



MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
May 10, 2022

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, MAY 10, 2022 at 6:00 p.m.

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, May 10, 2022, 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 Whittaker)

Employee Recognition-Milestone Service Pin Presentations

- 20 Years-Melissa Uhlhorn, Library Director
- 20 Years-Joe Villarreal-Assistant Facilities Manager
- 25 Years-Todd Kaiser, EMS Paramedic
- 25 Years-John Perry, Fire Battalion Chief

Presentations

- **Special Introductions:** Citizens Police Academy Graduates (Off. Anna Kraft)

Proclamations

- **Proclamation**-53rd Professional Municipal Clerks Week- (May 1-7th)
- **Proclamation**-International Firefighter's Day (May 4th)
- **Proclamation**-Economic Development Week (May 9th-13th)
- **Proclamation**-National Police Week (May 15th-21st)
- **Proclamation**-National EMS Week (May 15th-21st)

- **Proclamation**-National Public Works Week (May 15th-21st)

City Events and Announcements

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

Hearing of Residents

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

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

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

Consent Agenda Items

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

1. **Minutes** – Consideration and/or action regarding the approval of the minutes from the Regular Council meeting of April 26, 2022, and Regular Council meeting of May 3, 2022 (B. Dennis/S. Edmondson)
2. **Resignations and Appointments to Boards/Commissions/Committees** - Consideration and/or action regarding the resignations and appointments to various Boards/Commissions/Committees (Council/B. Dennis)
 - Resignation of Mrs. Tyler Heasley from the Transportation Safety Advisory Commission
 - Resignation of Mr. Daniel Bourgeois from the Building & Standards Commission and the Historical Preservation Committee
3. **Resolution No. 22-R-47** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing expenditures not to exceed \$398,200.00 with Gerard Electric for the installation of generators and related electrical upgrades at the Nacogdoches and Morning Drive Water Facilities. (C. Kelm/S. Williams/S. McClelland)

Discussion and Action Items

4. **Ordinance No. 22-M-20** - Consideration and/or action adopting an Ordinance by the City Council of the City of Schertz, Texas setting dates for the end of terms of members on City Boards, Commissions, and Committees, and requiring City Board Volunteer Members to take part in an interview process; repealing all ordinances or resolutions or parts of an ordinances or resolutions in conflict with this ordinance; and providing an effective date. **(First Reading)**
(Interview Committee/S. Edmondson)
5. **Ordinance No. 22-T-21**- Consideration and/or action adopting an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the fiscal year 2021-2022 budget to landscape the Cibolo Valley Drive medians, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date. **(First Reading)**
B.James/L.Shrum

Roll Call Vote Confirmation

Requests and Announcements

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

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, DEPUTY CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 6th DAY OF MAY 2022 AT 4:45 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

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 _____, 2022. 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 Animal Advisory Commission - Alternate 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 – Place 2 (VACANT)
Councilmember Whittaker – Place 3 Audit Committee Interview Committee for Boards and Commissions 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 Animal Advisory Commission 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: May 10, 2022
Department: City Secretary
Subject: Minutes – Consideration and/or action regarding the approval of the minutes from the Regular Council meeting of April 26, 2022, and Regular Council meeting of May 3, 2022 (B. Dennis/S. Edmondson)

BACKGROUND

The City Council held a Regular Council meeting on April 26, 2022, and a Regular Council meeting on May 3, 2022.

Attachments

4-26-2022 Draft Minutes

05-03-2022 Minutes

DRAFT

MINUTES REGULAR MEETING April 26, 2022

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on April 26, 2022, 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 David Scagliola; Councilmember Mark Davis; City Council Place 2 - Vacant; Councilmember Jill Whittaker; Councilmember Michael Dahle; Councilmember Allison Heyward; Councilmember Tim Brown

City Staff: City Manager Dr. Mark Browne; Assistant City Manager Brian James; 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. Mayor Gutierrez reminded the Students who were participating in the Hall Baldwin Scholarship Program, to make sure that they sign the sheet in the back. Mayor Gutierrez also stated that those who are watching on-line to please make sure that they contact Sarah Gonzalez at 210-619-1015 to receive credit.

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

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

Presentations

- Proclamation recognizing National Administrative Professionals Day (April 27th).

Mayor Gutierrez recognized all the Schertz Administrative Professionals, read and presented the proclamation recognizing National Administrative Professionals Day. Administrative Professionals Present were: Tiffany Danhof, Shelly Krauss, Korrin Bond, Melissa Fleck, Jacki Marbach, Felicia Canales, Adriana Rutledge, Cyndi Simmons, Irene Chavez, Vanessa DiCiolla

City Events and Announcements

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

Mayor Gutierrez recognized Assistant City Manager Brian James who provided the following announcements:

- **Saturday, April 30th**

Adopt a Shelter Pet Day

10:00 AM – 4:00 PM

800 Community Circle

Cats \$15.00, Dogs \$35.00

- **Tuesday, May 3**

Blood Drive

8:00 AM – 1:00 PM

1400 Schertz Parkway

The Bloodmobile will be parked in the parking lot.

Next regular scheduled Council meeting

6:00 PM

Council Chambers

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

City Manager Dr. Browne stated he deeply appreciates all that our Administrative Professionals do each day for the City of Schertz. They are the glue that keep things together. Thank you so much for your service, dedication, and professionalism. Each of you make a meaningful contribution to our mission. Best wishes on this Administrative Professionals Day!

Dr. Browne also thanked all the Staff who helped and supported the Randolph Air Force Base Airshow this weekend: Public Works, Facilities, EMS, Fire, Police - Great Work!

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

Mayor Gutierrez also thanked all the departments who assisted and supported this weekend the Randolph Air Force Base Airshow.

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Mayor Gutierrez recognized the following who spoke:

City Secretary Brenda Dennis read on behalf of The Chamber, that Chamber President recently and suddenly lost her husband and has been out of the office and will be on extended leave. The Chamber office in Selma and Schertz are still operating at the high capacity that everyone has come to expect and appreciates. Should you have any needs or questions, please address them to Angela Surprise, the Director of Operations at 210-619-1960 or her email at finance@thechamberinfo. Thank you for your support during this difficult time for our Chamber and our President.

Michelle "Micky" Tereletsky, 705 Marylin Drive, expressed the following kudos and thank you: for painting the Fire Hydrants, Brian James for assisting a Senior Citizen with an incident that occurred, Assistant City Manager Charles Kelm for getting Public Works Crews out to fix a curb, which had swelled over the years, Amanda Evans, Animal Control for assisting with her baby bunny situation. She stated in each event everyone was professional and thanked everyone for a great job.

Sylvia Salas-Brown, 9779 Mulhouse Drive, commended the City for a great Air Show as she saw on social media that the City supported it. She stated that on Aztec Way the growth of all the bushes is overgrown, requesting could the City help getting it cut and getting the area cleaned up. She is not sure if this is something that the City could ask for volunteers to assist in a clean-up day. Maybe have this done next quarter, and she would be willing to help. Also, on Rhine Valley Park, 9958 Mulhouse she stated that they have found paraphernalia such as condoms, broken glass and reports of individuals doing illegal activities in the park by the playground. The residents in the area are concerned as they do not know what time this is happening and there are no lights, it's very dark. As residents is there something they can do to request some lights and police presence in the park and area.

Dana Eldridge, 2628 Gallent Fox Drive, who thanked the City for fixing Old Wiederstein Road. He said it is the best he has seen in 16 years. He did mention that with all the rain we have had they might want to take a look as the rain hits the blacktop.

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 Agenda Items 1-5 into record.

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the meeting of April 12, 2022. (B. Dennis)
2. **Resignations and Appointments to Boards/Commissions/Committees** - Consideration and/or action regarding the resignations and appointments to various Boards/Commissions/Committees (Council/B. Dennis)
 - Resignation of Mr. John Sullivan from the Transportation Safety Advisory Commission
3. **Resolution No. 22-R-16** - Consideration and/or action adopting an amended resolution nominating Sysco USA I, Inc. as an Enterprise Zone Project under the provisions established in State Law and Chapter 21 of the Code of the City of Schertz. (M. Browne/A. Perez)
4. **Ordinance No. 22-S-18** - Consideration and/or action on amendments to Part III, Schertz Code of Ordinances, Unified Development Code (UDC), to Article 9 - Site Design Standards, Section 21.9.9 Tree Preservation and Mitigation, to cap the maximum required tree mitigation. ***Final Reading*** (B. James/M. Browne)

Mayor Gutierrez asked Council if there were any items they wished removed. As no items were requested, Mayor Gutierrez called for a motion to approve consent agenda items 1-4.

Moved by Councilmember Jill Whittaker, seconded by Councilmember Allison Heyward to approve consent agenda items 1 through 4.

AYE: Mayor Pro-tem David Scagliola, Councilmember Mark Davis,
Councilmember Jill Whittaker, Councilmember Michael Dahle,
Councilmember Allison Heyward, Councilmember Tim Brown
Passed

Discussion and Action Items

5. **Ordinance No. 22-S-19** - Consideration and/or action on amendments to Part III, Schertz Code of Ordinances, Unified Development Code (UDC), to Article 4 subsection 21.4.5 Post Decision Procedures, Article 5 subsection 21.5.2 Zoning Districts Established and 21.5.5 Statement of Purpose and Intent for Residential Districts, Article 8 subsection 21.8.9 Outdoor Display and Storage, Article 9 subsection 21.9.10 Park and Open Space Dedication Requirements and Article 10 subsection 21.10.2 Parking Standards General Provisions and 21.10.4 Parking Standards Schedule of Offstreet Parking. ***Final Reading*** (B. James/M. Browne)

Mayor Gutierrez read the following item into record:

ORDINANCE NO. 22-S-19

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMENDING PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 4, SUBSECTION 21.4.5 POST DECISION PROCEDURES, ARTICLE 8 SUBSECTION 21.8.9 OUTDOOR DISPLAY AND STORAGE, ARTICLE 9 SUBSECTION 21.9.10 PARK AND OPEN SPACE DEDICATION REQUIREMENTS AND ARTICLE 10 SUBSECTIONS 21.10.2 PARKING STANDARDS GENERAL PROVISIONS AND 21.10.4 PARKING STANDARDS SCHEDULE OF OFFSTREET PARKING REQUIREMENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (Final Reading)

Mayor Gutierrez recognized Assistant City Manager Brian James who introduced this item stating at the April 12, 2022, City Council meeting, there was discussion about the changes to the residential zoning districts to allow R-6 and R-7 zoning and the density and lot size mix of in Planned Development Districts that utilize these districts. Based on the Council recommendation, Staff has removed the proposed amendments to Article 5 from the draft ordinance. As such, Staff is recommending only changing the following sections:

Staff is proposing to amend Section 21.4.5 Post-Decision procedures, section B. The section currently limits the ability of applicants to resubmit an application that has been denied to no sooner than six months after the date of denial. The amendment stipulates that limitation does not apply if the full board or commission that was seated was not present. This change was prompted by some recent denials at BOA where a lack of board members created a situation where a unanimous recommendation for approval was needed. This seems unfair to the applicants and as such a change was proposed.

As part of the design standards for residential development the parking section is being amended to require two parking spaces per mailbox kiosk which must be covered, but these can be provided in the right-of-way as long as additional paving is provided so as not to be in the lane of traffic. Staff is amending the parkland dedication section to stipulate the requirements for private open space in residential subdivisions if a City park is not being provided. The curvilinear street requirement is being added to the public works design manual.

In an effort to deal with the parking problem on Main Street that is occurring as a result of vehicles being parked on unpaved areas due to some temporary or short term issue and to deal with the excessive cars associated with auto repair uses being parked on the street, staff is proposing two related changes. The first is to allow temporary parking, of up to six months on an unpaved area. This would not push vehicles and trailers onto the street during construction on a site or in unique situations created by the pandemic, such as shortages of vehicle parts. The second change is to not allow parking associated with an auto repair and service business that is located on Main Street to occur in the street. Businesses need to appropriately

size their business - property, buildings, staffing to handle the volume of business they anticipate and not rely on the public right-of-way for vehicle storage as this creates a safety issue and negatively impacts other properties. Staff is recommending amending Section 21.10.2 General Provisions to add a subsection L that stipulates that parking and storage of vehicles associated with automobile repair and services businesses on Main Street cannot occur in the street. Staff is also recommending that section 21.8.9 Outdoor Display and Storage, subsection 4 be amended to add an additional subsection D to allow staff to issue permits for businesses to park vehicles on an unpaved area for up to six months. Staff will revisit the residential changes.

As there were no comments from Council, Mayor Gutierrez called for a motion to approve Ordinance No. 22-S-19 on first reading.

Moved by Councilmember Allison Heyward, seconded by Councilmember Jill Whittaker to approve Ordinance No. 22-S-19 on first reading with the residential changes pulled.

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

Passed

Roll Call Vote Confirmation

Mayor Gutierrez recognized City Secretary Brenda Dennis who provided the Roll Call Vote Confirmation for Agenda Items 1 through 5.

Closed Session

Mayor Gutierrez read the following closed session items into record:

6. City Council will meet in closed session under Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations; Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect.
 - Project E-081

7. The City Council will meet in closed session in accordance with Section 551.074 of the Texas Government Code to discuss the direction to fill the City Manager vacancy.
8. The City Council will meet in closed session in accordance with Section 551.074 of the Texas Government Code to discuss the status of the Police Chief Selection.

Mayor Gutierrez recessed the meeting into Closed Session at 6:24 p.m.

Reconvene into Regular Session

Mayor Gutierrez reconvened back into regular session at 7:42 p.m.

9. Take any action based on discussions held in Closed Session under Agenda Item 6.
No action taken.
10. Take any action based on discussions held in Closed Session under Agenda Item 7.
No action taken.
11. Take any action based on discussions held in Closed Session under Agenda Item 8.
No action taken.

Roll Call Vote Confirmation

No action taken under Closed Session, therefore no roll call vote confirmation needed.

Requests and Announcements

- Announcements by the City Manager.
No further announcements
- Requests by Mayor and Councilmembers for updates or information from staff.
No requests or updates requested.
- 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
Councilmember Whittaker attended the Ribbon Cutting event with Real Estate with Jill, the Schertz-Seguin Local Government Joint Workshop meeting, Northeast Partnership

meeting, and the 12th Flying Training Wing MAC Luncheon.

Councilmember Dahle attended the Schertz-Seguin Local Government Joint Workshop meeting virtually while on the road.

Councilmember Heyward attended the Schertz-Seguin Local Government Joint Workshop meeting, Chamber Luncheon, ATAC Meeting - May is Bike to work month, Main Street Committee meeting, TMRS Advisory Board Meeting, Ribbon Cutting with Real Estate by Jill, Chamber Mixer, Military Appreciation Day, and Saturday Belmont Park Vendor Market Day.

Adjournment

Mayor Gutierrez adjourned the meeting at 7:47 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

DRAFT

MINUTES REGULAR MEETING May 3, 2022

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on May 3, 2022, 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 David Scagliola; Councilmember Mark Davis; City Council Place 2 - Vacant; Councilmember Jill Whittaker; Councilmember Michael Dahle; Councilmember Allison Heyward; Councilmember Tim Brown

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

Call to Order

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

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

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

Presentations

- **Proclamation-53rd Professional Municipal Clerks Week (May1st-7th, 2022)**

Mayor Gutierrez postponed presenting the Proclamation for the 53rd Professional Municipal Clerks Week until City Secretary Brenda Dennis can be present to receive the proclamation.

Employee Recognition-Introduce New Employees

- **Leanne Latham-Human Resource Manager, HR Dept.**

HR Director Jessica Kurz introduced Leanne Latham-Human Resource Manager to City Council.

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:

Sunday, May 8

Mother's Day

Tuesday, May 10

Next regular scheduled Council meeting

6:00 PM

Council Chambers

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

City Manager Mark Browne thanked Councilmember Jill Whittaker, Asst. Fire Chief Greg Rodgers and Eric Herzog for participating in the Chamber Gold Tournament this past week.

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

Mayor Gutierrez attended the Change of Command for the 502nd Airbase Wing and bid farewell to General Miller. He wanted to welcome General Driggers to our community.

Hearing of Residents

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

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

No one signed up to speak.

Consent Agenda Items

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

Mayor Gutierrez removed both Consent Agenda Items and placed them into Discussion/Action.

Discussion and Action Items

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the SSLGC/Schertz/Seguin Joint Workshop of April 18, 2022, and approval of the minutes of the Regular Council meeting of April 26, 2022. (B. Dennis)

Mayor Gutierrez stated that the minutes from the Regular Council meeting of April 26, 2022, were not finalized and asked for a motion to approve only the SSLGC/Schertz/Seguin Joint Workshop Minutes from April 18, 2022.

Moved by Councilmember Allison Heyward, seconded by Councilmember Tim Brown

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

Passed

2. **Resolution No. 22-R-43** - Consideration and/or action adopting a Resolution by the City Council of the City of Schertz, Texas, authorizing a program and expenditures as provided for in the Economic Development Performance Agreement between Caterpillar Inc. and the City of Schertz Economic Development Corporation. (M. Browne/A. Perez)

Mayor Gutierrez read the following into record:

RESOLUTION NO. 22-R-43

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS AUTHORIZING AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN THE CITY OF SCHERTZ ECONOMIC DEVELOPMENT CORPORATION AND CATERPILLAR INC; AND OTHER MATTERS IN CONNECTION THEREWITH

Mayor Gutierrez recognized Economic Director Adrian Perez who answered questions from City Council. Mr. Roy Stanley, Strategic Projects Manager, Caterpillar Inc. and Mr. William Bates, Business Resource Manager, Caterpillar Inc. thanked City Council and look forward to working with the City in the future.

Mayor Gutierrez asked for a motion for Resolution No. 22-R-43.

Moved by Councilmember Jill Whittaker, seconded by Councilmember Mark Davis

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

Passed

3. **Ordinance No. 22-M-20** - Consideration and/or action adopting an Ordinance by the City Council of the City of Schertz, Texas setting dates for the end of terms of members of City Boards, Commissions, and Committees, and requiring City Board Volunteer Members to take part in an interview process; repealing all ordinances or resolutions or parts of an ordinances or resolutions in conflict with this ordinance; and providing an effective date. *(First Reading)* (Interview Committee/S. Edmondson)

Mayor Gutierrez read the following into record:

ORDINANCE NO. 22-M-20

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS SETTING EXPIRATION DATES FOR THE END OF TERMS OF VOLUNTEER MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES, AND REQUIRING THE CITY BOARD VOLUNTEER MEMBER TAKE PART OF AN INTERVIEW PROCESS TO BE APPOINTED OR RE-APPOINTED TO A CITY BOARD. REPEALING ALL ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

Mayor Gutierrez recognized Deputy City Secretary Sheila Edmondson who presented Ordinance No. 22-M-20 which sets new expiration dates for the end of terms for Volunteer Members of City Boards, Commissions, and Committees and requires Volunteer Members to take part of interview process to be appointed. City Council had questions about the interview process and wanted the Chair of the Board to be part of the interview. The City Council also wanted to change the interview process to include having all volunteer members be interviewed when a term ends. Mayor Gutierrez asked for a consensus on: All volunteer members will be interviewed for appointment and reappointment when there is a position open.

FOR: Interview every new applicant and volunteer member requests to be appointed or reappointed

Councilmember Davis
Councilmember Whittaker
Councilmember Dahle

AGAINST: Interview every new applicant and volunteer member requests to be appointed or reappointed

Mayor Pro-Tem Scagliola
Councilmember Heyward
Councilmember Brown

It was a three to three vote on a decision to require all applicants to be interviewed.

Mayor Gutierrez broke the tie and with a four to three vote, all applicants will be required to be interviewed. Mayor Gutierrez stated there would not be a motion to vote on Ordinance No. 22-M-20 since it will be brought back to City Council with the updates and changes.

Workshop

4. Workshop discussion on the rising printing costs and paper supply concerns for the Schertz Magazine (S. Gonzalez/L. Klepper)

Mayor Gutierrez recognized Public Affairs Director Linda Klepper who presented a PowerPoint presentation on the Schertz Magazine Update. Ms. Klepper's presentation included an overall review on Schertz Magazine's history, purpose, projected printing costs, supply chain concerns and revenues.

Schertz Magazine Cost Categories

- Design Services
- Printing Services
- Postage/Shipping
- Professional Writers/Photogs
- Advertising Revenue

Schertz Magazine Cost Breakdown Projected FY 2021-22

- Design Services \$65,000
- Printing Services \$114,000*
- Postage/Shipping \$50,000
- Professional Writers/Photogs \$10,000

- **Total Cost:** \$239,000
- **Total Revenues (from ad sales):** (\$145,000)
- **Net Cost:** \$94,000

Discussion/Wrap Up

Change the magazine?

- RFP Option
- Is there a ceiling on cost for the magazine?
- How much is too much?
- Is there a desire to see a change in scope to cut costs?
- Frequency (bimonthly, quarterly)
- Page count – 32 pages

Or, wait and see?

We can extend our current agreement for a year and evaluate next year

- Cost increase unknown

- Paper supply is still a concern

City Council all agreed that the Schertz Magazine current concerns will need to be revisited and can be discussed at the budget meeting.

5. Discussion regarding City of Schertz process for naming of streets. (Requested by Councilmember Heyward)

Mayor Gutierrez recognized GIS Coordinator Tony McFalls who presented a PowerPoint presentation on the Street Naming Process.

Street Naming Process

- Application
- Applicant submits a proposed list of street names for review
- Guadalupe County – Road and Bridge Department
- Comal County - Comal County Engineer's Office
- Bexar County – Bexar Metro 9-1-1

Review and Approval

- USPS Address Management System guidelines
- Adhere to length requirements
- Use acceptable suffixes
- BM 911 Master Street Address Guide
- Avoid duplicate or similar road names in close proximity
- An index of street names from all three counties.

Mayor Gutierrez recognized Councilmember Heyward who asked for this item to be on the agenda. She was concerned about naming the road across I-35 Highway- (extension-the Cibolo Valley Drive) after Mr. Hal Baldwin. Councilmember Heyward suggested that this road be named in honor of Mr. Eric White, who gave generously to the Schertz Library. In regard to honoring Mr. Hal Baldwin, there are several places/events named in his honor. The City of Schertz Complex at 1400 Schertz Parkway is named the Hal Baldwin Municipal Complex, a pocket park-Crossvine, Golf Tournament, SSLGC Substation and Scholarship.

Mayor Pro-Tem Scagliola and Councilmember Davis suggested extending the name Cibolo Valley Drive to the road on the other side. The TSAC (Transportation Safety Advisory Committee) was suggested to be the board to research and recommend the name of the street to City Council for approval. Assistant City Manager Brian James stated TSAC will put this on their June agenda and bring a recommendation to City Council.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Information on Billing Process

Roll Call Confirmation

Mayor Gutierrez recognized Deputy City Sheila Edmondson who provided roll call confirmation on Agenda Items 1-3.

Requests and Announcements

- Announcements by the City Manager.

City Manager thanked the Animal Services and Police Department for hosting the Animal Services Grand Opening. It was a great success event and there were several animal adoptions.

- Requests by Mayor and Councilmembers for updates or information from staff.

Mayor Gutierrez asked that the City Council participate in the Employee Cookout and Corn-hole Tournament.

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

- Announcements by Mayor and Councilmembers

Mayor Pro-Tem attended the Scott Titterington Memorial Service

Councilmember Whittaker attended the Scott Titterington Memorial Service, and the Chamber Gold Tournament

Councilmember Dahle attended the Scott Titterington Memorial Celebration of Life, Coffee with the Chamber, Animal Services Grand Opening Event

Councilmember Heyward attended the TML Risk Pool Board Meeting, Animal Services Grand Opening Event, Chamber Golf Tournament Volunteer, Ribbon Cutting: 4 NE1 Entertainment.

Councilmember Brown attended the Scott Titterington Memorial Service, Golf Tournament

Adjournment

Mayor Gutierrez adjourned the meeting at 8:02 p.m.

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, Deputy City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: May 10, 2022

Department: City Secretary

Subject: Resignations and Appointments to Boards/Commissions/Committees - Consideration and/or action regarding the resignations and appointments to various Boards/Commissions/Committees (Council/B. Dennis)

- Resignation of Mrs. Tyler Heasley from the Transportation Safety Advisory Commission
- Resignation of Mr. Daniel Bourgeois from the Building & Standards Commission and the Historical Preservation Committee

BACKGROUND

City Secretary's office received a resignation from Mrs. Tyler Heasley who has resigned from the Transportation Safety Advisory Commission.

City Secretary's office has also received a resignation from Mr. Daniel Bourgeois who has resigned from the Building & Standards Commission and the Historical Preservation Committee as he is leaving his assignment here in Schertz.

Staff recommends Council approve the resignations.

CITY COUNCIL MEMORANDUM

City Council Meeting: May 10, 2022
Department: Public Works
Subject: Resolution No. 22-R-47 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing expenditures not to exceed \$398,200.00 with Gerard Electric for the installation of generators and related electrical upgrades at the Nacogdoches and Morning Drive Water Facilities. (C. Kelm/S. Williams/S. McClelland)

BACKGROUND

After the snow storm of February 2021 when the electrical grid struggled to keep up with demand, it became apparent that a key component of any water utility is backup power generation. City Council identified a resilient water system as a key focus point when discussing how to allocate the funding received as part of the American Rescue Plan (ARP). Category 5 allowed for the ARP funding to be spent on Water, Sewer, and Broadband Infrastructure.

Also, because of the February 2021 snow storm, Senate Bill 3 was passed which mandated that water utilities must be prepared and able to maintain a minimum 20 pounds per square inch (psi) of pressure to all direct customers during a power outage lasting more than 24 hours caused by a natural disaster.

Based on the funding directive and the regulatory changes, City Staff moved forward with planning and procuring two new generators for two main water sites that do not currently have backup power generation onsite, the Nacogdoches Well Site and Morning Drive Booster Pump Station. Council approved the purchase of the two generators from Holt Power Systems (Caterpillar) in January 2022 with Resolution 22-R-12.

The purchase of the two generators for the Nacogdoches and Morning Drive water facilities was only phase one of the larger generator project that staff has been working on. Phase two of the project consists of reworking and updating the existing onsite electrical system at both Nacogdoches and Morning Drive water facilities to accept the generators. This electrical upgrade phase is also planned to use ARP funding as it is necessary to incorporate the generators in to the onsite systems. The electrical work will also make improvements to the electrical systems at each site to make them more resilient in emergency situations. Staff worked with M&S Engineering to design the generator installation and electrical upgrades required at each site.

Staff is proposing to award the generator installation and electrical upgrades to Gerard Electric, who is currently under contract with the City through an on-call agreement procured through a request for proposal, open bid solicitation process and the fee schedule was approved by Council July 27, 2021, Resolution 21-R-75. Gerard Electric has extensive experience working at the Schertz water sites, specifically the Nacogdoches site, which proved to be valuable during the design development and will also make the electrical upgrades go smoother during installation. Gerard Electric is proposing to complete the work for \$133,000 for the Morning Site and \$229,000 for the Nacogdoches Site for a total of \$362,000. Staff is recommending awarding the contract with a 10% contingency for a total not to exceed amount of \$398,200.

GOAL

The goal of this resolution is to gain approval from Council to proceed with the contract award for Gerard Electric for the installation of generators and related electrical upgrades for the Nacogdoches and Morning Drive water facilities.

COMMUNITY BENEFIT

Providing onsite backup power at the City's water sites provides our water utility independence from the electrical grid in times of emergencies where reliable power is not available. A reliable backup permanent power system provides for a more efficient response when power failures occur and rental generators become unavailable. The City's water system requires electricity to power pumps and controls to distribute water to our customers safely and reliably.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that the City Council approve Resolution 22-R-47 to award a contract to Gerard Electric in an amount not to exceed \$398,200 for the installation of generators and related electrical upgrades for the Nacogdoches and Morning Drive water facilities.

FISCAL IMPACT

Funding for the generators was approved by City Council with American Rescue Plan (ARP) tranche one funding allocated to "Category 5: Investment in Water, Sewer, and Broadband Infrastructure". Council allocated \$500,000 to generators from the ARP tranche one funds. The total cost to date for the project is as follows:

Design: \$30,000

Generator Purchase: \$180,365 (22-R-12)

Generator Install and Related Electrical Work: \$398,200 (Not-to-Exceed)

Total: \$608,565

Funds from the Water Operation Fund will be used to cover any expenses over the \$500,000 in ARP Funds.

RECOMMENDATION

Staff recommends that the City Council approve Resolution 22-R-47 to award a contract to Gerard Electric in an amount not to exceed \$398,200 for the installation of generators and related electrical upgrades for the Nacogdoches and Morning Drive water facilities.

Attachments

22-R-47

Gerard Electric On-Call Contract

Proposal #1 - Naco Site

Proposal #2 - Morning Site

RESOLUTION NO. 22-R-47

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES NOT TO EXCEED \$398,200 WITH GERARD ELECTRIC FOR THE INSTALLATION OF GENERATORS AND RELATED ELECTRICAL UPGRADES AT THE NACOGDOCHES AND MORNING DRIVE WATER FACILITIES

WHEREAS, the City of Schertz (the “City”) has a need to supply backup power to its water facilities; and

WHEREAS, permanent diesel generators are the most effective equipment available to provide backup power generation; and

WHEREAS, the City conducted an RFP for On-Call Electrical Services and Gerard Electric was one of the awarded vendors; and

WHEREAS, the City staff has determined that it is in the best interest of the City to contract with Gerard Electric to perform the required electrical work to install the generators

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver a task order in accordance with the on-call electrical services contract in place with Gerard Electric for the installation of generators and related electrical upgrades for an amount not to exceed \$398,200 and hereby authorizes the use of America Rescue Plan and Water Operation funds to execute the project.

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

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

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

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

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter

of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED, this 10th day of May, 2022

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

(CITY SEAL)

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
 §
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Gerard Electric ("Contractor").

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, 2024 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

- (A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".
- (B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.
- (C) The Contractor shall perform its Work for the Project 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.
- (D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

- (A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" 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 City's receipt of the Contractor'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.
- (D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees

carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: 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.

Evidence of such insurance shall be attached as Exhibit "C".

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not 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 City, 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 of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor 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. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.
- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work

to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

- (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.

- (F) *Conflict of Terms.*

Scope of work:

In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Other Agreements between parties:

In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.

- (G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor 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. Contractor 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.

- (H) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor 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 Contractor, as consequence of the failure of Contractor 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 ten (10) days written notice to the Contractor.
- (B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

CONTRACTOR 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 CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. 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 10. 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 11. 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 12. Waiver

Either City or the Contractor 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. Right To Audit

City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, 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 22. 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 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Contractor 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. Contractors are 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.

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

EXECUTED on this the 16th day of August, 2021

CITY:

By: Mark Browne
Name: Dr. Mark Browne
Title: City Manager

CONTRACTOR:

By: Ken L. Glueck
Name: KEN L. GLUECK
Title: SERVICE MANAGER

ADDRESS FOR NOTICE:

CITY:

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

CONTRACTOR:

Gerard Electric
14275 IH 10 East
Schertz, Texas 78154
Attn: Ken Glueck

Exhibit "A"

SCOPE OF WORK

The contractor shall provide all equipment, materials, and personnel necessary to complete the following minimum requirements.

Building Locations

Building Number	Building Name	Building Address
Building 1	City Hall	1400 Schertz Parkway
Building 2	Admin	1400 Schertz Parkway
Building 3	Community Center	1400 Schertz Parkway
Building 4	Council Chambers	1400 Schertz Parkway
Building 5	Civic Center	1400 Schertz Parkway
Building 6	Police Department	1400 Schertz Parkway
Building 7	EMS	1400 Schertz Parkway
Building 8	Fire	1400 Schertz Parkway
Building 9	Purchasing	1400 Schertz Parkway
Building 10	Parks	10 Commercial Place
Building 11	Engineering	10 Commercial Place
Building 12	Public Works	10 Commercial Place
Fire Station #2	Station 2	19085 N IH 35
North Center	North Center	3501 Morning Drive
Library	Library	
Fire Station #3	Station 3	
Marion EMS Substation	Marion EMS	
Live Oak Substation	Live Oak EMS	
Kramer House	Kramer House	
Soccer Complex	Soccer Complex	
Rec Center	YMCA	
Animal Adoption Center	Animal Adoption Center	
Aquatics Center	Aquatics Center	
Live Oak Rd Bunker	Live Oak Rd Bunker	
Senior Center	Senior Center	
Pickrell Park Pool	Pickrell Park Pool	
City Parks	City Parks	
Wendy Swan Pool	Wendy Swan Pool	
Pumps Stations	Pump Stations	
Lift Stations	Lift Stations	
Building 27	Fleet (Future)	

*Additional Buildings may be added to accommodate City Facilities

SCOPE OF WORK

The Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC and/or Electrical maintenance and repair services in the past.

All services performed shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's response shall, at a minimum, include but not limited to the specifications outlined herein.

Contractor shall have full-time journeymen-level mechanical personnel and factory-trained automation specialists capable of providing maintenance and repair services on the types of HVAC Equipment outlined in HVAC Equipment Details and/or Electrical Repair Services.

GENERAL REQUIREMENTS

- a. All work shall comply in every respect with the Building Laws, City Regulations, Code Requirements (City, State, or International).
- b. The successful contractor shall have or obtain a City of Schertz business license.
- c. The selected Contractor shall have and keep in effect during the term of this contract, Commercial General Liability Insurance, Business Automobile Liability Insurance and Workers Compensation Insurance. A copy of insurance certifications shall be submitted to the City.
- d. The contractor shall obtain and pay for all licenses as may be necessary or required for the completion of the work. The contractor shall complete all building permits as required. Building permit inspection fees will be the responsibility of the City.
- e. All equipment, materials, etc. specified to be removed from the site shall be done in accordance with the law. City reserves the right to maintain ownership of any and/or all materials and equipment at any time.
- f. All repair work will be left in a clean safe and workable condition.
- g. Contractor shall ONLY repair, replace, upgrade or install work that is instructed, in writing by the City's designated person.
- h. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to confirm the scope of work with the City's designated representative.
- j. It will be required that the Contractor diagnoses the problem and makes the necessary repairs as soon as possible.
- k. The Contractor must work as quickly and efficiently as is possible. All repairs are to be first class quality.
- m. By executing this contract, the Contractor represents that he has

familiarized himself with the local conditions under which the work is to be performed.

- n. In the event of accidental site damage, it will be the responsibility of the Contractor to return the site to its original condition at no cost to the City.
- o. If temporary repairs are needed due to an emergency, the Contractor is instructed to do so at the direction of the City's designated representative.
- p. All permanent repairs must be made as soon as is possible. Assuming repair part(s) are physically available this must be done as a minimum within five (5) days after the problem has been diagnosed and approval to proceed has been given.
- q. It will be the responsibility of the Contractor to leave the area in a clean, "broom swept" state. Contractor must remove all debris generated while making repairs, replacements, or installations.
- r. Contractor is an independent contractor. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein.

PRICING SCHEDULE AND RESPONSE TIME EXPECTATIONS

A. Electrical Repair/Service Rates

- a. Licensed Electrician / Journeyman – Hourly Rate \$68.00 per hour.
- b. Electrician Apprentice– Hourly Rate \$32.00 per hour.
- c. Travel Time (if applicable) Not Applicable
- d. Materials Cost: Mark-up 20 % (expressed as a percentage over cost)

B. Electrical Availability

- a. Response time to an emergency call? Two (2) hours
- b. Response time for non-emergency request for service? Twenty-four (24) hours

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor 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 Contractor shall maintain insurance coverage equal to that required of the Contractor. 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. Contractor 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, Contractor 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 Contractor's 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

DATE (MM/DD/YYYY)
01/01/2000

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 SUEGATION 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
635 Main Street
Tampa, FL 33333-0000

(B)

COMPANY
NAME
FAX NO. (Etc.)
ADDRESS

INSURANCE

MINIMUM REQUIRED COVERAGE

INSURER A: Insurance Carrier	00000
INSURER B: Insurance Carrier	00000
INSURER C: Insurance Carrier	00000
INSURER D: Insurance Carrier	00000
INSURER E: Insurance Carrier	00000

INSURED

XYZ Company
123 Apple Street
Tampa, FL 22222-0000

(C)

(D)

(E)

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	POLICY NUMBER	POLICY PERIOD	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X123456	01/01/2000 - 01/01/2000	EACH OCCURRENCE AGGREGATE TO CERTIFIED POLICIES IN A CERTAIN MED EXP (per occurrence) \$ 5,000 PERSONAL & ADVERTISING \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMODITY \$ 1,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRE/AUTO'S	123456789	01/01/2000 - 01/01/2000	COMBINED SINGLE LIMIT BODILY INJURY (per person) \$ 1,000,000 BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIABILITY EXCESS/STAND	01234	01/01/2000 - 01/01/2000	EACH OCCURRENCE AGGREGATE \$
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY CAPABILITY/EXECUTIVE OFFICER/BOARDER/CLERICAL WILL/CONTINGENT SUBSIDIARIES OF ORGANIZATION/SALES	123456	01/01/2000 - 01/01/2000	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EACH EMPLOYEE \$ 500,000 E.L. DISEASE - EACH POLICYLINE \$ 500,000
<input checked="" type="checkbox"/> Builder's Risk Professional Services	123456	01/01/2000 - 01/01/2000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

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

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SD 425 enacted by Texas Legislature 02(R) session in 2011).

CERTIFICATE HOLDER

City of Schertz
1400 Schertz Parkway
Schertz, Tx 78154
Attn: Purchasing Dept.

(A)

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

(S)

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ACORD 28 (2010/09)

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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 Contractor 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 “C”

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2021

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 have ADDITIONAL INSURED provisions or 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 IBTX Risk Services 32335 US Highway 281 N, Suite 1201 San Antonio TX 78163		CONTACT NAME: PHONE (A/C No. Ext): 800-880-6689 E-MAIL: service@ib-tx.com ADDRESS:		FAX (A/C No.):	
INSURED Gerard Electric, LLC 14275 IH 10 East Schertz TX 78154		GERAELE-02		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Texas Mutual Insurance Company		NAIC # 22945	
		INSURER B: Emcasco Insurance Company		21407	
		INSURER C: Employers Mutual Casualty Company		21415	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 878709739

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		5D74552-21	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6E74552-21	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		5J74552-21	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0002002341	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability & Auto policies include Blanket Additional Insured Endorsement (#CG71741013, #CA74501117) as required in a written contract with the Named Insured. General Liability, Auto & Workers Comp policies include Blanket Waiver of subrogation Endorsement (#CG75780219, #CA74501117, #WC420304) as required in a written contract with the Named Insured. Primary Non-Contributory wording per endorsement (#CG71741013)

CERTIFICATE HOLDER

CANCELLATION

City of Schertz 1400 Schertz Pkwy. Schertz TX 78154	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
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Gerard Electric, LLC
Schertz, TX United States

Certificate Number:
2021-787013

Date Filed:
08/05/2021

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

City of Schertz

Date Acknowledged:
08/05/2021

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

2021-012
Electrical Services

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address is _____, _____, _____, _____, _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION NO. 21-R-75

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A SERVICE AGREEMENT WITH BEYER MECHANICAL AND PREMIER COMFORT FOR ON-CALL HVAC SERVICES AND GERARD ELECTRIC AND CRI ELECTRIC FOR ON-CALL ELECTRICAL SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City enter into a service agreement with Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services relating to maintenance and repair services, and other matters in connection therewith, and;

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services pursuant to the Services Agreements attached hereto as Exhibit A and Exhibit B (the "Agreement"), and;

WHEREAS, the City is seeking approval for expenditures to these vendors in an amount not to exceed \$100,000 per fiscal year per vendor, and;

WHEREAS, the agreement shall become effective upon the date of final signature on the agreement and shall remain in effect through September 30, 2024, with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in 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 Beyer Mechanical and Premier Comfort for on-call HVAC services and Gerard Electric and CRI Electric for on-call Electrical services in substantially the form set forth on Exhibit A and Exhibit B.

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 27th day of July, 2021.

CITY OF SCHERTZ, TEXAS



Ralph Gutierrez, Mayor

ATTEST:



Brenda Dennis, City Secretary

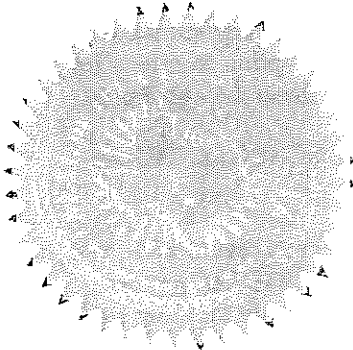


EXHIBIT A
HVAC SERVICE AGREEMENT

EXHIBIT B
ELECTRICAL SERVICE AGREEMENT



New Construction • Maintenance • Voice & Data

PROPOSAL

April 28, 2022

City of Schertz
10 Commercial Place, Bldg. 2
Schertz, TX 78154

Project: Nacogdoches EST Generator

Scope of Work: Complete Installation of Electrical Per Drawings and Specifications.

Materials	\$162,300.00
Labor	\$34,000.00
Equipment	\$9,000.00
ATS	\$9,700.00
Concrete Pad Allowance	<u>\$14,000.00</u>
Total Price	\$229,000.00

Inclusions:

- Electrical System per Drawings Dated
- Non-Service Entrance Rated Automatic Transfer Switch
- Soft Start Controller
- Temporary power for construction based on OSHA minimum standards. Task lighting by others.

Exclusions:

- Sales Tax
- Wage Scale
- Performance Bond
- Utility Company Charges
- Furnishing of Generator

Notes:

1. Existing Transformers will be reused
2. #500 Copper will be used in lieu of #600 as shown on drawings

This bid is conditioned on the parties entering into a mutually acceptable written subcontract agreement.

Sincerely,

Edward Moore
President

14275 IH 10 East, Schertz, TX 78154 * Voice (210)661-8241 * Fax (210) 661-8202 TECL #17367

*Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711,
1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints.*



New Construction • Maintenance • Voice & Data

PROPOSAL

April 28, 2022

City of Schertz
10 Commercial Place, Bldg. 2
Schertz, TX 78154

Project: Morning Drive Booster Station Generator

Scope of Work: Complete Installation of Electrical Per Drawings and Specifications.

Materials	\$72,300.00
Labor	\$25,000.00
Equipment	\$8,000.00
ATS	\$9,700.00
Concrete Pad Allowance	\$10,000.00
Shade Structure Allowance	<u>\$8,000.00</u>
Total Price	\$133,000.00

Inclusions:

- Electrical System per Drawings Dated
- Temporary power for construction based on OSHA minimum standards. Task lighting by others.

Exclusions:

- Sales Tax
- Wage Scale
- Performance Bond
- Utility Company Charges

Note:

- 1) There will be no pull box installed for intercepting the service entrance conductors from CPS. It is our intention to expose and extend to the new switch without a pull box.
- 2) #500 Copper will be used in lieu of #600 as shown on drawings
- 3) ATS Will not be Service Entrance Rated and a 800amp SE Rated Disconnect will be installed ahead of the transfer switch.

This bid is conditioned on the parties entering into a mutually acceptable written subcontract agreement.

Sincerely,

Edward Moore
President

14275 IH 10 East, Schertz, TX 78154 * Voice (210)661-8241 * Fax (210) 661-8202 TECL #17367

*Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711,
1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints.*

CITY COUNCIL MEMORANDUM

City Council Meeting: May 10, 2022
Department: City Secretary
Subject: Ordinance No. 22-M-20 - Consideration and/or action adopting an Ordinance by the City Council of the City of Schertz, Texas setting dates for the end of terms of members on City Boards, Commissions, and Committees, and requiring City Board Volunteer Members to take part in an interview process; repealing all ordinances or resolutions or parts of an ordinances or resolutions in conflict with this ordinance; and providing an effective date. *(First Reading)* (Interview Committee/S. Edmondson)

BACKGROUND

Currently, with Ordinance 12-M-33, all Boards, Commissions and Committees have May 31st expiration term date. If a current volunteer wished to continuing serving on a Board, Commission or Committee, their reappointment was approved without going through an interview process.

The Interview Committee met on March 21st, 2022 to discuss all the Boards, Commissions Committees: May 31st expiration term date. The Interview Committee recommends changing the Boards, Commissions, and Committees to a different ending term date. The Boards, Commissions and Committees will have an expiration term ending date of either: June 30th, September 30th or March 31st. The Interview Committee will interview all new volunteer applicants and volunteer members wanting to be appointed or reappointed to a board.

GOAL

With community interest on serving on a City of Schertz Board, Commission or Committee, the Interview Board will have the opportunity to appoint and reappoint volunteer applicants who wish to volunteer and serve on a City of Schertz Board, Commission or Committee.

COMMUNITY BENEFIT

Citizens who apply to volunteer on City of Schertz Boards, Commissions or Committees will have an opportunity to be interviewed when yearly terms expire.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Ordinance No. 22-M-20.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

Staff recommends approval of Ordinance 22-M-20.

Attachments

Expiration Term Dates
Ord. 22-M-20

EXHIBIT A:	BOARDS, COMMISSIONS AND COMMITTEES			
YEAR:	2022	2022	2023	2023
	CURRENT:	NEW:	CURRENT:	NEW:
1-MONTH EXTENTION	MAY 2022 EXPIRATIONS EXTENDED TO JUNE 2022	JUNE 2022: EXP DATE: WILL INTERVIEW: MAY 2022	MAY 2023 EXP: WILL EXTEND TO JUNE 2023	JUNE 2023 -INTERVIEW IN MAY 2023
Jun-22	BOARD OF ADJUSTMENTS			
Jun-22	LIBRARY			
Jun-22	PLANNING AND ZONING			
Jun-22	CAPITAL IMPROVEMENT ADVISORY COMMITTEE			
4- MONTH EXTENTION	MAY 2022 EXPIRATIONS EXTENDED TO SEPTMENBER 2022	SEPTEMBER 2022: EXP DATE: WILL INTERVIEW: AUGUST 2022	MAY 2023 EXP: WILL EXTEND TO SEPTEMBER 2023	SEPTEMBER 2023 EXP: INTERVIEW IN AUGUST 2023
Sep-22	BUILDING AND STANDARDS			
Sep-22	ECONOMIC DEVELOPMENT CORPORATION			
Sep-22	PARKS			
10-MONTH EXTENTION	MAY 2022 EXPIRATIONS EXTENDED TO MARCH 2023	MARCH 2023: EXP DATE WILL INTERVEIW FEBRUARY 2023	MAY 2023 EXP: WILL EXTEND TO MARCH 2024	MARCH 2024 EXP: INTERVIEW IN FEBRUARY 2024
Mar-23	TIRZ			
Mar-23	HISTORICAL			
Mar-23	TSAC			

ORDINANCE NO. 22-M-20

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS SETTING EXPIRATION DATES FOR THE END OF TERMS OF VOLUNTEER MEMBERS OF CITY BOARDS, COMMISSIONS, AND COMMITTEES, AND REQUIRING THE CITY BOARD VOLUNTEER MEMBER TAKE PART OF AN INTERVIEW PROCESS TO BE APPOINTED OR RE-APPOINTED TO A CITY BOARD. REPEALING ALL ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR RESOLUTIONS IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Schertz, Texas (the “City”) has established the various Boards, Commissions, and Committees set forth in Ordinance No. 22-M-20 and incorporated herein (collectively, the “Boards”), which Boards are composed of volunteer members; and

WHEREAS, currently, the terms for the members of each of the Boards ends on May 31st of the year in which the applicable volunteer members’ term expires; and

WHEREAS, the Interview Committee met on March 21, 2022 to discuss the expiration dates of all the Boards; and to discuss the process of appointments and reappointments of volunteer members; and

WHEREAS, the end date of the terms of the members of each of the Boards is hereby changed to one of the following: June 30th, September 30th or March 31st. See Exhibit A

WHEREAS, volunteer members who term expires must resubmit an application to remain on the board and go through an interview process. See Exhibit B

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

Section 1. The end date of the terms of the members of each of the Boards is hereby changed and an Interview Process for appointing or reappointing volunteer members is now required.

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

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

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

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

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

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the 10th of May, 2022.

PASSED, APPROVED and ADOPTED ON SECOND READING, the ____ day of _____, 2022.

Ralph Gutierrez, Mayor

ATTEST:

City Secretary, Brenda Dennis

City Seal

EXHIBIT A

The Interview Committee met on March 21, 2022 to discuss the expiration dates of all the Boards.

The following changes are recommended:

1. The Boards, Commissions and Committees will have different expiring term dates for the volunteer members.
2. The following Boards will have a June 30th term expiration date:
Board of Adjustments
Planning and Zoning
Library Advisory Board
Capital Improvement Advisory Committee
3. The following Boards will have a September 30th term expiration date:
The Schertz Economic Development Corporation
Building and Standards Commission
Parks and Recreation Advisory Board
4. The following Boards will have a March 31st term expiration date:
The Reinvestment Zone Number Two Committee
Schertz Historical Preservation Committee
The Transportation and Safety Advisory Committee

See attached spreadsheet.

EXHIBIT B- Interview Process

The Interview Committee met on March 21, 2022 to discuss the process of appointments and reappointments of volunteer members.

1. The Chair of the Board and the Volunteer Member will be notified by the City Secretary's Office that the volunteer member's term is expiring in approximately 45 days and if the volunteer member wants to be reappointed, they will need to resubmit an application to be reappointed to the Board they wish to serve on.
2. If there are new applications from citizens wishing to serve, they will be interviewed by the Interview Committee at the same timeframe the interviews for reappointment are to be scheduled.
2. All new applicants and volunteer members who would like to be appointed or reappointed to a Board, will go through the Interview Process. The Interview Process consists of the new applicant or volunteer member being interviewed by the Interview Committee and Chair of that Board/Commission/Committee to be selected to serve.

CITY COUNCIL MEMORANDUM

City Council Meeting: May 10, 2022
Department: Parks, Recreation & Community Service
Subject: Ordinance No. 22-T-21- Consideration and/or action adopting an Ordinance by the City Council of the City of Schertz, Texas authorizing an adjustment to the fiscal year 2021-2022 budget to landscape the Cibolo Valley Drive medians, repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing an effective date.*(First Reading)* B.James/L.Shrum

BACKGROUND

The City of Schertz and the City of Cibolo partnered to construct a new 0.5 mile (approx.) segment of Cibolo Valley Drive between IH-35 and Old Wiederstein Road. As part of the project the road was widened from 2 lanes to 4 lanes with added turn lanes and two medians that are currently empty with a road base. A landscaping plan was created that includes low-water plants, drip irrigation system, and decorative rock. The plan was reviewed by staff from both cities. Traffic control is also included in the cost due to the need to shut down a lane on either side of the medians during installation. The project is expected to take 12 days barring any weather delays.

GOAL

Approve Ordinance 22-T-21 to authorize an adjustment to the fiscal year 2021-2022 budget to landscape the Cibolo Valley Drive medians.

COMMUNITY BENEFIT

The medians on Cibolo Valley Drive serve as a gateway to both cities - Schertz and Cibolo - and the landscaping needs to reflect the aesthetic expected from our community.

SUMMARY OF RECOMMENDED ACTION

Approve Ordinance 22-T-21.

FISCAL IMPACT

The contract cost for the landscaping, drip irrigation system, and traffic control is \$88,172.99 and will be funded out of Roadway Impact Fees collected for Zone 1. As of April 30, 2022 Zone 1 had \$649,944 available for use on applicable projects.

RECOMMENDATION

Approve Ordinance 22-T-21.

Attachments

CVD Medians Budget Amendment

ORDINANCE NO. 22-T-21

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2021-2022 BUDGET TO LANDSCAPE THE CIBOLO VALLEY DRIVE MEDIANS, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 21-T-38, the City of Schertz (the “City”) adopted the budget for the City for the fiscal year 2021-2022 (the “Budget”), which provides funding for the City’s operations throughout the 2021-2022 fiscal year; and

WHEREAS, the City needs to authorize budget amounts of \$88,172.99 from the Roadway Impact Fees for the Cibolo Valley Drive median landscaping, and

WHEREAS, City staff recommends that the City Council of the City adjust the Budget and approve the ordinance; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to adjust the Budget and approve the landscaping of the Cibolo Valley Drive medians, as more fully set forth in this Ordinance.

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

Section 1. The City shall set a budget of \$88,172.99 from the Roadway Impact Fees for the landscaping of the Cibolo Valley Drive medians.

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

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

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

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

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

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the 10th day of May 2022.

PASSED ON FINAL READING, the 24th day of May 2022.

CITY OF SCHERTZ, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)