197	Hartman Center II - Building One	5710 Cary Grant Dr. 1202 W. Bitters Bldg 1	San Antonio, TX	78240
VC 197 VC 198	Hardy Oak Elementary School	22900 Hardy Oak Blvd	San Antonio, TX	78258
VC 199	Tuscany Heights Elementary School	25001 Wilderness Oak	San Antonio, TX	78258
VC 200	Cibolo Green Elementary School	24315 Bulverde Green	San Antonio, TX	78261
VC 201	First Chinese Baptist Church	5481 Prue Rd.	San Antonio, TX	78240
VC 202	Thornton Elementary School	6450 Pembroke	San Antonio, TX	78240
VC 203	UTSA	1 UTSA Circle	San Antonio, TX	78249
VC 204	Blossom Athletic Center	12002 Jones Maltsberger Rd.	San Antonio, TX	78216
VC 205	Ellison Elementary School	7132 Oak Dr.	San Antonio, TX	78256
VC 206	McDermott Elementary School	5111 USAA Blvd.	San Antonio, TX	78240
VC 207	Church of Reconciliation-Episcopal	8900 Starcrest	San Antonio, TX	78217
VC 208	Churchill High School	12049 Blanco Rd.	San Antonio, TX	78216
VC 209	Carl Wanke Elementary School	10419 Old Prue Rd.	San Antonio, TX	78249
VC 210	Stone Oak Elementary School	21045 Crescent Oaks	San Antonio, TX	78258
VC 211	Tejeda Middle School	2909 E. Evans Rd	San Antonio, TX	78259
VC 212 VC 213	Murray E. Boone Elementary School Aue Elementary School	6614 Spring Time Dr 24750 Baywater Stage	San Antonio, TX San Antonio, TX	78249
VC 213 VC 214	Parman Library	20735 Wilderness Oak	San Antonio, TX San Antonio, TX	78255 78258
VC 214 VC 215	Huebner Elementary School	16311 Huebner Rd.	San Antonio, TX	78249
VC 216	Tex Hill Middle School	21314 Bulverde Rd.	San Antonio, TX	78259
VC 217	Dr. Hector P. Garcia Middle School	14900 Kyle Seale Parkway	San Antonio, TX	78255
VC 218	John Igo Library	13330 Kyle Seale Parkway	San Antonio, TX	78249
VC 219	Indian Springs Elementary School	25751 Wilderness Oak	San Antonio, TX	78261
VC 220	Lions Field	2809 Broadway St.	San Antonio, TX	78209
VC 221	San Antonio Central Library	600 Soledad	San Antonio, TX	78205
VC 222	Davis Scott YMCA	1213 Iowa St.	San Antonio, TX	78203
VC 223	Bowden Elementary School	515 Willow St.	San Antonio, TX	78202
VC 224	Young Men's Leadership Academy at Wheatley	415 Gabriel	San Antonio, TX	78202
VC 225	Claude Black Center	2805 E. Commerce	San Antonio, TX	78202
VC 226	Beacon Hill Elementary School	1411 W. Ashby Pl.	San Antonio, TX	78201
VC 227	Japhet Elementary School	314 Astor	San Antonio, TX	78210
VC 228	SAC ECO Centro	1802 N. Main Ave.	San Antonio, TX	78212
VC 229	Foster Academy	6718 Pecan Valley	San Antonio, TX	78223
VC 230	Clear Spring Elementary School	4311 Clear Spring	San Antonio, TX	78217
VC 231	Rogers Middle School	314 Galway Dr.	San Antonio, TX	78223
VC 232	Kate Schenck Elementary School	101 Kate Schenck	San Antonio, TX	78233
VC 233	McCreless Library	1023 Ada	San Antonio, TX	78223
VC 234	James Bode Recreation Center	900 Rigsby	San Antonio, TX	78210
VC 235	Smith Elementary School	823 S. Gevers	San Antonio, TX	78203
VC 236	Highland Hills Elementary School	734 Glamis Ave.	San Antonio, TX	78223
VC 237	Pecan Valley Elementary School	3966 E. Southeross	San Antonio, TX	78222
VC 238	Hirsch Elementary School	4826 Seabreeze Dr.	San Antonio, TX	78220
VC 239 VC 240	Mount Calvary Lutheran Church M. L. King Academy	308 Mount Calvary Dr. 3501 Martin Luther King	San Antonio, TX San Antonio, TX	78209 78220
VC 240 VC 241	Cameron Elementary School	3635 Belgium Lane	San Antonio, TX San Antonio, TX	78220
, C 241	Cameron Liementary School	5055 Deigiuii Lane	Sun Amomo, 1A	10217

VC 242	Wilshire Elementary School	6523 Cascade Pl.	San Antonio, TX	78218
VC 242 VC 243	E. Terrell Hills Elementary School	4415 Bloomdale	San Antonio, TX	78218
VC 243 VC 244	Tobin Library @ Oakwell	4134 Harry Wurzbach	San Antonio, TX	78218
VC 244 VC 245	Krueger Middle School	438 Lanark Dr.		78218
VC 243 VC 246	2		San Antonio, TX	
	Riverside Park Elementary School	202 School St.	San Antonio, TX	78210
VC 247	Ed White Middle School	7800 Midcrown Dr.	San Antonio, TX	78218
VC 248	Windcrest Takas Park	9310 Jim Seal Dr.	Windcrest, TX	78239
VC 249	Royal Ridge Elementary School	5933 Royal Ridge Dr.	San Antonio, TX	78239
VC 250	Judson ISD ERC	8205 Palisades Dr	Live Oak, TX	78233
VC 251	Rosewood Rehabilitation & Care Center	7700 Mesquite Pass	Converse, TX	78109
VC 252	Montgomery Elementary School	7047 Montgomery Dr.	San Antonio, TX	78239
VC 253	Kirby City Hall	112 Bauman St.	Kirby, TX	78219
VC 254	Woodlake Elementary School	5501 Lake Bend East	San Antonio, TX	78244
VC 255	Converse City Hall Conference Room #1	405 South Seguin	Converse, TX	78109
VC 256	China Grove City Hall	2412 FM 1516 S.	China Grove, TX	78263
VC 257	St. Hedwig City Hall	13065 FM - 1346	St. Hedwig, TX	78152
VC 258	East Central High School	7173 FM 1628	San Antonio, TX	78263
VC 259	Harmony Elementary School	10625 Green Lake Dr.	San Antonio, TX	78223
VC 260	Elmendorf City Hall	8304 FM 327	Elmendorf, TX	78112
VC 261	Park Village Elementary School	5855 Midcrown	San Antonio, TX	78218
VC 262	Schaefer Library	6322 US Hwy. 87 E.	San Antonio, TX	78222
VC 263	Coronado Village Elementary School	213 Amistad Blvd	Universal City, TX	78148
VC 264	Sam Houston High School	4635 E. Houston	San Antonio, TX	78220
VC 265	Spring Meadows Elementary School	7135 Elm Trail Dr.	San Antonio, TX	78244
VC 266	Kitty Hawk Middle School	840 Old Cimarron Trl.	Universal City, TX	78148
VC 267	Miller's Point Elementary School	7027 Misty Ridge	Converse, TX	78109
VC 268	El Dorado Elementary School	12634 El Sendero	San Antonio, TX	78233
VC 269	Thousand Oaks El Sendero Library	4618 Thousand Oaks	San Antonio, TX	78233
VC 270	Woodstone Elementary School	5602 Fountainwood	San Antonio, TX	78233
VC 271	Lamar Elementary School	201 Parland	San Antonio, TX	78209
VC 272	Copernicus Comm Center	5003 Lord Rd	San Antonio, TX	78220
VC 273	Ball Academy	343 Koehler Court	San Antonio, TX	78223
VC 274	Ray D Corbett Jr High School(SCUC)	12000 Ray Corbett Dr	Schertz, TX	78154
VC 275	Judson Middle School	9695 Schaefer Rd.	Converse, TX	78109
VC 276	Metzger Middle School	7475 Binz-Engleman Rd.	San Antonio, TX	78244
VC 277	Cotton Elementary School	1616 Blanco Rd.	San Antonio, TX	78212
VC 278	Candlewood Elementary School	3635 Candleglen	San Antonio, TX	78244
VC 279	Paschall Elementary School	6351 Lake View Dr.	San Antonio, TX	78244
VC 280	Olympia Elementary School	8439 Athenian	Universal City, TX	78148
VC 281	Northern Hills Elementary School	13901 Higgins Rd.	San Antonio, TX	78217
VC 282	Stahl Elementary School	5222 Stahl Rd.	San Antonio, TX	78247
VC 283	Universal City Library	100 Northview Dr.	Universal City, TX	78148
VC 284	Elolf Elementary School	6335 Beech Trail Dr.	Converse, TX	78109
-	,		,	

Subject to change (sujeto a cambio)

For more information contact the office of the Bexar County Elections Administrator, Jacquelyn F. Callanen, at (210) 335-VOTE (8683)

(Para mas informacion comuniquese con oficina del Condado de Bexar Administrador de Elecciones, Jacquelyn F. Callanen, al telefono (210) 335-VOTE (8683)

COMAL COUNTY, TEXAS 2020 GENERAL ELECTION and CITY OF SCHERTZ GENERAL ELECTIONS

(CONDADO DE COMAL, TEXAS ELECCIÓN GENERAL 2020 y ELECCIONES GENERALES DE LA CIUDAD DE SCHERTZ)

ELECTION DAY POLLING LOCATIONS (DÍA DE LA ELECCIÓN LUGARES DE VOTACIÓN)

Election Day: November 3, 2020

(Día de la Elección: 5 de noviembre de 2020)

Election Day Polling Locations Open from 7:00 a.m. to 7:00 p.m.

(El Día de la Elección los lugares de votación estarán abiertos desde las 7 a.m. hasta las 7 p.m.)

Comal County will be using Vote Centers for the November 3, 2020 General and Special Elections. Any Comal County registered voter may vote at any Comal County Election Day Location, regardless of the precinct in which he/she resides.

(El Condado de Comal utilizará los Centros de votación para las elecciones generales y especiales del 5 de noviembre de 2019. Cualquier votante registrado en el Condado de Comal puede votar en cualquier Lugar del Día de Elección del Condado de Comal, independientemente del recinto en el que reside.)

VOTE CENTER (CENTRO DE VOTACIÓN)	POLLING PLACE (LUGAR DE VOTACIÓN)	ADDRESS (DIRECCIÓN)	CITY (CIUDAD)
VC #1	Comal County Senior Citizens Center	655 Landa	New Braunfels
VC #2	Christ Our King Anglican Church	115 Kings Way	New Braunfels
VC #3	Vintage Oaks Amenity Center	1250 Via Principale	New Braunfels
VC #4	Westside Community Center	2932 S. IH 35	New Braunfels
VC #5	Mammen Family Public Library	131 Bulverde Crossing	Bulverde
VC #6	Jay F. Feibelman Garden Ridge Community Center	9500 Municipal Parkway	Garden Ridge
VC #7	Bulverde/Spring Branch Fire & EMS @Johnson Ranch	30475 Johnson Way	Bulverde
VC #8	Comal County Courthouse	100 Main Plaza, Room 101	New Braunfels
VC #9	Comal County Offices, Goodwin Annex	1297 Church Hill Dr.	New Braunfels
VC #10	Tye Preston Library	16311 South Access Rd.	Canyon Lake
VC #11	North Shore United Methodist Church	23880 N. Cranes Mill Rd.	Canyon Lake
VC #12	Christ Presbyterian Church	1620 Common Street	New Braunfels
VC #13	Rebecca Creek Baptist Church	11755 Highway 281 N	Spring Branch

Subject to change (sujeto a cambio)

AUTHORITY SEAL



Brenda DennisBrenda Dennis, City Secretary

JOINT ELECTION AGREEMENT

This Agreement is entered into by and between Bexar County Elections Administrator ("ADMINISTRATOR"), acting on behalf of Bexar County; Edwards Aquifer Authority ("EAA"); Alamo Community College District ("ACCD"); Alamo Heights Independent School District ("AHISD"); Comal Independent School District ("CSD"); East Central Independent School District ("ECISD"); North East Independent School District ("NEISD"); San Antonio Independent School District ("SAISD"); Somerset Independent School District ("SISD"); South San Antonio Independent School District ("SSISD"); Southside Independent School District ("SSISD"); Southwest Independent School District ("NEISD"); the City of Alamo Heights ("COAH"); the City of Balcones Heights ("COBH"); the City of Castle Hills ("COCH"); the City of China Grove ("COCG"); the City of Converse ("COC"); the City of Elmendorf ("COE"); the City of Fair Oaks Ranch (COFOR"); the City of Grey Forest ("COGF"); the City of Helotes ("COH"); the City of Hill Country Village ("COHCV"); the Town of Hollywood Park ("TOHP"); the City of Kirby ("COK"); the City of Leon Valley ("COLV"); the City of Live Oak ("COLO"); the City of Olmos Park ("COOP"); the City of San Antonio ("COSA"); the City of Schertz ("COSCH); the City of Shavano Park ("COSP"); the City of Somerset ("COS"); the City of Terrell Hills ("COTH"); the City of Universal City ("COUC"); the City of Windcrest ("COW"); the Windcrest WD #10 ("WD#10"); the Green Valley Special District ("GVS"); the Trinity Glen-Rose Groundwater District ("TGR") and the San Antonio MUD #1 ("SAMUD"); and they may also be referred to, individually, as an "Entity" or, collectively, as the "Entities," acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a), for the November 3, 2020 election.

WHEREAS, EAA will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, ACCD will conduct a general and special election on Tuesday, November 3, 2020; and

WHEREAS, AHISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, CISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, ECISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, NEISD will conduct a general and special election on Tuesday, November 3, 2020; and

WHEREAS, SAISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, SISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, SSISD will conduct a bond election on Tuesday, November 3, 2020; and

WHEREAS, SWISD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COAH will conduct a general and bond election on Tuesday, November 3, 2020; and

WHEREAS, COBH will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COCH will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COCG will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, COC will conduct a general and annexation election on Tuesday, November 3, 2020; and

WHEREAS, COE will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COFOR will conduct a general and special election on Tuesday, November 3, 2020; and WHEREAS, COGF will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COH will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COHCV will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, TOHP will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COK will conduct a general and special election on Tuesday, November 3, 2020; and WHEREAS, COLV will conduct a general and special election on Tuesday, November 3, 2020; and WHEREAS, COLO will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COOP will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COSA will conduct a special election on Tuesday, November 3, 2020; and WHEREAS, COSCH will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COSP will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COS will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COTH will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COUC will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, COW will conduct a bond election on Tuesday, November 3, 2020; and WHEREAS, WD#10 will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, GVS will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, TGR will conduct a general election on Tuesday, November 3, 2020; and WHEREAS, SAMUD will conduct a general election on Tuesday, November 3, 2020; and

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the Vote Centers that can be served by common polling places; and

WHEREAS, the Entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

WHEREAS, the Entities desire to enter into an agreement setting out their respective duties and responsibilities for the November 3, 2020 election;

NOW THEREFORE, it is agreed that the Entities will hold a joint election on Tuesday, November 3, 2020 (the "Joint Election") under the following terms and conditions:

T.

The Entities are each required to enter into their own separate contract with ADMINISTRATOR for election services and will hold elections jointly with other Entities in the Vote Centers that can be served by common polling places, using joint election officer and clerks as ADMINISTRATOR determines is necessary to hold an election safely for Officials and Voters alike due to COVID 19 as appropriate.

II.

The Entities agree to conduct early voting jointly. ADMINISTRATOR will arrange for and handle early voting in person and by mail for the Joint Election in accordance with her contracts with those Entities. Appropriate notices to the public related to early voting will be provided by the Entities.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on shall be used in this Joint Election.

IV.

Each Entity is responsible for its own posting of public notices in connection with the Joint Election. ADMINISTRATOR shall be responsible for publishing a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under Section 4.003 of the Election Code, and each Entity shall pay ADMINISTRATOR its proportionate share of the publishing cost.

V.

Each Entity is responsible for paying ADMINISTRATOR for any and all other election costs, as applicable to the specific Entity and agreed upon by separate contract for election services between each Entity and ADMINISTRATOR.

VI.

ADMINISTRATOR will tabulate the ballots and provide a set of copies of the affidavit page of each return along with the returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

VII.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VIII.

The Entities agree to comply with any and all applicable state and federal record retention statutes. Each Entity shall be the custodian of its respective election records.

IX.

If an Entity determines not to participate in the Joint Election to be held on Tuesday, November 3, 2020, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement shall be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

X.

The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XI.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. The Entities may execute this Agreement and exchange counterparts of the signature pages by means of facsimile or email transmission, and the receipt of executed counterparts by facsimile or email transmission shall be binding on the Entities. Following a facsimile or email exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this ______ day of ______, 2020.

BEXAR COUNTY ELECTION	
Jacquelyn F. Callanen	
ENTITY:	
BY:	

TITLE:



CYNTHIA JAQUA COMAL COUNTY ELECTIONS COORDINATOR

396 N. Seguin Ave. • New Braunfels • Texas • 78130 (830) 221-1352 Fax: (830) 608-2013 e-mail: jaquac@co.comal.tx.us

June 15, 2020

CITY OF SCHERTZ
CONTRACT FOR ELECTION SERVICES
November 3, 2020 General Election

This contract for election services made by and between **City of Schertz** hereinafter called ENTITY and **Bobbie Koepp, Comal County Clerk,** hereinafter called CONTRACTING OFFICER is based on the following:

The ENTITY and CONTRACTING OFFICER have determined that it is in the public interest of the inhabitants of the ENTITY that the following contract be made and entered into for the purpose of having the CONTRACTING OFFICER furnish the ENTITY certain election services and equipment needed by the ENTITY for their November 3, 2020 General Election. Electronic voting equipment will be used, specifically the Hart DRE'S known as Verity Touch, Verity Access Touch, and Controller.

DUTIES AND SERVICES OF THE CONTRACTING OFFICER:

- 1. Bobbie Koepp, Comal County Clerk, shall be designated and agrees to act as the Election Administrator and the Early Voting Clerk for the election, and shall conduct early voting in person and by mail.
- 2. Forward all information to vendor (Hart) for the Coding and Audio files for Verity Touch, Verity Access Touch, and Controller
- 3. Advertise, prepare, and conduct the Logic and Accuracy Tests as required by State Law.
- 4. Conduct Early Voting for Ballot by Mail at main Early Voting location 396 N. Seguin, New Braunfels, Texas 78130.
- 5. Provide training on conducting an election, with Hart Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads for all Early Voting and Election Day workers.

- 6. Require HART to provide screen shot proofs for ENTITY's approval.
- 7. Procure and provide election supplies, including but not limited to the preparation, printing of ballots for Ballot by Mail requests, and distribution of sample ballots.
- 8. Prepare and provide adequate election equipment for the election (Hart Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads)
- 9. Prepare Early Voting and Election Day packets and supply bags for Early Voting and Election Day Polling Locations.
- 10. Provide the Official Registered Voter Lists for City of Schertz (Comal County Voters) for use on Knowink Poll Pad.
- 11. Deliver all voting equipment Verity Touch, Verity Access Touch, Controller, and Knowink Poll Pads) and election supplies for Early Voting and Election Day to polling locations.
- 12. Ensure Election Judges return specified voting equipment and supplies from Early Voting after polls close on November 1, 2019.
- 13. Pick up all voting equipment (Verity Touch and Verity Access Touch) and election supplies for Early Voting and Election Day and return to Comal County Elections Office, 396 N. Seguin Ave., New Braunfels.
- 14. Ensure Election Judges return specified voting equipment and supplies from Election Day Polling Locations after polls close on November 5, 2019.
- 15. Recruit election judges and clerks for Early Voting and Election Day.
- 16. Election judges and clerks for Early Voting and Election Day will be compensated by CONTRACTING OFFICER and reimbursed by ENTITY.
- 17. Issue Writs of Election for election judges and notice of appointments to Presiding and Alternate Judges.
- 18. Procurement and payment of Early Voting Ballot Board personnel who will meet at the Comal County Elections Office, 396 N. Seguin Ave., New Braunfels, Texas 78130, on Election Day and other dates as prescribed by law to process Ballots by Mail and Provisional Ballots.
- 19. Set up the Central Accumulation Station and appoint personnel to tabulate the results of the Early and Election Day votes; provide Final Unofficial results for Canvass.
- 20. Provide overall administration and supervision of the election and advisory services.
- 21. Meet ADA requirements for the election, as the law relates to polling locations, voter assistance, and other ADA requirements, if any.

- 22. Reporting precinct results to the Secretary of State, if required.
- 23. Maintain election materials and paperwork in storage for the allotted time as prescribed by law.

DUTIES OF THE ENTITY:

- 1. Prepare all Election Orders and Notice of Election as required by law and prepare and publish the Notice of Election.
- Provide the County Elections Office with ENTITY's ballot information, etc. ENTITY
 shall conduct its ballot position drawing on or about, August 18, 2020, and send the
 CONTRACTING OFFICER the ballot order so that it may be forwarded for Coding
 and Audio to Hart. ENTITY will be responsible for approving the screen shot proofs
 from Hart.
- 3. ENTITY shall be responsible for any loss and/or physical damage to the equipment while it is in ENTITY's possession and control.
- 4. Only the actual expenses directly attributable to the Contract may be charged. (Section 31.100(b), Texas Election Code) The County Elections Officer will submit the actual costs for items contracted for pursuant to this Contract with the ENTITY as soon as all invoices are received from the vendors. The ENTITY agrees to pay costs of the election within ten (10) ENTITY workdays of receipt of the statement.

GENERAL PROVISIONS:

- A. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.
- B. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this contract is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby; and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
- C. CHOICE OF LAW AND VENUE: This agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.

- D. **RELATIONSHIP OF THE PARTIES:** Each party to this contract, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- E. FORCE MAJEURE: In the event that CONTRACTING OFFICER shall be prevented from performing any of its obligations due under the terms of this contract by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto. CONTRACTING OFFICER shall be excused from such obligations beyond its control and undertakings set forth under the terms of this agreement.

DATED this the	day of	, 2020	
RALPH GUTIERREZ	Z		BOBBIE KOEPP
Mayor City of Schen	tz	(Comal County Clerk

SEE ATTACHED ESTIMATE OF EXPENSES

THE STATE OF TEXAS } COUNTY OF GUADALUPE }



CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Guadalupe County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and the City of Schertz, Texas, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 3, 2020, and to be administered by Lisa Hayes, Elections Administrator, hereinafter referred to as "Elections Administrator".

Said Political Subdivision is holding a General Election and/or Special Election, at their expense on November 3, 2020.

The County owns an electronic voting system, the Express Vote Universal Voting System for Early Voting, Election Day voting, and Early Voting by Mail, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Guadalupe County and the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their election order and notice to the Elections Administrator. The Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance of the election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

The Elections Administrator shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Political Subdivision. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision.

If polling places are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than the day before the election, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Elections Administrator shall recommend election judges, alternate judges and clerks. Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election

judge will be sent a letter from the Elections Administrator notifying him/her of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Guadalupe County pursuant to Texas Election Code Section 32.091. (Election Judge and Alternate Judge - \$12/hour; Clerks-\$10/hour; Early Voting Clerks-\$10/hour) The Election Judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. In addition, all workers receive a \$20 flat rate compensation for mandatory training.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular Political Subdivision, the Election Administrator will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Said list shall be provided to the Elections Administrator by the date set out in the published Election Calendar provided by the Secretary of State. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County or Political Subdivision. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of County or Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or Political Subdivision, unless considered a county employee as determined by the Guadalupe County Human Resources Department.

VI. EARLY VOTING

Political Subdivision agrees to appoint the Elections Administrator as the Early Voting Clerk. Political Subdivision also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. Political Subdivision further agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Guadalupe County pursuant to Section 83.052 of the Texas Election Code (\$10.00/hour). Early Voting by personal appearance will be held at the locations, dates, and times determined by Guadalupe County. Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Elections Administrator shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Election. The Presiding Judge, with the assistance of the Elections Administrator, may appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Hayes	
Tabulation Supervisor:	Missy Doss	
Presiding Judge: Lisa H	ayes	

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision

as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

Voted ballots and all records of the Election will be given to the Political Subdivision to be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Elections Code. However, if the Political Subdivision enters into a Joint Election Agreement with another political subdivision, the Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XIII. MISCELLANEOUS PROVISIONS

- 1. The Elections Administrator shall file copies of this document with the Guadalupe County Treasurer and the Guadalupe County Auditor in accordance with Section 31.099 of the Texas Election Code.
- 2. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
- 3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
- 4. The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
- 5. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.
- 6. In the event of one of more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- 8. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
- 9. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
- 10. Force Majeure. If the performance of the Agreement is adversely restricted or if either party is unable to conform to any obligation by reason of any Force Majeure Event then, the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed

whenever such causes are removed or cease. "Force Majeure Event" means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party's or its applicable infrastructure provider's facilities, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence. If a party fails to perform its obligations as a result of such restriction for a period of more than thirty (30) days, then the other party may terminate the affected Services without liability.

IN TESTIMONY HEREOF, this Contra been executed on behalf of the parties hereto as for	ct, its multiple originals all of equal force, has ollows, to-wit:
1. It has on this day of Guadalupe County by the Elections Administrator authorizing; and	, 20, been executed on behalf of r pursuant to the Texas Election Code so
2. It has on this day of the Political Subdivision by its Presiding Officer of action of the Political Subdivision so authorizing.	- · · · · · · · · · · · · · · · · · · ·
GUADALUPE COUNTY, TEXAS	ATTEST: City of Schertz, Texas:
By: Lisa Hayes Elections Administrator	By:Presiding Officer/Authorized Representative

best guess



It was so wonderful talking with you yesterday - these are indeed, strange and unusual times and who knows what November will bring... but with God's grace we will be safe and sane :)

best guess - with the great unkown that we talked about yesterday - is \$3,000 to \$3,500.

It may be a little lower - if all of the May people keep their postponed elections on November. Only time will tell.

love ya - and please stay safe

Jacque

Gayle Wilkinson

From:

Brenda Dennis

Sent:

Monday, June 15, 2020 4:18 PM

To:

Gayle Wilkinson

Subject:

Fw: Estimated cost to run our Upcoming General Election for Council places 3, 4 &5

Brenda Dennis, TRMC, MMC, CPM City Secretary 1400 Schertz Parkway Schertz, Texas 78154 (210) 619-1030 (210) 619-1039 Fax

Email: bdennis@Schertz.com

CONFIDENTIALITY NOTICE

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From: Jaqua, Cynthia <jaquac@co.comal.tx.us>

Sent: Tuesday, April 14, 2020 4:38 PM
To: Brenda Dennis <bdennis@schertz.com>

Subject: RE: Estimated cost to run our Upcoming General Election for Council places 3, 4 &5

Brenda,

Good Afternoon!

The estimate would be approximately \$3,000.



Cynthia Jaqua, R.E.O.

Elections Coordinator
Deputy to the County Clerk
396 N. Seguin Ave.
New Braunfels, TX 78130
O: 830-221-1352 | F: 830-608-2013
www.votecomal.com

From: Brenda Dennis

 dennis@schertz.com>

Sent: Tuesday, April 14, 2020 4:36 PM

GUADALUPE COUNTY ELECTIONS OFFICE

COST ESTIMATE

CITY OF SCHERTZ, TEXAS

NOVEMBER 3, 2020 GENERAL ELECTION

Includes all Guadalupe County Early Voting and Election Day Vote Center Locations

Item #	Costs/Services	Estimate	
1.	Ballots (printing, postage, processing of mail ballots; sample and provisional ballots)	\$ 3,500.00	
2.	Electronic voting system programming and testing	2,000.00	
3.	Publication of Electronic Voting Equipment Test and Notice of Election	50.00	
4.	Election kits (Supplies, Maps, Laptops, Printers, Cell Phones, etc.)	400.00	
5.	Rental of voting equipment	4,200.00	
6.	Preparation and transportation of voting equipment	700.00	
7.	Polling place rental	300.00	
8.	Election Day Personnel	6,000.00	
9.	Early Voting Personnel	8,500.00	
10.	Early Voting Ballot Board Personnel	200.00	
11.	Central Counting Station Personnel	50.00	
12.	County Election Services Contract Administrative Fee	2,590.00	
13.	*TOTAL ESTIMATED ELECTION COSTS:	28,490.00	

LISA HAYES

Guadalupe County Elections Administrator

215 S. Milam St.

Seguin, TX 78155

830-303-6363 (Office)

830-303-6373 (Fax)

lisa.hayes@co.guadalupe.tx.us

DATE: (April 30, 2020)

^{*}Please note, that this is an estimate and subject to change based on the number of jurisdictions contracting for the November Election. Actual Expenses will be billed and may vary from this estimate.

Allocation of costs for the entire election, unless specifically stated otherwise, will be shared between the participating authorities based on a ratio formula involving the total number of registered voters eligible to vote in the Joint Election and the number of registered voters belonging to the participating authorities for the Joint Election. The participating authorities will be responsible for their percentage of the cost or a minimum cost of \$500.00, whichever is greater.

CITY COUNCIL MEMORANDUM

City Council

July 14, 2020 **Meeting:**

Department: City Secretary

Subject: Workshop Discussion and possible action regarding (Ordinance 20-H-18) - Discussion and

> possible action regarding Ordinance No. 20-H-18 and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 - Declaration of Local Disaster, also a short presentation from Dr. Stephen Carter and Dr. Lonnie

Schwirlich. (M. Browne/C. Kelm/K. Long)

BACKGROUND

Staff will provide Council with an update regarding the COVID-19 Virus. Discussion will include how Phase 3 is progressing and update on the number of cases.

Attachments

Revised 20-H-18

Ordinance No. 20-H-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCHERTZ TO SUPERSEDE ORDINANCE 20-H-15; EXTENDING A DECLARATION OF LOCAL DISASTER; RESTRICTING CERTAIN ACTIVITIES; ESTABLISHING PENALTIES FOR VIOLATIONS. PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY; FIRST AND FINAL READING

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 20, 2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, on March 13, 2020, President Trump declared a state of emergency due to COVID-19; and

WHEREAS, President Trump has invoked the Stafford Act, which will allow state and local governments to access federal disaster relief funds; and

WHEREAS, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying that COVID-19 poses an imminent threat of disaster for counties in the state of Texas; and

WHEREAS, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID- 19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, to date, there have been 48,693 confirmed positive cases in Texas; and

WHEREAS, the crisis that is now a pandemic has infected 4,805,430 people around the world resulting in 318,554 deaths, with 1,537,830 cases confirmed in the United States; and

WHEREAS, on March 31, 2020 Governor Abbott issued GA-14 superseding local authority invoked under Chapter 418 of the Government Code, and Chapter 81 and 122 of the Health and Safety Code where local order conflict with GA-14 or any previous order of the Governor related to the pandemic;

WHEREAS, also on April 17, 2020, Governor Abbott issued Executive Order GA-16 to replace Executive Order GA-14, and while Executive Order GA-16 generally continued through April 30, 2020, the same social-distancing restrictions and other obligations for Texans according to federal guidelines, it offered a safe, strategic first step to Open Texas, including permitting retail pick-up and delivery services; and

WHEREAS, Texas must continue to protect lives while restoring livelihoods, both of which can be achieved with the expert advice of medical professionals and business leaders and the continued gradual reopening of Texas pursuant to GA-18- GA-23 and subsequent orders of the Governor; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the Emergency Management Director of the City of Schertz, and may exercise the powers granted by the governor on an appropriate local scale; and

WHEREAS, Ralph Gutierrez, the Mayor of the City of Schertz previously determined and declared that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be impacted by COVID-19;

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease, including isolation, surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaced or evacuated and request assistance from the governor of state resources.

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

- Section 1. 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 City Council.
- Section 2. That the local state of disaster and public health emergency originally declared by Mayor Ralph Gutierrez for the City of Schertz, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to May 26, 2020 at 11:59 p.m. by City Council Ordinance 20-H-15 pursuant to §418.108(b) of the Government Code, including all rules and regulations, is hereby further amended and extended until the Disaster Declaration put in place by Governor Abbott for the State of Texas expires.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Schertz, Texas, emergency management plan.
- Section 5. All ordinances 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 herein except those portions deemed to conflict with any emergency orders of Governor Abbott.

- Section 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7. 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 Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 8. 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, Texas Government Code, as amended.
- Section 9. Should Governor Abbott lift the statewide disaster declaration and orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 10. Any peace officer or other person with lawful authority is further authorized to enforce the provisions of this Ordinance or the orders of the Governor in accordance with the authority granted under the Texas Disaster Act of 1975, as applicable, which allows a fine not to exceed \$1000.00 and confinement not to exceed 180 days pursuant to Government Code 418.173.
- Section 11. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS THIS ORDINANCE WAS PASSED, ON FIRST AND FINAL READING, THE 23rd DAY OF JUNE 2020.

CITY OF SCHERTZ, TEXAS

- XT X

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting:

July 14, 2020

Department:

Economic Development Corporation

Subject:

2019 Tax Year reimbursement per the Development Agreement with

Amazon.com Services, Inc. (A. Perez)

BACKGROUND

In 2012, the City Council approved an Economic Development Incentive Agreement among the City of Schertz, the City of Schertz Economic Development Corporation ("SEDC"), Guadalupe County, and Amazon.com.kydc, LLC. ("Amazon") (the "Agreement"). The Agreement includes two annual incentives that Amazon may qualify for including a Property Tax Grant and Sales Tax Grant.

Property Tax Grant: Under the Agreement and subsequent amendments, the City of Schertz agreed to provide six (6) annual Property Tax Grants worth 70% for the first three years and 60% for the next three years, on all New Ad Valorem Value. In consideration, Amazon agreed to construct a 1,261,980 square foot facility, create \$166 million of New Investment, maintain at least \$125 million of Taxable Property, and employ at least 380 full-time employees with at minimum Annual Payroll of at least \$12 million.

On March 31, 2020, Amazon reported its compliance to the Agreement. Amazon has paid all real and personal property taxes for the 2019 calendar year (Exhibit A: Amazon.com Services, Inc. 2019 Annual Certification). As part of the Annual Development Incentive and Compliance Report, Amazon reported that it had:

- Maintained its operations in Schertz according to the Agreement.
- Employed an average of 924 Full-Time Jobs through the year including 982 Full-Time Jobs on January 1, 2019 and 1,051 Full-Time Jobs on December 31, 2019. The number of Full-Time Jobs exceeds the minimum requirement of 380.
- Paid \$43,506,119.11 in Annual Payroll which is beyond the minimum Annual Payroll of \$12,000,000.
- Reported \$134,593,301 in Taxable Property Value (all property exclusive of land) which is beyond the minimum threshold of \$125,000,000.

Sales Tax Grant: The Agreement provides a Sales Tax Grant if Amazon generates at least \$100 million in Project Taxable Sales for the calendar year. In 2019, Amazon did not generate sufficient Project Taxable Sales, so they did not qualify for the 2019 Sales Tax Grant.

FISCAL IMPACT

Amazon paid \$720,909.18 in property taxes to the City of Schertz for the 2019 calendar year. As part of the 2019 Property Tax Grant, Amazon will receive a rebate of \$418,779.11 and the City will retain \$302,130.06. The 2019 Property Tax Grant must be paid by the City of Schertz no later than July 14, 2020 per an extension granted by Amazon in communication with the SEDC dated April 28, 2020. The methodology outlined in the Agreement was used to calculate the 2019 Property Tax Grant and includes the following:

- 2019 Property Tax Grant = New Ad Valorem Assessed Value * 2019 City of Schertz tax rate * Year 6 grant percentage
 - The New Ad Valorem Assessed Value equals \$135,632,567 which was calculated by adding \$65,461,789 in real property and \$74,629,384 personal property and subtracting the Base Ad Valorem value of \$4,458,606

- The 2019 City Schertz property tax rate was \$0.5146 per \$100 of taxable investment.
- The Year 6 grant percentage was 60%
- Calculation: \$135,632,567 * 0.5146 * 60% = \$418,779.11

SEDC RECOMMENDATION

Under Section 4.2 (d) of the Agreement and the SEDC's responsibility to administer the agreement, the SEDC has evaluated the Agreement and found that Amazon is compliant for the 2019 tax year. The SEDC has processed payment on behalf of the City of Schertz in accordance with the Agreement and issue \$418,779.11 to Amazon.com Services, Inc. no later than July 14, 2020. Guadalupe County also processed their reimbursement in accordance with the Agreement and paid \$270,098.69.

Attachments Amazon rebate payment

PURCHASE CRDER

City of Schertz

PURCHASE ORDER # 20-22702

6/1C/202C

SHIP TO:

City of Schertz 140C Schertz Parkway Schertz, TX

AMAZON.COM SERVICES, INC.

ISSUED TO:

V E N D #: C 1 - 1 1 6 8 6 R E Q # 2 C - 2 2 7 C 4
AMAZON.CCM SERVICES LLC
C / O PERLA LOPEZ E DC (SAT 1)
2 1 2 1 7 TH A V E
SEATTLE, WA 9 8 1 2 1

UNITS	DESCRIPTION	PROJ	G/L ACCOUNT		PRICE	AMOUNT
0.00	AmazonTaxRebate2019		101-167-537450	Tax Reimbursements/Abatements	0.00	418,779.11

Under Section 4.2 (d) of the Agreement and the SEDC's responsibility to administer the agreement, the SEDC has evaluated the Agreement and found that Amazon is compliant for the 2019 tax year. The SEDC recommends that the City of Schertz process the reimbursement in accordance with the Agreement and issue \$418,779.11 to Amazon.com Services, Inc.no later than July 14, 2020. The methodology outlined in the Agreement used to calculate the 2019 Property Tax Grant and includes the following: 2019 Property Tax Grant = New Ad Valorem Assessed Value * 2019 City of Schertz tax rate * Year 6 grant percentage at 60%.

Calculation: \$135,632,567 * 0.005461 * 60% =

DO NOT MAIL

Dive Check to Patty (EDE)

JUL 06 2020

*** TOTAL ***

418,779.11

RDERED BY : PATTY HORAN

PPRCVED BY: ADRIAN PEREZ

\$418,779.11

Patron. How

The City's Standard Purchase Order Terms and Conditions located at www.schertz.com/?page_id=1621 are incorporated into and are part of this PO for all purposes. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing requested services shall constitute an acceptance of these terms and conditions.

PROJECT INFORMATION



Annual Development Incentive Compliance and Certification Report



Reporting Period: January 1 to December 31, 2019

Project Information:			
Project Name: SAT1			
Address of Project subject to Incentive: 6000 Schertz Parkway, Schertz, TX 78154 (SAT1; Outlet #00009)			
Property Owner: Texas Citcle 161 LLC (Land & Imp	rovements); Amazon (Personal Property & Inventory)		
Company Name: Amazon.com Services LLC			
Project Contact: Holly Sullivan	Title: Vice President		
Telephone: 206-646-0023	Email: economicdevelopment@amazon.com		
II. New Full-Time Jobs/New Pa	AVROLI		
Employment:	TROLL		
Employed undocumented workers at the project?	Ves X No		
Average Number of Full-Time Jobs located at the Project during the 2019 Calendar Year: 924			
Number of Full-Time Jobs located at Project on Janu			
Number of Full-Time Jobs located at Project on Dece			
Wages:			
_	ocated at the Project for the 2019 Calendar Year: \$43,506,119.1		
III. MINIMUM INVESTMENT VALUE			
Real Property:			
2019 appraised ad valorem tax value – land (Property ID 64735): 5,497,872			
201 9 appraised ad valorem tax value – improvement	is (Property ID 149870): <u>59,963,917</u>		
Personal Property:			
201 9 appraised ad valorem tax value – machinery, e	quipment, and other business personal property		
(D	/¢44.270.040		
(Property ID 153094): \$30,250,374 2019 appraised ad valorem tax value inventory (Pr	operty ID 153095): \$84,862,654 (\$44,379,010 taxable value)		

PROJECT TAXABLE SALES See Attachment A Total Project Taxable Sales for Calendar Year 2019: \$ $|\mathbf{X}|$ Copies of the sales tax reports filed with the corresponding receipts received from the Texas Comptroller for each of the reporting periods within the Calendar Year showing that the Project Sales Taxes for each reporting period have been paid in full and received by the Texas Comptroller, which reports and receipts may be redacted to remove information not related to the project or the Property (each a "Comptroller Receipt") ADDITIONAL INFORMATION (TO BE ATTACHED) Brief narrative Highlighting the progress and status of the Project See Attachment B If applicable, a statement addressing any failure to meet requirements of the Incentive Agreement and a plan for rectification. VII. CERTIFICATION I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (AMAZON, COM SERVICES LLC). I further certify that the representations and warranties of Developer contained within the Agreement remain true and correct as of the date of this Certification, and Amazon.com Services LLC remakes those representations and warranties as of the date hereof. I understand that this Certificate is being relied upon by the City and SEDC in connection with the expenditure of public funds. I have the authority to sign this Certificate on behalf of Amazon.com Services LLC. Holly Sullivan Vice President Certifying Officer's Title Name of Certifying Officer 206-646-0023

The following Annual Development Incentive and Compliance Report has been amended form its original form and approved as part of Amendment No. 2 to the Economic Development Agreement. Please sign and return an original to the following:

Fax Number

Date

March 8, 2020

City of Schertz Economic Development Corporation 1400 Schertz Parkway, Bldg. No. 2 Schertz. TX 78154

Phone Number

Signature of Certifying Officer

Guadalupe County Commissioner's Court Guadalupe County Justice Center 211 West Court Street Seguin, TX 78155