

**AGENDA
NOTICE OF MEETING OF THE CITY COUNCIL OF
SHAVANO PARK, TEXAS**

This notice is posted pursuant to the Texas Open Meetings Act. Notice hereby given that the City Council of the CoSP, Texas will conduct a Special Meeting on Monday, October 12, 2020 6:30 p.m. at 900 Saddletree Court, Shavano Park City Council Chambers.

**SUPPLEMENTAL NOTICE OF MEETING BY LIVESTREAM / TELEPHONE
CONFERENCE:**

**THIS MEETING WILL BE A LIMITED TO APPROXIMATELY 10 IN-
PERSON ATTENDEES IN ORDER TO MAINTAIN SOCIAL DISTANCING.**

In accordance with Order of the Office of the Governor issued March 16th, 2020, the governor has suspended various provisions of the Open Meetings Act pursuant to his state disaster authority, which now authorize the participation of a meeting by live-video stream or telephone. The City of Shavano Park will conduct the Regular Meeting on Monday, September 21, 2020 at 6:30 p.m. at 900 Saddletree Court, Shavano Park Council Chambers in part by Livestream / telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) and slow down the spread of the Coronavirus (COVID-19).

Livestream Participation. The livestream available via the GoToMeeting website from your computer, tablet or smartphone at: <https://youtu.be/dDKEIkJ-aUU>

Telephone Participation. The public toll-free dial-in number to participate in the telephonic meeting is 1-877-853-5247 and requires access code 941-5566-4206. The Livestream / telephone conference will be available to join at 6:00 p.m. (30 minutes prior to the meeting). If you have issues accessing Telephone Participation or Livestream, please call City Secretary Zina Tedford at 210-787-0366.

The public will be permitted to offer comments telephonically as provided by the agenda during Citizen’s to be Heard. Citizens who want to speak during this period, should sign up to speak prior to the beginning of the meeting by stating their intent and providing Name, Address, and Topic to be addressed. Follow the guidelines under agenda item 3. If unable to participate in the meeting, you may submit public comments by email to ztedford@shavanopark.org.

The meeting agenda and agenda packet are posted online at www.shavanopark.org.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. CITIZENS TO BE HEARD

The City Council welcomes “Citizens to be Heard.” If you wish to speak, you must follow these guidelines. **As a courtesy to your fellow citizens and out of respect to our fellow citizens, we request that if you wish to speak that you follow these guidelines.**

- The Mayor will recognize those citizens who have signed up prior to the start of the meeting.
- Pursuant to Resolution No. R-2019-011 citizens are given three minutes (3:00) to speak during “Citizens to be Heard.”
- Members of the public may only speak once and cannot pass the individual’s time allotment to someone else
- Direct your comments to the entire Council, not to an individual member
- Show the Council members the same respect and courtesy that you expect to be shown to you

The Mayor will rule any disruptive behavior, including shouting or derogatory statements or comments, out of order. Continuation of this type of behavior could result in a request by the Mayor that the individual leave the meeting, and if refused, an order of removal. In compliance with the Texas Open Meetings Act, no member of City Council may deliberate on citizen comments for items not on the agenda. (Attorney General Opinion – JC 0169)

4. CITY COUNCIL COMMENTS

Pursuant to TEX. GOV’T CODE §551.0415(b), the Mayor and each City Council member may announce city events/community interests and request that items be placed on future City Council agendas. “Items of Community Interest” include:

- expressions of thanks, congratulations, or condolences;
- information regarding holiday schedules;
- an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not honorary or salutary recognition for purposes of this subdivision;
- a reminder about an upcoming event organized or sponsored by the governing body;
- information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and
- announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after posting of the agenda.

5. PRESENTATIONS, COMMENDATIONS AND ANNOUNCEMENTS

5.1. Proclamation – Breast Cancer Awareness Month - Mayor Werner

6. REGULAR AGENDA ITEMS

- 6.0. Discussion / action - Ordinance O-2020-013A amending the City of Shavano Park Code of Ordinance O-2020-013 Fencing Regulations' severability clause (Administrative) - Alderman Colemere**
- 6.1. Discussion / action - Resolution R-2020-019 adopting a policy providing guidance for fence permitting and City Council consideration of fencing past the front edge of the residence and/or fencing facing NW Military Highway within the NW Military Highway Urban Corridor for Fence Standards (Ordinance O-2020-013) - City Manager**
- 6.2. Discussion / action - Resolution R-2020-020 approving the State Infrastructure Bank Loan used for water utility relocation in conjunction with the Texas Department of Transportation's project to improve NW Military Highway - City Manager**
- 6.3. Discussion / action - Ordinance No. O-2020-021 electing for the City to make current service and prior service contributions to the City's account in the benefit Accumulation Fund of the Texas Municipal Retirement System at the actuarially determined rate of total employee compensation (Administrative) - City Manager / Finance Director**
- 6.4. Discussion / action - Approval of landscaping plan and contract proposal for Windmill Drainage Project - City Manager**
- 6.5. Discussion / action - Dates for City sponsored events (City-wide Garage Sale / Arbor / Earth Day / Independence Day / National Night Out / Holiday / Picnic in the Park) - City Manager**
- 6.6. Discussion / action - Consideration on cancelling the October 26th City Council Meeting - City Council**

7. CITY MANAGER'S REPORT

All matters listed under this item are considered routine by the City Council and will only be considered at the request of one or more Aldermen. Coincident with each listed item, discussion will generally occur.

- 7.1. Building Permit Activity Report**
- 7.2. Fire Department Activity Report**
- 7.3. Municipal Court Activity Report**

7.4. Police Department Activity Report

7.5. Public Works Activity Report

7.6. Finance Report

8. CONSENT AGENDA

All matters listed under this item are considered routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired by any Alderman on any item, that item will be removed from the consent agenda and will be considered separately.

8.1. Approval - City Council Special Minutes, September 14, 2020

8.2. Approval - City Council Minutes, September 21, 2020

8.3. Approval - Resolution R-2020-018 designating the San Antonio Express News as the City of Shavano Park's official newspaper for posting of public notices for the City as required by law

9. ADJOURNMENT

Executive Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of TEX. GOV'T 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 TEX. GOV'T CODE §551.144(c) and the meeting is conducted by all participants in reliance on this opinion. The Council may vote and/or act upon each of the items set out in this agenda. In addition, the City Council for the City of Shavano Park has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter authorized by Texas Government Code Sections 551.071 (Consultation with Attorney); 551.072 (Deliberations related to Real Property); and Section 551.074 (Personnel Matters).

Attendance by Other Elected or Appointed Officials – NOTICE OF POTENTIAL QUORUM:

It is anticipated that members of City Council or other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

The facility is wheelchair accessible and accessible parking spaces are also available in the front and sides of the building. The entry ramp is located in the front of the building. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the City Secretary at 210-493-3478 x240 or TDD 1-800-735-2989.

CERTIFICATE:

I hereby certify that the above Notice of Meeting was posted on the City Hall bulletin board on the 6th day of October 2020 at 11:45 a.m. at a place convenient and readily accessible to the general public at all times, and to the City's website, www.shavanopark.org, in compliance with Chapter 551, Texas Government Code

Zina Tedford
City Secretary

POTENTIAL FUTURE AGENDA ITEMS

No Items listed as a potential future agenda item will be considered unless listed as a regular agenda item. Alderman please contact City staff to add new or reconsider old agenda items. Pending agenda items for consideration at subsequent Council meetings may include one or more of the following:

- a. Ordinance to establish a construction speed zone on NW Military Highway during the construction - November**
- b. Resolution adopting City Policy - City Publications – Open**
- c. Adoption of Official City Holiday Schedule - Annual November**
- d. Approval of the yearly tax roll - Annual November**
- e. Consideration for transfer portions of Fund Balance to Capital Replacement / Improvement Fund - Annual January / February**
- f. Records Retention Policy - Annual January**
- g. Schedule the Annual City-Wide Garage Sale – Annual January**
- h. Appointment of Council Appointed Positions - Annual January**
- i. Annual Crime Report – Annual January**
- j. Crime Control Prevention District funding placed on ballot - January 2024**
- k. Street Maintenance Fund funding placed on the ballot - January 2022**
- l. Revisions to Employee Handbook - Annual February**
- m. Shavano Park Police Department **20XX** Racial Profiling Report - Annual February**
- n. City of Shavano Park Investment Policy - Annual February**
- o. Shavano Park Commercial and Residential Development Semi-annual Presentation - Bitterblue, Inc. / Denton Communities – February / August**
- p. FY 2019 - 20 Budget Amendment (Annual February or March)**
- q. Set City Manager Annual Performance and Salary Review for April – Annual March**
- r. City Manager Annual Review / Salary for April - Annual April**
- s. Annual Budget Calendar - Annual May**

- t. Annual appointment of members to the Higher Education Facilities Corporation Board - Annual May
- u. Annual update on bond revenue opportunities by Bond Counsel – Annual May
- v. Approval of Financial Account Signatures - Annual June
- w. Annual Compensation Review - Annual June Workshop
- x. Shavano Park Commercial and Residential Development Semi-annual Presentation - Bitterblue, Inc. / Denton Communities – February / August
- y. City Council adoption of organizational chart - Annual August
- z. Annual Report on Republic Service Recycling and CPI Fee adjustments - Annual September
- aa. Resolution adopting the Crime Control and Prevention Budget of the City of Shavano Park Crime Control & Prevention for FY - Annual September
- bb. Ordinance approving and adopting a budget for the City of Shavano Park, Texas for the fiscal year beginning October 1, 2018 and ending September 30, 2019a - Annual September
- cc. Resolution adopting the City of Shavano Park Effective Tax Rate (Record Vote) - Annual September
- dd. Record vote to ratify the property tax rate reflected in the FY 2016-17 Budget (Record Vote) - Annual September
- ee. Selection - Boards, Commissions, and Committees - Annual September
- ff. Setting the dates for the City sponsored events (City-wide Garage Sale / Arbor / Earth Day / Independence Day / National Night Out / Holiday / Picnic in the Park) - Annual September / October
- gg. Resolution ____ designating the San Antonio Express News as the City of Shavano Park's official newspaper for posting of public notices for the City as required by law - Annual October
- hh. Disposal of City Equipment / Furniture - Annual October

PROCLAMATION

WHEREAS, Breast Cancer Awareness is a worldwide annual campaign in October, involving thousands of organizations to highlight the importance of breast cancer awareness, education, and research; and

WHEREAS, Besides skin cancer, breast cancer is the most commonly diagnosed cancer among American women, and is second only to lung cancer as cause of cancer death; and

WHEREAS, A woman living in the US has a 1-in-8, lifetime risk of being diagnosed with breast cancer; and men have a 1 in 833 lifetime risk of getting breast cancer; and

WHEREAS, Breast cancer typically produces no symptoms when the tumor is small and most easily treated; although breast cancer generally has been referred to as a single disease, there are up to 21 distinct histological subtypes, and

WHEREAS, Public education about breast cancer symptoms, early detection and treatment is the key to fighting breast cancer;

NOW, THEREFORE, on behalf of the City Council of the City of Shavano Park, I do hereby proclaim October 2020 as Breast Cancer Awareness Month in Shavano Park, Texas, and asks the community get the facts about mammography and encourage our citizens throughout the greater San Antonio, Texas area to become educated about the early warning signs and causes of this particular cancer and its effective treatment.

Robert Werner
Mayor

CITY COUNCIL STAFF SUMMARY

Meeting Date: October 12, 2020

Agenda item: 6.0

Prepared by Ald. Mike Colemere

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION:

Discussion / action - Ordinance O-2020-013A amending the City of Shavano Park Code of Ordinance O-2020-013 Fencing Regulations' severability clause (Administrative) - Alderman Colemere

X

Attachments for Reference:

1) 6.0a Ordinance O-2020-013A

BACKGROUND / HISTORY: City Council passed amendments to the Fence Code in September 2020.

DISCUSSION:

Subject: Possible recommended change to the wording of section XII SEVERABILITY CLAUSE in ordinance O-2020-013

The changes are quite simple and small but make a significant change to the clause.

That it is hereby declared to be the intention of the City Council of the City of Shavano Park that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are not severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional or a violation of state law by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or violation of state law shall ~~not~~ affect all any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinances, since the same would not have been enacted by the City Council with~~out~~ incorporation ~~in this ordinance~~ of any such unconstitutional or violating phrase, clause, sentence, paragraph or section. In event of a judgement rendering any phrases, clauses, sentences, paragraphs or sections of the Ordinance unconstitutional or in violation of State Law the Code of Ordinances shall revert to applicable City Codes in effect on August 31, 2020.

NOTE: Based upon attorney input, the version presented above is slightly modified from the initial draft.

I took the original wording from the clause in the ordinance and made the few word changes and deletions; the key terms and wording are in red and underlined! Some additions were added by the city attorney for clarity. All else is, I believe, unchanged.

This has the same effect as omitting the clause entirely in that it would kill the entire new ordinance and we would fall back on to the conditions of the former ordinance (in effect as of August 2020) in that “no front fence and or no solid front fences” would be allowed . Any resident that successfully completes a new fence under the new corridor ordinance guidelines prior to any possible successful challenge or future legislative change would be grandfathered. By doing this it seems that we fairly place a potential challenge on notice up front of the city’s interests and intent.

However, potential litigations should not be considered the main reason or focus for this proposal. Primary concern is that if the Texas state legislature changes ,with the stroke of a pen, the city’s ability to regulate fence materials or other aspects within this ordinance, and we do not somehow take minimal steps to protect the city’s interest, we could have a front fence ordinance in effect that we cannot control in anyway. This would basically undo much of the underlying reasoning for creating the new corridor ordinance provisions.

In the future there are sure to be likely and probable changes in city council makeup and even city staff. This change would have us fall back on the current no front fence standards as we have now thus allowing by force, the city, and its future leadership the ability to readdress the new consequences of any new changes in state law. This thereby allows the city to have a say in its continuing interests for the community’s image and interest concerns.

This change should do nothing to delay or prevent current permit applications under the conditions of the ordinance from going forward and beginning construction prior to the now expected further delay to a mid-year 2021 start of the Northwest Military Project.

COURSES OF ACTION: Approve, disapprove, or provide staff guidance

FINANCIAL IMPACT: N/A

MOTION REQUESTED: Approve Ordinance O-2020-013A amending the City of Shavano Park Code of Ordinance O-2020-013 Fencing Regulations’ severability clause (Administrative)

ORDINANCE NO. O-2020-013A

AN ORDINANCE AMENDING THE SEVERABILITY CLAUSE OF ORDINANCE O-2020-013 TO DECLARE THAT THE ENTIRETY OF ORDINANCE O-2020-013 IS NOT SEVERABLE; EXPAND THE SEVERABILITY CLAUSE TO INCLUDE VIOLATIONS OF STATE LAW; SPECIFY THAT IN EVENT OF A JUDGEMENT THE CODE OF ORDINANCES SHALL REVERT TO APPLICABLE CODES ON SEPTEMBER 1, 2020 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after public hearing held by the City Council on August 24, 2020 the City Council voted to approve the second reading of Ordinance O-2020-013 subject to City Council adopting a policy on September 21, 2020; and

WHEREAS, Ordinance O-2020-013's Section XII – SEVERABILITY states the City Council's intention is that the phrases, clauses, sentences, paragraphs, and sections of Ordinance O-2020-013 are severable due to a judgement of unconstitutionality by a court of competent jurisdiction; and

WHEREAS, the City Council desires to amend its intention regarding the severability of Ordinance O-2020-13 to declare that the phrases, clauses, sentences, paragraphs, and sections of Ordinance O-2020-013 are not severable;

WHEREAS, the City Council desires to amend its intention regarding the severability of Ordinance O-2020-013 to expand the severability clause to include declarations of a violation of State Law by a court of competent jurisdiction;

WHEREAS, the City Council desires to amend its intention regarding the severability of Ordinance O-2020-013 to specify that in the event of a judgement rendering any phrases, clauses, sentences, paragraphs or sections of the Ordinance unconstitutional or violating of State Law the Code of Ordinances shall revert to applicable City Codes in effect on September 1, 2020;

WHEREAS, the City Council this an administrative matter that does not constitute a substantive law governing the citizens of the City of Shavano Park; and

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

I
AMENDMENT

Section XII - SEVERABILITY of Ordinance O-2020-013 of the City of Shavano Park is hereby amended to read as follows:

That it is hereby declared to be the intention of the City Council of the City of Shavano Park that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are not severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional or a violation of state law by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or violation of state law shall ~~not~~ affect all any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinances, since the same would not have been enacted by the City Council with~~out~~ incorporation ~~in this ordinance~~ of any such unconstitutional or violating phrase, clause, sentence, paragraph or section. In event of a judgement rendering any phrases, clauses, sentences, paragraphs or sections of the Ordinance unconstitutional or in violation of State Law the Code of Ordinances shall revert to applicable City Codes in effect on August 31, 2020.

II
EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by State and Local law.

PASSED AND APPROVED by the City Council of the City of Shavano Park this the 12th day of October, 2020.

ROBERT WERNER, MAYOR

Attest:

ZINA TEDFORD, City Secretary

CITY COUNCIL STAFF SUMMARY

Meeting Date: October 12, 2020

Agenda item: 6.1

Prepared by: Curtis Leeth

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION:

Discussion / action - Resolution R-2020-017 adopting a policy providing guidance for fence permitting and City Council consideration of fencing past the front edge of the residence and/or fencing facing NW Military Highway within the NW Military Highway Urban Corridor for Fence Standards - City Manager

X

Attachments for Reference:

- 1) 6.1a Resolution R-2020-017
- 2) 6.1b City Policy #19 – NW Military Urban Corridor Fencing Permit Policy
- 3) 6.1c Ordinance O-2020-013

BACKGROUND / HISTORY: At the September 21, 2020 City Council Meeting the Council approved Ordinance O-2020-013 designated homes along NW Military as an *Urban Corridor for Fence Standards* and allowed front fencing past the front edge of the residence for homes along NW Military after City Council approval subject to a policy.

DISCUSSION: City Policy #19 provides guidance for fence permitting and City Council consideration of fencing past the front edge of the residence and/or fencing facing NW Military Highway within the NW Military Highway Urban Corridor for Fence Standards.

Under proposed policy, a resident must submit a completed residential building permit to the Permit Office, which will be reviewed by building inspector, then City staff and then placed before Council for consideration with an approval / disapproval recommendation.

Submittal must include:

- a) Completed Permit
- b) Property survey or plat with proposed location of the fence marked and labeled. Survey or plat must show existing property lines, setback lines, utility easements, roads and flood plain location. NOTE: a new survey is not required (intent is to use an existing one which most properties already have)
- c) A complete description / plans / illustrations / pictures of the proposed fence to include building materials, colors, any specifications. Fencing that is commonplace (e.g. cedar) may not need illustrations as determined by the Building Official.
- d) If appropriate, landscaping plans that may complement or enhance the fencing.

The City Council may stipulate conditions and restrictions upon the establishment, location, construction, and maintenance of the fence as deemed necessary to ensure the fence remains architecturally and aesthetically consistent with the surrounding area.

COURSES OF ACTION:

- 1) Approve Resolution R-2020-017 adopting a policy providing guidance for fence permitting and City Council consideration (with option of specified modifications).
 - 2) Decline and provide guidance to staff.
-

FINANCIAL IMPACT: N/A, Standard permit fees apply; no additional permitting cost.

MOTION REQUESTED: Approve Resolution R-2020-017 adopting a policy providing guidance for fence permitting and City Council consideration of fencing past the front edge of the residence and/or fencing facing NW Military Highway within the NW Military Highway Urban Corridor for Fence Standards.

RESOLUTION NO. R-2020-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS, APPROVING A POLICY PROVIDING GUIDANCE FOR FENCE PERMITTING AND CITY COUNCIL CONSIDERATION OF FENCING PAST THE FRONT EDGE OF THE RESIDENCE AND/OR FENCING FACING NW MILITARY HIGHWAY WITHIN THE NW MILITARY HIGHWAY URBAN CORRIDOR FOR FENCE STANDARDS

WHEREAS, Texas Local Government Code Section 51.001 gives the governing body of a municipality the authority to adopt regulations for the purpose of promoting public safety, peace, and general welfare and preserving places of architectural importance and significance; and

WHEREAS, the regulation of materials for fences is not yet governed under State law, as Texas Government Code Section 3000.002(a)(1) & (2), codified after the last legislative session, apply to commercial and residential buildings only, of which fences are not considered; and

WHEREAS, the City of Shavano Park regulates placement and construction of residential fences for the protection and safety of the public's general welfare; and

WHEREAS, the City of Shavano Park is a certified Scenic City and the City Council of the City of Shavano Park desires to implement high-quality scenic standards for public roadways and public spaces; and

WHEREAS, the City Council has established a dedicated interest in the aesthetics of its community and has determined that this ordinance has been drafted in order to meet the City's compelling interest in the established aesthetic beauty of the City; and

WHEREAS, the City of Shavano Park regulates placement and construction of residential fences to preserve the architectural and aesthetic beauty of the City; and

WHEREAS, Within the City's jurisdiction, there are roadway corridors that have been and/or will continue to be very significant to the City. These corridors are amenities and assets of great value to the City, its inhabitants and its economy; and

WHEREAS, The City Council aims to preserve, enhance and perpetuate the value of these roadway corridors both for the City as well as for the property owners who reside along the corridors and who have expressed concern as how best to enjoy their property against certain concerns unique to the corridors, such as highway noise and privacy; and

WHEREAS, the City of Shavano Park desires to allow residences fronting NW Military Highway (FM 1535) to place front solid fencing; ensuring those residents are allowed to achieve their desired state of privacy, security, better noise insulation, and safety; and

WHEREAS, the City Council of the City of Shavano Park desires to provide further guidance on fence permitting for residents within the NW Military Highway Urban Corridor for Fence Standards through an established policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS THAT:

That the City Council adopts Exhibit A, attached, in its entirety as the NW Military Highway Urban Corridor Fencing Permit Policy for the City of Shavano Park.

PASSED AND APPROVED by the City Council of the City of Shavano Park at a Special meeting held on this the 12th day of October, 2020.

Robert Werner
MAYOR

Attest: _____
Zina Tedford
CITY SECRETARY



CITY OF SHAVANO PARK
900 Saddletree Court
Shavano Park, TX 78231

CITY POLICY NO. 19

SUBJECT: NW Military Urban Corridor Fencing Permit Policy

October 12, 2020

1. References.

- a. Tex. Loc. Gov't Code §51.001—General Powers of Municipalities
- b. City of Shavano Park, Texas – Code of Ordinances / Chapter 6 – Buildings and Building Regulations / Article V – Fences
- c. City of Shavano Park, Texas – Code of Ordinances / Chapter 6 – Buildings and Building Regulations / Article VI – Urban Corridors for Fence Standards
- d. City of Shavano Park, Texas – Code of Ordinances / Chapter 36 – Zoning / Section 36-36(f) - Fences
- d. Minutes of September 21, 2020 City Council meeting

2. Purpose. The purpose of this policy is to provide standards for fence permitting and City Council consideration of fencing past the front edge of the residence and/or fencing facing NW Military Highway within the NW Military Highway Urban Corridor for Fence Standards.

3. Staff Point-of-Contact. The staff point of contact for this policy is the Permit Clerk at 210.493.3478 or permitclerk@shavanopark.org.

4. Background.

a. Urban Corridors for Fence Standards. Within the City's jurisdiction, there is a roadway corridor that has been and/or will continue to be very significant to the City. This corridor is an amenity and assets of great value to the City, its residents and its economy. The City Council aims to preserve, enhance and perpetuate the value of this roadway corridor both for the City and property owners at large as well as those who reside along the corridors and who have expressed concerns as how best enjoy their property against certain concerns unique to the corridors, such as highway noise and privacy. On September 21, 2020 the City Council authorized the establishment of an urban corridor and designated residentially zoned lots adjacent to NW Military Highway as the NW Military Urban Corridor for Fence Standards. This designation allows for residential fence standards that will best serve to reduce or eliminate these unique concerns to preserve the charm of the City and for the peace, quiet, and safety of those residing along the corridors.

b. Fences along the Urban Corridor must meet the regulations of the base zoning district described in City of Shavano Park Ordinances Section 6-124 and Section 36-36(f).

c. Within or along the NW Military Urban Corridor, “Open” or “Solid” front and side fencing past the front edge of the residence is allowed. The front and side fencing past the front edge of the residence is only allowed if the fence faces the road of NW Military Highway

d. *Fence* means a freestanding structure of permitted materials, metal, masonry, or wood, or any combination thereof, resting on or partially buried in the ground and rising at least 3 feet above

ground level, and used for confinement, screening, landscaping, or partition purposes, but which does not pose a threat to public safety or health. Freestanding structures under 3 feet are not considered a fence under this definition. A Fence is categorized as either an Open Fence or Solid Fence:

- *Open Fence* - A fence constructed in such a way that no more than 20% of the surface area of the fence obstructs a view through the fence from a position perpendicular to the fence.
- *Solid Fence*: A fence constructed in such a way so that more than 20% of the surface area of the fence obstructs a view through the fence from a position perpendicular to the fence.

6. Policy.

a. Standards.

(1) All Fences in the Urban Corridor must meet the regulations of the base zoning district described in Section 6-124 and Section 36-36(f).

(2) In addition to allowed fences in the base zoning district, Open or Solid front and side fencing past the front edge of the residence is allowed. The front and side fencing past the front edge of the residence is only allowed if the fence faces the road of NW Military Highway.

(3) In order to maintain compatibility with the distinctive architectural and aesthetic characteristics of the Urban Corridors of the City the following fence regulations, in addition to Section 6-124, apply to front fencing past the front edge of the residence:

(a) All front fences shall be constructed of masonry, concrete, metal, and/or rot resistant wood materials architecturally and aesthetically consistent with the surrounding area as determined by the Building Official during the permit and plan review process. No fence material shall be thinner than ½" inch thickness.

(b) Fences shall have colors that are aesthetically consistent with the surrounding area as determined by the Building Official during the permit and plan review process.

(c) All front fences shall be the same distance from NW Military Highway (FM 1535) right-of-way as existing neighboring fences. If no neighboring fences exist, front fences shall be offset from the right-of-way by no more than ten feet. These regulations would not apply if such construction would create unsafe conditions or impede the natural drainage of water as determined by the Building Official during the permit and plan review process.

(d) No fence shall be higher than six feet above grade.

(4) All fences facing the roadway shall be kept structurally sound, well maintained and kept in appearance as originally installed. The Building Official may declare deteriorated or structurally unsound fences to be a public safety hazard to nearby pedestrian and vehicular traffic in the public right-of-way.

(5) For any residential property where such property presently has a solid masonry fence (i.e. a wall) along or parallel to a roadway corridor described in Section 6-132, such property owner may not construct a gate or other opening to their side or rear yard. Any property with an existing gate as of (October 1, 2020) on property lines described above is considered a non-conforming use and may continue to exist.

b. Consideration Process.

(1) All replacement or installation of residential fencing past the front edge of the residence and/or all fencing facing NW Military Highway within the Urban Corridor require a permit, which will be reviewed by staff and submitted for consideration by City Council.

(2) Applicants will use the standard permitting application available from the City website or the City Permit Office. Permitting requirements include:

(a) Completed Permit

(b) Property survey or plat with proposed location of the fence marked and labeled. Survey or plat must show existing property lines, setback lines, utility easements, roads and flood plain location.

(c) A complete description / plans / illustrations / pictures of the proposed fence to include building materials, colors, any specifications. On written waiver by the City Building Official, fencing that is commonplace (e.g. cedar) may not need illustrations as determined by the Building Official.

(d) If proposed, landscaping plans that may complement or enhance the fencing.

(3) City staff will provide applicants requesting approval of a fence within the Urban Corridor with this policy outlining the requirements and process.

(4) Upon receipt of a complete permit application, the City Building Official will review the application for compliance to the Ordinance and this Policy and will make an approval / disapproval recommendation.

(5) Upon recommendation from the City Building Official, the City Manager will review the application and make a staff approval / disapproval recommendation to City Council. The City Manager will then schedule an action by City Council for consideration at the next City Council meeting and will prepare all supporting material for the agenda item in advance.

(6) The property owners are encouraged to be present during the City Council deliberation and may speak and present on behalf of their permit request.

(7) After the case is presented and discussion is completed, the Mayor will request a motion. Motions for approval should always be made in the positive. If a motion and a second cannot be made in the positive, the permit request should not be voted on and it will be considered denied. While there is no requirement a vote be taken, it just requires a minimum number of positive votes to approve if voted on.

(8) As a condition of approval, the City Council may stipulate conditions and restrictions upon the establishment, location, construction, and maintenance of the fence as deemed necessary to ensure the fence remains architecturally and aesthetically consistent with the surrounding area.

CITY COUNCIL STAFF SUMMARY

Meeting Date: October 12, 2020

Agenda item: 6.2

Prepared by: Bill Hill

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / action - Resolution R-2020-020 approving the State Infrastructure Bank Loan used for water utility relocation in conjunction with the Texas Department of Transportation's project to improve NW Military Highway - City Manager

X

Attachments for Reference: 1) 6.2a SIB Loan Agreement

BACKGROUND / HISTORY: At the July 27, 2020 City Council meeting the City Council approved Resolution R-2020-015 authorizing the filing of an application for financial assistance from the State Infrastructure Bank (SIB). On July 28, 2020 the City submitted a SIB loan application for \$925,000 in financing.

On August 27, 2020 the SIB approved the City's \$925,000 funding request.

DISCUSSION: To receive disbursement of the award, the City is required to enter into a Loan Agreement with the SIB.

Disbursement of the loan monies is expected on November 11, 2020.

NW Military construction is expected to start in May / June 2021 after a several month delay due to the scope of required AT&T utility work, COVID-19 and a major cyberattack on TxDOT systems in June.

COURSES OF ACTION: Approve Resolution R-2020-020; or alternatively decline and provide further guidance to staff.

FINANCIAL IMPACT: \$925,000 to the City for water line relocation, split 50-50 between Water and General Funds.

MOTION REQUESTED: Approve Resolution R-2020-020 approving the State Infrastructure Bank Loan used for water utility relocation in conjunction with the Texas Department of Transportation's project to improve NW Military Highway.

RESOLUTION NO. R-2020-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS, AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FROM THE STATE INFRASTRUCTURE BANK; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF SHAVANO PARK IN ALL MATTERS RELATING TO THE LOAN AGREEMENT

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund, and

WHEREAS, the City of Shavano Park, Texas, (the "City") deems it proper and in the best interest of the City to execute a loan agreement from the State Infrastructure bank in the amount of Nine Hundred and Twenty-Five Thousand Dollars (\$925,000.00), such funds to be used for costs of utility relocation necessary for the improvement of NW Military Highway (FM 1535) within the Shavano Park, Texas city jurisdiction; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose; and

WHEREAS, on July 27, 2020 the City Council approved Resolution R-2020-017 authorizing the submission of a loan application to the State Infrastructure Bank;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS THAT:

Section 1. That the City Council hereby accepts the State Infrastructure Bank loan agreement in its current substantially final form in order to secure receipt of funds in the amount of Nine Hundred and Twenty-Five Thousand Dollars (\$925,000.00), to be fully repaid over a twenty (20 year repayment term to be used for costs of utility relocation necessary for the improvement of NW Military Highway (FM 1535) within the Shavano Park city jurisdiction; and

Section 2. That the City Council hereby authorizes the City Manager of the City of Shavano Park to execute the State Infrastructure Bank loan agreement, together will all required documentation, to effectuate the City's intent to borrow such funds.

Section 3. That the City further authorizes the City Manager to take all actions necessary to finalize and submit the State Infrastructure Bank loan agreement, together will all

required documentation, to the Texas Department of Transportation for consideration and approval.

Section 4. That the State Infrastructure Bank loan agreement finally executed will be in a form substantially similar to that which is attached here to as Exhibit "A" and made a part hereof for all purposes.

PASSED AND APPROVED by the City Council of the City of Shavano Park at a Special meeting held on this the 12th day of October, 2020.

Robert Werner
MAYOR

Attest: _____

Zina Tedford
CITY SECRETARY

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

**STATE INFRASTRUCTURE BANK
LOAN AGREEMENT**

This State Infrastructure Bank Loan Agreement (Agreement) is made by and between the Texas Transportation Commission acting by and through the Texas Department of Transportation (Department), an agency of the State of Texas, and the City of Shavano Park (Borrower), a political subdivision of the State of Texas, located in Bexar County, Texas.

W I T N E S S E T H

WHEREAS, the Secretary of Transportation of the United States Department of Transportation is authorized by the National Highway System Designation Act (Section 350 of Public Law 104-59) to enter into cooperative agreements with certain states, including Texas, to establish a state infrastructure bank for the purpose of making loans and providing other financial assistance to public and private entities, so as to encourage public and private investment in transportation facilities, expand the availability of funding for transportation projects, and reduce state costs; and

WHEREAS, the Texas Legislature established the State Infrastructure Bank (SIB) as an account in the State Highway Fund to be administered by the Texas Transportation Commission (Transportation Code, Chapter 222, Subchapter D); and

WHEREAS, the Texas Transportation Commission has adopted rules to implement the SIB program, including eligibility criteria for financial assistance (Title 43, Texas Administrative Code (TAC), Part 1, Chapter 6); and

WHEREAS, the Department is developing a project in Bexar County, Texas to widen FM 1535, identified as CSJ # 0658-01-045 (Project). The Borrower is contributing a total of \$807,237.68 to the Department for funding participation in the costs of utility relocation necessary for the Project. The Borrower has entered into two Advance Funding Agreements for Voluntary Utility Relocation Contributions on State Highway Improvement Projects both dated July 31, 2020 for the amounts of \$49,035 and \$758,202.68, attached here to as **Exhibit E** and **Exhibit F**; and

WHEREAS, the Borrower is a public entity in Texas and is authorized by law to construct, maintain, or finance the relocation of utility lines necessary for construction of Project and may borrow money from the SIB under Texas Transportation Code §222.0745 for that purpose; and

WHEREAS, in accordance with 43 TAC §6.23, the Borrower submitted an application to the Department seeking to borrow Nine Hundred Twenty-Five Thousand

Dollars (\$925,000) from the SIB to pay for the Borrower's funding participation in the costs of relocation of utility lines necessary for the Project; and

WHEREAS, In accordance with 43 Texas Administrative Code (TAC) §6.32(c)(2): (1) the Project is consistent with the Statewide Long-Range Transportation Plan; (2) the Project is in a Clean Air Act non-attainment area and will be consistent with the Statewide Transportation Improvement Program, with the conforming plan and Transportation Improvement Program for the applicable metropolitan planning organization, and with the State Implementation Plan; (3) the Project will improve the efficiency of the state's transportation systems; (4) the Project will expand the availability of funding for transportation Projects or reduce direct state costs; and (5) the application shows that the Project and the applicant are likely to have sufficient revenues to assure repayment of the financial assistance; and

WHEREAS, in accordance with 43 TAC §6.32(d)(1), a study of the social, economic, and environmental impact of the Project, consistent with the National Environmental Policy Act (42 U.S.C. §4321 et seq.), and Title 23, U.S.C. §109(h), and in compliance with the Department's environmental rules in 43 TAC Chapter 2, has been conducted as part of the Department's environmental assessment of the Project, and the Project was cleared pursuant to a Programmatic Categorical Exclusion by the Department on March 16, 2020; and

WHEREAS, the Borrower passed Resolution No. R-2020-015 on July 27, 2020, authorizing the SIB loan application in the amount of up to \$925,000. The above-referenced resolution is attached hereto as **Exhibit A**; and

WHEREAS, in accordance with 43 TAC §6.32, the Department reviewed, analyzed, and found the application to be in compliance with the requirements of 43 TAC Chapter 6; and

WHEREAS, the Texas Transportation Commission, in Minute Order No. 115824 dated August 27, 2020 , attached hereto as **Exhibit B**, granted final approval of the application from the Borrower to borrow up to Nine Hundred Twenty-Five Thousand Dollars (\$925,000) from the SIB, and authorized the Executive Director of the Department or his designee to enter into a financial assistance agreement with the Borrower to finance the Borrower's funding participation in the costs of relocation of utilities necessary for construction of the Project; and

WHEREAS, the Borrower also passed Resolution No. Enter resolution number. on Enter resolution date., authorizing the Borrower's City Manager to enter into this Agreement for a loan in the amount of Nine Hundred Twenty-Five Thousand Dollars (\$925,000), attached hereto as **Exhibit C**; and

WHEREAS, the Department has determined that the money in the SIB to be used to make the loan is "secondary funds" and "financial assistance from other than general obligation bond proceeds," as those terms are used in 43 TAC Chapter 6; and

WHEREAS, the Borrower will repay the loan with funds other than federal funds.

NOW, THEREFORE, the Department and the Borrower agree as follows:

A G R E E M E N T

Article 1. Financial Assistance.

A. SIB Loan. The Department, on behalf of the Commission, will make a loan to the Borrower in the amount of Nine Hundred Twenty-Five Thousand Dollars (\$925,000) from the SIB (SIB Loan) to finance the actual costs of the Borrower's funding participation in the costs of relocation of utilities necessary for construction of the Project.

B. SIB Loan Disbursement. On November 11, 2020 (Deposit Date), the Department will transfer the amount of Nine Hundred Twenty-Five Thousand Dollars (\$925,000) from the SIB (SIB Loan Proceeds) to the Borrower for deposit in the Borrower's depository bank Frost Bank, located in San Antonio, Texas, into an account established by the Borrower with its depository bank or investment pool as prescribed by state law (Project Account). The Borrower shall use the SIB Loan Proceeds for payment of the Borrower's actual costs of providing funding participation to the Department in the costs of relocation of utilities necessary for the Project. The Borrower shall not use the SIB Loan Proceeds for any purpose other than that described in this Agreement.

The investment of any SIB Loan Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The SIB Loan Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The depository bank shall not commingle funds in the Project Account with any other funds held by the depository bank or the investment pool. If, during the course of this Agreement, the Borrower wishes to change its depository bank or investment fund, the Borrower shall obtain the Department's approval prior to the transfer of any remaining SIB Loan Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Agreement.

C. Security Provisions.

(1) Pledge of Water Fund Revenues.

(a) Definitions: For all purposes of this Agreement, the following definitions shall apply:

"Gross Revenues" – All income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of money in any special funds or accounts created and established for the payment and security of obligations payable solely from and secured by a lien on and pledge of the Net Revenues.

“Operating and Maintenance Expenses” – All current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the Borrower, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the Borrower and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of water supply and other materials, goods, services, or facilities for the System to the extent authorized by law and the provisions of such contract.

“Net Revenues” – Gross Revenues of the System, with respect to any period, after deducting the Operating and Maintenance Expenses during such period.

“Water Utility System” or “System” – All properties, facilities and plants currently owned, operated, and maintained by the Borrower for the supply, treatment, and transmission of treated potable water, together with all future extensions, improvements, replacements and additions thereto; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term “Water Utility System” or “System” shall not mean to include facilities of any kind which are declared not to be a part of the System and which are hereafter acquired or constructed by or on behalf of the Borrower with the proceeds from the issuance of “Special Facilities Bonds”, which are hereby defined as being special revenue obligations of the Borrower which are payable from and secured by other liens on and pledges of special contract revenues or payments received from any other legal entity in connection with such facilities.

(b) Pledge of Water Utility System Net Revenues: The Borrower hereby covenants and agrees that the Net Revenues are hereby irrevocably pledged to the payment of amounts due to the Department from the Borrower under this Agreement.

The Borrower covenants and agrees that, upon satisfaction of debt service payments on all prior lien debt, Net Revenues will be used first to satisfy the Borrower’s payment obligations to the Department under this Agreement, before using Net Revenues for any other purpose.

(c) Rates and Charges: The Borrower hereby agrees, while this Agreement is outstanding, to establish and maintain rates and charges for facilities and services afforded by the Water Utility System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce in each Borrower fiscal year:

(i) Gross Revenues to pay Operating and Maintenance Expenses;
and

(ii) Net Revenues sufficient to make the payments due to the Department under this Agreement and to pay all other indebtedness payable from and/or secured by a lien on the properties or revenues of the Water Utility System.

(d) Special Covenants: The Borrower further covenants and agrees as follows:

(i) It has the lawful power to pledge the Net Revenues to the payments due to the Department under this Agreement as provided herein, and has lawfully exercised such power under the laws of the State of Texas;

(ii) The Borrower shall set utility fees at rates needed to produce Water Utility System revenues sufficient to make payments on the SIB Loan when due;

(iii) To the extent that it legally may and while this Agreement is outstanding, no franchise shall be granted for the installation or operation of any competing electric light and power, water, or wastewater system other than those owned by the Borrower;

(iv) The pledge of Net Revenues to secure repayment of the SIB Loan is in compliance, and will not conflict with, any existing contract or other obligation secured by or payable from Water Utility System revenues; and

(v) The Borrower may not sell or otherwise transfer all or a significant portion of the Water Utility System without providing for payment of the SIB Loan in full on or prior to such sale or transfer.

(2) Additional Pledge for Payments Due under the SIB Loan.

The Borrower and the Department contemplate and believe that the Net Revenues will be sufficient to pay the principal of and interest on the SIB Loan when due and payable. In order to provide the Department with additional security for the payment of the principal of and interest on the SIB Loan, the Borrower hereby covenants and agrees that during the term of the SIB Loan to the extent that Net Revenues are insufficient to pay the principal of and interest on the SIB Loan when such amounts are due and payable it shall and hereby does commit the General Fund of the Borrower, at an amount sufficient to pay the amounts due on the SIB Loan, being (i) the interest on the SIB Loan, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(3) Additional Debt.

The Borrower will not issue additional debt payable from the same revenues as the SIB Loan without the prior written approval of TxDOT. Such approval must be requested by the Borrower at least 180 days prior to the intended date of issuance of such additional debt.

(4) Perfection of Security Interest.

Chapter 1208, Texas Government Code, applies to the execution and delivery of the SIB Loan and the pledge of revenues granted by the Borrower herein, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the SIB Loan is outstanding and unpaid such that the pledge of revenues granted by the Borrower pursuant to the paragraph above is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the Department the perfection of the security interest on the pledged revenues in Article I of this Agreement, the Borrower agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

D. Loan Repayment. The SIB Loan is to be repaid over a period of no more than twenty (20) years, with a final maturity date of August 15, 2040 , in accordance with the amortization schedule attached to this Agreement as **Exhibit D**. Principal due on the SIB Loan shall be due annually beginning on August 15, 2022, and on each August 15th thereafter including the final principal payment date as shown on **Exhibit D** attached hereto (each a "Principal Payment Date"), and in the amounts (each a "Principal Payment") as shown on **Exhibit D** attached hereto.

The SIB Loan shall not bear interest from the Deposit Date until the third anniversary of the Deposit Date. From the third anniversary of the Deposit Date, the SIB loan shall bear interest at the rate of 2.33% per annum (the "Loan Rate"), such interest to be calculated on the basis of a 360-day year composed of twelve 30-day months (each an "Interest Payment"). Interest Payments will be due annually beginning on August 15, 2024, and on each August 15th thereafter in the years as shown on **Exhibit D** attached hereto (each an "Interest Payment Date"). The Principal Payment Dates and the Interest Payment Dates are collectively referred to as "Payment Dates." If a Payment Date is not on a business day, the Interest Payment and/or Principal Payment due shall be made on the next following business day.

E. Draw of Funds from Project Account. SIB Loan funds in the Project Account shall only be drawn upon by the Borrower and used for Project costs as described in this Agreement. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared by or approved by the Borrower, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

F. Interest and Sinking Fund. The Borrower shall establish at its depository bank a SIB Loan Interest and Sinking Fund. Interest Payments due on the SIB Loan and each Principal Payment due on the SIB Loan shall be deposited into this Interest and Sinking Fund by the Borrower prior to each Payment Date. On or before each Payment Date, the Borrower shall cause its depository bank to transfer from the SIB Loan Interest and Sinking Fund to the Department, the applicable Interest Payment and/or Principal Payment as set forth in this Agreement.

G. Advances. The repayment of all or any portion of the SIB Loan shall not entitle the Borrower to any subsequent advances from the Department, nor shall the Department have any obligation to advance to or for the benefit of the Borrower any amount in excess of the SIB Loan.

H. Prepayment.

(1) Voluntary Prepayment. Principal due on the SIB Loan and interest accrued at the Loan Rate through and including the date of prepayment may be prepaid by the Borrower without penalty, in whole or in part, on any business day.

(2) Mandatory Prepayment. Should the Project or this Agreement be terminated for any reason or should any amounts of disbursed SIB Loan Proceeds not be applied to pay Project costs, the Borrower shall return any misapplied SIB Loan Proceeds or unexpended portion of the SIB Loan Proceeds to the Department as a prepayment.

(3) Application of Prepayments. Upon receipt of a prepayment from the Borrower of a portion (and not the whole) of the outstanding principal amount of the SIB Loan the Department shall apply such prepayment to the outstanding principal due on the SIB Loan;

(4) Upon either voluntary or mandatory prepayment, the remaining principal due on the SIB Loan will be re-amortized over the term of the SIB Loan and **Exhibit D** will be revised by the Department to reflect the remaining Principal Payments and the revised Interest Payments due; and

(5) Such revised **Exhibit D** shall be submitted to the Borrower to be attached to and become an integral part of this Agreement.

I. Late Payment. Payments not received by the applicable Payment Date will bear interest at the Loan Rate (with overdue interest as well as overdue principal bearing interest) until paid. Such additional interest shall be calculated by the Department on the basis of a 360-day year composed of twelve 30-day months. The parties may prepare a revised **Exhibit D** (amortization schedule) showing the increase in interest due resulting from late payment, default, or pursuant to other terms and conditions of this Agreement.

J. Payment with Federal Funds. The Borrower hereby covenants and agrees that federal funds will not be used to make payments due on the SIB Loan.

Article 2. Use of SIB Loan for Project Costs

The Department is developing the Project. The Borrower is responsible for providing funding participation in the costs of relocating utilities necessary for the construction of the Project. The Borrower may use the SIB Loan only for the actual costs incurred by the Borrower for such utility relocation necessary for the construction of the Project.

Article 3. Project Responsibilities for Federally-Funded Projects

A. The SIB Loan Proceeds are “secondary funds” and “financial assistance from other than general obligation bond proceeds,” as those terms are used in 43 TAC Chapter 6. However, If any federal funds will be used to pay for, or reimburse costs of, the Project, with respect to work on the Project, the Borrower and the Department are required to comply with the requirements of the United States Code, Title 23, for federal-aid highways. The Borrower and the Department must conduct all right-of-way or other land acquisitions, relocations, and utility adjustments in accordance with the United States Code, Title 42 – The Public Health and Welfare, Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (the “Uniform Act”) and the regulations issued thereunder.

B. The Borrower is responsible for funding its portion of Project costs in compliance with all applicable federal, state, and local laws, regulations, policies, and ordinances. The Department has certain rights and responsibilities related to the Project, including ensuring that the completion of the Project is performed in compliance with all applicable laws, regulations, and policies.

C. All plans and specifications for the Project shall be in compliance with the current editions of the design and construction manuals of the Department, and the Standard Specifications for the Construction and Maintenance of Highways, Streets, and Bridges (the “Standard Specifications”), as they may apply. All construction plans shall be signed and dated by a professional engineer licensed by the State of Texas.

D. The actions and decisions regarding the Project made by the Department shall not be contestable by the Borrower.

E. The Borrower shall provide the Department and the Federal Highway Administration, or their authorized representatives, with right of entry or access to all properties or locations necessary to perform the work for the Project, inspect the work, or otherwise aid in the prompt pursuit of the work. The Borrower shall also provide the Department, the Federal Highway Administration, the Comptroller General of the United States, and the Texas State Auditor’s Office, or their authorized representatives, with right of access to any books, documents, papers, or other records of the Borrower which are pertinent to the Project or its financing as described in this Agreement, in order to make audits, examinations, excerpts, and transcripts, or to complete the Project accounting described in this Agreement.

Article 4. Project Accounting; Filing of Reports; Retention of Records

A. The Borrower shall account for: (i) all actual costs associated with the Borrower’s funding participation in the costs of relocation of utilities necessary for the Project, and (ii) disbursements made to the Department, if any, associated with the Project using generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial Accounting Standards Board, or pursuant to applicable federal or state laws or regulations. The Borrower shall maintain its books and records in accordance with generally accepted accounting principles in the United States, as promulgated by the Governmental Accounting Standards Board or the Financial

Accounting Standards Board, or pursuant to applicable federal or state laws or regulations, and with all other applicable federal and state requirements. The Borrower will make its accounting records available at reasonable times to the Department for inspection during performance of the Borrower's work related to the Project and upon its completion.

B. On each Principal Payment Date (until the next Principal Payment Date occurring after the year in which all SIB Loan Proceeds are expended), the Borrower shall provide to the Department (one copy to the Department's District Office and one copy to the Department's SIB Administration Office) an accounting of the SIB Loan Proceeds expended ("Annual Expenditure Report"). The Borrower shall also, at the Borrower's cost, have a full audit of its books and records performed annually by an independent certified public accountant selected by the Borrower and reasonably acceptable to the Department. The audit must be conducted in accordance with generally accepted auditing standards promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board, or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-profit Organizations, as applicable, and with all other applicable federal and state requirements. The Borrower shall cause the auditor to provide a full copy of the audit report and any other management letters or auditor's comments directly to the Department within a reasonable period of time after an audit report and any related documents have been provided to the Borrower's governing body.

C. The State Auditor may conduct an audit or investigation of the Borrower with respect to the funds received from the Department directly under this Agreement or of the payments received by third parties from the Borrower using the SIB Loan Proceeds. Acceptance of funds directly under this Agreement or indirectly through payments using SIB Loan Proceeds acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

D. The Borrower shall retain all original Project files, records, accounts, and supporting documents relating to the relocation of Borrower utilities needed for the Project until the later of the date that: (1) the Project is completed; (2) the SIB Loan has been paid in full; or (3) the retention period required by state and federal law ends. The Borrower shall retain, or cause its auditor to retain, all work papers and reports relating to an audit performed pursuant to this Agreement until the fourth anniversary of the date of the audit report, unless the Department notifies the Borrower in writing of a later date for the end of the retention period. During the retention period, the Borrower shall make audit work papers available to the Department within 30 days of the date that the Department requests those papers.

E. All information submitted by the Borrower (annual financial/disclosure information and notices) to the Electronic Municipal Market Access ("EMMA") System of the Municipal Securities Rulemaking Board with respect to the Borrower's bonds and other similar obligations payable from the same revenues as the SIB Loan must be submitted to the Department, within 30 days of posting to EMMA. Such information may be submitted to the

Department by hard copy or by notification to the Department of the Borrower's posting with EMMA, together with the applicable CUSIP number/s.

F. The Borrower shall submit to the Department within 30 days of the date of adoption the annual operating and capital budgets adopted by the Borrower each fiscal year under a trust agreement, indenture, bond resolution or ordinance, or equivalent document securing bonds or other obligations issued for a Project, and any amended or supplemental operating or capital budget, approved by the Borrower and certified as correct by its chief administrative officer or chief financial officer.

Article 5. Default

A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.

B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.

Article 6. Borrower Solely Responsible

The Borrower agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the Borrower and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the Borrower or any agent, employee, official, or contractor of the Borrower. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

Article 7. Termination

This Agreement may be terminated upon the occurrence of any of the following conditions:

A. If both parties to this Agreement agree in writing to such termination; provided, however, that any such termination is specifically subject to the requirements of this Agreement;

B. If the Department is unable to advance the SIB Loan Proceeds to the Borrower, the Department shall terminate this Agreement and provide written notice thereof to the Borrower;

C. If the Borrower is in default on a Principal Payment or Interest Payment required under this Agreement, the Department may declare this Agreement to be terminated, or

may exercise any of the rights granted the Department in this Agreement; but the payment obligations of the Borrower shall survive any such termination and shall continue in effect until discharged and satisfied; and

D. Upon repayment in full by the Borrower of the SIB Loan, and compliance by the Borrower with all other requirements of this Agreement, the Department shall execute and deliver to the Borrower a letter or other notice of payment, provided that, upon the execution and delivery of the written notice of payment by the Department, this Agreement shall automatically terminate, except with respect to any obligation of a party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party, which obligations shall survive such termination.

Article 8. Notices

All notices to either party by the other party required under this Agreement will be delivered personally or sent by U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

Texas Transportation Commission: Texas Department of Transportation Attn: Project Finance, Debt & Strategic Contracts Division SIB Administration 125 East 11 th Street Austin, TX 78701-2483	Borrower: City of Shavano Park Attn: City Manager 900 Saddletree Court Shavano Park, Tx 78231
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All notices shall be deemed so delivered or deposited in the mail, unless otherwise provided herein. A party may change the above address by sending written notice of the change to the other party in the manner stated in this Article.

Article 9. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In particular, but not by way of limitation, should all or any part of the pledge of security in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, Borrower's obligations under this Agreement shall be treated as current expenses of the Borrower subject to the annual appropriation of lawfully available funds by the governing body of the Borrower for the payment of such obligations.

Article 10. Written Amendments

Any changes in the character, agreement, terms, or responsibilities of the parties must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by both parties. Notwithstanding the foregoing, revisions to **Exhibit D** that occur as contemplated in this Agreement must be in writing, but are not required to be executed by either party.

Article 11. Successors and Assigns

Except as provided in the next following sentence, this Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties. Each party is prohibited from assigning any of the rights or obligations conferred by this Agreement to any third party without the advance written approval of the other party. Any attempted assignment or other transfer of the rights or obligations of this Agreement without the consent of the other party shall be void and may be grounds for termination of this Agreement.

Article 12. Relationship of the Parties

Nothing in this Agreement shall be deemed or construed by the parties, or any third party, as creating the relationship of principal and agent between the Department and the Borrower.

Article 13. Interpretation

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

Article 14. Signatory Authority

Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the Department and the Borrower, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

IN WITNESS WHEREOF, the Department and the Borrower have executed duplicate counterparts of this Agreement.

*****SIGNATURE PAGES FOLLOW*****

CITY OF SHAVANO PARK

By:_____

William V. Hill III
City Manager
City of Shavano Park

Date:_____

TEXAS DEPARTMENT OF TRANSPORTATION

Executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:_____

Benjamin H. Asher
Project Finance, Debt & Strategic Contracts Division Director
Texas Department of Transportation

Date:_____

EXECUTION PAGE: SIB #S2020-003-01-01

EXHIBIT A

BORROWER'S RESOLUTION(S) AUTHORIZING LOAN APPLICATION

RESOLUTION NO. R-2020-015

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK, AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF SHAVANO PARK, TEXAS IN ALL MATTERS RELATING TO THE APPLICATION

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and

WHEREAS, City of Shavano Park deems it proper and in the best interest of the City to apply for a loan from the State Infrastructure Bank in the amount of \$925,000 to be used for water utility relocation in conjunction with the Texas Department of Transportation's project to widen Northwest Military Highway; and

WHEREAS, the City is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SHAVANO PARK, TEXAS:

That the City Council of the City of Shavano Park believes that it is in the best interest of the City to apply for a loan from the State Infrastructure Bank in the amount of \$925,000 to finance the water utility relocation in conjunction with the Texas Department of Transportation's project to widen Northwest Military Highway.

That the City Council hereby authorizes the City Manager to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation for consideration.

That the application to be submitted is attached hereto as Exhibit A and made a part hereof for all purposes.

PASSED AND APPROVED by the City Council of the City of Shavano Park this the 27th day of July, 2020.



ROBERT WERNER, MAYOR

Attest:



ZINA TEDFORD, City Secretary

STATE INFRASTRUCTURE BANK
(SIB)
Application for Financial Assistance

SECTION I - Applicant Information

Applicant Name: CITY OF SHAVANO PARK Taxpayer FEIN: 74-1294692
Primary Contact: BILL HILL Contact's Title: CITY MANAGER
Street Address: 900 SADDLETREE COURT Phone Number: 210-493-3478
City, State, Zip: SHAVANO PARK, TX 78231 Fax Number: 210-492-3816
Email Address: BHILL@SHAVANOPARK.ORG CSJ Number(s): 0658 - 01 - 045
County: BEXAR
TxDOT D/D/O/R:
San Antonio - SAT - 15

TxDOT District Engineer/Contact Name: Mario R. Jorge, P.E. Phone Number: 210-615-1110

☒ Contact information of your financial advisor and bond counsel submit.

Name: Jeffrey Kuhn (Bond Counsel) Phone: 210-270-7131
Address: 300 Convent Street, Suite 2100, San Antonio, Texas 7 Email: w.jeffrey.kuhn@nortonrosefulbright.com
Name: Duncan Morrow (Financial Advisor) Phone: 210-220-5711
Address: 111 West Houston Street, 8th Floor, San Antonio, Tex Email: duncan.morrow@frostbank.com

SECTION II - Financial Information

Requested Amount of Financial Assistance:
\$925,000
Total Cost of Entire Project: (i.e. right of way, construction, utilities, etc.)
\$9,738,078.90
Requested Terms: (including interest rate, number of years, etc.)
20 year, City requests defer repayment on principal until 2022
Proposed Pledge of Source of Repayment and Priority Claim to those sources:
(1) Water Utility Fund, (2) General Fund as backstop

SECTION III - Project Information

Brief Description of the Project and Use of funds:
Funding for relocation of Shavano Park Water Utility water lines along FM 1535 in conflict with TxDOT MPO project.
Describe need for the project:
The City's water utility is a small utility (711 customers) and FY19 operating revenues of only \$847,653
What type of construction contract are you planning to use on the project (DB, DBB, etc.)?
Water line relocation Joint bid with TxDOT (see attached OPCC)

SECTION IV - Required Documentation

Please check off each section once completed/addressed.

☐ Does entity have home rule charter? If Yes, please submit a copy of the charter, or provide link if a charter is posted online.

List any other existing debt payable from the same revenue source (Please attach documentation.)

Series 2017 Refunding Bond, Series 2018 Refunding Bond

List of all other outstanding financial agreements with TxDOT (toll equity, SIB loans, pass through tolls) (Please attach documentation.)

None

- ☒ Please attach bond rating letters from Moody's, Standard & Poor's, or Fitch, if any.
- ☒ Submit a [resolution](#) from governing board authorizing the application.
- ☒ Submit a [financial feasibility study](#).
- ☒ Submit 5 years of audited financial statements related to the source of repayment.
- ☒ Submit a copy of the most recent budget.
- ☒ Please provide a preliminary design study which includes:
 - ♦ An initial route and potential alignments.
 - ♦ The project's logical termini and independent utility.
 - ♦ The location of all right-of-way, facilities and equipment required to make the project functional.
 - ♦ Revisions or changes to state highway system facilities necessitated by the project.
 - ♦ An Environmental Review of the project if available.
 - ♦ Legal or letter size map of the project.

All application information and materials can be submitted electronically to sibapplication@txdot.gov or by mail to:

TxDOT Innovative Financing/Debt Management Office
State Infrastructure Bank (SIB)
125 East 11th St.
Austin, TX 78701-2483

Section V - Acknowledgment and Certification

I certify that:

I have the authority to request and incur the debt described in this application, and upon award, will enter into contract for repayment of any financial assistance granted by the Texas Department of Transportation's State Infrastructure Bank (SIB).

I have completed the preliminary requirements as specified by the SIB Applicant Handbook, and will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge, all information contained in this application is valid and accurate and the governing body of the undersigned jurisdiction has authorized the submission of this application.

Signature of authorized official

Date

Printed Name

Title, Jurisdiction

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

EXHIBIT B

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER

TEXAS TRANSPORTATION COMMISSION

Bexar County

MINUTE ORDER

Page 1 of 2

San Antonio District

The City of Shavano park (City) has submitted an application for financial assistance in the form of a loan of up to \$925,000 from the State Infrastructure Bank (SIB) under Transportation Code, Chapter 222, Subchapter D, and Title 43 Texas Administrative Code (TAC), Chapter 6 (SIB Rules). The application satisfies all requirements of the rules, including passage by the City of a resolution authorizing submission of the application to the Texas Department of Transportation (department).

The intended use of the financial assistance conforms to the purposes of the SIB. The City intends to use the financial assistance to pay the City's contribution to the department for funding participation in the costs of utility relocation necessary for a non-tolled state highway improvement project on FM 1535 in Bexar County, Texas (project).

The present and projected financial condition of the SIB is sufficient to cover the requested financial assistance for the project.

The City has proposed a pledge of water fund revenues with a general fund revenue backstop as security for repayment of the loan.

In accordance with the SIB Rules, the executive director has negotiated all the terms of an agreement as necessary to protect the public's safety and to prudently provide for the protection of public funds while furthering the purposes of the SIB, contained in the Term Sheet attached hereto as Exhibit A.

The SIB Rules allow for final approval by the Texas Transportation Commission (commission) of any SIB loan in the principal amount of \$10 million or less without first going through the preliminary approval process described in the SIB Rules if the financial assistance is to be used for a project for which the department has primary responsibility.

The executive director or his designee implemented actions authorized and required by the SIB Rules for final approval. The executive director affirms that the necessary social, economic, and environmental impact studies have been completed and approved by the department. The executive director recommends that the commission grant final approval of the City's application for financial assistance from the SIB.

In accordance with the SIB Rules, the commission finds that:

1. the project is consistent with the Statewide Long-Range Transportation Plan and the metropolitan transportation plan developed by the applicable metropolitan planning organization;
2. the project is in a Clean Air Act non-attainment area and is consistent with the Statewide Transportation Improvement Program, with the conforming plan and Transportation Improvement Program for the MPO in which the project is located, and with the State Implementation Plan;
3. the project will improve the efficiency of the state's transportation systems;
4. the project will expand the availability of funding for transportation projects or reduce direct state costs;

TEXAS TRANSPORTATION COMMISSION

Bexar County

MINUTE ORDER

Page 2 of 2

San Antonio District

5. the application shows that the City is likely to have sufficient revenues to assure repayment of the financial assistance;

6. providing financial assistance will protect the public's safety and prudently provide for the protection of public funds, while furthering the purposes of the SIB; and

7. the project will provide for all reasonable and feasible measures to avoid, minimize, or mitigate for adverse environmental impacts.

IT IS THEREFORE DETERMINED AND ORDERED by the commission that the application submitted by the City for financial assistance in the form of a loan from the SIB meets the applicable requirements of the SIB Rules and, in accordance with those provisions, the commission grants final approval of the City's application for a SIB loan under the terms in the Term Sheet attached hereto as Exhibit A in an amount not to exceed \$925,000 to pay the City's contribution to the department for funding participation in the costs of utility relocation necessary for the non-tolled project.

IT IS FURTHER ORDERED by the commission that the executive director or his designee is directed and authorized to enter into a financial assistance agreement with the City which complies with the SIB Rules and which contains the terms in the Term Sheet attached hereto as Exhibit A.

Submitted and reviewed by:

DocuSigned by:

Benjamin H. Asher

E40115FC36E4474...

Director, Project Finance,
Debt & Strategic Contracts Division

Recommended by:

DocuSigned by:

James M. Bass

A36629BA547D4BD...

Executive Director

115824 Aug 27 2020

Minute
Number

Date
Passed

City of Shavano Park Term Sheet
State Infrastructure Bank Loan

Loan Provisions	Negotiated Terms
Project Description:	Utility relocation for a state highway improvement project to reconstruct FM 1535 in Bexar County.
Interest Rates:	0% first 3 years, 2.33% remaining 17 years
Fees:	Not Applicable
Charges:	Not Applicable
Term to Maturity:	20 years
Pledged Collateral:	Water Fund Revenues with a General Fund Revenue backstop
Default Provisions:	<p>A. The Borrower shall be in default if it fails to repay the SIB Loan (the Principal Payments and the Interest Payments) or otherwise fails to comply with any term of this Agreement. The Department shall not be obligated to take further action nor resume its obligations under this Agreement until the Borrower is no longer in default. The Borrower shall reimburse the Department for all costs or other losses of funds resulting from any default or failure to perform by the Borrower.</p> <p>B. The Borrower agrees that in the event of a default under this Agreement the Department may, by all legal and equitable means, require the Borrower and any appropriate official of the Borrower (acting solely in his/her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings. Venue for any legal proceedings shall be in Travis County, Texas.</p>
Special Conditions:	None

EXHIBIT C

BORROWER'S RESOLUTION AUTHORIZING LOAN AGREEMENT

EXHIBIT D
AMORTIZATION SCHEDULE

LOAN SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for Shavano Park S2020-003-01

Term Number	Date	Interest Rate	Start Balance	Draw	Payment Due Amount	Principal Due	Interest Due	Interest Capitalized	End Balance
1	11/11/2020	0.00%	\$0.00	\$925,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$925,000.00
2	8/15/2021	0.00%	\$925,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$925,000.00
3	8/15/2022	0.00%	\$925,000.00	\$0.00	\$57,880.00	\$57,880.00	\$0.00	\$0.00	\$867,120.00
4	8/15/2023	0.00%	\$867,120.00	\$0.00	\$57,880.00	\$57,880.00	\$0.00	\$0.00	\$809,240.00
5	11/11/2023	0.00%	\$809,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$809,240.00
6	8/15/2024	2.33%	\$809,240.00	\$0.00	\$57,880.00	\$43,529.03	\$14,350.97	\$0.00	\$765,710.97
7	8/15/2025	2.33%	\$765,710.97	\$0.00	\$57,880.00	\$40,038.93	\$17,841.07	\$0.00	\$725,672.04
8	8/15/2026	2.33%	\$725,672.04	\$0.00	\$57,880.00	\$40,971.84	\$16,908.16	\$0.00	\$684,700.20
9	8/15/2027	2.33%	\$684,700.20	\$0.00	\$57,880.00	\$41,926.49	\$15,953.51	\$0.00	\$642,773.71
10	8/15/2028	2.33%	\$642,773.71	\$0.00	\$57,880.00	\$42,903.37	\$14,976.63	\$0.00	\$599,870.34
11	8/15/2029	2.33%	\$599,870.34	\$0.00	\$57,880.00	\$43,903.02	\$13,976.98	\$0.00	\$555,967.32
12	8/15/2030	2.33%	\$555,967.32	\$0.00	\$57,880.00	\$44,925.96	\$12,954.04	\$0.00	\$511,041.36
13	8/15/2031	2.33%	\$511,041.36	\$0.00	\$57,880.00	\$45,972.74	\$11,907.26	\$0.00	\$465,068.62
14	8/15/2032	2.33%	\$465,068.62	\$0.00	\$57,880.00	\$47,043.90	\$10,836.10	\$0.00	\$418,024.72
15	8/15/2033	2.33%	\$418,024.72	\$0.00	\$57,880.00	\$48,140.02	\$9,739.98	\$0.00	\$369,884.70
16	8/15/2034	2.33%	\$369,884.70	\$0.00	\$57,880.00	\$49,261.69	\$8,618.31	\$0.00	\$320,623.01
17	8/15/2035	2.33%	\$320,623.01	\$0.00	\$57,880.00	\$50,409.48	\$7,470.52	\$0.00	\$270,213.53
18	8/15/2036	2.33%	\$270,213.53	\$0.00	\$57,880.00	\$51,584.02	\$6,295.98	\$0.00	\$218,629.51
19	8/15/2037	2.33%	\$218,629.51	\$0.00	\$57,880.00	\$52,785.93	\$5,094.07	\$0.00	\$165,843.58
20	8/15/2038	2.33%	\$165,843.58	\$0.00	\$57,880.00	\$54,015.84	\$3,864.16	\$0.00	\$111,827.74

LOAN SCHEDULE REPORT

EXHIBIT D - AMORTIZATION SCHEDULE

Loan Schedule for Shavano Park S2020-003-01									
Term Number	Date	Interest Rate	Start Balance	Draw	Payment Due Amount	Principal Due	Interest Due	Interest Capitalized	End Balance
21	8/15/2039	2.33%	\$111,827.74	\$0.00	\$57,880.00	\$55,274.41	\$2,605.59	\$0.00	\$56,553.33
22	8/15/2040	2.33%	\$56,553.33	\$0.00	\$57,871.02	\$56,553.33	\$1,317.69	\$0.00	\$0.00

EXHIBIT E

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECT

CSJ # 0658-01-045
RCSJ # 0658-01-046
Utility ID: 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and City of Shavano Park ("Utility"),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Number 115550 authorizes the State to undertake and complete a highway improvement generally described as: Construction of two left turn lanes, bike lanes and sidewalks ("Project"); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those

CSJ # 0658-01-045
RCSJ # 0658-01-046
Utility ID: 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B.** If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A.** This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent

CSJ # 0658-01-045
RCSJ # 0658-01-046
Utility ID: 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

CSJ # 0658-01-045
 RCSJ # 0658-01-046
 Utility ID: 00002781
 District # 15-San Antonio
 Code Chart 64 # 39100
 Project: FM 1535 Huebner to SL
 1604

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Utility:	State:
City of Shavano Park 900 Saddletree Court Shavano Park, Texas 78231-1599	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

CSJ # 0658-01-045
RCSJ # 0658-01-046
Utility ID: 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

DocuSigned by:

Bill Hill

92BC638E5C0F42C...

Signature

BILL HILL

Typed or Printed Name

CITY MANAGER

Title

7/31/2020

Date

THE STATE OF TEXAS

DocuSigned by:

Mario R. Jorge, P.E.

3968EB9D95514E0...

District Engineer

7/31/2020

Date

CSJ # 0658-01-045
RCSJ # 0658-01-046
Utility ID: 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing asbestos piping removal of 6", 8" and 12" Water Lines shall be relocated and adjustments shall be made along FM 1535 situated between Huebner Road and SL 1604. The asbestos piping removal of 6", 8" and 12" Water Lines facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$ 49,035.00. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the asbestos piping removal of 6", 8" and 12" Water Lines items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A.** At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$ \$ 49,035.00. (See Attachment B – Estimated Utility Costs)
- B.** In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C.** Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A.** The **Utility** shall provide the following services under this contract:
 - i.** Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along FM 1535 situated between Huebner Road and SL 1604.

CSJ # 0658-01-045
RCSJ # 0658-01-046
Utility ID: 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's San Antonio Area Office.
- iii. Secure all necessary permitting as may be required for the installation of the asbestos piping removal of 6", 8" and 12" Water Lines.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed asbestos piping removal of 6", 8" and 12" Water Lines during construction, and the relocation of asbestos piping removal of 6", 8" and 12" Water Lines and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing asbestos piping removal of 6", 8" and 12" Water Lines during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the asbestos piping removal of 6", 8" and 12" Water Lines relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and

CSJ # 0658-01-045
RCSJ # 0658-01-046
Utility ID: 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

CSJ # 0658-01-045
 RCSJ # 0658-01-046
 Utility ID: 00002781
 District # 15-San Antonio
 Code Chart 64 # 39100
 Project: FM 1535 Huebner to SL
 1604

ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs
 \$ 49,035.00

Less Betterment Amount Due from Utility
 \$ 0.00

Amount of total utility relocation Costs
\$ 49,035.00

Estimated Amount Eligible for Reimbursement
 (Calculated eligibility Ratio – N/A%)
 \$ N/A

Amount of Utility Adjustment Due from Utility
\$ 49,035.00

Estimated amount to be included in Construction Agreement

A. Betterment	\$ 0.00
B. Utility Adjustment	<u>\$ 49,035.00</u>

GRAND TOTAL	<u>\$ 49,035.00</u>
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Betterment Ratio Calculation

Estimated Betterment Costs

Betterment Calculation:	
Total Costs of Betterment (Estimated)	- \$ 0.00
Total Costs of Project (Estimated)	- \$ 49,035.00

***Betterment Percentage for final cost determination: 0.00 % of final cost of relocation
 Determination of Betterment – Comparison of estimated cost to replace “as is”
 versus estimated costs associated with the betterment.***

EXHIBIT F

ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS

CSJ # 0658-01-045
RCSJ # 0658-01-046
U Number # 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and City of Shavano Park ("Utility"),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Number 115550 authorizes the State to undertake and complete a highway improvement generally described as: Construction of two left turn lanes, bike lanes and sidewalks ("Project"); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities,

CSJ # 0658-01-045
RCSJ # 0658-01-046
U Number # 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

which is attached to and made a part of this contract. In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B.** If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A.** This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

CSJ # 0658-01-045
RCSJ # 0658-01-046
U Number # 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

CSJ # 0658-01-045
 RCSJ # 0658-01-046
 U Number # 00002781
 District # 15-San Antonio
 Code Chart 64 # 39100
 Project: FM 1535 Huebner to SL
 1604

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Utility:	State:
City of Shavano Park	Director of Contract Services
900 Saddletree Court	Texas Department of Transportation
Shavano Park, Texas 78231-1599	125 E. 11 th Street
	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

CSJ # 0658-01-045
RCSJ # 0658-01-046
U Number # 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

DocuSigned by:

Bill Hill

92BC638E5C0E42C...

Signature

BILL HILL

Typed or Printed Name

CITY MANAGER

Title

7/31/2020

Date

THE STATE OF TEXAS

DocuSigned by:

Mario R. Jorge, P.E.

3968E89D95514E0...

District Engineer

7/31/2020

Date

CSJ # 0658-01-045
RCSJ # 0658-01-046
U Number # 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing 6", 8" and 12" Water Lines shall be relocated and adjustments shall be made along FM 1535 situated between Huebner Road and SL 1604. The water line facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$ 758,202.68. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the water line items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A.** At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$ 758,202.68. (See Attachment B – Estimated Utility Costs)
- B.** In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C.** Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A.** The **Utility** shall provide the following services under this contract:
 - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along FM 1535 situated between Huebner Road and SL 1604.

CSJ # 0658-01-045
RCSJ # 0658-01-046
U Number # 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's San Antonio Area Office.
- iii. Secure all necessary permitting as may be required for the installation of the water line.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed water line during construction, and the relocation of water line and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing water line during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the water line relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

CSJ # 0658-01-045
RCSJ # 0658-01-046
U Number # 00002781
District # 15-San Antonio
Code Chart 64 # 39100
Project: FM 1535 Huebner to SL
1604

- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

CSJ # 0658-01-045
 RCSJ # 0658-01-046
 U Number # 00002781
 District # 15-San Antonio
 Code Chart 64 # 39100
 Project: FM 1535 Huebner to SL
 1604

ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs

\$ 758,202.68.

Less Betterment Amount Due from Utility

\$ 0.00

Amount of total utility relocation Costs

\$ 758,202.68

Estimated Amount Eligible for Reimbursement

(Calculated eligibility Ratio – N/A%)

\$ N/A

Amount of Utility Adjustment Due from Utility

\$ 758,202.68

Estimated amount to be included in Construction Agreement

A. Betterment	\$ 0.00
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B. Utility Adjustment	<u>\$ 758,202.68</u>
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GRAND TOTAL	<u>\$ 758,202.68</u>
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Betterment Ratio Calculation

Estimated Betterment Costs

Betterment Calculation:

Total Costs of Betterment	(Estimated)	-	<u>\$ 0.00</u>
Total Costs of Project (Estimated)		-	<u>\$ 758,202.68</u>

***Betterment Percentage for final cost determination: 0.00 % of final cost of relocation
 Determination of Betterment – Comparison of estimated cost to replace “as is”
 versus estimated costs associated with the betterment.***

CITY COUNCIL STAFF SUMMARY

Meeting Date: October 12, 2020

Agenda item: 6.3

Prepared by: Brenda Morey

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION:

Discussion / action – Ordinance No. O-2020-021 electing for the City to make current service and prior service contributions to the City’s account in the benefit Accumulation Fund of the Texas Municipal Retirement System at the actuarially determined rate of total employee compensation (Administrative) – City Manager / Finance Director

X

Attachments for Reference:

- a) Proposed Ordinance O-2020-021
- b) TMRS notice
- c) TMRS Statutory Maximum discussion

BACKGROUND / HISTORY:

City staff was notified by TMRS that the City’s actuarially determined retirement contribution rate for Calendar Year 2021 has been calculated at 13.74%. This rate exceeds the TMRS Act maximum contribution rate limit of 13.50%.

The City’s contribution rate history for the most recent five years is as follows:

	Calendar Year:				
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Normal Cost	11.23%	10.79%	11.52%	11.24%	11.48%
Prior Service	2.51%	2.56%	1.97%	1.48%	0.74%
Total Retirement Rate	13.74%	13.35%	13.49%	12.72%	12.22%
Supplemental Death Benefit	0.17%	0.14%	0.13%	0.12%	0.12%
Total Combined Contribution	13.91%	13.49%	13.62%	12.84%	12.34%
Council Authorized Rate	13.95%	13.95%	13.95%	13.74%	13.74%
			*	**	***
	* Phase-In Rate indicated, full rate 13.95%				
	** Phase-In Rate indicated, full rate 13.67%				
	*** Phase-In Rate indicated, full rate 13.67%				

DISCUSSION:

TMRS indicates the City has four options-

1. Remove the statutory maximum contribution rate. This is the option TMRS encourages its participating cities to adopt to ensure proper funding of the city's plan.
2. Increase the statutory maximum contribution rate limit from 13.50% to the defined increased maximum limit of 15.50%. This option is not considered a permanent solution as it may need to be addressed again in the future.
3. The City can adopt an ordinance each year to pay the required contribution rate. If this option is selected, the City will not be able to adopt any additional plan improvements and will be paying the actuarially determined contribution rate after annual action by Council.
4. Pay the statutory maximum contribution rate of 13.50%. This option is not recommended by TMRS as it will lead to an increase in the City's unfunded actuarial liability and be amortized, creating an even larger variance between the actuarially determined contribution rate and the statutory maximum contribution rate.

COURSES OF ACTION: To approve one of the four options as outlined above.

FINANCIAL IMPACT: Varies, depending on the course of action approved by City Council.

MOTION REQUESTED: City staff recommends the option to remove the statutory maximum contribution rate, option 1 above. This option was utilized in drafting the accompanying ordinance. If one of the other options is approved, the ordinance must be modified appropriately.

**AN ORDINANCE ELECTING FOR THE CITY OF SHAVANO PARK, TEXAS,
TO MAKE CURRENT SERVICE AND PRIOR SERVICE CONTRIBUTIONS TO
THE CITY'S ACCOUNT IN THE BENEFIT ACCUMULATION FUND OF THE
TEXAS MUNICIPAL RETIREMENT SYSTEM AT THE ACTUARIALLY
DETERMINED RATE OF TOTAL EMPLOYEE COMPENSATION.**

WHEREAS, the City of Shavano Park, Texas (the "City"), is a participating municipality in the Texas Municipal Retirement System (the "System"), and has undertaken to provide certain retirement, death and disability benefits to its employees pursuant to Subtitle G, Title 8, Government Code, (hereinafter, the "TMRS Act"); and

WHEREAS, the City Council desires to authorize funding of such benefits as herein provided; now therefore,

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHAVANO PARK, TEXAS THAT:

Section 1. Pursuant to Section 855.407(g) of the TMRS Act, the City hereby elects to make future normal and prior service contributions to its account in the benefit accumulation fund of the System at such combined rate of the total compensation paid by the City to employees who are members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period determined as applicable to the City under the TMRS Act, the costs of all benefits which are or may become chargeable to or are to be paid out of the City's account in said accumulation fund, regardless of other provisions of the TMRS Act limiting the combined rate of city contributions.

Section 2. The provisions of the ordinance shall become effective on the first day of January, 2021.

PASSED AND APPROVED this the 12th day of October, 2020.

Robert Werner
Mayor

ATTEST: _____
Zina Tedford
City Secretary



July 8, 2020

Ms. Zina Tedford
City Secretary
City of Shavano Park
900 Saddletree Ct.
San Antonio, TX 78231-1599

Ms. Tedford

The TMRS Act provides a limit to the maximum rate that a city can be required to contribute for the retirement portion of its plan (the cost of Supplemental Death Benefits is excluded from this limit) based on the combination of the employee deposit rate and the matching ratio. This maximum contribution rate limit, also known as the statutory maximum, or "stat max," is not a limit of the cost of a plan, but rather is simply a limit on the maximum a city could be required to contribute for the plan. If the TMRS minimum required retirement contribution rate exceeds this limit, unless the city takes additional action as permitted under the TMRS Act, it will not be meeting the minimum contribution requirements for its TMRS plan.

Your city's 2021 minimum retirement contribution rate has exceeded the maximum contribution rate limit (13.50% for your city). Enclosed is a model ordinance to remove this maximum contribution rate limit.

By adopting this ordinance, your city is agreeing to fully fund the costs of the pension benefits included in the city's plan.

This ordinance will allow your city to impose its own "limit" on the contribution rate by using its discretion in determining which potential plan improvements to adopt, or not adopt, based on the calculated contribution rate. The TMRS actuary will perform a valuation of the City's plan of benefits each year and forward this rate to your city.

With the removal of the maximum contribution rate limit your city's full contribution rate for 2021 will be **13.91%**.

We would appreciate receiving a copy of this ordinance as soon as possible after adoption. Please fax a copy of the executed ordinance to 512-476-2903.

If you have any questions or need additional assistance, please do not hesitate to contact me at 1-800-924-8677.

Sincerely,

Eric W. Davis
Deputy Executive Director



The Statutory Maximum Contribution Rate Limit

The TMRS Act provides a limit to the maximum rate that a city can be required to contribute for the retirement portion of its plan (the cost of Supplemental Death Benefits is excluded from this limit) based on the combination of employee deposit rate and matching ratio. This maximum contribution rate limit, known as the statutory maximum or “stat max,” is not a limit of the cost of a plan, but rather is simply a limit on the maximum a city could be required to contribute for the plan. If the contribution rate exceeds this limit, unless the city takes additional action as permitted under the TMRS Act, it will not be fully funding its plan of benefits. The TMRS Act provides several options for a city if the retirement portion of the contribution rate exceeds the statutory maximum limit. See below.

Because the retirement portion of your city’s rate has exceeded the statutory maximum contribution rate limit, TMRS recommends that the city adopt an ordinance to permanently repeal the limit. By repealing the limit the city is agreeing to fully fund the actuarially determined contribution rate each year; thereby adequately funding the plan of benefits adopted by the city.

OPTIONS WHEN YOUR REQUIRED RATE EXCEEDS THE STATUTORY MAXIMUM

Option 1. REMOVE THE STATUTORY MAXIMUM CONTRIBUTION RATE LIMIT

To ensure proper funding of your city’s pension plan, TMRS encourages each city to consider adopting an ordinance to permanently repeal this statutory maximum contribution rate. The System’s actuary will calculate the cost of the plan benefits adopted by your city each year, and your city will be advised of the Full Rate and any Phase-in Rate, if applicable.

Option 2. INCREASE THE STATUTORY MAXIMUM CONTRIBUTION RATE LIMIT (Not available to cities with a 5% Employee Deposit Rate or a 1 to 1 city-matching ratio.)

Your city can adopt an ordinance to increase its statutory maximum contribution rate. This option will raise your limit from the current statutory maximum to the increased maximum, as seen in the chart below. Your city will then pay the required contribution rate. However, this is not a permanent solution and will not prevent your required contribution rate from exceeding the increased statutory maximum limit in the future.

Option 3. PAY THE REQUIRED CONTRIBUTION RATE

Your city can adopt an ordinance each year to pay the required contribution rate, provided that rate does not exceed the statutory maximum contribution rate plus 2.00%. If your city chooses this option, your city will be paying the actuarially determined cost for the plan of benefits adopted.

It is important to note, however, that if your city chooses this option, you cannot adopt any additional plan improvements, including USC or COLAs.

Also, if USC and COLAs have been adopted on an annually repeating basis, these options will be suspended until the required contribution rate drops below the statutory maximum contribution rate limit.

Option 4. PAY THE STATUTORY MAXIMUM CONTRIBUTION RATE

Your city can elect to pay only the statutory maximum contribution rate, plus the cost of the Supplemental Death Benefit, if applicable. Refer to the chart below to determine your city's maximum contribution rate limit. **TMRS does not recommend this option.** If this option is chosen, your city will not be paying the required contribution rate for the plan of benefits adopted. As a result, your city cannot adopt any additional plan improvements, including USC or COLAs. Also, if USC or COLAs have been adopted on an annually repeating basis, these options will be suspended until the required contribution rate drops below the statutory maximum contribution rate limit. This could lead to further funding difficulties in the future since your city will have to make up the unpaid amount at some later time. In addition, because your city is paying less than the required rate, this difference will be reflected as an increase in your city's unfunded actuarial liability and amortized accordingly.

STATUTORY MAXIMUM RATE AND INCREASE CHART

<u>Employee</u>	<u>City</u>	<u>Statutory</u>	<u>Increased Maximum</u>
5%	1 to 1	7.50%	N/A
6%	1 to 1	8.50%	N/A
7%	1 to 1	9.50%	N/A
5%	1 ½ to 1	9.50%	N/A
6%	1 ½ to 1	10.50%	11.00%
7%	1 ½ to 1	11.50%	12.50%
5%	2 to 1	11.50%	N/A
6%	2 to 1	12.50%	13.50%
7%	2 to 1	13.50%	15.50%

A model ordinance to remove the maximum contribution rate limit is attached.

Please read this material carefully. If you need further information, please call TMRS at (800) 924-8677.

CITY COUNCIL STAFF SUMMARY

Meeting Date: October 12, 2020

Agenda item: 6.4

Prepared by: Bill Hill

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION: Discussion / action - Approval of landscaping plan and contract proposal for Windmill Drainage Project - City Manager

X

Attachments for Reference:

- 1) 6.4a Scoring Matrix – Landscaping RFP
- 2) 6.4b Recommended Firm Bid
- 3) 6.4c 108 Windmill Landscaping RFP

BACKGROUND / HISTORY: The drainage project at Windmill requires the installation of a culvert below grade. As a result, a drainage channel must be created on the south properties of 108 and 110 Windmill. The City Engineer's survey of the property in 2019 used the existing plat to delineate the property lines between the two properties. Apparently, when the property was actually sold to the original home owner in the early 1950's, 20 feet of the lot that 110 Windmill is built on was sold to the property owner where 108 Windmill resides. This was never updated in the plats.

Between the properties within the drainage was a natural channel that had fairly thick underbrush and a number of trees. The overgrown channel effectively created a landscape screening greenbelt between the properties.

Because the culvert must be emplaced below surface, the existing channel must be lowered and must be extended for approximate 150 feet. This would require extensive clearing and ground work in the existing channel.

Prior to the project approval, the City secured a Temporary Construction Easement from the property owner at 110 Windmill. Because the plans only identified work on 110 Windmill, the City did not secure a temporary construction easement from 108 Windmill.

In September when the project began, the contractor began clearing most of the area required for the improvement of the drainage channel. The property owner at 108 Windmill then produced a recent survey showing that much of the clearing had occurred on her property.

The City directed the contractor to cease work, until we received permission from the property owner to proceed. The property at 108 Windmill is currently undergoing extensive landscaping.

DISCUSSION: The City immediately began coordination with the property owner and her landscape contractor. The property owner wishes to cooperate with the City drainage project while at the same time mitigate the removal of underbrush/trees in order to maintain a greenbelt that will effectively screen the property as much as possible.

City Engineer revised the planned channel to reduce the impact on 108 Windmill and meet with the landscaper and staff twice. As a result of the revised plans, the landscaper in coordination with the landowner and city staff produced a mitigation plan that complements the new drainage channel.

NOTE: Although the Engineer incorrectly identified the property lines, the drainage channel still would have been required extensively on the property of 108 Windmill. It is also fairly certain that in order to gain approval and access from the property owner of 108 Windmill, approval would have been granted only upon a drainage mitigation plan which would have looked very much like the one that is currently proposed.

City staff using the proposed landscaping plan, created a Request for Proposal (RFP) and released the RFP for bid on September 28th – passing it to seven landscape contractors and posting to the City website.

The City will open the bids on Wednesday at 3 pm and will prepare a recommendation and the complete this packet by Thursday.

COURSES OF ACTION: Awarding landscaping of 108 Windmill to recommended firm [REDACTED]; or alternatively decline and provide further guidance to staff.

FINANCIAL IMPACT: \$XX,XXX cost

Funding will be taken from the remaining \$150,178.13 un-programmed drainage capital reserves.

MOTION REQUESTED: Approval of landscaping plan and contract proposal for 108 Windmill Drainage Project by [REDACTED] for a \$XX,XXX.

**REQUEST FOR PROPOSALS
108 WINDMILL DRAINAGE SWALE LANDSCAPING
WINDMILL ROAD Project 20-009**



**Submission Deadline:
3:00 PM on Wednesday, October 7, 2020**

City of Shavano Park
900 Saddletree Court
Shavano Park, TX 78231
(210) 493.3478
www.shavanopark.org/bids

I. CONCEPT

The City of Shavano Park is soliciting bid proposals for the landscaping of a drainage swale on the property of 108 Windmill Drive that follows the guidelines and requirements as outlined in the proposed landscape design.

II. SCOPE OF SERVICES REQUIRED

See Exhibit A – Landscaping plan

III. PRE-BID WALK THROUGH.

Pre-Bid walk-through: Interested contractors should contact City Manager Bill Hill to coordinate a walk-through of the work site

Bill Hill

Phone: (254) 449-1561

Email: bhill@shavanopark.org

IV. BID PROPOSAL INSTRUCTIONS

Bid Proposals should use the form provided and directed to the following point of contact:

Bill Hill

City Manager

City of Shavano Park

900 Saddletree Court

Shavano Park, TX 78231

Phone: (254) 449-1561

Email: bhill@shavanopark.org

Due Date. All proposals must be received no later than **3:00 P.M., on Wednesday, October 7, 2020.**

V. AWARD SCHEDULE

Date	Activity
September 28, 2020	Issue Request for Proposals
TBD'ed	Pre-Bid Meeting and walk through
October 7, 2020	Bid Opening (3 p.m.)
October 8, 2020	City Council selects Contractor for Award
October 12, 2020	Execute contract with Contractor
TBD'ed	City issues notice to proceed

VI. BID FORM

These Bid prices must include all labor, materials, equipment, insurance, overhead, superintendence, transportation, profit, and incidentals to cover the finished Work called for in the Contract Documents.

BID FORM FOR 108 WINDMILL DRAINAGE SWALE LANDSCAPING PROJECT BASE BID			
NOTE: Bids shall comply to specifications in Section II of this RFP			
WINDMILL ROAD LANDSCAPING PROJECT	QUANTITY	RATE	PRICE QUOTE
Install Limestone Boulder Retaining Wall F.F.	171		
Limestone Rip Rap 6-8" C.Y.	9		
Addition of Landscape Soil Mix C.Y.	24		
Install Sandy Loam Topsoil C.Y.	51		
Install Weed Barrier S.F.	610		
Texas Blend Gravel 2"-6" size C.Y.	11		
Install Common Bermuda Solid Sod S.Y.	300		
Red Bud Tree (Texas) 30gl.	6		
Mountain Laurel Tree 30gl.	7		
Monterey Oak 95gl.	7		
Cedar Elm 30gl.	1		
Bicolor Iris 3gl.	17		
Dwarf Yaupon Holly 7gl.	5		
Primrose Jasmine 3gl.	3		
Viburnum Suspensum 3gl.	9		
		SUBTOTAL LANDSCAPE	
Install 2 new irrigation zones for new landscape *1 - drip zone for all trees and plants *1 - rotary zone for Bermuda grass lawn area	1		

TOTAL AMOUNT OF BASE BID:

\$ _____

Respectfully submitted,

Signature

Typed or Printed Name

Title: _____

Address: _____

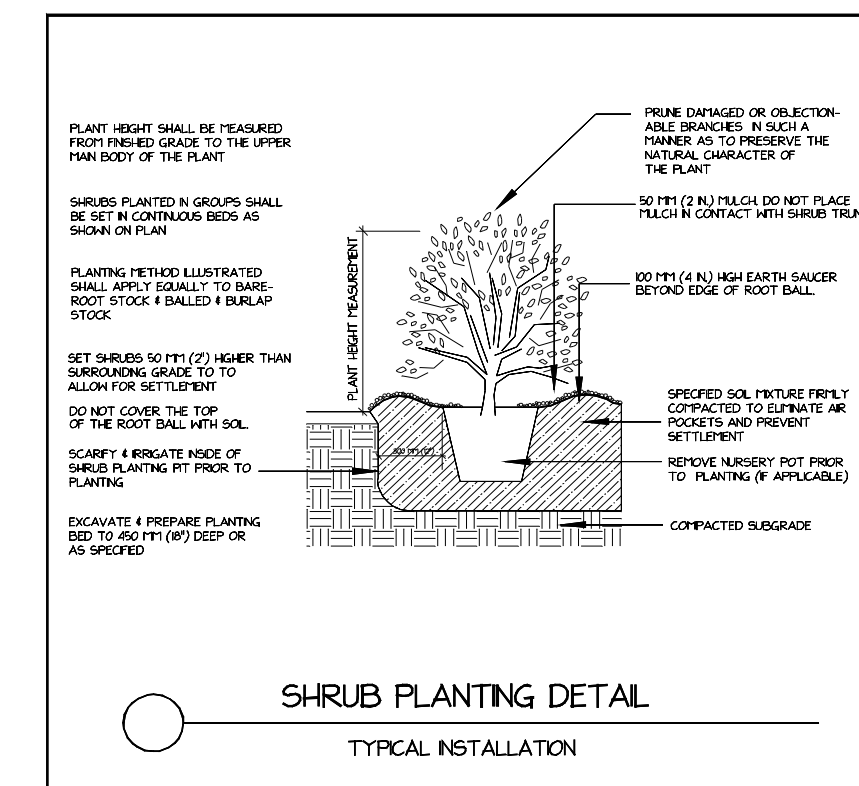
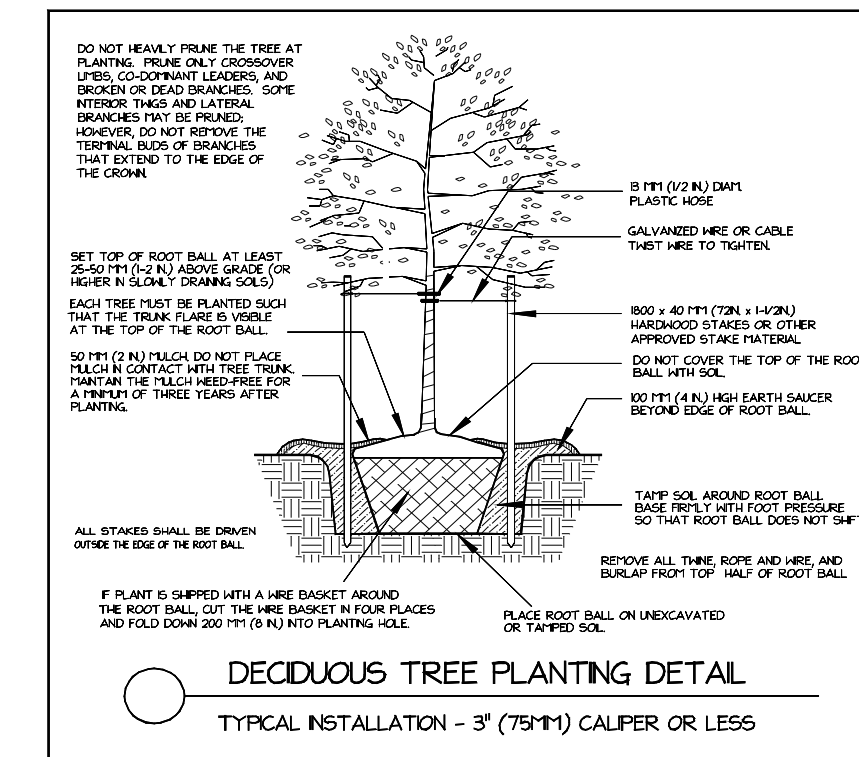
Telephone: _____

Federal Tax I.D. #: _____

Between 108 and 106 Windmill Rd.



Key	Botanical Name	Common Name	Size/Condition	Remarks
Trees				
Cov	<i>Cercis canadensis</i> var. <i>texensis</i>	Texas Redbud	30gls	10ft single trunk
MTL	<i>Dermatophyllum secundiflorum</i>	Shrubby Mountain Laurel	30gls	5 ft multi trunk - full
Op	<i>Quercus polymorpha</i>	Oak Mexican White	45gls	45' cal/15 ft full/single leader
U	<i>Ulmus crassifolia</i>	Cedar Elm	2' cal/10 ft full/single leader	
Shrubs				
DH	<i>Dieteria bicolor</i>	Bicolor Yucca	3gls	6'2 ft - full
DY	<i>Ery. variegata</i> 'Stake's Dwarf'	Dwarf Yucca Holly	7gls	4'2 ft - full
Jm	<i>Jasminum mesnyi</i>	PRIFROE JASMINE	3gls	14' ft - full
Vs	<i>Viburnum suspensum</i>	Sandwicha Viburnum	3gls	14' ft - full



Loss of trees removed (caliper inches total)

<p>Oak = 46[#]</p> <p>Elm = 57[#]</p> <p>Hackberry = 105[#]</p> <hr/> <p>Total Hardwood = 1135[#]</p> <p>Loss</p>	<p>Total Other = 158[#]</p> <p>Loss</p>
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Total Tree Loss = 2715

NOTES

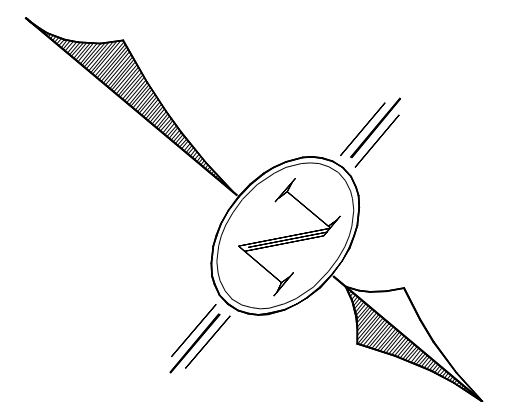
* All new planted trees to be nursery grown stock. Not B&B

*Follow planting details on plan
plus all new planted trees should
be protected from deer rub using
4" flex drain pipe cut and placed
around base of trunk to a height 4.5'

*2 irrigation zones should be added to water new landscape within 108 Windmill property line.

1 drip zone for plants and trees
1 rotor zone to water sod.

* All plant material to be inspected prior to installation by Steve Scott 210.857.0233

[illegible]

Design Provided By: 210,857,0233



S.A. GROWS
Landscape Services

Schwab Residence
108 Windmill Rd.
Shavano Park, 78231

SCALE	Scale 1"=20'
DRAWN BY	Steve Scott
CHECKED BY	
DATE	9.25.20
DATE OF PRINT	

PROJECT NO.
SHEET NO.

CITY COUNCIL STAFF SUMMARY

Meeting Date: October , 2020

Agenda item: 6.5

Prepared by: MPT Ross

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION:

Approval - Setting the dates for the City sponsored events for FY 2020-21 - City Manager

x

Attachments for Reference: 1) Calendar 2020 / 2021

BACKGROUND / HISTORY:

Good Friday	April 2nd
Easter	April 4th
Early Voting	April 19th – 27 th
Battle of Flowers	April 23 rd
Election	May 1st

DISCUSSION:

To assist with the upcoming year, 2021, Staff is requesting that Council approve the dates for the upcoming events.

Picnic in the Park – March 27th (Saturday)

City-wide Garage Sale - April 10th (Saturday)

Arbor / Earth Day - April 17th (Saturday)

Independence Day - Saturday, July 3rd (Saturday)

National Night Out – October 5th. Texas celebrates National Night Out (NNO) on the first Tuesday in October (October 5th). Shavano Park traditionally has hosted NNO on the first Tuesday in October along with the rest of the state.

Truck or Treat – October 30th (Saturday)

Holiday Event – December 4th. Traditionally Shavano Park has conducted the Holiday Event on the first weekend (Saturday)

COURSES OF ACTION:

Garage Sale: 10 April

Picnic in the Park: 27 March

Arbor / Earth Day: April 17

Independence Day: July 3, or June 29

NNO: October 5

Truck or Treat: Oct 30 or other

Holiday Event: December 4

FINANCIAL IMPACT: \$5,000.00 is budgeted for NNO; \$2,000 for Picnic in Park; and \$7,000 each for Arbor / Earth Day; Independence Day; and Holiday Event.

MOTION REQUESTED: Approve the proposed date for the City sponsored events (Garage Sale / Picnic in the Park / Arbor / Earth Day / Independence Day / National Night Out / Truck or Treat / Holiday event)

CITY COUNCIL STAFF SUMMARY

Meeting Date: Oct 12, 2020

Agenda item: 6.6

Prepared by: Bill Hill

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION:

Discussion / Action – Consideration on cancelling the October 26th City Council Meeting



Attachments for Reference: 1) N/A

BACKGROUND / HISTORY: City Council had requested a special meeting to discuss / consider a policy for Urban Corridor Fence Standards permitting.

DISCUSSION: A special meeting is scheduled for October 12th to consider the fencing policy. Other requirements for consideration in October have been moved to the October 12th meeting and staff does not anticipate any other significant agenda items required to be considered.

Cancelling the October 26th meeting will avoid having two Council meetings in October and also avoids an overlap in early voting use of the City Hall. Note: Early voting on October 26th runs until 10 pm.

COURSES OF ACTION: Cancel the Oct 26th meeting or continued as scheduled

FINANCIAL IMPACT: N/A

MOTION REQUESTED: Staff recommends cancelling Oct 26th City Council meeting.

City of Shavano Park
PERIODIC REPORT OF ISSUED PERMITS (GROUPED BY REPORT CODE)

Page 1

Printed: 10-01-2020

	[Designated period: 09/01/20 to 09/30/20]			[Prior period: 09/01/19 to 09/30/19]		
	Code	Prms	Valuation	Fees Paid	Units	
NEW RESIDENTIAL HOUSEKEEPING BLDGS:						
SINGLE FAMILY HOUSES DETACHED	101	2	.00	16,290.86	2	1
SINGLE FAMILY HOUSES ATTACHED	102		.00	.00	0	0
IF - IMPROVEMENTS	105	1	.00	123.10	1	3
RESIDENTIAL NON-HOUSEKEEPING BLDGS:						
HOTELS, MOTELS & TOURIST CABINS	213		.00	.00	0	0
OTHER NON-HOUSEKEEPING SHELTER	214	8	.00	950.00	10	1
NEW NON-RESIDENTIAL BUILDINGS:						
AMUSEMENT, SOCIAL & RECREATIONAL	318		.00	.00	0	0
SERVICE STATIONS & REPAIR GARAGES	322		.00	.00	0	0
OFFICES, BANKS, & PROFESSIONAL	324	1	738,000.00	6,132.70	1	0
PUBLIC WORKS & UTILITIES	325		.00	.00	0	0
STORES & CUSTOMER SERVICE	327		.00	.00	0	0
OTHER NON-RESIDENTIAL BLDGS	328		.00	.00	0	1
STRUCTURES OTHER THAN BUILDINGS	329		.00	.00	0	0
ADDITIONS, ALTERATIONS, & CONVERSION						
RESIDENTIAL	434		.00	.00	0	0
NON-RESIDENTIAL & NON-HOUSEKEEPING	437		.00	.00	0	0
ADDS OF RESID. GARAGES (ATCH/DETC)	438		.00	.00	0	0
Solar Panels Install	439		.00	.00	0	0
DEMOLITION AND RAZING OF BUILDINGS						
SINGLE FAMILY HOUSES (ATCH/DETACH)	645		.00	.00	0	0
ALL OTHER BUILDINGS & STRUCTURES	649		.00	.00	0	0
FENCE	650	3	.00	500.00	3	0
FIRE ALARM & SPRINKLERS	675		.00	.00	0	2
PLUMBING	701	10	45,000.00	3,000.00	10	11
GAS	702		.00	.00	0	1
ELECTRICAL	705	7	73,000.00	2,550.00	7	6
HVAC	710	6	.00	2,100.00	8	11
IRRIGATION	715	3	.00	200.00	3	1
POOL	720	1	.00	600.00	1	0
ROOF	725	7	.00	900.00	6	0
SEPTIC SYSTEM	730	1	.00	410.00	0	1
WATER SOFTENER	735		.00	.00	0	0
CONTRACTORS	800		.00	.00	0	7
TREE PERMIT	801		.00	.00	0	0
TOTALS FOR PERMITS SHOWN ABOVE						
Totals of other permits in the period	50		856,000.00	33,756.66	52	46
TOTAL FOR ALL PERMITS IN THE PERIOD	55		856,000.00	34,602.66	57	52

71 Total Fire Department Calls for September 2020

16 Fire Alarms

- 7 Residential Fire Alarm in Shavano Park (nothing found)
- 3 Commercial Fire Alarm in Shavano Park (nothing found)
- 1 Responded for an order of gas
- 1 Responded for an order of electrical burning in an elevator shaft
- 2 Responded to assist Bexar Bulverde with a commercial building fire
- 1 Responded to assist Bexar Bulverde with a residential building fire
- 1 Cancelled response by Dispatch (Test Call)

34 Rescue/EMS Calls

- 28 EMS Calls – not involving a motor vehicle collision
- 5 Motor Vehicle Collision
- 1 Assist San Antonio FD with a Motor Vehicle Collision

5 Service Calls

- 3 Standby (Commercial Activated Fire Alarms, Bexar-Bulverde)
- 2 Standby (Residential Activated Fire Alarms, Bexar-Bulverde)

15 Good Intent Calls

- 2 Assist Castle Hills (cancelled en route)
- 4 Assist Leon Springs (cancelled en route)
- 7 Assist Bexar-Bulverde (cancelled en route)
- 2 Assist Leon Valley (cancelled en route)

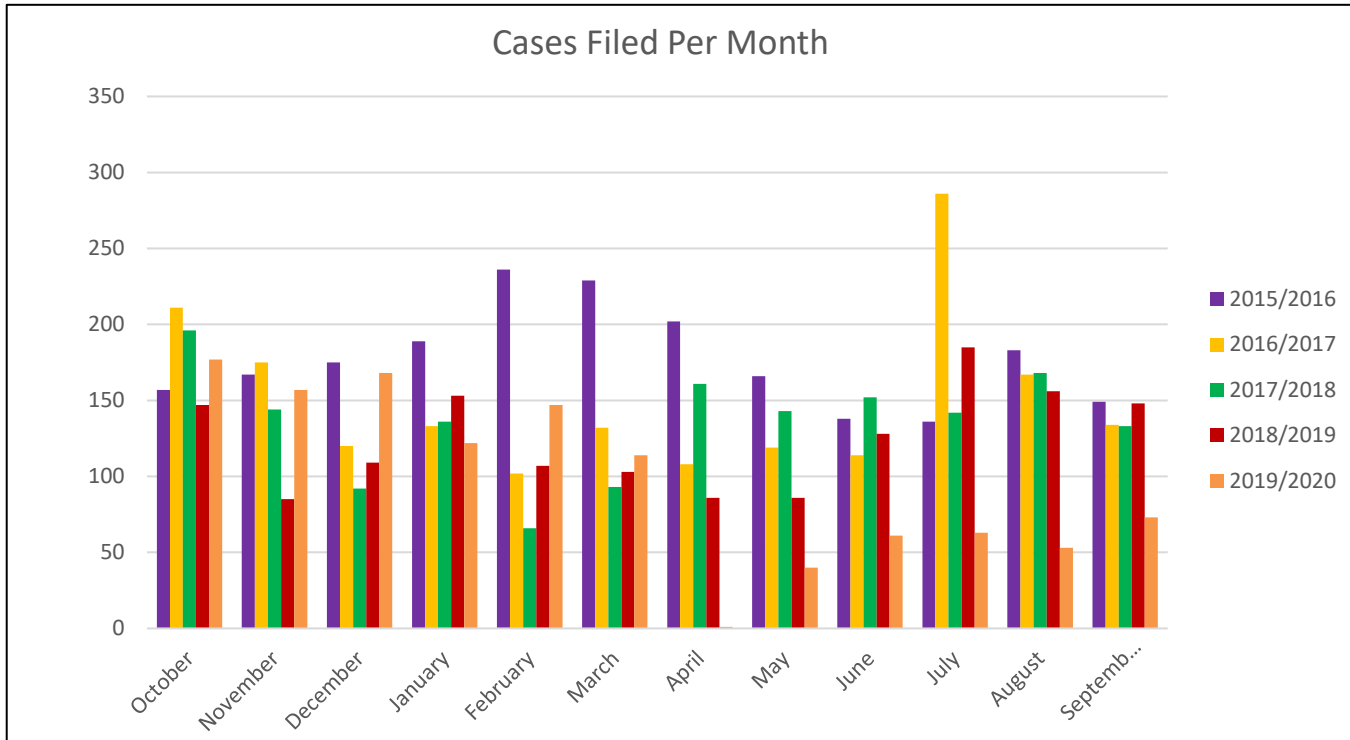
1 Public Service Calls

- 1 Assist the public with traffic control due to a powerline down

0 Hazardous Calls

City of Shavano Park

Municipal Court Activity September 2020

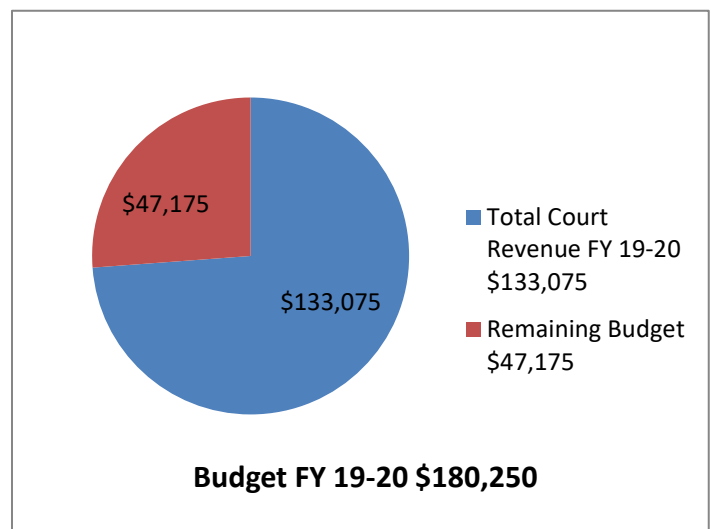


Cases Resolved	Current Month	Prior Year
Fine	17	44
Not Guilty By Judge	0	0
Guilty	12	17
Dismissed	0	0
Compliance Dismissal	1	20
Defensive Driving	4	14
Deferred Disposition	18	24
Proof of Insurance	2	2
TOTAL	54	121

There was 1 case filed in April 2020.
(Insufficient to register on the above chart)

There were no in-person Municipal Court proceedings March - May, July - September 2020 due to the coronavirus.

Court Revenue	Current 19/20	Prior 18/19
October	\$ 10,865	\$ 13,774
November	10,311	9,036
December	10,494	10,296
January	12,522	13,940
February	17,307	17,093
March	15,672	17,252
April	6,808	17,824
May	8,853	9,646
June	17,162	14,172
July	8,663	11,303
August	8,466	15,757
September	5,954	13,203
	\$ 133,075	\$ 163,297



MINUTES

In accordance with Order of the Office of the Governor issued March 16th, 2020, the governor has [suspended various provisions](#) of the Open Meetings Act pursuant to his state disaster authority, which now authorize the participation of a meeting by live-video stream or telephone. The City of Shavano Park will conduct the Regular Meeting on Monday, September 14, 2020 at 6:30 p.m. at 900 Saddle Tree Court, Shavano Park Council Chambers in part by Livestream / telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) and slow down the spread of the Coronavirus (COVID-19).

Livestream Participation. The livestream available via the Youtube website and app from your computer, tablet or smartphone at: <https://youtu.be/u54yAdYZ6Nc>

Telephone Participation. The public toll-free dial-in number to participate in the telephonic meeting is 1-833-548-0282 and uses Meeting ID 928-7653-1403. The Livestream / telephone conference will be available to join at 6:00 p.m. (30 minutes prior to the meeting). If you have issues accessing Telephone Participation or Livestream, please call City Secretary Zina Tedford at 210-787-0366.

The public will be permitted to offer comments telephonically as provided by the agenda during Citizen’s to be Heard. Citizens who want to speak during this period, should sign up to speak prior to the beginning of the meeting by stating their intent and providing Name, Address, and Topic to be addressed. Follow the guidelines under agenda item 3. If unable to participate in the meeting, you may submit public comments by email to ztedford@shavanopark.org.

The meeting agenda and agenda packet are posted online at www.shavanopark.org.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

1. CALL MEETING TO ORDER

Mayor Werner called the meeting to order at 6:30 p.m.

PRESENT:

Alderman Colemere
Alderman Kautz
Alderman Powers
Alderman Kuykendall
Mayor Werner

ABSENT:

Mayor Pro Tem Ross

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Werner with the consensus of City Council dispensed with the Pledge of Allegiance to the Flag and Invocation.

3. CITIZENS TO BE HEARD

No citizens signed up to address City Council at this time.

4. CITY COUNCIL COMMENTS

Mayor Werner with the consensus of City Council dispensed with City Council comments

5. PRESENTATIONS, COMMENDATIONS AND ANNOUNCEMENTS

5.1. N/A

6. REGULAR AGENDA ITEMS

6.1. Public Hearing - Proposed Annual Operating and Capital Budget - FY 2020-21

Public Hearing opened at 6:30 p.m.

City Manager Hill presented an overview of the Proposed Annual Operating and Capital Budget - FY 2020 – 21, proposed tax rate and outlining changes as discussed.

Public hearing closed at 6:34 p.m.

6.2. Discussion / action - Ordinance No. O-2020-017 approving and adopting a budget for the City of Shavano Park, Texas for the fiscal year beginning October 1, 2020 and ending September 30, 2021; making appropriations for each fund and department; establishing a Sinking Fund for existing city financial obligations; providing for the levying and collection of a sufficient tax to pay the interest and on such Sinking Fund obligations; repealing conflicting ordinances; providing a savings and severability clause; and declaring an effective date (first reading) - City Manager

Alderman Powers made a motion to approve Ordinance No. O-2020-017 approving and adopting a budget for the City of Shavano Park, Texas for the fiscal year beginning October 1, 2020 and ending September 30, 2021; making appropriations for each fund and department; establishing a Sinking Fund for existing city financial obligations; providing for the levying and collection of a sufficient tax to pay the interest and on such Sinking Fund obligations; repealing conflicting ordinances; providing a savings and severability clause; and declaring an effective date (first reading).

Alderman Colemere seconded the motion.

The motion to approve Ordinance No. O-2020-017 approving and adopting a budget for the City of Shavano Park, Texas for the fiscal year beginning October 1, 2020 and ending September 30, 2021; making appropriations for each fund and department; establishing a Sinking Fund for existing city financial obligations; providing for the levying and collection of a sufficient tax to pay the interest and on such Sinking Fund obligations; repealing conflicting ordinances; providing a savings and severability clause; and declaring an effective date (first reading) carried with a unanimous roll call vote as listed below:

Roll call vote:

Ald. Kautz	-AYE
Ald. Kuykendall	-AYE
Ald. Powers	-AYE
Ald. Colemere	-AYE
Mayor Pro Tem Ross	-ABSENT

7. CITY MANAGER'S REPORT

All matters listed under this item are considered routine by the City Council and will only be considered at the request of one or more Aldermen. Coincident with each listed item, discussion will generally occur.

8. CONSENT AGENDA

All matters listed under this item are considered routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired by any Alderman on any item, that item will be removed from the consent agenda and will be considered separately.

9. ADJOURNMENT

Alderman Colemere made a motion to adjourn the meeting.

Alderman Kautz seconded the motion.

The meeting adjourned at 6:36 p.m.

Robert Werner
Mayor

Zina Tedford
City Secretary

SUPPLEMENTAL NOTICE OF MEETING BY LIVESTREAM / TELEPHONE CONFERENCE:

In accordance with Order of the Office of the Governor issued March 16th, 2020, the governor has suspended various provisions of the Open Meetings Act pursuant to his state disaster authority, which now authorize the participation of a meeting by live-video stream or telephone. The City of Shavano Park will conduct the Regular Meeting on Monday, September 21, 2020 at 6:30 p.m. at 900 Saddletree Court, Shavano Park Council Chambers in part by Livestream / telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) and slow down the spread of the Coronavirus (COVID-19).

Livestream Participation. The livestream available via the GoToMeeting website from your computer, tablet or smartphone at: <https://youtu.be/BbbNsIf8szoc>

Telephone Participation. The public toll-free dial-in number to participate in the telephonic meeting is 1-866-899-4679 and requires access code 290-431-621. The Livestream / telephone conference will be available to join at 6:00 p.m. (30 minutes prior to the meeting). If you have issues accessing Telephone Participation or Livestream, please call City Secretary Zina Tedford at 210-787-0366.

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The meeting agenda and agenda packet are posted online at www.shavanopark.org.

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request.

1. CALL MEETING TO ORDER

Mayor Werner called the meeting to order at 6:32 p.m.

PRESENT:

ABSENT:

Alderman Colemere

Alderman Kautz

Mayor Pro Tem Ross

Alderman Powers

Alderman Kuykendall

Mayor Werner

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Alderman Powers led the Pledge of Allegiance to the Flag.

Alderman Kuykendall led the Invocation.

3. CITIZENS TO BE HEARD

No one signed up to address City Council at this time.

4. CITY COUNCIL COMMENTS

No City Council comments at this time.

5. PRESENTATIONS, COMMENDATIONS AND ANNOUNCEMENTS

5.1. Proclamation – Fire Prevention Week – Mayor Werner / Chief Dover

Mayor Werner read the Proclamation for Fire Prevention Week.

5.2. Recognition – Shavano Park Police Department – Mayor Werner / Chief Lacy

Mayor Werner and Chief Lacy recognized the Shavano Park Department Recognition 2020.

Detective Wade - Employee of the Year

Sergeant Page - Merit Award and Distinguished Service Award

Sergeant Villanueva - Merit Award

Officer Garza – Distinguished Service Award

Corporal Harper - Distinguished Service Award

C. Leeth – Certificate of Merit

6. REGULAR AGENDA ITEMS

6.1. Approval Ordinance O-2020-018 amending the FY 2019-20 Budget to adjust revenues, expenditures and utilization of fund balance to include resourcing the oak wilt project costs, the Bexar County Suburban Cities Interlocal Agreement regarding CARES Act, additional water meter purchases and repairs to Well # 8 and other items within the General Fund, Water Utility Fund, Oak Wilt Fund, and Water Utility Capital Replacement Fund - City Manager

City Manager Hill presented an overview of proposed Ordinance O-2020-018 amending the FY 2019-20 Budget to adjust revenues, expenditures and utilization of fund balance to include resourcing the oak wilt project costs, the Bexar County Suburban Cities Interlocal Agreement regarding CARES Act, additional water meter purchases and repairs to Well # 8 and other items within the General Fund, Water Utility Fund, Oak Wilt Fund, and Water Utility Capital Replacement Fund.

Alderman Colemere made a motion to approve Ordinance O-2020-018 amending the FY 2019-20 Budget to adjust revenues, expenditures and utilization of fund balance to include resourcing the oak wilt project costs, the Bexar County Suburban Cities Interlocal Agreement regarding CARES Act, additional water meter purchases and repairs to Well # 8 and other items within the General Fund, Water Utility Fund, Oak Wilt Fund, and Water Utility Capital Replacement Fund as an administrative ordinance.

Alderman Power seconded the motion.

The motion to approve Ordinance O-2020-018 amending the FY 2019-20 Budget to adjust revenues, expenditures and utilization of fund balance to include resourcing the oak wilt project costs, the Bexar County Suburban Cities Interlocal Agreement regarding CARES Act, additional water meter purchases and repairs to Well # 8 and other items within the General Fund, Water Utility Fund, Oak Wilt Fund, and Water Utility Capital Replacement Fund as an administrative ordinance carried with a unanimous vote.

6.2. Public Hearing - Crime Control & Prevention District Budget of the City of Shavano Park Crime Control and Prevention District for FY 2020-21

Public hearing opening at 6:51 p.m.

City Manager Hill presented an overview of the Crime Control & Prevention District Budget of the City of Shavano Park Crime Control and Prevention District for FY 2020-21.

Public hearing closed at 6:56 p.m.

6.3. Discussion / action - Resolution R-2020-016 adopting the Crime Control and Prevention Budget of the City of Shavano Park Crime Control & Prevention District for FY 2020-21 - City Manager

Alderman Colemere made a motion to approve Resolution R-2020-016 adopting the Crime Control and Prevention Budget of the City of Shavano Park Crime Control & Prevention District for FY 2020-21.

Alderman Kuykendall seconded the motion.

The motion to approve Resolution R-2020-016 adopting the Crime Control and Prevention Budget of the City of Shavano Park Crime Control & Prevention District for FY 2020-21 carried with a unanimous vote.

6.4. Public Hearing - Proposed Annual Operating and Capital Budget - FY 2020-21

Public hearing opened at 6:57 p.m.

City Manager Hill presented an overview of the Proposed Annual Operating and Capital Budget - FY 2020-21.

Public hearing closed at 7:06 p.m.

6.5. Discussion / action - Ordinance No. O-2020-017 approving and adopting a budget for the City of Shavano Park, Texas for the fiscal year beginning October 1, 2020 and ending September 30, 2021; making appropriations for each fund and

department; establishing a Sinking Fund for existing city financial obligations; providing for the levying and collection of a sufficient tax to pay the interest and on such Sinking Fund obligations; repealing conflicting ordinances; providing a savings and severability clause; and declaring an effective date (Record Vote) (final reading) - City Manager

Alderman Colemere made a motion to approve Ordinance No. O-2020-017 approving and adopting a budget for the City of Shavano Park, Texas for the fiscal year beginning October 1, 2020 and ending September 30, 2021; making appropriations for each fund and department; establishing a Sinking Fund for existing city financial obligations; providing for the levying and collection of a sufficient tax to pay the interest and on such Sinking Fund obligations; repealing conflicting ordinances; providing a savings and severability clause; and declaring an effective date (Record Vote) (final reading)

Alderman Kuykendall seconded the motion.

The motion to approve to approve Ordinance No. O-2020-017 approving and adopting a budget for the City of Shavano Park, Texas for the fiscal year beginning October 1, 2020 and ending September 30, 2021; making appropriations for each fund and department; establishing a Sinking Fund for existing city financial obligations; providing for the levying and collection of a sufficient tax to pay the interest and on such Sinking Fund obligations; repealing conflicting ordinances; providing a savings and severability clause; and declaring an effective date (Record Vote) (final reading) carried with the following vote:

Alderman Kautz - AYE
Alderman Colemere - AYE
Alderman Powers - AYE
Mayor Pro Tem Ross - AYE
Alderman Kuykendall - AYE

6.6. Discussion / action - Adopt Resolution R-2020-017 setting the City of Shavano Park 2020 total Tax Rate of \$0.287742 with the Maintenance & Operation rate being \$0.274639 and the Interest & Sinking rate being \$0.013103. (Record Vote) - City Manager

Alderman Colemere made a motion to adopt Resolution R-2020-017 setting the City of Shavano Park 2020 total Tax Rate of \$0.287742 with the Maintenance & Operation rate being \$0.274639 and the Interest & Sinking rate being \$0.013103. (Record Vote).

Alderman Powers seconded the motion.

The motion to approve adopt Resolution R-2020-017 setting the City of Shavano Park 2020 total Tax Rate of \$0.287742 with the Maintenance & Operation rate being \$0.274639 and the Interest & Sinking rate being \$0.013103 carried with the following vote:

Alderman Kautz - AYE
Alderman Colemere - AYE
Alderman Powers - AYE
Mayor Pro Tem Ross - AYE

Alderman Kuykendall - AYE

6.7. Record vote to ratify the property tax increase reflected in the FY 2020-21 budget (Record Vote) - City Manager

Alderman Colemere made a motion to conduct a record vote to ratify the property tax increase reflected in the FY 2020-21 budget.

Alderman Kautz - AYE
Alderman Colemere - AYE
Alderman Powers - AYE
Mayor Pro Tem Ross - AYE
Alderman Kuykendall - AYE

6.8. Discussion / action - Selection Boards, Commissions, and Committees - City Manager

6.8.1. Planning & Zoning Commissions - Four (4) appointments, two-year terms

**6.8.2. Water Advisory Committee - Three (3) appointments (Water System Users only),
6.8.3. two-year term.**

6.8.4. Board of Adjustments - Two (2) appointments, One (1) Alternate two-year terms

6.8.5. Investment Committee - One (1) appointment for two-year term

6.8.6. Tree Committee – Four (4) appointments (2-year term) One (1) appointment (1-year term)

Alderman Colemere made a motion to appoint the following:

Planning & Zoning Commission:

Michael Janssen
Albert Aleman
Carla Laws
William Stipek

Tree Committee

David Pierce
Bennett Closner

Board of Adjustment

Robert Bettac
C. Michael Ireland

Investment Committee

Lee Matecko

Water Advisory Committee

Sam Bakke
Tommy Peyton
Steven Fleming

Alderman Kautz seconded the motion.

The motion to appoint the individuals as outlined above carried with a unanimous vote.

6.9. Discussion / action - Ordinance O-2020-013 amending the City of Shavano Park Code of Ordinances to allow front solid fencing for homes with front yards that face NW Military Highway and De Zavala Road and to clarify existing fence regulations generally as recommended by the Planning and Zoning Commission and possibly designating Urban Corridors for fence standards (final reading) – Alderman Powers

Alderman Powers made a motion to approve Ordinance O-2020-013 amending the City of Shavano Park Code of Ordinances to allow front solid fencing for homes with front yards that face NW Military Highway and De Zavala Road and to clarify existing fence regulations generally as recommended by the Planning and Zoning Commission and possibly designating Urban Corridors for fence standards Version 1.

Mayor Pro Tem Ross seconded the motion.

Discussion followed regarding fencing and NW Military expansion timeline.

Alderman Colemere made a motion with the following amendments using Version 2.

- * minimum ½ inch thickness for all fence materials
- * max fence height 6 feet along NW Military
- * Remove DeZavala Urban Corridor
- * final approval of all fences in urban corridor will be determined by City Council

Alderman Kuykendall seconded the motion.

Mayor Werner stated that the motion to amend is a primary motion by its nature because the changes are so material compared to the original motion which makes it the primary motion before we come back to Alderman Power's motion.

Discussion followed regarding criteria for fence permits.

Mayor Pro Tem Ross made a motion to adjourn into Executive Session pursuant to Texas Government Code Sections 551.071 (Consultation with Attorney).

Alderman Kautz seconded the motion.

Mayor Werner with the consensus of City Council moved to agenda items 7 and 8.

City Council adjourned into Executive Session at 8:16 p.m.

The open meeting reconvened at 8:41 p.m.

The vote to accept the motion to amend Ordinance O-2020-013, Version 2 as modified subject to City Council adopting a policy carried as follows:

AYES: 3; NAYES: 2 (Alderman Powers / Mayor Pro Tem Ross)

The primary motion replaces motion made by Alderman Powers is to approve Ordinance O-2020-013 Version 2 as modified amending the City of Shavano Park Code of Ordinances to allow front solid fencing for homes with front yards that face NW Military Highway and to clarify existing fence regulations generally as recommended by the Planning and Zoning Commission and possibly designating Urban Corridors for fence standards subject to City Council adopting policy as amended carried with the following vote:

AYES: 3 NAYES: 2 (Alderman Powers / Mayor Pro Tem Ross)

Mayor Werner deviated back to agenda item 9 Adjournment.

7. CITY MANAGER'S REPORT

All matters listed under this item are considered routine by the City Council and will only be considered at the request of one or more Aldermen. Coincident with each listed item, discussion will generally occur.

7.1. Building Permit Activity Report

7.2. Fire Department Activity Report

7.3. Municipal Court Activity Report

7.4. Police Department Activity Report

7.5. Public Works Activity Report

7.6. Finance Report

8. CONSENT AGENDA

All matters listed under this item are considered routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired by any Alderman on any item, that item will be removed from the consent agenda and will be considered separately.

8.1. Approval - City Council Workshop Minutes, August 18, 2020

8.2. Approval - City Council Minutes, August 24, 2020

8.3. Approval – City Council Workshop Minutes, August 24, 2020

8.4. Accept - Planning and Zoning Commission Minutes, August 5, 2020

8.5. Accept - Final Plat of Napier Park, Unit-4 (PUD), a 1.157-acre tract of land out of a 289.5-acre tract described in deed to Rogers Shavano Park Unit 18/19, LTD.

8.6. Approval - Ordinance O-2020-015 amending Ordinance O-2015-006 (Napier Park Planned Unit Development) to add the following development exceptions: minimum

- parking requirement, minimum front yard and rear yard landscape buffer requirements, and reduced tree preservation with increase tree mitigation requirements while removing unneeded exceptions to the City Code (final reading)**
- 8.7. Approval - Ordinance O-2020-019 amending the City of Shavano Park Fee Schedule to add a technology fee for online digital plan review and permitting services, demolition and estate sale permits and clarify double permit fees for unpermitted work (Administrative)**
- 8.8. Approval - Ordinance O-2020-020 considering an action extending a declaration of local disaster and public health emergency initially issued on March 23, 2020 by Mayor Bob Werner, and the corresponding addendums issued by City Council in March, April, May, June, July and August until October 26, 2020 to continue active preparedness and response for COVID-19 contingencies (Administrative)**
- 8.9. Approval - Consideration for amending the criteria of the Small Business Reinvestment Program (SBRP) supported by the CARES Act and Bexar County to provide emergency relief to eligible small businesses located in Shavano Park - City Manager**

Alderman Powers made a motion to approve / accept Consent Agenda Item 8.1 – 8.9 as presented.
Alderman Colemere the motion.

The motion to approve Consent Agenda Items 8.1 – 8.9 carried with unanimous vote.

Mayor Werner deviated back to agenda item 6.9.

City Council adjourned into Executive Session at 8:16 p.m.

9. ADJOURNMENT

Alderman Colemere made a motion to adjourn the meeting

Alderman Kautz seconded the motion.

The meeting adjourned at 8:51 p.m.

Robert Werner
Mayor

Zina Tedford
City Secretary

CITY COUNCIL STAFF SUMMARY

Meeting Date: October 26, 2020

Agenda item: 8.4

Prepared by: Zina Tedford

Reviewed by: Bill Hill

AGENDA ITEM DESCRIPTION:

Approval – Resolution R-2019-013 designating the San Antonio Express News as the City of Shavano Park’s official newspaper for posting of public and legal notices

☒

Attachments for Reference:

1) 8.4a Resolution R-2020-018

BACKGROUND / HISTORY: Texas Local Government Code Section 52.011 requires a Type A General-Law Municipality to establish an official newspaper for posting of public and legal notices for the City as may be required by law.

It is an annual requirement that Council designate an official paper in the October meeting of each year.

DISCUSSION: This resolution designates the San Antonio Express News as the official newspaper for the City.

COURSES OF ACTION: Approve Resolution R-2020-018 designating the San Antonio Express News as the City of Shavano Park’s official newspaper for posting of public and legal notices; or alternatively decline and provide further guidance to staff.

FINANCIAL IMPACT: N/A

MOTION REQUESTED: Approve Resolution R-2020-018 designating the San Antonio Express News as the City of Shavano Park’s official newspaper for posting of public and legal notices.

RESOLUTION No. R-2020-018

**A RESOLUTION OF THE CITY OF SHAVANO PARK CITY COUNCIL
DESIGNATING THE SAN ANTONIO EXPRESS NEWS AS THE CITY OF SHAVANO
PARK'S OFFICIAL NEWSPAPER FOR POSTING OF PUBLIC AND LEGAL
NOTICES**

WHEREAS, The City Council of the City of Shavano Park is required to select an official newspaper for the posting of public and legal notices; and

WHEREAS, the San Antonio Express News covers all of Shavano Park including zip codes 78230, 78231 and 78249 within Shavano Park;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL
OF THE CITY OF SHAVANO PARK, TEXAS:**

The San Antonio Express News is hereby designated as the official newspaper of the City of Shavano Park for posting of public and legal notices for the City as may be required by law.

PASSED AND APPROVED by the City Council of the City of Shavano Park this the 226th day of October, 2020.

Robert Werner
MAYOR

Attest: _____
Zina Tedford
City Secretary