



**MEETING AGENDA  
City Council  
REGULAR SESSION CITY COUNCIL  
January 26, 2021**

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

**CITY OF SCHERTZ CORE VALUES**

**Do the right thing  
Do the best you can  
Treat others the way you want to be treated  
Work cooperatively as a team**

**AGENDA  
TUESDAY, JANUARY 26, 2021 at 6:00 p.m.**

**City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, January 26, 2021, 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.  
(Mayor Pro-Tem Scott)**

**Employee Recognition**

***Employee Service Pins***

- 20 year Service Pin awarded to Shelley Krauss - (M. Browne)
- 20 year Service Pin awarded to Michael Jernigan - (M. Browne)
- 20 year Service Pin awarded to Mack Melancon - (M. Browne)

**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](mailto:bdennis@schertz.com) by 5:00 p.m. on Monday, January 25, 2021, **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 meeting of the regular meeting of January 12, 2021. (B. Dennis)
2. **Resolution 21-R-08** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an agreement for Management Services between the City of Schertz and the Schertz/Seguin Local Government Corporation (SSLGC) and other matters in connection therewith.
3. **Resolution No. 21-R-09** - Consideration and/or action approving a Resolution authorizing the seventh amendment to the Interlocal Agreement with the Alamo Area Council of Governments (AACOG) to provide funding in the amount of \$42,666 for transit services in the City of Schertz. (M. Browne/B. James)
4. **Resolution No. 21-R-10** - Consideration and/or action approving a Resolution authorizing and approving the Investment policy and Investment Brokers and other matters in connection therewith. (B. James/J. Walters)
5. **Resolution 21-R-07** - Consideration and/or action approving a Resolution authorizing an amendment to the Professional Services Contract with Ford Engineering for the Elbel Storm Drain and Overlay Project to add signalization of the Westchester intersection to the project. (C. Kelm/K. Woodlee/J. Nowak)

## Discussion and Action Items

### Public Hearings

6. **Ordinance No. 21-A-04-** Conduct a public hearing, consideration and/or action for an Ordinance on a request for voluntary annexation of approximately 142 acres of land located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas (B. James / L. Wood / E. Delgado) *First Reading*
7. **Ordinance No. 21-S-03-** Conduct a public hearing on a request to rezone approximately 142 acres of land to Manufacturing District- Light (M-1). The subject property is located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas. (B. James / L. Wood / E. Delgado) *First Reading*
8. **Resolution No. 21-R-06 -** Conduct a public hearing, consideration and/or action approving a resolution accepting a petition for voluntary annexation of approximately 214 acres of land generally located approximately 6,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 309419, 309811, 310011, and 310013, City of Schertz, Bexar County, Texas. (B. James/ L. Wood/ N. Kopyay)

### Workshop

9. **Appointment of the Mayor Pro Tem -** Discussion and consideration and/or action regarding the confirmation, appointment or election of the Mayor Pro-Tem. (Mayor/Council)
10. **Workshop Discussion and Update (Ordinance 20-H-18) -** Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long/S. Hall)
11. **2018 SPAM Resurfacing -** Discussion and direction on the 2018 SPAM Resurfacing (chip seal) project and on future SPAM project efforts. (M. Browne/B. James/K. Woodlee/J. Nowak)
12. **Utility billing overdue account discussion -** Workshop discussion on the utility billing process for handling overdue accounts. (B. James/J. Walters)
13. **Department's performance for 2020 -** City Department Heads from the Library, Information Technology, Police Department, Fire Department, and Emergency Medical Services will provide an annual update on their Department's performance for 2020. (M. Browne/B. James/C. Kelm/M. Uhlhorn/M. Clauser/M. Hansen/K. Long/J. Mabbitt)

### Roll Call Vote Confirmation

### Closed Session

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

### **Reconvene into Regular Session**

**14a.** Take any action based on discussions held in closed session under Agenda Item 14.

### **Roll Call Vote Confirmation**

### **Requests and Announcements**

- Announcements by the City Manager.
- Requests by Mayor and Councilmembers for updates or information from staff.
- Requests by Mayor and Councilmembers that items or presentations 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 22nd DAY OF JANUARY 2021 AT 4:30 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

**BRENDA DENNIS**

**I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON \_\_\_\_ DAY OF \_\_\_\_\_, 2021. TITLE: \_\_\_\_\_**

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

**The City Council for the City of Schertz reserves the right to adjourn into closed session at any**



time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.

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

#### COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

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

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** January 26, 2021  
**Department:** City Secretary  
**Subject:** Minutes – Consideration and/or action regarding the approval of the minutes of the meeting of the regular meeting of January 12, 2021. (B. Dennis)

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**BACKGROUND**

The City Council held a Regular City Council meeting on Tuesday, January 12, 2021.

**RECOMMENDATION**

Recommend Approval.

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**Attachments**

1-12-2021 min

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# DRAFT

## MINUTES REGULAR MEETING January 12, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on January 12, 2021, 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 Rosemary Scott; Councilmember Mark Davis; Councilmember Jill Whittaker; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward; Councilmember Tim Brown

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

### **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 Davis)**

Mayor Gutierrez recognized Councilmember Mark Davis who provided the invocation followed by the Pledges of Allegiance to the Flags of the United States and State of Texas.

Mayor Gutierrez stated he has a special announcement, Council and guests while seated it is perfectly fine for you to remove your mask or while speaking at the podium, but as you approach the dais or depart the Chamber we respectfully ask that you place your face mask back on.

## **Presentations**

- Proclamation recognizing National Mentoring Month. (Mayor Gutierrez/Sonya Chapa-Weber)

Mayor Gutierrez read and presented the proclamation to Ms. Chapa-Weber. Ms. Chapa-Weber thanked the City for their support.

## **Employee Recognition**

Mayor Gutierrez recognized the following department heads who introduced the following new employees.

- Public Works Wastewater - Stephen Mayfield Wastewater Manager. (S. McClelland)
- Public Works Streets - John Rheiner Street Worker 1. (D. Letbetter)

## **City Events and Announcements**

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

Mayor Gutierrez introduced City Secretary Brenda Dennis who provided the following information:

The Texas Community Watershed Partners (TCWP), a program of Texas A&M AgriLife is bringing a virtual, no-cost, FEMA supported Community Health and Resource Management (CHARM) Workshop to Guadalupe County communities on March 3rd & 4th from 8-11 AM. CHARM is a data-driven, interactive mapping platform that allows you to create planning scenarios that reflect local priorities and assess potential impacts on flood risks in real time. We can include local data and layers from the City of Schertz, such as current development projects, to interact with. We invite those interested from the City of Schertz who play a part in developing the future of the City to attend this virtual workshop. We are also offering AICP and CFM credits for those in attendance. For more information, registration (this is a free event), or if you have any questions please contact Dana Snyder at [dana.snyder@tamu.edu](mailto:dana.snyder@tamu.edu), or Amanda Ashcroft at [Amanda.Ashcroft@tamu.edu](mailto:Amanda.Ashcroft@tamu.edu).

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

No announcements or recognitions were provided.

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

No announcements or recognitions were provided.

## Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person is limited to 3 minutes, and we ask before addressing the Council, for the record, please state your name and address. Mayor Gutierrez read the five rules that were on the overhead. FOR THE RECORD PLEASE STATE YOUR NAME AND ADDRESS.

Mayor Gutierrez and Mayor Pro-Tem Scott recognized the following who spoke:

- Mr. Leonard Moore, 1635 N. Santa Clara, Santa Clara ,Tx who spoke regarding the police, Zekee case, and use of force.
- Ms. Mandy Moore, 1635 N. Santa Clara, Santa Clara, Tx who spoke regarding Zekee Rayford case and again wanting a back and forth dialogue with Council. (After Ms. Moore spoke, Councilmember Scagliola & Heyward explained the rules of conduct and the open meetings act and why the Council can not have a back and forth conversation/dialogue.
- Mr. Richard Elder, 4317 Willow Oak, Schertz, Tx who provided a PowerPoint presentation addressing Council regarding concerns he had regarding registering for COVID-19 vaccinations.

## 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.

Mayor Gutierrez read the following items into record:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of the regular meeting of January 5, 2021. (B. Dennis)
2. **Resolution No. 21-R-04** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing expenditures in excess of \$50,000 with Master Meter over the term of the proposed contract. (B. James, J. Walters)
3. **Ordinance No. 21-S-01** - Consideration, and/or action approving a request to rezone approximately 10.5 acres of land from Planned Development District (PDD) to Planned Development District (PDD), generally located southeast of the intersection between Hallie Chase and Hallie Loop, more specifically described as Hallie's Cove Subdivision Units 4A and 4B, City of Schertz, Bexar County, Texas. ***Final Reading*** (B. James/L. Wood/N. Koplyay)

Moved by Councilmember Allison Heyward, seconded by Councilmember Michael Dahle to approve consent agenda items 1 through 3.

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

Passed

## **Roll Call Vote Confirmation**

## **Workshop**

- 4. Workshop Discussion and Update (Ordinance 20-H-18)** - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long/S. Hall)

Mayor Gutierrez recognized Emergency Management Coordinator Summer Hall who provided a PowerPoint presentation on the COVID virus and EOC activities addressing questions from Council. Ms Summer also in the presentation provided information regarding the vaccination update and the City of Schertz being a vaccine provider. Ms. Hall addressed questions from Council. Ms. Hall indicated that all this information will be made available on the city's website. Information can be found on the City's website.

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

Mayor Gutierrez mentioned agenda item 5 that information was provided in Council packets as well as can be found on the City Website.

- 5. Monthly update** - on major projects in progress/CIP. (B. James/K. Woodlee)

## **Requests and Announcements**

- Announcements by the City Manager.

Mayor Gutierrez recognized City Manager Dr. Mark Browne who thanked Chief Long and Summer Hall for getting the vaccines that were made available from the County dispersed. Great job and the clinic went very well. Mayor Gutierrez also thanked all those involved.

- Requests by Mayor and Councilmembers for updates or information from staff. No requests given.

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

Mayor Gutierrez recognized the following members of Councilmember Scagliola who stated a while back the Departmental updates, he would like to see these continue again.

- 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 the following members of Council:

Councilmember Whittaker - Stated she attended her first TIRZ Board meeting.

Councilmember Dahle - attended ribbon cutting event Schertz Auto, TIRZ Board meeting

Councilmember Scagliola - attended Schertz Auto ribbon cutting event, and a Chamber Plaque presentation

Councilmember Heyward - attended Schertz Auto ribbon cutting event, Guadalupe County Zoom meeting regarding Drug Awareness.

## **Adjournment**

Mayor Gutierrez adjourned the meeting at 6:56 p.m.

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

## CITY COUNCIL MEMORANDUM

**City Council Meeting:** January 26, 2021  
**Department:** City Secretary  
**Subject:** Resolution 21-R-08 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an agreement for Management Services between the City of Schertz and the Schertz/Seguin Local Government Corporation (SSLGC) and other matters in connection therewith.

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### BACKGROUND

SSLGC, the City of Schertz, and the City of Seguin worked to make substantial changes to the Agreement for Management Services between SSLGC, the City of Schertz, and the City of Seguin. These changes are a result of the continued transition of SSLGC to a single entity that functions more autonomously from the Corporation's owner cities (Schertz and Seguin). The revised agreement was presented and approved at the August 20, 2020, SSLGC monthly board meeting by the Board of Directors. After the initial SSLGC board approval, the City of Schertz' attorney recommended modifications to the agreement, including the agreement's structure, to address liability concerns related to protecting the City in regard to labor laws. Further, there are concerns that in the new agreement, Schertz is ceding too much employment authority to SSLGC while still retaining full liability for the General Manager and Assistant General Manager for which the City of Schertz is the employer of record for these two positions.

At the SSLGC monthly board meeting on September 17, 2020, the SSLGC Board of Directors rescinded their prior approval of the MSA presented and accepted an extension of the current Management Services Agreement with the City of Schertz through December 31, 2020. Then, at the SSLGC monthly board meeting on November 19, 2020, the SSLGC Board of Directors excepted an additional extension to the current Management Services Agreement extending to January 31, 2021. During this extension period, the SSLGC Executive Committee worked through further modifications to the management services agreements related to SSLGC.

Services provided under this MSA are subject to oversight by the SSLGC Board, SSLGC General Manager, and City Management.

Term of the agreement is January 1, 2021, through September 30, 2022, unless otherwise renewed or extended at the discretion of both parties

### GOAL

To approve the Management Services Agreement.

### COMMUNITY BENEFIT



In addition to helping ensure SSLGC maintains compliance with state/local law, through this MSA, Schertz is controlling costs which would impact tax rates and fees passed along to Schertz Residents, as well as maintaining our partnership with SSLGC

## **SUMMARY OF RECOMMENDED ACTION**

Staff recommends council approve Resolution 21-R-08

## **FISCAL IMPACT**

SSLGC will reimburse the City of Schertz for actual cost incurred as a result of this agreement.

## **RECOMMENDATION**

Staff recommends council approve Resolution 21-R-08

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### **Attachments**

SSLGC Joint Services  
Resolution 21-R-08

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AGREEMENT FOR MANAGEMENT SERVICES  
BETWEEN THE CITY OF SCHERTZ, CITY OF SEGUIN AND  
THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION

**THE STATE OF TEXAS**                    **X**  
   **X**        **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF GUADALUPE**           **X**

THIS SERVICES AGREEMENT, effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **City of Schertz**, a municipal corporation, situated in Guadalupe, Comal and Bexar County, Texas, acting by and through its City Manager, (hereinafter referred to as "Schertz"); by and between the **City of Seguin**, a municipal corporation, situated in Guadalupe County, Texas, acting by and through its City Manager, (hereinafter referred to as "Seguin") and the **Schertz-Seguin Local Government Corporation** (hereinafter referred to as the "SSLGC" or the "Corporation") acting by and through its President and in accordance with Subchapter D of the Texas Transportation Corporation Act, Chapter 394 of the Texas Local Government Code, and the Texas Non-profit Corporations Act:

**WHEREAS**, a local government corporation may be created to aid and act on behalf of one or more local governments to accomplish any governmental purpose of those local governments; and

**WHEREAS**, the City of Seguin and the City of Schertz created the SSLGC to develop and operate a public water supply system; and

**WHEREAS**, a local government corporation may contract with a political subdivision of this state in the manner and to the same extent as any other corporation; and

**WHEREAS**, a state agency, including the commission, or a political subdivision may contract with a local government corporation to accomplish a governmental purpose of the sponsoring local government

**WHEREAS**, the City of Seguin, the City of Schertz, and the SSLGC have entered into a Cost Allocation Agreement Relating to the Guadalupe Project.

**WHEREAS**, the City of Seguin, the City of Schertz, and the SSLGC have entered into a Tri-Lateral Agreement Relating to Water Sales.

**WHEREAS**, the City of Seguin, the City of Schertz, and the Schertz/Seguin Local Government Corporation desire that the SSLGC contract with the City of Schertz for the services of a General Manager and an Assistant General Manager, to implement, administer, and carry out the duties required for the operations of the public water systems owned by SSLGC; and, that the SSLGC contract with the City of Seguin for the remainder of the employees utilized by the SSLGC and for general accounting services for the SSLGC.

## **WITNESSETH:**

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

### **I. PURPOSE**

It is the express purpose of this contract to have the SSLGC General Manager implement, administer, and carry out the duties required for the operations of the public water systems owned by SSLGC. Seguin's and Schertz's services under this agreement are subject to lawful oversight and direction by the SSLGC Board and the SSLGC General Manager. In performing its duties under this agreement, Seguin and Schertz shall act for the lawful benefit of SSLGC and not of any individual participant in the project.

### **II. EFFECTIVE DATE AND TERM**

Subject to early termination as provided in Article IX below, this agreement shall be in effect for a period of twenty-one (21) months commencing **January 1, 2021** and ending **SEPTEMBER 30, 2022** unless otherwise renewed or extended at the discretion of both parties.

### **III. DUTIES AND RESPONSIBILITIES**

#### **A. SEGUIN**

Seguin agrees to provide financial, human resource, information technology, and administrative services to SSLGC according to the terms of this Agreement. For the purpose of this contract, the SSLGC General Manager shall be charged with the responsibility of carrying out SSLGC's operations and program as adopted by the Board. Direct services Seguin shall perform for SSLGC shall include, but not be limited to:

1. Providing all necessary accounting and financial management through Seguin's Finance Department for the SSLGC Budget.
2. Providing all personnel administration services for all employees except the General Manager and Assistant General Manager. The General Manager shall be responsible for hiring, evaluation, and/or termination of personnel, who shall be City of Seguin employees; assigned to SSLGC; and subject to all personnel policies thereof. Seguin agrees the General Manager and Assistant General Manager of SSLGC shall be employees of Schertz, however, shall be assigned to SSLGC and shall be charged with the responsibility of carrying out SSLGC's management, operations, and programs as adopted by the SSLGC Board. Seguin agrees the General Manager may be hired/terminated as an employee by a 2/3 majority vote of the entire SSLGC Board, but as long as this Agreement remains in effect, the SSLGC Board shall consult with the Cities of Schertz and Seguin prior to

hiring/terminating the General Manager. In addition, the General Manager will receive annual performance evaluations from the SSLGC Board and may be subject to certain disciplinary action directed by the SSLGC Board subject to Schertz administrative process. The General Manager's salary, to include cost of living/merit increases, shall be set by the SSLGC Board and all adjustments approved by the SSLGC Board. The General Manager shall recommend pay scales and salary changes to include but not limited to cost of living/merit increases for all SSLGC positions to the SSLGC Board for approval.

The SSLGC Board shall establish an annual holiday schedule for all positions serving the Corporation.

3. The City of Seguin Finance Department will work with the Staff to keep complete and current books and records of all SSLGC activities and provide SSLGC quarterly reports of its revenues, expenses and fund balance as requested.

The Staff will continue to revise, as needed, the internal tracking system for all of the SSLGC's operating and project contracts to ensure requests for payment are recorded and contract amounts are not exceeded.

4. Providing IT support for SSLGC office and personnel as required.
5. Providing risk management administration services in accordance with the requirements of SSLGC's bond resolution, the water supply agreement with the Cities of Schertz and Seguin, property and liability insurance, terms of this agreement, and directives of the Board.
6. Include the General Manager and Assistant General Manager (City of Schertz employees) on the City of Seguin's authorized purchasing list for SSLGC purchases only.
7. Seguin acknowledges that the SSLGC General Manager is responsible for supervision and leadership of all SSLGC Staff. He/She will develop, with Board approval, an organization chart and lines of responsibility for all leadership positions to include but not be limited to an Assistant General Manager, Operations Manager and Water Superintendent for the efficient and appropriate operations of the Corporation. These positions and/or others not named here shall be filled or left vacant by the General Manager as they see fit with the approval of the SSLGC Board.
8. The General Manager will perform the annual review process of all SSLGC Operations Personnel, be informed of; concur with any personnel actions; and provide for the annual review of the Assistant General Manager, Operations Manager and Administrative Staff.

## **B. SCHERTZ**

Schertz agrees to provide General Manager and Assistant General Manager staffing for administrative and program support (hereinafter referred to as the "Staff") to the SSLGC as requested by the Board of Directors of the SSLGC (hereinafter referred to as the "Board"). During

the term of this Agreement, the General Manager, as retained by Schertz with the consent of SSLGC and the City of Seguin, shall serve as General Manager of SSLGC as described in the SSLGC Bylaws (herein referred to as Bylaws). Direct services Schertz shall perform for SSLGC shall include, but not be limited to:

1. The General Manager will be responsible to implement, administer, and carry out the duties required for the operation of the public water systems owned by the SSLGC. Follow the provisions of the Bylaws, which are incorporated herein by reference, as may be amended from time to time, as closely as possible to ensure the SSLGC's efforts are in line with the evolving water procurement and conservation needs of the Schertz/Seguin communities and SSLGC customers. Along with the City of Seguin, provide professional development and succession planning training to the General Manager to enable them to provide long term strategic leadership to SSLGC. General Manager services under this agreement are subject to input from Schertz and Seguin regarding appropriate oversight and direction, from the SSLGC Board. All contracts and management decisions affecting SSLGC will require SSLGC approval and will be governed by the terms of this Agreement. In performing its duties under this Agreement, the General Manager shall act for the benefit of SSLGC and not of any individual City.
2. Consistent with the Bylaws, the General Manager of SSLGC shall recommend policies and procedures to the Board for adoption by the Corporation as needed, including financial, accounting, and purchasing policies and procedures. Unless otherwise stipulated, the Staff shall follow the policies and procedures of the City of Seguin's Department of Finance when conducting SSLGC financial business. The policies and procedures of the SSLGC Purchasing Policy shall be followed as closely as is feasible for any SSLGC project, except in cases where it is more advantageous to follow other permissible state law regarding bids and purchases for local government corporations.
3. The General Manager shall negotiate, administer and monitor all contracts on behalf of SSLGC with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks. The City's Internal Auditor as selected by the SSLGC Board shall conduct an annual review of this Agreement.
4. The General Manager shall prepare a budget for the forthcoming year for review and final approval by the Board and both City Councils.
5. The General Manager will provide sufficient support staff for the operation of SSLGC programs. Schertz shall be responsible for the hiring, evaluation with SSLGC input, and/or termination of personnel, who shall be City of Schertz employees and subject to all personnel policies thereof. Schertz will serve as the employer of record for the General Manager and the Assistant General Manager. The General Manager and Assistant General Manager shall be considered Schertz employees for the purposes of payroll disbursement and all fringe benefits,

including retirement, medical and life insurance, vacations, sick leave, holidays, and any other benefits normally extended to Schertz and Seguin employees. Costs incurred by Schertz for these benefits, and all salary for these two positions will be reimbursed by the SSLGC. The foregoing notwithstanding, Schertz may only hire, evaluate and/or terminate the employee who will provide General Manager services under this Agreement with the concurring vote of 2/3 of the entire board of directors of SSLGC.

6. The General Manager shall maintain records of SSLGC activities in accordance with the same state-mandated records retention schedule that is followed by Schertz.
7. The General Manager shall provide information on local, state, and federal permit and licensing requirements and act as a liaison between the SSLGC and other Schertz and Seguin departments.

### **III. COMPENSATION**

- A. Seguin. To compensate Seguin for the costs it will incur to perform the services described in this Agreement, SSLGC will reimburse Seguin the actual expenditures incurred, with the exception of Finance, HR and IT services, which will be a set annual fee paid quarterly, all not to exceed the SSLGC fiscal year 2020-2021 budgeted amounts.
- B. Schertz. To compensate Schertz for the costs it will incur to perform the services described in this Agreement, SSLGC will reimburse Schertz the actual expenditures incurred, all not to exceed the SSLGC fiscal year 2020-2021 budgeted amounts.
- C. Additional funding. Seguin and Schertz will have the right at any time during a fiscal year to seek additional reimbursement if the Cities reasonably determines that the budgeted amount is inadequate to compensate for the costs they incur on behalf of SSLGC in providing services under this agreement. Projected cash shortages resulting from unplanned costs related to the services to be provided under this agreement will be brought to the immediate attention of the SSLGC Board.

### **IV. RIGHT TO AUDIT**

SSLGC Board or General Manager will have the right during normal business hours upon three business days' prior written notice, to audit, examine, or reproduce any or all books and records of Seguin and Schertz related to the performance of its duties under this agreement.

### **V. NOTICE**

**SSLGC**  
**108 W. Mountain Street**  
**Seguin, Texas 78155**  
**(And designated as the location of the SSLGC Administrative Office)**

**CITY OF SEGUIN**  
**205 N River St**  
**Seguin, Texas 78155**

**CITY OF SCHERTZ**  
**1400 Schertz Parkway**  
**Schertz, Texas 78154**

## **VI. TERMINATION**

A. Generally. This Agreement may be terminated by Seguin, Schertz or SSLGC, in whole, or from time to time, in part, whenever such termination is determined by the Board or the Cities' Governing Body, as the case may be, to be in the best interest of SSLGC or the City. Termination will be effective ninety (90) days after delivery of Notice of Termination specifying to what extent performance or work under the Agreement has been terminated and specifying that the Agreement shall be terminated ninety (90) days after receipt by the notified party.

B. After receipt of a Notice of Termination Seguin and/or Schertz shall:

1. Stop work on the date as specified in the Notice of Termination to extent possible.
2. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.
4. SSLGC shall pay expenses incurred through the date of termination.

## **VII. DISPUTE RESOLUTION**

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between designated representatives of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to litigation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute

through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of mediation shall be assessed equally between the Parties with each party bearing their own costs for attorneys' fees, experts, and other costs of mediation and any ensuing litigation.

### **VIII. LIMITATION OF LIABILITY**

The Cities of Seguin and Schertz shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the SSLGC in connection with this Agreement, and the SSLGC covenants and agrees, to the extent permitted by law, that the SSLGC shall be solely responsible, as between the SSLGC and the Cities of Schertz and Seguin for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the SSLGC or its respective contracted employees for whom Schertz is not the employer of record, agents, representatives, or assigns, in connection therewith.

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 City nor the SSLGC 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 trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

### **IX. OFFICIALS NOT TO BENEFIT**

No public official of the governing bodies of Seguin; Schertz; or SSLGC who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the Agreement which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this Agreement or proceeds thereof.

### **X. AGREEMENT:**

**This Agreement shall constitute the sole agreement between the Cities of Seguin, Schertz, and SSLGC relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.**



WITNESS our hands to this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SSLGC**

**CITY**

SCHERTZ/SEGUIN LOCAL  
GOVERNMENT CORPORATION  
108 W Mountain St  
Seguin, Texas 78155

CITY OF SEGUIN, TEXAS  
205 N River St  
Seguin, Texas 78155

\_\_\_\_\_  
Amber Beard, General Manager

\_\_\_\_\_  
Steve Parker , City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary/Treasurer

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

**CITY OF SCHERTZ**  
**1400 Schertz Parkway**  
**Schertz, Texas 78154**

\_\_\_\_\_  
Dr. Mark Browne, City Manager

ATTEST:

\_\_\_\_\_  
Brenda Dennis, City Secretary

## **RESOLUTION NO. 21-R-08**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF SCHERTZ AND THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City staff of the City of Schertz (the “City”) and the Schertz/Seguin Local Government (“SSLGC”) have determined that the SSLGC requires management services relating to managing the daily operations of the SSLGC; and

WHEREAS, City staff has determined that the City is qualified to provide such services for the SSLGC; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with SSLGC pursuant to the Agreement for Management Services Between the City of Schertz and the Schertz/Seguin Local Government Corporation attached hereto as Exhibit A (the “Agreement”).

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with SSLGC 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 26th day of January, 2021.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A**

**AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF  
SCHERTZ AND THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION**

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** January 26, 2021  
**Department:** Executive Team  
**Subject:** Resolution No. 21-R-09 - Consideration and/or action approving a Resolution authorizing the seventh amendment to the Interlocal Agreement with the Alamo Area Council of Governments (AACOG) to provide funding in the amount of \$42,666 for transit services in the City of Schertz. (M. Browne/B. James)

---

**BACKGROUND**

Schertz's residents benefit from access to ART (Alamo Regional Transit), the demand-response transit service operated by the Alamo Area Council of Governments (AACOG). ART makes it possible for the residents that use this service to be independent and improves their quality of life. Schertz and AACOG entered into an interlocal agreement for AACOG to provide the ART service in 2013. The agreement is amended annually to establish Schertz' financial contribution for the upcoming year. A match of \$42,666 is required this year, the same as the last two years. In addition to the on demand response service, this year ART began a one a week fixed route. The route runs on Tuesdays and serves Schertz and Cibolo. Ridership has been disrupted this past year due to COVID. Representatives from AACOG presented and overview of the program, including impact of COVID and potential changes to the Transportation Safety Advisory Committee (TSAC) at their November 2020 meeting.

**GOAL**

Enter into the agreement with AACOG for the ART service to provide transportation service for Schertz residents.

**COMMUNITY BENEFIT**

Allow Schertz residents to use this transportation service to improve their quality of life.

**SUMMARY OF RECOMMENDED ACTION**

Approval of Resolution 21-R-09 authorizing the City Manager to enter into this seventh amendment to the interlocal agreement with AACOG for ART service.

**FISCAL IMPACT**

Schertz' match will be \$42,666 which has been budgeted.

**RECOMMENDATION**

Approval of Resolution 21-R-09.

---

**Attachments**

Res 21 R 09  
seventh amendment ILA  
Presentation to TSAC

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**RESOLUTION NO. 21-R-09**

**A RESOLUTION BY THE CITY COUNCIL AUTHORIZING A SEVENTH AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE ALAMO AREA COUNCIL OF GOVERNMENTS (AACOG) TO PROVIDE FUNDING IN THE AMOUNT OF \$42,666.00 FOR TRANSIT SERVICES IN THE CITY OF SCHERTZ.**

WHEREAS the Alamo Area Council of Governments (AACOG) has been providing transit services to Schertz through the ART program, and

WHEREAS in 2013 the City entered into an agreement with AACOG to provide demand response transit services, and

WHEREAS, VIA Metropolitan Transit is the designated recipient for Urban Funds which can be used to support this program, and

WHEREAS a local match of \$42,666.00 is required for the 2020-2021 Fiscal Year,

WHEREAS AACOG has been designated by VIA as the recipient of funds to continue to provide transit services,

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

Section 1. The City Council desires to enter into a third amended agreement with AACOG to provide a match of \$42,666.00 to allow the Alamo Area Council of Governments (AACOG) to continue to provide this transportation service per the agreement attached as per 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 26<sup>th</sup> day of January, 2021.

CITY OF SCHERTZ, TEXAS

---

Mayor, Ralph Gutierrez

ATTEST:

---

City Secretary, Brenda Dennis

(CITY SEAL)



**Exhibit A**

Seventh Amendment to the Agreement with AACOG

ILA-20-210-ART-Schertz-UZA-Amend

**AMENDMENT TO INTERLOCAL AGREEMENT FOR**  
**City of Schertz Demand-response Route**

This amendment to the Interlocal Agreement for City of Schertz Demand-response Route (the "Agreement") is hereby entered into by and between the **City of Schertz** (the "City") and the **Alamo Area Council of Governments** ("AACOG"), to be effective October 1, 2020.

WITNESSETH:

WHEREAS, the City and AACOG entered into that certain interlocal agreement ("the Agreement"), dated October 1, 2013 in which the City agreed to provide a matching fund payment for demand-response services to AACOG and AACOG agreed to provide demand-response public transportation for the City; and

WHEREAS, the parties desire to amend and revise the Agreement as hereinafter set forth.

NOW, THEREFORE, the parties by mutually executing this Amendment, agree that the Agreement is amended as follows:

1. Add to Section 4.1 a subsection "a" to read as follows: "a. The City's Financial Contribution for Fiscal Year 2021 shall be \$42,666"

IT IS HEREBY AGREED BY THE PARTIES HERETO that with the exception of those terms and conditions specifically modified and amended herein, the herein referenced Interlocal Agreement shall remain in full force and effect in all its terms and conditions.

**EXECUTED** the day and year first above written.

**CITY OF SCHERTZ:**

**ALAMO AREA COUNCIL OF  
GOVERNMENTS:**

By: \_\_\_\_\_  
Mark Browne  
City Manager

DocuSigned by:  
By: Diane Rath  
Diane Rath  
Executive Director

Date: \_\_\_\_\_

Date: 9/8/2020

# SCHERTZ UZA DATA

*presented to*

**City of Schertz**

*presented by*

**Sean Scott**

Transportation Director

# ALAMO REGIONAL TRANSIT

## PERFORMANCE DASHBOARD

### FY Comparison



### Cost Per Mile



### Cost Per Hour



### Preventable Accidents per 100,000 Miles



### Complaints per 100,000 Miles

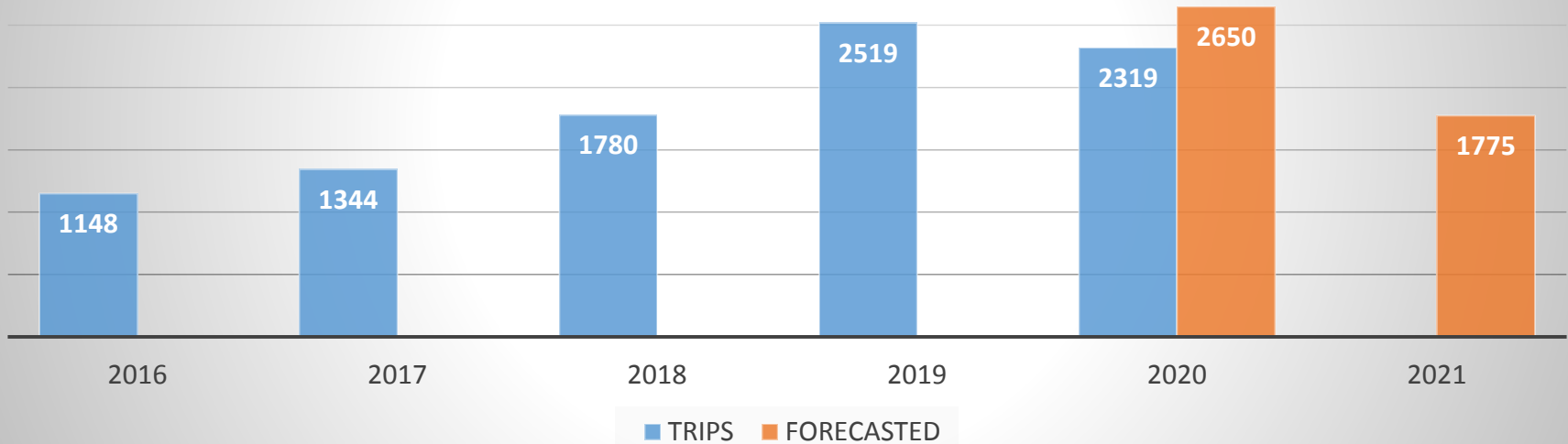


### FY Operating Expenses



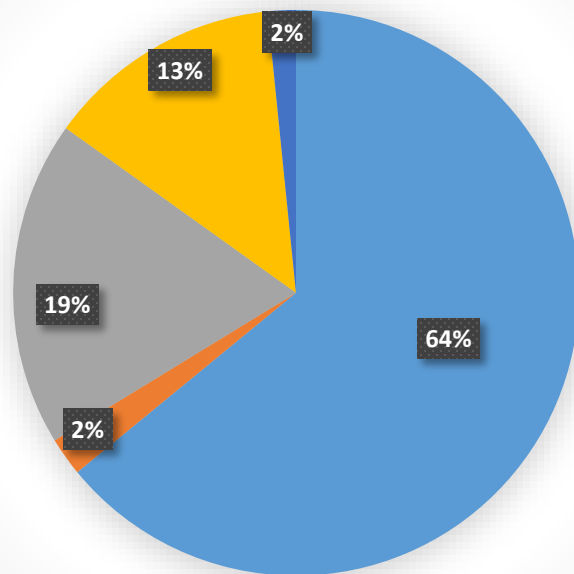
# SCHERTZ UZA DATA

## SCHERTZ TRIPS BY FISCAL YEAR 2016-2021 FORECAST



# SCHERTZ UZA DATA

TRIP PURPOSE



■ MEDICAL ■ SENIOR ■ OTHER ■ Shopping ■ WORK

# SCHERTZ UZA DATA

- COVID-19 AFFECTS ON TRANSPORTATION

- Spacing and capacity on buses reduced to 50%

- Pick-up and drop-off locations limited due to availability of clinics, senior centers, nursing facilities, etc.

- Additional costs in purchasing PPE for driver and client safety

- Additional cleaning and sanitizing of buses added to regular service hours

- Mandate masks be worn on vehicles to continue safety for clients and increase some efficiencies

# SCHERTZ UZA DATA

- FUTURE IMPROVEMENTS

- Add more days and stops to current Schertz/Cibolo route

- Future connector routes:

- I-35 from Randolph Park-n-Ride to New Braunfels

- Hwy 46 from Seguin to New Braunfels

- FM78 from Seguin to Converse



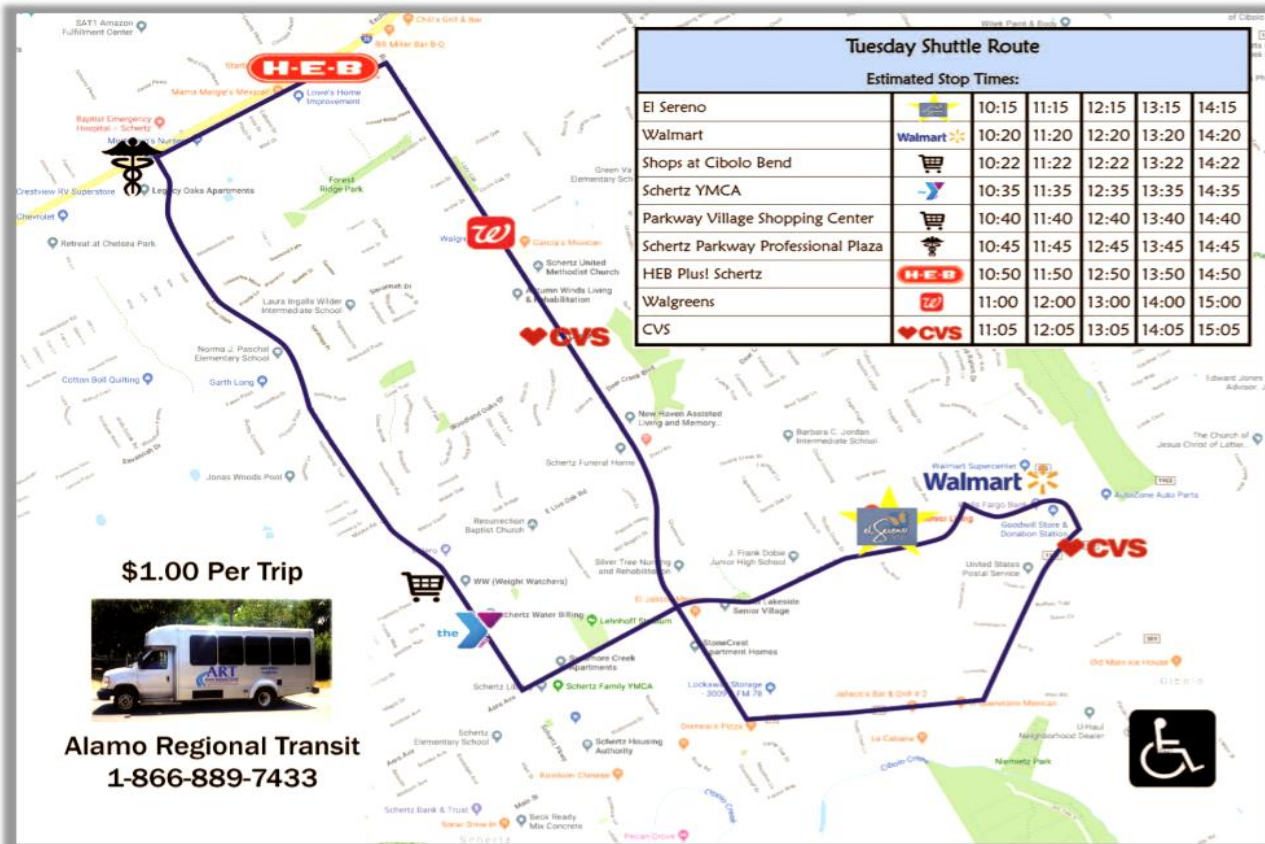
# SCHERTZ UZA DATA

- Schertz is 11% of UZA Total Trip Volume for FY 2020
  - UZA Service Total hours are 14,283 hours
  - $14,283 \text{ hrs} \times 11\% = 1,571 \text{ service hrs for Schertz}$
  - $1,571 \text{ service hrs} \times \$54.17 \text{ per hour (ART's cost per hour)}$
  - \$85,111 in Operating Costs for the City of Schertz
  - Match Requirement for City of Schertz is \$42,555
- ART has requested that the funding for FY 21 remain the same as FY 20

# SCHERTZ UZA DATA

- **Connect Cibolo – Schertz Pilot Project**
  - Route Stops: El Sereno Senior Living (Cibolo), Wal-Mart, Shops at Cibolo Bend, CVS (Cibolo), Schertz YMCA, Parkway Village Shopping Center, Schertz Parkway Professional Plaza, HEB Plus!, Walgreens (Schertz), and CVS (Schertz)
  - Route Deviations are available upon request, handled like a Demand Response trip
  - FY 2020 Ridership: 606 Passengers
- Pilot project at no cost to the cities and not counted in total ridership for each city
  - FY 2021 route will be improved with days/stops added, no additional cost to the cities but ridership will be counted for overall efficiencies

# SCHERTZ UZA DATA



**Questions?**

**Sean Scott**

**[sscott@aacog.com](mailto:sscott@aacog.com)**

**210-362-5303**

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** January 26, 2021  
**Department:** Finance  
**Subject:** Resolution No. 21-R-10 - Consideration and/or action approving a Resolution authorizing and approving the Investment policy and Investment Brokers and other matters in connection therewith. (B. James/J. Walters)

---

**BACKGROUND**

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

The Investment Policy requires an annual review of the policy. After reviewing the policy, applicable statutes, and the current economic environment, the Investment Advisory Committee has recommended no changes to the current policy and strategy.

**GOAL**

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

**COMMUNITY BENEFIT**

Ensuring the City has a sound investment policy in line with State law.

**SUMMARY OF RECOMMENDED ACTION**

Approval of the Investment Policy.

**FISCAL IMPACT**

There will not be any fiscal impact.

**RECOMMENDATION**

The Investment Committee recommends approval of Resolution No. 21-R-10

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**Attachments**

Resolution  
Exhibit A  
Exhibit B

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## **RESOLUTION NO. 21-R-10**

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 26th day of January, 2021.

CITY OF SCHERTZ, TEXAS

---

Mayor, Ralph Gutierrez

ATTEST:

---

City Secretary, Brenda Dennis

(CITY SEAL)





**CITY OF SCHERTZ, TEXAS  
INVESTMENT POLICY**

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## **I. INVESTMENT SCOPE**

### **General Statement**

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

### **Funds Included**

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

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

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

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

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

### **Funds Excluded**

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

## **II. INVESTMENT OBJECTIVES**

### **General Statement**

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

## **Safety**

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

## **Liquidity**

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

## **Diversification**

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

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

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

## **Yield**

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

The City must invest its portfolios in eligible investments that yield the highest possible rate of return while providing the necessary protection of the principal. The City seeks to optimize return on investments in all portfolios. The average minimum rate of return for the entire portfolio, excluding funds needed for current obligations, must be at least equal to a no default risk rate of return indicator, such as the return on the three-month Treasury bill. If funds are subject to yield restrictions due to federal arbitrage regulations, those funds are excluded from the yield calculation.

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

### **Public Trust**

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

### **Portfolio Management**

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

### **Investment Strategy**

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

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

## **III. INVESTMENT RESPONSIBILITY AND CONTROL**

### **City's Investment Officers**

In accordance with Section 2256.005 of the Act, the Investment Officers for the City include the City Manager, the Assistant City Managers, the Executive Director of Economic Development, the Finance Director, and the Assistant Finance Director. The Finance Director is

the primary manager of City investment portfolios, and shall develop and maintain written administrative procedures for the operation of the investment program, consistent with this Policy, including the following:

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

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

- (1) The Investment officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- (2) Funds received by the investment officer from the business organization exceed 10% of the investment officer's gross income for the previous year or;
- (3) The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.
- (4) The City Manager and Investment Officers must file a statement with the City Council and Texas Ethics to disclose any personal business relationships within two levels of blood or marriage with an organization seeking to sell an investment to the City.

### **Selecting and Processing Investments**

The Investment Officers review the composition of the current portfolio and determines whether the securities under consideration maintain the portfolio within the guidelines established by this Policy, subchapter A of the Act, and all federal, state, and local statutes, rules



or regulations. The Investment Officers approve the wire transfer form authorizing the transfer of funds for a specific investment transaction.

### **Documenting Investments and Providing Details**

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

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

### **Developing Cash Flow Projections for All Portfolios**

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

### **Monitoring Investment Performance**

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

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

### **Reconciling Investment Records and General Ledger**

The City Manager, Finance Director, and Investment Officers prepare a monthly report that includes information such as identifying investments at par value, identifying CUSIP number, disclosing the premium or discount, and the interest purchased for the City's investments. The report includes monthly and year-to-date interest accruals and amortization/accretion of premium/discount. This report should reconcile to the investment accounts in the General Ledger.

### **Allocating Interest Revenue**

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

### **Providing Revenue Estimates for All Portfolios**

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

### **Prudence**

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

### **Liability of City Manager, Finance Director, and Investment Officers**

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

## **IV. INVESTMENT REPORTING**

### **Quarterly Report**

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

- (1) describe in detail the investment position of the City on the date of the report;
- (2) be prepared jointly by all investment officers of the City;

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

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

If the City invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

### **Investment Advisory Committee**

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

## **Annual Review**

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

## **Investment Training**

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

## **Notification of Investment Changes or Defaults**

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

## **Compliance Audit**

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

# **V. INVESTMENT INSTRUMENTS**

## **Authorized Investment Instruments**

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

- (1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- (2) Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency of instrumentality of the United States;

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

- (B) Is rated not less than A-1, P-1, or the equivalent by at least
    - (1) Two nationally recognized credit rating agencies; or
    - (2) One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof;
  - (C) For commercial paper with maturity of over 90 days, monthly credit checks will be conducted on the issuer to determine risk and to take appropriate steps to protect the investment
- (7) Fully collateralized direct repurchase agreements having a defined termination date, secured by obligations described by subdivision (1) of this subsection, pledged to the City, held in the City's name, and deposited at the time the investment is made with a third party selected and approved by the City, and placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State;
- (8) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under the Act in a guaranteed investment contract with a term of longer than five years from date of issuance of the bonds; to be eligible as an authorized investment
- (A) The City Council must specifically authorize guaranteed investment contracts as an eligible investment in the ordinance or resolution authorizing the issuance of bonds;
  - (B) The City must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
  - (C) The City must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
  - (D) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

(E) The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

(9) Interest bearing bank deposits insured by the FDIC or National Credit Union Share Insurance Fund, and shared deposit programs, are authorized investments.

In addition to the investments described by items (1) - (11) above, the City may invest funds under its control in eligible public funds investment pools as permitted under the Act. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

In addition to the investments described by items (1) - (11) above, the City may, in accordance with the Act, purchase, sell, and invest funds, after receiving a prospectus and other information required by the SEC, under its control in an SEC-regulated, no-load money market mutual fund with a dollar-weighted average stated maturity of 60 days and whose investment objectives include seeking to maintain a stable net asset value of \$1 per share and must comply with SEC Rule 2a-7, or a no-load mutual fund which is registered with the SEC, has an average weighted maturity of less than two years, is invested exclusively in obligations approved by the Act, is continuously rated as investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent and conforms to the requirements set forth in Sections 2256.016(b) and (c) of the Act relating to the eligibility of investment pools to receive and invest funds of the City. The City shall not (i) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service in mutual funds as described by the Act; (ii) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described by the Act; or (iii) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service in any one mutual fund described by the Act in an amount that exceeds 10% of the total assets of the mutual fund.

## **VI. INVESTMENT INSTITUTIONS**

### **Selection of Bank and Securities Dealers**

Any business organization offering to engage in an investment transaction must be given a copy of the entity's Investment Policy and must sign a certification that acknowledges they have received it and have implemented procedures to preclude imprudent transactions, and supply the City Manager, Finance Director, and Investment Officers with the information specified below. First, a broker/dealer must submit audited financial statements for the financial institution or broker/dealer. Second, a broker/dealer must provide evidence of appropriate registration by the qualified representative of the business organization as such terms are defined

in the Act. For bank dealers, this requires a statement from a senior bank official that the bank dealer is appropriately registered with its primary regulatory agency (the Office of the Comptroller of the Currency for National Banks) as a government securities dealer, municipal securities dealer, or both. For a securities firm, this requires a statement from a senior official that the firm is registered with the National Association of Securities Dealers. Finally, a broker/dealer must deliver a written statement, acceptable to the City, by the qualified representative, offering to engage in an investment transaction with the City, that they have received and thoroughly reviewed the Policy and acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the business organization that are not authorized by this Policy or the Public Funds Investment Act. The City Manager, Finance Director, and Investment Officers will recommend both primary and secondary securities dealers to the City Council for final approval. The City Manager, Finance Director and Investment Officers may not acquire or otherwise obtain any authorized investment described in this Policy from a person who has not delivered to the City the written statement required in this section.

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

### **Investment Management Firms**

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

## **VII. INVESTMENT COLLATERAL AND SAFEKEEPING**

### **Collateral or Insurance for Deposits**

The City Manager, Finance Director, and Investment Officers shall ensure that all deposited and invested City funds are, to the extent required, fully collateralized or insured consistent with federal and state law and the current bank depository contract in one or more of the following manners:

- (1) FDIC or National Credit Union Share coverage;
- (2) Obligations of the United States or its agencies and instrumentalities;
- (3) Direct obligations of the State of Texas or its agencies;
- (4) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities; or



- (5) Any other manner allowed by law.
- (6) Certificates of Deposits can be secured by an FHLB letter of credit.

### **Safekeeping**

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

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

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

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

### **Delivery vs. Payment**

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

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

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** January 26, 2021  
**Department:** Engineering  
**Subject:** Resolution 21-R-07 - Consideration and/or action approving a Resolution authorizing an amendment to the Professional Services Contract with Ford Engineering for the Elbel Storm Drain and Overlay Project to add signalization of the Westchester intersection to the project. (C. Kelm/K. Woodlee/J. Nowak)

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**BACKGROUND**

During the March 10, 2020 City Council meeting, Council approved Resolution 20-R-24 authorizing a Professional Services Agreement with Ford Engineering, Inc to design the Elbel Storm Drain and Overlay project. The resolution provided a not to exceed amount of \$133,000, which included the planned scope of work (\$121,316.87) and an additional allowance for some agreement amendments as needed to complete the design. The planned scope of work included installation of new storm drain inlets, installation of new storm drain piping, and a mill and overlay of the entire street surface.

Since approval of the resolution, Ford Engineering has nearly completed the project design (the plans are at 98%). A separate, earlier professional services effort conducted a traffic signal warrant analysis of some intersections, including the Westchester/Elbel intersection. The result of the warrant analysis of the Westchester/Elbel intersection showed that the intersection meets the pedestrian traffic signal warrant. Since the intersection meets this warrant, it is appropriate to install a traffic signal.

While the traffic signal could be installed at any time, including after the planned storm drain and overlay effort, it may be more prudent to incorporate the traffic signal installation into the storm drain and overlay project. By incorporating the traffic signal installation into the current project effort, signalization for the Westchester/Elbel intersection can occur more quickly than if the signalization were undertaken as a separate project.

The overall change with this addition to add signalization of the Westchester intersection to the project, is expected to increase the contract cost by \$20,430.

**GOAL**

To obtain authorization from City Council to execute an amendment to the Professional Services Agreement with Ford Engineering to add traffic signal design and construction for the Westchester/Elbel intersection to the Elbel Storm Drain and Overlay Project.

**COMMUNITY BENEFIT**

Adding the Westchester/Elbel traffic signal to the Elbel Storm Drain and Overlay project will allow the traffic signal at the intersection to be installed more quickly. The addition of the traffic signal to the intersection will improve pedestrian access across Elbel to Samuel Clemens High School. Signalization will also compliment the recently completed sidewalk along the east side of Westchester. The new traffic signal will replace the existing HAWK pedestrian crossing equipment and is expected to increase pedestrian safety.

## SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 21-R-07 authorizing an amendment to the Professional Services Contract with Ford Engineering for the Elbel Storm Drain and Overlay Project to add signalization of the Westchester intersection to the project, increasing the contract cost by \$20,430.

## FISCAL IMPACT

Funding for the proposed increase for the Professional Services Contract is available from bond sale proceeds authorized by Council for this purpose. Specifically the bond sale proceeds will come from project savings in the 2018 SPAM Rehabilitation project.

### Breakdown of Ford Engineering Services

	Authorized Amount	Resolution
Engineering and Design Services	\$121,316.87	20-R-24
Proposed Additional Professional Services	\$20,430.00	21-R-07
Professional Services Contingency	\$11,683.13	20-R-24
Total Authorized Ford Engineering Expenditures	\$153,430.00	

## RECOMMENDATION

Staff recommends approval of Resolution 21-R-07, authorizing the City Manager to execute and deliver the Amendment to the Agreement with Ford Engineering, Inc. in substantially the form set forth on Exhibit A and to execute further amendments as necessary not to exceed a total expenditure amount of \$153,430.00.

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### Attachments

Resolution 21-R-07

Exhibit A

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**RESOLUTION NO. 21-R-07**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FORD ENGINEERING, INC., TOTALING NO MORE THAN \$153,430, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE ELBEL STORM DRAIN AND OVERLAY PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, a traffic signal warrant analysis was conducted for the intersection of Westchester and Elbel; and

WHEREAS, this traffic sign warrant analysis found that the intersection of Westchester and Elbel meets the pedestrian traffic signal warrant; and

WHEREAS, the City of Schertz ( the “City”) is currently developing a drainage and overlay project for Elbel that includes the Westchester intersection in the project area and it would be beneficial to include the traffic signal design and installation in the project, and

WHEREAS, the City staff has determined that the City requires additional professional services relating to engineering and design services for the Elbel Storm Drain and Overlay Project that are not included in the original project agreement to add the traffic signal design; and

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

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

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

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the contract with Ford Engineering, Inc. in the amount of \$20,430; and

WHEREAS the City Council hereby authorizes the City Manager to execute and deliver the Amendment to the Agreement with Ford Engineering, Inc. in substantially the form set forth on Exhibit A and to execute further amendments as necessary not to exceed a total expenditure amount of \$153,430.00

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 Amendment to the Agreement with Ford Engineering, Inc. in substantially the form

set forth on Exhibit A and to execute further amendments as necessary not to exceed a total expenditure amount of \$153,430.00.

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

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

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

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

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

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

PASSED AND ADOPTED, this 26<sup>th</sup> day January, 2021.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Brenda Dennis, City Secretary

(CITY SEAL)

**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**

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

## Task Order

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

### 1. Background Data

- a. Effective Date of Task Order:
- b. Owner: City of Schertz
- c. Engineer: Ford Engineering
- d. Specific Project (title): Elbel Road – Storm Extension and Street overlay
- e. Specific Project (description): Amendment 1 – Traffic Signal Design – Westchester and Elbel Road

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference, and stated in the scope of services as set out in the attached letter of proposal:

- Final Design Phase (Exhibit A, Paragraph A1.03)

- B. Resident Project Representative (RPR) Services

***Does not apply.***

- C. Designing to a Construction Cost Limit

***Does not apply***

- D. Other Services

Engineer shall also provide the following services:

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



### 3. Additional Services

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

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

### 4. Owner's Responsibilities

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

### 5. Task Order Schedule

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

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish 1 digital review copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 4 work weeks of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 7 days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish 1 digital copy of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 5 days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish 1 digital copy of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 1 work weeks of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the	Within 7 days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related

	<b>draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.</b>	<b>documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.</b>

## 6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Preliminary and Final Design Phase (A1.02, A1.03)	\$930	Lump Sum
e. Other Services (see A1.08, and 2.D above)	\$19,500	Lump Sum
<b>TOTAL COMPENSATION (lines 1.a-h)</b>	<b>\$20,430</b>	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly rates

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

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

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

## 8. Other Modifications to Agreement and Exhibits:

## 9. Attachments:

a. Letter of Proposal date 1-11-2021

## 10. Other Documents Incorporated by Reference:

## 11. Terms and Conditions

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

The Effective Date of this Task Order is [ ].

OWNER:

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

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

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

ENGINEER:

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

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

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

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

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

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

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

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

---

### Task Order Form

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



# FORD ENGINEERING, INC

January 11, 2021

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

Attn: Mr. John Nowak, PE

Re: City of Schertz – On-Call Civil Engineering Services Agreement  
**Proposal – Elbel Road – Storm Extension and Street Overlay**  
**Amendment 1 – Traffic Signals Design at Westchester and Elbel Rd**

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

Our understanding of the scope of work is generally as follows: The City desires to add traffic signals to the intersection of Westchester and Elbel Road.

## **Project Scope**

Develop traffic signal design plans using the Texas Manual of Uniform Traffic Control Devices (Texas MUTCD) and the Texas Department of Transportation (TxDOT) design standards and specifications. The traffic signal design plan set will include all required plan sheets including general notes, existing and proposed pavement markings, existing utility layout, proposed traffic signal layout, electrical and conduit schedules, traffic signal elevations, and all required TxDOT design standards.

## **Design Phases**

It is anticipated that complete design of the project from the notice to proceed to the preparation of bid documents will require the addition of approximately 8 work weeks.

Final Design Phase – 8 work weeks

## **Engineering Fee**

Compensation for these services will be in the amount of **\$\$20,430.00**, which will cover all costs associated with the scope described above, as further detailed in the attached Project Work Plan and Fee Proposal Breakdowns.

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

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



# FORD ENGINEERING, INC

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

Sincerely,  
**FORD ENGINEERING INC.**

Mark B Hill, P.E.

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

PROJECT WORK PLAN AND FEE PROPOSAL BREAKDOWN

Project: Elbel Road - Storm Extension and Street Overlay - amendment 1  
Prime Consultant: Ford Engineering, Inc.  
Proposal Date: 1/11/2021  
Prepared By: Mark B Hill

	Principal	Project Engineer	EIT	Admin/Clerical	RPLS	Survey Tech	Survey Crew - 2 man		
	\$200.00	\$150.00	\$100.00	\$65.00	\$165.00	\$85.00	\$145.00		
TASK CODE AND DESCRIPTION	HOURS		HOURS	HOURS	HOURS	HOURS		TASK HOURS	TASK / PHASE FEE
Design	1		0	2	0	0	0	7	\$930.00
01. Project Management and General Items									
01.010. Project Mgmt	1	4		2				7	\$930.00
01.030. General Sheets - Index, Summaries / Quantities, Notes								-	-
Supplemental Services									
AC Group, LLC - Traffic Signal Design - Westchester and Elbel Rd									\$19,500.00
TOTAL BASE FEE WITH HOUR BREAKDOWN	1	0	0	2	0	0	0	7	\$20,430.00

January 11, 2021

Mr. Mark B. Hill, PE  
Ford Engineering Inc.  
10927 Wye Dr., Suite 104  
San Antonio, Texas 78217

RE: Proposal for Traffic Engineering Service - Traffic Signal Design  
Elbel Road and Westchester Drive Intersection  
Schertz, Texas

Mr. Hill,

AC Group is pleased to present this proposal for performing Traffic Signal Design Services for the intersection of Elbel Road and Westchester Drive in Schertz, Texas. It is our understanding that City of Schertz is requesting a traffic signal design.

**AC Group, LLC offers our services to prepare the Traffic Signal Design Plans for a fee of \$19,500 which would not include topographic surveying or construction services.** AC Group will develop traffic signal design plans using the Texas Manual of Uniform Traffic Control Devices (Texas MUTCD) and the Texas Department of Transportation (TxDOT) design standards and specifications. The traffic signal design plan set will include all required plan sheets including general notes, existing and proposed pavement markings, existing utility layout, proposed traffic signal layout, electrical and conduit schedules, traffic signal elevations, and all required TxDOT design standards. A topographic survey of the intersection may be required and beneficial to identify intersection physical constraints and utility conflicts.

AC Group can begin work upon acceptance of this agreement and notice to proceed. AC Group will also be prepared to attend any necessary project meetings with City of Schertz and Ford Engineers.

Thank you for the opportunity to provide these engineering services and we look forward to working with you and your staff in completing this project in a timely and efficient manner. If you have any questions about this proposal, please feel free to call me at 210-535-3558 or e-mail at r-arredondo@acgroupllc.com.

Respectfully,



Rene Arredondo, P.E., PTOE  
Principal / Traffic Engineer

**Authorization to Proceed:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title



## CITY COUNCIL MEMORANDUM

**City Council Meeting:** January 26, 2021  
**Department:** Planning & Community Development  
**Subject:** Ordinance No. 21-A-04- Conduct a public hearing, consideration and/or action for an Ordinance on a request for voluntary annexation of approximately 142 acres of land located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas (B. James / L. Wood / E. Delgado) *First Reading*

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### BACKGROUND

Annexation of land into the City's corporate limits may be voluntary or involuntary. Each type has Texas Local Government Code (LGC) requirements that identify the necessary process based on the annexation type. The City's Unified Development Code (UDC) Section 21.4.8 includes provisions that apply to requests for voluntary annexation meeting certain criteria. This section of the City's UDC includes provisions for processing of voluntary annexation requests.

Schertz 312, LLC has submitted a petition for voluntary annexation to the City of Schertz for approximately 142 acres of land located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas.

The subject property is directly related to City of Schertz, Resolution 20-R-83 and City of San Antonio, Ordinance 2020-12-10-0903. These documents between the two cities agreed to a release of the subject property from the City of San Antonio's Extraterritorial Jurisdiction to the City of Schertz based on certain conditions to be met by the City of Schertz. One of those conditions was that the City of Schertz would start the annexation proceedings on the property within three months of the effective date of the ordinance. This resolution (Res. No. 21-R-03) is the initial step in the annexation proceedings on this property, which complies with the requirement based on the agreement between the City of Schertz and the City of San Antonio.

On January 5, 2021 the City Council approved Resolution 21-R-03 accepting a petition for voluntary annexation. By accepting this petition the annexation process officially commenced.

A public hearing notice was published in the San Antonio Express News for the public hearing associated with the annexation ordinance on January 13, 2021 and the zone change for this property on January 6, 2021. City staff sent written notice of the proposed annexation and zone change to the Board of Trustees for Comal ISD and all property owners within 200 feet on January 12, 2021. Additionally, a public hearing notice has been published on the City of Schertz website since January 14, 2021. At the time of this report no responses have been recieved from the public hearing notices.

### GOAL

Schertz 312, LLC is requesting voluntary annexation into the City of Schertz because of their desire to be located within the Schertz City limits and their desire to develop the property in accordance with the requested Manufacturing District- Light (M-1) zoning district.

### COMMUNITY BENEFIT



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

### **SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of annexation Ordinance 21-A-04.

### **FISCAL IMPACT**

In accordance with Texas Local Government Code (LGC) Chapter 43, the City must provide services to the land on the effective date of the annexation. While some services are provided to the subject property through an interlocal agreement, the City of Schertz must provide police protection, fire protection, emergency medical services, operation and maintenance of streets, solid waste collection, sewer service, and water.

### **RECOMMENDATION**

Staff recommends approval of annexation Ordinance 21-A-04.

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### **Attachments**

Ord. No. 21-A-04

Ord. 21-A-04 Exhibit A

Public Hearing Notice Map- Annexation

Aerial Map

Annexation Service Plan

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**ORDINANCE NO. 21-A-04**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, PROVIDING FOR THE EXTENSION OF THE BOUNDARY LINES OF THE CITY OF SCHERTZ, TEXAS BY THE ANNEXATION OF APPROXIMATELY 142 ACRES OF LAND LOCATED IN COMAL COUNTY APPROXIMATELY 3,500 FEET SOUTHWEST OF THE INTERSECTION OF DOERR LANE AND BELL NORTH DRIVE**

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

**WHEREAS**, the Annexed Land is located entirely within the extraterritorial jurisdiction of the City, is contiguous to the corporate boundaries of the City (or is deemed to be contiguous, pursuant to Section 43.035(c) of the Texas Local Government Code, as amended), and may be annexed pursuant to Chapter 43 of the Texas Local Government Code, as amended; and

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

**WHEREAS**, a public hearing notice was published in the San Antonio Express News on December 16, 2020 for the hearing held on January 5, 2021 and notice was published in the San Antonio Express News on January 13, 2021 for the hearing on January 26, 2021; and

**WHEREAS**, on January 5, 2021 the City Council conducted a public hearing and after considering the request for voluntary annexation, adopted Resolution 21-R-03 accepting a petition for voluntary annexation; and

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

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

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

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

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

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

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

Section 6. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 7. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

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

Section 9. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 10. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

Section 12. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Approved on first reading the 26<sup>th</sup> day of January, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 2<sup>nd</sup> day of February, 2021.

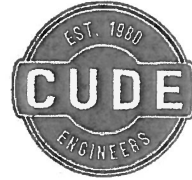
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Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary  
(SEAL OF THE CITY)



**LEGAL DESCRIPTION**  
**141.494 ACRES OF LAND**

141.494 acres of land located in the Vincente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; said 141.494 acres being more particularly described as follows:

**BEGINNING**, at a found ½ inch iron rod located in the northwesterly right of way line of the Union Pacific Railroad and marking the most easterly corner of the said 142.096 acres;

**THENCE**, South 61deg 54' 35" West, along the northwesterly right of way line of the Union Pacific Railroad, a distance of 2,601.87 feet, to a found ½ inch iron rod with "CUDE" cap marking the most southerly corner of the said 142.096 acres;

**THENCE**, North 30deg 20' 49" West, leaving the northwesterly right of way line of the Union Pacific Railroad and along the southwesterly line of the said 142.096 acres, a distance of 1843.02 feet, to a found ½ inch iron rod with "CUDE" cap marking the most westerly corner of the said 142.096 acres;

**THENCE**, North 59deg 35' 59" East, along a northwesterly line of the said 142.096 acres, a distance of 1,074.50 feet, to a found ½ inch iron rod with "CUDE" cap marking an interior corner of the said 142.096 acres;

**THENCE**, North 29deg 38' 06" West, along the southwesterly line of the said 142.096 acres, a distance of 817.74 feet, to a found ½ inch iron rod with "CUDE" cap located in the southeasterly right of way line of the Missouri Pacific Railroad and marking the most northerly westerly corner of the said 142.096 acres;

**THENCE**, North 60deg 06' 45" East, along the southeasterly right of way line of the said Missouri Pacific Railroad, a distance of 1,514.91 feet, to a point located in the current city limit line of the City of Schertz, Texas;

**THENCE**, along the northeasterly line of the said 142.096 acres, same being the current city limit line of the City of Schertz, Texas, the following courses:

South 30deg 28' 21" East, a distance of 1,132.16 feet, to a found ½ inch iron rod;

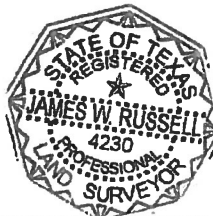
South 30deg 16' 16" East, a distance of 1,619.85 feet, to the **POINT OF BEGINNING** and containing 141.494 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*James W. Russell* 7/23/20

James W. Russell  
Registered Professional Land Surveyor No. 4230  
Cude Engineers  
4122 Pond Hill Road, Suite 101  
San Antonio, Texas 78231  
TBPELS Firm No. 10048500  
TBPE Firm No. 455  
Job No. 03227-007

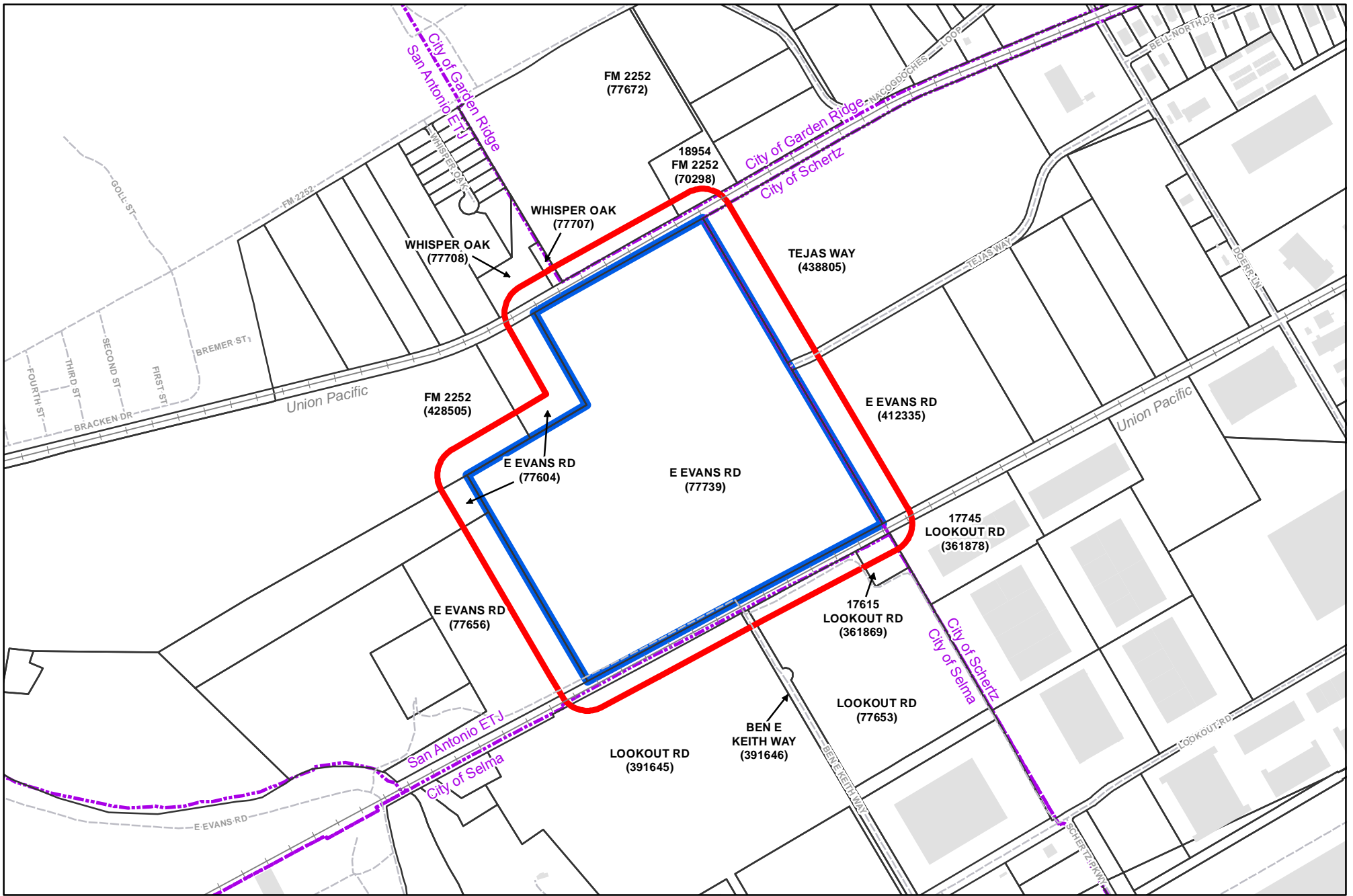


**CUDE ENGINEERS**  
SAN ANTONIO | AUSTIN

4122 POND HILL ROAD, STE 101  
SAN ANTONIO, TEXAS 78231

PHONE: (210) 681-2951  
CUDEENGINEERS.COM

TBPE NO. 455  
TBPLS NO. 10048500



Last Update: December 14, 2020  
 City of Schertz, GIS Administrator: Tony McAllis, gis@schertz.com (210) 610-1184  
"The City of Schertz provides this Geographic Information System product "as is" without any express or implied warranty of any kind including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall The City of Schertz be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of or performance of these materials. Information published in this product could include technical inaccuracies or typographical errors. Periodical changes may be made and information may be added to the information herein. The City of Schertz may make improvements and/or changes in the product(s) described herein at any time."

# City of Schertz

## TITAN NORTH

### PROPOSED ANNEXATION

- 200' Notification Buffer
- Schertz City Boundary









# CITY OF SCHERTZ, TEXAS

## ANNEXATION SERVICE PLAN

### **AREA ANNEXED**

An approximately 142-acre tract of land, located in the Vincente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; generally located 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas; Property ID: 77739

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

### **INTRODUCTION**

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

### **POLICE PROTECTION**

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

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

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

### **EMERGENCY MEDICAL SERVICES**

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

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

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



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

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

Development within the annexed property will pay a fee equal to the sewer capital recovery fee that would be assessed and collected per CHAPTER 90, Article V WATER AND WASTEWATER CAPITAL RECOVER FEES and as amended, as if the property was in the established service area City of Schertz.

**OPERATION AND MAINTENANCE OF ROADS AND STREETS**

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

**STREET LIGHTING**

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

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

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

**OTHER SERVICES**

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

**CAPITAL IMPROVEMENTS**

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

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

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

**TERM**

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

**AMENDMENTS**

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

**AGREEMENT**

I desire to enter into this written agreement for municipal services with the City of Schertz pursuant to Section 43.0672 of the Local Government Code. I certify that I was offered a development agreement pursuant to Section 43.016 of the Local Government Code and still requested annexation. I certify that this petition is signed and duly acknowledged by each and every person, corporation, or entity having an ownership interest in said Property.

**OWNER(S): (add additional signature lines for each owner)**

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

**NOTARY ACKNOWLEDGEMENT**

**STATE OF TEXAS                   §**

**§**

**COUNTY OF \_\_\_\_\_ §**

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of the Owner.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
STATE OF TEXAS

\_\_\_\_\_  
Printed Name  
My commission expires: \_\_\_\_\_

**ATTEST:**

---

City Secretary

**SIGNED:**

---

City Manager

**Exhibit A**

**Metes and Bounds Description**

**APPROXIMATELY 142 ACRES**



**LEGAL DESCRIPTION**  
**141.494 ACRES OF LAND**

141.494 acres of land located in the Vincente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; said 141.494 acres being more particularly described as follows:

**BEGINNING**, at a found ½ inch iron rod located in the northwesterly right of way line of the Union Pacific Railroad and marking the most easterly corner of the said 142.096 acres;

**THENCE**, South 61deg 54' 35" West, along the northwesterly right of way line of the Union Pacific Railroad, a distance of 2,601.87 feet, to a found ½ inch iron rod with "CUDE" cap marking the most southerly corner of the said 142.096 acres;

**THENCE**, North 30deg 20' 49" West, leaving the northwesterly right of way line of the Union Pacific Railroad and along the southwesterly line of the said 142.096 acres, a distance of 1843.02 feet, to a found ½ inch iron rod with "CUDE" cap marking the most westerly corner of the said 142.096 acres;

**THENCE**, North 59deg 35' 59" East, along a northwesterly line of the said 142.096 acres, a distance of 1,074.50 feet, to a found ½ inch iron rod with "CUDE" cap marking an interior corner of the said 142.096 acres;

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South 30deg 28' 21" East, a distance of 1,132.16 feet, to a found ½ inch iron rod;

South 30deg 16' 16" East, a distance of 1,619.85 feet, to the **POINT OF BEGINNING** and containing 141.494 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*James W. Russell* 7/23/20  
James W. Russell

Registered Professional Land Surveyor No. 4230  
Cude Engineers  
4122 Pond Hill Road, Suite 101  
San Antonio, Texas 78231  
TBPELS Firm No. 10048500  
TBPE Firm No. 455  
Job No. 03227-007



## CITY COUNCIL MEMORANDUM

**City Council Meeting:** January 26, 2021  
**Department:** Planning & Community Development  
**Subject:** Ordinance No. 21-S-03- Conduct a public hearing on a request to rezone approximately 142 acres of land to Manufacturing District- Light (M-1). The subject property is located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas. (B. James / L. Wood / E. Delgado) *First Reading*

---

### BACKGROUND

The applicant is proposing to zone approximately 142 acres of land to Manufacturing District- Light (M-1). The subject property is located generally 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, Comal County, Texas.

Currently, the subject property is outside the City of Schertz City limits. However, Schertz 312, LLC has submitted a petition for voluntary annexation to the City of Schertz for the approximately 142 acres. At the January 5th meeting, City Council approved Resolution 21-R-03 accepting the petition from the property owner, which officially started the annexation process for the property. In conjunction with the annexation, the property will need to go through the zoning process, which this public hearing is the next step in that process.

The subject property is directly related to City of Schertz, Resolution 20-R-83 and City of San Antonio, Ordinance 2020-12-10-0903. These documents between the two cities agreed to a release of the subject property from the City of San Antonio's Extraterritorial Jurisdiction to the City of Schertz based on certain conditions to be met by the City of Schertz. One of those conditions was that the City of Schertz would start the annexation proceedings on the property within three months of the effective date of the ordinance. Resolution (Res. No. 21-R-03), approved by City Council was the initial step in the annexation proceedings for this property, which complied with the requirement based on the agreement between the City of Schertz and the City of San Antonio.

Eleven (11) public hearing notices were mailed to surrounding property owners on January 12, 2021, in relation to the zoning and annexation ordinances to be heard on January 26, 2021. A public hearing notice was published in the "San Antonio Express" on January 5, 2021. At the time of this report, staff has received zero (0) responses in favor, opposed or neutral to.

The applicant is proposing to zone approximately 142 acres of land to Manufacturing District- Light(M-1). Currently, the property is outside the city limits and does not have an established zoning. This proposed zoning application would establish the initial zoning for the property.

### GOAL

To zone approximately 142 acres of land to Manufacturing District- Light(M-1).

### COMMUNITY BENEFIT

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

## **SUMMARY OF RECOMMENDED ACTION**

Since the subject property was outside the city limits and within the City of San Antonio's ETJ until the recent agreement between San Antonio and Schertz, the property was not reviewed with the previous Comprehensive Land Use Plans. However, immediately adjacent to the subject property, the Future Land Use Plan designates the properties as Industrial. The proposed zoning of Manufacturing District-Light(M-1) is consistent with the zoning of the adjacent properties in Schertz and with the Comprehensive Land Use Plan vision for the adjacent properties.

- Comprehensive Plan Goals and Objectives: The proposed rezone is in conformance with the goals and objectives of the Comprehensive Land Use Plan for the immediately adjacent properties; the Manufacturing District Light zoning district is applicable with the Industrial future land use designation.
- Impact of Infrastructure: The proposed rezoning request should have a minimal impact on the existing water and wastewater systems.
- Impact of Public Facilities/Services: The proposed rezoning request will have minimal impact on public services, such as schools, fire, police, parks and sanitation services.
- Compatibility with Existing and Potential Adjacent Land Uses: The subject property is currently adjacent to property within the City of Schertz that is zoned Manufacturing District Light (M-1) that is undeveloped. The proposed zoning would be a continuation of the existing zoning within the City and is the compatible zoning option for the property.

## **FISCAL IMPACT**

None.

## **RECOMMENDATION**

Based on the adjacent land use designation within the Comprehensive Land Use Plan and the adjacent zoning, staff recommends approval of the zoning application as submitted. Additionally, based on the previous resolutions adopted by the City Council relating to this property, indicating the desire to annex the property into the City of Schertz, this proposed zoning application is an integral part in that process.

This item was heard at the January 13, 2021 Planning and Zoning Commission in which a unanimous recommendation of approval was provided. Staff is making a recommendation of approval of the zone change request as presented.

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### **Attachments**

Ord. No. 21-S-03

Ord. No. 21-S-03 Exhibit A

Ord. No. 21-S-03 Exhibit B

Public Hearing Notice Map

Aerial Map

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## **ORDINANCE NO. 21-S-03**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 142 ACRES OF LAND TO MANUFACTURING DISTRICT-LIGHT (M-1), LOCATED APPROXIMATELY 3,500 FEET SOUTHWEST OF THE INTERSECTION OF DOERR LANE AND BELL NORTH DRIVE, COMAL COUNTY, TEXAS**

**WHEREAS**, an application to rezone approximately 142 acres of land located approximately 3,500 feet southwest of the intersection of Doerr Lane and Bell North Drive, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

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

**WHEREAS**, on January 13,2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a unanimous recommendation to City Council to approve the requested rezoning; and

**WHEREAS**, on January 26,2021, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

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

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

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

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

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



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

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

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

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

Approved on first reading the 26<sup>th</sup> day of January, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 2<sup>nd</sup> day of February, 2021.

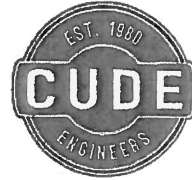
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Ralph Gutierrez, Mayor

ATTEST:

---

Brenda Dennis, City Secretary  
(SEAL OF THE CITY)



**LEGAL DESCRIPTION**  
**141.494 ACRES OF LAND**

141.494 acres of land located in the Vincente Micheli Survey Number 114, Abstract Number 383, Comal County, Texas and being a portion of that certain 142.096 acres of land conveyed to Schertz 312, LLC, as described in Document Number 201806024987, Official Public Records of Comal County, Texas; said 141.494 acres being more particularly described as follows:

**BEGINNING**, at a found ½ inch iron rod located in the northwesterly right of way line of the Union Pacific Railroad and marking the most easterly corner of the said 142.096 acres;

**THENCE**, South 61deg 54' 35" West, along the northwesterly right of way line of the Union Pacific Railroad, a distance of 2,601.87 feet, to a found ½ inch iron rod with "CUDE" cap marking the most southerly corner of the said 142.096 acres;

**THENCE**, North 30deg 20' 49" West, leaving the northwesterly right of way line of the Union Pacific Railroad and along the southwesterly line of the said 142.096 acres, a distance of 1843.02 feet, to a found ½ inch iron rod with "CUDE" cap marking the most westerly corner of the said 142.096 acres;

**THENCE**, North 59deg 35' 59" East, along a northwesterly line of the said 142.096 acres, a distance of 1,074.50 feet, to a found ½ inch iron rod with "CUDE" cap marking an interior corner of the said 142.096 acres;

**THENCE**, North 29deg 38' 06" West, along the southwesterly line of the said 142.096 acres, a distance of 817.74 feet, to a found ½ inch iron rod with "CUDE" cap located in the southeasterly right of way line of the Missouri Pacific Railroad and marking the most northerly westerly corner of the said 142.096 acres;

**THENCE**, North 60deg 06' 45" East, along the southeasterly right of way line of the said Missouri Pacific Railroad, a distance of 1,514.91 feet, to a point located in the current city limit line of the City of Schertz, Texas;

**THENCE**, along the northeasterly line of the said 142.096 acres, same being the current city limit line of the City of Schertz, Texas, the following courses:

South 30deg 28' 21" East, a distance of 1,132.16 feet, to a found ½ inch iron rod;

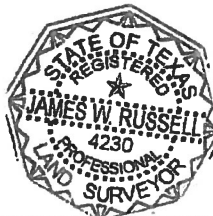
South 30deg 16' 16" East, a distance of 1,619.85 feet, to the **POINT OF BEGINNING** and containing 141.494 acres of land, more or less.

Basis of bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

*James W. Russell* 7/23/20

James W. Russell  
Registered Professional Land Surveyor No. 4230  
Cude Engineers  
4122 Pond Hill Road, Suite 101  
San Antonio, Texas 78231  
TBPELS Firm No. 10048500  
TBPE Firm No. 455  
Job No. 03227-007

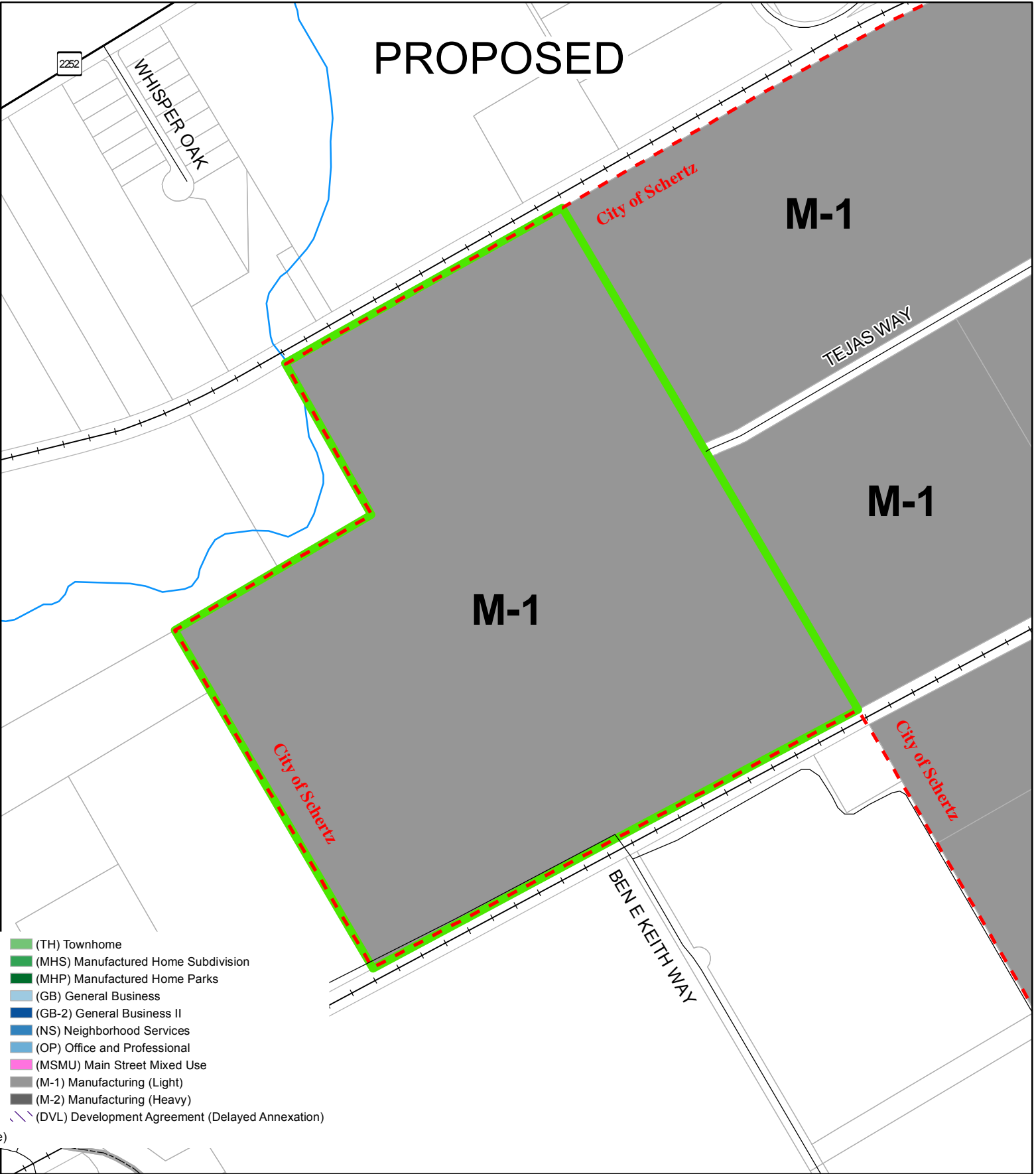
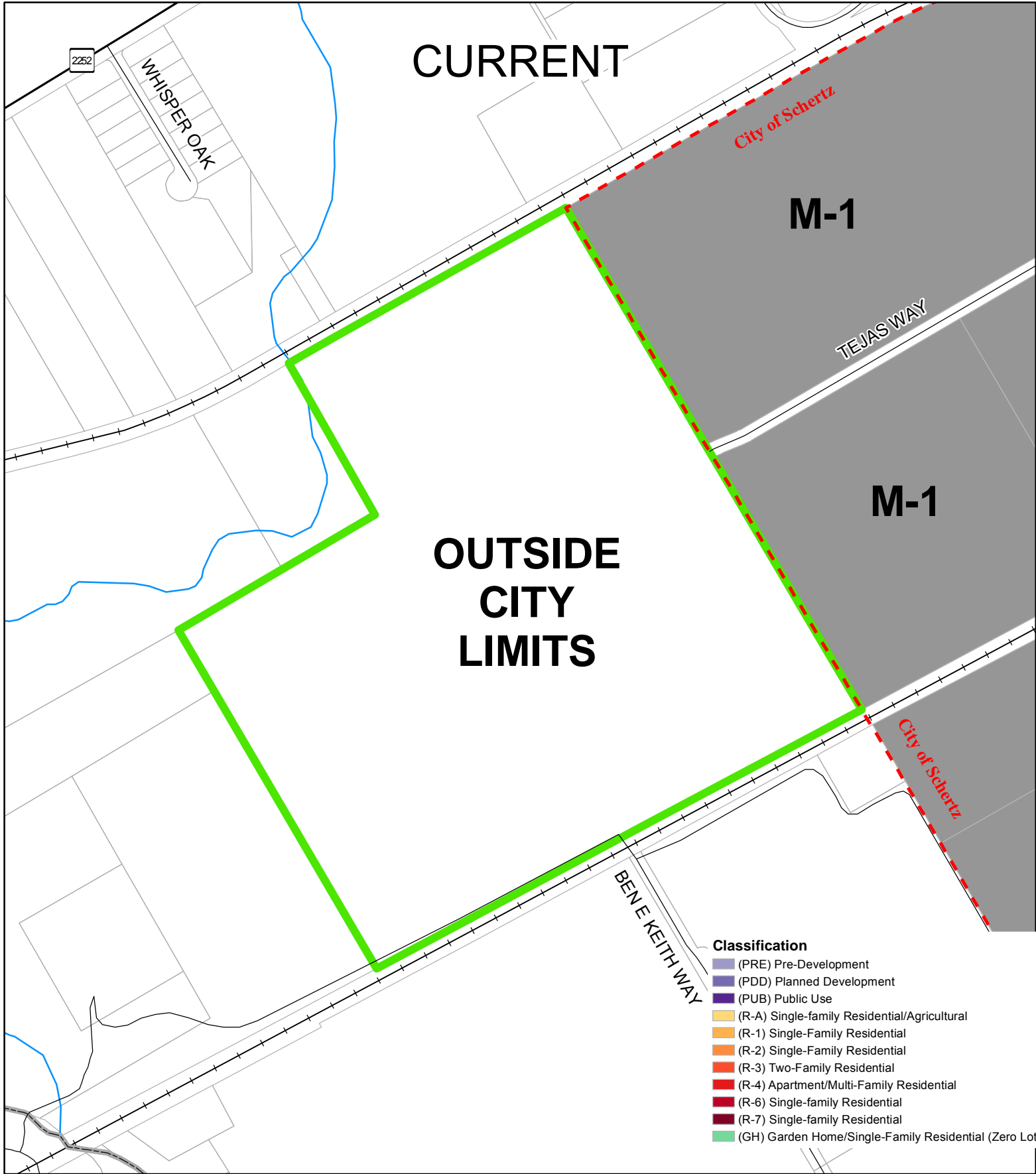


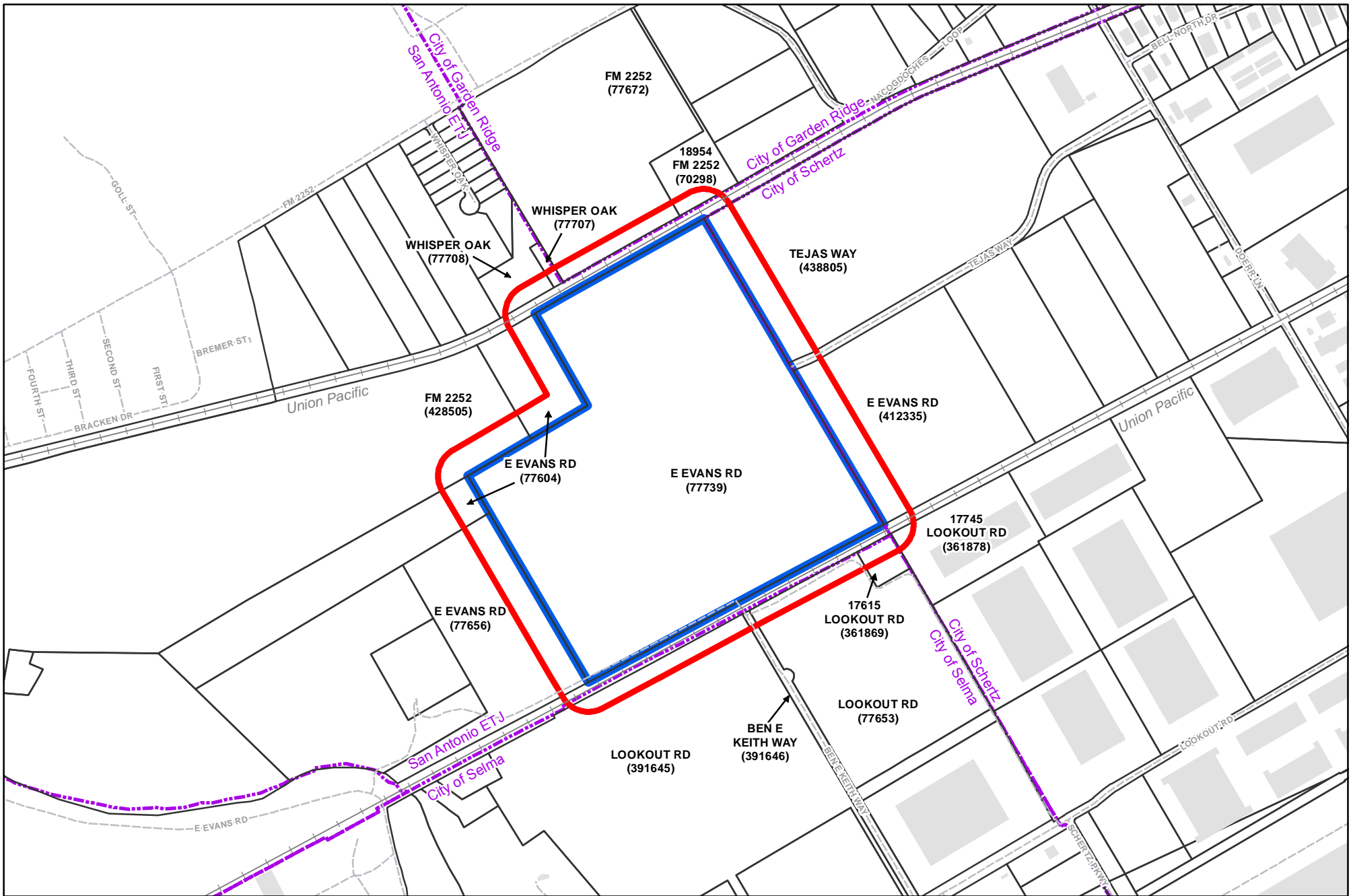
**CUDE ENGINEERS**  
SAN ANTONIO | AUSTIN

4122 POND HILL ROAD, STE 101  
SAN ANTONIO, TEXAS 78231

PHONE: (210) 681-2951  
CUDEENGINEERS.COM

TBPE NO. 455  
TBPLS NO. 10048500







Last Update: December 14, 2020

City of Schertz, GIS Administrator: Tony McAllis, gis@schertz.com (210) 610-1184

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

# City of Schertz

## TITAN NORTH PROPOSED ZONING

 200' Notification Buffer  
 Schertz City Boundary







SCHERTZ

COMMUNITY • SERVICE • OPPORTUNITY

SCHERTZ

312 LLC

<all other values>	60' Expansion	86' Extension	120' Proposed	1", 1 1/2"	8"	20"	Unknown	Schertz Gravity	Hydrant	200' Buffer
Highways	60' Proposed	86' Proposed	Abandoned	2", 2 1/2"	10"	24"	Neighboring Main	Schertz Pressure	Manholes	Schertz Municipal Boundary
Major Roads	60' Extension	120' Expansion	Future TxDOT	3"	12"	30"	Private Main	Neighboring Gravity	Private Pressure	County Boundaries
Minor Roads	86' Expansion	120' Extension	Highway	4"	16"	36"				
Other Cities				6"	18"					

1 Inch = 400 Feet

0

100

200

400

600

800

Feet



## CITY COUNCIL MEMORANDUM

**City Council Meeting:** January 26, 2021  
**Department:** Planning & Community Development  
**Subject:** Resolution No. 21-R-06 - Conduct a public hearing, consideration and/or action approving a resolution accepting a petition for voluntary annexation of approximately 214 acres of land generally located approximately 6,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 309419, 309811, 310011, and 310013, City of Schertz, Bexar County, Texas. (B. James/ L. Wood/ N. Koplyay)

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### BACKGROUND

Annexation of land into the City's corporate limits may be voluntary or involuntary. Each type has Texas Local Government Code (LGC) requirements that identify the necessary process based on the annexation type. The City's Unified Development Code (UDC) Section 21.4.8 includes provisions that apply to requests for voluntary annexation meeting certain criteria. This section of the City's UDC includes provisions for processing of voluntary annexation requests.

On behalf of each of the property owners, Moy Tarin Ramirez Engineers, LLC submitted a petition for voluntary annexation to the City of Schertz for approximately 214 acres of land generally located approximately 6,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 309419, 309811, 310011, and 310013.

Upon City Council accepting the petition for voluntary annexation of the approximately 214 acres, the property owners would be able to initiate the annexation and zone change processes for the subject property. The adoption of this resolution does not annex the subject property into the City, but allows for City Council to annex the property by ordinance in the future. A subsequent ordinance for annexation must be approved by City Council in order to annex the property into the City, which is tentatively scheduled to be heard at the February 23, 2021 City Council meeting. The property owners are also requesting to zone the subject property to Planned Development District (PDD) following City Council approval of the annexation ordinance.

A public hearing notice was published in the San Antonio Express on January 5, 2021.

### GOAL

The property owners are requesting voluntary annexation into the City of Schertz because they want the subject property to be located within the Schertz City limits in order to develop the land as a Planned Development District (PDD).

### COMMUNITY BENEFIT

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

### SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 21-R-06 to accept the petition for voluntary annexation.

### **FISCAL IMPACT**

The approval of Resolution 21-R-06 accepting a petition for voluntary annexation does not have a financial impact on the City; however, the approval of the subsequent annexation ordinance of the property will have a fiscal impact; in accordance with Texas Local Government Code (LGC) Chapter 43, the City must provide services to the land on the effective date of the annexation.

### **RECOMMENDATION**

Staff recommends approval of Resolution 21-R-06 accepting a petition for voluntary annexation.

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### **Attachments**

Resolution 21-R-06

Resolution 21-R-06 Exhibit A

Resolution 21-R-06 Exhibit B

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## **RESOLUTION NO. 21-R-06**

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

**WHEREAS**, a petition for annexation from the City of Schertz for approximately 214 acres of land generally located approximately 6,000 feet east of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 309419, 309811, 310011, and 310013, City of Schertz, Bexar County, Texas, and more specifically described in the Exhibit A attached herein (herein, the “Property”) has been filed with the City; and

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

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

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

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

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

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

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

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

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

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

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



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

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

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

PASSED AND ADOPTED, this 26<sup>th</sup> day of January, 2021.

CITY OF SCHERTZ, TEXAS

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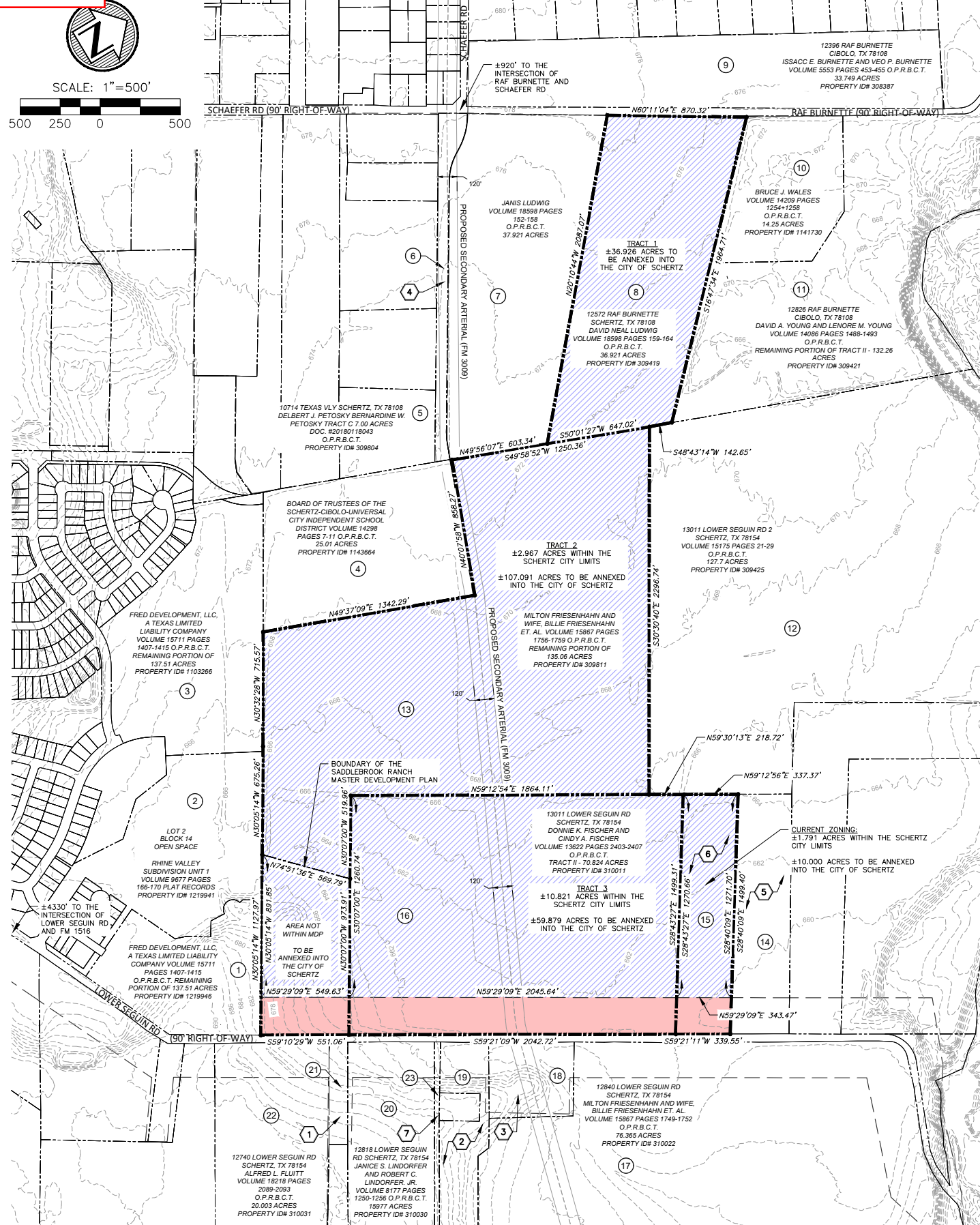
Ralph Gutierrez, Mayor

ATTEST:

---

City Secretary, Brenda Dennis

(CITY SEAL)



## PROPERTY INFORMATION

- 1 12746 LOWER SEGUIN RD SCHERTZ, TX 78154  
CARLOS GARZA, JR. AND WIFE,  
MARGRET L. CARTY  
VOLUME 6541 PAGES 807-811  
O.P.R.B.C.T.  
2.005 ACRES  
PROPERTY ID# 310027
- 2 12840 LOWER SEGUIN RD SCHERTZ, TX 78154  
KAREN MARX FISCHER  
VOLUME 18819 PAGES 1418-1423  
O.P.R.B.C.T.  
8.132 ACRES  
PROPERTY ID# 310019
- 3 GUILLERMO J. GUJARDO AND  
MARTHA C. GUJARDO  
VOLUME 18816 PAGES 400-405  
O.P.R.B.C.T.  
5.500 ACRES  
PROPERTY ID# 310021
- 4 BOARD OF TRUSTEES OF THE  
SCHERTZ-CIBOLO-UNIVERSAL CITY INDEPENDENT  
SCHOOL DISTRICT VOLUME 14325 PAGES 2280-2287  
O.P.R.B.C.T.  
4.100 ACRES  
PROPERTY ID# 1148556
- 5 MILTON FRIESENHAHN AND WIFE, BILLIE  
FRIESENHAHN ET. AL. VOLUME 15867 PAGES  
1753-1755 O.P.R.B.C.T.  
11.651 ACRES  
PROPERTY ID# 310012
- 6 TRACT 4  
13011 LOWER SEGUIN RD SCHERTZ, TX 78154  
DONNIE K. FISCHER AND  
CINDY A. FISCHER  
VOLUME 13622 PAGES 2403-2407  
O.P.R.B.C.T.  
TRACT I - 11.680 ACRES  
PROPERTY ID# 310013

## LEGEND

- SUBJECT PROPERTY BOUNDARY
- PROPERTY BOUNDARY
- EXISTING CONTOUR
- SCHERTZ CITY LIMITS
- O.P.R.B.C.T.
- AREA TO BE ANNEXED INTO THE CITY OF SCHERTZ
- AREA WITHIN THE SCHERTZ CITY LIMITS

## LAND USE TABLE

1	BASE RATE LOT
2	BASE RATE LOT
3	BASE RATE LOT
4	UNDEVELOPED LAND
5	RANGE IMPROVED DRYLAND
6	BASE RATE LOT
7	TILLABLE DRY (FARM)
8	R/1 FAMILY HOMESITE SINGLE & TILLABLE DRY (FARM)
9	BASE RATE LOT
10	TILLABLE DRY (FARM) & NON QUALIFYING
11	FLOOD PLAIN, RANGE IMPROVED DRYLAND & PTD LAND TYPE - ORCHARDS
12	R/1 FAMILY HOMESITE SINGLE, TILLABLE IRRIGATED & RANGE IMPROVED DRYLAND
13	TILLABLE DRY (FARM) & RANGE NATIVE PASTURE
14	TILLABLE DRY (FARM)
15	TILLABLE DRY (FARM)
16	TILLABLE DRY (FARM)
17	TILLABLE DRY (FARM)
18	RANGE IMPROVED DRYLAND
19	NON QUALIFYING & RANGE IMPROVED DRYLAND
20	TILLABLE DRY (FARM)
21	BASE RATE LOT
22	RANGE IMPROVED DRYLAND

## NOTE:

1. NO PORTION OF THIS PROPERTY IF LOCATED WITHIN THE 100-YEAR (1% CHANCE) FLOODPLAIN AS ACCORDING TO FEMA FIRM PANEL #48187C0240F
2. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

**MTR**  
Moy Tarin Ramirez Engineers, LLC  
FIRM TBPE NO. F-5297 & TBPLS NO. 10131500  
12770 CIMARRON PATH, SUITE 100  
SAN ANTONIO, TEXAS 78249  
TEL: (210) 698-5051  
FAX: (210) 698-5085

- Engineers
- Surveyors
- Planners

DRAWING NAME:  
ANNEXATION EXHIBIT

PROJECT NAME:

SADDLEBROOK RANCH SUBDIVISION  
±213.896 AC. TO BE ANNEXED  
INTO THE CITY OF SCHERTZ

PROJECT No.:  
19037

DATE:  
JANUARY 20, 2021

SCALE:  
1"=500'

A 229.478 ACRE (9,996,064.69 SQUARE FEET) TRACT OF LAND PARTIALLY IN THE CITY OF SCHERTZ, BEXAR COUNTY, TEXAS, PARTIALLY SITUATED IN THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT 187, COUNTY BLOCK NO. 5059, PARTIALLY SITUATED IN THE WILLIAM BRACKEN SURVEY NO. 65, ABSTRACT NO. 48, COUNTY BLOCK 5055, AND PARTIALLY SITUATED IN THE WILLIAM BRACKEN SURVEY NO. 74, ABSTRACT NO. 43, COUNTY BLOCK 5056, BEXAR COUNTY, TEXAS, SAID 229.478 ACRE (9,996,064.69 SQUARE FEET) TRACT OF LAND BEING COMPRISED OF A PORTION OF A CALLED 135.06 ACRE TRACT OF LAND AS CONVEYED TO ELIZABETH ANN BASHA, JEANNE MARIE ZWICKE, AND KATHERINE MENK IN SPECIAL WARRANTY DEED AS RECORDED IN VOLUME 15867, PAGE 1756, ALL OF A CALLED 11.680 ACRE TRACT OF LAND DESIGNATED AS TRACT I, AND ALL OF A CALLED 70.824 ACRE TRACT OF LAND DESIGNATED AS TRACT II, AS CONVEYED TO DONNIE K. FISCHER AND CINDY A. FISCHER IN SUBSTITUTE TRUSTEE'S DEED AS RECORDED IN VOLUME 13622, PAGE 2403, AND ALL OF A CALLED 36.921 ACRE TRACT OF LAND AS CONVEYED TO DAVID NEAL LUDWIG AND JANIS LUDWIG IN EXECUTOR'S DISTRIBUTION DEED AS RECORDED IN VOLUME 18598, PAGE 159, ALL OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



December 15, 2020

City of Schertz  
1400 Schertz Parkway  
Schertz, Texas 78154

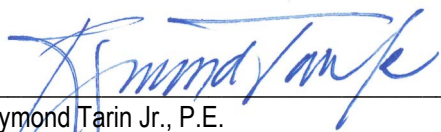
Re: **Voluntary Annexation – Fischer 82 Ac Tract**

To whom it may concern,

The purpose of this letter is to request the voluntary annexation of the approximately 82 Ac tract depicted on the Attached Exhibit into the City of Schertz. The property is located at 13011 Lower Seguin Road, Schertz, Texas.

If you have any questions or require additional information, please don't hesitate to contact our office.

Sincerely,  
Moy Tarin Ramirez Engineers, LLC (Agent)

  
\_\_\_\_\_  
Raymond Tarin Jr., P.E.  
Principal

December 15, 2020

City of Schertz  
1400 Schertz Parkway  
Schertz, Texas 78154


Re: **Voluntary Annexation – Friesenhahn 99 Ac Tract**

To whom it may concern,

The purpose of this letter is to request the voluntary annexation of the approximately 99 Ac tract depicted on the Attached Exhibit into the City of Schertz. The property is located at 12691 Lower Seguin Road, Schertz, Texas.

If you have any questions or require additional information, please don't hesitate to contact our office.

Sincerely,  
Moy Tarin Ramirez Engineers, LLC (Agent)

  
\_\_\_\_\_  
Raymond Tarin Jr., P.E.  
Principal

December 15, 2020

City of Schertz  
1400 Schertz Parkway  
Schertz, Texas 78154

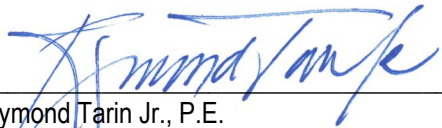
Re: **Voluntary Annexation – Ludwig 37 Ac Tract**

To whom it may concern,

The purpose of this letter is to request the voluntary annexation of the approximately 37 Ac tract depicted on the Attached Exhibit into the City of Schertz. The property is located at 12572 Raf Burnette Road, Schertz, Texas.

If you have any questions or require additional information, please don't hesitate to contact our office.

Sincerely,  
Moy Tarin Ramirez Engineers, LLC (Agent)

  
\_\_\_\_\_  
Raymond Tarin Jr., P.E.  
Principal

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** January 26, 2021  
**Department:** City Secretary  
**Subject:** Appointment of the Mayor Pro Tem - Discussion and consideration and/or action regarding the confirmation, appointment or election of the Mayor Pro-Tem. (Mayor/Council)

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**BACKGROUND**

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

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

**City Charter Section.**

**Section 4.02 Qualifications.**

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

**Section 4.05 Mayor and Mayor Pro-Tem.**

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

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

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

## **RECOMMENDATION**

Council will discuss and consider the appointment of the next Mayor Pro-Tem regarding the above qualification. Next in line to serve is Councilmember Jill Whittaker. Mrs. Whittaker will be sworn in at the February 2, 2021 meeting and will serve until August 3, 2021.

---

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** **January 26, 2021**  
**Department:** **City Secretary**  
**Subject:** **Workshop Discussion and Update (Ordinance 20-H-18) - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long/S. Hall)**

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**BACKGROUND**

Staff will provide Council with an update regarding the COVID-19 Virus. Discussion will include the recent Executive Order 29 relating to the use of face coverings.

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**Attachments**

Revised 20-H-18

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## **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 23<sup>rd</sup> DAY  
OF JUNE 2020.**

CITY OF SCHERTZ, TEXAS

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

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** January 26, 2021  
**Department:** Engineering  
**Subject:** 2018 SPAM Resurfacing - Discussion and direction on the 2018 SPAM Resurfacing (chip seal) project and on future SPAM project efforts. (M. Browne/B. James/K. Woodlee/J. Nowak)

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**BACKGROUND**

Staff will provide a PowerPoint presentation outlining corrective action recommendations on the 2018 SPAM Resurfacing project and future SPAM project efforts. This is the follow-up workshop to the "chip seal" information discussed during the December 9th, 2020 workshop.

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** January 26, 2021  
**Department:** Finance  
**Subject:** Utility billing overdue account discussion - Workshop discussion on the utility billing process for handling overdue accounts. (B. James/J. Walters)

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**BACKGROUND**

Staff wants to review the current practice on handling of overdue utility accounts with council before any changes occur.

Previously, the City would send out a late and penalty notice to citizens who missed a payment on their utility bill. Those customers would be given 10 days to pay their water would be turned off. The Meter Technicians would be called out to residences each month to turn off water for non-payment and staff found this to prompt those residents to pay their utilities.

Once COVID-19 started, staff stopped doing turn offs to help customers that were negatively affected by the pandemic. At the time it was unclear how long and how large the effect the pandemic would have on the community.

The longer the pandemic went on, some residents began to not pay their bills. This was expected and hopefully allowed those customers to instead pay other necessary bills while they weathered the crisis.

Now staff has noticed some accounts with much larger balances. There is a concern those accounts may find it difficult pay back the balance even after the pandemic passes. This is an unintended side effect of the prolonged nature of the pandemic.

Simply writing this amount off could be considered a gift of public funds and not a good solution. Staff has begun to reach out to those account with larger balances to see if they are willing to enter into a payment contract or at least agree to paying 20% of their bill each month to slow the growth of the balance. No accounts are being turned off at this time.

Staff is considering resuming turn-offs for those not affected by COVID and encouraging those that are to commit to paying part of their balance each month to make it less of a burden when the economic pressures start to ease.

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**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** January 26, 2021  
**Department:** Executive Team  
**Subject:** Department's performance for 2020 - City Department Heads from the Library, Information Technology, Police Department, Fire Department, and Emergency Medical Services will provide an annual update on their Department's performance for 2020. (M. Browne/B. James/C. Kelm/M. Uhlhorn/M. Clauser/M. Hansen/K. Long/J. Mabbitt)

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**BACKGROUND**

Calendar Year 2020 provided a number of challenges for City Departments and Staff with the response to COVID-19; support to Residents and Business Owners facing challenges with reduced occupancy limits in retail business; and more Citizens staying at home in quarantine situations or to reduce the possibility of transmission. The Library, IT, Fire, Police and EMS Departments were creative in continuing to provide the level of service Citizens expect, in this challenging environment and were successful in doing so.

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