

AN ORDINANCE 2020-09-17-0641

**ADOPTING THE ANNUAL CONSOLIDATED OPERATING AND CAPITAL BUDGETS FOR THE CITY OF SAN ANTONIO FOR FY 2021 THAT BEGINS OCTOBER 1; APPROVING PROJECTS INCLUDED IN THE FY 2021 TO FY 2025 FIVE-YEAR INFRASTRUCTURE MANAGEMENT PLAN; APPROVING THE FY 2021 TO FY 2026 SIX-YEAR CAPITAL IMPROVEMENTS PROGRAM FOR THE CITY OF SAN ANTONIO; APPROVING CERTAIN CONTRACTS; PROVIDING FOR A ONE-TIME ANNUITY INCREASE FOR RETIREES AND THEIR BENEFICIARIES AND A REVISION TO THE CITY'S CONTRIBUTION RATE, IN CONNECTION WITH THE TEXAS MUNICIPAL RETIREMENT SYSTEM; AUTHORIZING PERSONNEL COMPLEMENTS; APPROPRIATING FUNDS; AND AMENDING RELATED ORDINANCES.**

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**WHEREAS**, in accordance with Article VII of the City Charter, it is necessary to adopt a budget for the period commencing October 1, 2020, and ending September 30, 2021 ("FY 2021"); and

**WHEREAS**, a Proposed Annual Budget for FY 2021 has been prepared by the City Manager in accordance with Article VII of the City Charter, and presented to the City Council; and

**WHEREAS**, Community budget input was gathered through the SASpeakUp campaign prior to the development of the Proposed Budget, 10 virtual Council District meetings and two City-Wide Budget Public Hearings were held after the Proposed Budget was presented to City Council on August 6, 2020; and

**WHEREAS**, following ten City Council budget work sessions, the Proposed Budget was considered by the City Council on September 17, 2020; and

**WHEREAS**, after presentation and consideration of several amendments set forth in a statement, as required under Article VII of the City Charter, the City Council by this Ordinance adopts the FY 2021 Budget; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1. Annual Operating Budget.**

The Proposed Annual Budget, as set out in Attachment 1, and as amended by Attachment 2, Attachment 3, Attachment 8, and Attachment 24, all of which are attached hereto and incorporated herein for all purposes, and the following Sections of this Ordinance, is hereby approved and adopted for FY 2021.

**SECTION 2. Appropriations.**

- A. The sums set forth in Attachment 3 are hereby appropriated for FY 2021 for the different City Departments and purposes of the City.
- B. The City Manager, through the Director of the Office of Management and Budget, is hereby authorized to distribute funds from the Non-Departmental Budget in the General Fund allocation after a review process is conducted to determine appropriate budget levels for capital outlay.

### SECTION 3. Two-Year General Fund Budget Plan

Contained in the FY 2021 Adopted Budget is a financial plan to achieve a balanced budget for FY 2022. This plan anticipated the continued implementation of certain budgetary expense reductions in the General Fund enacted for FY 2021 as well as additional reductions in a total amount of \$48 million.

The reductions included in the Two-Year General Fund Budget Plan will be evaluated based on the City's financial condition and may be adjusted as part of the FY 2022 Budget Process.

### SECTION 4. Budgeted Financial Reserves and General Fund Operating Contingency Reserves.

The use of Budgeted Financial Reserves and the General Fund Operating Contingency Reserves will be authorized only after an analysis has been prepared by the City Manager and presented to the City Council that outlines the cost associated with the use of the reserves. The expenditure of funds, if necessary, shall be approved through the adoption of subsequent ordinance(s).

### SECTION 5. Donations & Contributions.

Any donations or contribution the City receives from outside agencies, entities or private individuals during FY 2021 are hereby appropriated and authorized to be spent according to state law, charter requirements and the City's procurement policies and administrative directives.

### SECTION 6. Mayor and City Council Budgets.

The portion of the total recurring City Hall and Constituent Office FY 2021 Budget funding for the eight - month period from October 1, 2020 through May 31, 2021, has been included in the Mayor and City Council Operating Budget, and is available to carry out daily operations of the Mayor and City Council Offices for said period of time.

The remaining portion of the total recurring City Hall and Constituent Office FY 2021 Budget for the four-month period from June 1, 2021 through September 30, 2021, has been included in the Mayor and City Council Operating Budget as a budgeted reserve, as set forth in Attachment 1. The City Manager, through the Director of Office of Management & Budget, shall distribute funds to the FY 2021 budgets for Mayor and City Council and Constituent Offices to support the operations of individual City Hall Offices and City Council Constituent Offices, as needed, once established by the Mayor or City Councilmembers after the May 2021 Election.

- A. **Mayor and City Council - Council Aide Services Budgets.** The Mayor and each Councilmember shall be allocated \$421,410 for the eight-month period from October 1, 2020 through May 31, 2021, and \$210,704 for the four-month period from June 1, 2021 to September 30, 2021 for a total of \$632,114 to contract for Council Aide services in accordance with the provisions of this Section as follows:.

|                                                           | 8-Months<br>(October- May) | 4-Months<br>(June-Sept) | Total FY<br>2021 Budget |
|-----------------------------------------------------------|----------------------------|-------------------------|-------------------------|
| Council Aide Compensation                                 | \$324,000                  | \$162,000               | \$486,001               |
| Payroll Taxes                                             | 24,786                     | 12,393                  | 37,179                  |
| Parking Allowance                                         | 5,376                      | 2,688                   | 8,064                   |
| Vehicle Allowance                                         | 11,200                     | 5,600                   | 16,800                  |
| Cell Phone Allowance                                      | 3,920                      | 1,960                   | 5,880                   |
| Tuition Reimbursement /Student Loan Payment Program       | 7,000                      | 3,500                   | 10,500                  |
| City Matching Contribution to Individual IRA <sup>1</sup> | 18,667                     | 9,333                   | 28,000                  |
| Healthcare Contribution                                   | 26,460                     | 13,230                  | 39,690                  |
| <b>Total</b>                                              | <b>\$421,410</b>           | <b>\$210,704</b>        | <b>\$632,114</b>        |

1) Matching Contribution to an individual IRA which is the responsibility of the employee to establish

The Mayor and each Councilmember may use District Budget Council Aide Funds to contract for the services of no more than the equivalent of seven and a half (7.5) full-time Council Aides to assist them in serving constituents. Council Aides employed full-time can be paid no more than \$116,737.38 for the period from October 1, 2020 through September 30, 2021 in accordance with job classifications as approved through Ordinance 2020-01-30-0065, regardless of the number of Councilmembers that a Council Aide is employed by during FY 2021. Payment for part-time Council Aides shall be paid on a pro-rata basis.

Council Aides are not City Employees, but are contract employees of the Mayor or the individual Councilmember. These Council Aides answer only to the Mayor or Councilmember by whom they are employed, and represent only the respective Mayor's or Councilmember's point of view in serving constituents. Attached hereto and incorporated herein for all purposes, as Attachments 4.A, 4.B, 4.C, 4.D and 4.E, are form contracts and form contract amendments to be utilized in contracting for such services. All contracts entered into pursuant to this subsection must be in substantially the same form and content as shown in the attached.

- B. **Mayor and City Council Compensation.** The Mayor and Councilmember compensation shall be paid in accordance with the terms set forth in Ordinance No. 2015-05-20-0423, and any future amendments approved by subsequent ordinance(s).
- C. **Mayor and City Council Expense, Car, and Cellular Phone Allowance.** The maximum amount available for reimbursement of expenses of the Mayor and each Councilmember, in connection with their official duties, is \$10,000. The maximum reimbursement may not be supplemented with funds from any other budgeted line item. Additionally, the Mayor and each Councilmember may receive a monthly \$70 cellular telephone allowance; and each may have the option of receiving a monthly \$600 car allowance, or reimbursement up to \$600 per month for business mileage, both incurred in connection with their official duties. Guidelines that govern the use and reimbursement procedures for the Mayor and City Council expense allowance are attached hereto and incorporated herein for all purposes as Attachment 5, and are hereby adopted.

In the performance of their official duties, the Mayor and Councilmembers may need the City to contract for facilities to hold City-wide or Council District events. Subject to the review and recommendation of the City Attorney's Office, authorization to execute such contracts is granted to the City Manager, or his designee, as long as it follows current City of San Antonio procurement policies and is within the budgeted expense allowance.

Budgeted funds for establishment and operation of Constituent Office(s) shall be made available for expenditure, should establishment of such an office be desired by the Mayor or a Councilmember. All expenditures made from budgeted funds for payment of City Council Constituent Office rental contracts must be approved by the City Council through the adoption of subsequent ordinance(s).

## **SECTION 7. City Council Project Funds.**

The amount of \$50,000 is hereby allocated in the Mayor and City Council Budget within the General Fund for the Mayor and each Councilmember for City Council Projects. The City Council Project Funds shall be spent in accordance with Ordinance No. 2013-11-07-0761. The City Manager, or his designee, is authorized to execute City Council Project Contracts, in substantially the same form and content as shown in Attachment 6, which is incorporated herein for all purposes.

## **SECTION 8. Outside Agency Contracts.**

The City Manager, or his designee, is authorized to make payment to the following outside agencies in accordance with the FY 2021 Budget, and their respective contracts, as provided below.

- A. **Delegate Agency Contracts.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute Delegate Agency Contracts, in substantially the same form as shown in Attachment 7, and with such revisions as are first approved by the City Attorney's Office, with each of the Delegate Agencies and for the amounts indicated in Attachment 8, and to incorporate as attachments to the contracts, the project-specific scope of work, performance measures and budgets. Furthermore, the City Manager or his designee is authorized to amend contracts to allocate or reallocate funding to other entities set forth on Attachment 8 if an entity is unable to provide the service indicated, fails to comply with the document submission prerequisites or requires additional funding to address the increased needs of the community. A combined amount not to exceed \$338,277 is authorized to be added to the delegate agency contracts with YWCA (\$48,277), Urban 15 Group (\$10,000), OASIS (\$50,000), Heritage Festival of San Antonio (\$30,000), Bihl Haus (\$100,000), and YMCA (\$100,000) for additional project-specific senior services at the City's senior centers, which is consistent with the appropriations set forth in the FY 2021 Budget and included in the Department of Human Services Senior Services budget.

The City Manager, or his designee, is further authorized to reallocate funds from the reserve for delegate agencies to any of the agencies contained in Attachment 8 to address increased needs in the community; provided, however, that the total FY 2021 funding award to any delegate agency cannot exceed that delegate agency's total funding award in FY 2020. The City Manager, or his designee, is also authorized to execute a Delegate Agency Contract, in substantially the same form as shown in Attachment 7, and with such revisions as are first approved by the City Attorney's Office, and in an amount less than \$50,000.00, with an entity not included in Attachment 8.

- B. **Memoranda of Agreements.** The City Manager, or his designee, is authorized to enter into Memoranda of Agreements with educational or community-based organizations for the provision of services at no cost to the City or the City's clients, or for the placement of social-service interns and to pay associated stipends, if required, all for the purpose of enhancing and supporting Department of Human Services (DHS) programs in their homeless outreach efforts.
- C. **After School Challenge Program Contracts.** The City Manager, or his designee, is authorized to negotiate and execute After School Challenge Program contracts, in a form first approved by the City Attorney's Office, with each of the governmental entities shown in Attachment 8 for the amounts indicated therein. Additional amounts are authorized to be allocated to the San Antonio Independent School District (\$100,000) and North East Independent School District (\$44,500) to provide After School Challenge Program services. The additional allocation is consistent with the appropriations set forth in the FY 2021 Budget.
- D. **Haven for Hope Funding.** The FY 2021 Budget includes a total allocation of \$8,644,128 in General Fund and Grant Funds to support the Haven for Hope campus. Contracts with Haven for Hope of Bexar County and Center for Health Care Services are authorized under Sections 7.C. and 7.D., respectively; all other Haven for Hope-related contracts are authorized under Section 7.A. of this Ordinance.

The City's contribution and payment of any City annual operating funds—including General Fund, Restricted Funds, and Grant Funds—to Haven for Hope of Bexar County shall be contingent upon the

City Manager's, or his designee's, continued seat on the Haven Board of Directors as an ex-officio, non-voting Director.

Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a FY 2021 Funding Amendment, in substantially the same form as shown in Attachment 9, for the amount of \$ 5,075,609 to Haven for Hope of Bexar County. Of the \$5,075,609, \$4,638,887 is comprised of the annual \$1.5 million allocation for Operations; \$1,103,916 for Courtyard Security and Janitorial Services; \$1,112,971 for Courtyard Operations; and \$922,000 for Residential and Support Services from the General Fund. The remaining \$436,722 is comprised of \$150,000 for Veteran's Homeless Outreach Services; \$236,722, for the Direct Referral Program from General Fund; and \$50,000, for the Outreach Program from CDBG Funds. The City Manager, or his designee, is further authorized to incorporate, as attachments to the contract amendment, project-specific performance measures, budgets, and other project related attachments.

- E. **Center for Health Care Services (Restoration Center and Integrated Treatment Program).** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract in substantially the same form as shown in Attachment 10, with Center for Health Care Services for the amount of \$2,166,217, comprised of \$1,250,000, for operation of the Restoration Center and \$916,217 for the Integrated Treatment Program, and to incorporate, as attachments, a project-specific scope of work, performance measures and a budget.

- F. **San Antonio Education Partnership (SAEP) Scholarship & Outreach Program.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract, in substantially the same form as shown in Attachment 11, with SAEP for the amount of \$2,477,814 for the scholarship and outreach program. The contract will incorporate, as attachments, a project-specific scope of work, performance measures and a budget.

**San Antonio Education Partnership Board of Directors.** For so long as the City Council contributes funding to the San Antonio Education Partnership ("SAEP"), the City requires the Director of the Human Services Department or other City Manager designee to serve in an official, non-voting position on SAEP's Board of Directors. The City finds that there is no conflict of interest in such service.

- G. **San Antonio Education Partnership (SAEP) cafecollege Operations.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract, in substantially the same form as shown in Attachment 12, with SAEP in the amount of \$900,680 for the extension for Café College Operations. The contract will incorporate, as attachments, a project-specific scope of work, performance measures, and a budget.
- H. **San Antonio Education Partnership (SAEP) Upgrade Program.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract, in substantially the same form as shown in Attachment 13, with SAEP for Project Upgrade in the amount of \$69,000. The contract will incorporate, as attachments, a project-specific scope of work, performance measures and a budget.
- I. **Carver Community Cultural Center 2021 Performance Season and Related Policies and Contracts.**

**Performance Season Contracts:** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a performance contract with each of the performers/ management

companies shown in Attachment 14 for the amounts indicated therein, or with comparable artists or substitute contractors, if services cannot be accomplished by any of the artists/contractors shown in Attachment 14. The City Manager, or his designee, is authorized to negotiate and execute any related and necessary technical production services contracts and theater license agreements as needed to produce artist performances listed in the 2021 season and for the use of the Carver Community Cultural Center. The form and content of contracts are set forth in Attachments 15 and 16 and are hereby approved. The City Attorney, or his designee, shall determine the appropriate contract the managing department shall use.

**Carver License Fee:** A license fee schedule, attached hereto as Attachment 17, and facility use policies, attached hereto as Attachment 18, for the Carver Community Cultural Center are hereby approved and shall be followed when entering into the agreements set forth in this Ordinance.

**Carver Budget:** A transfer of funds in the amount of \$327,627 from the Arts & Cultural Fund and up to \$121,573 from the Carver Community Cultural Center Trust Fund to the Organizational Support Project is hereby authorized. Acceptance of a payment from the Carver Development Board in the amount of \$51,000 is also authorized and appropriated. The City Manager, or his designee, is further authorized to execute any and all necessary documents to effectuate acceptance of funds from the Carver Development Board. There are a total of 14 authorized positions at the Carver. Of the 14 positions, seven are funded by the General Fund and seven positions are funded through the special revenue fund. The budget attached hereto as Attachment 19 and the personnel complement of seven (7) employees attached hereto as Attachment 20 is approved and adopted.

- J. **Avenida Guadalupe Association.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 21, with Avenida Guadalupe Association for an amount not to exceed \$142,000, which is consistent with the appropriations set forth in the FY 2021 Budget.
- K. **BioMed SA.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 22, with BioMed SA for the amount of \$100,000, which is consistent with the appropriations set forth in the FY 2021 Budget.
- L. **San Antonio Metropolitan Partnership for Energy (Build San Antonio Green).** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 23, with San Antonio Metropolitan Partnership for Energy for the amount of \$85,000, which is consistent with the appropriations set forth in the FY 2021 Budget.
- M. **San Antonio Zoological Society.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 24, with San Antonio Zoological Society in the amount of \$306,597 from the Hotel Occupancy Tax Fund, for operations, which is consistent with the appropriations set forth in the FY 2021 Budget.
- N. **Arts and Cultural Agencies.** Subject to Section 23 of this Ordinance, the Director of the Department of Arts & Culture, or designee, is authorized to execute an Arts Agency Contract with each of the Art and Cultural Agencies shown in Attachment 25 for the amounts indicated. The form and content of each type of Art Agency Contract, set forth in Attachment 26, 27 and 28 is approved. The City Attorney

shall determine the appropriate form for each Agency. The authority to execute these documents extends for sixty days from the approval of this Ordinance. Any remaining funds not contracted for after such sixty-day period and funds not expended due to contract noncompliance may be reprogrammed for use by the Arts and Culture Department in accordance with City policies and guidelines.

- O. **University of Texas at San Antonio - College Pre-Freshman Engineering Program.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract in substantially the same form as shown in Attachment 29, with the University of Texas at San Antonio for the amount of \$48,637, to provide resources for an academic enrichment program targeting students pursuing engineering or science, and to incorporate as attachments a project-specific scope of work, performance measures and a budget.
- P. **CPS Energy - Green Shade Tree Rebate Program.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 30, with City Public Service (CPS) in the amount of \$35,000 from the Tree Mitigation and Preservation Fund, for the Green Shade Tree Rebate Program, which is consistent with the appropriations set forth in the FY 2021 Budget.
- Q. **SA2020.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 31, with SA2020 in an amount not to exceed \$150,000, which is consistent with the appropriations set forth in the FY 2021 Budget.
- R. **San Antonio Public Library Foundation.** Subject to Section 23 of this Ordinance, the City Manager, or her designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 32, with the San Antonio Book Festival in an amount not to exceed \$190,028 with \$150,000 from the General Fund as well as \$40,028 from the Hotel Occupancy Tax Fund as included in Section 8(L) and Attachment 24, to support the annual Book Festival, which is consistent with the appropriations set forth in the FY 2021 Budget.
- S. **San Antonio Botanical Garden Society.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 33, with San Antonio Botanical Garden Society in the amount of \$1,200,000 for operations, which is consistent with the appropriations set forth in the FY 2021 Budget.
- T. **San Antonio Parks Foundation.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 34, with San Antonio Parks Foundation in the amount of \$100,000 for operations, which is consistent with the appropriations set forth in the FY 2021 Budget.
- U. **Northeast Corridor Enhancement Matching Grant Program.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract in substantially the same forms as shown in Attachment 35, respectively, with grantees for an amount not to exceed \$50,000 each, and to incorporate, as attachments, a project-specific scope of work and a budget.
- V. **San Antonio Economic Development Corporation (SAEDC).** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 36, with the San Antonio Economic Development

Corporation for the amount of \$200,000 to fund the day to day operation of SAEDC, which is consistent with appropriations set forth in the FY 2021 Budget.

- W. **Green Spaces Alliance of South Texas.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 37, with Green Spaces Alliance of South Texas in the amount of \$50,000 for the Community Gardens Program, which is consistent with the appropriations set forth in the FY 2021 Budget.
- X. **Family Service Association of San Antonio, Inc.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to add funding to the delegate agency contract with Family Service Association authorized under Section 7.A., in the amount of \$130,000, for the child abuse prevention project in Council District 5, and to incorporate all attachments associated with this project, including a project-specific scope of work, performance measures and budget.
- Y. **DreamVoice, LLC.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract in substantially the same form as shown in Attachment 38, with DreamVoice LLC for the implementation of DreamWeek, in the amount of \$100,000 from the General Fund, which is consistent with the appropriations as amended in the FY 2021 Budget.
- Z. **South Alamo Regional Alliance for the Homeless (SARAH).** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract in substantially the same form and content as shown in Attachment 39, with SARAH for an amount up to \$125,000, to provide Continuum of Care Coordination and contract administration for SARAH and to incorporate all attachments, including a project-specific scope of work, performance measures and budget.
- AA. **Project Quest.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 40, with Project Quest in the total amount of \$1,500,000, for workforce development activities, incorporating as attachments, a project-specific scope of work, performance measures and a budget.
- BB. **San Antonio for Growth on the Eastside.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 41, with San Antonio for Growth on the Eastside for the amount of \$358,668, comprised of \$258,668 from the General Fund and \$100,000 from the Inner City Incentive Fund, which is consistent with the appropriations set forth in the FY 2021 Budget. The contract will incorporate a project budget and scope of work.
- CC. **San Antonio for Growth on the Eastside (Sustainability Collective Impact Coordinating Entity).** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a funding agreement in substantially the same form as shown in Attachment 42, with San Antonio for Growth on the Eastside to serve as the EastPoint Neighborhood Sustainability Collective Coordinating Entity for the amount of \$114,000, annually through FY 2024, which is consistent with the appropriations set forth in the FY 2021 Budget, and to incorporate as attachments, a project-specific scope of work, budget and metrics.
- DD. **LiftFund.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 43, with

LiftFund Inc for the amount not to exceed \$250,000 for LiftFund Loan Buydown Program, which is consistent with the appropriations set forth in the FY 2021 Budget.

- EE. **VIA Metropolitan Transit for Bus Service Enhancements.** Subject to Section 23 of this Ordinance, the City Manager or designee is authorized to negotiate and execute the First Amendment (Amendment) to the Interlocal Funding and Service Agreement with VIA Metropolitan Transit For Service Improvements (ILA) containing terms and conditions substantially as shown in Attachment 44, and/or such other terms and conditions as are approved in advance by the Office of the City Attorney. Under the Amendment, funding in FY 2021 in the amount of \$10,000,000 will be used by VIA for a period of one year only to (1) support basic bus services throughout the City and (2) to the extent possible, towards the continuation of the frequency improvements and travel time and travel capacity improvements on 18 specific routes and corridors implemented in FY 2018 and FY 2019 under the ILA. The Amendment also requires VIA to provide not less than one presentation to City Council during FY 2021. The VIA report/presentation will be scheduled and presented on the same date as the City Staff presentation of the FY 2021 Mid-Year Budget Review to the City Council. If the Amendment is not completely negotiated, executed and delivered within 90 business days (as defined in City of San Antonio Administrative Directive 4.37) after the effective date of this Ordinance, City Council approval evidenced by adoption of a subsequent Ordinance shall be required.
- FF. **San Antonio Independent School District ("SEAD Program").** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a one-year agreement, in substantially the same form as shown in Attachment 45, with the San Antonio Independent School District in the amount of up to \$139,030 to implement the use of the SEAD (Social, Emotional and Academic Development) Rhythm application, to provide students with assessment of student needs through health and wellness activities which is consistent with the appropriations set forth in the FY 2021 Budget and Coronavirus Aid, Relief and Economic Security Act (CARES Act) funding.
- GG. **Southwest Independent School District.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 46, with Southwest Independent School District in the amount of \$25,000 for the Learn to Swim Program, which is consistent with the appropriations set forth in the FY 2021 Budget.
- HH. **South San Antonio Independent School District.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement, in substantially the same form and content as shown in Attachment 47, with South San Antonio Independent School District in the amount of \$25,000 for the Learn to Swim Program, which is consistent with the appropriations set forth in the FY 2021 Budget.
- II. **Local Initiatives Support Corporation (Affordable Housing Programs).** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement in substantially the same form and content as shown in Attachment 48, with Local Initiatives Support Corporation in an amount up to \$250,000 to provide consulting services, technical assistance, public outreach and other services in support of affordable housing in the City of San Antonio, to commit capital to support community development real estate projects in the City of San Antonio. The agreement for the affordable housing programs is a five-year commitment through FY 2025.
- JJ. **Local Initiatives Support Corporation (Community Connector Program).** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to negotiate and execute an

agreement with Local Initiatives Support Corporation in an amount up to \$200,000 containing terms and conditions approved in advance by the Office of the City Attorney to implement a Community Connector Project in San Antonio, specifically in District 5 by training and supporting community members with the help of partner neighborhood nonprofit organizations who will serve as conduits of information, collaboration, and sustained engagement with residents which is consistent with the appropriations set forth in the FY 2021 Budget. If the agreement is not completely negotiated, executed and delivered within 90 business/calendar days (as defined in City of San Antonio Administrative Directive 4.37) after the effective date of this Ordinance, City Council approval evidenced by adoption of a subsequent Ordinance shall be required.

- KK. Young Men's Christian Association ("YMCA") of Greater San Antonio.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a one-year contract, in substantially the same form as shown in Attachment 49, with the YMCA of Greater San Antonio in the amount of \$80,000 in connection with the redesign of the Siclovia program to include two neighborhood Siclovia pilot events, which is consistent with the appropriations set forth in the FY 2021 Budget.
- LL. Southside First Economic Development Council.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to negotiate and execute an agreement in substantially the same form and content as shown in Attachment 50, with Southside First in the amount of \$100,000 to provide economic development programming, consistent with appropriations set forth in the FY 2021 Budget.
- MM. Westside Development Corporation.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a contract, in substantially the same form and content as shown in Attachment 51, with Westside Development Corporation for the amount of \$358,668, of which \$258,668 is funded from the General Fund and up to \$100,000 from the Inner City Incentive Fund, which is consistent with the appropriations set forth in the FY 2021 Budget. The contract will incorporate a project budget and scope of work.
- NN. Cesar E. Chavez Legacy and Education Foundation.** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute an agreement in substantially the same form and content as shown in Attachment 52, with Cesar E. Chavez Legacy & Education Foundation in an amount not to exceed \$75,000 to undertake a community march.
- OO. Triple P America, Inc. ("Triple P Program").** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to negotiate and execute an agreement with Triple P America, Inc. in an amount up to \$250,000 containing terms and conditions approved in advance by the Office of the City Attorney for the San Antonio Metropolitan Health District's Violence Prevention Program to implement the Triple P Parenting Program to support positive parenting and reduce child abuse which is consistent with the appropriations set forth in the FY 2021 Budget. If the agreement is not completely negotiated, executed and delivered within 90 business days (as defined in City of San Antonio Administrative Directive 4.37) after the effective date of this Ordinance, City Council approval evidenced by adoption of a subsequent Ordinance shall be required.
- PP. Healthy Corner Store Program**

- A.) Big State Produce (Healthy Corner Stores Project Professional Service Agreement).** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a one-

year Professional Services Agreement with Big State Produce with four (4), one (1)-year options to renew, in substantially the same form as shown in Attachment 53, in a total amount of up to \$335,000 inclusive of renewals in connection with improving community health outcomes by increasing access to healthy foods, including fresh fruits and vegetables, within the corner stores that are already part of the local San Antonio landscape, which is consistent with the appropriations set forth in the FY 2021 Budget.

**B.) Healthy Corner Stores Project Memorandum of Agreement (Corner Stores MOA).** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to execute a one-year Memorandum of Agreement with corner stores located in San Antonio, in substantially the same form as shown in Attachment 54, in connection with improving community health outcomes by increasing access to healthy foods, including fresh fruits and vegetables, within the corner stores that are already part of the local San Antonio landscape, which is consistent with the appropriations set forth in the FY 2021 Budget.

**QQ. American Gateways / Texas RioGrande Legal Aid, Inc. / Refugee and Immigrant Center for Education and Legal Services (RAICES).** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to negotiate and execute legal services contracts, in a form first approved by the City Attorney's Office, with American Gateways, Texas RioGrande Legal Aid, Inc. and Refugee and Immigrant Center for Education and Legal Services (RAICES) in a collective amount of \$150,000, and to incorporate all attachments, including a project-specific scope of work, performance measures and budget.

**RR. Alamo Community College District ("Alamo Promise")** Subject to Section 23 of this Ordinance, and the City Manager or his designee is authorized to enter into an Interlocal Agreement with the Alamo Community College District acting by and through the Chancellor or designee for the AlamoPROMISE initiative in in substantially the same form and content as shown in Attachment 55. The City's commitment, not to exceed \$1,141,593 to provide last-dollar scholarships to Alamo Promise Scholars, consistent with appropriations set forth in the FY 2021 Budget.

**SS. San Antonio Food Bank ("Community Culinary Training Kitchen").** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to negotiate and execute an agreement, in a form first approved by the City Attorney's Office, with the San Antonio Food Bank in the amount of \$1,000,000 for the development of the Community Culinary Training Kitchen project, which is consistent with the appropriations set forth in the FY 2021 Budget.

**TT. San Antonio Food Bank (Property Reverter)** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to 1) convey the reverter interest on 5.551 acre tract of real property currently held by the City to the San Antonio Food bank as fee simple owner to allow the San Antonio Food Bank to construct a Culinary Training Kitchen in exchange for fair market value of the reverter interest; and 2) negotiate and execute a contract, in a form first approved by the City Attorney's Office, with the San Antonio Food Bank in the amount not to exceed the fair market value with an understanding that the San Antonio Food Bank will provide for the distribution of meals and food to families and individuals living in San Antonio approximately equal to the fair market value. This is in compliance with Chapter 37 of the City Code and Chapters 272 and 253 of the Local Government Code, the City's reverter interest shall be conveyed to the Food Bank for fair market value. Under Section 272.001(b)(4), the notice and bidding requirements are waived and the Food Bank shall develop the land and provide the City goods and services approximately equal to fair market value by contract.

**UU. Clean Harbors Environmental Services, Inc. (Household Hazardous Waste Disposal)-** Subject to Section 23 of this Ordinance, the City Manager or designee is authorized to execute an Amendment to the Agreement for Household Hazardous Waste Collection, Characterization, Packaging, Transportation, Recycling and Disposal, pursuant to Ordinance No. 2017-09-07-0635, with Clean Harbors Environmental Services, Inc., to increase the annual compensation in an amount up to \$277,090.00, in substantially the same form and content as shown in Attachment 56, to an amount not to exceed \$1,777,090.00 annually, consistent with appropriations set forth in the FY 2021 Budget.

**VV. CentroMed** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to negotiate and execute a funding agreement, in a form first approved by the City Attorney's Office, with CentroMed to fund costs associated with construction and retrofitting of an Elder Care and Wellness Center in exchange for health and/or personal supportive services to seniors in the amount of \$895,000, and to incorporate all necessary attachments, including a project-specific scope of work, performance measures and budget.

**WW. Westside Education & Training Center (WETC) Funds Match** Subject to Section 23 of this Ordinance, the City Manager, or his designee, is authorized to negotiate and execute an agreement, in a form first approved by the City Attorney's Office, with the Westside Education & Training Center in the amount of \$500,000 as part of a capital funding challenge / 1:1 funds match for the expansion of the WETC facility, which is consistent with the appropriations set forth in the FY 2021 Budget.

## **SECTION 9. San Antonio Housing Trust.**

The City of San Antonio Housing Trust was established by City Council Ordinance on September 8, 1988, under a Declaration of Trust to provide affordable housing opportunities for low and moderate income families inside Interstate Highway Loop 410. Pursuant to Declaration, the San Antonio Housing Trust Foundation Inc., a Texas non-profit corporation, is responsible for the administrative support of the operations of the City of San Antonio Housing Trust and Board of Trustees. On September 26, 1991, the San Antonio Housing Trust Foundation Inc. was designated and approved to be the administrative and fiscal agent to the City of San Antonio Housing Trust for disbursement of awards of Trust assistance.

The administrative services contract between the City of San Antonio and the San Antonio Housing Trust Foundation, Inc. for the term beginning October 1, 2020 to September 30, 2021 and the budget is hereby approved. The City Manager, or his designee, is hereby authorized to execute administrative services contract, in substantially the same form and content, as shown in Attachment 57, with San Antonio Housing Trust Foundation, Inc.

## **SECTION 10. Memberships and Dues.**

The City Manager, or his designee, is authorized to pay the following annual membership fees or dues to the following agencies in the amounts indicated below:

|                                                   |           |
|---------------------------------------------------|-----------|
| Alamo Area Council of Governments (AACOG)         | \$104,476 |
| Build San Antonio Green                           | \$ 85,000 |
| Airports Council International (Airport Fund)     | \$ 80,000 |
| San Antonio Mobility Coalition                    | \$ 63,000 |
| Texas Municipal League                            | \$ 60,913 |
| South Central Texas Regional Certification Agency | \$ 50,325 |
| Texas High Speed Rail & Transportation Coalition  | \$ 50,000 |
| US Conference of Mayors                           | \$ 40,235 |

|                                                               |           |
|---------------------------------------------------------------|-----------|
| National League of Cities                                     | \$ 35,000 |
| National Association of City Transportation Officials (NACTO) | \$ 25,000 |
| National Forum for Black Public Administrators                | \$ 15,000 |
| Municipal Leadership Institute                                | \$ 15,000 |
| Government Alliance of Race and Equity                        | \$ 10,000 |
| Organization for World Heritage Cities                        | \$ 10,000 |
| Alliance for Innovation                                       | \$ 9,250  |
| Urban Sustainability Directors Network                        | \$ 9,000  |
| ICLEI-Local Governments for Sustainability                    | \$ 5,750  |
| Solid Waste Association of North America (Solid Waste Fund)   | \$ 5,000  |
| National Civic League                                         | \$ 2,500  |
| Local Government Hispanic Network                             | \$ 1,500  |
| United States Green Building Council                          | \$ 1,500  |

Additionally, the City Manager, or his designee, is authorized to execute any necessary documentation with agencies in order to effect membership by the City of San Antonio.

#### **SECTION 11. Employee Holidays.**

- A. Thirteen City holidays are hereby authorized for FY 2021, as set forth in Attachment 58. The final Attendance Incentive Floating Holiday earned by non-exempt civilian employees in FY 2020 must be taken before October 1, 2021 or be forfeited. For FY 2021 the Floating Holiday will be replaced by an additional Family Wellness Leave allocation.
- B. The FY 2021 Holiday Calendar has been modified to close most City facilities from Thursday, December 24, 2020 through Friday January 1, 2021. Civilian employees will be required to use Personal Leave, Annual Leave, or other accrued leave for Monday, December 28<sup>th</sup>, Tuesday, December 29<sup>th</sup> and Wednesday, December 30<sup>th</sup>, 2020. Any departments and/or divisions that will not close due to business need will submit alternative holiday schedules to the Human Resources Department and City Manager's Office prior to October 1, 2020. Once approved, these alternative holiday calendars will be posted and distributed within the impacted departments and/or divisions.
- C. FY 2021 holidays for Uniform Fire and Police Employees are subject to the Fire and Police Employee Relations Act, and shall be in accordance with their respective Collective Bargaining Agreement.
- D. Uniform Fire Department personnel will accrue a thirteenth holiday, designated as the September 11<sup>th</sup> Holiday, in compliance with Texas Local Government Code, Section 142.0013. Since September 11<sup>th</sup> is not a City Holiday, this accrual shall be used in accordance with Fire Department policy.

#### **SECTION 12. Employee Compensation.**

The FY 2021 Civilian pay plan, as set forth in Attachment 59 is hereby approved. The following increases are hereby authorized as adjustments to certain employees' salaries, as provided for below.

- A. **Uniform Fire and Police Employees.** Compensation for Uniform Fire and Police Employees shall be paid in accordance with the terms set forth in their respective Collective Bargaining Agreement.
- B. **City's Entry Wage.** The City's Entry Wage will remain \$15.00 per hour for all regular full-time and part-time civilian employees.

- C. **City Manager's Compensation.** The City Manager's compensation shall be paid in accordance with the terms set forth in Ordinance No. 2019-01-31-0096 and any future amendments approved by subsequent ordinance(s).
- D. **Additional Pay Plan Changes.** Additional changes to the Pay Plan and individual salaries are authorized to be made by the City Manager during the fiscal year. These changes may include, but are not limited to, job classification title additions, deletions or amendments; reclassifications; salary increases; salary range adjustments and additions, provided no additional appropriations are required.

### **SECTION 13. Civilian Employee Health Benefits.**

The City Manager, or his designee, is authorized to amend the City Civilian Employee Health Benefit Plans and set premiums for employee and dependent coverage, provided sufficient funds are appropriated by City Council.

Effective January 1, 2021, the health care coverage plan and contribution split between employer and employee for all full-time civilian City Employees are as provided below:

- A. **Health care coverage for Civilian City Employees hired before January 1, 2009.** Health care coverage for all participating full-time civilian City Employees hired before January 1, 2009 will include three medical plan options, designed to maximize choices in selection of healthcare coverage. Included in these three plan options are the Consumer Driven Health Plan, New Value PPO, and Blue Essentials HMO. Each medical plan has varying deductibles, copayments, coinsurance limits and premiums, as shown in Attachment 60. The cost-sharing goal for healthcare coverage for employees hired before 2009 is to achieve an adequacy of benefits rate of 70%/30%, meaning the City pays 70% of all health care costs and employee pays 30% of all healthcare costs.
- B. **Health care coverage for Civilian City Employees hired after January 1, 2009.** Health care coverage for all participating full-time civilian City Employees hired after January 1, 2009, will include three medical plan options, designed to maximize choices in selection of healthcare coverage. Included in these three plan options are the Consumer Driven Health Plan, New Value PPO plan, and Blue Essential HMO plan. Each medical plan has varying deductibles, copayments, coinsurance limits and premiums, as shown in Attachment 60. The cost-sharing goal for healthcare coverage for employees hired after 2009 is to achieve an adequacy of benefits rate of 67%/33%, meaning the City pays 67% of all health care costs and employee pays 33% of all healthcare costs.

**SECTION 14. Uniform Employee Health Benefits.** Healthcare for Uniform Fire and Police Employees shall follow the terms set forth in their respective Collective Bargaining Agreement.

### **SECTION 15. Civilian Retiree Health Benefits.**

The City Manager, or his designee, is authorized to amend the Civilian Retiree Health Benefits Plan and set premiums for retiree and dependent coverage, so long as sufficient funds are appropriated by City Council.

- A. **Non-Medicare eligible civilian retirees.** Health care coverage for all non-Medicare eligible civilian retirees includes the same three medical plans offered to City of San Antonio civilian active employees. Cost sharing for healthcare coverage for retirees employed with the City before October 1, 2007, will be approximately 67%/33% contribution split goal, with the City contributing 67% as shown in Attachment 61.

Retirees employed by the City on or after October 1, 2007 must have a minimum of 5 years of City service to be eligible for retiree healthcare coverage. For those who become eligible for participation in the Retiree Health Benefits Plan, the City will pay a subsidy based on years of service as follows:

- For employees hired by the City on or after October 1, 2007 and who work for the City for at least five (5) years, but less than ten years, the City will not provide a subsidy; and
- For employees hired by the City on or after October 1, 2007 and who work for the City at least ten (10) years, the City will subsidize retiree health care contributions at 50%.

**B. Medicare eligible civilian retirees.** Healthcare coverage for all Medicare eligible civilian retirees will be provided through a fully insured Medicare Advantage Program. For those who become eligible for participation in the Retiree Health Benefits Plan, the City will pay a subsidy calculated from the Standard PPO plan. The Enhanced PPO plan is a buy-up. The City's subsidy for either plan will be based solely on the Standard PPO plan and years of service. Cost sharing for healthcare coverage for all Medicare eligible civilian retirees employed with the City before October 1, 2007, will be approximately 67%/33% contribution split, with the City contributing 67%.

Medicare eligible civilian retirees employed by the City on or after October 1, 2007 must have a minimum of 5 years of City service to be eligible for retiree healthcare coverage. For those who become eligible for participation in the Retiree Health Benefits Plan, the City will pay a subsidy based on years of service as follows:

- For employees hired by the City on or after October 1, 2007 and who work for the City for at least five (5) years, but less than ten years, the City will not provide a subsidy; and
- For employees hired by the City on or after October 1, 2007 and who work for the City at least ten (10) years, the City will subsidize retiree health care contributions at 50% of the Medicare Advantage Standard PPO Plan.

#### **SECTION 16. TMRS - One-time Annuity Increase.**

- A. On the terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Texas Government Code, as amended, the City hereby elects to allow and to provide for payment of the increases provided for in this Section in monthly benefits payable by the Texas Municipal Retirement System ("System") to retired employees and to beneficiaries of deceased employees of the City under current service annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.
- B. The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.
- C. An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

- D. If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.
- E. The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.
- F. Subject to approval by the Board of Trustees of the System, this Section shall become effective on the 1st day of January, 2021.

**SECTION 17. TMRS Contribution Rate.**

The City hereby elects to enact a contribution rate of 12.35% effective January 1, 2021 for the Texas Municipal Retirement System plan for all active full time employees and retirees. The City Manager, the Chief Financial Officer, or their respective designees, are hereby authorized to execute any and all documents and take all necessary actions to effect contribution rate.

**SECTION 18. Personnel Positions.**

- A. **Civilian Personnel Positions.** The number of City-funded personnel positions (excluding grant funded positions) in all City-funded Departments shall not exceed the total number by indicated fund, as set forth in Attachment 62, unless authorized by subsequent ordinance(s).
- B. Any positions in any Departments, Divisions, Sections, Offices, or Programs which have been funded in previous budgets, but are not contained in the FY 2021 Budget, are hereby abolished.
- C. **October 1, 2020 Police Uniform Positions.** Effective October 1, 2020, the number of uniform Police positions for FY 2021 is fixed by fund and rank as follows:

| Rank                          | General Fund | Grant Funds | Total        |
|-------------------------------|--------------|-------------|--------------|
| Police Officer                | 1,549        | 50          | 1,599        |
| Police Detective-Investigator | 545          | 13          | 558          |
| Police Sergeant               | 248          | 2           | 250          |
| Police Lieutenant             | 50           | 0           | 50           |
| Police Captain                | 22           | 0           | 22           |
| Deputy Chief                  | 6            | 0           | 6            |
| Assistant Chief               | 2            | 0           | 2            |
| Police Chief                  | 1            | 0           | 1            |
| <b>Total</b>                  | <b>2,423</b> | <b>65</b>   | <b>2,488</b> |

**January 1, 2021 Police Uniform Positions.** Effective January 1, 2021, the number of uniform Police positions for FY 2021 is fixed by fund and rank as follows:

| Rank                          | General Fund | Grant Funds | Total        |
|-------------------------------|--------------|-------------|--------------|
| Police Officer                | 1,524        | 50          | 1,574        |
| Police Detective-Investigator | 570          | 13          | 583          |
| Police Sergeant               | 248          | 2           | 250          |
| Police Lieutenant             | 50           | 0           | 50           |
| Police Captain                | 22           | 0           | 22           |
| Deputy Chief                  | 6            | 0           | 6            |
| Assistant Chief               | 2            | 0           | 2            |
| Police Chief                  | 1            | 0           | 1            |
| <b>Total</b>                  | <b>2,423</b> | <b>65</b>   | <b>2,488</b> |

**October 1, 2020 Fire Uniform Positions.** Effective October 1, 2020, the number of uniform Fire positions for FY 2021 is fixed by fund and rank as follows:

| Rank            | General Fund | Aviation Fund | Total        |
|-----------------|--------------|---------------|--------------|
| Firefighter     | 664          | 15            | 679          |
| Fire Engineer   | 732          | 13            | 745          |
| Lieutenant      | 173          | 2             | 175          |
| Captain         | 119          | 2             | 121          |
| District Chief  | 36           | 0             | 36           |
| Assistant Chief | 6            | 0             | 6            |
| Deputy Chief    | 3            | 0             | 3            |
| Fire Chief      | 1            | 0             | 1            |
| <b>Total</b>    | <b>1,734</b> | <b>32</b>     | <b>1,766</b> |

D. By adoption of this Ordinance, City Council does not intend to alter or amend the powers or authority granted by the City Charter to otherwise make personnel decisions and to take personnel action.

**SECTION 19. FY 2021 – FY 2026 Capital Improvements Program.** The expenditure of FY 2021 through FY 2026 Capital Improvements Program Funds, as set forth in Attachment 1, as amended by Attachment 2, is hereby approved.

The budgets for capital projects listed in Attachment 63 are hereby appropriated consistent with the Six Year FY 2021 - FY 2026 Capital Improvements Program. Should any project within the Capital Improvements Program be funded by bond proceeds, the appropriation of the proceeds of each future year beyond FY 2021 are contingent upon the sale of such issuance, the sale of which is subject to approval through the adoption of subsequent ordinances(s) and receipt of funds therefrom.

#### **SECTION 20. Five-Year Infrastructure Management Program**

The Five-Year Infrastructure Management Program for FY 2021 – FY 2025 (Street Maintenance, Alley Maintenance, Drainage Maintenance, Sidewalks, Traffic Signals, Pavement Markings, and Advanced Transportation District Improvements), its base funding level for FY 2021, and its associated policies, are hereby approved as part of the FY 2021 Budget as set forth in Attachment 64.

**SECTION 21. Budget Document Filing.**

The City Manager shall cause the FY 2021 Budget and a copy of this Ordinance to be filed with the City Clerk and the County Clerk of Bexar County, as required by the City Charter and the Texas Local Government Code.

**SECTION 22. Conflict Provisions.**

Any discrepancy between this Ordinance and Attachment 1 through Attachment 64 shall be resolved in favor of this Ordinance. Any conflict between this Ordinance and any prior ordinances shall be resolved in favor of this Ordinance.

**SECTION 23. Ethics Disclosure.**

Section 2-59 of the City Code of San Antonio, Texas (Ethics Code) requires all individuals and business entities seeking a discretionary contract from the City to disclose certain information in connection with the proposal.

For those agencies in Section 7 that receive funding through a discretionary contract which have not complied with the disclosure requirements set out in Section 2-59 of the Ethics Code, funds will be appropriated through this Ordinance but not considered for expenditure until such time as the agency has fully complied with the disclosure requirements. In the event of such noncompliance, authority to execute the respective contract shall be granted through subsequent ordinance.

**SECTION 24. Severability.**

If any provision, clause or Section of this Ordinance is held invalid, illegal or unenforceable under present or future federal, state or local Constitution or laws, including, but not limited to, the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the City Council that such invalidity, illegality or unenforceability shall not affect any other provision, clause or Section hereof and that the remainder of this Ordinance shall be construed as if such invalid, illegal or unenforceable provision, clause or Section was never contained herein.

**SECTION 25. Headings.**

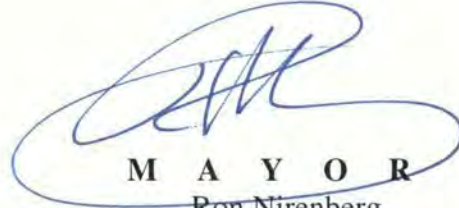
The heading of any Section of this Ordinance does not limit or expand the meaning of that Section.

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**SECTION 26. Effective Date.**

Except as otherwise provided above, this Ordinance shall take effect on October 1, 2020.

***PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF SEPTEMBER, 2020.***



**M A Y O R**  
Ron Nirenberg

**ATTEST:**

**APPROVED AS TO FORM:**



Tina Flores, City Clerk



Andrew Segovia, City Attorney

Rn

**APPROVED AS TO FUND:**



Erik J. Walsh, City Manager

# CITY COUNCIL MEETING

## VOTE SLIP

Item # 4A - Main Motion

DATE: September 17, 2020

Enactment No:

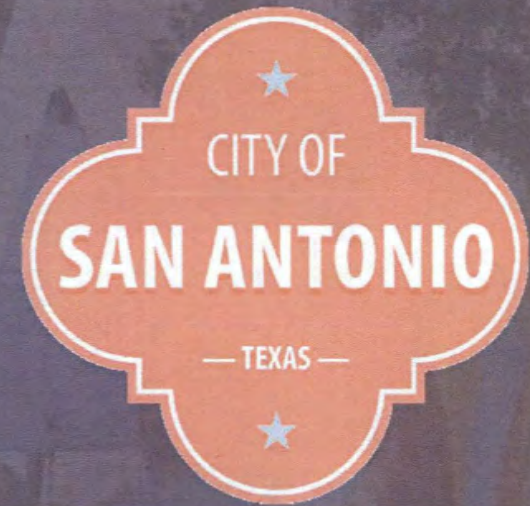
2020-09-17-0641

| NAME                                   | MOTION | SECOND | Recuse | AYE | NAY | ABSENT |
|----------------------------------------|--------|--------|--------|-----|-----|--------|
| Roberto C. Treviño<br>DISTRICT 1       |        |        |        | X   |     |        |
| Jada Andrews-Sullivan<br>DISTRICT 2    |        |        |        | X   |     |        |
| Rebecca J. Viagran<br>DISTRICT 3       | X      |        |        | X   |     |        |
| Dr. Adriana Rocha Garcia<br>DISTRICT 4 |        |        |        | X   |     |        |
| Shirley Gonzales<br>DISTRICT 5         |        | X      |        | X   |     |        |
| Melissa Cabello Havrda<br>DISTRICT 6   |        |        |        | X   |     |        |
| Ana E. Sandoval<br>DISTRICT 7          |        |        |        | X   |     |        |
| Manny Peláez<br>DISTRICT 8             |        |        |        | X   |     |        |
| John Courage<br>DISTRICT 9             |        |        |        | X   |     |        |
| Clayton H. Perry<br>DISTRICT 10        |        |        |        | X   |     |        |
| Ron Nirenberg<br>MAYOR                 |        |        |        | X   |     |        |

COMMENTS: Motion Prevailed

# PROPOSED FY 2021 OPERATING & CAPITAL BUDGET

City Council "A" Session  
September 17, 2020



Presented by City Manager Erik Walsh



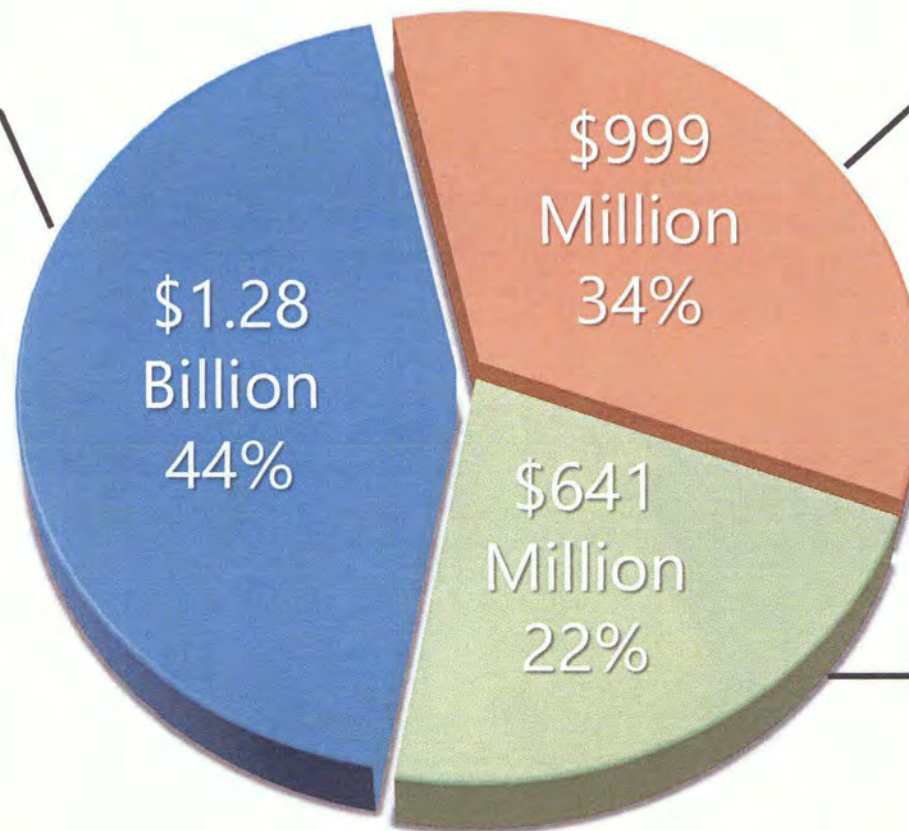
# FY 2021 Budget

- Balanced despite economic uncertainty
- Lower than FY 2020 by \$4.4 Million
- Strategic investments in public health, homeless, housing, and mental health
- Police
- Resumes historic investments in streets and sidewalks
- Guided by maintaining services to community and avoiding city employee layoffs

# FY 2021 Proposed Budget \$2.9 Billion

## General Fund

Supports most basic City services: Police, Fire, Streets, Metro Health, Parks, Human Services



## Restricted Funds

- Airport Fund
- Development Services
- Hotel Occupancy Tax
- Solid Waste
- Storm Water
- Grant/CARES

## Capital Budget

- 2017 Bond Programs
- Airport Projects

# Conclusion

- Economic Uncertainty remains
- \$49 Million in Budget Cuts included in FY 2022 to keep budget balanced
- Continue strong financial management
  - Monthly financial monitoring
  - Quarterly updates to City Council
- Focus on response and recovery programs
- City team committed to continuing service to the community

# PROPOSED FY 2021 OPERATING & CAPITAL BUDGET

City Council "A" Session  
September 17, 2020



Presented by City Manager Erik Walsh

