



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
February 9, 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, FEBRUARY 9, 2021 at 6:00 p.m.

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, February 9, 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.
(Councilmember Dahle)**

Presentations

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

City Events and Announcements

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

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, February 8, 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 regular meeting of February 2, 2021. (B. Dennis)
2. **Resolution No. 21-R-11-** Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to sign and execute Development Agreement Extensions in relation to Development Agreements entered into November of 2010, April of 2011, and August of 2011. (B. James/L. Wood/E. Delgado)
3. **Boards, Commissions and Committee Member Resignations** - Consideration and/or action approving the resignations of Mr. Will Soto and Ms. Debbie Krause from the Historical Preservation Committee. (M. Browne/B. Dennis)
4. **Resolution No. 21-R-02** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into an agreement with Affinity Family Care Clinic for Mobile Integrated Healthcare (MIH) services. (C. Kelm/J. Mabbitt)

Discussion and Action Items

5. **Resolution 21-R-05** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, approving the review and recommendations addressing Staff compression concerns. (M. Browne/C. Kelm/J. Kurz)

Roll Call Vote Confirmation

Workshop

- 6. 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)

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 4th DAY OF FEBRUARY 2020 AT 10:00 A.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

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

CITY COUNCIL MEMORANDUM

City Council Meeting: February 9, 2021
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of February 2, 2021. (B. Dennis)

BACKGROUND

The City Council held a Regular City Council meeting on Tuesday February 2, 2021.

RECOMMENDATION

Recommend Approval.

Attachments

2-2-2021 Draft Min

DRAFT

MINUTES REGULAR MEETING February 2, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 2, 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 Jill Whittaker; Councilmember Mark Davis; Councilmember Rosemary Scott; 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 Jill Whittaker)

Mayor Gutierrez recognized Councilmember Whittaker who provided the opening prayer followed by the pledges of allegiance to the Flags of the United States and State of Texas.

Mayor Gutierrez recognized Caleb Reeder, Boy Scout from Troop 341 who was in the audience this evening, he is working on his Citizenship in the Community Merit Badge. Mr. Reeder stood to be recognized.

A. Mayor Pro-Tem Oath of Office - Oath of Office administered to Councilmember Jill Whittaker. (B. Dennis)

City Secretary Brenda Dennis provided the Mayor Pro-Tem Oath of Office to Councilmember Whittaker.

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 and designating February 2021 as Career and Technology Education Month. (Mayor/Amy Massey/Cassandra Garcia)

Mayor Gutierrez read and presented the proclamation to Ms. Amy Massey and Ms. Cassandra Garcia with SCUCISD. Ms. Massey and Ms. Garcia provided Council with information on the CTE program.

- Historical Preservation Committee Annual Report. (M. Browne/B. James/D. Weirtz/D. Bourgeois)

Mayor Gutierrez recognized Chair of the Historical Preservation Committee Daniel "Frenchy" Bourgeois who provided a PowerPoint presentation regarding their Annual Report. Mr. Bourgeois addressed questions from Council. Mayor and Members of Council thanked Mr. Bourgeois and Mr. Weirtz for all the work the Historical Preservation Committee have done to preserve our history.

Employee Recognition

Mayor Gutierrez recognized the following Department Heads who introduced their new employees.

- Collin Sherman - EDC Marketing & Recruitment Manager. (M. Browne/A. Perez)
- Hunter Valdez - EMS Full Time Paramedic; William Fowler IV EMS P/T Paramedic. (M. Browne/C. Kelm/J. Mabbitt)
- Analyse Miranda - Park and Recreation Administrative Assistant. (M. Browne/B. James/L. Shrum)
- Bryce Burch, Roberto Garcia, Cole Moody - Street Worker 1. (M. Browne/C. Kelm/S. Williams/D. Letbetter)
- Valentine Ruiz Jr. - Schertz-Seguín Local Government Corporation Assistant General Manager. (M. Browne/C. Kelm/S. Williams/A. Beard)

City Events and Announcements

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

Mayor Gutierrez recognized Assistant City Manager Charles Kelm who provided the following information on upcoming events:

Friday, February 5th

City Council Workshop Retreat

8:00 AM – 4:00 PM

EVO Entertainment (18658 IH 35)

The overall theme of the retreat is "Creating the Complete City" and the question we are asking Council to consider is, Is the City of Schertz successfully creating the complete city as envisioned in our strategic plan?

Tuesday, February 9th

Next regular scheduled Council meeting

March 4th-May 6th

The Schertz Police Department is hosting the Citizens Police Academy starting March 4, 2021, and ending on May 6, 2021. The classes are every Thursday from 6pm-9pm. At this time, the location of the class is to be determined. Depending on how many applications we receive will depend on having the classes in the PD training room or another location. Applications are available at the Police Department or by visiting the Schertz website at www.Schertz.com/351/Schertz-Citizens-Police-Academy, completing the PDF application, and returning the application to the Schertz Police Department, attention Officer Anna Kraft.

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

Dr. Browne recognized the Public Affairs Department who recently worked to refresh all the photos in the hallways in Building #2, they are currently working with the EDC Department to also update their photos. Dr. Browne also recognized the Public Works Department for the work they have done on the Westchester and Curtis Avenue sidewalks as well as the drainage project along Schertz Parkway.

- Announcements and recognitions by the Mayor (R. Gutierrez) - *None at this time.*

Hearing of Residents

Mayor Gutierrez read the following:

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 address.

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

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

Mayor Gutierrez recognized the following:

- Mr. Leonard Moore, 1653 N. Santa Clare, who again spoke on the need to change police policies and stated that until that is done, he will keep coming to council.
- Ms. Maggie Titterington - The Chamber President. 1730 Schertz Parkway who provided information on the recent Chamber events as well as all the upcoming ribbon cutting events. Council should be receiving those invitations.
- Sr. Miguel Vazquez, 9320 Berean Way, who addressed Council regarding the recent new Cemetery National Historic Site designation for the Cemetery along FM 78 - Cibolo Creek - FM 78 and River Road. He also stated that the Cemetery Committee is working to restore the other cemeteries in Schertz. He stated that Schertz has 9.

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 regular meeting of January 26, 2021. (B. Dennis)
2. **Resolution 21-R-13** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, approving Employee Policies. (M. Browne/C. Kelm/J. Kurz)
3. **Resolution 21-R-12** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing and approving a professional services agreement with M&S Engineering for various on-call engineering services and all matters in connection therewith. (M. Browne/C. Kelm/S. McClelland)
4. **Ordinance No. 21-A-04**- 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) ***Final Reading***

5. **Ordinance No. 21-S-03**- Consider and act upon 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) *Final Reading*

Mayor Gutierrez asked Council if there were any items they wished to be removed for separate action. Mayor Gutierrez recognized Councilmember Scott who requested that agenda items, 2 and 3 be removed.

Moved by Councilmember Rosemary Scott, seconded by Mayor Pro-Tem Jill Whittaker to approve consent agenda items 1, 4 and 5.

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

Passed

Discussion and action items

Mayor Gutierrez read the following items into record:

2. **Resolution 21-R-13** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, approving Employee Policies. (M. Browne/C. Kelm/J. Kurz)

Mayor Gutierrez recognized HR Manager Lindsey Cox who addressed questions from Councilmembers Scott and Dahle.

Moved by Mayor Pro-Tem Jill Whittaker, seconded by Councilmember Michael Dahle to approve agenda item 2 Resolution No. 21-R-13.

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

Passed

3. Resolution 21-R-12 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing and approving a professional services agreement with M&S Engineering for various on-call engineering services and all matters in connection therewith. (M. Browne/C. Kelm/S. McClelland)

Mayor Gutierrez recognized Assistant Director of Public Works Scott McClelland who came forward addressing Councilmember Scott's questions.

Moved by Councilmember David Scagliola, seconded by Councilmember Tim Brown to approve agenda item 3 Resolution No. 21-R-12.

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

Passed

Roll Call Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation on agenda items 1 through 5.

Workshop

6. 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 current COVID virus and EOC activities. Ms Summer also in the provided information regarding the upcoming vaccination clinic. The City of Schertz and Guadalupe County are partnering together to host a series of COVID-19 vaccine clinics this week. The Texas Department of State Health Services has allocated 1,000 Moderna vaccine doses to our community. COVID-19 vaccines will be administered free of charge at the Schertz Civic Center, from 8:00 a.m. to 5:00 p.m. on Thursday, February 4. The COVID-19 vaccines will be distributed to individuals, per State guidelines, who fall under phases 1A and 1B. These are the only populations currently eligible to be vaccinated at this time. Appointments are required and can be made by registering online at Schertz.com/covidvaccine or by calling the City of Schertz COVID-19 Vaccine Hotline at (210) 619-1000. Registration opened today at 9:00 a.m. Walk-ins will not be accepted. Those with appointments are required to bring a driver's license or other form of photo identification with them to the clinic. Ms. Hall also stated that the City of Seguin and Comal County will also be hosting clinics at the Seguin Coliseum located at 950 S. Austin Street in Seguin from 9 a.m. to 5 p.m. Wednesday, February 3rd, Thursday, February 4th and Friday, February 5th. Registration for this opened today at 9 a.m. - the link Seguintexas.gov/covidvaccine or by calling the Guadalupe County COVID-19 Vaccine Call Center at 830-303-9701. Ms. Hall addressed questions from Council.

Mayor Gutierrez thanked Ms. Hall and her team for all the work they did in regards to the registration for the upcoming COVID-19 shots. He thanked all the volunteers who assisted.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Mayor Gutierrez pointed out agenda Item 7 which was in the City Council packet as well as can be found on-line.

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

Requests and Announcements

- Announcements by the City Manager. *Nothing further.*
- Requests by Mayor and Councilmembers for updates or information from staff.

Mayor Gutierrez recognized Councilmember Scott who requested that they revisit the Tree Mitigation policy. City Manager Dr. Browne stated that he would send the current ordinance out to all members of Council. Councilmember Scott also stated that she had been contacted by a member of the Friends of Crescent Bend who stated that several individuals are speeding in the area and have requested speed bumps. City Manager Dr. Browne stated that he would look into it and get back to her.

- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda. *No items requested.*
- Announcements by Mayor and Councilmembers
 - City and community events attended and to be attended
 - City Council Committee and Liaison Assignments (see assignments below)
 - Continuing education events attended and to be attended
 - Recognition of actions by City employees
 - Recognition of actions by community volunteers

Mayor Gutierrez recognized the following members of Council who provided information on events attended:

- Mayor Pro-Tem Whittaker - assisted today with the phone bank for the upcoming City COVID-19 shots. She thanked all the volunteers who assisted today
- Councilmember Dahle - Thursday attended the Cibolo Valley Local Government Corporation meeting, and Saturday attended the Chamber Health and Wholeness Fair.
- Councilmember Heyward - Saturday attended the Chamber Health and Wholeness

Fair and was sitting next to the Guadalupe County Community Coalition. They were discussing upcoming education events regarding current drug abuse problems among the youth. Today she also assisted with the phone bank for the upcoming COVID-19 shots.

Mayor Gutierrez thanked all those that assisted today with the phone bank regarding the registrations for the upcoming COVID-19 shots.

Adjournment

Mayor Gutierrez adjourned the meeting at 7:17p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: February 9, 2021

Department: Planning & Community Development

Subject: Resolution No. 21-R-11- Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing the City Manager to sign and execute Development Agreement Extensions in relation to Development Agreements entered into November of 2010, April of 2011, and August of 2011. (B. James/L. Wood/E. Delgado)

BACKGROUND

In 2010 and 2011 the City of Schertz entered into Delayed Annexation Development Agreements with property owners based on Texas Local Government Code Section 43.035 (b)(1) and 212.172 in order to (i) guarantee the continuation of the extraterritorial status of the Land for the term of the agreement and (ii) authorize the enforcement of all regulations and planning authority of the City that did not interfere with the use of the land for agriculture or wildlife manage or as timber land.

Per the agreements that were signed and executed in, specifically Section 5. *Term; Annexation at End of Term*, stipulates that ten (10) years after the effective date of the agreement the property is to be annexed into the City of Schertz.

There were four groups of Delayed Annexation Development Agreements, outlined below:

Agreement Executed	Agreement Expiration	Current Status
July 2010	July 2020	City Council Approved Resolution 20-R-116 on October 27, 2020 authorizing the City Manager to sign and execute extension agreements with 23 property owners. These 23 agreements have been recorded with their respective counties and mailed back to the property owners.
November 2010	November 2020	Resolution 21-R-11 will allow the City Manager to sign and execute extensions for 25 properties. These 25 extensions have already been signed by the property owners.
April 2011	April 2021	Resolution 21-R-11 will allow the City Manager to sign and execute extensions for 2 properties. These 2 extension have already been signed by the property owners.
August 2011	August 2021	Resolution 21-R-11 will allow the City Manager to sign and execute extensions for potentially 82 properties. At this time Planning staff is in the process of communicating the potential extensions to the property owners within this group. At this time we do not have signed extensions, which is why there is a potential for 82 properties, but that number may be reduced based on owners decision.

The nationwide and statewide declaration of public health emergency in relation to COVID -19 impacted the city's ability to reach out well in advance to discuss the expiration of the delayed annexation agreements and the resulting annexation of the properties under said agreements with the property owners. The annexation process can be disruptive and contentious at times, and it seemed more appropriate to not proceed forward with the annexations during the pandemic and instead offer the property owners Development Agreement Extensions.

The extension would provide the same rights as previously established in the original agreement but would delay the annexation of the properties to a later date. Specifically, the extension would be in effect until January 1, 2024, at which time the City of Schertz would begin annexation proceedings and conclude them no later than December 31, 2024.

In addition to COVID-19, the Development Agreement Extensions will allow City staff to complete the Comprehensive Land Use Plan update, authorized with the FY20-21 budget. This will ensure that when these properties are annexed and zoned in 2024 it will be in conformance with the updated Comprehensive Land Use Plan.

At this time, City staff is requesting the City Council authorize the City Manager to sign and execute Development Agreement Extensions for all properties in which the property owners choose to extend with Development Agreements originally signed in November 2010, April 2011 and August 2011.

GOAL

To authorize the City Manager to sign and execute Development Agreement Extensions for all properties in which the property owners choose to extend with Development Agreements originally signed in November 2010, April 2011 and August 2011.

COMMUNITY BENEFIT

Offering Development Agreement Extensions not only delays the annexation of these properties, but allows the focus to remain on personal safety during the ongoing pandemic, rather than on the annexation of properties, and will ultimately mean that properties would be annexed and zoned in accordance with an updated Comprehensive Land Use Plan. The delay is an immediate benefit to the property owners offered an extension, but is also a long term benefit to the community to ensure that properties are zoned in accordance with the new goals, objections, and vision for the City of Schertz in accordance with an updated Comprehensive Land Use Plan.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution No. 21-R-11 authorizing the City Manager to sign and execute Development Agreement Extensions in relation to Development Agreements entered into November of 2010, April of 2011, and August of 2011.

FISCAL IMPACT

The development agreement extensions will need to be recorded with the respective County for each property which will be a financial impact to the City. However, this financial impact will be much less significant than annexing the properties in at this time.

RECOMMENDATION

Staff recommends approved of Resolution No. 21-R-11 authorizing the City Manager to sign and execute Development Agreement Extensions in relation to Development Agreements entered into November of 2010, April of 2011, and August of 2011.

Attachments

Resolution 21-R-11 and Exhibit A List of Properties

Res 21-R-11- Exhibit B Maps

Exhibit C

RESOLUTION NO. 21-R-11

A RESOLUTION OF THE CITY COUNCIL OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE DEVELOPMENT AGREEMENT EXTENSIONS IN RELATION TO DEVELOPMENT AGREEMENTS ENTERED INTO NOVEMBER OF 2010, APRIL OF 2011, AND AUGUST OF 2011

WHEREAS, Texas Local Government Code Section 43.016 requires that before unilateral annexation of a property which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter that a municipality must offer a development agreement to said property owner pursuant to Texas Local Government Code Section 212.172 that guarantees the continuation of the extraterritorial status of the area for a certain time and authorizes the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber; and

WHEREAS, in 2010 and 2011 the City of Schertz offered Development Agreements to property owners for a period of 10 years at which time the agreement was set to expire with groups expiring in November 2020, April 2021 and August 2021; and

WHEREAS, due to the nationwide and statewide declaration of public health emergency related to COVID-19, which impacted the city's ability to reach out well in advance to discuss the expiration of the delayed annexation agreements and the resulting annexation of the properties under said agreements with the property owner; and

WHEREAS, City staff has recommend to the City Council that Development Agreement Extensions be offered to the property owners with existing Development Agreements in order to delay the annexation of their properties for a term not to exceed January 1, 2024 with the City concluding all annexation proceedings commenced under these Development Agreement Extensions before December 31, 2024; and

WHEREAS, City staff has communicated with and received or in the process of receiving signed Development Agreement Extensions from property owners within the November 2020, April 2021, and August 2021 Expiration groups; listed as Exhibit A and shown on Exhibit B and

WHEREAS, the City desires to allow the City Manager to sign and execute Development Agreement Extensions with all property owners desiring extensions with original Development Agreements expiring in November of 2020, April of 2021 and August 2021.

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

Section 1. The City Council hereby authorizes the City Manager to offer to qualifying landowners, and to execute and deliver, a Development Agreement Extension with such landowners identified in Exhibit A and Exhibit B in substantially the form set forth on Exhibit C, to be completed with the name of the property owner (s), the legal description of the property, the county in which the property is located, the property owner's notice address, and the date of the

Development Agreement Extension. Development Agreement which otherwise varies from the attached Form Development Agreement must be approved by the City Council.

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 9th day of February, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

EXHIBIT A
(List of Property Owners within the November 2020 Expiration Group)

Ord. No.	Current Property Owners	Property Address	Acres	County	Parcel IDs	Effective Date	Termination Date
10-A-33	Brenda Gaye Webb	360 Big John Lane	12.43	Guadalupe	68374	11/9/2010	11/9/2020
10-A-33	Brian K. Wetz	5500 Eckhardt Rd. New Braunfels, TX 78132	69.82	Comal	78218	11/9/2010	11/9/2020
10-A-33	Daryl W. Hoffmann & Todd D. Hoffmann	No Address Assigned per CAD	25.179	Comal	78957	11/9/2010	11/9/2020
10-A-33	Daryl W. Hoffmann & Todd D. Hoffmann	No Address Assigned per CAD	2.059	Comal	78960	11/9/2010	11/9/2020
10-A-33	Donald Zipp	6080 FM 482 New Braunfels, TX 78132	11	Comal	78976	11/9/2010	11/9/2020
10-A-33	Lois N. Voigt	Engel Rd. TX	46.64	Guadalupe	61614	11/9/2010	11/9/2020
10-A-33	Lois N. Voigt	8929 Green Valley Rd. TX	1	Guadalupe	61615	11/9/2010	11/9/2020
10-A-33	Roland A. Oritz	594 Froboese Ln. New Braunfels, TX 78130	0.5	Guadalupe	68378	11/9/2010	11/9/2020
10-A-33	Roland A. Ortiz	594 Froboese Ln. New Braunfels, TX 78130	9.5	Guadalupe	68377	11/9/2010	11/9/2020
10-A-33	Ronald Keith & Suzanne L. Schott	Engel Rd. TX	4	Guadalupe	68384	11/9/2010	11/9/2020
10-A-33	Ronald Keith & Suzanne L. Schott	1300 Engel Rd. Tx	1	Guadalupe	68385	11/9/2010	11/9/2020
10-A-33	Ronald Keith & Suzanne L. Schott	Engel Rd. TX	73.29	Guadalupe	68382	11/9/2010	11/9/2020
10-A-33	Ronald Keith & Suzanne L. Schott	860 Engel Rd. TX	1.07	Guadalupe	68383	11/9/2010	11/9/2020
10-A-33	Sandra Reeh	No Address Assigned per CAD	106.115	Comal	79001	11/9/2020	11/9/2020
10-A-33	Sandra Reeh	5887 FM 482 New Braunfels, TX 78132	1.393	Comal	78945	11/9/2010	11/9/2020
10-A-33	Sandra Reeh	0 FM 482 New Braunfels, TX 78132	2.699	Comal	78946	11/9/2010	11/9/2020
10-A-33	Sandra Reeh	0 FM 482 New Braunfels, TX 78132	7.96	Comal	75480	11/9/2010	11/9/2020
10-A-33	Sandra Reeh	0 FM 482 New Braunfels, TX 78132	4.43	Comal	78247	11/9/2010	11/9/2020

EXHIBIT A CONT.**(List of Property Owners within the November 2020 Cont. Expiration Group)**

Ord. No.	Current Property Owners	Property Address	Acres	County	Parcel IDs	Effective Date	Termination Date
10-A-33	Timothy A. & Sharlene E. Fey	6025 FM 482 New Braunfels, TX 78132-4544	28.273	Comal	79009	11/29/2010	11/29/2020
10-A-33	Timothy A. & Sharlene E. Fey	No Address Assigned per CAD	68.248	Comal	79006	11/9/2010	11/9/2020
10-A-33	Timothy A. & Sharlene E. Fey	6028 FM 482 New Braunfels, TX 78132-4542	4.014	Comal	79004	11/9/2010	11/9/2020
10-A-33	Weston Ranch Foundation	Green Valley Rd. TX	228.494	Guadalupe	61511	11/9/2010	11/9/2020
10-A-33	Weston Ranch Foundation	Green Valley Rd. TX	47.03	Guadalupe	61609	11/9/2010	11/9/2020
10-A-33	Wild West Farms LLC	570 Froboese Ln. New Braunfels, TX 78130	1	Guadalupe	68381	11/9/2010	11/9/2020
10-A-33	Wild West Farms LLC	570 Froboese Ln. New Braunfels, TX 78130	8	Guadalupe	68380	11/9/2010	11/9/2020

EXHIBIT A CONT.
(List of Property Owners within the April 2021 Expiration Group)

Ord. No.	Current Property Owners	Property Address	Acres	County	Parcel IDs	Effective Date	Termination Date
11-A-09	Milton & Billie Friesenhahn, Elizabeth Ann Basha, Jeanne Maire Zwicke, and Katherine Menk	Lower Seguin Rd. Schertz, TX 78154	11.651	Bexar	310012	4/19/2011	4/19/2021
11-A-09	Alton B. & Eileen Schneider	12205 Lower Seguin Rd. Schertz, TX 78154	11.5	Bexar	309842	4/19/2011	4/19/2021

EXHIBIT A CONT.
(List of Property Owners within the August 2021 Expiration Group)

Ord. No.	Current Property Owners	Property Address	Acres	County	Parcel IDs	Effective Date	Termination Date
11-A-22	Ernest E. & Regina E. Marshall	12198 Schaefer Rd. Schertz, TX 78108	14.932	Bexar	309837	8/9/2011	8/9/2021
11-A-22	Wesley H. Rumpf	12250 Schaefer Rd. Schertz, TX 78108	18.65	Bexar	309807	8/9/2011	8/9/2021
11-A-22	Wesley H. Rumpf	12250 Schaefer Rd. Schertz, TX 78108	9.606	Bexar	309814	8/9/2011	8/9/2021
11-A-22	Janis K. Ludwig	RAF Burnette, Schertz, TX 78108	37.921	Bexar	1274920	8/9/2011	8/9/2021
11-A-22	David N. Ludwig	12572 RAF Burnette, Schertz, TX 78108	36.921	Bexar	309419	8/9/2011	8/9/2021
11-A-22	Bruce J. Wales	RAF Burnette, Cibolo, TX 78108	14.3	Bexar	1141730	8/9/2011	8/9/2021
11-A-22	David A. & Lenore M. Young	RAF Burnette, Cibolo, TX 78108	10	Bexar	309418	8/9/2011	8/9/2021
11-A-22	David A. & Lenore M. Young	12826 RAF Burnette, Cibolo, TX 78108	64.422	Bexar	309421	8/9/2011	8/9/2021
11-A-22	Larry W. Baumann	13011 Lower Seguin Rd 2, Schertz, TX 78154	127.7	Bexar	309425	8/9/2011	8/9/2021
11-A-22	Larry W. & Yvonne Z. Baumann	Lower Seguin Rd. Schertz TX 78154	27.8	Bexar	309427	8/9/2011	8/9/2021
11-A-22	Rosendo Zambrano Fernandez	13191 Lower Seguin Rd. Schertz, TX 78154	38.611	Bexar	309429	8/9/2011	8/9/2021
11-A-22	Rosendo Zambrano	6160 Lower Seguin Rd. Schertz, TX 78108	3.49	Bexar	312008	8/9/2011	8/9/2021
11-A-22	Ronald Scott & Mia Suzanne Roemer	12180 Lower Seguin Rd. Schertz, TX 78154	12.754	Bexar	310007	8/9/2011	8/9/2021
11-A-22	Gary R. Fairley	12310 Lower Seguin Rd. Schertz, TX 78154	33.115	Bexar	310004	8/9/2011	8/9/2021
11-A-22	Mark M. Reyes	12330 Lower Seguin Rd. Schertz, TX 78154	20	Bexar	310002	11/15/2011	11/15/2021
11-A-22	Doris Asher L/E; Michael Asher & Linda S. Harman	12606 Lower Seguin Rd. Schertz, TX 78154	10.413	Bexar	310025	8/9/2011	8/9/2021
11-A-22	Sue N. Fluitt // Alfred Fluitt	12610 Lower Seguin Rd. Schertz, TX 78154	19.47	Bexar	310024	8/9/2011	8/9/2021
11-A-22	Alfred L. Fluitt	12740 Lower Seguin Rd. Schertz, TX 78154	16.16	Bexar	310031	8/9/2011	8/9/2021
11-A-22	Janice S. & Robert C JR Lindorfer	12818 Lower Seguin Rd. Schertz, TX 78154	11.9	Bexar	310030	8/9/2011	8/9/2021

EXHIBIT A CONT.
(List of Property Owners within the August 2021 Continued Expiration Group)

Ord. No.	Current Property Owners	Property Address	Acres	County	Parcel IDs	Effective Date	Termination Date
11-A-22	Karen Marx Fischer	12840 Lower Seguin Rd. Schertz, TX 78154	5.73	Bexar	310019	8/9/2011	8/9/2021
11-A-22	Karen Marx Fischer	Lower Seguin Rd. Schertz TX 78154	1	Bexar	1139530	8/9/2011	8/9/2021
11-A-22	Milton & Billie Friesenhahn, Elizabeth Ann Basha, Jeanne Marie Zwicke, Katherine Menk	12840 Lower Seguin Rd. Schertz, TX 78154	76.365	Bexar	310022	8/9/2011	8/9/2021
11-A-22	Seanna Fraser Holtz	12820 Lower Seguin Rd. Schertz, TX 78108	189.75	Bexar	310032	8/9/2011	8/9/2021
11-A-22	Steven William Thurlow	FM 1518, Schertz, TX 78154	12.532	Bexar	1103092	8/9/2011	8/9/2021
11-A-22	Steven William Thurlow	FM 1518, Schertz, TX 78154	11.077	Bexar	1103091	8/9/2011	8/9/2021
11-A-22	Steven William Thurlow	FM 1518, Schertz, TX 78154	5.05	Bexar	1207560	8/9/2011	8/9/2021
11-A-22	Lloyd R. & Jennifer Fairley	12290 Lower Seguin Rd. Schertz, TX 78154	40.556	Bexar	310006	8/9/2011	8/9/2021
11-A-22	Gail Deeley	8702 E. FM 1518 N. Schertz, TX 78154	5.068	Bexar	310111	8/9/2011	8/9/2021
11-A-22	Steven D. Wriggle	8702 E. FM 1518 N. Schertz, TX 78154	5.058	Bexar	310039	8/9/2011	8/9/2021
11-A-22	Gail Deeley	FM 1518, Schertz, TX 78154	4.354	Bexar	1103093	8/9/2011	8/9/2021
11-A-22	Steven W. Thurlow Revocable Trust	8890 E. FM 1518 N. Schertz, TX 78154	1.8294	Bexar	310107	8/9/2011	8/9/2021
11-A-22	John E. & Alberta Lundquist	8630 E. FM 1518 N. Schertz, TX 78154	6.08	Bexar	310125	8/9/2011	8/9/2021
11-A-22	Philip E. JR & Susan R. Jacobson	8540 E. FM 1518 N. Schertz, TX 78154	9.3116	Bexar	310126	8/9/2011	8/9/2021
11-A-22	Steven W. Thurlow Revocable Trust	8710 E. FM 1518 N. Schertz, TX 78154	4.8382	Bexar	310090	8/9/2011	8/9/2021
11-A-22	Gail Deeley	FM 1518, Schertz, TX 78154	0.644	Bexar	1103220	8/9/2011	8/9/2021
11-A-22	Grace Strain	8890 E. FM 1518 N. Schertz, TX 78154	1	Bexar	1061511	8/9/2011	8/9/2021
11-A-22	Grace Strain	8890 E. FM 1518 N. Schertz, TX 78154	3.6332	Bexar	310108	8/9/2011	8/9/2021
11-A-22	Brandon McGarrell	FM 1518, Schertz, TX 78154	3.15	Bexar	1298380	8/9/2011	8/9/2021

EXHIBIT A CONT.
(List of Property Owners within the August 2021 Continued Expiration Group)

Ord. No.	Current Property Owners	Property Address	Acres	County	Parcel IDs	Effective Date	Termination Date
11-A-22	Daniel O. & Christin M. Corrigan	12839 Woman Hollering Rd. Schertz, TX 78154	25.211	Bexar	310175	8/9/2011	8/9/2021
11-A-22	Wiederstein Trust Fund % Ray Joy Wiederstein	9275 Weir Ave. Schertz, TX 78154	165.64	Bexar	310053	8/9/2011	8/9/2021
11-A-22	Melvin Alvin Krueger	9261 Weir Ave. Cibolo, TX 78108	42.116	Bexar	310048	8/9/2011	8/9/2021
11-A-22	Ruth E. Martin	Weir Ave. Schertz, TX 78154	42.116	Bexar	1190132	8/9/2011	8/9/2021
11-A-22	Paul D. & Mary Gayle Rundus	Weir Rd. Schertz, TX 78154	39	Bexar	1269117	8/9/2011	8/9/2021
11-A-22	Joseph & Jacqueline Iris Garcia	9114 Weir Ave. Cibolo, TX 78108	20.846	Bexar	312012	8/9/2011	8/9/2021
11-A-22	Royce E. II & Nancy J. Goddard	Weir Ave. Schertz, TX 78154	20.955	Bexar	1315951	8/9/2011	8/9/2021
11-A-22	Nell Rose Daum Weir	9044 Weir Ave., Schertz, TX 78154	26.467	Bexar	312015	8/9/2011	8/9/2021
11-A-22	Nell Rose Daum Weir	8680 Weir Ave., Schertz, TX 78154	40	Bexar	312017	8/9/2011	8/9/2021
11-A-22	Mark A. & Catherine K. Penshorn	8320 Trainer Hale Rd. Schertz, TX 78154-4538	33.5	Bexar	312018	8/9/2011	8/9/2021
11-A-22	Mark A. & Catherine K. Penshorn	8320 Trainer Hale Rd. Schertz, TX 78154-4538	15.604	Bexar	312024	8/9/2011	8/9/2021
11-A-22	Mark Ace Penshorn	8320 Weir Ave., Schertz, TX 78154	23.9	Bexar	312025	8/9/2011	8/9/2021
11-A-22	Mark Ace Penshorn	Trainer Hale Rd., Schertz, TX 78154	93.776	Bexar	1056966	8/9/2011	8/9/2021
11-A-22	Mark Ace Penshorn	8320 Trainer Hale Rd. Schertz, TX 78154-4538	23.9	Bexar	312023	8/9/2011	8/9/2021
11-A-22	Kay Penshorn Vincent	Trainer Hale Rd., Schertz, TX 78154	42.021	Bexar	1056967	8/9/2011	8/9/2021
11-A-22	Edward & Lisa R. Schmidt	8206 Trainer Hale Rd. Schertz, TX 78154	1.64	Bexar	339325	8/9/2011	8/9/2021
11-A-22	Betty Schmidt	8180 Trainer Hale Rd. Schertz TX 78154	76.525	Bexar	340059	8/9/2011	8/9/2021
11-A-22	Roger E. Scott Living Trust	14384 Schmidt Craft Ln. Schertz, TX 78154	12.244	Bexar	339334	8/9/2011	8/9/2021

EXHIBIT A CONT.
(List of Property Owners within the August 2021 Continued Expiration Group)

Ord. No.	Current Property Owners	Property Address	Acres	County	Parcel IDs	Effective Date	Termination Date
11-A-22	Roger E. Scott Living Trust	14384 Schmidt Craft Ln. Schertz, TX 78154	0.887	Bexar	339329	8/9/2011	8/9/2021
11-A-22	Brenda Craft Scott	14546 Schmidt-Craft Ln. Schertz, TX 78154	35.097	Bexar	1178479	8/9/2011	8/9/2021
11-A-22	James & Andrea Lanoue	14532 Schmidt, Schertz TX 78154	0.731	Bexar	339328	8/9/2011	8/9/2021
11-A-22	Donald R. & Lana J. Smidt	14678 Schmidt Craft Ln. Schertz, TX 78154	11.89	Bexar	339331	8/9/2011	8/9/2021
11-A-22	Lana Craft Smidt	Schmidt-Craft Ln. Schertz, TX 78154	16.081	Bexar	1178480	8/9/2011	8/9/2021
11-A-22	Reagan & Jeanne Rawe	7993 Trainer Hale Rd. Schertz, TX 78154	101.347	Bexar	339790	8/9/2011	8/9/2021
11-A-22	Ronald R. Jr & Deanna R. Hulett	Trainer Hale Rd., Schertz, TX 78154	11	Bexar	1140481	8/9/2011	8/9/2021
11-A-22	Allen & Kathy Wiederstein	8175 Trainer Hale Rd. Schertz, TX 78154	2	Bexar	339293	8/9/2011	8/9/2021
11-A-22	Allen Wiederstien	7993 Trainer Hale Rd. Schertz, TX 78154	78.939	Bexar	339295	8/9/2011	8/9/2021
11-A-22	Ralph Haecker	8205 Trainer Hale Rd. Schertz, TX 78154	61.97	Bexar	339290	8/9/2011	8/9/2021
11-A-22	Ralph Haecker	8205 Trainer Hale Rd. Schertz, TX 78154	1	Bexar	339288	8/9/2011	8/9/2021
11-A-22	Joylene S. Herrera	8215 Trainer Hale Rd. Schertz, TX 78154	88.9	Bexar	339286	8/9/2011	8/9/2021
11-A-22	Enomie M. Real	8321 Trainer Hale Rd. Schertz, TX 78154	67.035	Bexar	339284	8/9/2011	8/9/2021
11-A-22	Henry W. Family TR & Luensmann	8447 Trainer Hale Rd. Schertz, TX 78154	5.44	Bexar	339275	8/9/2011	8/9/2021
11-A-22	Charles O. Luensmann	8447 Trainer Hale Rd. Schertz, TX 78154	2.5	Bexar	339276	8/9/2011	8/9/2021
11-A-22	Henry W. Family TR & Luensmann	8745 Trainer Hale Rd. Schertz, TX 78154	86.5009	Bexar	339274	8/9/2011	8/9/2021
11-A-22	Charles O. Luensmann	8602 Trainer Hale Rd. Schertz, TX 78154	68.146	Bexar	310059	8/9/2011	8/9/2021
11-A-22	Valerie Hartmann & Brian Beutnagel	8676 Trainer Hale Rd. Schertz, TX 78154	78.146	Bexar	310060	8/9/2011	8/9/2021
11-A-22	James W. Jr & Sharon Barr	Trainer Hale Rd., Schertz, TX 78154	5.05	Bexar	1013798	8/9/2011	8/9/2021
11-A-22	James W. Jr & Sharon Barr	8758 Trainer Hale Rd. Schertz, TX 78154	5	Bexar	310222	8/9/2011	8/9/2021

EXHIBIT A CONT.
(List of Property Owners within the August 2021 Continued Expiration Group)

Ord. No.	Current Property Owners	Property Address	Acres	County	Parcel IDs	Effective Date	Termination Date
11-A-22	Gerald Wayne & Diana Kelly Vrana	8770 Trainer Hale Rd. Schertz, TX 78154	9.956	Bexar	310225	8/9/2011	8/9/2021
11-A-22	Kneupper Bryson Properties LTD	8850 Trainer Hale Rd. Schertz, TX 78154	52.61	Bexar	310121	8/9/2011	8/9/2021
11-A-22	Gary Richard Obearle	7530 E. FM 1518 N. Schertz, TX 78154	8.165	Bexar	310070	8/9/2011	8/9/2021
11-A-22	Michael A. McCoy	7668 E. FM 1518 N. Schertz, TX 78154	9.8678	Bexar	310064	8/9/2011	8/9/2021
11-A-22	Jarrett Sean Dziuk	9260 Weir Ave. Schertz, TX 78154	22.283	Bexar	Portion of 312014	8/9/2011	8/9/2021
11-A-22	Keith Allan Henk & Melissa Karol Henk	9260 Weir Ave. Schertz, TX 78154	22.762	Bexar	Portion of 312014	8/9/2011	8/9/2021

Exhibit "B"

November 2020

- ▲ No Change

★ Subdivided

■ Change

📄 Development Agreement

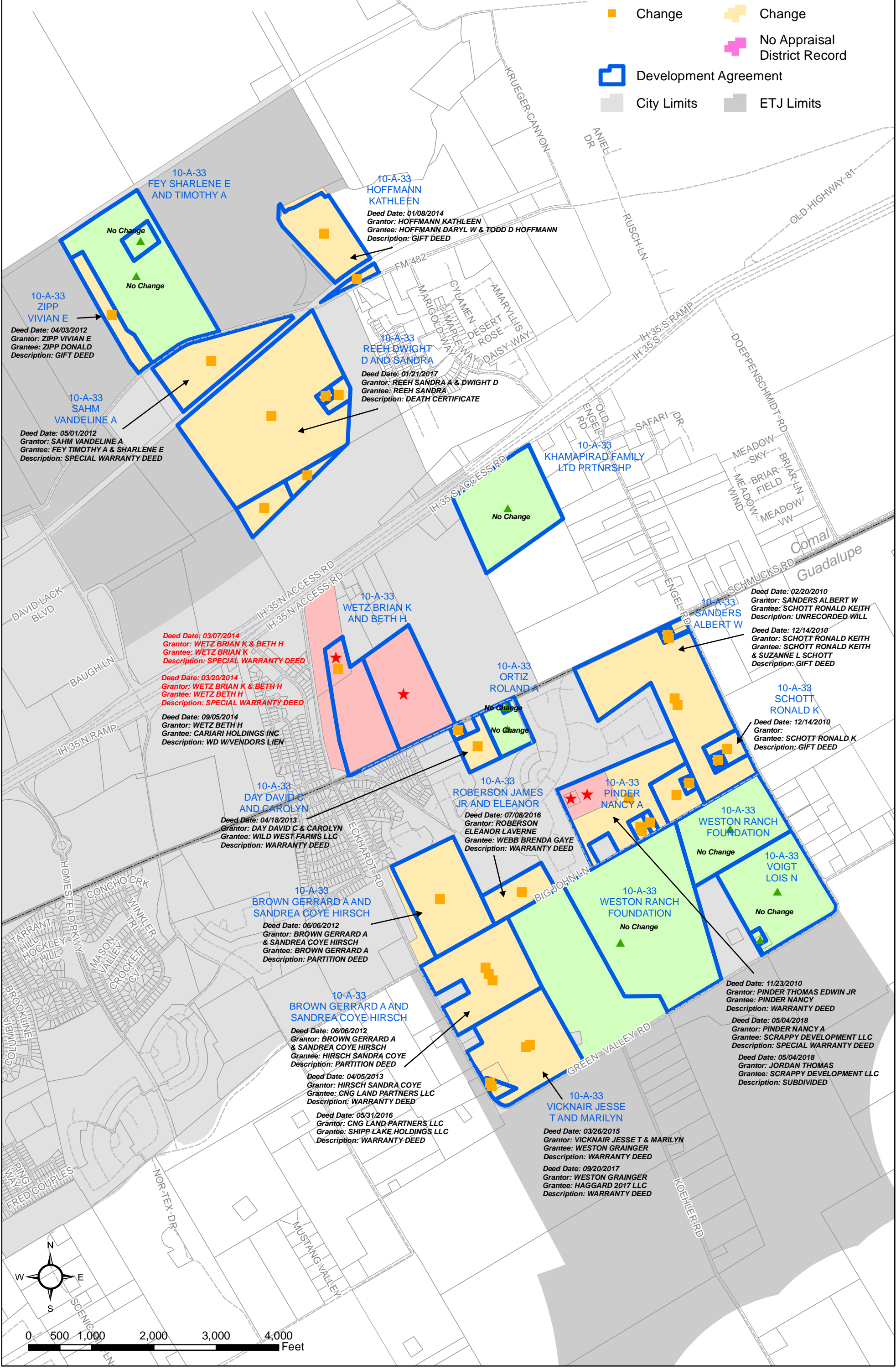
▬ City Limits
- No Change

➤ Subdivided Parcel

➤ Change

📄 No Appraisal District Record

▬ ETJ Limits



November 2020

▲

No Change

★

Subdivided

■

Change

📁

Development Agreement

🏙️

City Limits

■

No Change

■

Subdivided Parcel

■

Change

■

No Appraisal District Record

■

ETJ Limits

The map displays a large yellow-shaded area outlined in blue, representing a specific land tract. Within this area, two parcels are identified with orange square markers and labeled: '10-A-34 SCHEEL GERALDINE Z' and '10-A-34 SCHEEL, GERALDINE Z'. To the right of the lower parcel, deed information is provided: 'Deed Date: 01/28/2015', 'Grantor: SCHEEL GERALDINE Z', 'Grantee: CCMA', and 'Description: GENERAL WARRANTY DEED'. Another deed is noted in the upper right: 'Deed Date: 03/06/2014', 'Grantor: KALINOWSKI MICHAEL Z', 'Grantee: CCMA', and 'Description: DEED'. The map includes surrounding roads such as SCHMIDT-CRAFT LN, TRAINER-HALE RD, DUSTY FIELDS, FM-2538, and several access roads (IH-10 E and W). A blue outline indicates the 'Development Agreement' boundary. Light gray areas represent 'City Limits', and darker gray areas represent 'ETJ Limits'. A compass rose and a scale bar (0 to 2,000 feet) are located in the bottom right corner.

April 2021

▲ No Change

★ Subdivided

■ Change

📁 Development Agreement

City Limits

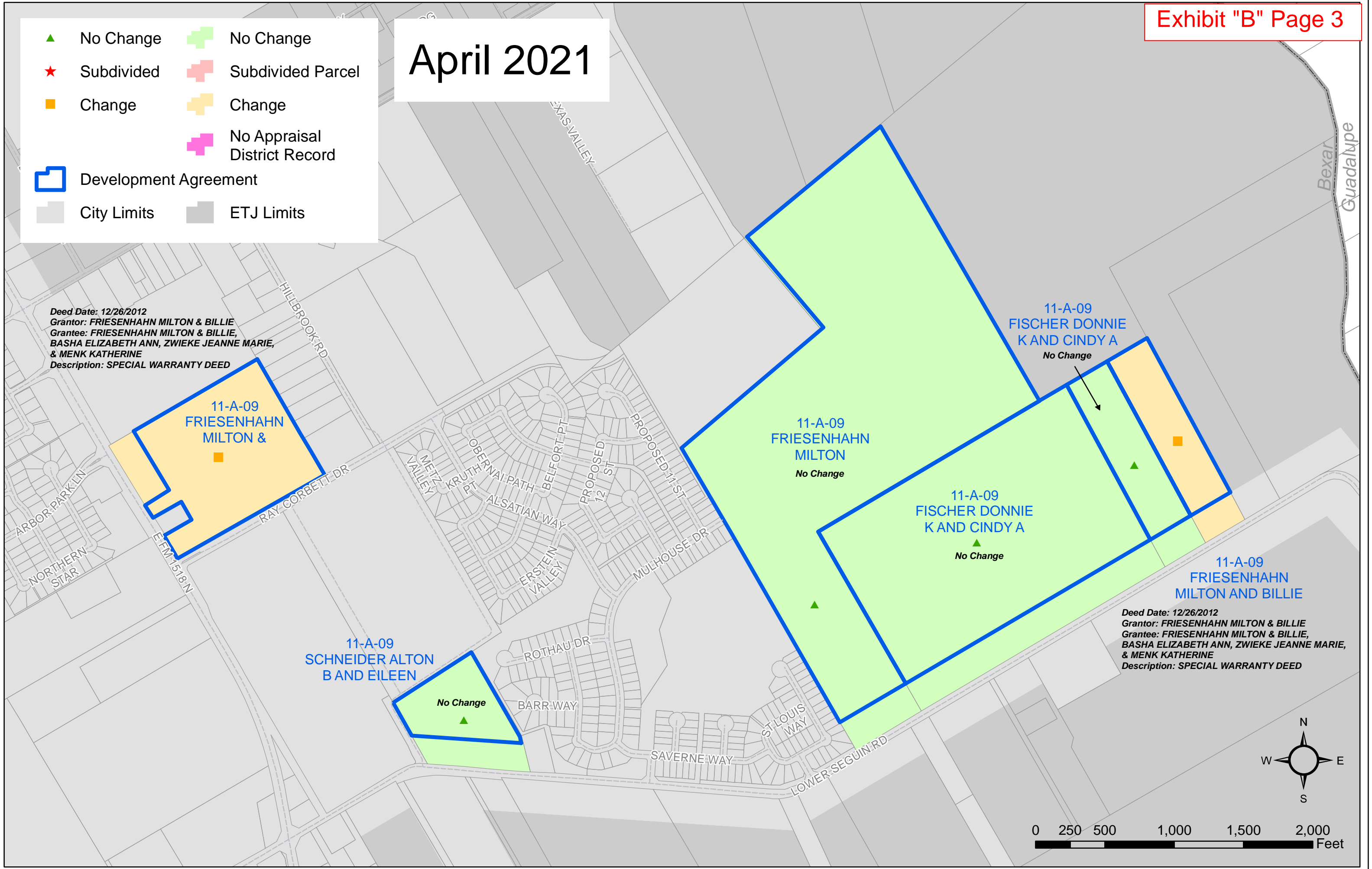
■ No Change

■ Subdivided Parcel

■ Change

■ No Appraisal District Record

ETJ Limits



Deed Date: 12/26/2012
Grantor: FRIESENHAHN MILTON & BILLIE
Grantee: FRIESENHAHN MILTON & BILLIE,
BASHA ELIZABETH ANN, ZWIEKE JEANNE MARIE,
& MENK KATHERINE
Description: SPECIAL WARRANTY DEED

Deed Date: 12/26/2012
Grantor: FRIESENHAHN MILTON & BILLIE
Grantee: FRIESENHAHN MILTON & BILLIE,
BASHA ELIZABETH ANN, ZWIEKE JEANNE MARIE,
& MENK KATHERINE
Description: SPECIAL WARRANTY DEED

August 2021

- ▲ No Change

★ Subdivided

■ Change

📄 Development Agreement

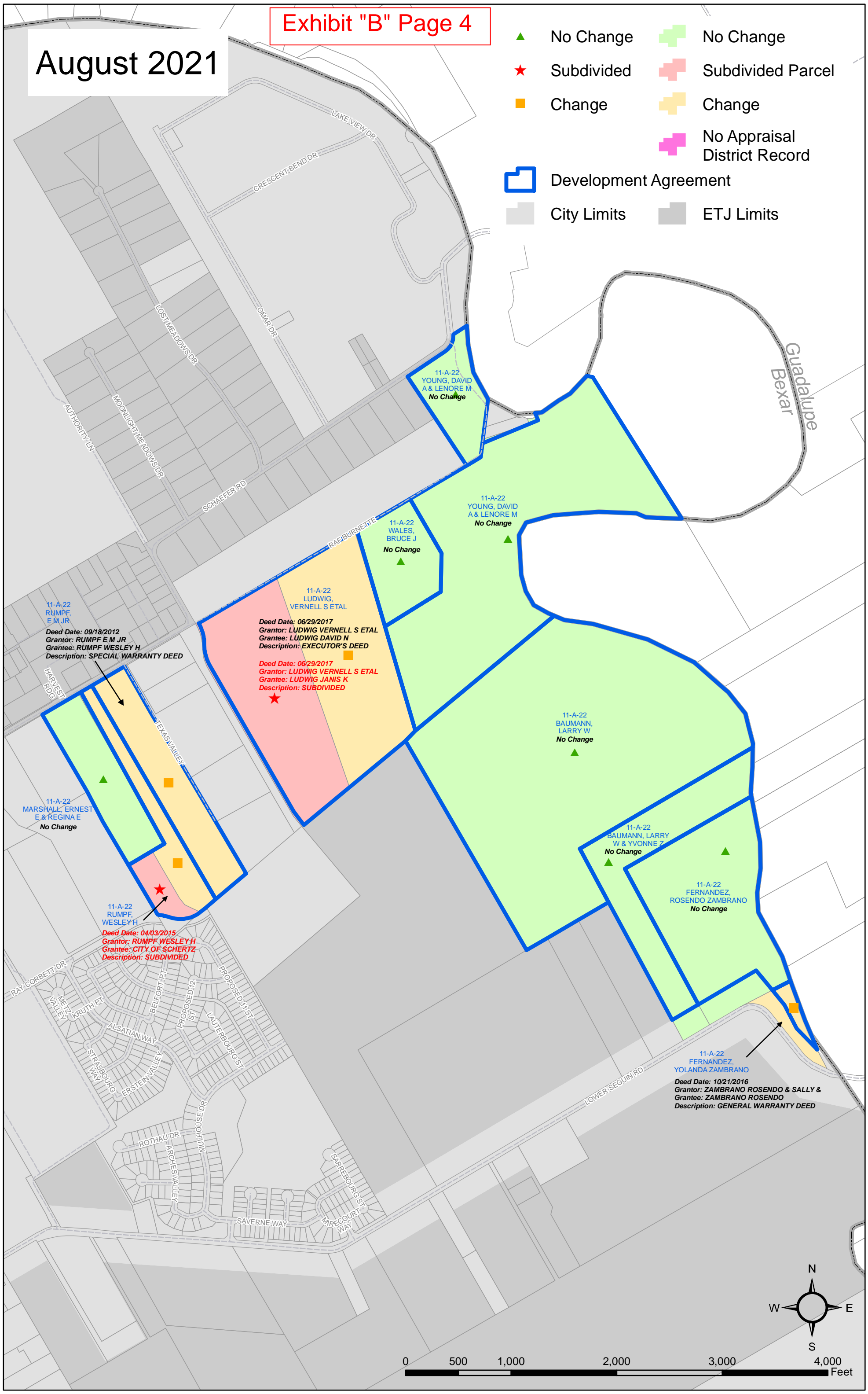
■ City Limits
- No Change

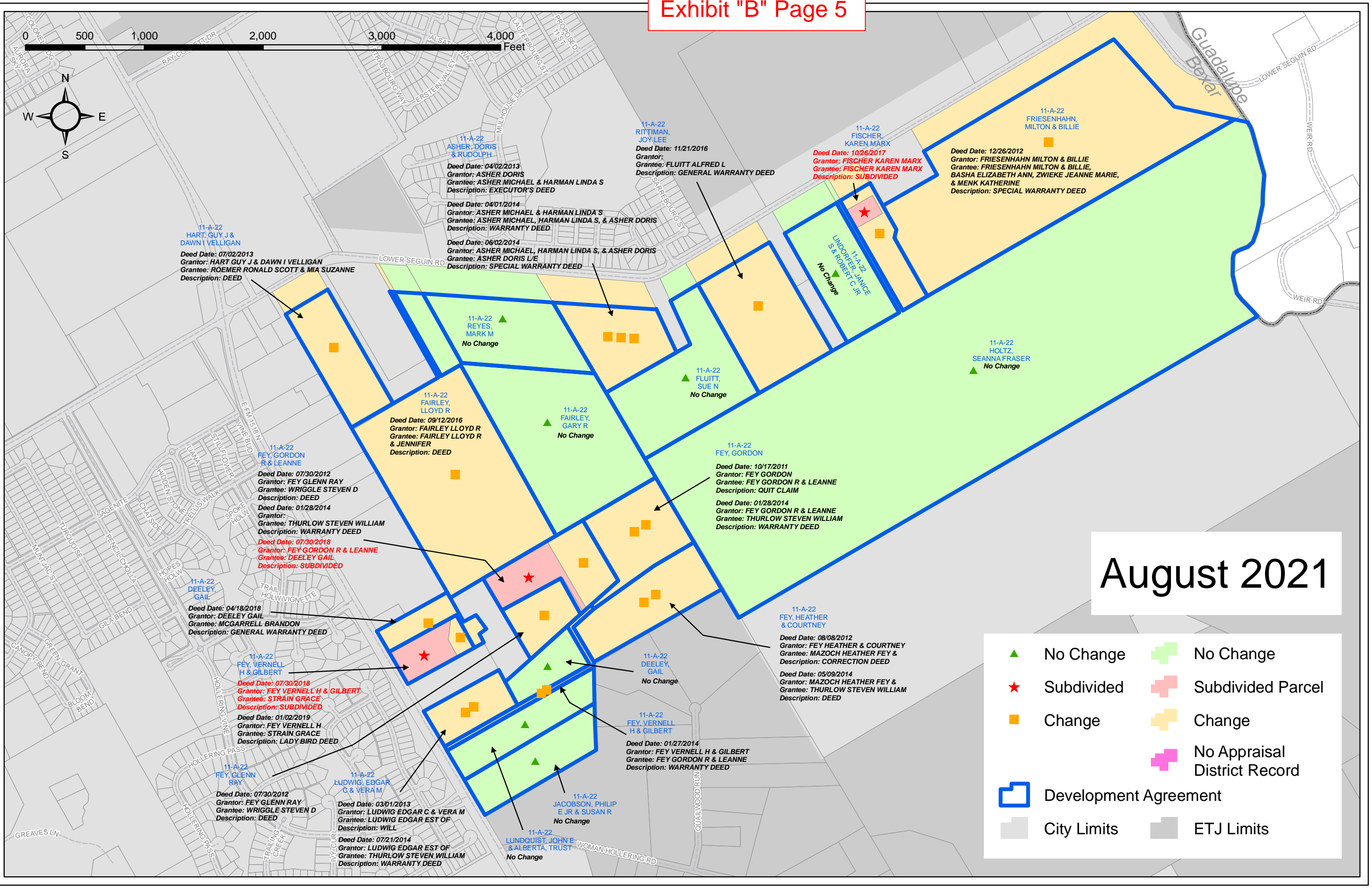
➤ Subdivided Parcel

➤ Change

➤ No Appraisal District Record

■ ETJ Limits





August 2021

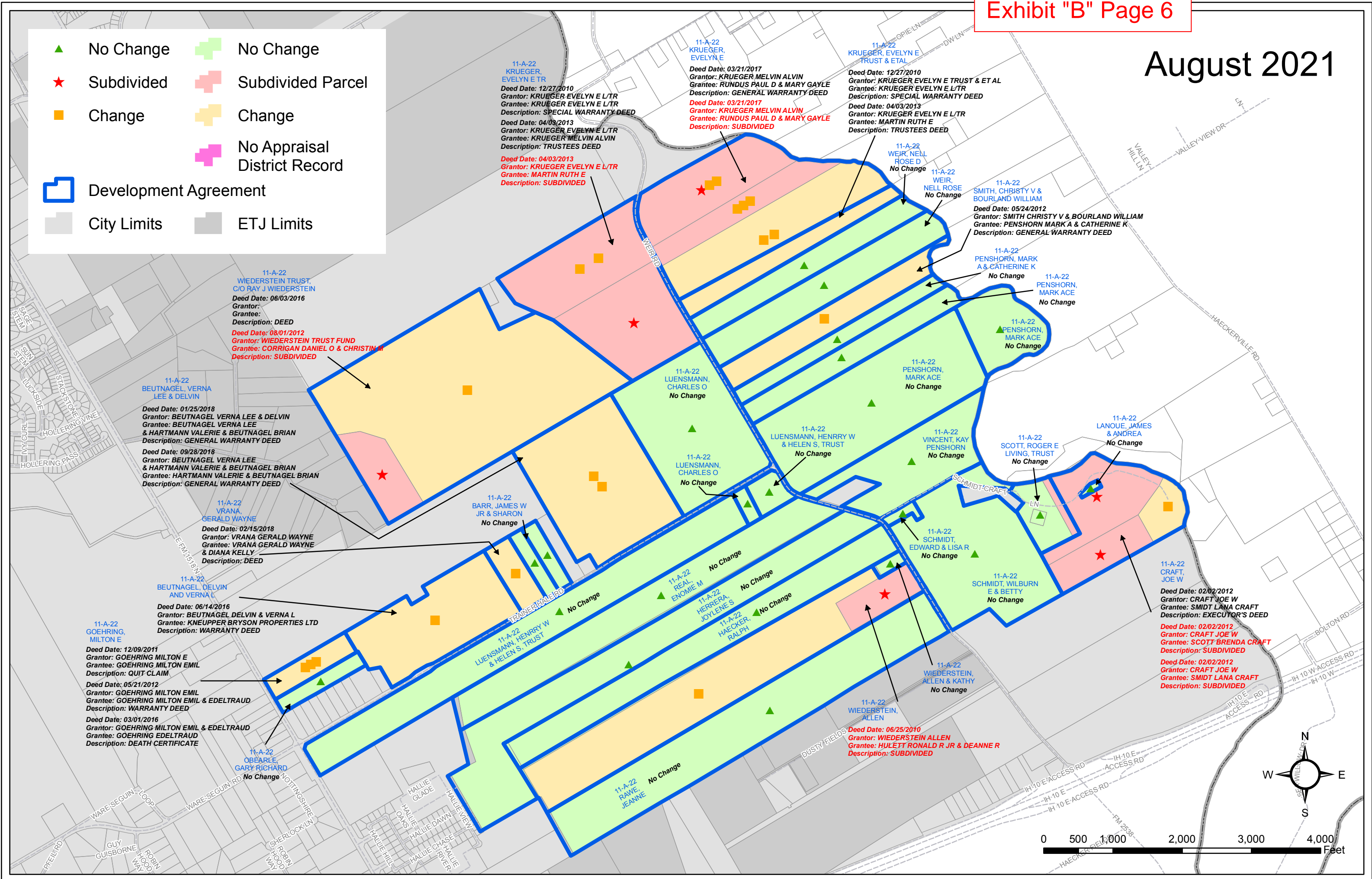


EXHIBIT C
(Development Agreement Extension Example)

DEVELOPMENT AGREEMENT EXTENSION

This DEVELOPMENT AGREEMENT EXTENSION ("Extension"), dated _____, 2021 ("Effective Date"), made by and between the CITY OF SCHERTZ, TEXAS, a home rule municipality located in Guadalupe County, Texas ("City"), and [Property Owners Name] ("Landowner"), collectively ("Parties");

WHEREAS, Landowner owns certain real property located in [County in which the property is in] County, Texas that is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter of the Tax Code and such real property being more particularly depicted in **Exhibit A** attached hereto and incorporated into this agreement (the "Property");

WHEREAS, Texas Local Government Code Section 43.016 requires that before unilateral annexation of a property which is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E of that chapter that a municipality must offer a development agreement to said property owner pursuant to Texas Local Government Code Section 212.172 that guarantees the continuation of the extraterritorial status of the area for a certain time and authorizes the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber; and

WHEREAS, the Parties entered into a Development Agreement that both agree satisfies the requirements of Texas Local Government Code Sections 43.016 and 212.172 and as attached hereto as **Exhibit B**; and

WHEREAS, in recognition of the mutual benefits to be derived from the controlled development of the Property and its guaranteed continued extra territorial status for a certain time, the Parties desire to enter into this Extension, pursuant to Sections 212.172 and 43.016 of the Local Government Code of the State of Texas, to evidence their agreements with respect to guaranteeing the continuation of the extraterritorial status of the land and its immunity from annexation by the City for a period of years, extending the municipality's regulatory authority over the land by providing for all regulations and planning authority of the City that do not interfere with the use of the area for its currently appraised purpose, authorizing enforcement by the City of certain regulations in the same manner the regulations are enforced within the City's boundaries and authorizing enforcement by the City of certain agreed upon land use and development regulations; and

WHEREAS, the City of Schertz City Council authorized and approved this Extension at a regularly scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City of Schertz on _____.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained or referred to herein, the receipt and sufficiency of which is hereby acknowledged by the City and the Landowner, the Parties hereto agree as follows:

PURPOSE

The Agreement entered between the Parties was for a period of ten (10) years, after which the City was to begin the process of annexation. In March of 2020, a nationwide and statewide declaration of public health emergency was declared by President Trump and Governor Abbott respectively. Such declarations significantly limited the ability of the City and Landowner to adequately discuss and/or negotiate the annexation of the Property in a manner satisfactory to the Parties. There exists a possibility that the City will begin a review and possible update of the Comprehensive Plan that could influence the future land use in the City. Because of the foregoing factors, the Parties agree that it is in the best interest of the Parties to continue the extraterritorial status of the area for a certain time and authorize the continued enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber.

Therefore, the Parties hereby agree that the Original Development Agreement attached hereto as Exhibit B is hereby extended for a period of two (2) additional years from the effective date. Any terms and conditions of the Original Development Agreement not amended herein shall remain in effect for the duration of the Extension.

Section 1. City Covenants remains and is amended by adding the following: The Parties agree that with respect to municipal services, **Exhibit C** shall constitute a negotiated written agreement regarding services for purposes of voluntary annexation pursuant to the Agreement, and as required by Local Government Code Section 43.0672

Section 2. Landowner Covenants remains and is amended as follows: references to Local Government Code Section 43.035(b)(1)(B) shall be Local Government Code Section 43.016(b)(1)(B) as Redesignated by Acts 2017, 85th Leg., 1st C.S., ch.6 (S.B.6), Section 9, effective Dec.1, 2017.

Section 3. Remedies; No Vested Rights remains and is amended as follows: the reference to Local Government Code Section 43.035(b) shall be Local Government Code Section 43.016(b) as Redesignated by Acts 2017, 85th Leg., 1st C.S., ch.6 (S.B.6), Section 9, effective Dec.1, 2017.

Section 4. Eminent Domain remains unchanged

Section 5. Term; Annexation at End of Term remains and is amended as follows:

(a) The term of this Extension is the earliest to occur of (i) January 1, 2024, (ii) [unchanged] (iii) [unchanged] (iv) [unchanged]

(b) [unchanged]

(c) [add] The City shall conclude any Annexation proceedings commenced under the terms of this Agreement before December 31, 2024 unless an earlier conclusion is required by an applicable statutory timeline.

Section 6. Initial Zoning Upon Annexation is amended as follows: Upon annexation the property shall be zoned in accordance with the uses and procedures set forth in the City's Comprehensive Land Plan and Unified Development Code.

Section 7. Sale of Land; Change in Exemption Status remains unchanged

Section 8. Recordation remains unchanged

Section 9. Subsequent Change in Law remains unchanged

Section 10. Survival remains unchanged

Section 11. No Implied Waiver remains unchanged

Section 12. Successors and Assigns remains and is amended as follows: [add] The parties may not assign this Agreement to any other person or entity without the prior written consent of the other; provided, however, that no such assignment shall operate to release the assigning party from its obligations hereunder. This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the City and the Landowner and their respective successors and assigns, including all future owners of the Property.

Section 13. Approvals or Consents remains unchanged

Section 14. Addresses and Notices is amended as follows:

If to the Landowner:

Property Owners Name

Property Owners Mailing Address

Section 15. Severability remains unchanged

Section 16. Merger remains unchanged

Section 17. Cooperation remains unchanged

Section 18. Governing Law remains unchanged

Section 19. Counterparts remains unchanged

[the remainder of this page intentionally left blank]

IN WITNESS WHEREOF, by the Parties hereto have executed this Extension by duly authorized representatives, all as of the Effective Date first above written.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Mark Browne City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Mark Browne, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires:_____

THE LANDOWNER:

By: _____

Name: _____

Date: _____

THE STATE OF TEXAS §

 §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021 by [Property Owners Name].

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: February 9, 2021
Department: City Secretary
Subject: Boards, Commissions and Committee Member Resignations - Consideration and/or action approving the resignations of Mr. Will Soto and Ms. Debbie Krause from the Historical Preservation Committee. (M. Browne/B. Dennis)

BACKGROUND

The City Secretary's office has received resignations from Mr. Will Soto and Ms. Debbie Krause. Council to approve their resignations.

CITY COUNCIL MEMORANDUM

City Council Meeting: February 9, 2021
Department: Emergency Medical Services
Subject: Resolution No. 21-R-02 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to enter into an agreement with Affinity Family Care Clinic for Mobile Integrated Healthcare (MIH) services. (C. Kelm/J. Mabbitt)

BACKGROUND

Schertz Emergency Medical Services provides regional emergency medical services in a 220 square mile service area that includes the municipalities of Schertz, Cibolo, Live Oak, Marion, Santa Clara, Selma, Universal City, western Guadalupe County, Comal County ESD #6 and a small area of unincorporated Bexar County.

EMS also incorporates a Mobile Integrated Healthcare (MIH) program staffed by one MIH Paramedic and a Community Health Coordinator to provide additional services to our residents.

Due to the on-going pandemic, we have identified a gap in healthcare services by our local healthcare partners (physicians, physician assistants and nurse practitioners). Currently, providers are providing telemedicine to their patients, but are unable to assess or provide other services due to the patient not coming physically into the office. With our mobile services, we are able to close this gap by providing these missing needed services (obtaining blood pressures, providing patient assessments, EKGs, etc).

GOAL

To authorize the City Manager to enter into an agreement with Affinity Family Care Clinic for MIH services.

COMMUNITY BENEFIT

There is an advantage to telemedicine for our residents in that they are able to stay at home and not travel. Adding our services will add to services not being offered through telemedicine.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the attached Resolution authorizing the City Manager to enter into an agreement with Affinity Family Care Clinic.

FISCAL IMPACT

The overall impact to the EMS Department is expected to be approximately \$40,000 in revenue annually, which will offset labor costs, fuel and supply costs. The EMS department already has vehicles and other non-durable equipment purchased with previous grants/services that we provide with current agreements in place.

RECOMMENDATION

The City recommends Council approval of Resolution 21-R-02 to authorize the City Manager to enter into an agreement with Affinity Family Care Clinic for MIH services.

Attachments

Agreement

Resolution 21-R-02

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
 §
GUADALUPE COUNTY §

This Agreement for Mobile Integrated Healthcare (“MIH”) Services (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and Affinity Family Care Clinic (“Clinic”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2023 unless terminated as provided for in this Agreement.

Section 2. Scope of Work

- (A) City shall provide Clinic with MIH Services in order to complete the work defined in the agreement within areas served by City for Emergency Medical Services (“EMS”) and/or MIH Services as well as those services further described in Exhibit A.
- (B) Clinic shall provide City with the services and obligations described in Exhibit B
- (C) All work performed under the agreement shall be done in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

Section 3. Compensation

- (A) City shall be paid in the manner set forth in Exhibit “A”, Exhibit “B” and as provided herein.
- (B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the Clinic’s receipt of the City’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

Section 4. Insurance

Before commencing work under this Agreement, Affinity Family Care shall obtain and maintain the liability insurance provided for in attached Exhibit D throughout the term of this Agreement and thereafter as required herein.

The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a “per occurrence basis” and not a “claims made” form.

The City shall be named as an “additional insured” except for any Professional Liability policy. Evidence of such insurance shall be attached as Exhibit “C”.

Section 5. Miscellaneous Provisions

- (A) *Subletting.* Neither Party shall sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the all parties to the agreement, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence in the subletting of any work shall not relieve the parties of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* Clinic shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.
- (C) *Independent Contractor.* Clinic acknowledges that it is an independent contractor of the City and is not an employee, agent, official or representative of the City. Clinic shall not represent, either expressly or through implication, that Clinic is an employee, agent, official or representative of the City.
- (D) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Clinic certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Clinic shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- (E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be

extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Section 6. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Clinic and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Clinic, as consequence of the failure of Clinic to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Clinic.

Section 7. Indemnification

CLINIC AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CLINIC EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 8. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii)

delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 9. No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 10. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 11. Waiver

Either City or the Clinic shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 12. Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

Section 13. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 14. Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 15. Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 16. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 17. Exhibits & Attachments

All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 18. Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 19. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 20. Right To Audit

City shall have the right to examine and audit the books and records of Clinic with regards to the work described in Exhibit A, Exhibit B, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 21. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 22. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Clinic represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Clinic is required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

Section 23. HIPAA

- (A) It is the intent of the parties to comply fully with the Health Insurance Portability and Accountability Act, Texas Health and Safety Code Chapter 181, and implementing regulations issued pursuant thereto (collectively "HIPAA" herein). The parties agree that confidential health information (hereinafter referred to as "Protected Health Information" or "PHI") is subject to protection under, and it is the intent of the parties to be in full compliance with, state and federal law, including applicable provisions of HIPAA, the Health Information Technology for Economic and Clinical Health Act ("HITECH"), its related regulations, and all applicable state privacy and security laws related to access of PHI by the parties. To the extent that the services performed herein are determined to be performing a transaction subject to HIPAA or HITECH Act, the Business Associate Agreement shall control. Contemporaneously with the execution of this Agreement, the parties have executed a HIPAA compliant Business Associate Agreement.
- (B) Each party shall implement and maintain such safeguards as are necessary to ensure that the PHI is not used or disclosed except as is provided in this Agreement and any referenced documents.

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

EXECUTED on this the _____ day of _____, 20__.

CITY:

CLINIC:

By: _____

Name: Dr. Mark Browne

Title: City Manager

By: _____

Name: **Sean Dittman, NP**

Title: **Family Nurse Practitioner**

ADDRESS FOR NOTICE:

CITY:

CLINIC:

City of Schertz
Attn: Dr. Mark Brown, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

Affinity Family Care Clinic
Attn: Sean Dittman, NP
232 Brite Rd #117
Cibolo, TX 78108

Exhibit A

CITY OF SCHERTZ REQUIREMENTS

The City agrees to provide Clinic the following services:

- a. City MIH personnel shall make contact with the patient as determined by Clinic.
- b. City shall keep patient care records for every contact and will provide them to Clinic as outlined in the agreement.
- c. City shall provide monthly reports on utilization of the MIH Program and any other requested data as defined in the agreement.
- d. Patient visits will include either a basic or advanced assessment determined by Affinity Family Care as outlined below:

1. Basic Assessment

Basic Assessment shall include the following services:

- Vision Assessment
- Breath Sounds
- Heart murmurs
- Blood Pressure
- Pulse
- Respirations
- Temperature
- Weight
- Medication Review

Basic Assessment Fee: \$25.00

2. Advanced Assessment

Advanced Assessment shall include those services included in the Basic Assessment as well as:

- Blood Glucose
- ETCO2 w/ wave form
- SPO2 w/ wave form
- EKG
- 12 lead EKG
- Blood work

- Medication administration (no additional charge if provided by Affinity Family Care)

Advanced Assessment Fee: \$35.00

- e. All other services provided will be billed in accordance with CITY OF SCHERTZ EMS Rates.
- f. City shall create and provide access to Clinic a Sharepoint site for the express purpose of exchanging patient records, schedules, and any other material needed to provide the services outlined in the Agreement.

Appendix B.
AFFINITY FAMILY CARE REQUIREMENTS

The Clinic agrees to provide City the following services:

- a. Clinic shall schedule patient visits and provide a mutual agreed upon schedule to City.
- b. Clinic shall identify the type of patient visit required and notify City.
- c. Clinic shall provide necessary patient care records to City
- d. Clinic shall provide City any required testing material and/or medications needed for administration to patient.

Exhibit C

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Clinic shall comply with each and every condition contained herein. The Clinic shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Clinic shall maintain insurance coverage equal to that required of the Clinic. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Clinic may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Clinic shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Clinic insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154

emailed to: purchasing@schertz.com
Faxed to: 210-619-1169



CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: PHONE: FAX No. Ext.: E-MAIL: ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Carrier INSURER B: Insurance Carrier INSURER C: Insurance Carrier INSURER D: Insurance Carrier INSURER E: Insurance Carrier INSURER F: Insurance Carrier	NAIC # 00000 00000 00000 00000 00000 00000
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOSS					
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWN AUTOS HIRED AUTOS	Y Y	123456789	01/01/1000	01/01/1000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/H N	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
Builder's Risk Professional Services	Y Y	123450	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1011, Tex. Ins. Code (SB 426 enacted by Texas Legislature 02(R) session in 2011).

CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
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ACORD 26 (2010/05)

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(Instructions for completing and submitting a certificate to the City of Schertz)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) ******(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Clinic Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
 - (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Schertz's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit D

EVIDENCE OF INSURANCE

RESOLUTION NO. 21-R-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A MOBILE INTEGRATED HEALTHCARE (MIH) AGREEMENT WITH AFFINITY FAMILY CARE AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Schertz Emergency Medical Services provides regional emergency medical services in a 220 square mile service area that includes the municipalities of Schertz, Cibolo, Live Oak, Marion, Santa Clara, Selma, Universal City, western Guadalupe County, Comal County ESD #6 and a small area of unincorporated Bexar County; and

WHEREAS, EMS also incorporates a Mobile Integrated Healthcare (MIH) program staffed by one MIH Paramedic and a Community Health Coordinator to provide additional services to our residents; and

WHEREAS, Area healthcare providers (physicians, physician assistants and nurse practitioners) routinely use telemedicine for patient visits; and

WHEREAS, our MIH program can provide services missing with telemedicine visits; and

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into a Mobile Integrated Health (“MIH”) agreement with Affinity Family Care Clinic relating to Mobile Integrated Health Services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Affinity Family Care pursuant to the MIH Services Agreement 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 Affinity Family Care 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 9th day of February, 2021.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

_____ **AGREEMENT**

CITY COUNCIL MEMORANDUM

City Council Meeting: February 9, 2021
Department: City Secretary
Subject: Resolution 21-R-05 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, approving the review and recommendations addressing Staff compression concerns. (M. Browne/C. Kelm/J. Kurz)

BACKGROUND

Council directed staff during the August 2020 pre-budget retreat to review the compensation compression that exists within the City. Due to wide & overlapping pay ranges; in conjunction with the City's current merit program and a commitment in the recent Class & Comp study to maintain employee depth penetration in their respective pay range, the City continues to have compression issues between and within the Public Safety ranks. This is evidenced when employees (generally, long-term or high-performing) are making more than their supervisors. Problematic morale issues, employee dissatisfaction, low levels of engagement, and a lack of desire to promote are concerns created by compression issues.

A cross departmental team was assembled with representatives from Police, Fire, EMS, and non-Public Safety employees to review the issue, causes of the issue, and to determine potential courses of action to resolve or mitigate compression issues. Following problem definition, the committee delved deeper into framing the issue appropriately with compensation policy and practice while identifying contributing factors to the compression issues (e.g. tenure of employee; pay band width; overlap of pay bands; depth of penetration; etc.) by individual employee.

In a workshop item on November 10, 2020, Staff shared preliminary findings, including a potential solution to effectively address the compression issue. Staff reviewed key decision points with Council such as creating a separate pay plan for Public Safety (and more specifically, for each department). Police, Fire and EMS all have different pay practices, scheduled hours of operations, and rank structures, which significantly drives viability of options to effectively address the issue. Additionally, in accordance with industry standards, Staff recommended narrowing pay bands to mitigate the negative impact of large overlap between ranks. With these basic tenets decided, the team considered several different types of pay models, and ultimately settled upon a time-in-rank system. Staff has finalized pay plan models by department, and thoroughly reviewed individual impacts to each Public Safety employee. Management and HR met with representatives from each department to review the proposed models and discuss specific employee impacts. Department support for the proposed models is outlined below.

Schertz Police Association & Schertz Police Non-Association

- Do not support the model as proposed
- Outstanding reservations: Reduced earning potential, employees maxing out

Schertz Fire Association / Schertz Fire Non-Association / EMS

- Agrees it is a step in the right direction and supports the model as proposed, with the understanding

there is still a need for further evaluation and discussion on this issue

- Outstanding reservations: ECI keeping pace with the cost of living; Revisiting Class & Comp in the next 2-3 years; Reduced earning potential, employees maxing out.

GOAL

Approve Resolution 21-R-05, approving the review and recommendations addressing Staff compression concerns.

COMMUNITY BENEFIT

Addressing the compression issues will improve staff morale, leading to greater employee engagement and productivity. Additionally, implementing a separate pay plan for Public Safety will be an effective recruitment and retention tool for future hires.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution 21-R-05, approving the review and recommendations addressing Staff compression concerns.

FISCAL IMPACT

Implementation of these models will be funded by reallocating dollars previously approved to implement the 2020 Class & Comp study, as well as, additional monies approved by Council in FY 20-21 budget. Implementation will be accelerated with the first adjustment in February 2021 and the final phase of implementation occurring in October 2021. The proposed pay plans by department are attached.

RECOMMENDATION

Approve Resolution 21-R-05, approving the review and recommendations addressing Staff compression concerns.

Attachments

Resolution 21-R-05

Public Safety Pay Models

RESOLUTION NO. 21-R-05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPROVING THE REVIEW AND RECOMMENDATIONS ADDRESSING STAFF COMPRESSION CONCERNS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the “City”) has identified that compression issues exist within Public Safety Departments; and

WHEREAS, creating separate pay plans for Police, Fire and EMS will address the compression issue.

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

Section 1. The City Council hereby approves Resolution 21-R-05 approving the review and recommendations addressing Staff compression concerns.

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 9th day of February, 2021.

CITY OF SCHERTZ, TEXAS

Mayor, Ralph Gutierrez

ATTEST:

City Secretary, Brenda Dennis

(CITY SEAL)

PD

Initial Proposal

[illegible]

Raise Officer ~\$2K

[illegible]

Show Officer Max in Current Pay Band (after C&C)

[illegible]

FD

Initial Proposal

				1 Step =							
FF	\$50,383.00			3.25%				\$61,041.39	21.15%		
FAO	\$58,904.94			3.25%				\$71,366.12	21.15%	3.50%	
Lieutenant		\$68,868.30		4.00%			\$80,566.17	16.99%	3.50%	overlap	
Captain			\$78,954.85	3.25%			\$86,905.85	10.07%	2.00%	overlap	
BC					\$88,643.96	3.25%	\$97,570.68	10.07%	2.00%	gap	
Asst Chief					\$100,497.80	3.25%	\$110,618.24	10.07%	3.00%	gap	
											Range Width
	Pre- Implementation	21-Jan	21-Oct	TOTAL							
COSTS		\$128,973.78	\$45,919.62	\$174,893.41							
Maxed Out	3	3	1	7							

Raise FF ~2K

				1 Step =							
FF	\$50,383.00			3.70%				\$62,655.12	24.36%		
FAO	\$60,462.19			3.25%				\$73,252.80	21.15%	3.50%	
Lieutenant		\$70,688.95		4.00%			\$82,696.08	16.99%	3.50%	overlap	
Captain			\$81,042.16	3.25%			\$89,203.35	10.07%	2.00%	overlap	
BC					\$90,987.42	3.25%	\$100,150.13	10.07%	2.00%	gap	
Asst Chief					\$103,154.63	3.25%	\$113,542.62	10.07%	3.00%	gap	
											Range Width
	Pre- Implementation	21-Jan	21-Oct	TOTAL							
COSTS		\$176,927.59	\$49,398.27	\$226,325.86							
Maxed Out	3	3	1	7							

Show FF Max in Current Pay Band (after C&C)

				1 Step =							
FF	\$50,383.00			5.25%				\$68,488.34	35.94%		
FAO	\$66,091.25			3.25%				\$80,072.67	21.15%	3.50%	
Lieutenant		\$77,270.13		4.00%			\$90,395.12	16.99%	3.50%	overlap	
Captain			\$88,587.22	3.25%			\$97,508.23	10.07%	2.00%	overlap	
BC					\$99,458.39	3.25%	\$109,474.16	10.07%	2.00%	gap	
Asst Chief					\$112,758.38	3.25%	\$124,113.50	10.07%	3.00%	gap	
											Range Width
	Pre- Implementation	21-Jan	21-Oct	TOTAL							
COSTS		\$371,724.81	\$67,329.18	\$439,053.99							
Maxed Out	3	3	1	7							

EMS

Initial Proposal

					1 Step =								
EMT	\$36,720.32				3.70%					\$45,664.53	24.36%		
Paramedic	\$50,383.00				3.72%					\$62,727.66	24.50%		
FTO	\$60,375.37				3.00%				\$72,091.35	19.41%	3.75%	overlap	
Lieutenant		\$69,568.15			3.50%			\$79,831.06	14.75%	3.50%		overlap	
MSC			\$77,036.97		3.25%	\$85,412.26	10.87%	5.00%				overlap	
Managers				\$89,682.88	3.25%	\$98,714.22	10.07%	5.00%				gap	
													Range Width
	Pre- Implementation	21-Jan	21-Oct	TOTAL									
COSTS		\$137,434.01	\$21,522.82	\$158,956.83									
Maxed Out	4	2	1	7									

Raise Paramedic ~\$2K

					1 Step =								
EMT	\$36,720.32				3.70%					\$45,664.53	24.36%		
Paramedic	\$50,383.00				4.25%					\$64,675.59	28.37%		
FTO	\$62,250.26				3.00%				\$74,330.06	19.41%	3.75%	overlap	
Lieutenant		\$71,728.51			3.50%			\$82,310.11	14.75%	3.50%		overlap	
MSC			\$79,429.26		3.25%	\$88,064.64	10.87%	5.00%				overlap	
Managers				\$92,467.87	3.25%	\$101,779.67	10.07%	5.00%				gap	
													Range Width
	Pre- Implementation	21-Jan	21-Oct	TOTAL									
COSTS		\$177,640.25	\$23,680.62	\$201,320.87									
Maxed Out	4	2	1	7									

Show Paramedic Max in Current Pay Band (after C&C)

					1 Step =								
EMT	\$36,720.32				3.70%					\$45,664.53	24.36%		
Paramedic	\$50,383.00				5.25%					\$68,488.34	35.94%		
FTO	\$65,920.03				3.00%				\$78,711.96	19.41%	3.75%	overlap	
Lieutenant		\$75,957.04			3.50%			\$87,162.45	14.75%	3.50%		overlap	
MSC			\$84,111.77		3.25%	\$93,256.22	10.87%	5.00%				overlap	
Managers				\$97,919.03	3.25%	\$107,779.78	10.07%	5.00%				gap	
													Range Width
	Pre- Implementation	21-Jan	21-Oct	TOTAL									
COSTS		\$256,066.40	\$27,798.05	\$283,864.45									
Maxed Out	4	2	1	7									

INITIAL PROPOSAL

EMS DEPARTMENT

PAY PLAN

Years in grade			Years in grade			Years in grade		
		EMT			Paramedic			FTO
0 - 1	Step 1	\$36,720.32	0 - 1	Step 1	\$50,383.00	0 - 1	Step 1	\$60,375.37
1+		\$36,720.32	1+		\$50,383.00	1+		\$60,375.37
2+	Step 2	\$38,078.97	2+	Step 2	\$52,257.25	2+	Step 2	\$62,186.63
3+		\$38,078.97	3+		\$52,257.25	3+		\$62,186.63
4+	Step 3	\$39,487.89	4+	Step 3	\$54,201.22	4+	Step 3	\$64,052.23
5+		\$39,487.89	5+		\$54,201.22	5+		\$64,052.23
6+	Step 4	\$40,948.95	6+	Step 4	\$56,217.50	6+	Step 4	\$65,973.80
7+		\$40,948.95	7+		\$56,217.50	7+		\$65,973.80
8+		\$40,948.95	8+		\$56,217.50	8+		\$65,973.80
9+	Step 5	\$42,464.06	9+	Step 5	\$58,308.79	9+	Step 5	\$67,953.01
10+		\$42,464.06	10+		\$58,308.79	10+		\$67,953.01
11+		\$42,464.06	11+		\$58,308.79	11+		\$67,953.01
12+	Step 6	\$44,035.23	12+	Step 6	\$60,477.88	12+	Step 6	\$69,991.60
13+		\$44,035.23	13+		\$60,477.88	13+		\$69,991.60
14+		\$44,035.23	14+		\$60,477.88	14+		\$69,991.60
15+	Step 7	\$45,664.53	15+	Step 7	\$62,727.66	15+	Step 7	\$72,091.35

Years in grade		Lieutenant
0 - 1	Step 1	\$69,568.15
1+		\$69,568.15
2+	Step 2	\$72,003.04
3+		\$72,003.04
4+	Step 3	\$74,523.14
5+		\$74,523.14
6+		\$74,523.14
7+	Step 4	\$77,131.45
8+		\$77,131.45
9+		\$77,131.45
10+	Step 5	\$79,831.06

Years in grade			Years in grade		
		MSC			Managers
0 - 1	Step 1	\$77,036.97	0 - 1	Step 1	\$89,682.88
1+		\$77,036.97	1+		\$89,682.88
2+	Step 2	\$79,733.26	2+	Step 2	\$92,597.57
3+		\$79,733.26	3+		\$92,597.57
4+	Step 3	\$82,523.93	4+	Step 3	\$95,606.99
5+		\$82,523.93	5+		\$95,606.99
6+		\$82,523.93	6+		\$95,606.99
7+	Step 4	\$85,412.26	7+	Step 4	\$98,714.22

INITIAL PROPOSAL FIRE DEPARTMENT PAY PLAN

Years in grade			FF	Years in grade			FAO
0 - 1	Step 1		\$50,383.00	0 - 1	Step 1		\$58,904.94
1+			\$50,383.00	1+			\$58,904.94
2+	Step 2		\$52,020.45	2+	Step 2		\$60,819.35
3+			\$52,020.45	3+			\$60,819.35
4+	Step 3		\$53,711.11	4+	Step 3		\$62,795.98
5+			\$53,711.11	5+			\$62,795.98
6+	Step 4		\$55,456.72	6+	Step 4		\$64,836.85
7+			\$55,456.72	7+			\$64,836.85
8+			\$55,456.72	8+			\$64,836.85
9+	Step 5		\$57,259.07	9+	Step 5		\$66,944.04
10+			\$57,259.07	10+			\$66,944.04
11+			\$57,259.07	11+			\$66,944.04
12+	Step 6		\$59,119.99	12+	Step 6		\$69,119.72
13+			\$59,119.99	13+			\$69,119.72
14+			\$59,119.99	14+			\$69,119.72
15+	Step 7		\$61,041.39	15+	Step 7		\$71,366.12

Years in grade		Lieutenant
0 - 1	Step 1	\$68,868.30
1+		\$68,868.30
2+	Step 2	\$71,623.03
3+		\$71,623.03
4+	Step 3	\$74,487.96
5+		\$74,487.96
6+		\$74,487.96
7+	Step 4	\$77,467.47
8+		\$77,467.47
9+		\$77,467.47
10+	Step 5	\$80,566.17

Years in grade			Captain	Years in grade			BC	Years in grade			Asst Chief
0 - 1	Step 1		\$78,954.85	0 - 1	Step 1		\$88,643.96	0 - 1	Step 1		\$100,497.80
1+			\$78,954.85	1+			\$88,643.96	1+			\$100,497.80
2+	Step 2		\$81,520.88	2+	Step 2		\$91,524.89	2+	Step 2		\$103,763.98
3+			\$81,520.88	3+			\$91,524.89	3+			\$103,763.98
4+	Step 3		\$84,170.31	4+	Step 3		\$94,499.45	4+	Step 3		\$107,136.31
5+			\$84,170.31	5+			\$94,499.45	5+			\$107,136.31
6+			\$84,170.31	6+			\$94,499.45	6+			\$107,136.31
7+	Step 4		\$86,905.85	7+	Step 4		\$97,570.68	7+	Step 4		\$110,618.24

INITIAL PROPOSAL POLICE DEPARTMENT PAY PLAN

Officer			Corporal		
Years in grade			Years in grade		
0 - 1	Step 1	\$52,903.00	0 - 1	Step 1	\$61,851.18
1+		\$52,903.00	1+		\$61,851.18
2+	Step 2	\$54,622.35	2+	Step 2	\$63,861.34
3+		\$54,622.35	3+		\$63,861.34
4+	Step 3	\$56,397.57	4+	Step 3	\$65,936.83
5+		\$56,397.57	5+		\$65,936.83
6+	Step 4	\$58,230.49	6+	Step 4	\$68,079.78
7+		\$58,230.49	7+		\$68,079.78
8+		\$58,230.49	8+		\$68,079.78
9+	Step 5	\$60,122.99	9+	Step 5	\$70,292.37
10+		\$60,122.99	10+		\$70,292.37
11+		\$60,122.99	11+		\$70,292.37
12+	Step 6	\$62,076.98	12+	Step 6	\$72,576.88
13+		\$62,076.98	13+		\$72,576.88
14+		\$62,076.98	14+		\$72,576.88
15+	Step 7	\$64,094.49	15+	Step 7	\$74,935.63

Years in grade		Sergeant
0 - 1	Step 1	\$72,312.88
1+		\$72,312.88
2+	Step 2	\$75,205.39
3+		\$75,205.39
4+	Step 3	\$78,213.61
5+		\$78,213.61
6+		\$78,213.61
7+	Step 4	\$81,342.15
8+		\$81,342.15
9+		\$81,342.15
10+	Step 5	\$84,595.84

Lieutenant			Captain			Asst Chief		
Years in grade			Years in grade			Years in grade		
0 - 1	Step 1	\$87,133.72	0 - 1	Step 1	\$95,073.17	0 - 1	Step 1	\$100,772.35
1+		\$87,133.72	1+		\$95,073.17	1+		\$100,772.35
2+	Step 2	\$90,619.06	2+	Step 2	\$97,925.37	2+	Step 2	\$103,795.52
3+		\$90,619.06	3+		\$97,925.37	3+		\$103,795.52
4+	Step 3	\$94,243.83	4+	Step 3	\$100,863.13	4+	Step 3	\$106,909.39
5+		\$94,243.83	5+		\$100,863.13	5+		\$106,909.39
6+		\$94,243.83	6+		\$100,863.13	6+		\$106,909.39
7+	Step 4	\$98,013.58	7+	Step 4	\$103,889.02	7+	Step 4	\$110,116.67

CITY COUNCIL MEMORANDUM

City Council Meeting: February 9, 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)

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.

Attachments

Revised 20-H-18

Ordinance No. 20-H-18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 2. That the local state of disaster and public health emergency originally declared by Mayor Ralph Gutierrez for the City of Schertz, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to May 26, 2020 at 11:59 p.m. by City Council Ordinance 20-H-15 pursuant to §418.108(b) of the Government Code, including all rules and regulations, is hereby further amended and extended until the Disaster Declaration put in place by Governor Abbott for the State of Texas expires.
- Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Schertz, Texas, emergency management plan.
- Section 5. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein except those portions deemed to conflict with any emergency orders of Governor Abbott.

- Section 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 7. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.
- Section 8. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 9. Should Governor Abbott lift the statewide disaster declaration and orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.
- Section 10. Any peace officer or other person with lawful authority is further authorized to enforce the provisions of this Ordinance or the orders of the Governor in accordance with the authority granted under the Texas Disaster Act of 1975, as applicable, which allows a fine not to exceed \$1000.00 and confinement not to exceed 180 days pursuant to Government Code 418.173.
- Section 11. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

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

CITY OF SCHERTZ, TEXAS

By: _____

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary