MEETING AMENDED AGENDA
City Council
REGULAR SESSION CITY COUNCIL
April 6, 2021

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

CITY OF SCHERTZ CORE VALUES
Do the right thing
Do the best you can
Treat others the way you want to be treated
Work cooperatively as a team

AMENDED AGENDA
TUESDAY, APRIL 6, 2021 at 6:00 p.m.

City Council will hold its regularly scheduled meeting at 6:00 p.m., Tuesday, April 6, 2021, at the City Council Chambers. In lieu of attending the meeting in person, residents will have the opportunity to watch the meeting via live stream on the City's YouTube Channel.

Call to Order

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

Presentations

- 2020 Achievement of Library Excellence Award - Presentation regarding the Texas Municipal Library Directors Association Excellence Award. (M. Browne/B. James/M. Uhlhorn)

Proclamations

- Proclamation recognizing the Month of the Military Child. (Mayor/J. Cofee)
- Proclamation recognizing Sexual Assault Awareness Month. (Mayor/A. Story)
- Proclamation recognizing Alcohol Awareness Month. (Mayor/A. Alston/V. Adams)

Employee Recognition

- EMS - Administrative Assistant, Adriana Rutledge; EMT's Levi Flickinger, James Garcia, Michael Koerner; EMS Paramedic Tyler Wilson (C. Kelm/J. Mabbitt)
- City Secretary - Deputy City Secretary, Sheila Edmondson. (Mayor/B. Dennis)
- Planning & Community Development, Planner 1, James May. (B. James/L. Wood)
- Utility Billing - Utility Billing Clerk, Charis Kempen. (B. James/J. Walters/D. Hardin-Trussell)

City Events and Announcements

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

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, April 5, 2021, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

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

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

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

Consent Agenda Items

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

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of March 23, 2021. (B. Dennis)

2. **Resolution No. 21-R-21** – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with M&C Fonseca Construction Co., Inc. relating to the construction of the F.M. 1103 Sewer Extension Project and authorizing the budget expenditures for the project. (C. Kelm/S. Williams/S. McClelland)

3. **Resolution No. 21-R-26** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (B. James/J. Walters)

4. **Resolution No. 20-R-29** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to sign a Letter of Intent (LOI) with Sterling McCall Ford for the purchase of one (1) new ambulance for Fiscal Year 2021/2022. (C. Kelm/J. Mabbitt)

5. **Ordinance No. 21-S-08-** Consideration and/or action approving an Ordinance by the City Council of the City of Schertz , Texas on a request to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development District (PDD), generally located approximately 1,560 feet north west of the intersection of FM 1518 and Ware-Seguin Road, also known as Bexar County Property Identification Numbers 310073, 310106, 310101, 310105, 310104, 310078, 1157215, 310077, and 310083, City of Schertz, Bexar County, Texas. (B. James / L. Wood / E. Delgado) ***Final Reading***

6. **Resolution No. 21-R-28** - Consideration and/or action approving a Resolution authorizing the revised Bylaws of the Planning and Zoning Commission, and other matters in connection therewith. (B. James / L. Wood / E. Delgado)

7. **Resolution No. 21-R-27** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz Texas authorizing temporary employees to help manage the COVID-19 vaccine clinics. (M. Browne/C. Kelm/K. Long)

8. **Ordinance No. 21-C-09** – Consideration and/or action approving an Ordinance by the City Council of The City of Schertz, Texas amending The Code Of Ordinances of the City of Schertz Chapter 30, Fire Prevention And Protection by amending existing International Codes and adopting New International Codes; Providing for a period of compliance for certain provisions; Providing for severability; Providing for a fine of not more than five hundred dollars ($500.00) for each offense unless said violation is a violation of a regulation governing; fire safety, public health and sanitation; then by a fine of not more than two thousand dollars ($2,000.00) for each offense. ***Final Reading*** (C. Kelm/K. Long)

9. **Resolution No: 21-R-30** - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing a Police Uniform Agreement with Nardis Inc. (C. Kelm / M. Hansen / K. Kallies)

10. **Ordinance No. 21-C-07** - Consideration and/or action approving an Ordinance amending the Schertz Code of Ordinances, Chapter 18, Buildings and Building Regulations, by repealing existing International Codes and adopting new International Codes and adopting the revised Schertz Code of Ordinance, Chapter 18, Building and Building Regulations. ***Final Reading*** (B. James/L. Wood/G. Durant)

11. **Resolution 21-R-31** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an Interlocal Cooperation Contract Agreement with the Texas Parks and Wildlife Department (TPWD), and other matters in connection therewith. (M. Browne/C. Kelm/K. Long)

12. **Boards, Commission and Committee Appointments** - Consideration and/or action appointing Mr. Richard Gonzales to the Historical Preservation Committee. (B. Dennis/Mayor-Council)

13. **Resolution No. 21-R-19** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a contract for bank depository services between the City of Schertz and Schertz Bank and Trust. (M. Browne/B. James/J. Walters)

Discussion and Action Items

14. **Resolution 21-R-25 -** Consideration and/or action approving a Resolution by the City Council of the City of Schertz authorizing the City Manager to amend the Design-Build Agreement with F.A. Nunnelly for the Fleet Maintenance Building Project and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)

15. **City of Schertz Mask Policy** - Discussion and action regarding current mask policy in the City of Schertz and request guidance on extending the current policy to May 4, 2021. (M. Browne/C. Kelm/K. Long)

Public Hearings

16. **Ordinance No. 21-S-11** - Conduct a Public Hearing and consideration and/or action on a request to rezone approximately 25 acres of land from General Business District (GB) and General Business II District (GB-2) to General Business II District (GB-2), generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas. (B. James / L. Wood / E. Delgado) ***First Reading***

17. **Ordinance No. 21-S-12** - Conduct a public hearing and consideration and/or action on a request for a Specific Use Permit to allow Mini-Warehouse / Public Storage on approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas. (B. James / L. Wood / E. Delgado) ***First Reading***

18. **Resolution No. 21-R-22** Conduct a public hearing, consideration and/or action approving a resolution accepting a petition for voluntary annexation of approximately 35.5 acres of land generally located approximately 4,000 feet southeast of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, Bexar County, Texas. (B. James/ L. Wood/ N. Koplyay)

Roll Call Vote Confirmation

Workshop

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

Closed Session

20. The City Council will meet in Closed Session under Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations; Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect. Project E-065

21. The City Council will meet in Closed Session in accordance with Section 551.071 of the Texas Government Code to consult with legal counsel regarding issues related to the JBSA-AACOG ILA task order process.

Reconvene into Regular Session

20a. Take any action based on discussions held in closed session under Agenda Item 20.

21a. Take any action based on discussions held in closed session under Agenda Item 21.

Roll Call Vote Confirmation

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

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

- Recognition of actions by community volunteers

Adjournment

CERTIFICATION

I, BRENDA DENNIS, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 2nd DAY OF APRIL 2021 AT 4:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

BRENDA DENNIS

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

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

The City Council for the City of Schertz reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.

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

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

Mayor Gutierrez	**Councilmember Scagliola – Place 5**
Audit Committee Investment Advisory Committee Main Street Committee	Cibolo Valley Local Government Corporation - Alternate Hal Baldwin Scholarship Committee Interview Committee for Boards and Commissions - Alternate Schertz-Seguin Local Government Corporation

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

Agenda No. 1.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**City Secretary**
Subject:	**Minutes – Consideration and/or action regarding the approval of the minutes of the regular meeting of March 23, 2021. (B. Dennis)**

BACKGROUND

The City Council held a Regular City Council meeting on March 23, 2021.

RECOMMENDATION

Recommend Approval.

Attachments

03-23-2021 Draft Min

D R A F T

MINUTES
REGULAR MEETING
March 23, 2021

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on March 23, 2021, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present:	Mayor Ralph Gutierrez; Mayor Pro-Tem Jill Whittaker; Councilmember Mark Davis; Councilmember Rosemary Scott; Councilmember Michael Dahle; Councilmember David Scagliola; Councilmember Allison Heyward
Absent:	Councilmember Tim Brown
City Staff:	City Manager Dr. Mark Browne; Assistant City Manager Brian James; Assistant City Manager Charles Kelm; City Attorney Daniel Santee; City Secretary Brenda Dennis; Assistant to the City Manager Sarah Gonzalez; Deputy City Secretary Sheila Edmondson
Attendees:	Johnie McDow - Chair Parks & Recreation, Robert Sheridan - Parks Board Member, Reginna Agee - Parks Board Member, Sally Macias - Parks Board Member, Floy Simmons - Parks Board Member, James Garvin - Parks Board Member, Kimberly Smith - Parks Board Member, Shawn Moore - Parks Board Member, Jamie Acevedo - Parks Board Member, Lauren Shrum - Director of Parks & Recreation, Analyse Miranda - Parks Admin Assistant

Call to Order

Mayor Gutierrez call the Special Joint Meeting to order at 5:00 p.m. Parks and Recreation Advisory Board Chair Johnie McDow call the Special Joint Meeting to order at 5:01 p.m.

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

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

Mayor Gutierrez turned over the Joint meeting to Parks and Recreation Advisory Board Chair Johnie McDow.

Hearing of Residents

No one spoke at this time.

Workshop discussion

- **Parks, Recreation & Community Services Department focus and projects**
- **Parks & Recreation Board Priorities**
- **Recreation Center and Pool Operations**
- **Senior Center status and rates**

Chair McDow recognized Lauren Shrum, Director of Parks, Rec. & Community Services who provided a PowerPoint presentation regarding the following items:

- 24 park properties
  - Ashley Park
  - Crescent Bend Nature Park
  - Cut-Off Park
  - Cypress Point Park
  - Heritage Oaks Park
  - Lone Oak Park
  - Mary Whitfield Burkes Park
  - Oak Forest Park
  - Rhine Valley Park
  - Pickrell Park
  - Schertz Community Playscape
  - Schertz Skate Park
  - Schertz Dog Park
  - The Park at Woodland Oaks
  - Wendy Swan Memorial Park
  - Veteran's Memorial Plaza
  - North Center
  - Thulemeyer Park

- Walking trails available
  - Ashley Park Trail
  - Cibolo Creek Primitive Trails
  - Crescent Bend Nature Park Trails
  - Cypress Point Park Trail
  - Forest Ridge Park Trail
  - FM 3009 Sidewalks
  - Gutierrez Xeriscape Park Trail
  - Heritage Oaks Park Trail

- Misty Woods Trail
- Oak Forest Park Trail
- Pickrell Park Trail
- Rhine Valley Park Trail
- Schertz Exercise Trail
- Schertz Parkway Trails
- Wendy Swan Memorial Park Trail

- Recreation Facilities - Contracts
  - Schertz Area Senior Center
  - Schertz Aquatic Center
  - Schertz Recreation Center
- Athletic Fields
  - Johnie McDow Sports Complex
  - Schertz Soccor Complex
  - Thulemeyer Park
- Current staffing and funding
  - 11 FTE's, 1 PTE, 1 seasonal worker
  - $1.5 million Parks & Recreation operating budget
  - $570,000 Pools operating budget
  - City Assistance Fund (Senior Center) $260,000
  - Park Fund
  - Tree Mitigation Fund
  - Bond Funds
  - EDC
- Contracting & Partnerships
  - YMCA of Greater San Antonio - Recreation Center, Aquatic Center, Senior Center, Outdoor Pools
  - Buffalo Valley Youth Association (BVYA)
  - Schertz Youth Soccer Alliance (SYSA)
- Construction Contractors
- Professional Services - Transferring Non Park Properties to Public Works/Facilities: Hal Baldwin Municipal Complex, Fire Stations 2, Fire Station 3 and Commercial Place
- Signage/art work for various parks
- Future Focus - Trails; Regional Parks. Schertz Pedestrian Routes & Bike lane projects.
- Senior Center Status - Rates

•Management Fee $160,236
•Congregate Meal Program $114,000
•Maintenance & Utilities $12,000
•Total per Year = $286,236
• 100% cost recovery = $286,236/1,400 = $204
•$204 per person per year or $17 per month
•Largest Non-Schertz City Usage is Cibolo (23%) = $65,834

Members of the Parks Board provided their comments on the direction and topics discussed. Focus on safety and deferred maintenance, balance with aesthetics, ADA accessibility, New parks and trails - all supported by the Master Plan and citizen surveys.

Ms. Shrum addressed questions from Council and the Parks Board.

Chair McDow opened the floor for citizens to comment. Mr. McDow recognized the following:

- Mr. John Sullivan, 513 Triple Crown, provided his comments regarding the parks projects, trails, amenities, staffing, and YMCA Schertz/Das Rec-New Braunfels rates.

Chair McDow again opened the floor for Council Members and Board Member comments.

Adjournment

Chair McDow adjourned the Joint meeting at 6:44 p.m., followed by Mayor Gutierrez who adjourned the Joint meeting.

Call to Order

Mayor Gutierrez called the Regular Council meeting to order at 6:54 p.m.

Presentations

- **Guadalupe Regional Medical Center** - Prescription Assistance report. (Mayor/Council/J. Riggs)

  Mayor Gutierrez recognized Mr. Jerry Riggs of the Guadalupe Regional Medical Center who provided the Perscription Assistance report addressing questions from Council.

City Events and Announcements

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

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

- Friday, March 26th

Easter Egg-stravaganza
Schertz Aquatic Center, 1:00 PM
Free event
Registration required, call 210.619.1900

- Saturday, March 27th

  Star Party
  Crescent Bend Nature Park, 7:00 PM
  Free event - Info on Schertz.com

- Thursday, April 1st

  Department Head Pre-Budget Retreat
  Schertz Community Center
  9:00 AM – 1:00 PM

- Friday, April 2nd

  Council Budget Retreat
  Schertz Fire Station #3, 11917 Lower Seguin Road
  8:30 AM – 2:00 PM

- Tuesday, April 6th

  Next regular scheduled Council meeting

- Sundays, April 18th through May 23rd

  Adult Kickball League (ages 21 years and older) sponsored by the Schertz Parks & Rec Social League
  Games will be played Sunday evenings from 6-10 PM, April 18th through May 23rd at Thulemeyer Park
  Register online at Schertz.com or call the Parks Department at 210-619-1850 for more information.
  Registration includes a team t-shirt!

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

City Manager Dr. Browne stated that this week's vaccine clinic (March 24 through 26th) will administer 5,000 doses; 1,750 doses each day. He appreciates all the help from the volunteers, staff and Council. He also stated that we sent 2,000 doses to Seguin to assist them with their vaccine clinic.

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

Mayor Gutierrez stated that he wanted to recognize all the volunteers and staff who have put this clinic together. It is quite an accomplishment to administer

1,500 doses a day for three consecutive days.

Hearing of Residents

Residents who choose to watch the meeting via live stream, but who would like to participate in Residents to be Heard, should email their comments to City Secretary, Brenda Dennis, at bdennis@schertz.com by 5:00 p.m. on Monday, March 22, 2021, SO THAT THE CITY SECRETARY MAY READ THE PUBLIC COMMENTS INTO THE RECORD UNDER THE HEARING OF RESIDENTS. In the body of the email please include your name, your address, phone number, agenda item # if applicable or subject of discussion, and your comments.

Mayor Gutierrez recognized the following who spoke:

- Mr. John Sullivan, 513 Triple Crown, thanked the Council for the joint meeting and again mentioned the need for focus on a trail system and YMCA rates.

Consent Agenda Items

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

Mayor Gutierrez read the following items into records:

1. **Minutes** – Consideration and/or action regarding the approval of the minutes of the regular meeting of March 2, 2021 and the minutes of the Special meeting of March 8, 2021. (B. Dennis)

2. **Resolution No. 21-R-20** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz Texas authorizing the execution of the construction contract for the Fire Station No. 2 Access and Drainage Improvements Project with C3 Environmental Specialties, LP, (C3 Environmental) for $210,816.66 and a not to exceed amount of $220,000. (B. James/K. Woodlee/J. Shortess)

3. **Resolution No. 21-R-24** - Consideration and/or action approving a Resolution authorizing an agreement with the developer of the Parklands II Subdivision project for construction of certain Public Improvements. (B. James/K. Woodlee)

4. **Resolution No. 21-R-17** - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing EMS charity care adjustments and other matters in connection therewith. (C. Kelm/J. Mabbitt)

Mayor Gutierrez asked Council if there were any items they wished to be removed for separate action. No items were removed from consent. Mayor Gutierrez call for a motion to approve consent agenda items 1 through 4.

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

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

Passed

Discussion and Action Items

Mayor Gutierrez read the following items into record:

5. **Resolution No. 21-R-23** - Consideration and/or action approving a Resolution accepting the Comprehensive Annual Financial Report - CAFR Fiscal Year 2019-20. (M. Browne/B. James/J. Walters/B. Martin)

Mayor Gutierrez recognized Finance Director James Walters who introduced Ms. Paula Lowe with Pattillo, Brown & Hill L.L.P. (by remote access) who provided an overview of the report regarding the FY2019-20 CAFR. She stated that the Audit Committee met on March 19, 2021 to review the audit findings and financial statement as presented by the auditor, Paula Lowe, CPA, Audit Partner, of Patillo, Brown, and Hill, LLP. Ms. Lowe stated the annual audit provides the community assurance the City is in good financial standing and operating in compliance with generally accepted accounting principals and governmental accounting standards.

Ms. Lowe provided information on their responsibilities in relation to the Financial Statement Audit. She covered several sections from the CAFR and reviewed the financial highlights and statements. She addressed questions from Council.

Finance Director James Walters thanked his team as well as City Manager Dr. Browne who also expressed his thanks to the Finance Department for a job well done.

Moved by Mayor Pro-Tem Jill Whittaker, seconded by Councilmember Allison Heyward to approve Resolution No. 21-R-23.

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

Passed

Public Hearings

Mayor Gutierrez read the following items into record:

6. **Ordinance No. 21-S-08-** Conduct a Public Hearing and consideration and/or action approving an Ordinance by the City Council of the City of Schertz , Texas on a request to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development District (PDD), generally located approximately 1,560 feet north west of the intersection of FM 1518 and Ware-Seguin Road, also known as Bexar County Property Identification Numbers 310073, 310106, 310101, 310105, 310104, 310078, 1157215, 310077, and 310083, City of Schertz, Bexar County, Texas. (B. James / L. Wood / E. Delgado)***First Reading***

   Mayor Gutierrez recognized Senior Planner Emily Delgado who introduced this item stating the applicant is proposing to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development District (PDD), specifically as part of The Crossvine PDD.

   The requested Crossvine PDD 4th Amendment, which is essentially to incorporate an additional 57. 486 aces into The Crossvine PDD - zoned property, will be developed in accordance with the previously adopted The Crossvine Module I design standards, permitting the development of single-family residential lots in the above three use categories.

   Fourteen (14) public hearing notices were mailed to surrounding property owners on January 29, 2021, in relation to the public hearing at the February 10, 2021 Planning and Zoning Commission meeting. A public hearing notice was published in the “San Antonio Express” on March 3, 2021. At the time of this report, staff has received one (1) response in favor, one (1) response opposed, zero (0) responses neutral to, and one (1) response which did not indicate if they were in favor or opposed, just that they would like to attend the meeting. Staff recommends approval.

Mayor Gutierrez opened the public hearing and as no one spoke; closed the public hearing for Council comments. No comments were provided.

Moved by Councilmember David Scagliola, seconded by Councilmember Michael Dahle to approve Ordinance No. 21-S-08 on first reading.

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

Passed

7. **Ordinance No. 21-C-09** – Conduct a Public Hearing and consideration and/or action approving an Ordinance by the City Council of The City of Schertz, Texas amending The Code Of Ordinances of the City of Schertz Chapter 30, Fire Prevention And Protection by amending existing International Codes and adopting New International Codes; Providing for a period of compliance for certain provisions; Providing for severability; Providing for a fine of not more than five hundred dollars ($500.00) for each offense unless said violation is a violation of a regulation governing; fire safety, public health and sanitation; then by a fine of not more than two thousand dollars ($2,000.00) for each offense. ***First Reading*** (C. Kelm/K. Long)

Mayor Gutierrez recognized Chief Kade Long who explained to the Council that Fire Dept staff has determined a need to revise current building and fire codes with regard to fire, building, fuel/gas and electrical requirements. The revisions proposed are intended to ensure the proper construction and life safety of structures built in the City and to follow compliance with the requirements of the Insurance Service Office Inc. as well as Texas Fire Chiefs Best Practices. The Buildings and Standards Commission reviewed the changes proposed at their regular meeting of March 1, 2021 and offered a recommendation of approval.

Mayor Gutierrez opened the public hearing and as no one spoke; closed the public hearing for Council comments. Council spoke on several topics of the proposed changes that included; requiring water sprinklers be added to certain existing businesses and to new homes that are over 5,000sq.ft., possibly removing the language in the proposed amendments about the water sprinklers, discussing the variance process and how the city can work with businesses that would find it challenging to meet the new codes. Councilmember Heyward asked if the language about requiring existing businesses to add water sprinklers could be removed and discussed further. Dr. Browne raised concerns in removing the language and having it appear

the city was complacent if a disaster occurred. Chief Long stated the city would work with businesses in finding other solutions in adding safety changes.

Moved by Councilmember David Scagliola, seconded by Councilmember Michael Dahle

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

NAY: Councilmember Rosemary Scott, Councilmember Allison Heyward

Passed

8. **Ordinance No. 21-C-07** - Conduct a Public hearing and consideration and/or action approving an Ordinance amending the Schertz Code of Ordinances, Chapter 18, Buildings and Building Regulations, by repealing existing International Codes and adopting new International Codes and adopting the revised Schertz Code of Ordinance, Chapter 18, Building and Building Regulations. ***First Reading*** (B. James/L. Wood/G. Durant)

Mayor Gutierrez recognized Ms. Lesa Wood, Director of Planning and Community Development. The City of Schertz Planning and Community Development Department – Inspections Division has determined a need to revise the City adopted building codes regarding sanitation, fire, building, plumbing, mechanical, fuel/gas and electrical requirements. City staff holds monthly contractors' meetings (a short hiatus during COVID) to discuss construction practices and gain input from the development/construction community. Homebuilders, Electricians, Plumbers, Mechanical Contractors, Greater San Antonio Builder Association, and other Professional Individuals have provided input on codes that they feel need to be amended through these meetings.

Mayor Gutierrez opened the public hearing and as no one spoke; closed the public hearing for Council comments. Coucilmember Scagliola commented that the Building and Standards Commission is doing a great work, liked the roundtable discussions that staff had with contractors/builders and streamlining the permit process. Councilmember Dahle stated this is a step in the right direction while maintaining control. Mayor Gutierrez addressed questions regarding the permit process.

Moved by Councilmember Michael Dahle, seconded by Councilmember Mark Davis

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

Passed

Roll Call Vote Confirmation

Mayor Gutirrez recognized City Secretary Brenda Dennis who provided the roll call vote confirmation for agenda items 1 through 8.

Closed Session

Mayor Gutierrez recessed the regular meeting into closed session at 8:52 p.m., and read the following item into record:

9. The City Council will meet in Closed Session in accordance with Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, sale, lease, or value of real property, or real estate needed for acquisition for a Wastewater Line Easement.

Reconvene into Regular Session

Mayor Gutierrez reconvened back into regular session at 9:10 pm.

9a. Take any action based on discussion held in closed session under Agenda Item 9. No action taken.

Information available in City Council Packets - NO DISCUSSION TO OCCUR
Mayor Gutierrez mentioned that agenda items 11 through 13 are informational only items and were provided in their packets as well as can be found on line.

10. Farr West Specialty Vehicle Expenditures-Informational for City Council on expenditures not exceeding $50,000 with Farr West Specialty Vehicles for emergency equipment and installation for patrol fleet vehicles. (C. Kelm/M. Hansen/D. Roman).

11. Quarterly Financial Reports. (B. James/J. Walters)

12. **COVID-19 UPDATE** - Bi-Weekly COVID-19 Update.(C. Kelm/ K.Long/S.Hall)

Requests and Announcements

- Announcements by the City Manager.

  No further announcements.

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

  No updates or information were requested.

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

  No items were requested.

- Announcements by Mayor and Councilmembers:

  - City and community events attended and to be attended
  - City Council Committee and Liaison Assignments (see assignments below)
  - Continuing education events attended and to be attended
  - Recognition of actions by City employees
  - Recognition of actions by community volunteers

  Mayor Pro-Tem Whittaker attended the following events:

  - Ribbon Cutting Caldwell Bank
  - Audit Committee Meeting
  - COVID Clinics
  - Enrolled in the Schertz Citizen's Police Academy

  Councilmember Davis attended the following events:

  - Worked 3 COVID shot clinics in 2 weeks.

  Councilman Dahle attended the following events:

  - Attended the Chamber Luncheon

  Councilmember Heyward attended the following events:

  - Covid Vaccine Phone Bank
  - TML Legislative Update
  - Audit Committee Meeting
  - Tamio Webinar- social Media
  - TML Elected Official Conference
  - TMLI Award Ceremony - received CMO award and recognition for most CEU 106.6
  - NEP luncheon
  - The Chamber -Plaque Presentation for Coldwell Banker Realtor - Bettie Trivetto

- Texas Transportation E-Forum
- 25th Annual Employee Remembrance Day
- BVYA Opening Day Parade and Ceremony

Adjournment

Mayor Gutierrez adjourned the City Council meeting 9:15pm.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, Deputy City Secretary

Agenda No. 2.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Public Works**
Subject:	**Resolution No. 21-R-21 – Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing a contract with M&C Fonseca Construction Co., Inc. relating to the construction of the F.M. 1103 Sewer Extension Project and authorizing the budget expenditures for the project. (C. Kelm/S. Williams/S. McClelland)**

BACKGROUND

At the time of original development, the Walgreens on FM 1103 and Corridor Oaks Road constructed a public sewer main along Corridor Oaks Road in order to meet the development requirement of extending public mains to adjacent properties. Because the sewer main was never extended across the FM 1103 frontage of Walgreens, it creates a difficult situation for developers to connect to the main who are wanting to develop upstream of the property. The topography of this area dictates the properties on the south side of FM 1103 between Fortune Hill and Corridor Oaks Road should be served by this gravity sewer main.

Extending the sewer main to the Corridor Oaks Subdivision will remove one burden on future development along the portion of FM 1103 between Fortune Hill and Corridor Oaks Road. This project will only construct the short (300 L.F.) segment of sewer main between Corridor Oaks Road and the Corridor Oaks Subdivision. Any future extensions of this main will be done by future development as required by the City of Schertz Unified Development Code.

This project was publicly bid using a Lowest Qualified Bidder Method. Two (2) proposals were received for the project. M&C Fonseca Construction Co., Inc. was the lowest bidder and were also lower than the Engineer's Opinion of Probable Cost. City Staff evaluated the M&C Fonseca Construction Co., Inc. proposal and found them to be qualified to complete the project based on their experience on other similar projects. M&C Fonseca Construction Co., Inc. proposed to perform the work for $74,235.00 and City Staff recommends a 10% contingency for the project.

Once the contract is authorized, a notice to proceed is expected to be issued within two to three weeks. The project duration per the contract is 75 days.

GOAL

To obtain authorization from City Council to execute a contract with M&C Fonseca Construction Co., Inc. to complete the construction of the F.M. 1103 Sewer Extension Project.

COMMUNITY BENEFIT

Extending the sewer main to the Corridor Oaks Subdivision allows for future connection to the sewer main for development on FM 1103 between Corridor Oaks Road and Fortune Hill.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 21-R-21 authorizing the City Manager to enter into a contract with M&C Fonseca Construction Co., Inc., in an amount not to exceed $81,659.00 for the construction of the F.M. 1103 Sewer Extension Project.

FISCAL IMPACT

This contract is being funded from Water and Sewer Reserve Fund savings realized on the Corbett Elevated Storage Tank Project.

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-21 authorizing the City Manager to enter into a contract with M&C Fonseca Construction Co., Inc., in an amount not to exceed $81,659.00 for the construction of the F.M. 1103 Sewer Extension Project.

Attachments

Resoluton 21-R-21

Agreement

Location Map

Bid Tabulation

RESOLUTION NO. 21-R-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A CONTRACT WITH M&C FONSECA CONSTRUCTION CO., INC. RELATING TO THE CONSTRUCTION OF THE F.M. 1103 SEWER EXTENSION PROJECT AND AUTHORIZING THE BUDGET EXPENDITURES FOR THE PROJECT.

WHEREAS, the City of Schertz (the "City") has a need to extend the existing sewer main in order to provide ; and

WHEREAS, the City solicited competitive proposals from qualified vendors for constructions services related to the F.M. 1103 Sewer Extension Project; and

WHEREAS, City staff has determined that M&C Fonseca Construction CO., Inc. is qualified to provide such services for the City; and

WHEREAS, City Council authorizes the use of Water and Sewer Reserve Funds for the F.M. 1103 Sewer Extension Project.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver a contract in substantially the same form as Attachment A with M&C Fonseca Construction CO., Inc. for an amount of $74,235.00 with a contingency amount of $7,424.00 for an overall not to exceed amount of $81,659.00.

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of April, 2021

CITY OF SCHERTZ, TEXAS

_____

Ralph Gutierrez, Mayor

ATTEST:

_____

Brenda Dennis, City Secretary

(CITY SEAL)

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Schertz ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: *FM 1103 Sewer Extension*

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Ford Engineering Inc.

3.02 The Owner has retained the City of Schertz Engineering Department ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work is expected to be substantially completed within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain

actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:

1. **Six hundred dollars ($600.00) per day** for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
01502	MOBILIZATION	LS	1	$3,250.00	$3,250.00
01570	STORM WATER POLLUTION CONTROL	LS	1	$3,000.00	$3,000.00
01555	TRAFFIC CONTROL AND REGULATION	LS	1	$4,000.00	$4,000.00
01740	SITE RESTORATION (UTILITY CONSTRUCTION)	LF	306	$5.00	$1,530.00
02082	PRECAST MANHOLES (06-6FT DEEP)	EA	1	$7,750.00	$7,750.00
02082	PRECAST MANHOLES (EXTRA DEPTH)	VF	3	$400.00	$1,200.00
02221	REMOVE ASPHALT PAVEMENT (COMPLETE)	SY	87	$105.00	$9,135.00
02221	REMOVE CONCRETE SIDEWALK & DRIVEWAY	SY	27	$45.00	$1,215.00
02221	REMOVE CONCRETE CURBING, CURB & GUTTER	LF	36	$20.00	$720.00
02260	TRENCH EXCAVATION SAFETY PROTECTION	LF	306	$5.00	$1,530.00
02320	FLOWABLE FILL	CY	18	$175.00	$3,150.00
02531	SANITARY SEWER (PVC) (8IN) (COMPLETE) (OPEN CUT)	LF	306	$105.00	$32,130.00

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
02771	CURBING, CURB, & GUTTER	LF	36	$55.00	$1,980.00
02775	CONCRETE SIDEWALK (5 FT)	SY	27	$135.00	$3,645.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					$74,235.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage); and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law, not to exceed 1% per month.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages A-1 to A-7, inclusive).
2. Performance bond (pages PB-1 to PB-3, inclusive).
3. Payment bond (pages PYB-1 to PYB-3, inclusive).
4. General Conditions consisting of 73 pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
5. Supplementary Conditions (pages SC-1 to SC-2, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: FM 1103 Sewer Extension.
8. Addenda (numbers ___ to ___, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages BF-1 to BF-5, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

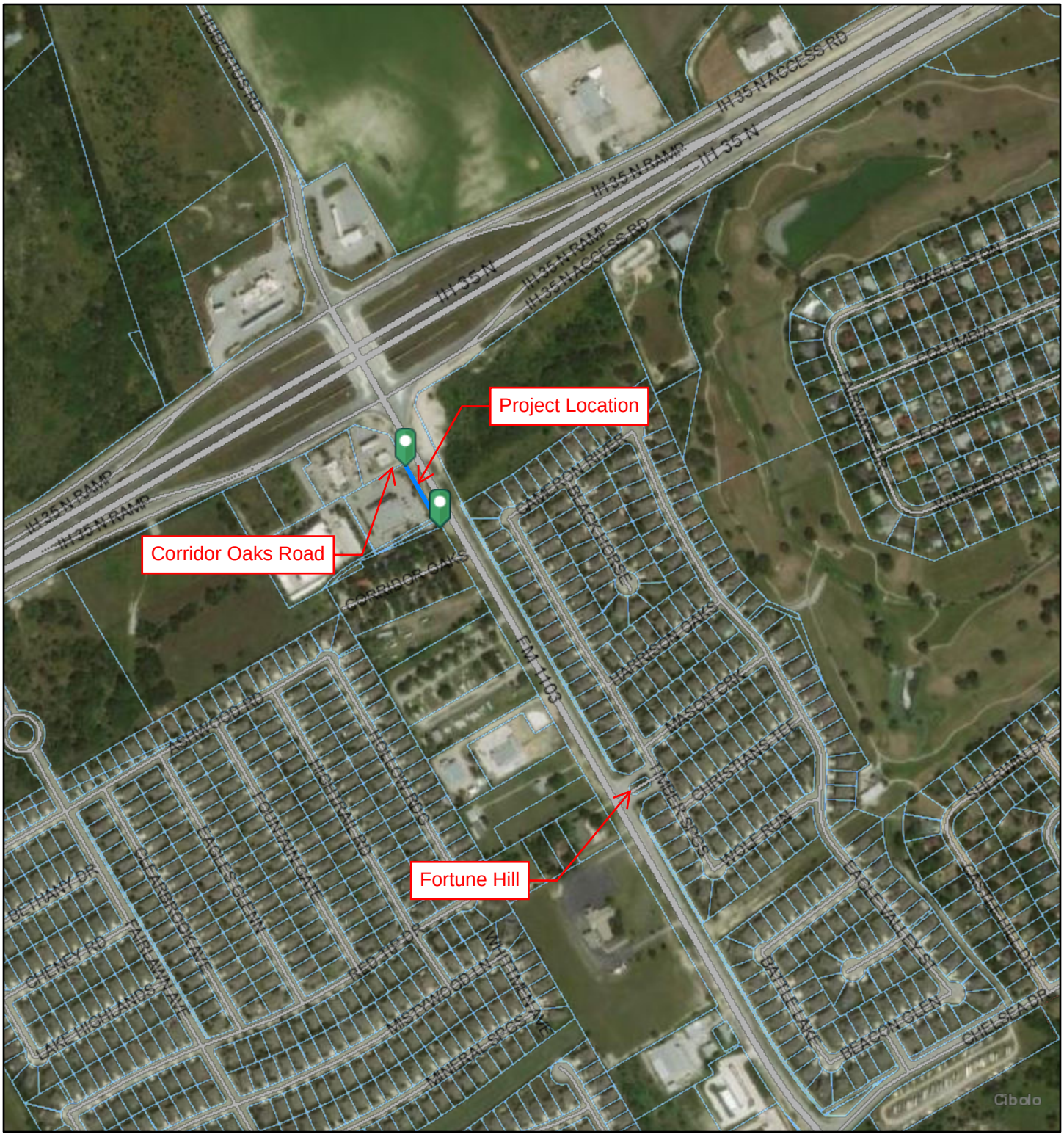
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

FM 1103 Sewer Extension Project



3/12/2021, 1:36:21 PM

1:8,025

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

USDA FSA, GeoEye, Maxar, Esri, HERE, iPC

Public Works

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and

BID TABULATION

BID/RFP#	2021-008	BID/RFP NAME:	FM1103 Sewer Extension Project	BUYER:	JULIE GOHLKE

		VENDOR ONE (1)	VENDOR TWO (2)
	Company Name	RL Jones LP	M&C Fonseca Construction Co Inc
	Point of Contact	Maria Schneider	Jordan Tubig
	Phone Number	210-496-6223	830-596-1741
	Email Address	admin@rljoneslp.com	jordan@mcfonseca.com
	HUB Status		

	Item#	QTY	UOM	Item Price	Extended Price	Item Price	Extended Price
1	MOBILIZATION	1.00	LS	$8,500.00	$8,500.00	$3,250.00	$3,250.00
2	STORM WATER POLLUTION CONTROL	1.00	LS	$500.00	$500.00	$3,000.00	$3,000.00
3	TRAFFIC CONTROL AND REGULATION	1.00	LS	$5,500.00	$5,500.00	$4,000.00	$4,000.00
4	SITE RESTORATION (UTILITY CONSTRUCTION)	306.00	LF	$50.00	$15,300.00	$5.00	$1,530.00
5	PRECAST MANHOLES (0-6FT DEEP)	1.00	EA	$15,500.00	$15,500.00	$7,750.00	$7,750.00
6	PRECAST MANHOLES (EXTRA DEPTH)	3.00	VF	$1,000.00	$3,000.00	$400.00	$1,200.00
7	REMOVE ASPHALT PAVEMENT	87.00	SY	$40.00	$3,480.00	$105.00	$9,135.00
8	REMOVE CONCRETE SIDEWALK AND DRIVEWAY	27.00	SY	$40.00	$1,080.00	$45.00	$1,215.00
9	REMOVE CONCRETE CURBING, CURB AND GUTTER	36.00	LF	$10.00	$360.00	$20.00	$720.00
10	TRENCH EXCAVATION SAFETY PROTECTION	306.00	LF	$10.00	$3,060.00	$5.00	$1,530.00
11	FLOWABLE FILL	18.00	CY	$325.00	$5,850.00	$175.00	$3,150.00
12	SANITARY SEWER (PVC) (8IN) (COMPLETE) (OPEN CUT)	306.00	LF	$178.00	$54,468.00	$105.00	$32,130.00
13	CURBING, CURB, AND GUTTER	36.00	LF	$30.00	$1,080.00	$55.00	$1,980.00
14	CONCRETE SIDEWALK (5FT)	27.00	SY	$125.00	$3,375.00	$135.00	$3,645.00
TOTALS				**VENDOR 1 TOTAL**	**$121,053.00**	**VENDOR 2 TOTAL**	**$74,235.00**

AWARD:	
NOTES:	

Agenda No. 3.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Finance**
Subject:	**Resolution No. 21-R-26 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing EMS debt revenue adjustments, Utility Billing debt revenue adjustments and Schertz Magazine debt revenue adjustments for certain inactive outstanding receivables and other matters in connection therewith. (B. James/J. Walters)**

BACKGROUND

In the EMS, Utility Billing, and Magazine functions, services are provided to customers up front and billing is settled later. Since services are provided before receiving payment, inevitably the City has customers that do not pay for the services provided.

When this occurs, staff reaches out to the customer to try to collect the outstanding payment including follow-up notices and phone calls to try to reach out to the customer to remind them of the outstanding balance and encourage payment. However, the longer the customer account goes without a payment the less likely that any payment will be received.

Once a customer account reaches 180 days without payment, Staff brings those accounts to the City Council to be "written off". This process is an accounting procedure following the Generally Accepted Accounted Principles (GAAP), which lays the framework of accounting practices in the U.S. This designation means it is unlikely those outstanding balances will ever be collected. This leads to an accounting adjustment on the City's Financial Statements to accurately show how much is still outstanding and is reasonable to expect collection.

If a customer's account has been written off, this does not erase or forgive that debt. The city can and does collect some portion of the amount owed by those customers. This can be through the debt collection agency used by EMS or if the customer returns to the City and requests new services through the Magazine or Utility Billing.

The resolution authorizes the debt for these areas that is more than 180 days outstanding as of March 1, 2020, to be written off. These write-offs come before council quarterly and last came before council on January 5, 2021.

Previous Write off Amount:

February 2017:	$621,138.97
June 2017:	$544,944.16
September 2017:	$510,516.01
January 2018:	$510,637.79
March 2018:	$433,427.15
June 2018:	$439,627.14
September 2018:	$521,281.82
December 2018:	$727,307.39
March 2019:	$564,227.77

June 2019:	$580,155.10
September 2019:	$586,664.65
December 2019:	$591,829.90
March 2020:	$616,900.00
June 2020:	$552,157.34
September 2020:	$605,161.66
December 2020:	$467,802.06

GOAL

To approve write-offs of bad debt in accordance with the standards laid out by GAAP.

COMMUNITY BENEFIT

This will show the City's Financial Statements according to national standards and City policy.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution No. 21-R-26 to write off receivables that are older than 180 days.

FISCAL IMPACT

This accounting adjustment will not affect the City’s Budget or financial standing. The amount written off is estimated during the budget process and is accounted for in the revenue estimations and the bad debt expense accounts. The action taken tonight will reduce the amount shown as owed to the City by $403,569.40 and set it equal to the amount seen as still reasonably collectible. The breakdown is as follows:
EMS - $384,997.78
Utility Billing - $18,571.62
Magazine - $0.00

RECOMMENDATION

Staff recommends Council approve Resolution No. 21-R-26.

Attachments

Resolution 21-R-26

RESOLUTION NO. 21-R-26

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EMS DEBT REVENUE ADJUSTMENTS, UTILITY BILLING DEBT REVENUE ADJUSTMENTS AND SCHERTZ MAGAZINE DEBT REVENUE ADJUSTMENTS FOR CERTAIN INACTIVE OUTSTANDING RECEIVABLES AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City maintains quarterly debt revenue adjustments for inactive outstanding accounts; and

WHEREAS, the City Council has determined that it is in the best interest of the City that all inactive outstanding accounts after 180 days nonpayment will be sent to City Council for consideration for write offs.

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

Section 1. The City Council hereby authorizes the write off in the amount and distribution of accounts below:

Function	*Amount*
EMS	$384,997.78
Utility Billing	$18,571.62
Magazine	$0.00
Total	$403,569.40

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

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

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

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be

valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

PASSED AND ADOPTED, this day 6th of April 2021.

CITY OF SCHERTZ, TEXAS

_____
Mayor Ralph Gutierrez, Mayor

ATTEST:

_____
City Secretary, Brenda Dennis

(CITY SEAL)

Agenda No. 4.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Emergency Medical Services**
Subject:	**Resolution No. 20-R-29 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas, authorizing the City Manager to sign a Letter of Intent (LOI) with Sterling McCall Ford for the purchase of one (1) new ambulance for Fiscal Year 2021/2022. (C. Kelm/J. Mabbitt)**

BACKGROUND

The EMS Department currently has a fleet of ten (10) ambulances, six (6) of these ambulances are "front-line" or are in-service at any given time which leaves a reserve fleet of four (4) ambulances. A goal is to have four (4) reserve ambulances to allow our fleet department time to "down" each ambulance for preventative and safety checks. Mileage for these ambulances range from 4,000 to over 183,000 miles:

Ambulance	Year	Mileage as of 3/1/2021
266	2008	120,771
274	2013	183,554
275	2013	174,634
276	2015	168,502
277	2015	147,708
278*	2015	223,416
279	2015	150,001
280	2017	91,924
281	2017	59,189
282	2020	4,430

*OOS - being re-mounted

After coordination with the Fleet Department and in-line with our vehicle replacement program, it was decided to purchase this ambulance from Frazer through Sterling McCall Ford (for the chassis). Frazer is a HGAC Buy Purchasing Cooperative program participant, and the ambulances are built here in Texas.

Like our previous three ambulances, this ambulance will be mounted on a Ford F450 chassis.

Due to COVID-19, ambulance manufacturers have lengthened their build times (mainly due to chassis delays) and to have our ambulance built by January we need to have a Letter of Intent (LOI) signed to save a chassis for the build.

Final purchase will be dependent on final approval of the FY22 budget.

GOAL

Authorizing the City Manager to sign a Letter of Intent (LOI) with Sterling McCall Ford for the intent to purchase one (1) new ambulance for FY22.

COMMUNITY BENEFIT

The items purchased from Frazer are in support of EMS response to the communities served.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approving the attached Letter of Intent (LOI) authorizing the City Manager to sign a Letter of Intent (LOI) with Sterling McCall Ford for the purchase of one (1) new ambulance for FY22.

FISCAL IMPACT

This ambulance will be purchased in FY22 contingent on approval of the FY22 budget. The total amount for this ambulance will not exceed $250,000. Staff will return for approval of the funds once the budget is approved.

RECOMMENDATION

Staff recommends approval of Resolution No. 20-R-29

Attachments

LOI

Resolution 20-R-29

Quote

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

Mark Browne
City Manager

April 7, 2021

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Re: Official Notice of Intent:

To Whom It May Concern:

This letter shall serve as Official Notice of Intent to purchase one (1) Frazer Type I 12'4" Generator Powered Module mounted on a 2022 Ford F-450 Diesel chassis for the City of Schertz EMS.

The total cost of the module including chassis is $236,225.00 based on quote Q2414-1.

This LOI is contingent upon final approval of the FY 2022 budget by the City Council of Schertz, TX.

Respectfully,

Mark Browne

RESOLUTION NO. 20-R-29

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF INTENT (LOI) WITH STERLING MCCALL FORD FOR THE PURCHASE OF ONE (1) NEW AMBULANCE FOR FISCAL YEAR 2021/2022 AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Schertz EMS Department has chosen Sterling McCall Ford and Frazer, a HGACBuy Purchasing Cooperative vendor, for the purchase of one (1) Ford Ambulance; and

WHEREAS, the total cost of one ambulance will be no more than $250,000; and

WHEREAS, this purchase will be funded with budgeted operating costs from the FY22 approved budget.

WHEREAS, HGACBuy Purchasing Cooperative is a national online purchasing cooperative, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

WHEREAS, HGACBuy Purchasing Cooperative gives public entities the advantage of leveraging the cooperative's ability to obtain bulk discounts, combined with the ease of online, web-based shopping and ordering; and

WHEREAS, purchases under the cooperative programs meet the requirements under the Texas Local Government Purchasing Code rule for cooperative purchases as adopted by the City of Schertz Resolution 11-R-41 on August 30, 2011 amending the City's purchasing policy; therefore,

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

Section 1. The City Council hereby authorizes the City Manager to sign a Letter of Intent (LOI) with Sterling McCall Ford attached in Exhibit A for one ambulance not to exceed $250,000.

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of April 2021.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary

(CITY SEAL)

Defining the future of Mobile Healthcare.™

Customer Quote

Order No.: Q2414-0001
Quote Date: 3/9/2021
Expiration Date: 5/3/2021
Salesperson: Kalyn Salsman

Invoice To:

City of Schertz EMS
1400 Schertz Pkwy, Bldg 7
Schertz TX 78154
US

Attention:

EMS Director
Jason Mabbitt
jmabbitt@schertz.com

No.	Item	Quantity	U/M		Unit Price		Net Amount
1	MODULE Type I 12'4" Module	1.000	EA	$	182,225.00	$	**182,225.00**
2	CHASSIS 2022 Ford F-450 Diesel	1.000	EA	$	53,000.00	$	**53,000.00**
3	DELIVERY Customer Pick Up-Frazer FOB	1.000	M	$	0.00	$	**0.00**
4	HGAC-NEW HGAC Fee for a New Unit	1.000	EA	$	1,000.00	$	**1,000.00**

Remit To:

Per TMVCC, we are quoting this through our licensed franchise dealer, Sterling McCall Ford

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

Sale Amount:	236,225.00
Sales Tax:	0.00
Total Amount:	236,225.00

Payment Terms: Net 30

Special Instructions:

Email this quote along with your PO to sales@frazerbilt.com.
Graphics pricing includes two hours' design time in the base price.
More extensive graphics or multiple changes will be billed at $100/hr.

Frazer™

Defining the future of Mobile Healthcare.™

For your convenience, all pricing has been itemized below per quote Q2414-0001 for City of Schertz EMS

Base Module	$	99,900.00
Chassis Exterior	$	24,825.00
Module Exterior	$	35,225.00
Chassis Interior	$	7,600.00
Module Interior	$	14,675.00
Total	**$**	**182,225.00**

Items included in above totals:

1. Type I 12' 4" taller Module	$	incl
2. This is a CAAS Unit	$	incl
Chassis Exterior:		
3. Heat Shielding for Diesel Chassis	$	1,575.00
4. Chassis Paint Layout: Paint All Two Tone - FLNA 92772 and FLNA 10707	$	5,900.00
5. Chassis : 2021 Ford F-450, Diesel, 4x2, Regular Cab, 84" Cab to Axle, Ford White (FA90:YO)	$	incl
6. Suspension: LiquidSpring	$	11,550.00
7. Centramatic Wheel Balancers Both Axles	$	650.00
8. Wheel type: Factory Steel	$	incl
9. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	275.00
10. Chassis Steps: ArcRite with Sure Grip	$	1,050.00
11. Grille Guard: Ranch Hand Full Replacement Bumper	$	1,375.00
12. Siren Amplifier: Howler	$	1,325.00
13. Window Tint (35% VLT) on Chassis Doors	$	275.00
14. Passenger's side Grille Light: Whelen M6 Red Light	$	50.00
15. Driver's side Grille Light: Whelen M6 Blue Light	$	50.00
16. Passenger's side Intersect Light: Whelen M6 Blue Light	$	50.00
17. Driver's side Intersect Light: Whelen M6 Red Light	$	50.00
18. Additional Grille Guard Driver Side Light: Whelen M4 Red/Blue Light	$	325.00
19. Additional Grille Guard Passenger Side Light: Whelen M4 Blue/Red Light	$	325.00
Chassis Exterior Subtotal	**$**	**24,825.00**
Module Exterior:		
20. Power Source: Onan 5.5kW Generator	$	10,000.00
21. Locking Gas Cap	$	incl
22. Module Paint Layout: Two Tone - FLNA 92772 and FLNA 10707	$	3,150.00

Defining the future of Mobile Healthcare.™

23. SuperTherm Coating on Module Roof	$	1,050.00
24. Rear Wall 3M Conspicuity Layout - Chevron : Yellow Base Color and Blue - Reflective Overlay	$	1,575.00
25. Entry Door Conspicuity Layout - Squares : White Base Color	$	325.00
26. Conspicuity Strips on Compartments Matching the Rear Wall	$	275.00
27. Frazer Provided Graphics	$	3,000.00
28. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
29. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	$	225.00
30. Dri-Deck in Applicable Exterior Compartments	$	275.00
31. Ground Lights: Perimeter of Module and Under Chassis Steps	$	3,150.00
32. Shore Power: Dual 20/30 Amp Kussmaul Auto Eject w/ Yellow covers on Rear Wall	$	600.00
33. Pigtail/Plug Option: Pigtail	$	incl
34. Coax 1: Run coax from location 1 to Chassis	$	incl
35. Coax 2: Run coax from location 2 to Electrical Compartment terminated to terminated to Sierra wireless antenna	$	incl
36. Coax 3: Run coax from location 3 to Electrical Compartment terminated to terminated to UHF antenna	$	incl
37. Coax 4: Run coax from location 4 to Electrical Compartment terminated to terminated to VHF Antenna	$	incl
38. UNOC#???- Furnish and install (2) green LED lights (1) over each shore power receptacle	$	225.00
39. UNOC#811-Install customer provided Sierra wireless modem in the electrical compartment wired battery hot	$	250.00
40. UNOC#??? Furnish and install one way mesh on module rear windows, matching chevron pattern on rear wall	$	250.00
41. Front Scene: Whelen Pioneer Plus Dual Panel LED (Surface)	$	2,000.00
42. Front Wall Light Layout: Middle 5 Lights	$	incl
43. Front Wall Light #1: Whelen M6 Blue Light	$	incl
44. Front Wall Light #2: Whelen M6 Red Light	$	incl
45. Front Wall Light #3: Whelen M6 Clear Light	$	incl
46. Front Wall Light #4: Whelen M6 Red Light	$	incl
47. Front Wall Light #5: Whelen M6 Blue Light	$	incl
48. Front Wall Driver Side Box Light: Whelen M9 Red Light	$	125.00

Defining the future of Mobile Healthcare.™

49. Front Wall Passenger Box Light: Whelen M9 Red Light	$	125.00
50. Driver Wall Front Box Light: Whelen M9 Red Light	$	125.00
51. Driver Wall Rear Box Light: Whelen M9 Red Light	$	125.00
52. Driver Wheel Well Light: Whelen M6 Blue Light	$	incl
53. Scene Light Option: Whelen Pioneer Plus Dual Panel LED (Surface)	$	2,950.00
54. O2 Compartment Style: Laydown O2 with Divider and Adjustable Shelf	$	225.00
55. O2 Rollers for an H Cylinder	$	incl
56. O2 Cylinder Changing Wrench	$	75.00
57. Electrical Compartment Style: Standard Electrical Compartment	$	incl
58. Lower Storage Style: Standard Lower Storage	$	incl
59. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	$	incl
60. Dometic Self-Contained A/C with Exhaust Fan	$	incl
61. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	$	500.00
62. Module Window Option: Sliding Window	$	incl
63. Upper Rear Wall Light Layout: 3 Across	$	incl
64. Upper Light #1: Whelen M6 Load Light	$	incl
65. Upper Light #2: Whelen M6 Amber Light	$	incl
66. Upper Light #3: Whelen M6 Load Light	$	incl
67. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	$	incl
68. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	$	incl
69. Lower Light #3: Whelen M6 Red/Amber Light	$	75.00
70. Lower Light #4: Whelen M6 Red/Amber Light	$	75.00
71. Rear Wall Driver Box Light: Whelen M9 Red Light	$	125.00
72. Rear Wall Passenger Box Light: Whelen M9 Red Light	$	125.00
73. Rear Backboard: 5" Compartment Shelf	$	225.00
74. Lower BTTs: 2 M6 Lights on each side	$	750.00
75. Rear Bumper	$	incl
76. Door Grabbers	$	incl
77. License Plate Light	$	incl
78. Passenger Wall Front Box Light: Whelen M9 Red Light	$	125.00
79. Passenger Wall Rear Box Light: Whelen M9 Red Light	$	125.00
80. Passenger Wheel Well Light: Whelen M6 Blue Light	$	incl

Defining the future of Mobile Healthcare.™

81. Passenger Scene Light Activated with Side Entry Door	$	300.00
82. Interior Step Option: Double Step Well	$	incl
83. Passenger Rear Compartment Style: Onan Genset Compartment	$	incl
84. Door Locks on Entry Doors and Compartments	$	2,700.00
Module Exterior Subtotal	**$**	**35,225.00**

Chassis Interior:

85. Siren Speakers: Whelen SA 315 Speakers	$	incl
86. Tap-2 on Primary Siren	$	incl
87. Siren Option: Whelen C9 Siren in Console	$	incl
88. Mic 1 shipped loose	$	incl
89. Slot 1: Single Slot Switch Panel	$	incl
90. Slot 2: Radio Plate: 7.5 L X 2.5 W opening dims	$	incl
91. Slot 3: Siren 1	$	incl
92. Slot 4: Single Blank	$	incl
93. Console Switch Layout : Primary - Secondary - Howler - Front Scene - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	$	incl
94. New Armrest	$	225.00
95. Console Layout: 4-Slot Console	$	incl
96. Front Base of Console: 120VAC	$	525.00
97. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	175.00
98. Front of Console: 12VDC wired Battery hot with Medical Diode	$	250.00
99. Rear of Console: Single Mapholder	$	225.00
100. Chassis Rear Wall: 3 High Glove Box Holder	$	225.00
101. Back-up warning system with speaker installed inside the console	$	1,000.00
102. Secure-Idle Anti-Theft System	$	650.00
103. Aftermarket Vinyl Seats	$	850.00
104. UNOC# 1094 - Install customer provided Digital Ally DVM 250 monitor built into rear view mirror/DVR - with a forward facing, driver facing and back-up camera	$	1,575.00
105. UNOC# 1303 - Install customer provided Motorola APX 7500 radio base Frequency TBD radio in the electrical compartment - wired battery hot. - Antenna on module roof. - Radio head at the console - Speaker on the front of the console - Mic on D/S of console slot 2	$	675.00

106. UNOC#1655-Furnish and install telescoping side mount pole with motion adapter and swivel on P/S of console	$	1,000.00
107. UNOC#??-Furnish and install Dual USB at console	$	225.00
Chassis Interior Subtotal	**$**	**7,600.00**

Module Interior:

108. Protek Cushions	$	incl
109. Grey Interior	$	incl
110. Stainless Steel Countertops	$	incl
111. Safety Yellow Powdercoated Grab Rails	$	175.00
112. Front I/O with Lexan Doors	$	incl
113. 2 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	$	175.00
114. Duplex Outlet in the Front I/O	$	incl
115. Map Holder on Side of Front I/O	$	175.00
116. Duplex Outlet on the Front Wall	$	incl
117. Medvault w/ Wifi	$	2,850.00
118. Netting at the Front Corner Area	$	incl
119. UNOC#1778-Install customer provided fridge in standard location w/slide lock	$	200.00
120. Location 1: 4 Switch w/Thermostat	$	incl
121. Location 2: Single O2 Outlet	$	incl
122. Location 3: 12VDC wired Battery hot with Medical Diode	$	250.00
123. Location 4: Dual USB receptacles	$	225.00
124. Location 6: Blank	$	incl
125. Location 7: Blank	$	incl
126. Location 8: Quad 120 VAC	$	incl
127. Location 9: Suction	$	incl
128. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Blank;	$	incl
129. Sharps Container at Action Wall	$	incl
130. Acrylic Holder at the Action Wall Cabinet	$	incl
131. Acrylic Holder Aft CPR Seat	$	incl
132. Rear Door Switch Layout : Acknowledge; Blank; Dump/Bypass (Suspension); Rear Load;	$	incl
133. UNOC #520 - Furnish and install (2) Perko clips on bottom right corner of AC vent plate	$	100.00
134. UNOC#726- Furnish and install 12" grab bar/IV pump bar on bottom surface of	$	225.00

action wall cabinet as far towards rear of unit and as close to the aisle as possible		
135. Head knocker options: With Clock only	$	475.00
136. Acrylic Holder and Sharps at Squad Bench	$	825.00
137. Two Seating Positions at the Squad Bench - 2 and 3	$	incl
138. Harness Type for Seat Position 2: No Harness	$	incl
139. Harness Type for Seat Position 3: No Harness	$	incl
140. Double Squad Bench Cabinet	$	650.00
141. New Glove Box & Handrail at the Head of the Squad Bench	$	275.00
142. Trashcan With Lid at the Head of the Squad Bench	$	incl
143. O2 Outlet at the Squad Bench Wall	$	incl
144. *NOTE* install same acrylic holder at squad bench as SA	$	incl
145. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	$	4,750.00
146. IV Hanger on Ceiling Raceway	$	incl
147. Overhead Grabrails on Both Sides	$	225.00
148. IV Hanger on Squad Bench Ceiling	$	incl
149. Floor Options: Customer Provided Stryker Power-LOAD	$	1,750.00
150. Stryker cot tower only (no antler and bar)	$	incl
151. Loncoin II Onyx Floor	$	incl
152. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	$	750.00
153. Customer Provided Items Processing Fee	$	600.00
Module Interior Subtotal	**$**	**14,675.00**

All new Frazer EMS Vehicles come standard with the following features:

120V generator-powered electrical system independent of the chassis electrical
120V self-contained module heater & proprietary best-in-class air conditioner
Easily accessible electrical compartment located on exterior of vehicle
All aluminum module construction - No wood products!
Shear-plate method of attachment securing the module to the chassis
All aluminum powder-coated 12" deep interior cabinetry
Seamless cushions
All LED emergency warning and scene lighting
All LED interior ceiling lights

120VAC outlets conveniently located throughout unit

Three oxygen outlets

Action area with hinged service access panel to back of oxygen outlets and switches

Agenda No. 5.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Planning & Community Development**
Subject:	**Ordinance No. 21-S-08- Consideration and/or action approving an Ordinance by the City Council of the City of Schertz , Texas on a request to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development District (PDD), generally located approximately 1,560 feet north west of the intersection of FM 1518 and Ware-Seguin Road, also known as Bexar County Property Identification Numbers 310073, 310106, 310101, 310105, 310104, 310078, 1157215, 310077, and 310083, City of Schertz, Bexar County, Texas. (B. James / L. Wood / E. Delgado)*Final Reading***

BACKGROUND

The applicant is proposing to rezone approximately 58 acres of land from Single-Family Residential / Agricultural (R-A) to Planned Development District (PDD), specifically as part of The Crossvine PDD.

The Crossvine Project History:

2005	Sedona Subdivision PUD was adopted for mix use development Ord. #05-S-49
2006	Sedona Subdivision PUD was amended Ord. #06-S-36
2012	Sedona Trails PDD was adopted as new mixed use development Ord. #12-S-01
2012	The Crossvine PDD was amended and adopted by Ord. #12-S-16; Changing Sedona to Crossvine
2014	The Crossvine PDD was amended and adopted by Ord. #14-S-08
2017	The Crossvine PDD was amended and adopted by Ord. #17-S-01 to allow for a new Garden Home configuration the “3rd Amendment"
2021	The proposed Crossvine PDD "4th Amendment": to incorporate an additional 57.486 acres into The Crossvine PDD zoned area.

The overall subject property of 57.486 acres included within the requested rezone consists of the following tracts:

1. A 2.010 acre, parcel 310105, currently zoned Single Family Residential / Agricultural (R-A)
2. A 0.504 acre tract, parcel 310106, currently zoned Single Family Residential / Agricultural (R-A)
3. A 9.977 acre tract, parcel 310073, currently zoned Single Family Residential / Agricultural (R-A)
4. A 14.994 acre tract, parcel 310078, currently zoned Single Family Residential / Agricultural (R-A)
5. A 3.987 acre tract, parcel 310104, currently zoned Single Family Residential / Agricultural (R-A)
6. A 5.01 acre tract, parcel 1157215, currently zoned Single Family Residential / Agricultural (R-A)
7. A 20.003 acre tract, divided into two parcels 310077 (10.179 acres) and 310083 (10.364 acres) both of which are currently zoned Single Family Residential / Agricultural (R-A)
8. A 1.00 acre tract, parcel 310101, currently zoned Single Family Residential / Agricultural (R-A)

The eight tracts above are identified in the proposed Crossvine PDD "4th Amendment" document as proposed "Module IIIB".

The proposed zone change request is for approximately 58 acres from Single-Family Residential / Agricultural (RA) to Planned Development District (PDD). The subject property, referred to in the PDD design standards is identified as "Module IIIB", will be an expansion of the existing Crossvine PDD project area. The development program for "Module IIIB" includes single-family residential lots as allowed by the existing The Crossvine PDD. Additionally, the subject property will all be incorporated and subject to all requirements associated with Module I of The Crossvine PDD, the proposed 4th amendment, and the contemplated subsequent amendments. More specifically, the 57.486 acres will be developed under the DSFR (1), DSFR (2), and DSFR (3) land use categories, as described in the below table. The proposed design of Module IIIB will be a natural expansion of the land plan design and development aesthetic of The Crossvine; the expansion shall include design elements that have made development within The Crossvine unique, such as accessible green spaces, walking trails, meandering roadways, and intimate cul-de-sacs. In addition, the construction, landscaping, signage, and other features in Module IIIB will adhere to the Public Amenity and Architectural Standards as previously established in Crossvine Module 1.

Land Use Dimensional Requirements

Use Category	Min. Area Sq. Ft.	Min. Width Ft.	Min. Depth Ft.
DSFR (1)	5,500	50	110
DSFR (2)	7,200	60	120
DSFR (3)	8,400	70	120

**Full table identified on page 5 of The Crossvine PDD Fourth Amendment- Design Standards*

The requested Crossvine PDD 4th Amendment, which is essentially to incorporate an additional 57.486 acres into The Crossvine PDD-zoned property, will be developed in accordance with the previously adopted The Crossvine Module I design standards, permitting the development of single-family residential lots in the above three use categories.

Fourteen (14) public hearing notices were mailed to surrounding property owners on January 29, 2021, in relation to the public hearing at the February 10, 2021 Planning and Zoning Commission meeting. A public hearing notice was published in the “San Antonio Express” on March 3, 2021. At the time of this report, staff has received one (1) response in favor, one (1) response opposed, zero (0) responses neutral to, and one (1) response which did not indicate if they were in favor or opposed, just that they would like to attend the meeting.

During the public hearing at the February 10, 2021 Planning and Zoning Commission meeting, the following residents spoke:

- Guy Long- 12506 Ware Seguin Road
  - Expressed concerns on the street naming of Ware Seguin Road and Ware Seguin Loop. Also expressed concerns with infrastructure of the neighborhood, and traffic issues.
- Shelena Wells- 12432 Ware Seguin Road
  - Expressed she has the same concerns as Mr. Long in terms of infrastructure and traffic.

GOAL

To zone change approximately 58 acres from Single-Family Residential / Agricultural (RA) to Planned Development District (PDD), specifically as part of The Crossvine PDD.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

The Comprehensive Land Use Plan (CLUP) and Schertz Sector Plan Update identifies the subject property as "Estate Neighborhood". Traditionally Estate Neighborhood is designed to be 0.5 acre tracts, but due to the adjacency of existing land zoned as part of The Crossvine PDD and being directly adjacent to FM 1518, the Estate Neighborhood classification does not seem appropriate at this time based on the change of conditions surrounding the subject property. In addition, there are areas of the existing The Crossvine development that are also identified as Estate Neighborhood; therefore, the addition of the approximately 58 acres would be consistent with the portions of The Crossvine that are already zoned PDD.

- Impact of Infrastructure: The proposed zoning should have minimal impact on the existing and planned water and wastewater systems in the area.
- Impact of Public Facilities/Services: The proposed rezoning request should have minimal impact on public services, such as schools, fire, police, parks and sanitation services since the proposed use is currently planned for the subject property.
- Compatibility with Existing and Potential Adjacent Land Uses: The subject property is currently surrounded by undeveloped land, single family residential, and existing Crossvine PDD zoned property. Staff believes that the rezoning request, essentially to incorporate an additional 58 acres into the existing Crossvine PDD, will be compatible with the surround properties.

FISCAL IMPACT

None.

RECOMMENDATION

Based on the subject property being immediately adjacent to existing The Crossvine PDD zoned properties on two sides, and FM 1518 the proposed zoning should have minimal impact on the adjacent properties. The proposed The Crossvine PDD 4th amendment to incorporate the additional 57.486 acres is consistent with PDD design standards previously approved and will be a natural continuation of the existing The Crossvine development.

This item was heard at the February 10, 2021, Planning and Zoning Commission which provided a recommendation of approval of the zone change with a vote of 5 / 2. Commissioner Evans and Commissioner Platt voted nay on the recommendation of approval.

- Commissioner Evans indicated concerns with roadway improvements, Traffic Impact Analysis timing, and wording between the existing Crossvine PDD, the proposed 4th Amendment, and the Unified Development code as reasons for his nay vote.
- Commissioner Platt indicated concerns with traffic and the conceptual plan included within the proposed zone change does not align with the rest of The Crossvine development.

Staff recommends approval of zone change request, to incorporate approximately 58 acres into the Crossvine PDD.

Attachments

Ord. No. 21-S-08

Exhibit A

Exhibit B

Exhibit C- PDD Design Standards
Aerial Map
Public Hearing Notice Map
Public Hearing Notice Responses

ORDINANCE NO. 21-S-08

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 58 ACRES OF LAND TO PLANNED DEVELOPMENT DISTRICT (PDD), GENERALLY LOCATED APPROXIMATELY 1,560 FEET NORTH WEST OF THE INTERSTECTION OF FM 1518 AND WARE-SEGUIN ROAD, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBERS 310073, 310101, 310105, 310104, 310078, 1157215, 310077, AND 310083, CITY OF SCHERTZ, BEXAR COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 58 acres of land located approximately 1,560 feet north west of the intersection between FM 1518 and Ware-Seguin Road, and more specifically described in the Exhibit A and Exhibit B attached herein (herein, the "Property") has been filed with the City; and

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

WHEREAS, on February 10, 2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning according to the development standards set forth in Exhibit C attached herein (the "Development Standards"); and

WHEREAS, on March 23, 2021, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned Planned Development District (PDD)

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

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

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

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

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

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

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

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

Approved on first reading the 23rd day of March, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 6th day of April, 2021.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary
(SEAL OF THE CITY)

TRACT 1: 2.010 ac

FIELD NOTES
September 18, 2019

BEING 2.010 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and also being out of a 4.991 acre tract described in Volume 8354,. Pag 909 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of the above reference 4.991 acre tract, said point also being the most easterly corner of a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas;

THENCE, N 30°00'54" W, (*N 30 °20'23" W-8354/460*)119.06 feet generally along an existing wire fence and the common line with said 4.000 acre tract to an iron found in same for a corner of this tract and the most southerly corner of a 0.50 acre tract described in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas;

THENCE, N 59°50'29" E, 170.29 feet (*N 59 °35'37" E, 168.32 feet-9392/1253*) along the common line with said 0.50 acre tract to an iron rod found for an interior corner of this tract and the most easterly corner of said 0.50 acre tract;

THENCE, N 30°23'56" W, 129.62 feet (*N 30 °21'45" W, 129.45 feet-9392/1253*) along the common line with said 0.50 acre tract to an iron rod found in the common line with a 9.977 acre tract described in Volume 18693, Page 578 of the Real Property Records of Bexar County, Texas for a corner of this tract and the most northerly corner of said 0.50 acre tract;

THENCE, N 59°37'47" E, (*N 59 °39'37" E-8354/909*) 271.61 feet generally along an existing wire fence and the common line with said 9.977 acre tract to a metal fence corner post found for the most northerly corner of this tract and the most westerly corner of a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas;

THENCE, S 29°54'52" E, 248.79 feet (*S 30 °19'18" E, 248.25 feet-16138/967*) generally along an existing wire fence and the common line with said 2.49 acre tract, crossing said 4.991 acre tract to an iron rod found in the common line with a 15.00 acre tract described in Volume 18733, Page 1544 of the Real Property Records of Bexar County, Texas for the most easterly corner of this tract and the most southerly corner of said 2.49 acre tract;

THENCE, S 59°42'23" W, (*S 59 °40'39" W-8354/909*) 251.17 feet along the common line with said 15.00 acre tract to an iron rod found for an angle point of this tract and the most northerly corner of said 5.000 acre tract;

THENCE, S 59°44'20" W, (*S 59 °40'39" W-8354/909*) 189.42 feet along the common lline with said 5.000 acre tract to the POINT OF BEGINNING and containing 2.010 acres of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN19-149

EXHIBIT 1

TRACT 2: 0.504

FIELD NOTES
August 11, 2017

BEING 0.504 acre of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being described as a 0.50 acre tract in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas for the most westerly corner of this tract and the most westerly corner of said 0.50 acre tract, said point also being the most northerly corner of a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas;

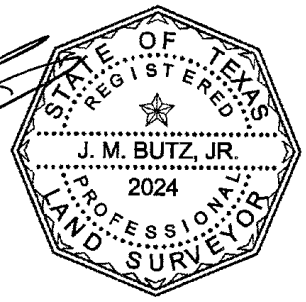
THENCE, N 59°37'47" E, 169.42 feet (*N 59°35'19" E, 168.41 feet-9392/1253*) generally along an existing fence and the common line with said 10.000 acre tract to an iron rod found in same for the most northerly corner of this tract and the most northerly corner of said 0.50 acre tract, said point being S 59°37'47" E, 881.93 feet from an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most easterly corner of said 10.000 acre tract;

THENCE, S 30°23'56" E, 129.65 feet (*S 30°21'45" E, 129.45 feet-9392/1253*) along the common line with the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas to an iron rod found for the most easterly corner of this tract and the most easterly corner of said 0.50 acre tract;

THENCE, S 59°50'29" W, 170.29 feet (*S 59°35'37" W, 168.32 feet-9392/1253*) along the common line with the remaining portion of said 4.991 acre tract to an iron rod found in the common line with said 4.000 acre tract;

THENCE, N 30°00'54" W, 129.02 feet (*N 30°24'04" W, 129.24 feet-9392/1253*) generally along an existing fence and the common line with said 4.000 acre tract to the POINT OF BEGINNING and containing 0.504 acre of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-127

EXHIBIT 2

TRACT 3: 9.977 ac

FIELD NOTES
July 27, 2017

BEING 9.977 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and also being described as a 10.00 acre tract in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most easterly corner of this tract and the most easterly corner of the above referenced 10.00 acre tract, said point also being the most northerly corner of a 1.000 acre tract described in Volume 11742, Page 1697 of the Real Property Records of Bexar County, Texas;

THENCE, S 59°43'33" W, (*S 59°39'04" W-13868/1327*) 434.47 feet (*S 59°46'11" W, 435.60 feet-11742/1697*) generally along an existing fence and the common line with said 1.000 acre tract to an iron rod found for the an angle point of this tract and the most westerly corner of said 1.000 acre tract;

THENCE, S 59°37'47" W, (*S 59°39'04" W-13868/1327*) 616.88 feet (*S 59°39'37" W, 615.98 feet-8354/909*) generally along an existing fence and the common line with a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas: the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas and the common line with a 0.500 acre tract described in Volume 10187, Page 27 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most westerly corner of said 0.500 acre tract;

THENCE, S 59°37'09" W, (*S 59°39'04" W-13868/1327*) 698.97 feet (*S 59°39'37" W, 700.04 feet-8354/460*) generally along an existing fence and the common line with a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas to an iron rod found for the most southerly corner of this tract and the most westerly corner of said 4.000 acre tract;

THENCE, N 28°59'16" W, 249.16 feet (*N 29°00'13" W, 248.80 feet-13868/1327*) generally along an existing fence and the common line with a 9.968 acre tract described in Volume 9231, Page 2119 of the Real Property Records of Bexar County, Texas to an iron rod found in the common line with a 145.427 acre tract described in Volume 11564, Page 1814 of the Real Property Records of Bexar County, Texas for the most westerly corner of this tract and the most northerly corenr of said 9.968 acre tract;

THENCE, N 59°39'37" E, 1745.68 feet (*Ref. Brg. N 59°39'37" E, 1745.52 feet-13868/1327*) generally along an existing fence and the common line with said 145.427 acre tract to an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most northerly corner of this tract and the most easterly corner of said 145.427 acre tract;

THENCE, S 30°03'26" E, 248.76 feet (*S 30°11'36" E, 248.45 feet-13868/1327*) along said southwest R.O.W. line to the POINT OF BEGINNING and containing 9.977 acres of land, more or less.

Note: Plat also prepared this day.

J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

STATE OF TEXAS
REGISTERED
J. M. BUTZ, JR.
2024
PROFESSIONAL
LAND SURVEYOR

FN17-124

EXHIBIT 3

TRACT 4: 14.994 ac

FIELD NOTES
August 11, 2017

BEING 14.994 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being comprised of a 10.000 acre tract described in Volume 1638, Page 193 of the Real Property Records of Bexar County, Texas and 4.994 acres out of a 10.000 acre tract described in Volume 1599, Page 315 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most northerly corner of this tract and the most northerly corner of said 10.000 acre tract described in Volume 1599, Page 315, said point also being the most easterly corner of a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas;

THENCE, S 30°05'54" E, (*S 30°16'00" E-1599/315*) along said southwest R.O.W. line passing the most easterly corner of said 10.000 acre tract described in Volume 1599, Page 315 at 247.71 feet and continuing a total distance of 494.33 feet to an iron rod found in same for the most easterly corner of this tract and the most easterly corner of said 10.000 acre tract described in Volume 1638, Page 193;

THENCE, S 59°42'25" W, 1767.14 feet (*S 59°39'37" W, 1766.07 feet-1638/193*) generally along an existing fence and the common line with a 10.000 acre tract described in Volume 1839, Page 504 of the Real Property Records of Bexar County, Texas; Lot 1, Block 2 of Boenig Subdivision as recorded in Volume 8600, Page 159 of the Deed and Plat Records of Bexar County, Texas and a 14.199 acre tract described in Volume 17653, Page 2384 of the Real Property Records of Bexar County, Texas to an iron rod found in the common line with a 10.000 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of said 10.000 acre tract described in Volume 1638, Page 193;

THENCE, N 28°58'19" W, 246.78 feet (*N 29°06'11" W, 247.05 feet-1638/193*) generally along an existing fence and the common line with said 10.000 acre tract described in Volume 10054, Page 1692 to an iron rod set for the most westerly corner of this tract and the most westerly corner of said 10.000 acre tract described in Volume 1638, Page 193, and also being the most southerly corner of a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas;

THENCE, N 59°44'23" E, 795.24 feet (*N 59°39'37" E, 794.80 feet-14514/528*) along the common line with said 5.000 acre tract to an iron rod set for a corner of this tract and a corner of said 5.000 acre tract and the beginning of a curve to the right;

THENCE, along the common line with said 5.000 acre tract in a northeasterly direction and having a central angle of 141°03'36" , a radius of 50.00 feet (*50.00 feet-14514/528*), a tangent distance of 141.43 feet, an arc length of 123.10 feet (*122.17 feet-14514/528*) and chord bearing and distance of N 39°37'07" E, 94.28 feet (*N 39°39'27" E, 93.97 feet-14514/528*) to an iron rod set for the end of this curve and the beginning of a curve to the left;

EXHIBIT 4

TRACT 4

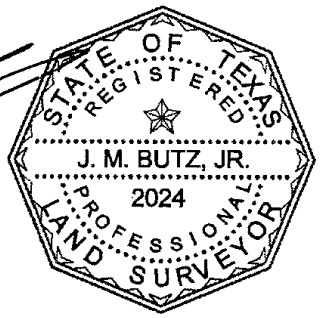
Page 2 (14.994 acres)

THENCE, along the common line with said 5.000 acre tract in an easterly direction and having a central of 49°55'25", a radius of 20.00 feet, (*20.00 feet-14514/528*) a tangent distance of 9.31 feet, an arc length of 17.43 feet, (*17.45 feet-14514/528*) and a chord bearing an distance of N 84°41'46" E, 16.88 feet (*N 84°39'12" E, 16.90 feet-14514/528*) to an iron rod found for the end of this curve and a corner of this tract and a corner of said 5.000 acre tract, said point also being a corner of a 50' Ingress-Egress Easement described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas;

THENCE, N 30°17'43" W, 222.81 feet (*N 30°20'57" W, 220.70 feet-14514/528*) along the common line with said 5.000 acre tact to an iron rod found in the common line with a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas for a corner of this tract and the most northerly corner of said 5.000 acre tract;

THENCE, N 59°42'23" E, (*N 59°39'37" E-1599/315*) 864.04 feet generally along an existing fence and the common line with said 4.991 acre tract and said 2.49 acre tract to the POINT OF BEGINNING and containing 14.994 acres of land, more or less.

Note: Plat also prepared this day



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-126.1

EXHIBIT 4 Cont.

TRACT 5: 3.987 ac

FIELD NOTES
August 11, 2017

BEING 3.987 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being described as a 4.000 acre tract in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas for the most northerly corner of this tract and the most northerly corner of the above referenced 4.000 acre tract, said point also being the most westerly corner of a 0.50 acre tract described in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas;

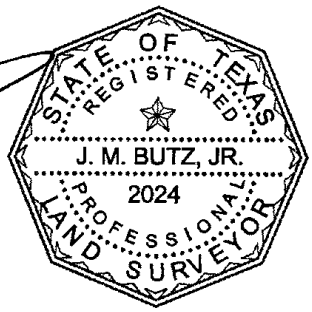
THENCE, S 30°00'54" E, (*S 30°20'23" E-8354/460*) generally along an existing fence and the common line with said 0.50 acre tract passing an iron rod found at 129.02 feet (*129.24 feet-9392/1253*) and continuing along the common line with the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas a total distance of 248.09 feet (*248.10 feet-8354/460*) to an iron rod found in the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas for the most easterly corner of this tract and the most easterly corner of said 4.000 acre tract;

THENCE, S 59°42'15" W, 703.95 feet (*S 59°42'11" W, 706.03 feet-8354/460*) along the common line with said 5.000 acre tract to an iron rod found in the common line with a 10.000 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of said 4.000 acre tract;

THENCE, N 28°51'36" W, 247.13 feet (*N 28°57'15" W, 247.65 feet-8354/460*) generally along an existing fence and the common line with said 10.000 acre tract and a 9.968 acre tract described in Volume 9231, Page 2119 of the Real Property Records of Bexar County, Texas to an iron rod found in same for the most westerly corner of this tract and the most westerly corner of said 4.000 acre tract, said point also being the most southerly corner of said 10.000 acre tract described in Volume 13868, Page 1327;

THENCE, N 59°37'09" E, 698.97 feet (*N 59°39'37" E, 700.04 feet-8354/460*) generally along an existing fence and the common line with said 10.000 acre tract to the POINT OF BEGINNING and containing 3.987 acres of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-126.2

EXHIBIT 5

TRACT 6: 5.01 ac

STATE OF TEXAS
COUNTY OF BEXAR

Field note description of a 5.01 acre tract of land out of the Julian Diaz Survey No. 66, Abstract No. 187, County Block 5059 in Bexar County, Texas. Said 5.01 acre tract of land being the same land as described in a Corrective Foreclosure Sale Deed to U.S. Bank, N.A. as Trustee for the Registered Holders of Structured Asset Securities Corporation Mortgage Pass-through Certificates, Series 2007-TC1, recorded in Volume 14514, Page 528 of the Official Public Records of Bexar County, Texas. Said 5.01 acre tract of land also being out of a called 10.0 acre tract of land as described in a Deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Official Public Records of Bexar County, Texas. Said 5.01 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a one half inch iron rod found on the southwest right-of-way line of F.M. Highway 1518 (80' ROW), for the north corner of a called 10.0 acre tract of land as described in a deed to Roy B. Juarez and wife Edna M. Juarez, recorded in Volume 1839, Page 504 of the Deed Records of Bexar County, Texas.

THENCE along the southwest right-of-way line of F.M. Highway 1518, North 30° 32' 00" West, a distance of 247.59 feet to a "x" found in concrete in the center of a fifty-foot wide ingress and egress easement and being the east corner of a called 10.000 acre tract of land as described in a deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Deed Records of Bexar County, Texas, and North 30° 32' 00" West, a distance of 247.65 feet to a "x" found for the north corner of the aforesaid 10.000 acre tract of land.

THENCE along the northwest line of the aforesaid 10.000 acre tract of land, South 59° 13' 49" West, a distance of 663.70 feet to a one half inch iron rod found for the north corner and point of **BEGINNING** of the herein described 5.01 acre tract of land.

THENCE cutting into the aforesaid 10.000 acre tract of land, **South 30° 48' 21" East**, a distance of **222.73** feet, (record being South 30° 20' 57" East, a distance of 220.70 feet) to a one half inch iron rod found for the east corner of this tract and being the P.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 06" and whose chord bears South 84° 11' 48" West, a distance of 16.90 feet) an arc distance of 17.45 feet to a one half inch iron rod set for the P.R.C. of a curve to the left.

THENCE with said curve to the left (whose radius is 50.00 feet, central angle is 139° 44' 10" and whose chord bears South 39° 19' 16" West, a distance of 93.89 feet) an arc distance of 121.94 feet to a one half inch iron rod set for the end of the curve and being on the southeast line of the aforesaid 10.000 acre tract of land.

THENCE with the southeast line of the aforesaid 10.000 acre tract, **South 59° 13' 31" West,** a distance of **795.26 feet**, (record being South 59° 39' 37" West, a distance of 794.80 feet) to a one half inch iron rod found for the south corner of this tract, same being the south corner of the aforesaid 10.000 acre tract of land.

THENCE with the southwest line of this tract and the northeast line of a tract of land as conveyed to Jennifer Varelans, recorded in Volume 10054, Page 1692 of the Official Public Records of Bexar County, Texas, **North 29° 23' 43" West,** a distance of **248.54** feet (record being North 29° 06' 10" West, a distance of 245.77 feet) to a one half inch iron rod found for the west corner of this tract and the south corner of a tract of land as conveyed to Salustiano A Pino, recorded in Volume 8354, Page 460 of the Official Public Records of Bexar County, Texas.

THENCE with the northwest line of this tract and the southeast line of the Salustiano A. Pino tract, **North 59° 17' 02" East,** a distance of **892.76** feet (record being North 59° 39' 37" East, a distance of 893.07 feet) to a the **POINT OF BEGINNING.**

EXHIBIT 6

TRACT 6

STATE OF TEXAS
COUNTY OF BEXAR

Field note description of a non-exclusive ingress and egress easement over a 1.18 acre tract of land out of the Julian Diaz Survey No. 66, Abstract No. 187, County Block 5059 in Bexar County, Texas. Said ingress and egress easement being the same easement as described in a Corrective Foreclosure Sale Deed to U.S. Bank, N.A. as Trustee for the Registered Holders of Structured Asset Securities Corporation Mortgage Pass-through Certificates, Series 2007-TC1, recorded in Volume 14514, Page 528 of the Official Public Records of Bexar County, Texas. Said ingress and egress easement being partially out of a called 10.0 acre tract of land as described in a Deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Official Public Records of Bexar County, Texas. Said ingress and egress easement being more particularly described by metes and bounds as follows:

COMMENCING at a one half inch iron rod found on the southwest right-of-way line of F.M. Highway 1518 (80' ROW), for the north corner of a called 10.0 acre tract of land as described in a deed to Roy B. Juarez and wife Edna M. Juarez, recorded in Volume 1839, Page 504 of the Deed Records of Bexar County, Texas.

THENCE along the southwest right-of-way line of F.M. Highway 1518, **North 30° 32' 00" West**, a distance of **247.59** feet to a point for the center of a fifty foot wide ingress and egress easement and being the point of **BEGINNING** of the herein described ingress and egress easement.

Thence continuing along the southwest right-of-way line of F.M. Highway 1518, **North 30° 32' 00" West**, a distance of **25.32** feet to a point for the north corner of this ingress and egress easement.

THENCE along the northwest line of this ingress and egress easement, **South 59° 12' 13" West**, a distance of **862.65** feet to a point for the P.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 06" and whose chord bears South 84° 11' 48" West, a distance of 16.90 feet) an arc distance of 17.45 feet to a one half inch iron rod set for the P.R.C. of a curve to the left.

THENCE with said curve to the left (whose radius is 50.00 feet, central angle is 139° 44' 10" and whose chord bears South 39° 19' 16" West, a distance of 93.89 feet) an arc distance of 121.94 feet to a one half inch iron rod set for the P.C.C. of the curve and being on the southeast line of the aforesaid 10.000 acre tract of land.

THENCE continuing with said curve to the left (whose radius is 50.00 feet, central angle is 140° 15' 24" and whose chord bears North 79° 19' 28" East, a distance of 94.05 feet) an arc distance of 122.40 feet to a point for the P.R.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 26" and whose chord bears North 84° 11' 29" East, a distance of 16.90 feet) an arc distance of 17.45 feet to a point for the P.T. of the curve.

THENCE with the southeast line of this ingress and egress easement, **North 59° 12' 13" East,** a distance of **862.41 feet to a point on the southwest right-of-way line of F.M. Highway 1518.**

THENCE along the southwest right-of-way line of F.M. 1518, **North 30° 32' 00" West,** a distance of **24.67** feet to the **POINT OF BEGINNING.**

EXHIBIT 6 Cont.

TRACT 7: 20.003 ac

FIELD NOTES
August 11, 2017

BEING 20.003 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being comprised of a 9.968 acre tract described in Volume 9231, Page 2119 and a 10.000 acre tract described in Volume 10054, Page 1692, both in the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing northeast R.O.W. line of Ware-Seguin Road for the most southerly corner of this tract and the most southerly corner of the above referenced 10.000 acre tract, said point also being the most westerly corner of Lot 2 of the Boenig Subdivision, Unit 1 as recorded in Volume 7800, Page 85 of the Deed and Plat Records of Bexar County, Texas;

THENCE, N 40°41'55" W, 85.28 feet (*N 40°48'00" W, 85.28 feet-10054/1692*) along said northeast R.O.W. line to an iron rod set in same for an angle point of this tract;

THENCE, N 33°11'23" W, 30.62 feet (*N 28°54'23" W, 30.64 feet-10054/1692*) along said northeast R.O.W. line to an iron rod set for an interior corner of this tract, and the common corner with said 9.968 acre tract;

THENCE, S 58°29'07" W, 30.44 feet (*S 58°27'31" W, 30.41 feet-9231/2119*) along the northwest R.O.W. line of said Ware-Seguin Road to an iron rod set for a corner of this tract and the southerly corner of said 9.968 acre tract;

THENCE, N 28°56'17" W, 1598.70 feet (*N 29°06'10" W, 1598.01 feet-9231/2119*) generally along an existing fence and the common line with a 91.288 acre tract described in Volume 11601, Page 2280 of the Real Property Records of Bexar County, Texas to an iron rod found for the most westerly corner of this tract and the most westerly corner of said 9.968 acre tract;

THENCE, N 59°59'10" E, 509.96 feet (*N 59°39'37" E, 509.12 feet-9231/2119*) generally along an existing fence and the common line with a 145.276 acre tract described in Volume 11564, Page 1814 of the Real Property Records of Bexar County, Texas to an iron rod found for the most northerly corner of this tract and the most northerly corner of said 9.968 acre tract, said point also being the most westerly corner of a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas;

THENCE, S 28°59'16" E, 249.16 feet (*S 28°00'13" E, 248.80 feet-13868/1327*) generally along an existing fence and the common line with said 10.000 acre tract to an iron rod found for an angle point of this tract and the most southerly corner of said 10.000 acre tract;

THENCE, S 28°51'36" E, 247.12 feet (*S 28°57'15" E, 247.65 feet-8354/460*) generally along an existing fence and the common line with a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most southerly corner of said 4.000 acre tract;

EXHIBIT 7

TRACT 7

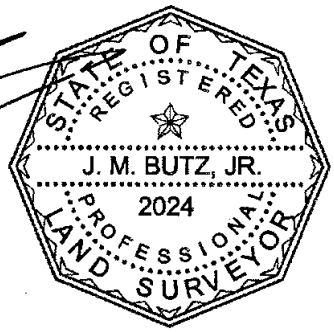
Page 2 (20.003 acre tract)

THENCE, S 28°58'19" E, (*S 29°06'10" E-10054/1692*) 494.53 feet generally along an existing fence and the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas and a 10.000 acre tract described in Volume 1638, Page 193 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most southerly corner of said 10.000 acre tract;

THENCE, S 29°02'59" E, (*S 29°06'10" E-10054/1692*) 730.22 feet generally along an existing fence and the common line with a 14.199 acre tract described in Volume 17653, Page 2384 of the Real Property Records of Bexar County, Texas to an iron rod found for the most easterly corner of this tract and the most easterly corner of the 10.00 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas, said point also being the most northerly corner of said Lot 2 of the Boenig Subdivision, Unit 1;

THENCE, S 61°04'30" W, 461.40 feet (*S 61°58'25" W, 461.71 feet-10054/1692*) generally along an existing fence and the common line with said Lot 2 to the POINT OF BEGINNING and containing 20.003 acres of land, more or less.

Note: Plat also prepared this day.



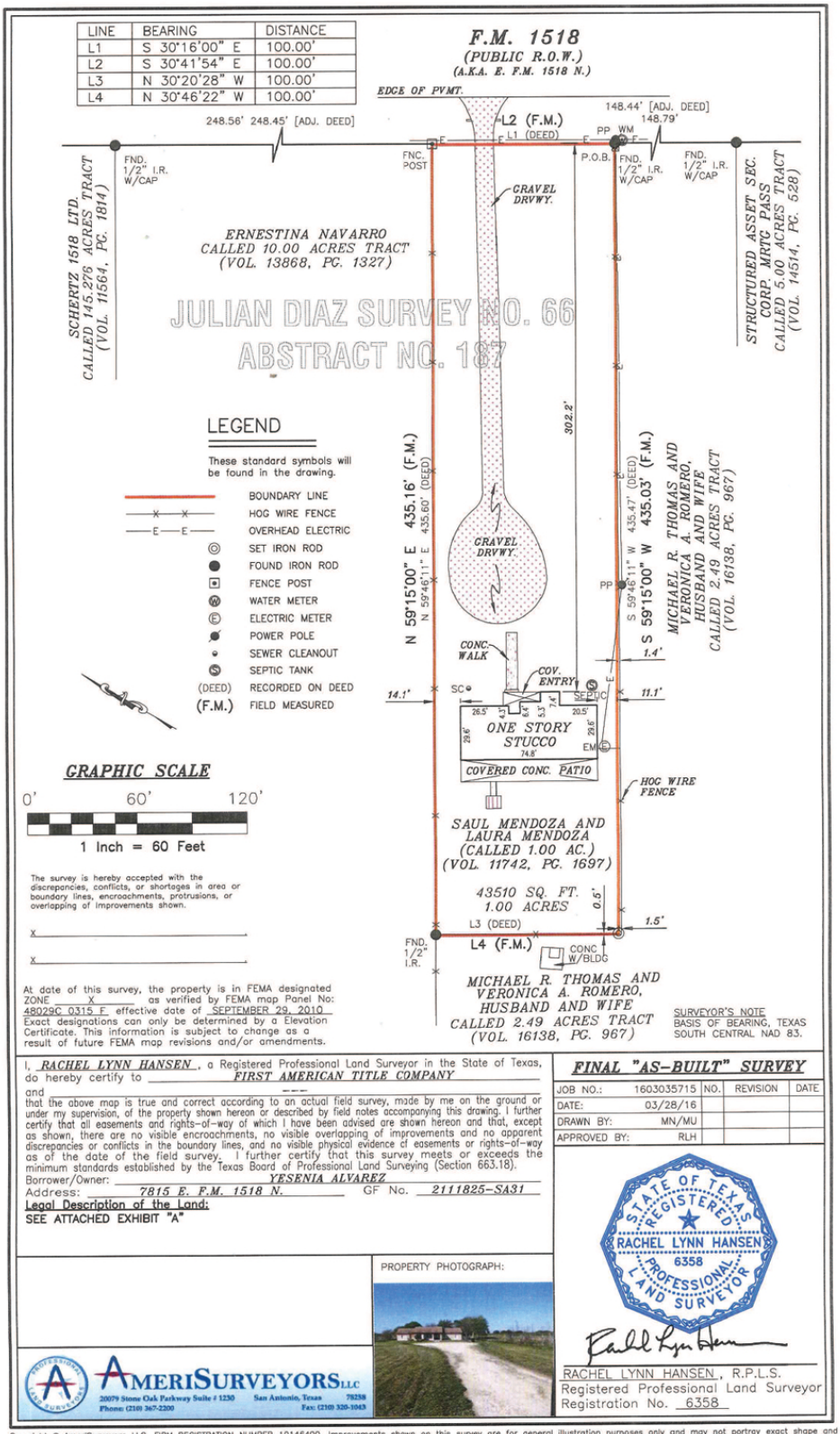
J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-125

EXHIBIT 7 Cont.

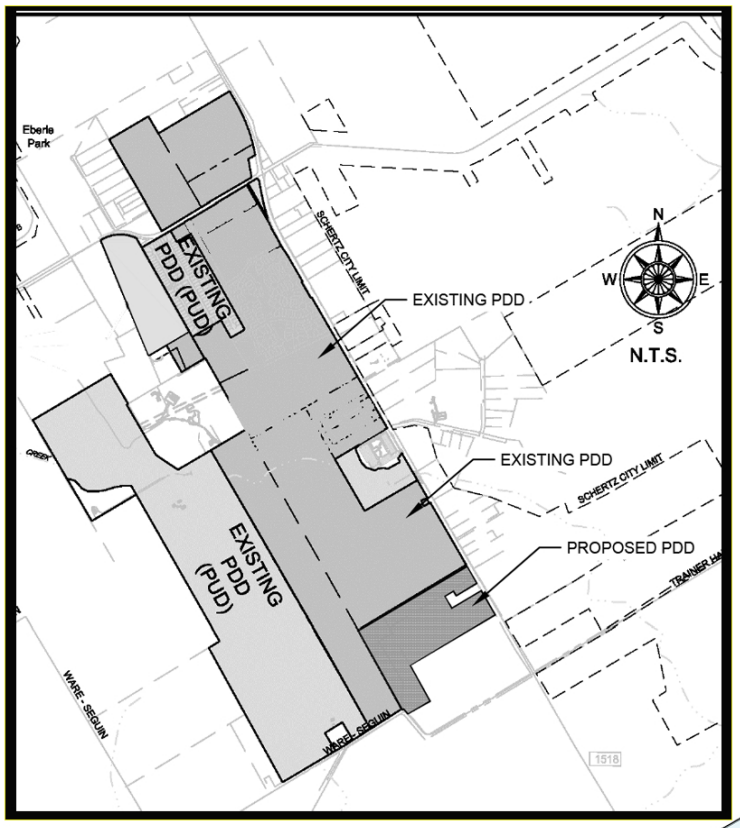
TRACT 8: 1.00 ac

A 1.00 ACRE TRACT OUT OF THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT NO. 187, COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS, SAME BEING THE CALLED 1.00 ACRE TRACT, DESCRIBED IN A DEED TO SAUL MENDOZA AND LAURA MENDOZA, IN VOLUME 11742, PAGE 1697, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID 1.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT " ATTACHED HERETO AND MADE A PART HEREOF.

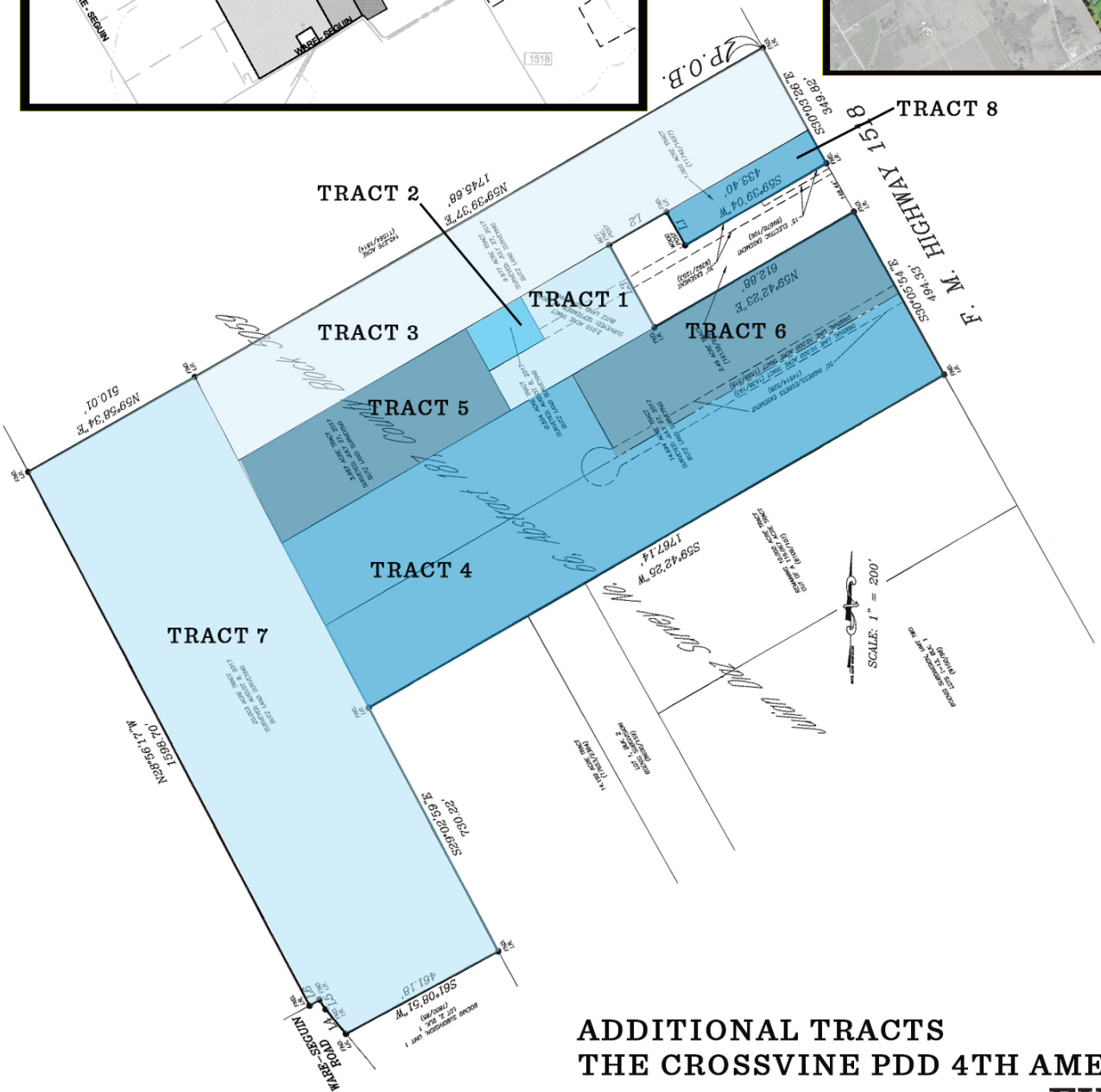


Copyright © AmeriSurveyors LLC. FIRM REGISTRATION NUMBER 10146400. Improvements shown on this survey are for general illustration purposes only and may not portray exact shape and size. Survey is based on a Title report issued by the Title Company listed above issued under Commitment No./GF No. shown on this survey. email questions to: info@amerisurveyors.com

EXHIBIT 8







ADDITIONAL TRACTS
THE CROSSVINE PDD 4TH AMENDMENT
EXHIBIT 9

THE

CROSSVINE

SCHERTZ • TEXAS • 78154

THE CROSSVINE PDD
4th AMENDMENT
12-18-20

The Crossvine PDD Fourth Amendment

The Sedona Trails PDD was approved by the Planning and Zoning Commission and the City Council of Schertz, Texas on January 24, 2012 (the "Sedona Trails PDD") by Ordinance 12-S-01. The history and prior iterations of the Sedona Trails PDD are more specifically detailed and set forth in the preamble to the Sedona Trails PDD which was approved on January 24, 2012. The Sedona Trails PDD was subsequently amended by (i) Ordinance 12-S-16 on August 21, 2012 (the "First Amendment") (ii) Ordinance 14-S-08 on March 11th, 2014 (the "Second Amendment"), (iii) Ordinance 17-S-01 on February 28, 2017 (the "Third Amendment"), and renamed The Crossvine PDD along with detailing and defining certain items referenced in the Sedona Trails PDD which were unresolved and primarily focusing on Community and Public Amenity Standards, Architectural Design Standards for single-family residences, and related matters of clarification (collectively, the Sedona Trails PDD and the First Amendment are hereinafter referred to as "The Crossvine PDD").

As contemplated in The Crossvine PDD, this Amendment (the "Fourth Amendment") is the continuation of the definition of the Overall Conceptual Master Plan and is primarily focused on the addition of property to The Crossvine PDD (which is hereinafter referred to as "Module IIIB"). For the purposes of this Fourth Amendment, defined terms set forth in The Crossvine PDD are hereby incorporated by reference and included herein and reference shall be made to The Crossvine PDD for specific elements which are not specifically defined or otherwise set forth herein.

The Crossvine PDD remains in full force and effect with the exception of the matters addressed herein which shall be considered to be amendments to The Crossvine PDD. Elements, requirements, and conditions set forth in The Crossvine PDD shall be deemed to apply to those portions of the Property addressed by this Fourth Amendment unless specifically excluded, changed, or modified. Similarly, nothing in this Fourth Amendment shall be deemed to modify any elements, requirements, or conditions of The Crossvine PDD unless specifically noted herein.

The UDC for the City establishes certain requirements and standards for the development of Planned Development Districts. The version of the UDC (and regulations, fees, etc. associated therewith) applicable to the Project Area shall control all development standards except to the extent modified by this Fourth Amendment, The Crossvine PDD, or by the original Sedona PUD. Provisions of the UDC shall be interpreted to be consistent with The Crossvine PDD (as amended) and, in the event of any apparent conflict, the UDC shall be deemed amended to give full effect to The Crossvine PDD (as amended).

Amendments to The Crossvine PDD Section 2: Legal Description/Metes and Bounds

Addition of Property to The Crossvine PDD Project Area

The Crossvine PDD Project Area is expanded by this Fourth Amendment to include eight additional tracts of land. These tracts shall be incorporated into Module III and shall be more specifically known as Module IIIB. Briefly described, the additional included tracts of land (collectively, the "Additional Tracts") are:

1. A 2.010 acre tract generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 1"); and
2. A 0.504 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 2"); and
3. A 9.977 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 3"); and
4. A 14.994 acre tract generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 4"); and
5. A 3.987 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 5"); and
6. A 5.01 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 6"); and
7. A 20.003 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 7"); and
8. A 1.00 acre tract of land generally located SE of The Crossvine Module IIIA and west of FM 1518 ("Additional Tract 8").

Legal descriptions for each of the eight tracts of land noted above and to be included in The Crossvine PDD pursuant to this Fourth Amendment are included as Exhibits 1-8. In addition, a location map which graphically depicts the location of each of the above referenced tracts is included as Exhibit 9.

Additional Tracts; Zoning and PDD Applicability

Module IIIB shall be developed as single-family residential lots as currently allowed and governed by The Crossvine PDD or as may ultimately be permitted or allowed by The Crossvine PDD. The zoning for the Additional Tracts and the applicability of The Crossvine PDD to such Additional Tracts shall be:

Additional Tract 1:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 2:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 3:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;

Additional Tract 4:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 5:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 6:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 7:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments;
Additional Tract 8:	Shall be incorporated into Module III and the terms, conditions and requirements associated with Module I shall apply as set forth in The Crossvine PDD, this Amendment, and contemplated subsequent amendments.

Provided, however, as it relates to the Additional Tracts, the current use of such property shall continue to be permitted, including, but not limited to additional improvements, renovations, structures, etc. which are ancillary to the current use of such property.

Amendments to The Crossvine PDD Section 7: Module III

7.1.1 Module IIIB

Module IIIB is composed of 57.486 acres. Module IIIB shall be developed with single-family residential development and will likely be composed primarily of DSFR (1); although any Detached Single-Family Residential (DSFR(1)-DSFR(3)) shall be permitted in Module IIIB as well as any Detached Single-Family Residential lots which may be permitted in any subsequent amendment to The Crossvine PDD. Module IIIB abuts Module IIIA on its northern boundary, FM 1518 along its eastern boundary, and Ware Seguin Road on its southern boundary. The design for Module IIIB shall be a natural extension of the land plan design and development aesthetic of The Crossvine. The dominant theme and aesthetics of The Crossvine of accessible greenspace, walking trails, meandering roadways and intimate cul-de-sacs will be maintained. The construction, landscaping, signage, and other features in Module III will adhere to the Public Amenity and Architectural Standards as previously established by The Crossvine PDD for Module I.

Exhibit 10 (the "Module IIIB Conceptual Land Plan") attached hereto reflects the currently anticipated development of Module IIIB. It is hereby agreed that the zoning for Module IIIB (collectively, the "Module IIIB Zoning Categories") shall be:

Single-Family Residential: The area designated as Single-Family Residential shall include DSFR(1)-DSFR(3) or any subsequently approved single-family zoning along with the ancillary uses in the development of such areas (e.g., greenbelts, mail kiosks, amenity centers, etc.).

Land Use Dimensional Requirements (Ordinance 12-S-16)

	Min. Lot Size and Dimensions			Minimum Setback (Ft.)					Misc. Requirements				
Use Category	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft. - Resid.	Side Ft. Non-Resid.	Rear Ft. Resid	Rear Ft. Non Resid	Min. Off-Street Pkg	Max. Height (Ft.)	Max. Imperv Cover	DUE Allocation	Max. Home Size (*conditioned area) (in sq. ft.)*
Improved Property Land Use - Resid.													
Detached Single Family Residential													
DSFR(1)	5,500	50	110	20*	5	5	10	10	2	38	65%	1	3519**
DSFR(2)	7,200	60	120	20*	5	5	10	10	2	38	65%	1	4014**
DSFR(3)	8,400	70	120	20*	5	5	10	10	2	38	65%	1	4509**

**20 ft. minimum set back is from ROW line to garage. Porch, patio, courtyard or house may protrude into setback by no more than 5 ft.*

***Amended as a Minor Special Exception, approved by City of Schertz 4-18-2017*

TRACT 1: 2.010 ac

FIELD NOTES
September 18, 2019

BEING 2.010 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and also being out of a 4.991 acre tract described in Volume 8354,. Pag 909 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of the above reference 4.991 acre tract, said point also being the most easterly corner of a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas;

THENCE, N 30°00'54" W, (*N 30 °20'23" W-8354/460*)119.06 feet generally along an existing wire fence and the common line with said 4.000 acre tract to an iron found in same for a corner of this tract and the most southerly corner of a 0.50 acre tract described in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas;

THENCE, N 59°50'29" E, 170.29 feet (*N 59 °35'37" E, 168.32 feet-9392/1253*) along the common line with said 0.50 acre tract to an iron rod found for an interior corner of this tract and the most easterly corner of said 0.50 acre tract;

THENCE, N 30°23'56" W, 129.62 feet (*N 30 °21'45" W, 129.45 feet-9392/1253*) along the common line with said 0.50 acre tract to an iron rod found in the common line with a 9.977 acre tract described in Volume 18693, Page 578 of the Real Property Records of Bexar County, Texas for a corner of this tract and the most northerly corner of said 0.50 acre tract;

THENCE, N 59°37'47" E, (*N 59 °39'37" E-8354/909*) 271.61 feet generally along an existing wire fence and the common line with said 9.977 acre tract to a metal fence corner post found for the most northerly corner of this tract and the most westerly corner of a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas;

THENCE, S 29°54'52" E, 248.79 feet (*S 30 °19'18" E, 248.25 feet-16138/967*) generally along an existing wire fence and the common line with said 2.49 acre tract, crossing said 4.991 acre tract to an iron rod found in the common line with a 15.00 acre tract described in Volume 18733, Page 1544 of the Real Property Records of Bexar County, Texas for the most easterly corner of this tract and the most southerly corner of said 2.49 acre tract;

THENCE, S 59°42'23" W, (*S 59 °40'39" W-8354/909*) 251.17 feet along the common line with said 15.00 acre tract to an iron rod found for an angle point of this tract and the most northerly corner of said 5.000 acre tract;

THENCE, S 59°44'20" W, (*S 59 °40'39" W-8354/909*) 189.42 feet along the common lline with said 5.000 acre tract to the POINT OF BEGINNING and containing 2.010 acres of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN19-149

EXHIBIT 1

TRACT 2: 0.504

FIELD NOTES
August 11, 2017

BEING 0.504 acre of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being described as a 0.50 acre tract in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas for the most westerly corner of this tract and the most westerly corner of said 0.50 acre tract, said point also being the most northerly corner of a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas;

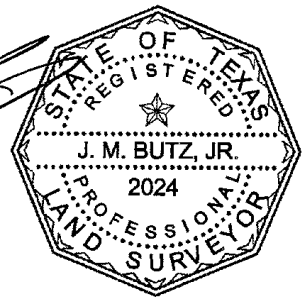
THENCE, N 59°37'47" E, 169.42 feet (*N 59°35'19" E, 168.41 feet-9392/1253*) generally along an existing fence and the common line with said 10.000 acre tract to an iron rod found in same for the most northerly corner of this tract and the most northerly corner of said 0.50 acre tract, said point being S 59°37'47" E, 881.93 feet from an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most easterly corner of said 10.000 acre tract;

THENCE, S 30°23'56" E, 129.65 feet (*S 30°21'45" E, 129.45 feet-9392/1253*) along the common line with the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas to an iron rod found for the most easterly corner of this tract and the most easterly corner of said 0.50 acre tract;

THENCE, S 59°50'29" W, 170.29 feet (*S 59°35'37" W, 168.32 feet-9392/1253*) along the common line with the remaining portion of said 4.991 acre tract to an iron rod found in the common line with said 4.000 acre tract;

THENCE, N 30°00'54" W, 129.02 feet (*N 30°24'04" W, 129.24 feet-9392/1253*) generally along an existing fence and the common line with said 4.000 acre tract to the POINT OF BEGINNING and containing 0.504 acre of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-127

EXHIBIT 2

TRACT 3: 9.977 ac

FIELD NOTES
July 27, 2017

BEING 9.977 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and also being described as a 10.00 acre tract in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most easterly corner of this tract and the most easterly corner of the above referenced 10.00 acre tract, said point also being the most northerly corner of a 1.000 acre tract described in Volume 11742, Page 1697 of the Real Property Records of Bexar County, Texas;

THENCE, S 59°43'33" W, (*S 59°39'04" W-13868/1327*) 434.47 feet (*S 59°46'11" W, 435.60 feet-11742/1697*) generally along an existing fence and the common line with said 1.000 acre tract to an iron rod found for the an angle point of this tract and the most westerly corner of said 1.000 acre tract;

THENCE, S 59°37'47" W, (*S 59°39'04" W-13868/1327*) 616.88 feet (*S 59°39'37" W, 615.98 feet-8354/909*) generally along an existing fence and the common line with a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas: the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas and the common line with a 0.500 acre tract described in Volume 10187, Page 27 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most westerly corner of said 0.500 acre tract;

THENCE, S 59°37'09" W, (*S 59°39'04" W-13868/1327*) 698.97 feet (*S 59°39'37" W, 700.04 feet-8354/460*) generally along an existing fence and the common line with a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas to an iron rod found for the most southerly corner of this tract and the most westerly corner of said 4.000 acre tract;

THENCE, N 28°59'16" W, 249.16 feet (*N 29°00'13" W, 248.80 feet-13868/1327*) generally along an existing fence and the common line with a 9.968 acre tract described in Volume 9231, Page 2119 of the Real Property Records of Bexar County, Texas to an iron rod found in the common line with a 145.427 acre tract described in Volume 11564, Page 1814 of the Real Property Records of Bexar County, Texas for the most westerly corner of this tract and the most northerly corenr of said 9.968 acre tract;

THENCE, N 59°39'37" E, 1745.68 feet (*Ref. Brg. N 59°39'37" E, 1745.52 feet-13868/1327*) generally along an existing fence and the common line with said 145.427 acre tract to an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most northerly corner of this tract and the most easterly corner of said 145.427 acre tract;

THENCE, S 30°03'26" E, 248.76 feet (*S 30°11'36" E, 248.45 feet-13868/1327*) along said southwest R.O.W. line to the POINT OF BEGINNING and containing 9.977 acres of land, more or less.

Note: Plat also prepared this day.

J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

STATE OF TEXAS
REGISTERED
J. M. BUTZ, JR.
2024
PROFESSIONAL
LAND SURVEYOR

FN17-124

EXHIBIT 3

TRACT 4: 14.994 ac

FIELD NOTES
August 11, 2017

BEING 14.994 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being comprised of a 10.000 acre tract described in Volume 1638, Page 193 of the Real Property Records of Bexar County, Texas and 4.994 acres out of a 10.000 acre tract described in Volume 1599, Page 315 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing southwest R.O.W. line of F. M. Highway 1518 for the most northerly corner of this tract and the most northerly corner of said 10.000 acre tract described in Volume 1599, Page 315, said point also being the most easterly corner of a 2.49 acre tract described in Volume 16138, Page 967 of the Real Property Records of Bexar County, Texas;

THENCE, S 30°05'54" E, (*S 30°16'00" E-1599/315*) along said southwest R.O.W. line passing the most easterly corner of said 10.000 acre tract described in Volume 1599, Page 315 at 247.71 feet and continuing a total distance of 494.33 feet to an iron rod found in same for the most easterly corner of this tract and the most easterly corner of said 10.000 acre tract described in Volume 1638, Page 193;

THENCE, S 59°42'25" W, 1767.14 feet (*S 59°39'37" W, 1766.07 feet-1638/193*) generally along an existing fence and the common line with a 10.000 acre tract described in Volume 1839, Page 504 of the Real Property Records of Bexar County, Texas; Lot 1, Block 2 of Boenig Subdivision as recorded in Volume 8600, Page 159 of the Deed and Plat Records of Bexar County, Texas and a 14.199 acre tract described in Volume 17653, Page 2384 of the Real Property Records of Bexar County, Texas to an iron rod found in the common line with a 10.000 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of said 10.000 acre tract described in Volume 1638, Page 193;

THENCE, N 28°58'19" W, 246.78 feet (*N 29°06'11" W, 247.05 feet-1638/193*) generally along an existing fence and the common line with said 10.000 acre tract described in Volume 10054, Page 1692 to an iron rod set for the most westerly corner of this tract and the most westerly corner of said 10.000 acre tract described in Volume 1638, Page 193, and also being the most southerly corner of a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas;

THENCE, N 59°44'23" E, 795.24 feet (*N 59°39'37" E, 794.80 feet-14514/528*) along the common line with said 5.000 acre tract to an iron rod set for a corner of this tract and a corner of said 5.000 acre tract and the beginning of a curve to the right;

THENCE, along the common line with said 5.000 acre tract in a northeasterly direction and having a central angle of 141°03'36" , a radius of 50.00 feet (*50.00 feet-14514/528*), a tangent distance of 141.43 feet, an arc length of 123.10 feet (*122.17 feet-14514/528*) and chord bearing and distance of N 39°37'07" E, 94.28 feet (*N 39°39'27" E, 93.97 feet-14514/528*) to an iron rod set for the end of this curve and the beginning of a curve to the left;

EXHIBIT 4

TRACT 4

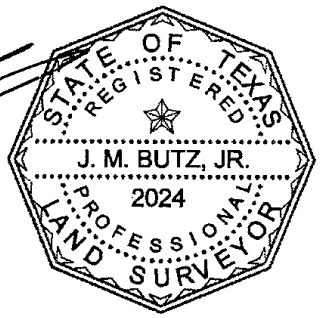
Page 2 (14.994 acres)

THENCE, along the common line with said 5.000 acre tract in an easterly direction and having a central of 49°55'25", a radius of 20.00 feet, (*20.00 feet-14514/528*) a tangent distance of 9.31 feet, an arc length of 17.43 feet, (*17.45 feet-14514/528*) and a chord bearing an distance of N 84°41'46" E, 16.88 feet (*N 84°39'12" E, 16.90 feet-14514/528*) to an iron rod found for the end of this curve and a corner of this tract and a corner of said 5.000 acre tract, said point also being a corner of a 50' Ingress-Egress Easement described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas;

THENCE, N 30°17'43" W, 222.81 feet (*N 30°20'57" W, 220.70 feet-14514/528*) along the common line with said 5.000 acre tact to an iron rod found in the common line with a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas for a corner of this tract and the most northerly corner of said 5.000 acre tract;

THENCE, N 59°42'23" E, (*N 59°39'37" E-1599/315*) 864.04 feet generally along an existing fence and the common line with said 4.991 acre tract and said 2.49 acre tract to the POINT OF BEGINNING and containing 14.994 acres of land, more or less.

Note: Plat also prepared this day



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-126.1

EXHIBIT 4 Cont.

TRACT 5: 3.987 ac

FIELD NOTES
August 11, 2017

BEING 3.987 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being described as a 4.000 acre tract in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the common line with a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas for the most northerly corner of this tract and the most northerly corner of the above referenced 4.000 acre tract, said point also being the most westerly corner of a 0.50 acre tract described in Volume 9392, Page 1253 of the Real Property Records of Bexar County, Texas;

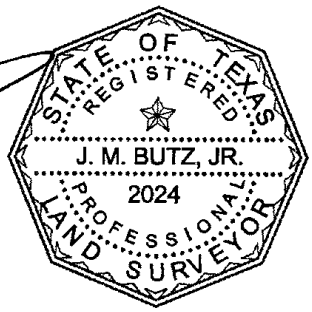
THENCE, S 30°00'54" E, (*S 30°20'23" E-8354/460*) generally along an existing fence and the common line with said 0.50 acre tract passing an iron rod found at 129.02 feet (*129.24 feet-9392/1253*) and continuing along the common line with the remaining portion of a 4.991 acre tract described in Volume 8354, Page 909 of the Real Property Records of Bexar County, Texas a total distance of 248.09 feet (*248.10 feet-8354/460*) to an iron rod found in the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas for the most easterly corner of this tract and the most easterly corner of said 4.000 acre tract;

THENCE, S 59°42'15" W, 703.95 feet (*S 59°42'11" W, 706.03 feet-8354/460*) along the common line with said 5.000 acre tract to an iron rod found in the common line with a 10.000 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas for the most southerly corner of this tract and the most southerly corner of said 4.000 acre tract;

THENCE, N 28°51'36" W, 247.13 feet (*N 28°57'15" W, 247.65 feet-8354/460*) generally along an existing fence and the common line with said 10.000 acre tract and a 9.968 acre tract described in Volume 9231, Page 2119 of the Real Property Records of Bexar County, Texas to an iron rod found in same for the most westerly corner of this tract and the most westerly corner of said 4.000 acre tract, said point also being the most southerly corner of said 10.000 acre tract described in Volume 13868, Page 1327;

THENCE, N 59°37'09" E, 698.97 feet (*N 59°39'37" E, 700.04 feet-8354/460*) generally along an existing fence and the common line with said 10.000 acre tract to the POINT OF BEGINNING and containing 3.987 acres of land, more or less.

Note: Plat also prepared this day.



J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-126.2

EXHIBIT 5

TRACT 6: 5.01 ac

STATE OF TEXAS
COUNTY OF BEXAR

Field note description of a 5.01 acre tract of land out of the Julian Diaz Survey No. 66, Abstract No. 187, County Block 5059 in Bexar County, Texas. Said 5.01 acre tract of land being the same land as described in a Corrective Foreclosure Sale Deed to U.S. Bank, N.A. as Trustee for the Registered Holders of Structured Asset Securities Corporation Mortgage Pass-through Certificates, Series 2007-TC1, recorded in Volume 14514, Page 528 of the Official Public Records of Bexar County, Texas. Said 5.01 acre tract of land also being out of a called 10.0 acre tract of land as described in a Deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Official Public Records of Bexar County, Texas. Said 5.01 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a one half inch iron rod found on the southwest right-of-way line of F.M. Highway 1518 (80' ROW), for the north corner of a called 10.0 acre tract of land as described in a deed to Roy B. Juarez and wife Edna M. Juarez, recorded in Volume 1839, Page 504 of the Deed Records of Bexar County, Texas.

THENCE along the southwest right-of-way line of F.M. Highway 1518, North 30° 32' 00" West, a distance of 247.59 feet to a "x" found in concrete in the center of a fifty-foot wide ingress and egress easement and being the east corner of a called 10.000 acre tract of land as described in a deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Deed Records of Bexar County, Texas, and North 30° 32' 00" West, a distance of 247.65 feet to a "x" found for the north corner of the aforesaid 10.000 acre tract of land.

THENCE along the northwest line of the aforesaid 10.000 acre tract of land, South 59° 13' 49" West, a distance of 663.70 feet to a one half inch iron rod found for the north corner and point of **BEGINNING** of the herein described 5.01 acre tract of land.

THENCE cutting into the aforesaid 10.000 acre tract of land, **South 30° 48' 21" East**, a distance of **222.73** feet, (record being South 30° 20' 57" East, a distance of 220.70 feet) to a one half inch iron rod found for the east corner of this tract and being the P.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 06" and whose chord bears South 84° 11' 48" West, a distance of 16.90 feet) an arc distance of 17.45 feet to a one half inch iron rod set for the P.R.C. of a curve to the left.

THENCE with said curve to the left (whose radius is 50.00 feet, central angle is 139° 44' 10" and whose chord bears South 39° 19' 16" West, a distance of 93.89 feet) an arc distance of 121.94 feet to a one half inch iron rod set for the end of the curve and being on the southeast line of the aforesaid 10.000 acre tract of land.

THENCE with the southeast line of the aforesaid 10.000 acre tract, **South 59° 13' 31" West,** a distance of **795.26 feet**, (record being South 59° 39' 37" West, a distance of 794.80 feet) to a one half inch iron rod found for the south corner of this tract, same being the south corner of the aforesaid 10.000 acre tract of land.

THENCE with the southwest line of this tract and the northeast line of a tract of land as conveyed to Jennifer Varelans, recorded in Volume 10054, Page 1692 of the Official Public Records of Bexar County, Texas, **North 29° 23' 43" West,** a distance of **248.54** feet (record being North 29° 06' 10" West, a distance of 245.77 feet) to a one half inch iron rod found for the west corner of this tract and the south corner of a tract of land as conveyed to Salustiano A Pino, recorded in Volume 8354, Page 460 of the Official Public Records of Bexar County, Texas.

THENCE with the northwest line of this tract and the southeast line of the Salustiano A. Pino tract, **North 59° 17' 02" East,** a distance of **892.76** feet (record being North 59° 39' 37" East, a distance of 893.07 feet) to a the **POINT OF BEGINNING.**

EXHIBIT 6

TRACT 6

STATE OF TEXAS
COUNTY OF BEXAR

Field note description of a non-exclusive ingress and egress easement over a 1.18 acre tract of land out of the Julian Diaz Survey No. 66, Abstract No. 187, County Block 5059 in Bexar County, Texas. Said ingress and egress easement being the same easement as described in a Corrective Foreclosure Sale Deed to U.S. Bank, N.A. as Trustee for the Registered Holders of Structured Asset Securities Corporation Mortgage Pass-through Certificates, Series 2007-TC1, recorded in Volume 14514, Page 528 of the Official Public Records of Bexar County, Texas. Said ingress and egress easement being partially out of a called 10.0 acre tract of land as described in a Deed to Salustiano A. Pino, recorded in Volume 1599, Page 315 of the Official Public Records of Bexar County, Texas. Said ingress and egress easement being more particularly described by metes and bounds as follows:

COMMENCING at a one half inch iron rod found on the southwest right-of-way line of F.M. Highway 1518 (80' ROW), for the north corner of a called 10.0 acre tract of land as described in a deed to Roy B. Juarez and wife Edna M. Juarez, recorded in Volume 1839, Page 504 of the Deed Records of Bexar County, Texas.

THENCE along the southwest right-of-way line of F.M. Highway 1518, **North 30° 32' 00" West**, a distance of **247.59** feet to a point for the center of a fifty foot wide ingress and egress easement and being the point of **BEGINNING** of the herein described ingress and egress easement.

Thence continuing along the southwest right-of-way line of F.M. Highway 1518, **North 30° 32' 00" West**, a distance of **25.32** feet to a point for the north corner of this ingress and egress easement.

THENCE along the northwest line of this ingress and egress easement, **South 59° 12' 13" West**, a distance of **862.65** feet to a point for the P.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 06" and whose chord bears South 84° 11' 48" West, a distance of 16.90 feet) an arc distance of 17.45 feet to a one half inch iron rod set for the P.R.C. of a curve to the left.

THENCE with said curve to the left (whose radius is 50.00 feet, central angle is 139° 44' 10" and whose chord bears South 39° 19' 16" West, a distance of 93.89 feet) an arc distance of 121.94 feet to a one half inch iron rod set for the P.C.C. of the curve and being on the southeast line of the aforesaid 10.000 acre tract of land.

THENCE continuing with said curve to the left (whose radius is 50.00 feet, central angle is 140° 15' 24" and whose chord bears North 79° 19' 28" East, a distance of 94.05 feet) an arc distance of 122.40 feet to a point for the P.R.C. of a curve to the right.

THENCE with said curve to the right (whose radius is 20.00 feet, central angle is 49° 59' 26" and whose chord bears North 84° 11' 29" East, a distance of 16.90 feet) an arc distance of 17.45 feet to a point for the P.T. of the curve.

THENCE with the southeast line of this ingress and egress easement, **North 59° 12' 13" East,** a distance of **862.41 feet to a point on the southwest right-of-way line of F.M. Highway 1518.**

THENCE along the southwest right-of-way line of F.M. 1518, **North 30° 32' 00" West,** a distance of **24.67** feet to the **POINT OF BEGINNING.**

EXHIBIT 6 Cont.

TRACT 7: 20.003 ac

FIELD NOTES
August 11, 2017

BEING 20.003 acres of land, more or less, out of the Julian Diaz Survey No. 66, Abstract 187, County Block 5059, Bexar County, Texas and being comprised of a 9.968 acre tract described in Volume 9231, Page 2119 and a 10.000 acre tract described in Volume 10054, Page 1692, both in the Real Property Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found in the existing northeast R.O.W. line of Ware-Seguin Road for the most southerly corner of this tract and the most southerly corner of the above referenced 10.000 acre tract, said point also being the most westerly corner of Lot 2 of the Boenig Subdivision, Unit 1 as recorded in Volume 7800, Page 85 of the Deed and Plat Records of Bexar County, Texas;

THENCE, N 40°41'55" W, 85.28 feet (*N 40°48'00" W, 85.28 feet-10054/1692*) along said northeast R.O.W. line to an iron rod set in same for an angle point of this tract;

THENCE, N 33°11'23" W, 30.62 feet (*N 28°54'23" W, 30.64 feet-10054/1692*) along said northeast R.O.W. line to an iron rod set for an interior corner of this tract, and the common corner with said 9.968 acre tract;

THENCE, S 58°29'07" W, 30.44 feet (*S 58°27'31" W, 30.41 feet-9231/2119*) along the northwest R.O.W. line of said Ware-Seguin Road to an iron rod set for a corner of this tract and the southerly corner of said 9.968 acre tract;

THENCE, N 28°56'17" W, 1598.70 feet (*N 29°06'10" W, 1598.01 feet-9231/2119*) generally along an existing fence and the common line with a 91.288 acre tract described in Volume 11601, Page 2280 of the Real Property Records of Bexar County, Texas to an iron rod found for the most westerly corner of this tract and the most westerly corner of said 9.968 acre tract;

THENCE, N 59°59'10" E, 509.96 feet (*N 59°39'37" E, 509.12 feet-9231/2119*) generally along an existing fence and the common line with a 145.276 acre tract described in Volume 11564, Page 1814 of the Real Property Records of Bexar County, Texas to an iron rod found for the most northerly corner of this tract and the most northerly corner of said 9.968 acre tract, said point also being the most westerly corner of a 10.000 acre tract described in Volume 13868, Page 1327 of the Real Property Records of Bexar County, Texas;

THENCE, S 28°59'16" E, 249.16 feet (*S 28°00'13" E, 248.80 feet-13868/1327*) generally along an existing fence and the common line with said 10.000 acre tract to an iron rod found for an angle point of this tract and the most southerly corner of said 10.000 acre tract;

THENCE, S 28°51'36" E, 247.12 feet (*S 28°57'15" E, 247.65 feet-8354/460*) generally along an existing fence and the common line with a 4.000 acre tract described in Volume 8354, Page 460 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most southerly corner of said 4.000 acre tract;

EXHIBIT 7

TRACT 7

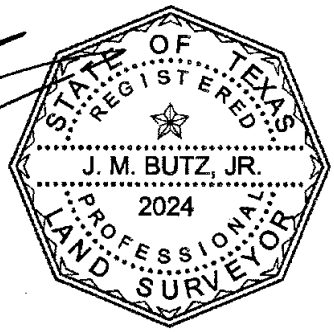
Page 2 (20.003 acre tract)

THENCE, S 28°58'19" E, (*S 29°06'10" E-10054/1692*) 494.53 feet generally along an existing fence and the common line with a 5.000 acre tract described in Volume 14514, Page 528 of the Real Property Records of Bexar County, Texas and a 10.000 acre tract described in Volume 1638, Page 193 of the Real Property Records of Bexar County, Texas to an iron rod found for an angle point of this tract and the most southerly corner of said 10.000 acre tract;

THENCE, S 29°02'59" E, (*S 29°06'10" E-10054/1692*) 730.22 feet generally along an existing fence and the common line with a 14.199 acre tract described in Volume 17653, Page 2384 of the Real Property Records of Bexar County, Texas to an iron rod found for the most easterly corner of this tract and the most easterly corner of the 10.00 acre tract described in Volume 10054, Page 1692 of the Real Property Records of Bexar County, Texas, said point also being the most northerly corner of said Lot 2 of the Boenig Subdivision, Unit 1;

THENCE, S 61°04'30" W, 461.40 feet (*S 61°58'25" W, 461.71 feet-10054/1692*) generally along an existing fence and the common line with said Lot 2 to the POINT OF BEGINNING and containing 20.003 acres of land, more or less.

Note: Plat also prepared this day.



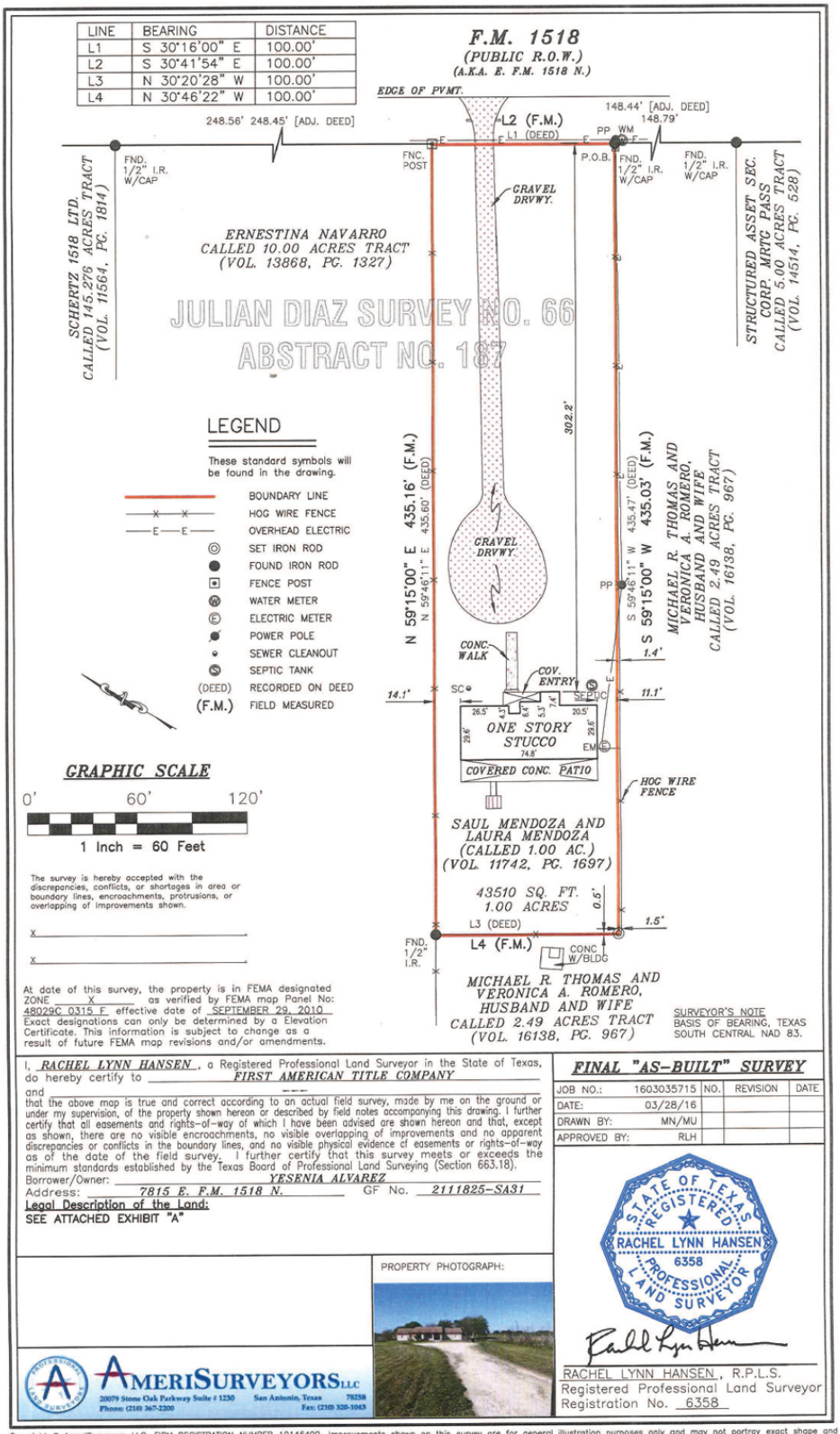
J. M. Butz, Jr.
Registered Professional Land Surveyor
No. 2024

FN17-125

EXHIBIT 7 Cont.

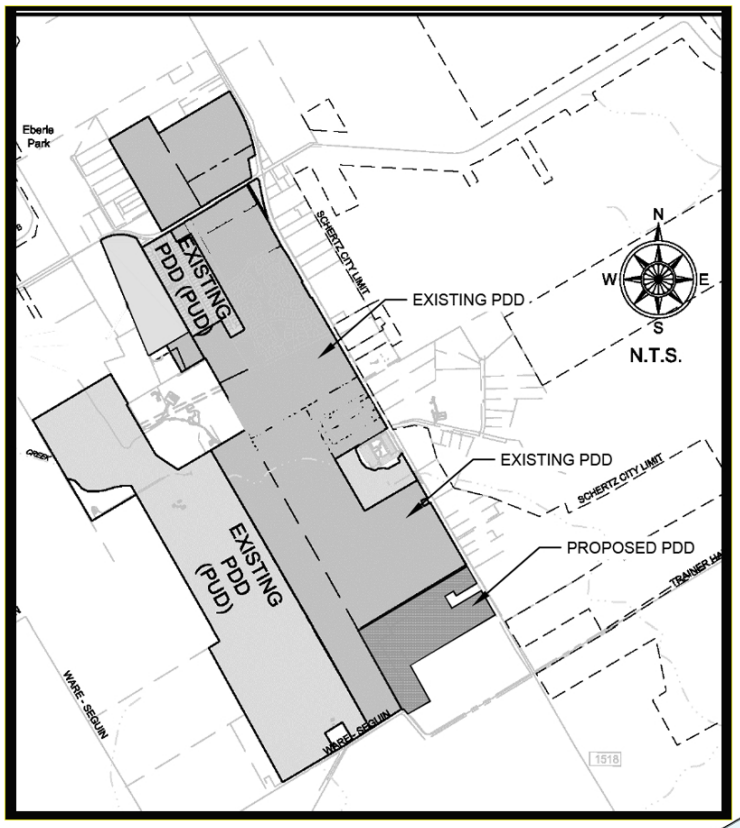
TRACT 8: 1.00 ac

A 1.00 ACRE TRACT OUT OF THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT NO. 187, COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS, SAME BEING THE CALLED 1.00 ACRE TRACT, DESCRIBED IN A DEED TO SAUL MENDOZA AND LAURA MENDOZA, IN VOLUME 11742, PAGE 1697, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID 1.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT " ATTACHED HERETO AND MADE A PART HEREOF.

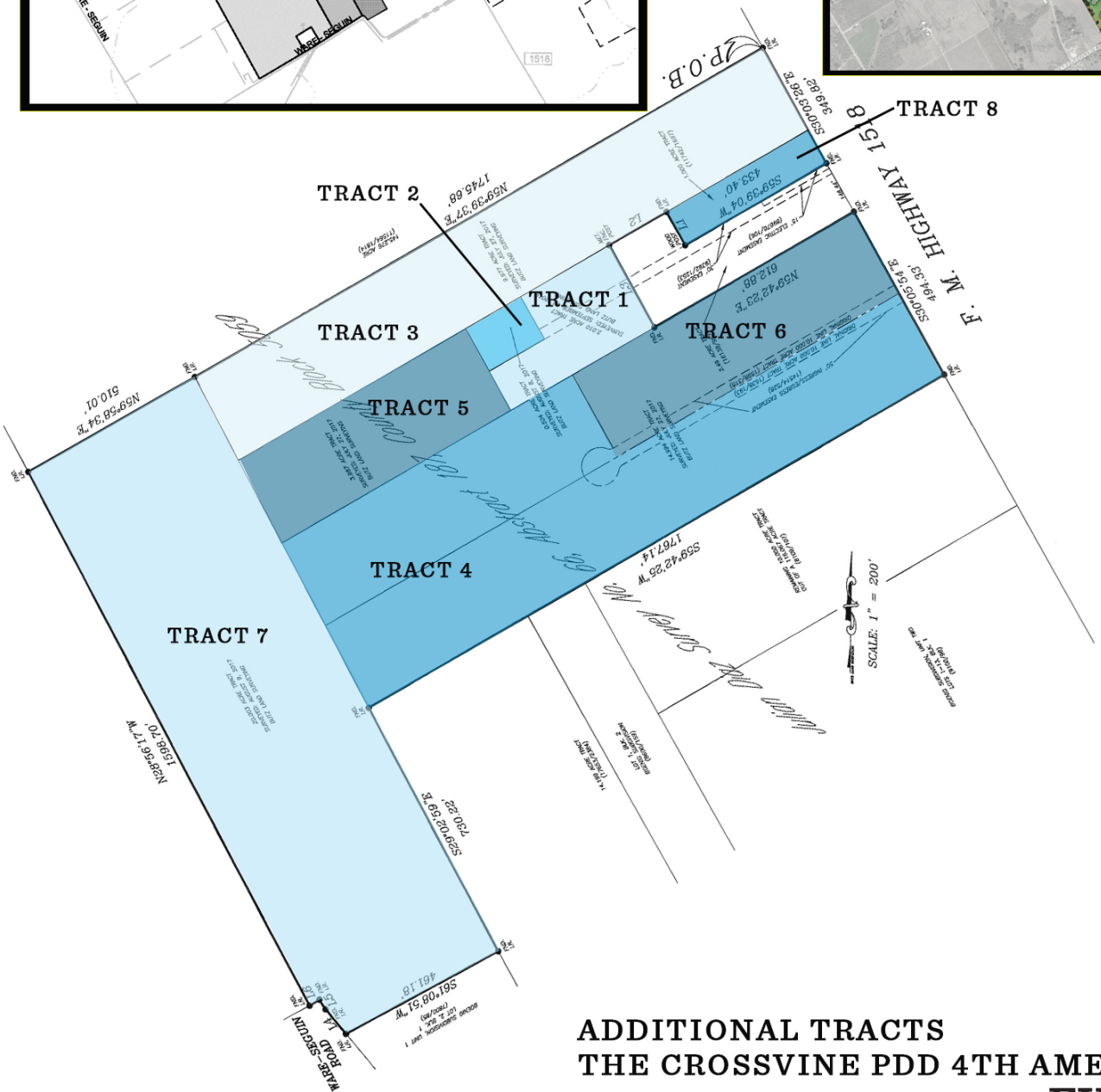


Copyright © AmeriSurveyors LLC. FIRM REGISTRATION NUMBER 10146400. Improvements shown on this survey are for general illustration purposes only and may not portray exact shape and size. Survey is based on a Title report issued by the Title Company listed above issued under Commitment No./GF No. shown on this survey. email questions to: info@amerisurveyors.com

EXHIBIT 8







ADDITIONAL TRACTS
THE CROSSVINE PDD 4TH AMENDMENT
EXHIBIT 9



LEGAL DESCRIPTION:

BEING A 57.486 ACRE (2,504,090.16 SQ. FT.) TRACT OF LAND, IN THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT NO. 187, COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS

LOT COUNTS	
TYPE	TOTAL
SF RESIDENTIAL	213
TOTAL RESIDENTIAL	213

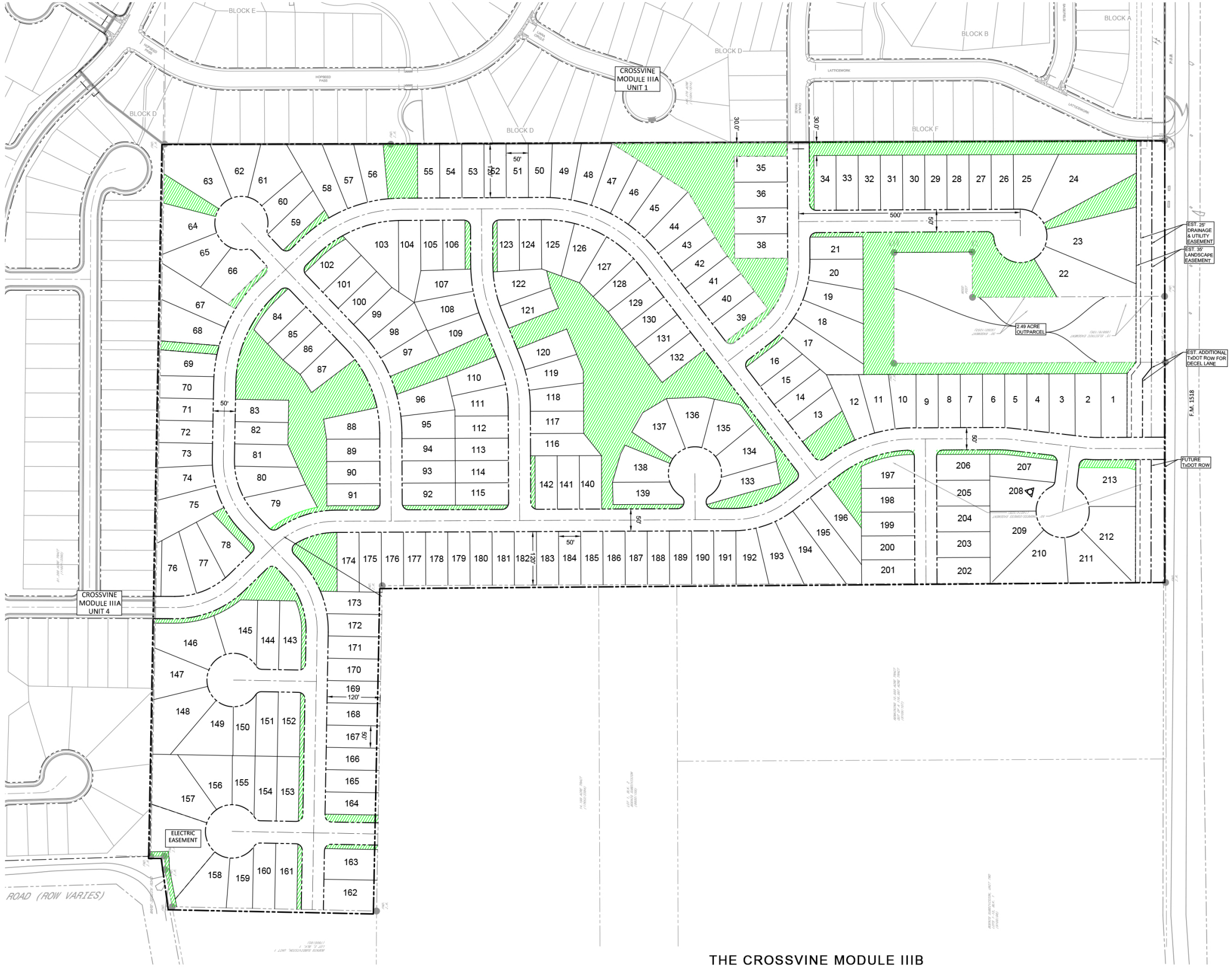
THE CROSSVINE MODULE IIIB
CONCEPTUAL LAND PLAN
MARCH 16, 2020

MALONE★WHEELER
SINCE INC. 1995
CIVIL ENGINEERING● DEVELOPMENT CONSULTING● PROJECT MANAGEMENT
5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

EXHIBIT 10

F:\SEDONA MASTER FILES\P-LAN\PLAN-MODULE 4 - OPTION 2.DWG, 4/16/2020, MW

F:\SEDONA MASTER FILES\P-LAN\PLAN-MODULE 4 - OPTION 2.dwg, 4/16/2020 2:44:04 PM, MWW



LEGEND

- BOUNDARY LINE
- EXIST. UTILITY EASEMENT
- PROP. ROW
- PROP. LOT LINE
- PROP. LOT - RESTRICTED TO 70' PAD
- PROP. OPEN SPACE

SCALE: 1" = 100'

LEGAL DESCRIPTION:

BEING A 57.486 ACRE (2,504,090.16 SQ. FT.) TRACT OF LAND, IN THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT NO. 187, COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS

LOT COUNTS	
TYPE	TOTAL
SF RESIDENTIAL	213
TOTAL RESIDENTIAL	213

THE CROSSVINE MODULE IIIB

CONCEPTUAL LAND PLAN
MARCH 16, 2020

MALONE★WHEELER
SINCE INC. 1995
CIVIL ENGINEERING★ DEVELOPMENT CONSULTING★ PROJECT MANAGEMENT
5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

F:\SEDONA MASTER FILES\P-LAN\DR_LAN-MODULE-4 - OPTION 2.DWG, 4/16/2020, MV

F:\SEDONA MASTER FILES\P-LAN\DR_LAN-MODULE-4 - OPTION 2.dwg, 4/16/2020 2:44:04 PM, MWV

EXHIBIT 10



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

THE CROSSVINE PDD 4TH AMENDMENT

<all other values>
Highways
Major Roads
Minor Roads
Other Cities

<all other values>
Freeway
Principal Arterial
Planned Principal Arterial
Secondary Arterial

Planned Secondary Arterial
Secondary Rural Arterial
Planned Secondary Rural Arterial
Residential Collector
Planned Residential Collector

Commercial Collector B
Planned Commercial Collector B
Commercial Collector A
Planned Commercial Collector A

1", 1 1/2"
2", 2 1/2"
3"
4"
6"
8"

10"
12"
16"
18"
20"
24"

30"
36"
Neighboring Main
Private

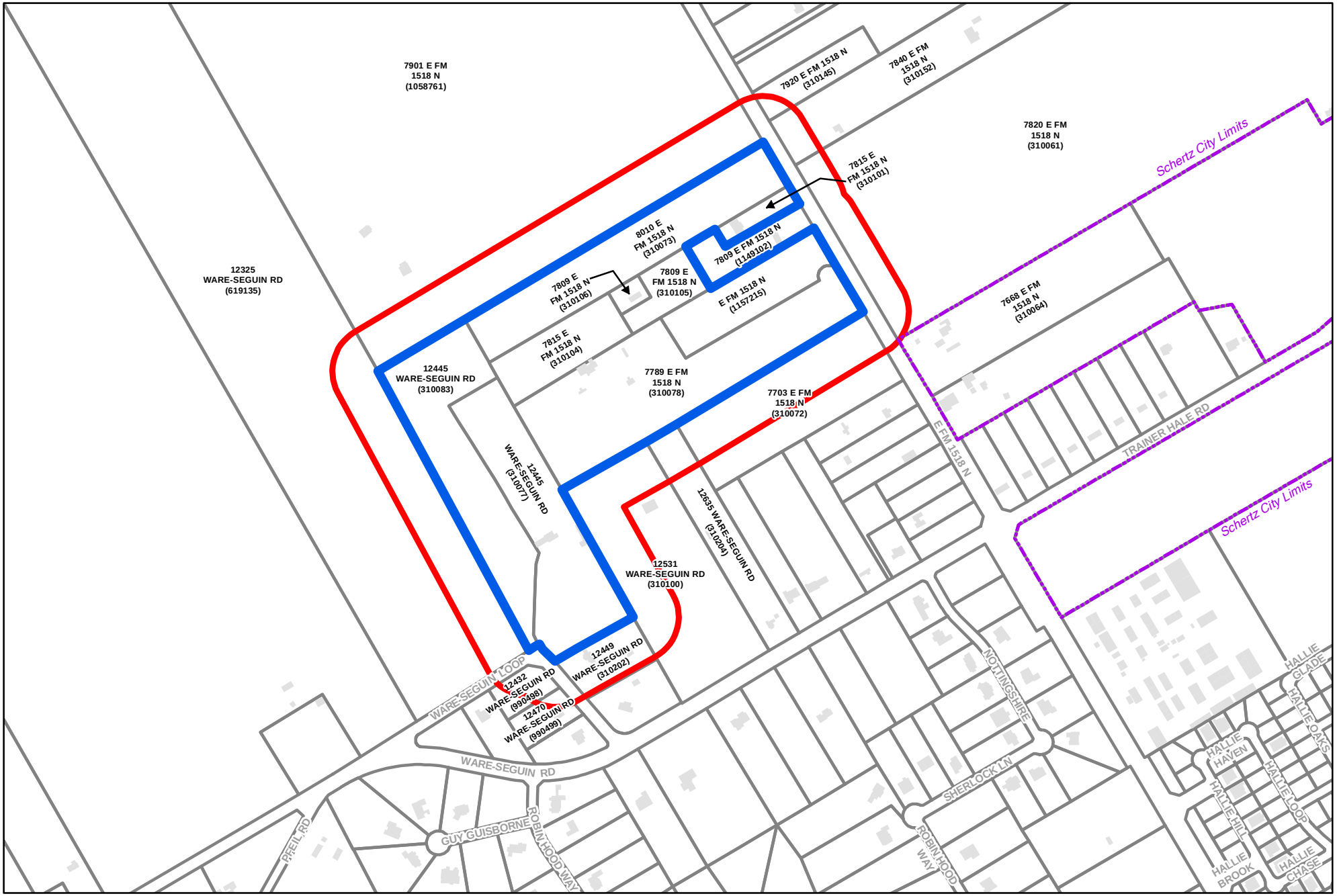
Schertz Gravity
Schertz Pressure
Neighboring Gravity
Private Pressure

Hydrant
Manholes

200' Buffer
Schertz Municipal Boundary
County Boundaries

1 Inch = 300 Feet

0 150 300 600 Feet



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

City of Schertz

THE CROSSVINE PDD
4TH AMENDMENT

Parcel Boundaries

Schertz Municipal Boundary

200' Notification Buffer

N
W E
S

0 300 600 1,200 1,800 Feet

Last Update: January 14, 2021

City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185

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

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

January 29, 2021

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, February 10, 2021** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

ZC2020-014– A request to rezone approximately 58 acres of land from Single- Family Residential / Agricultural (R-A) to Planned Development District (PDD), generally located approximately 1,560 feet north west of the intersection of FM 1518 and Ware-Seguin Road, also known as Bexar County Property Identification Numbers 310073, 310106, 310101, 310105, 310104, 310078, 1157215, 310077, and 310083, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Emily Delgado, Senior Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail edelgado@schertz.com. If you have any questions please feel free to call Emily Delgado, Senior Planner directly at (210) 619-1784.

Sincerely,

Emily Delgado

Emily Delgado
Senior Planner

Reply Form

I am: in favor of ☐ opposed to ☑ neutral to ☐ the request for **ZC2020-014**

COMMENTS: _____

NAME: Albert McCoy (PLEASE PRINT) SIGNATURE Albert McCoy

STREET ADDRESS: 12531 Ware Seguin Rd Schertz TX 78154

DATE: 2-03-2021

Reply Form

I am: in favor of ☐ opposed to ☐ neutral to ☐ the request for **ZC2020-014**

COMMENTS: Would like to attend

NAME: Michael A McCoy SIGNATURE

(PLEASE PRINT)

STREET ADDRESS: 7868 E. FM 1518 N Schertz 78154

DATE: 02-06-21

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

January 29, 2021

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, February 10, 2021** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

ZC2020-014– A request to rezone approximately 58 acres of land from Single- Family Residential / Agricultural (R-A) to Planned Development District (PDD), generally located approximately 1,560 feet north west of the intersection of FM 1518 and Ware-Seguin Road, also known as Bexar County Property Identification Numbers 310073, 310106, 310101, 310105, 310104, 310078, 1157215, 310077, and 310083, City of Schertz, Bexar County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Emily Delgado, Senior Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail edelgado@schertz.com. If you have any questions please feel free to call Emily Delgado, Senior Planner directly at (210) 619-1784.

Sincerely,

Emily Delgado

Emily Delgado
Senior Planner

Reply Form

I am: in favor of ☐ opposed to ☑ neutral to ☐ the request for **ZC2020-014**

COMMENTS: Too many homes could be built by the developers.

NAME: Clay Phipps (PLEASE PRINT) SIGNATURE Clay Phipps

STREET ADDRESS: 12470 Ware Seguin Rd, Schertz, Tx. 78154

DATE: 4 Feb. 2021

We want to keep it quiet and less traffic.

Agenda No. 6.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Planning & Community Development**
Subject:	**Resolution No. 21-R-28 - Consideration and/or action approving a Resolution authorizing the revised Bylaws of the Planning and Zoning Commission, and other matters in connection therewith. (B. James / L. Wood / E. Delgado)**

BACKGROUND

At the February 10, 2021, Planning and Zoning Commission meeting, Commissioner Haynes requested staff to review the currently adopted Planning and Zoning Commission bylaws to ensure that the correct meeting dates were listed. A review by Planning staff of the latest bylaws adopted by the City Council on October 22, 2019 (Res. No. 19-R-142) determined that the bylaws in fact indicated the meetings were held on the second and fourth Tuesdays of each month.

Since the bylaws as adopted are currently incorrect, staff has provided a draft of updated bylaws to correct Section 3 Meetings, subsection A to correctly state "Meetings shall generally be held on the second and fourth **Wednesdays** of the month."

There are no other proposed bylaw changes within this proposed resolution.

GOAL

To approve the proposed amendments to the Planning and Zoning Commission bylaws.

COMMUNITY BENEFIT

The proposed amendment to the Planning and Zoning Commission bylaws will accurately reflect with the Commission actually meets. Currently, the bylaws that are adopted incorrectly state that the Commission meets on Tuesdays which could cause confusion.

SUMMARY OF RECOMMENDED ACTION

To approve the proposed amendments to the Planning and Zoning Commission bylaws.

FISCAL IMPACT

None.

RECOMMENDATION

At the March 25, 2021 Planning and Zoning Commission meeting staff presented the proposed change to correct the meeting date from Tuesdays to Wednesdays. The Commission made a unanimous recommendation of approval to the City Council.

Staff recommends approval of Resolution 21-R-28 as presented.

Attachments

Res. No. 21-R-28
Bylaw Update- 2021- Redlines
Proposed Bylaws- CLEAN VERSION

RESOLUTION NO. 21-R-28

A RESOLUTION OF THE CITY COUNCIL OF SCHERTZ, TEXAS AUTHORIZING THE REVISED BYLAWS OF THE PLANNING AND ZONING COMMISSION, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Planning and Zoning Commission of the City of Schertz (the "City") has recommended that the City approve the revised Bylaws, herein as "Exhibit A" of the Planning and Zoning Commission; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the revised Bylaws of the Planning and Zoning Commission

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

Section 1. The City Council hereby authorizes the revised bylaws of the Planning and Zoning Commission.

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of April, 2021.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary
(SEAL OF THE CITY)

REDLINES

Planning and Zoning Commission Bylaws

Section 1 – Purpose

The Planning and Zoning Commission shall:

A. Review and approve or make recommendations on applications as set forth in the City of Schertz Unified Development Code.
B. Make recommendations regarding the implementation of the City's Comprehensive Plan.

Section 2 – Membership and Officers

A. The Planning and Zoning Commission shall be composed of seven (7) members and two (2) additional members who shall serve as alternates. The alternates will not be seated unless one of the regular members is not in attendance at the start of the meeting. If seated, an alternate shall serve in place of the regular member even if the regular member arrives late. Four (4) members shall make a quorum.
B. Commissioners shall reside within the corporate limits of the City.
C. Commissioners shall serve two (2) year staggered terms with the terms of 3 Commissioners and the alternate expiring in odd numbered years and 4 Commissioners expiring in even numbered years.
D. Terms shall expire on May 31.
E. The Commission shall hold elections for a chair who shall serve as the presiding officer and vice chair at the first meeting in August of each year. Special elections shall be held as needed if the chair or vice chair's membership ends during their term.

Section 3 – Meetings

A. Meetings shall generally be held on the second and fourth ~~Tuesdays~~ Wednesday of the month. Meetings will be cancelled if there are no items to be considered. The meeting schedule may be adjusted to account for holidays.
B. Special meetings may be called as needed.
C. The Commission may establish committees as needed.
D. Meetings shall comply with the Texas Government Code Chapter 551 (Texas Open Meetings Act).
E. Each meeting shall provide for citizens to be heard generally as per City Council meetings.

CITIZENS' RIGHTS

1 Addressing the Commission. Any person desiring to address the Commission by oral communication shall first secure the permission of the presiding officer.

2 Manner of Addressing the Commission – Time Limit. Each person addressing the Commission shall speak at the podium into the microphone (or at another designated location), shall give his/her name and address in an audible tone of voice for the record, and, unless further time is granted by the Commission, shall, subject to Section E4 below, limit his/her remarks to three (3) minutes or less. All remarks shall be addressed to the Commission as a body, and not to any individual member thereof. No person, other than members of the Commission or City staff (when requested by the presiding officer) and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Commission, unless requested or approved by the presiding officer. No questions shall be asked of the Commission members, except through the presiding officer. Responses to questions may be limited as required by State law.

3 Personal and Slanderous Remarks. Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous, either while addressing the Commission or otherwise while in attendance at a Commission meeting, may be requested to leave the meeting, if after receiving a warning from the presiding officer a person persists in disturbing the meeting, and may be removed from the meeting if necessary for the conduct of the remainder of the meeting.

4 Public Hearings. After being recognized by the presiding officer, interested persons, or their authorized representatives, may address the Commission with respect to the subject matter of a public hearing being conducted. The presiding officer may establish procedures at a public hearing to limit the amount of time (which, unless modified by the presiding officer, shall be as set forth in Section E2 above) interested persons may speak, subject to the Commission members' right to appeal the presiding officer's ruling pursuant to Section F6. Subject to modification by the presiding officer, and subject to the Commission members' right of appeal pursuant to Section F6, the normal order of a public hearing is as follows: (i) the opening of the hearing and the establishment, if any, of a modified public hearing procedure by the presiding officer; (ii) address to the Commission by any interested person(s); (iii) discussion by the presiding officer and Commission members, including requests for information from City staff or any person(s) who addressed the Commission; and (iv) action by the Commission, if any is posted on the agenda relating to the hearing.

5 Written Communications. Interested persons, or their authorized representatives, may address the Commission by written communication in regard to any matter concerning the City's business or over which the Commission has control at any time by direct mail or by addressing the City Secretary, who shall, on the request of the writer, distribute copies to the Commission members.

6 Hearing of Residents. There shall be included on the agenda of each Planning and Zoning Commission meeting an item labeled "Hearing of Residents". After being recognized by the presiding officer, members of the public (giving precedence to residents of the City) may address the Commission on items on or not on the agenda

at that time, providing they have completed the "Hearing of Residents" form, unless authorized by the presiding officer. The form shall be made available to persons wishing to address the Commission prior to the calling of the meeting to order and such completed form shall be made available to the presiding officer prior to the calling of the meeting to order. The persons signed up for "Hearing of Residents" must speak during the "Hearing of Residents" portion of the meeting. Commission members and members of City staff may not discuss unposted items nor take any action thereon other than to (1) make a statement of factual information, (2) make a statement of existing City policy, or (3) discuss placing the item on a future agenda. Persons speaking shall be subject to the time limits set forth in Section E2, unless otherwise authorized by the presiding officer.

F. Motions and Meeting Procedures are as follows:

1 Motions. A Commission member, after he/she obtains the floor, or the presiding officer may make a motion on the particular subject of discussion or a procedural point as permitted. A "Second" to the motion, if required, must be made by a Commission member who did not make the motion within a reasonable but brief time period. The presiding officer may not "Second" a motion. A motion or a "Second" merely implies that the maker of the motion and the person who "Seconds" agree that the motion should come before the meeting and not that he/she necessarily favors the motion. Without a "Second", if required, the motion dies. If a motion is made to conditionally approve, deny, recommend conditional approval or recommend denial of an agenda item, the Commission member must also state the reasons for conditional approval, denial, recommend conditional approval or recommend denial, and provide a citation to the regulation, ordinance, and/or law as required by the Unified Development Code.

2 Debate. Debate, if permitted, must be limited to the merits of the issue under discussion as stated by the presiding officer.

3. Motion Procedures. There are twelve (12) types of motions in three (3) categories: Meeting Conduct Motions (4 types), Disposition Motions (7 types), and Main Motions (1 type)*. When any motion is pending, any motion listed above it on the chart below is in order; those below it are out of order.

Section 9.3 through 9.14 are included by permission of Donald A. Tortorice, The Moder Rules of Order, ABA Publishing, 2nd Edition

Motion	May Interrupt Speaker	Second Required	Debatable	Amendable	Resolved by Chair No Vote	Affirmative Vote by 4 members	2/3 Vote
Meeting Conduct Motions							
point of privilege	yes	no	no	no	yes	no	no
point of procedure or order	yes	no	no	no	yes	no	no
to appeal a ruling	no	yes	yes	no	no	yes	no
to recess	no	yes	yes	yes	no	yes	no
Disposition Motions							
to withdraw	yes	no	no	no	yes	no	no
to postpone	no	yes	yes	yes	no	yes	no
to refer	no	yes	yes	yes	no	yes	no
to amend	no	yes	yes	yes	no	yes	no
to limit or close debate or ”call the question”	no	yes	yes	yes	no	no	yes
to extend debate	no	yes	yes	yes	no	yes	no
to count the vote	no	yes	no	no	no**	no	no
Main Motions							
to reconsider	yes	yes	if original motion was debatable	no	no	yes	no
to rescind	no	yes	yes	yes	no	no	yes
to take action	no	yes	yes	yes	no	Yes***	no

** Mandatory if seconded; no vote required

*** Unless not allowed

4 Point of Privilege. A point of privilege, sometimes called a point of personal privilege, is a communication from a Commission member to the presiding officer, drawing urgent attention to a need for personal accommodation. For example, the point may relate to an inability to see or hear, a matter of comfort, a matter of requested convenience, or an overlooked right of privilege that should have been accorded to the Commission member(s). In essence, it is a call to the presiding officer for the purpose of assuring a Commission member’s convenient and

appropriate participation in the meeting. Because of its urgent nature, a point of privilege can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, it cannot be debated or amended, and no vote is required.

5 Point of Procedure or Order. A point of procedure, sometimes called a point of order, is a question addressed to the presiding officer, no seconding is required, and either inquiring into the manner of conducting business or raising a question about the propriety of a particular procedure. It is simply an inquiry and is resolved by correction or clarification by the presiding officer. A point of procedure can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, a second is not required, and it cannot be debated or amended, and no vote is taken.

6 To Appeal a Ruling. Decisions or rulings of the presiding officer are final on questions of procedure, except that any ruling by the presiding officer's ruling can be appealed to a vote of the Commission. Whenever a Commission member questions the appropriateness or essential fairness of the presiding officer, that member can appeal the ruling to a vote of the meeting. If, however, a motion is out of order as a matter of law (not a proper subject of the meeting, improper notice given, etc.), the presiding officer's ruling cannot be appealed. A motion to appeal cannot interrupt a speaker. To prevent frivolous appeals, a second is required. The motion is subject to debate (which should be brief) and, by its nature, is not amendable. To overrule a procedural decision of the presiding officer, an affirmative vote of four (4) Commission members is required.

7 To Recess. A motion to recess requests a brief interruption of the meeting's business, usually so that an ancillary matter can be addressed, or simply to provide a needed break. Unless stated in the motion, the period of recess is decided by the presiding officer. If necessary, a recess can extend the meeting from one day to another, subject to State law. The motion cannot interrupt a speaker, and a second is required. It is debatable, it can be amended, and an affirmative vote of four (4) Commission members is required.

8 To Withdraw. Only the maker of the motion can make a motion to withdraw it. It is essentially a communication to the presiding officer that the maker is withdrawing his/her proposal. This is the maker's privilege; thus, it does not require a second. Because the withdrawal motion obviates discussion, it can interrupt a speaker. In addition, because another Commission member later can make a similar motion, a withdrawal motion is not subject to debate, amendment, or vote. The presiding officer should simply state that the motion is withdrawn, and the meeting should proceed with a new treatment of the issue at hand—or a new issue.

9 To Postpone or Extend. These motions may arise from a need for further information, a matter of convenience, or for any other reason that will enable the Commission to deal with the issue more effectively during the same meeting or at

a later time. Unless otherwise specifically provided in the motion itself, a postponed or extension motion can be renewed at a later appropriate time during the meeting or, if properly posted, at a later meeting. This motion cannot interrupt a speaker. It requires a second, it is debatable, and it is amendable (particularly as to postponement, timing), and an affirmative vote of four (4) Commission members is required.

10 To Refer. A motion to refer is typically used to submit an issue to a committee, usually for study leading to a subsequent recommendation. Because it ordinarily disposes the motion for purposes of the current meeting, a motion to refer is subject to the same rules that apply to a main motion. (See Section F14). This motion cannot interrupt a speaker, and a second is required. It is debatable and amendable, and an affirmative vote of-four (4) Commission members is required.

11 To Amend. A motion to amend proposes a change in the wording of a motion then under consideration. When a motion to amend is pending and an amendment to the amendment is proposed, the presiding officer should focus discussion on the latest amendment, resolve that question, then proceed to the first amendment before continuing discussion on the main motion. Votes on amendments are thus in reverse order of the sequence in which they are proposed. A motion to amend cannot interrupt a speaker. It requires a second, and it is debatable and amendable. An affirmative vote of four (4) Commission members is required for approval of the amendment. Note that State law may restrict amendments to proposals that are required to be set forth in the notice of the meeting.

12 To Limit or Close Debate or "Call the Question". Because the extent to which an issue is discussed rests primarily with discretion of the presiding officer, it is the presiding officer who carries the burden of ensuring that adequate time and discussion are given to differing points of view. A motion to limit or close debate is therefore an overruling of the presiding officer's determination. A motion to close debate is the same as a motion to "call the question". Because this motion affects the most fundamental right of any Commission member, the right to speak one's views, it is the only procedural motion that requires an affirmative vote of two-thirds of participants voting.

13 To Count the Vote. A motion to count the vote should be limited to those circumstances where the convenient hearing of "yeas" and "nays" cannot clearly resolve the issue. It represents the right of a Commission member to have a vote demonstrated by count. That count can be directed by the presiding officer either as a showing of hands or a standing of voting members while the vote is recorded. Upon completion of the count, the presiding officer announces the result—and final disposition of the issue voted upon. This motion cannot interrupt a speaker. It requires a second; it is neither debatable nor amendable; and, because of the importance of the matter, it should be considered mandatory; thus, no vote is required.

14 Motion to Reconsider. Allows a main motion to be brought back before the Commission for consideration. May be made only at the meeting at which the vote to be reconsidered was taken. It may be made by any member of the Commission. Any Commission member may second it. It can be made while any other question is pending, even if another member has the floor. It requires a majority vote to pass. A motion may only be reconsidered twice. If the reconsideration is moved while another subject is before the Commission, it cannot interrupt the pending business, but, as soon as the pending business has been disposed of the motion has the preference over all other main motions and general business of the agenda. In such a case the presiding officer does not state the question on the reconsideration until the immediately pending business is completed.

15 Motion to Rescind. The motion to rescind is a main motion without any privilege, may only be made when there is nothing else before the Commission and must be made at the same meeting at which the subject matter of the motion was considered, and it requires a two-thirds vote of the commission members. It cannot be made if a motion to reconsider has been previously made. The motion to rescind can be applied to votes on all main motions with the following exceptions: votes cannot be rescinded after something has been done as a result of that vote that the Commission cannot undo; or, where a resignation has been acted upon, or one has been appointed to, or expelled from, a committee or office, and was present or was officially notified. In the case of expulsion, the only way to reverse the action afterwards is to restore the person to the committee or office, which requires the same preliminary steps and vote as is required for the original appointment.

16 To Take Action; Main Motions. Main motions state proposed policy or action on a substantive issue being considered by the Commission. As such, the motion is an initial call to take particular action. Although lowest in precedence among all motions, main motions are clearly the most important: through their content, the business decisions of the Commission are determined. A main motion can be made only when a prior main motion has been disposed of. It cannot interrupt a speaker; a second is required; it is debatable and amendable; and an affirmative vote of four (4) Commission members is required unless a greater vote is prescribed by the Charter or State law.

17 Effect of Abstentions; action on required Abstentions; Effect of non-required Abstentions. The following rules shall apply when a Commission Member abstains from voting on an item:

a. When the Commission Member is Legally Obligated to Abstain from Voting.
When a Commission Member is legally obligated to abstain from voting pursuant to Texas Local Government Code Chapter 171, a local ordinance

or the City Charter then the Commission Member shall leave the dais and exit City Council Chambers until such time as the debate and vote on the item has been concluded. Staff shall record that the Commission Member left the room and abstained from the vote in the official minutes and there shall be no other effect.

b. When the Commission Member Has No Legal Obligation to Abstain from Voting.
When a Commission Member has no legal obligation to abstain from voting, the Commission Member is prohibited from casting a vote of abstention and must cast an "aye or yes" vote or "nay or no" vote.

Planning and Zoning Commission Bylaws

Section 1 – Purpose

The Planning and Zoning Commission shall:

A. Review and approve or make recommendations on applications as set forth in the City of Schertz Unified Development Code.
B. Make recommendations regarding the implementation of the City's Comprehensive Plan.

Section 2 – Membership and Officers

A. The Planning and Zoning Commission shall be composed of seven (7) members and two (2) additional members who shall serve as alternates. The alternates will not be seated unless one of the regular members is not in attendance at the start of the meeting. If seated, an alternate shall serve in place of the regular member even if the regular member arrives late. Four (4) members shall make a quorum.
B. Commissioners shall reside within the corporate limits of the City.
C. Commissioners shall serve two (2) year staggered terms with the terms of 3 Commissioners and the alternate expiring in odd numbered years and 4 Commissioners expiring in even numbered years.
D. Terms shall expire on May 31.
E. The Commission shall hold elections for a chair who shall serve as the presiding officer and vice chair at the first meeting in August of each year. Special elections shall be held as needed if the chair or vice chair's membership ends during their term.

Section 3 – Meetings

A. Meetings shall generally be held on the second and fourth Wednesdays of the month. Meetings will be cancelled if there are no items to be considered. The meeting schedule may be adjusted to account for holidays.
B. Special meetings may be called as needed.
C. The Commission may establish committees as needed.
D. Meetings shall comply with the Texas Government Code Chapter 551 (Texas Open Meetings Act).
E. Each meeting shall provide for citizens to be heard generally as per City Council meetings.

CITIZENS' RIGHTS

1 Addressing the Commission. Any person desiring to address the Commission by oral communication shall first secure the permission of the presiding officer.

2 Manner of Addressing the Commission – Time Limit. Each person addressing the Commission shall speak at the podium into the microphone (or at another designated location), shall give his/her name and address in an audible tone of voice

for the record, and, unless further time is granted by the Commission, shall, subject to Section E4 below, limit his/her remarks to three (3) minutes or less. All remarks shall be addressed to the Commission as a body, and not to any individual member thereof. No person, other than members of the Commission or City staff (when requested by the presiding officer) and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Commission, unless requested or approved by the presiding officer. No questions shall be asked of the Commission members, except through the presiding officer. Responses to questions may be limited as required by State law.

3 Personal and Slanderous Remarks. Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous, either while addressing the Commission or otherwise while in attendance at a Commission meeting, may be requested to leave the meeting, if after receiving a warning from the presiding officer a person persists in disturbing the meeting, and may be removed from the meeting if necessary for the conduct of the remainder of the meeting.

4 Public Hearings. After being recognized by the presiding officer, interested persons, or their authorized representatives, may address the Commission with respect to the subject matter of a public hearing being conducted. The presiding officer may establish procedures at a public hearing to limit the amount of time (which, unless modified by the presiding officer, shall be as set forth in Section E2 above) interested persons may speak, subject to the Commission members' right to appeal the presiding officer's ruling pursuant to Section F6. Subject to modification by the presiding officer, and subject to the Commission members' right of appeal pursuant to Section F6, the normal order of a public hearing is as follows: (i) the opening of the hearing and the establishment, if any, of a modified public hearing procedure by the presiding officer; (ii) address to the Commission by any interested person(s); (iii) discussion by the presiding officer and Commission members, including requests for information from City staff or any person(s) who addressed the Commission; and (iv) action by the Commission, if any is posted on the agenda relating to the hearing.

5 Written Communications. Interested persons, or their authorized representatives, may address the Commission by written communication in regard to any matter concerning the City's business or over which the Commission has control at any time by direct mail or by addressing the City Secretary, who shall, on the request of the writer, distribute copies to the Commission members.

6 Hearing of Residents. There shall be included on the agenda of each Planning and Zoning Commission meeting an item labeled "Hearing of Residents". After being recognized by the presiding officer, members of the public (giving precedence to residents of the City) may address the Commission on items on or not on the agenda at that time, providing they have completed the "Hearing of Residents" form, unless authorized by the presiding officer. The form shall be made available to persons wishing to address the Commission prior to the calling of the meeting to order and

such completed form shall be made available to the presiding officer prior to the calling of the meeting to order. The persons signed up for "Hearing of Residents" must speak during the "Hearing of Residents" portion of the meeting. Commission members and members of City staff may not discuss unposted items nor take any action thereon other than to (1) make a statement of factual information, (2) make a statement of existing City policy, or (3) discuss placing the item on a future agenda. Persons speaking shall be subject to the time limits set forth in Section E2, unless otherwise authorized by the presiding officer.

F. Motions and Meeting Procedures are as follows:

1 Motions. A Commission member, after he/she obtains the floor, or the presiding officer may make a motion on the particular subject of discussion or a procedural point as permitted. A "Second" to the motion, if required, must be made by a Commission member who did not make the motion within a reasonable but brief time period. The presiding officer may not "Second" a motion. A motion or a "Second" merely implies that the maker of the motion and the person who "Seconds" agree that the motion should come before the meeting and not that he/she necessarily favors the motion. Without a "Second", if required, the motion dies. If a motion is made to conditionally approve, deny, recommend conditional approval or recommend denial of an agenda item, the Commission member must also state the reasons for conditional approval, denial, recommend conditional approval or recommend denial, and provide a citation to the regulation, ordinance, and/or law as required by the Unified Development Code.

2 Debate. Debate, if permitted, must be limited to the merits of the issue under discussion as stated by the presiding officer.

3. Motion Procedures. There are twelve (12) types of motions in three (3) categories: Meeting Conduct Motions (4 types), Disposition Motions (7 types), and Main Motions (1 type)*. When any motion is pending, any motion listed above it on the chart below is in order; those below it are out of order.

Section 9.3 through 9.14 are included by permission of Donald A. Tortorice, The Moder Rules of Order, ABA Publishing, 2nd Edition

Motion	May Interrupt Speaker	Second Required	Debatable	Amendable	Resolved by Chair No Vote	Affirmative Vote by 4 members	2/3 Vote
Meeting Conduct Motions							
point of privilege	yes	no	no	no	yes	no	no
point of procedure or order	yes	no	no	no	yes	no	no
to appeal a ruling	no	yes	yes	no	no	yes	no
to recess	no	yes	yes	yes	no	yes	no
Disposition Motions							
to withdraw	yes	no	no	no	yes	no	no
to postpone	no	yes	yes	yes	no	yes	no
to refer	no	yes	yes	yes	no	yes	no
to amend	no	yes	yes	yes	no	yes	no
to limit or close debate or ”call the question”	no	yes	yes	yes	no	no	yes
to extend debate	no	yes	yes	yes	no	yes	no
to count the vote	no	yes	no	no	no**	no	no
Main Motions							
to reconsider	yes	yes	if original motion was debatable	no	no	yes	no
to rescind	no	yes	yes	yes	no	no	yes
to take action	no	yes	yes	yes	no	Yes***	no

** Mandatory if seconded; no vote required

*** Unless not allowed

4 Point of Privilege. A point of privilege, sometimes called a point of personal privilege, is a communication from a Commission member to the presiding officer, drawing urgent attention to a need for personal accommodation. For example, the point may relate to an inability to see or hear, a matter of comfort, a matter of requested convenience, or an overlooked right of privilege that should have been accorded to the Commission member(s). In essence, it is a call to the presiding officer for the purpose of assuring a Commission member's convenient and appropriate participation in the meeting. Because of its urgent nature, a point of privilege can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, it cannot be debated or amended, and no vote is required.

5 Point of Procedure or Order. A point of procedure, sometimes called a point of order, is a question addressed to the presiding officer, no seconding is required, and either inquiring into the manner of conducting business or raising a question about the propriety of a particular procedure. It is simply an inquiry and is resolved by correction or clarification by the presiding officer. A point of procedure can interrupt a speaker. Because it is addressed to the attention of and action by the presiding officer, a second is not required, and it cannot be debated or amended, and no vote is taken.

6 To Appeal a Ruling. Decisions or rulings of the presiding officer are final on questions of procedure, except that any ruling by the presiding officer's ruling can be appealed to a vote of the Commission. Whenever a Commission member questions the appropriateness or essential fairness of the presiding officer, that member can appeal the ruling to a vote of the meeting. If, however, a motion is out of order as a matter of law (not a proper subject of the meeting, improper notice given, etc.), the presiding officer's ruling cannot be appealed. A motion to appeal cannot interrupt a speaker. To prevent frivolous appeals, a second is required. The motion is subject to debate (which should be brief) and, by its nature, is not amendable. To overrule a procedural decision of the presiding officer, an affirmative vote of four (4) Commission members is required.

7 To Recess. A motion to recess requests a brief interruption of the meeting's business, usually so that an ancillary matter can be addressed, or simply to provide a needed break. Unless stated in the motion, the period of recess is decided by the presiding officer. If necessary, a recess can extend the meeting from one day to another, subject to State law. The motion cannot interrupt a speaker, and a second is required. It is debatable, it can be amended, and an affirmative vote of four (4) Commission members is required.

8 To Withdraw. Only the maker of the motion can make a motion to withdraw it. It is essentially a communication to the presiding officer that the maker is withdrawing his/her proposal. This is the maker's privilege; thus, it does not require a second. Because the withdrawal motion obviates discussion, it can interrupt a speaker. In addition, because another Commission member later can make a similar motion, a withdrawal motion is not subject to debate, amendment,

or vote. The presiding officer should simply state that the motion is withdrawn, and the meeting should proceed with a new treatment of the issue at hand—or a new issue.

9 To Postpone or Extend. These motions may arise from a need for further information, a matter of convenience, or for any other reason that will enable the Commission to deal with the issue more effectively during the same meeting or at a later time. Unless otherwise specifically provided in the motion itself, a postponed or extension motion can be renewed at a later appropriate time during the meeting or, if properly posted, at a later meeting. This motion cannot interrupt a speaker. It requires a second, it is debatable, and it is amendable (particularly as to postponement, timing), and an affirmative vote of four (4) Commission members is required.

10 To Refer. A motion to refer is typically used to submit an issue to a committee, usually for study leading to a subsequent recommendation. Because it ordinarily disposes the motion for purposes of the current meeting, a motion to refer is subject to the same rules that apply to a main motion. (See Section F14). This motion cannot interrupt a speaker, and a second is required. It is debatable and amendable, and an affirmative vote of-four (4) Commission members is required.

11 To Amend. A motion to amend proposes a change in the wording of a motion then under consideration. When a motion to amend is pending and an amendment to the amendment is proposed, the presiding officer should focus discussion on the latest amendment, resolve that question, then proceed to the first amendment before continuing discussion on the main motion. Votes on amendments are thus in reverse order of the sequence in which they are proposed. A motion to amend cannot interrupt a speaker. It requires a second, and it is debatable and amendable. An affirmative vote of four (4) Commission members is required for approval of the amendment. Note that State law may restrict amendments to proposals that are required to be set forth in the notice of the meeting.

12 To Limit or Close Debate or "Call the Question". Because the extent to which an issue is discussed rests primarily with discretion of the presiding officer, it is the presiding officer who carries the burden of ensuring that adequate time and discussion are given to differing points of view. A motion to limit or close debate is therefore an overruling of the presiding officer's determination. A motion to close debate is the same as a motion to "call the question". Because this motion affects the most fundamental right of any Commission member, the right to speak one's views, it is the only procedural motion that requires an affirmative vote of two-thirds of participants voting.

13 To Count the Vote. A motion to count the vote should be limited to those circumstances where the convenient hearing of "yeas" and "nays" cannot clearly resolve the issue. It represents the right of a Commission member to have a vote demonstrated by count. That count can be directed by the presiding officer either as a showing of hands or a standing of voting members while the vote is recorded.

Upon completion of the count, the presiding officer announces the result—and final disposition of the issue voted upon. This motion cannot interrupt a speaker. It requires a second; it is neither debatable nor amendable; and, because of the importance of the matter, it should be considered mandatory; thus, no vote is required.

14 Motion to Reconsider. Allows a main motion to be brought back before the Commission for consideration. May be made only at the meeting at which the vote to be reconsidered was taken. It may be made by any member of the Commission. Any Commission member may second it. It can be made while any other question is pending, even if another member has the floor. It requires a majority vote to pass. A motion may only be reconsidered twice. If the reconsideration is moved while another subject is before the Commission, it cannot interrupt the pending business, but, as soon as the pending business has been disposed of the motion has the preference over all other main motions and general business of the agenda. In such a case the presiding officer does not state the question on the reconsideration until the immediately pending business is completed.

15 Motion to Rescind. The motion to rescind is a main motion without any privilege, may only be made when there is nothing else before the Commission and must be made at the same meeting at which the subject matter of the motion was considered, and it requires a two-thirds vote of the commission members. It cannot be made if a motion to reconsider has been previously made. The motion to rescind can be applied to votes on all main motions with the following exceptions: votes cannot be rescinded after something has been done as a result of that vote that the Commission cannot undo; or, where a resignation has been acted upon, or one has been appointed to, or expelled from, a committee or office, and was present or was officially notified. In the case of expulsion, the only way to reverse the action afterwards is to restore the person to the committee or office, which requires the same preliminary steps and vote as is required for the original appointment.

16 To Take Action; Main Motions. Main motions state proposed policy or action on a substantive issue being considered by the Commission. As such, the motion is an initial call to take particular action. Although lowest in precedence among all motions, main motions are clearly the most important: through their content, the business decisions of the Commission are determined. A main motion can be made only when a prior main motion has been disposed of. It cannot interrupt a speaker; a second is required; it is debatable and amendable; and an affirmative vote of four (4) Commission members is required unless a greater vote is prescribed by the Charter or State law.

17 Effect of Abstentions; action on required Abstentions; Effect of non-required Abstentions. The following rules shall apply when a Commission Member abstains from voting on an item:

a. When the Commission Member is Legally Obligated to Abstain from Voting.
When a Commission Member is legally obligated to abstain from voting pursuant to Texas Local Government Code Chapter 171, a local ordinance or the City Charter then the Commission Member shall leave the dais and exit City Council Chambers until such time as the debate and vote on the item has been concluded. Staff shall record that the Commission Member left the room and abstained from the vote in the official minutes and there shall be no other effect.

b. When the Commission Member Has No Legal Obligation to Abstain from Voting.
When a Commission Member has no legal obligation to abstain from voting, the Commission Member is prohibited from casting a vote of abstention and must cast an "aye or yes" vote or "nay or no" vote.

Agenda No. 7.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Fire Department**
Subject:	**Resolution No. 21-R-27 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz Texas authorizing temporary employees to help manage the COVID-19 vaccine clinics. (M. Browne/C. Kelm/K. Long)**

BACKGROUND

In order to keep distribution pace and manage workload of the COVID-19 vaccine clinics, Staff is requesting authorization to hire up to ten temporary employees.

In accordance with City policy 4.1.2 Employee Classifications, temporary employees are those with assignments that are of a limited duration, ordinarily specified in advance. A temporary employee may be full-time or part-time, paid on an hourly basis and not eligible for City benefits.

These temporary employees will operate under the oversight of the Fire Department, within the Emergency Management division. Employee work assignments are not anticipated to exceed four months in duration. We have hired one lead temporary employee – *COVID Support Lead* – and one supporting employee – *COVID Support Staff*. The essential functions of these positions are detailed in the attached job descriptions. This request is for up to an additional 8 temporary employees.

GOAL

Approve Resolution No. 21-R-27 for authorizing up to (10) temporary employees to help manage the COVID Vaccine Clinic.

COMMUNITY BENEFIT

These temporary employees will enable the City to maintain a high level of vaccine delivery to the Community while allowing less of a need for City Staff to work the clinic.

SUMMARY OF RECOMMENDED ACTION

Approve Resolution No. 21-R-26 for authorizing up to (10) temporary employees to help manage the COVID Vaccine Clinic.

FISCAL IMPACT

Staff proposes paying the COVID Support Lead $17.00/hr and all other temp COVID Support Staff $15.00/hr. Total estimated costs for up to ten temporary employees is approximately $100,000 (based on 14-week work assignment and all staff used full-time).

RECOMMENDATION

Approval Resolution No. 21-R-26 for authorizing temporary employees to help manage the COVID Vaccine Clinic.

Attachments

Resoluton 20-R-27

Support Staff JD

Support Staff - Lead JD

RESOLUTION NO. 21-R-27

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING TEMPORARY EMPLOYEES TO MANAGE THE COVID-19 VACCINE CLINICS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the "City") has identified a need for temporary staff to manage the COVID-19 vaccine clinics; and

WHEREAS, these employees will have a defined work period and be ineligible for benefits and;

WHEREAS, the cost of these temporary staff members will be reimbursable under the AMERICAN RESCUE PLAN.

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

Section 1. The City Council hereby approves Resolution 21-R-26 authorizing up to (10) temporary employees to manage COVID-19 vaccine clinic activities.

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of April, 2021.

CITY OF SCHERTZ, TEXAS

_____

Mayor, Ralph Gutierrez

ATTEST:

_____

City Secretary, Brenda Dennis

(CITY SEAL)

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

JOB DESCRIPTION

Title: COVID Support Staff **Department:** Fire

Grade: **FLSA:** Temporary / Non-Exempt

POSITION SUMMARY: This position will be responsible for assisting with the coordination of COVID-19 vaccination sites by providing customer service, logistical and administrative support, traffic control, and setting up/tearing down the site.

ORGANIZATIONAL RELATIONSHIPS

1. **REPORTS TO:** Fire Chief
2. **DIRECTS:** No supervisory responsibilities
3. **OTHER:** Has daily contact with City staff and the general public

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs patient registration and check-in of community members scheduled to receive COVID-19 vaccine.
- Serves as way finder, outlining vaccination process and expectations.
- Collect information; review pre-filled forms for accuracy, collect consent and other information.
- Supports general administrative activities at vaccination site, including data entry.
- Assist with clinic set up and post-clinic data management activities.
- Assist with supply management and logistics of vaccine clinic.

Job performed mainly indoors. May require long periods of standing or walking.

Name of Employee (Print)	**Signature of Employee**	**Date**

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

JOB DESCRIPTION

Title: COVID Support Lead **Department:** Fire

Grade: **FLSA:** Temporary / Non-Exempt

POSITION SUMMARY: This position will be responsible for the coordination of COVID-19 vaccination sites by providing oversight of clinic staff, customer service, logistical and administrative support, traffic control, and setting up/tearing down the site.

ORGANIZATIONAL RELATIONSHIPS

1. **REPORTS TO:** Fire Chief
2. **DIRECTS:** Other temporary employees and/or clinic volunteers
3. **OTHER:** Has daily contact with City staff and the general public

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manages work schedules and assignments of other temporary employees and/or clinic volunteers.
- Performs patient registration and check-in of community members scheduled to receive COVID-19 vaccine.
- Serves as way finder, outlining vaccination process and expectations.
- Collect information; review pre-filled forms for accuracy, collect consent and other information.
- Manages general administrative activities at vaccination site, including data entry
- Assist with clinic set up and tear down.
- Performs other activities related to supply management and logistics of vaccine clinic.
- Oversees pre-clinic setup and post-clinic data management activities.

Job performed mainly indoors. May require long periods of standing or walking.

_____ _____ _____

Name of Employee (Print) **Signature of Employee** **Date**

Agenda No. 8.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**City Secretary**
Subject:	**Ordinance No. 21-C-09 – Consideration and/or action approving an Ordinance by the City Council of The City of Schertz, Texas amending The Code Of Ordinances of the City of Schertz Chapter 30, Fire Prevention And Protection by amending existing International Codes and adopting New International Codes; Providing for a period of compliance for certain provisions; Providing for severability; Providing for a fine of not more than five hundred dollars ($500.00) for each offense unless said violation is a violation of a regulation governing; fire safety, public health and sanitation; then by a fine of not more than two thousand dollars ($2,000.00) for each offense.** ***Final Reading*** **(C. Kelm/K. Long)**

BACKGROUND

Over the past two years, three (3) workshops were held with local Fire Chiefs and Fire Marshals, with the objectives to create comprehensive and consistent amendments to the model fire code; to improve safety of our communities, and to improve interoperability.

* New Braunfels and San Antonio have also adopted the 2018 Fire Code.

Participating communities in Fire Code development workshops included;

- Balcones Heights
- Castle Hills
- Shavano Park
- Leon Valley
- Universal City
- Schertz
- Live Oak
- Kerrville
- Guadalupe County

City Council approved this by a 4/2 vote on March 23, 2021.

GOAL

Fire Dept staff has determined a need to revise current building and fire codes with regard to fire, building, fuel/gas and electrical requirements. The revisions proposed are intended to ensure the proper construction and life safety of structures built in the City and to follow compliance with the requirements of the Insurance Service Office Inc.as well as Texas Fire Chiefs Best Practices.

COMMUNITY BENEFIT

It is the City's desire to protect the safety and welfare of the community through regulation of certain construction activities within the City.

SUMMARY OF RECOMMENDED ACTION

Fire Department staff researched and meet with several surrounding cities on the codes they are operating under and have recently adopted. The purpose of the IFC is for construction and occupancy safety as well as sets minimum safety standards for occupancies. Additionally, the IFC covers life safety for both the occupants and responders. With the adopted amendments to the IFC 2018 the City will be in line with surrounding cities for building construction and life safety. Amendments were sent to City Legal staff for review and approval.

A workshop was held at the January 5, 2021 City Council meeting for discussion and comments related to the IFC amendments. Fire Department staff attended construction industry meetings that were held on February 4 and 11, 2021.
Presentations for the Buildings and Standards Commission were held on February 4, and March 1, 2021.

Schertz Code of Ordinances, Chapter 30, Fire Prevention and Protection amendments include:

- Amending Article IV Fireworks Code – Section 30-64 Fireworks Prohibited
    - Amended section to follow with State laws.
- Amending V Fire Prevention Code
    - Amended Section 30-81 Fire Prevention Code to adopt International Fire Code 2018 and pertinent appendices.
    - Amended Section 30-82 Amendments to adopt proposed amendments to the International Fire Code 2018
- Amending Article VI Life Safety Code
    - Amended to adopt most 2018 edition of National Fire Protection Association Standard 101 – Life Safety Code.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of final reading of Ordinance 21-C-9 amending the Schertz Code of Ordinances, Chapter 30, Fire Prevention and Protection by amending existing International Codes and adopting new International Codes and adopting the revised Schertz Code of Ordinances, Chapter 30, Fire Prevention and Protection be approved.

The Buildings and Standards Commission reviewed the changes proposed at their regular meeting of March 1, 2021 and offered a recommendation of approval.

While trying to consolidate section 903.2, one sentence was omitted from this section that was added back in the final version. It reads as follows: Requirements of this section shall apply to existing buildings if there is a change of occupancy type/use, an increase in square footage/occupant load that exceeds section requirements or a remodel/renovation involving more than 25% of the building.

Council approved this on first reading by a 4/2 vote on March 23, 2021.

Attachments

ORDINANCE NO. 21 -C-09

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF SCHERTZ CHAPTER 30, FIRE PREVENTION AND PROTECTION BY AMENDING EXISTING INTERNATIONAL CODES AND ADOPTING NEW INTERNATIONAL CODES; PROVIDING FOR A PERIOD OF COMPLIANCE FOR CERTAIN PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A FINE OF NOT MORE THAN FIVE HUNDRED DOLLARS ($500.00) FOR EACH OFFENSE UNLESS SAID VIOLATION IS A VIOLATION OF A REGULATION GOVERNING FIRE SAFETY OR PUBLIC HEALTH AND SANITATION THEN BY A FINE OF NOT MORE THAN TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE.

WHEREAS, the Texas Local Governmental Code empowers the cities to enact fire codes and regulations and provide for their administration, enforcement, and amendment; and

WHEREAS, the regulation of fire safety codes by the City of Schertz (the "City") is necessary to protect the public health and welfare; and

WHEREAS, the City Council of the City desires to protect the safety and welfare of the citizens of the City through regulation of construction activities fire safety compliance in the City; and

WHEREAS, the City has previously adopted multiple international codes; and

WHEREAS, more recent international codes have been adopted by the International Code Committee; and

WHEREAS, City Staff has undertaken a review of the newly adopted international codes as compared to the City's existing codes; and

WHEREAS, City Staff recommends adopting the international codes provided for herein along with certain amendments; and

WHEREAS, City Staff presented the international codes provided for herein along with their amendments to the Building and Standards Commission on March 1, 2021 and

WHEREAS, the Building and Standards Commission voted to recommend approval of the provisions regulating construction activities set forth herein at the Building and Standards Commission meeting on March 1, 2021; and

WHEREAS, the City Council has determined that the regulation of construction activities and fire safety compliance in the City, as set forth herein, is in the best interests of the City.

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

Section 1. Chapter 30, "Fire Prevention and Protection" of the Code of Ordinances, City of Schertz, Texas, Articles IV, V and VI are hereby amended as set forth herein and in the attached Exhibit A.

Section 2. Those existing structures affected by the requirement established by thru the adoption of Fire Code Section 1103.5.1 Group A-2 which will require that, where alcoholic beverages are consumed in a Group A-2 occupancy having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1; shall be allowed three (3) years to achieve compliance or seek an applicable variance, from the effective date of this ordinance.

Section 3. Any person, firm, corporation or agent who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical or plumbing system in violation of the detailed statement or drawings submitted and permitted thereunder, shall be guilty of a misdemeanor. Such persons shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of not more than five hundred dollars ($500.00) for each offense unless said violation is a violation of a regulation governing fire safety or public health and sanitation then by a fine of not more than two thousand dollars ($2,000.00) for each offense. All such violations shall be prosecuted in accordance with Section 1-8 General penalty for violations of Code of Ordinances; continuing violations of the Schertz Municipal Code of Ordinances.

Section 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 5. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 6. That all rights and privileges of the City are expressly saved as to any and all violations of the provision of any ordinances repealed by this ordinance which have accrued at the time of the effective date of this Ordinances; and, as to such accrued violation and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts..

Section 7. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the

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

Section 9. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED ON FIRST READING, the 23rd day of March, 2021.

PASSED, APPROVED and ADOPTED ON SECOND READING, the 6th day of April, 2021.

CITY OF SCHERTZ, TEXAS

_____

Mayor, Ralph Gutierrez

ATTEST:

_____

City Secretary, Brenda Dennis

(CITY SEAL)

EXHIBIT A

THE CITY CODE OF THE CITY OF SCHERTZ TEXAS IS HEREBY AMENDED AS FOLLOWS:

ARTICLE IV. FIREWORKS CODE.

Section 30-64. – Fireworks prohibited *[is hereby amended as stated below]*

(a) Except as provided hereinafter, it shall be unlawful for a person to manufacture, assemble, store, transport, sell, offer or have in possession with intent to sell, use, discharge, ignite, or otherwise set-in action any fireworks within the corporate limits of the city.

(b) The City of Schertz Fire or Police Department cannot confiscate unopened fireworks. (Texas Local Government Code Sec. 342.013)

ARTICLE V. FIRE PREVENTION CODE

Sec. 30-81. - Fire Prevention Code adopted. *[is hereby amended as stated below]*

The International Fire Code, 2018 Edition (IFC-2018), as amended, revised and corrected, including Appendices B, C, D, F, H, I, and all future editions, revisions, amendments, and corrections, published by the International Code Council (ICC), one copy of which is on file with the city secretary, is hereby adopted and incorporated by reference as the Fire Prevention Code of the City of Schertz, subject to and including by reference such amendments as herein shall appear. Any codes reference within this code, City of Schertz will use the current addition of that referenced code.

Sec. 30-82 – Amendments

The International Fire Code, 2018 Edition (IFC-2018) *[is hereby amended as stated below]*

CHAPTER 1

SCOPE AND ADMINISTRATION

Section [A] 101.1***[is hereby amended as stated below]***

101.1 Title. These regulations shall be known as the Fire Code of City of Schertz, hereinafter referred to as "this code."

Section 104 GENERAL AUTHORITY AND RESPONSIBILITIES is amended by adding Section [A] 104.1.1 entitled Authority of the Fire Chief and the Fire Department and Section [A] 104.1.2 entitled Additional Duties and Police Powers of Fire Department Members as follows:

104.1.1 Authority of the Fire Chief. The Fire Chief is authorized to make and enforce such rules and regulations for the prevention and control of fires and fire hazards as may be necessary from time to time to carry out the intent of this Code. The Fire Chief may delegate his power to any member of the Schertz Fire Department.

104.1.2 Additional Duties and Police Powers of Schertz Fire Department Members. Additional Duties required or prescribed for the Schertz Fire Department in connection with their regular functions when the order of the City Manager. In the case of riots, floods, or other public emergencies or catastrophes. Or the public danger of any sort and all fires by order of the Fire Chief, Assistant Chief, Division Chief, Battalion Chief, Captain or Lieutenant of the Schertz Fire Department, each and all members of the Fire Department shall be and become vested with full Police powers. It shall perform all duties required for the protection of persons or property or the preservation of public safety, peace, and order.

Section [A] 104.3 Right of Entry, is amended by adding subsection [A] 104.3.2 entitled Photographic Documentation to read as follows:

104.3.2 Photographic Documentation. Member(s) of the Schertz Fire making such examinations or inspections shall have the right, with proper credentials, and be authorized to take a reasonable number of photographs or videotapes for records to be used by the Schertz Fire to study hazards and scientific control for fire safety.

Section 105.2.5 Investigation Fee/Working Without a Permit, shall be added, and read:

105.2.5 Investigation Fee/Working without a permit. Work requiring a permit shall not commence until said permit is posted in a conspicuous place on the job site and approved plans are available at this location. Where work is commenced prior to obtaining said permit, the fees provided in the City Code may be doubled. The payment of such double fee shall not relieve any person from fully complying with the requirements of this ordinance in the execution of the work nor of any other penalties prescribed herein.

Section [A] 105.4.2 Information on construction documents is amended by adding Section [A] 105.4.2.2 entitled Occupancy Classification Letter as follows:

105.4.2.2 Occupancy Classification Letter. A copy of a completed "Occupancy Classification Letter" (a.k.a. "Commodities Letter") or other approved Fire Protection report shall be submitted to the City for buildings or portions thereof that are to be used for any of the following purposes:

1. Warehousing or storage

2. Retail including rack display of products

3. Hazardous material storage and/or use

4. Manufacturing

The Occupancy Classification Letter is required to be submitted.

1. with the building permit submittal documents when seeking a building permit,

2. to the Fire Inspector during a Certificate of Occupancy inspection, or

3. at any other time when required by the fire code official.

The Occupancy Classification Letter is to be prepared by the owner and/or tenant of the building/space in question or registered design professional. It is to be signed, dated and on company letterhead. If the Occupancy Classification Letter is prepared by a registered design professional representing the owner and/or tenant of the building/space in question, the letter is to be countersigned by the owner and/or tenant. The Occupancy Classification Letter is to be kept on site at all times. Prior to a change in 1) the type or amount of hazardous material(s) used or stored, 2) the type or amount of storage or storage height or method, or 3) the manufacturing process, a revised Occupancy Classification Letter is to be submitted to the Fire Chief or his designee for review.

[A] 105.7.16 LP-gas. A construction permit is required for installation of or modification to an LP-gas system that contains 120 gallons or more. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

109.1 Board of Appeals is hereby created and shall read:

Sec.[A] 109.1 Building and Standards Commission. All appeals relative to the application and interpretation of the codes adopted in this chapter shall be to the Building and Standards Commission as established under the Unified Development Code, Article 3, Boards, Commissions and Committees.

Section 110.4 Violation penalties shall read:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class C Misdemeanor, punishable by a fine of not more than $ 2,000.00. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 111.2.1 Removal of Occupants is added, and shall read:

111.2.1 Removal of Occupants if Occupancy Load has exceeded. Any member of the Schertz Fire is authorized to have occupants at a location to be removed when actual occupancy exceeds the permitted or posted occupant load.

[A] 112.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than $ 200.00 or more than $ 2000.00.

CHAPTER 2

DEFINITIONS

Section 202 ***[Add to definitions in section 202]:***

FIRE HAZARD shall mean any condition or act which increases or may cause an increase of the hazard or menace of fire to a higher degree than that customarily recognized as reasonable by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire, or which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

FIRE LANE shall mean any area appurtenant to entrances or exits of a building deemed necessary by the Fire Chief or his designee to remain free and clear of parked vehicles for access to such building in case of fire or other emergency and designated by him as such, and may include sidewalks, driveways, portions of parking lots, or any other area adjacent to or near building entrances or exits, or any fire hydrant.

FIRE MARSHAL shall mean the fire code official responsible for investigations of fires, inspection of facilities, and code enforcement.

FIRE WATCH Qualified individuals approved by the Fire Chief or designee are, Texas Certified Firefighters, Peace Officers, individuals employed by a private security firm, or other designated individuals whose sole duty when assigned a fire watch is to perform constant patrols of the premises and keep watch for signs of unwanted fire. A written attendance log must be maintained, and personnel must have at least one approved means of notifying the fire department of fire or other emergencies. When fire watch is being performed and is not deemed adequate, the Fire Chief or designee shall institute that members of the Schertz Fire Department to be used in the place of what currently being used. The cost of the fire watch shall be at the current overtime rate of the individual preforming the task and shall be the sole responsibility of the owner/contractor to pay. The fire watch fee shall be paid to the City of Schertz within 30 days before final approval is granted on system work.

PARK shall mean the standing of a vehicle, whether occupied or not, upon a street otherwise than temporarily for the purpose of, and while actively engaged in, receiving or discharging passengers or loading or unloading merchandise or in obedience to traffic regulations, signs, or signals or an involuntary stopping of a vehicle by reason of a cause beyond the control of the operator of the vehicle.

[Special Event is added as follows:]

SPECIAL EVENT shall mean an indoor or outdoor event that, in the opinion of the Fire Code Official or their designee, meets any of the following criteria:

1. Constitutes a use or occupant load ordinarily not permitted by the face of the Certificate of Occupancy.

2. Requires the means of egress to be altered from a configuration that was previously approved by the Building Code Official, Fire Code Official, or their designee (e.g., installation of booths, curtains, partitions, tables/chairs, etc. or the locking of select doors to limit access to portions of a building or area).

3. Poses a condition that compromises any life safety systems that were previously approved by the Building Code Official, Fire Code Official, or their designee (e.g., reduced lighting, increased sound levels, installation of alternate interior finishes, etc.).

4. Poses a condition that reduces the effectiveness of public safety services of any kind (e.g., Conditions that result in reduced access to fire hydrants, sprinkler riser/pump rooms, Fire Department Connections, etc.)."

Whenever the word "JURISDICTION" is used in the International Fire Code, it shall be held to mean the City of Schertz, Texas.

Whenever the words "Chief of the Bureau of Fire Prevention," or "Fire Code Official" is used in the International Fire Code, it shall be held to mean "The Fire Chief."

Chapter 3

General Requirements

Section 307.6 Sky Lanterns prohibited is added, and shall read:

307.6 Sky Lanterns. Sky lanterns; also known as Chinese lanterns, sky candles, or fire balloons, which are airborne lanterns constructed of a combustible material and contain a candle or fuel cell that when lit, causes the device to go airborne and travel in the air; are prohibited within the city limits.

Section 308.1.4 Open-flame cooking devices are amended by deleting exception 2 and 3 and renumbering as follows:

308.1.4 Open-flame cooking devices. No person living within any multifamily housing such as an apartment, apartment condominium, hotel, motel, or any other multifamily type occupancy shall construct, install, store, maintain or use any incinerator, barbecue pit, charcoal or propane grill or container of any kind for the purpose of igniting any combustible materials for whatever domestic purpose such as cooking or washing, within 10 feet of a combustible multifamily housing occupancy.

Exception: One- and two-family dwellings. Delete Exceptions two and three.

311.2.2 Fire protection. Exception 3 shall read: Where approved by the fire code official, fire alarm and sprinkler systems are permitted to be placed out of service in seasonally occupied buildings: that will not be heated; where fire protection systems will be exposed to freezing temperatures; where fire areas do not exceed 10,000 square feet (1115 m2); and that do not store motor vehicles or hazardous materials.

Chapter 4

EMERGENCY PLANNING AND PREPAREDNESS

Section 405.2 Frequency is amended by adding a new Section 405.2.1 Fire Drill Records ***[to read as follows:]***

405.2.1 Fire Drills for E Occupancies. The operator of premises housing an E Occupancy shall conduct fire drills:

1. Without warning;
2. In a manner requiring:
    a. all students to immediately leave the structure upon hearing the fire drill signal;
    b. A roll call by classes outside the structure; and
    c. Doors to be closed as each area is evacuated;
3. In a manner simulating fire condition;
4. In a manner prohibiting students from running or playing;
5. If approved, in a manner permitting security persons to remain inside the structure during drills;
6. Which include:
    a. Complete checks of each section of the structure;
    b. The use of varying evacuation routes;
    c. Occasional simulation of blocked exits;
    d. Provisions for calling the fire department; and
    e. The use of varying drill times;
7. During weather which does not pose a health threat to students;
8. As an exercise in discipline and procedure, rather than speed.

405.2.2 Fire Drills for E Occupancies. Fire Chief's Power to Order Fire Drill. The Fire Chief may require a fire drill at any E Occupancy at any time.

Chapter 5

FIRE SERVICE FEATURES

Section 503.1.1 Buildings and facilities are amended by adding Section 503.1.1.1 Access from the adjacent lot as follows:

503.1.1.1 Access from an adjacent lot. Where fire apparatus access roads for a building or buildings are provided from an adjacent lot, a fire lane easement or ingress/egress easement is required to be recorded on the adjacent lot's plat that is providing the common access. The adjacent lot's plat is to show the easement graphically clearly.

Exception: In lieu of the graphical easement, a note may be placed on the plat that, at a minimum, states, the following: "Ingress and egress shall be provided between all adjacent lots for adequate fire department vehicle access per the City of Schertz Fire Code. The cross access shall not be blocked, nor may this note be taken off the plat without written permission from the City of Schertz Director of Development Services and the Schertz Fire Chief or designee."

Section 503.2.1 Dimensions ***[shall read:]***

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders. An unobstructed vertical clearance of not less than 14 feet and shall always be required and maintained. Security gates shall be sized to match the required clear width.

Section 503.2.3 Surface is amended by adding a second paragraph to read as follows:

503.2.4 Turning radius, [***shall read***:]

503.2.4 Turning radius. The turning radii of a fire apparatus access roadway shall require a minimum of 50 feet outside radius, and a minimum of 25 feet clear distance to the inside radius on all turns more than 30 degrees.

Section 503.2.5 Dead Ends [***shall read***:]

503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus. Turn arounds approved by the Fire Marshal or as permitted by Appendix D are acceptable.

Exception: Where the building is equipped throughout with an approved sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, the maximum length of dead-end fire apparatus access roads shall be increased to 200 feet. This increase shall not be applicable to Groups H and I Occupancies, buildings with occupancies having High-Piled Combustible Storage and high-rise buildings.

Section 503.2.7 Grade [***shall read***:]:

503.2.7 Grade. The gradient for a fire apparatus access road shall not exceed twelve percent (12%).

Section 503.2.8 Angles of approach and departure [***shall read***:]

Section 503.2.8 Angles of approach and departure. An angle of approach and an angle of departure shall be designed so that at least 8 degrees shall be maintained at the front and the rear of the department's apparatus when it is loaded to the estimated in-service weight.

Section 503.3 [***is added and shall read***:]:

503.3.1 Striping. Fire apparatus access roads shall be continuously marked by painted lined of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four-inch (4") white letters at twenty-five feet (25') intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical and horizontal of the curb.

SECTION 503 FIRE APPARATUS ACCESS ROADS is amended by adding Sections 503.7 Fire Chief or designee Authority to Designate Fire Lanes, 503.8 Summons to be Issued for Parking Violation, 503.9 Removal of Vehicle by Property Owner, 503.10 Removal of Vehicle by Fire Chief, and 503.11 Abandonment of Fire Lane to read as follows:

503.7 Authority to Designate Fire Lanes. The Fire Chief or designee is hereby authorized to designate fire lanes on designated premises where such areas must be free of parked vehicles and other obstructions to provide ready access to buildings therein, in case of fire or other emergencies. The Fire Chief's or designee designation of such fire lanes does not obviate the owner of such property of their responsibility to maintain the area. Further, owners of the private property or their designated representative may request that the Fire Chief or designee designates additional fire lanes.

503.8 Summons to be Issued for Parking Violation. Violation(s) may be issued by any police officer, or Certified Fire Inspector with Schertz Fire. Texas Transportation Code 545.302 will apply to this section.

503.9 Removal of Vehicle by Property Owner. Except for an authorized emergency vehicle, the owner of private property, or their agent, may have any motor vehicle that is parked in a legally designated fire lane removed and stored at either their own expense or that of the vehicle operator.

The owner of the premises, or their agent, who has a vehicle removed and stored, is not liable for damages incurred as a result of removal or storage, if the vehicle is removed by a vehicle wrecker service insured against liability for property damage incurred in towing vehicles and is stored by a storage company insured against liability for property damage incurred in the storage of vehicles.

503.10 Removal of Vehicle by Fire Chief or designee. Any vehicle parked in any designated fire lane or blocking fire hydrants may be removed at the vehicle owners' expense upon the authorization of the Fire Chief or designee under the following conditions:

1. When the vehicle is in violation by parking in a fire lane, or

2. When parked in front of a fire hydrant, or

3. When a vehicle blocks the ingress/egress of business, theater, nightclub, apartment complex, gymnasium, or a place of assembly, or

4. When a vehicle's presence threatens the life safety of the public by impeding the ability of the fire apparatus and emergency medical equipment to respond to an emergency.

The Fire Chief shall cause such vehicle to be removed by the towing service operating under a contract with the city and shall further cause such vehicle to be impounded in one of the Police Department Vehicle Storage sections.

503.11 Abandonment of Fire Lane. No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close any such fire lane without the written permission of the Fire Chief or designee.

Section 503.6.1.2 Gate timing is added and shall read:

503.6.1.2 Gate timing. Gates must fully open within 15 seconds of activation and remain in the open position until closed by operation of the electrical control device.

Section 503.6.1.3 Failsafe position is added and shall read:

503.6.1.3 Failsafe position. Fire department access gates shall fail safe (open) in the event of a power failure.

Section 503.6.1.5 Access controls are added and shall read:

503.6.1.5 Access controls. Access controls shall be exterior to the gate and located for activation by the vehicle operator without leaving the vehicle. The height of the lockbox/control panel shall be 66 inches, measured from the finished grade line of the street.

Section 503.6.1.6 Additional access is added and shall read:

503.6.1.6 Additional access. If required by the Fire Chief or designee, additional "exit only" or "emergency access" gates shall be set up for fire department emergency access. Exit only gates, which are not motorized, shall be installed per the fire department's recommendations. Exit only gates shall have a minimum clearance of 20 feet clear width and be posted with a sign that states "Caution Gate Opens Out" and designated as a Fire Lane. In addition to Fire Lane markings, the markings on the pavement shall include a 5-inch yellow stripe showing the depth of the gate swing.

Section 505.1 Address Numbers [***shall read***:]

505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their

background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of six inches high with a minimum stroke width of 0.5 inches (12.7 mm). Fire Chief or designee has the authority to increase the size depending on visibility. For buildings with individual suites, the suite numbers shall be a minimum of six inches high with a minimum stroke width of 0.5 inches (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address numbers shall be maintained. Numbers on the building SHALL be located at the Top Right of the Building. Residential address will remain 4 inches high with a minimum stroke width of 0.5 inches (12.7 mm).

SECTION 505 PREMISES IDENTIFICATION is amended to add sections 505.3, 505.3.1 and 505.4 [***shall read***:]

505.3 Multi-Building Complexes. Office, industrial and apartment complexes shall be identified by name and number on a display board at the main entrance roadway.

505.3.1 Multi-Address Complexes. Office and industrial complexes with multiple addresses contained within shall post all addresses so that they are visible from main entry or roadway.

505.4 Tenant identification. Each occupied tenant space provided with a secondary exit to the exterior or exit corridor shall be provided with tenant identification by business name and address. Letters and numbers shall be posted on the corridor side of the door, be plainly legible and shall contrast with their background.

Section 506.1 Where required, [***shall read***:]

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for lifesaving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be a Knox ® rapid entry system capable of holding the number of keys necessary for operation and access of necessary equipment, doors, and other areas necessary for access as determined and approved by the fire code official. The Knox ® rapid entry system shall be keyed to system code registered for the City.

Section 506.1.1 Locks [***shall read***:]

506.1.1 Locks. Any lock required by the fire code official for access, or where a lock is placed per request of the owner or manager of the business or property, and the area locked is determined by the fire code official to require access; the lock shall be a Knox ® rapid entry system keyed to the system code registered by the City.

SECTION 506 KEY BOXES is amended to add Sections 506.3 Key Box Requirement.

506.3 Key Box Requirement. The City of Schertz uses Knox Box. To access a box, go to www.knoxbox.com. Select the City of Schertz and then select from the list. Knox Caps are also required for the Fire Department Connection.

Section 507.1 Water supply test [***shall read***:]

507.1 Required water supply. Adequacy of the water supply shall be determined by an approved flow test that is conducted on the fire hydrants nearest the project site unless otherwise approved by the Fire Code Official. The flow test shall be as follows:

1. The flow test shall have been conducted no more than 12 months prior to the date of construction document submittal to the City of Schertz.

2. The flow test shall be conducted in accordance with the current edition of NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, and any other applicable local, state, or national standards and/or requirements.

3. The flow test results shall be submitted with the construction documents.

4. If the water supply piping is not yet constructed, hydraulic calculations for the proposed piping design shall be submitted. The calculations shall be based on the flow test conducted on the fire hydrants nearest the project site and shall verify that the piping design provides the minimum required fire flow at no less than 25 psi residual. Upon completion of construction and prior to final certificate of occupancy, a flow test shall be conducted to verify the results of the calculations.

Section 507.3 Fire flow is amended to read as follows and Section 507.3.1 Fire Flow for Rural Isolated Areas is added to read as follows:

507.3 Fire flow. Fire Flow requirements for buildings or portions of buildings and facilities shall be as per Appendix B of the International Fire Code or other approved method as determined by the Fire Chief or designee. When utilizing Table C102.1 to determine the number and distribution of fire hydrants, and the flow requirement falls between the values on the table, the flow requirement shall be rounded up to meet the higher value.

Section 507.5 Fire Hydrant is amended to add the following:

507.5.1 Where Required amended to add the following.

Hydrant location must following rules:

1. Hydrant spacing along a water main should not exceed five hundred (500’) feet in single-family residential areas or three hundred (300’) feet in any non-residential, multifamily dwelling, or heavily congested residential area.

2.Fire Hydrant branch lines shall connect to an 8-inch water main and in no case be longer than one hundred (100') feet.

3. Any new fire hydrant is required to have a hydrant locator type II blue reflector installed in the roadway or fire lane, perpendicular to the hydrant, two feet off centerline. Any new Fire Hydrants must comply with City of Schertz Public Works Guide.

Section 507.5.3 Private fire service mains and water tanks are amended by adding Section 507.5.3.1 Private fire service main as follows:

507.5.3.1 Private Fire Service Main and water tanks. Private fire mains as used in this Code are the pipe and its appurtenances on private property between Schertz, other public water systems, or other sources of water and the base elbow of private fire hydrants or the rise for automatic sprinkler or standpipe systems. When connected to a public water system, the private fire main begins at a point designated by the public water utility. When connected to a gravity tank or pressure tank, the private fire main begins at the inlet side of the tank check valve.

507.5.3.1.2 Private fire lines shall meet the City's specifications for pipe material and trench backfill. See Public Works Design Guide.

1. A Double Check Detector Assembly (DCDA) backflow device will be provided on private fire lines within 100 feet of the City's water main.

2. The DCDA may be installed in a vault if proper consideration is given for drainage and clearance to vault walls for access and repair in accordance with manufacturer's specifications.

Section 507.5 Fire Hydrant Systems is amended by adding Sections 507.5.7 Design Criteria for Water Mains and 507.5.8 Fire Hydrant Installation Criteria as follows:

507.5.7 Design Criteria for Water Mains.

1. Where the fire service mains are used to supply required fire hydrants, the mains shall be sized to flow the required fire flow as determined by Section 507.3.

2. Where the fire service mains are used to supply required fire hydrants plus fire sprinkler and/or fire standpipe systems, the mains shall be sized to flow the larger of the fire hydrant flow demand as determined by Section 507.3, the fire sprinkler demand as determined by Section 903.3 or the fire standpipe demand as determined by Section 905.2.

3. The required number of fire hydrants for the fire flow determined by Section 507.3 shall be specified in Appendix C, Table C105.1.

4. When sizing the fire service main, the distribution of the fire flow among the required fire hydrants (as determined by item no. 1 or 2 above) shall be as determined by the Fire Chief or designee, but in most cases shall have no less than 1,000 GPM at the hydraulically remote fire

hydrant with the remaining fire flow equally distributed among the remaining required fire hydrants.

5. Main Size:

5.1 Minimum diameter for public water mains shall be six inches in single-family residential areas and eight inches in all other areas. Larger mains may be required to accommodate fire flow requirements.

5.2 Private fire mains shall be hydraulically calculated.

6. Water pressure in private fire mains shall not be less than thirty-five pounds per square inch (35 psi) with no hydrants in use. When hydrants are in use supplying the required fire flow, water pressure in the main at the fire hydrant discharge level shall be not less than 25 pounds per square inch (25 psi) residual.

7. Except for specific requirements of this code, all hydrants and mains required for private protection shall be designed, constructed, and operated in conformance with the local water purveyor's criteria, specifications and regulations for public fire hydrants and mains on public streets and NFPA 24.

Section 510 Emergency Responder Radio Coverage is amended to add sections 510.7 Qualifications of texting personnel as follows:

510.7 Qualifications of testing personnel. All tests shall be conducted, documented, and signed by a person in possession of a current FCC general radiotelephone operator license. All test records shall be retained at the inspected premise by the building owner and a copy submitted to the Schertz Fire within 30 days of when the test has been conducted. In the event the test shall fail to comply with the minimum requirements of the City, appropriate repairs shall be made, and additional tests conducted until tests meet the minimum requirements of the City. Proof of current license shall be submitted along with third-party testing.

Chapter 7

Fire and Smoke Protection Features

Section 703.2 identification of protected openings [***is added and shall read***]:

703.2 Identification of protected openings. Walls and partitions required to have protected openings (firewalls, fire barriers, fire partitions, smoke barriers, and smoke partitions) shall be permanently identified with signs or stenciling. Such identification shall be above any ceiling or other concealed space. Markings shall be red, in color, with at least four (4) inch letters with one half (½) inch stroke width and shall be spaced so that no more than ten (10) feet is visible without a marking. Markings shall include the phrase, "Fire Barrier, Protect All Openings."

Chapter 9

Fire Protection and Life Systems

Section 903.2 Where Required is amended to read as follows:

An automatic sprinkler system shall be installed throughout all levels of any new Group A (Assembly), B (Business), E (Educational), F (Factory), H (Hazardous), I (Institutional), M (Mercantile), and S (Storage) occupancies of more than 10,000 square feet or where the combined floor area on all floors, including mezzanines exceeds 10,000 square feet, and throughout all R-3 (Residential) occupancies of more than 5,000 square feet or more than two stories in height. The calculated area shall include all occupied space and exclude garage if separated from the resident and its attic space, by one-hour firewall (according to International Building Code-2018 ED.) and also exclude any detached building. Requirements of this section shall apply to existing buildings if there is a change of occupancy type/use, an increase in square footage/occupant load that exceeds section requirements or a remodel/renovation involving more than 25% of the building.

903.2.8.1A Group R-3 (Single Family Residential) An automatic sprinkler system shall be provided in occupancies of more than 5,000 square feet or more than two stories in height. The calculated area shall include all occupied space and exclude garage if separated from the resident and its attic space, by one-hour firewall and also exclude any detached building.

Section 903.4 shall read:

903.4 Sprinkler system supervision and alarms. Valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit. With the installation of this fire alarm control unit, section 907.5 will comply for occupancy notification upon activation of the waterflow switch or another initiation device.

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, where approved by the fire code official, shall sound an audible signal at a constantly attended location.

Section 903.4.2 shall read:

903.4.2 Alarms. An approved audible device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Approved device will be an Auto/Visual horn with a different tone that is inside the building.

Section 905.3.9 Building Area is amended to read as follows:

905.3.9 Standpipes. In buildings exceeding ten thousand (10,000) square feet in area per story, Class I automatic wet or wet standpipes shall be provided where any portion of the building's interior area is more than two hundred feet (200') of travel, vertically and horizontally, from the nearest point of fire department vehicle access.

Exception: Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.

SECTION 906 PORTABLE FIRE EXTINGUISHERS is amended by adding Section 906.5.1 Conspicuous Locations in Group R occupancies as follows:

906.5.1 Conspicuous Locations in Group R occupancies. In addition to other areas listed herein or in NFPA10, fire extinguishers in R occupancies may also be placed in any of the following locations to satisfy the requirements:

1. On a wall in the unit; or

2. Inside a closet or pantry if the door has a label indicating that there is a fire extinguisher inside; or

3. Inside a mechanical closet if the door has a label indicating that there is a fire extinguisher insider; or

4. Inside storage closets if the door has a label indicating that there is a fire extinguisher insider and there is no locking device on the door that requires a key or combination to open it.

Section 907.1 amended to add requirement of Fire Alarm panel SHALL describe the location of the activation. Addressable panels only allowed within the City of Schertz.

Section 907.3.5 Fire Alarm Systems - Emergency Control is hereby added to read as follows:

907.3.5 Fire Alarm Systems - Emergency Control. At a minimum, the following functions, where provided, shall be activated by the fire alarm system:

1. Elevator capture and control in accordance with ASME/ANSI A17.1b, Safety Code for Elevators and Escalators.
2. Release of automatic door closures and hold open devices.
3. Stairwell and/or elevator shaft pressurization.
4. Smoke management and/or smoke control systems.
5. Initiation of automatic fire extinguishing equipment.
6. Emergency lighting control.
7. Unlocking of doors.
8. Emergency shutoff of gas and fuel supplies that may be hazardous provided the continuation of service is not essential to the preservation of life.

9. Emergency shutoff of audio systems for sound reinforcement or entertainment (i.e., music systems, systems for announcement and broadcast which are separate from public address systems) provided that such systems are not used to issue emergency instructions.
10. Emergency shutoff of systems used for the creation of displays or special effects (i.e., lighting effects, laser light shows, projection equipment)
11. HVLS Shut down

Section 907.4.2.1 Location is amended to add an exception:

907.4.2.1 Location. Just add the exception along with verbal within the IFC.

Exception: Where construction of the building prohibits the proper installation of a manual fire alarm box (e.g., glass walls, interior brick or rock walls), a manual fire alarm box shall be allowed to be located in the normal path of egress, where approved by the Fire Chief or designee.

907.5 Occupant notification systems. Delete the exception.

907.5 Occupant notification systems. A fire alarm system shall annunciate at the fire alarm control unit and shall initiate occupant notification upon activation, in accordance with Sections 907.5.1 through 907.5.2.3.3. Where a fire alarm system is required by another section of this code, it shall be activated by:

1. Automatic fire detectors.

2. Automatic sprinkler system waterflow devices.

3. Manual fire alarm boxes.

4. Automatic fire-extinguishing systems.

Section 912.2 Location add to section 912.2: Fire Department Connection

912.2.3 Location: Sprinkler system and standpipe fire department connections shall be:

1. Within forty (40) feet of a public street, approved fire lane, or access roadway.

2. Within one hundred (120) feet of an approved fire hydrant as measured and approved by the Fire code official.

3. Minimum of two (2) feet above finished grade and a maximum of four (4) feet above finished grade for standard inlets and minimum of 30 inches at lowest point above finished grade and maximum of four (4) feet above finished grade for the fire (5) inlet;

4. The Fire code official shall approve the location of any freestanding fire department connections.

5. Where provided, the five-inch "Storz" inlet shall be installed at a 30-degree angle pointing down.

6. Fire department connections for H occupancies will be freestanding remote and located as determined by the Fire Code Official.

7. Where required in automatic or manual fire sprinkler or standpipe systems, fire department connections shall be provided with

8. Fire department connection(s) shall be located on the main entrance side of the building and within 100 feet of a fire hydrant.

912.2.4 Fire Department Connection. “With respect to hydrants, driveways, buildings and landscape, fire department connections shall be so located that fire apparatus and hose connections to supply the system will not obstruct access to the building for other fire apparatus. Fire department connections shall be located not more than 120 feet and no closer than 30 feet from the nearest fire hydrant connection to an approved water supply and shall be approved by the Fire Chief or designee.”

Section 912.5 Signs add to section:

912.5 Signs. An additional metal sign with dimensions ten (10) inches wide and eight (8) inches in height shall be posted not more than 72 and not less than 48 inches from the bottom of the sign to grade level and within 6 feet of the fire department connection. This additional sign shall have a white reflective background and have the letters "FDC" in red reflective material and be permanently affixed to a wall or post. The letters shall be at least 4 inches in height and a ½ inch stroke width.

Chapter 10

Means of Egress

SECTION 1003 GENERAL MEANS OF EGRESS is amended by adding Section [B]1003.8 Special Provisions as follows:

[B]1003.8 Special Provisions. Rooms in E occupancies used for kindergarten or daycare, children five or under, classified as an E occupancy shall not be located above or below the first story.

Exceptions: 1. Basements or stories are having floor levels located within four feet, measured vertically, from the adjacent ground level at the level of exit discharge, provided.

Section 1008.2 Illumination in Group E is added, and shall read:

1008.2 Illumination required. The means of egress serving a room or space shall be illuminated at all times that the room or space is occupied. Public restrooms equipped for handicap use shall have a minimum of one emergency fixture to provide one foot-candle of illumination throughout the restroom to the point of discharge into the exit pathway. School classrooms shall have one

emergency light at or near the primary or secondary exit door(s) that shall illuminate the egress door from the classroom side of the exit.

1010.1.9.5 Bolt locks. Delete exceptions; #3, #4, and #5.

Chapter 23

Motor Fuel-Dispensing Facilities and Repair Garages

Section 2303.2.2 Additional Emergency disconnect switches for attended self-service, is hereby added as follows:

2303.2.2 Additional emergency disconnect for attended self-service. Attended facilities shall have an additional emergency disconnect switch located inside the building for attendant use at a location approved by the fire code official.

Section 2306.2.3 Above-ground tanks located outside, above grade, is amended by adding Sections 2306.2.3.1 Inspections, 2306.2.3.2 Required Access, and 2306.2.3.3 Fire Hydrant Access as follows:

2306.2.3.1 Inspections. An inspection of the installation shall be conducted prior to loading the tank with fuel.

2306.2.3.2 Required Access. Fire apparatus access roads shall be provided for every aboveground storage tank. The aboveground storage tank shall not be more than 150 feet from fire apparatus access roads as measured by an approved route.

Chapter 33

Fire Safety During Construction and Demolition

Section 3301.3 Address numbers are added to read as follows:

3301.3 Address numbers. Buildings under construction shall place address numbers and/or building numbers in a position that is plainly legible and visible from the street or road fronting the property with minimum six-inch numbers.

Section 3314.3 Furniture, Fixtures, and Equipment are hereby added as follows:

3314.3 Furniture, Fixtures, and Equipment. In buildings where an automatic sprinkler system is required, furniture, fixtures, and equipment shall not be stored in the building until the system has been tested and approved by the fire code official and monitoring of the system is active.

Exception: As approved by the fire code official.

Chapter 56

Explosives and Fireworks

Section 5601.2 Permit required is amended by adding new Section 5601.2.6 Prohibited Explosives as follows:

5601.3.1 Prohibited Explosives. It shall be unlawful for any person to have, keep, store, sell, offer for sale, give away, use, or manufacture any of the explosives listed in Section 5601.3 any quantity, within the corporate limits of the City, or to store, sell, use or offer for sale such explosives within the City limits unless, authorized by the Fire Chief.

(Ord. No. 05-C-19, § 2(7-14), 5-3-2005; Ord. No. 15-C-21 , §§ 1, 2, 8-4-2015)

Appendix C

Fire Hydrant Locations and Distribution

The use of this section will apply; however, the distances will need to comply with section 507.5.1 Where required. Whichever section is more stringent.

Appendix D

Fire Apparatus Access Roads

Appendix D FIRE APPARATUS ACCESS ROADS is hereby amended by amending section D106.3 Separate Access Roads to read as follows:

D106.3 Separate Access Roads. The requirement for two separate and approved fire apparatus access roads are met with the following conditions:

1. A minimum of two separate entrances into the complex is made from the street or public way.

2. The distance between the two entrances are equal to not less than one half the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, as per 2018 IFC, section D104.3.

Exception: Where it is physically impossible to be one half the diagonal dimension apart, the access road will be approved if the following conditions are met:

a. The two separate fire apparatus access road must be separated as far as physically and practically possible.

b. The two separate entrances must be a minimum of 150 feet apart measured in a straight line between accesses.

3. The two separate entrances can share a common path of travel on the complex site so long as a blockage in any one area of this path does not block access from both the primary and secondary

access simultaneously. The two separate entrances can share a common path of travel on the complex site so long as a blockage in any one area of this path does not block access from both the primary and secondary access simultaneously. Each of the two separate fire apparatus roads shall meet the requirements of the 2018 IFC, section 503, Fire Apparatus Access Roads.

Article VI – LIFE SAFETY CODE is amended to read.

Section 30-101 Life Safety Code Adopted.

NFPA 101, Life Safety Code, 2018 Edition, as amended, revised and corrected, including all future editions, revisions, amendments and corrections, published by the National Fire Protection Association (NFPA), one (1) copy of which is on file with the city secretary, is hereby adopted and incorporated by reference as the Life Safety Code of the City of Schertz subject to and including by reference such amendments as herein shall appear. NFPA 101, Life Safety Code, 2018 Edition, shall be used in conjunction with the International Fire Code, 2018 Edition.

Chapter 30, "Fire Prevention and Protection" of the Code of Ordinances, City of Schertz, Texas, Articles ~~II,~~ IV,~~-~~ V and VI are hereby amended.

~~Section 2.~~ Amendments. Chapter 30 "Fire Prevention and Protection" of the Code of Ordinances, City of Schertz, Texas, is hereby amended to read as follows:

ARTICLE ~~**II. FIRE MARSHAL**~~IV. FIREWORKS CODE. Is amended as follows.

~~**Sec. 30-22. – Responsibilities.** ***Is amended to read.***~~

~~The Fire Marshal and his designee, must be a state-certified peace officer. The Fire Marshal,~~ and his designee~~, shall perform such duties as prescribed by law and other ordinances. The Fire Marshal shall be the authority having jurisdiction concerning nuisances, arson, fire prevention and/or fire code matters.~~

~~**ARTICLE IV. FIRE WORKS CODE.** ***Is amended as follows.***~~

Section 30-64. – Fireworks prohibited

~~(a)~~ (a) Except as provided hereinafter, it shall be unlawful for a person to manufacture, assemble, store, transport, sell, offer or have in possession with intent to sell, use, discharge, ignite, or otherwise set~~-~~in action any fireworks within the corporate limits of the city~~ or its extraterritorial jurisdiction.~~.

~~(b) Except as provided hereinafter, it shall be unlawful for a person to manufacture, assemble, store, have in possession with intent to use, discharge, ignite, or otherwise set in action any fireworks within 5000 feet outside of the City's corporate limits.~~

~~(c) Packaged or unopened fireworks cannot be confiscated by the municipal authority.~~

~~**Sec30-67. – Seizure and disposal.** ***Repealed.***~~

(b) The City of Schertz Fire or Police Department cannot confiscate unopened fireworks. (Texas Local Government Code Sec. 342.013)

ARTICLE V.~~—~~ FIRE PREVENTION CODE

Sec. 30-81. - Fire Prevention Code adopted. Is amended to read.

The International Fire Code, ~~2012~~2018 Edition (IFC-~~2012~~2018), as amended, revised and corrected, including Appendices B, C, D, F, H, I, and all future editions, revisions, amendments, and corrections, published by the International Code Council (ICC), one copy of which is on file with the city secretary, is hereby adopted and incorporated by reference as the Fire Prevention Code of the City of Schertz, subject to and including by reference such amendments as herein shall appear. Any codes reference within this code, City of Schertz will use the current addition of that referenced code.

Sec. 30-82 – Amendments

Schertz Fire Final Review

The International Fire Code, 20122018 Edition (IFC-20122018) is hereby amended as stated below.

CHAPTER 1
SCOPE AND ADMINISTRATION

Section [A] 101.1 is amended to read as follows:

[A] 101.1 Title. These regulations shall be known as the Fire Code of **City of Schertz,** hereinafter referred to as "this code."

***Section [A] 102.9** is amended by adding **102.9.1** Fire Chief Authorization as follows:*

> **[A] 102.9.1 *Fire Chief Authorization*** The Fire Chief is authorized to make and enforce such rules and regulations for the prevention and control of fires and fire hazards as may be necessary from time to time to carry out the intent of this Code.

Section 104 GENERAL AUTHORITY AND RESPONSIBILITIES, is amended by adding Section [A] 104.1.1 entitled Authority of the Fire Chief and the Fire Department and Section [A] 104.1.2 entitled Additional Duties and Police Powers of Fire Department Members as follows:

[A] *104.1.1 Authority of the Fire Chief and the Fire Department.* *The Fire Chief is* duly *authorized to* act by any means he deems necessary to protect life and property from *make and enforce such rules and regulations for the prevention and control of fires and fire hazards, as may be necessary from time to time to carry out the intent of this Code. The Fire Chief may delegate his power to any* other *member of the Schertz Fire Department.*

[A] *104.1.2 Additional Duties and Police Powers of Schertz Fire Department Members.* In addition to the duties *Additional Duties required or prescribed for* members of *the Schertz Fire Department in connection with* the*their regular functions* of such department, *when* so required by *the order of the City Manager* in. *In the case of riots, floods, or other public emergencies or catastrophes* or. *Or the public danger of any sort,* and all fires by order of the Fire Chief, Assistant Chief, *Division Chief,* Battalion Chief, or any *Captain or Lieutenant of the Schertz Fire Department, each and all members of the Fire Department shall be and become vested with full Police powers* and. *It shall perform all duties required for the protection of persons or property or the preservation of public safety, peace, and order.*

Section [A] 104.3 Right of Entry, is amended by adding subsection [A] 104.3.2 entitled Photographic Documentation to read as follows:

[A] *104.3.2 Photographic Documentation.* Members*Member(s) of the Schertz Fire* Department *making such examinations or inspections shall have the right, with proper credentials, and be authorized to take a reasonable number of photographs or videotapes for* evidence and for

Schertz Fire Final Review

records ~~for use~~to be used by the Schertz Fire ~~Department~~ to study hazards and scientific control for fire safety.

Section 105.2.5 Investigation Fee/Working Without a Permit, shall be added, and read:

***105.2.5 Investigation Fee/Working without a permit**. Work requiring a permit shall not commence until said permit is posted in a conspicuous place on the job site and approved plans are available at this location. Where work is commenced prior to obtaining said permit, the fees provided in the City Code may be doubled. The payment of such double fee shall not relieve any person from fully complying with the requirements of this ordinance in the execution of the work nor of any other penalties prescribed herein.*

Section [A] 105.4.2 Information on construction documents is amended by adding Section [A] 105.4.2.2 entitled Occupancy Classification Letter as follows:

~~[A]~~ 105.4.2.2 Occupancy Classification Letter. ~~Two copies~~*A copy of a completed "Occupancy Classification Letter" (a.k.a. "Commodities Letter") or other approved Fire Protection report shall be submitted to the City for buildings or portions thereof that are to be used for any of the following purposes:*

~~1.~~ *1. Warehousing or storage*

~~2.~~ *2. Retail including rack display of products*

~~3.~~ *3. Hazardous material storage and/or use*

~~4.~~ *4. Manufacturing*

The Occupancy Classification Letter is required to be submitted

~~1.~~ *1. with the building permit submittal documents when seeking a building permit,*

~~2.~~ *2. to the Fire Inspector during a Certificate of Occupancy inspection, or*

~~3.~~ *3. at any other time when required by the fire code official.*

The Occupancy Classification Letter is to be prepared by the owner and/or tenant of the building/space in question or ~~a~~ registered design professional. It is to be signed, dated and on company letterhead. If the Occupancy Classification Letter is prepared by a registered design professional representing the owner and/or tenant of the building/space in question, the letter is to be countersigned by the owner and/or tenant. The Occupancy Classification Letter is to be kept on site at all times. Prior to a change in 1) the type or amount of hazardous material(s) used or stored, 2) the type or amount of storage or storage height or method, or 3) the manufacturing process, a revised Occupancy Classification Letter is to be submitted to the Fire Chief or his designee for review.

***~~Section 105.6 Required operational permits~~** ~~is amended by adding **Section 105.6.47 Food Booths**, and **Section [A] 105.6.48** entitled **Mobile Food Establishments** as follows:~~*

Schertz Fire Final Review

~~**[A] 105.6.47 Food Booths.**~~
~~An operational permit is required for the operation of a food booth. For permit to operate a food booth, see Section 320.~~

~~**[A]105.6.48 Mobile Food Establishments.**~~
~~An operational permit is required for the operation and maintenance of a mobile food establishment. Small, light weight vendor push carts, as determined by the fire code official, are not covered under this section. For permit to operate a Mobile Food Establishment, see Section 321.~~

~~***Section*** **[A] 105.7.*11*16 LP-gas** ~~*is hereby amended as follows:*~~

~~**[A]105.7.11 LP-gas.**~~ **.** A construction permit is required for installation of or modification to an LP-gas system that contains 120 gallons or more. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

109.1 Board of Appeals is hereby created and shall read:

Sec.[A] 109.1 Building and Standards Commission. *All appeals relative to the application and interpretation of the codes adopted in this chapter shall be to the Building and Standards Commission as established under the Unified Development Code, Article 3, Boards, Commissions and Committees.*

Section ~~*[A]*~~ 110.~~*2 Evacuation* *is amended by adding* *[A]*~~ 4 Violation penalties shall read:

110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class C Misdemeanor, punishable by a fine of not more than *$ 2,000.00*. **Each day** that a violation continues after due notice has been served shall be deemed a separate offense.

Section 111.2.1 Removal of Occupants is added, and shall read:

~~**[A] 110**~~**111.2.1 Removal of Occupants**~~. A~~ **if Occupancy Load has exceeded**. Any member of the Schertz Fire ~~Department~~ is authorized to ~~require the removal of~~ have occupants at a location to be removed when actual occupancy exceeds the permitted or posted occupant load. ~~A person commits an offense if he refuses to obey an order to vacate.~~

~~***Section 111.4 (IFC 2012) Failure to comply****. Such provision is hereby amended to read as follows:*~~

~~***Section 111.4 (IFC 2012)***~~[A] **112.4 Failure to** ~~***comply***~~ **"Comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~guilty of a violation of Class C Misdemeanor. Punishable by fine not to exceed $2000 per day and per offense"~~liable to a fine of not less than **$ 200.00** or more than **$ 2000.00**.

~~***SECTION 202, GENERAL***~~ **CHAPTER 2**
DEFINITIONS ~~*is amended by adding*~~

Schertz Fire Final Review

Section 202 Add to definitions ~~*and modifying existing ones as follows:*~~ in section 202:

~~**SECTION 202**~~
~~**GENERAL DEFINITIONS**~~

~~**Change of Occupancy** is amended to read as follows:~~

~~**Change of Occupancy.** A change in the purpose or level of activity to include change of ownership, within a building that involves a change in application of the requirements of this code.~~

~~**Fire Lane** is amended to read as follows:~~

~~**Fire Lane.** Shall~~FIRE HAZARD shall mean any condition or act which increases or may cause an increase of the hazard or menace of fire to a higher degree than that customarily recognized as reasonable by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire, or which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of fire.

FIRE LANE shall mean any area appurtenant to entrances or exits of a building deemed necessary by the Fire Chief or his designee to remain free and clear of parked vehicles for access to such building in case of fire or other emergency and designated by him as such, and may include sidewalks, driveways, portions of parking lots, or any other area adjacent to or near building entrances or exits, or any fire hydrant.

~~**Fire Watch** is amended to read as follows:~~

FIRE MARSHAL shall mean the fire code official responsible for investigations of fires, inspection of facilities, and code enforcement.

FIRE WATCH~~.~~ Qualified individuals ~~are defined as State Certified Fire Inspectors assigned to the Fire Prevention Division of the City of Schertz, or, if~~ approved by the Fire ~~Marshal~~Chief or designee are, Texas Certified Firefighters, Peace Officers, individuals employed by a private security firm, or other designated individuals whose sole duty when assigned a fire watch is to perform constant patrols of the premises and keep watch for signs of unwanted fire. A written attendance log must be maintained, and personnel must have at least one approved means of notifying the fire department of fire or other emergencies. When fire watch is being performed and is not deemed adequate, the Fire Chief or designee shall institute that members of the Schertz Fire Department to be used in the place of what currently being used. The cost of the fire watch shall be at the current overtime rate of the individual preforming the task and shall be the sole responsibility of the owner/contractor to pay. The fire watch fee shall be paid to the City of Schertz within 30 days before final approval is granted on system work.

~~**Foster Care Family Home** is added as follows:~~

Schertz Fire Final Review

FOSTER CARE FAMILY HOME shall mean a single independent residential occupancy that is the primary residence of the caregiver and licensed by the state to provide twenty four (24) hour care for six or fewer children (including those related to the caregiver) up to the age of eighteen (18) years.

Mobile Food Establishment is added as follows:

MOBILE FOOD ESTABLISHMENT shall mean a mobile food operation using any heat producing equipment to cook, fry, or warm products for consumption from a motorized vehicle, towable trailer, or watercraft.

OCCUPANCY CLASSIFICATION. For the purposes of this code, certain occupancies are defined as follows:

[BG] Residential Group R-3 is amended to add the following:

[BG] Residential Group R-3. Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Foster Care Family Homes

PARK shall mean the standing of a vehicle, whether occupied or not, upon a street otherwise than temporarily for the purpose of, and while actively engaged in, receiving or discharging passengers or loading or unloading merchandise or in obedience to traffic regulations, signs, or signals or an involuntary stopping of a vehicle by reason of a cause beyond the control of the operator of the vehicle.

Special Event is added as follows:

SPECIAL EVENT shall mean an indoor or outdoor event that, in the opinion of the Fire Code Official or their designee, meets any of the following criteria:

1. Constitutes a use or occupant load ordinarily not permitted by the face of the Certificate of Occupancy.

2. Requires the means of egress to be altered from a configuration that was previously approved by the Building Code Official, Fire Code Official, or their designee (e.g., installation of booths, curtains, partitions, tables/chairs, etc. or the locking of select doors to limit access to portions of a building or area).

3. Poses a condition that compromises any life safety systems that were previously approved by the Building Code Official, Fire Code Official, or their designee (e.g., reduced lighting, increased sound levels, installation of alternate interior finishes, etc.).

4. Poses a condition that reduces the effectiveness of public safety services of any kind (e.g., Conditions that result in reduced access to fire hydrants, sprinkler riser/pump rooms, Fire Department Connections, etc.)."

Schertz Fire Final Review

~~***Section 307.1 General*** ~~Whenever the word "JURISDICTION" is ~~*amended by adding* ***Section 307.1.2 Carrying Burning Materials*** *as follows:*~~

~~**307.1.2 Carrying Burning Materials**. No person~~used in the ~~city~~ International Fire Code, it shall ~~carry or cause~~be held to ~~be carried, in any street or other thoroughfare, any burning coal or firebrands, unless the same is shut up in a covered vessel.~~

~~***Section 307.4 Location**. Such provision is hereby amended to read as follows:*~~

~~***Section 307.4 Location*** The location and conditions for open burning shall be in accordance with rules established by~~mean the City of Schertz, Texas ~~Commission on Environmental Quality (TCEQ) and in effect at the time the permit is issued. Location and conditions shall be further restricted, as follows:~~.

~~1. Forecasted wind speed of 15 mph or less;~~

~~2. Open burning shall not be allowed in residential areas on lot sizes less than three (3) acres;~~

~~3. Open burning shall not be allowed on days subject to an "Air Quality Health Alert" or other air quality warning."~~

~~4. Failure for permit holder to keep a control burn under control through negligence, which activates an emergency response by Fire Department will require the permit holder to pay for the cost of the fire response in accordance to fees set forth in Exhibit 1- Fee Schedule.~~

~~~~Whenever the words "Chief of the Bureau of Fire Prevention," or "Fire Code Official" is used in the International Fire Code, it shall be held to mean "The Fire Chief."

Chapter 3
General Requirements

Section 307.6 Sky Lanterns prohibited is added, and shall read:

307.6 Sky Lanterns. Sky lanterns; also known as Chinese lanterns, sky candles, or fire balloons, which are airborne lanterns constructed of a combustible material and contain a candle or fuel cell that when lit, causes the device to go airborne and travel in the air; are prohibited within the city limits.

Section 308.1.4 Open-flame cooking devices ~~is~~are amended by deleting exception 2 and 3 and renumbering as follows:

308.1.4 Open-flame cooking devices. ~~Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) or combustible construction~~No person living within any multifamily housing such as an apartment, apartment condominium, hotel, motel, or any other multifamily type occupancy shall construct, install, store, maintain or use any incinerator, barbecue pit, charcoal or propane grill or container of any kind for the purpose of igniting any combustible materials for whatever domestic purpose such as cooking or washing, within 10 feet of a combustible multifamily housing occupancy.

Schertz Fire Final Review
~~~~

Exceptions:

1. Exception: One- and two-family dwellings. *Delete Exceptions two and three.*

***Section 308 OPEN FLAMES** is amended by adding **Section 308.5** entitled* **311.2.2 Fire** ***Hazard Prohibited** as follows:*

308.5 Fire Hazard Prohibited. In Group R, Division 1 & 2 occupancies, a person **protection.** Exception 3 shall not construct, erect, install, maintain or use any incinerator or barbecue pit or so burn any combustible material asread: Where approved by the fire code official, fire alarm and sprinkler systems are permitted to constitute or occasion a fire hazard by the use or burning thereof or as to endanger the life or propertybe placed out of any person thereof.

The use or burning of any such devices under the following conditions shall constitute a fire hazard and is strictly prohibited:

1. Within 10 linear feet of any combustible surface, including but not limited to decks, porches, balconies, walls, or verandas.
2. Beneath any balcony, porch, roof overhang, deck, or veranda.

***CHAPTER 3 GENERAL REQUIREMENTS** is amended by adding a new **Section 319 PARADE FLOATS** to read as follows:*

SECTION 319
PARADE FLOATS

319.1 Decorative Materials. Decorative material on parade floats shall be noncombustible or flame retardant.

319.2 Fire Protection. Motorized parade floats and towing apparatus shall service in seasonally occupied buildings: that will not be provided with a minimum 2-A, 10-B:C rated portableheated; where fire extinguisher readily accessible to the operator.

319.3 Exhaust Pipes. Motorized float exhaust pipes must be extended past the exterior of the float and be clear of all decorative material.

319.4 Escape Hatch. Motorized floats shall be equipped with a quick escape hatch from interior driver compartments.

***CHAPTER 3 GENERAL REQUIREMENTS** is amended by adding a new **Section 320 FOOD BOOTHS** as follows:*

SECTION 320
FOOD BOOTHS

320.1 Permits. For permit to operate a food booth, see Section 105.6.47. It shall be unlawful to operate a food booth without a permit.

320.2 Fire Extinguishers. One 2A 10 BCprotection systems will be exposed to freezing temperatures; where fire extinguisher shall be required for all food booths. Booths containing

Scheff 2 Fire Final Review

deep fat fryers shall have a class K portable fire extinguisher for up to four fryers having a maximum cooking medium capacity of 80 pounds each. For every additional group of four fryers having a maximum cooking capacity of 80 pounds each, an additional class K extinguisher will be required. For individual fryers exceeding 6areas do not exceed *10,000* square feet in surface area, class K extinguishers will be installed in accordance with manufacturers' recommendations. All fire extinguishers shall have a current (within a year) inspection sticker from a licensed extinguisher company or provide proof that the extinguisher is new ((1115 m2); and that do not store receipt).

320.3 Location. Food booths utilized for cooking shall have a minimum of 10 feet clearance on two sides. Booths shall not be placed in fire lanes unless otherwise approved by the fire code official. Booths shall not be placed within 10 feet of amusement rides or devices.

320.4 Cooking equipment location. Barbeque pits shall not be located within 10 feet of combustiblemotor vehicles or hazardous materials. Barbeque pits shall not be located under the food booth canopy.

320.5 Acceptable Cooking Sources. The following are the only approved cooking sources for food booths:

1. Wood or charcoal
2. Propane
3. Natural Gas
4. Electricity

320.6 Generators. Fuel tanks shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Generators shall be isolated from contact with the public. Storage of gasoline is not allowed in or near generators or food booths.

320.7 Decorations. All decorative material shall be at least six feet away from any open flame, cooking element, or heat source or be flame resistant.

320.8 Escape route. All concession stands shall have a minimum of a three ft. aisle for emergency escape.

320.9 Propane. All equipment used in conjunction with propane tanks must be UL Listed for the purposes in which they will be used. Tanks shall be secured to prevent falling. Tanks shall only be white or aluminum in color. Only one spare tank will be allowed in a food booth. Emptied propane tanks are to be removed from the site immediately after use. Regulators shall be attached to the tanks as close as possible. Leaks can be detected using a soap and water solution. Tank shutoff valves and/or additional shutoff valves shall be accessible and away from the cooking appliance(s). Propane tanks shall not be within five feet of an ignition source. Propane tanks shall not be located within 10 feet of a building door or window.

***CHAPTER 3 GENERAL REQUIREMENTS** is amended by adding a new **Section 321 MOBILE FOOD ESTABLISHMENTS** to read as follows:*

SECTION 321
MOBILE FOOD ESTABLISHMENTS

321.1 Permits.

Schertz Fire Final Review

321.1.1 It shall be unlawful to operate mobile food establishments without a permit as required by Section 105.6.48. Annual mobile food establishment permits must be displayed in a visible location in or on the mobile food establishment.

321.1.2 Mobile food establishments left on site for more than 24 hours at carnivals, fairs, festivals, or other public events will be subject to Food Booth permit requirements, inspections, and fees as set forth in Section 320 and Section 105.6.47 of this code in addition to any fees associated with the annual mobile food establishment permits.

321.2 Fire Extinguishers – Fire extinguishers are required in mobile food establishments in accordance with sections 321.2.1 through 321.2.4

321.2.1 All mobile food vendors shall have at minimum one (2A10BC) portable fire extinguisher mounted in a conspicuous place within the kitchen area.

321.2.2 Mobile food vendors with portable generators shall have a (3A40BC) portable fire extinguisher.

321.2.3 All portable fire extinguishers shall be serviced, inspected, and tagged annually.

321.2.4 In addition to any other required fire extinguisher, all mobile food vendors who deep fat fry shall have a class K portable fire extinguisher for up to four fryers having a maximum cooking medium capacity of 80 pounds each. For every additional group of four fryers having a maximum cooking capacity of 80 pounds each, an additional class K extinguisher will be required. For individual fryers exceeding six square feet in surface area, class K extinguishers will be installed in accordance with manufacturers' recommendations.

321.3 Use of LPG – Liquefied Petroleum Gas usage shall comply with sections 321.3.1 through 321.3.5.

321.3.1 L.P. Gas containers shall be located and secured on the exterior of the mobile food establishment, open to atmosphere or if containers are kept in compartment, said compartment must be separate from the interior food preparation area. Access must be from the exterior of the unit and compartment floor and exterior door must be vented to the atmosphere.

321.3.2 All mobile units with propane shall post a "NO SMOKING" sign next to or directly above the propane bottle and visible to the public. Such sign shall be posted with a minimum of four inch lettering.

321.3.3 Any hose used to pipe L.P. Gas to a device shall be listed by UL, FM, or other approved agency and listed specifically for LP Gas service. All couplings, fittings, and any other devices shall meet the requirements for LP Gas Service as outlined in the International Fuel Gas Code, NFPA 58 and 54, or be deemed unapproved and removed from service.

321.3.4 LPG tanks shall be located outside the mobile food establishment a minimum of five feet from the primary means of egress.

321.4 Baffles and Closures

321.4.1 All deep-fat fryers shall have a steel baffle between the fryer and surface flames of an adjacent appliance or shall maintain a 16 inch separation distance. The baffle, if installed, shall be eight inches in height.

321.5 Emergency Egress. Emergency egress shall comply with Sections 321.5.1 through Section 321.5.2.2

Sample File Final Review

~~**321.5.1** Mobile food establishments shall have a clear, unobstructed height over the aisle way portion of the unit of at least 74 inches from floor to ceiling, and a minimum of 30 inches of unobstructed horizontal aisle space.~~

~~**321.5.2** Should travel distance from any portion of the interior exceed 10 feet, the mobile food establishments shall have a minimum of two exits located remote from each other and so arranged as to provide a means of unobstructed travel to the outside of the vehicle.~~

~~**321.5.2.1** A secondary means of egress shall be located remote of the main exit door, with an unobstructed minimum passage of 24" X 24 " to the outside. The bottom of this secondary means of egress shall not be more than four feet above the vehicle floor or a readily accessible horizontal surface capable of supporting a weight of 300 pounds minimum opening to the outside.~~

~~**321.5.2.2** The latch mechanism of any exit facility shall be operable by hand, and shall not require the use of a key or special knowledge for operation from the inside. The secondary exit shall be labeled with the word "EXIT" with two inch minimum letters on contrasting background.~~

~~**321.6 Generator Refueling**~~

~~321.6.1 Refueling of generators shall be performed in an approved location not less than 20 feet from the mobile food establishment. Fuel shall be stored in a UL or FM approved flammable liquid safety container in an approved location. Generators shall be grounded in an approved method. Generators shall not be refueled in areas occupied by the public.~~

Chapter 4
EMERGENCY PLANNING AND PREPAREDNESS

Section 405.2 Frequency is amended by adding a new Section 405.2.1 Fire Drill Records to read as follows:

405.2.1 Fire Drills for E Occupancies. The operator of premises housing an E Occupancy shall conduct fire drills:

~~1.~~ 1. Without warning;
~~2.~~ 2. In a manner requiring:
~~a.~~ a. all students to immediately leave the structure upon hearing the fire drill signal;
~~b.~~ ~~a~~b. A roll call by classes outside the structure; and
~~c.~~ ~~doors~~c. Doors to be closed as each area is evacuated;
~~3.~~ 3. In a manner simulating fire ~~conditions~~condition;
~~4.~~ 4. In a manner prohibiting students from running or playing;
~~5.~~ 5. If approved, in a manner permitting security persons to remain inside the structure during drills;
~~6.~~ 6. Which include:
~~a.~~ a. Complete checks of each section of the structure;
~~b.~~ b. The use of varying evacuation routes;
~~c.~~ c. Occasional simulation of blocked exits;
~~d.~~ d. Provisions for calling the fire department; and
~~e.~~ e. The use of varying drill times;
~~7.~~ 7. During weather which does not pose a health threat to students;
~~8.~~ 8. As an exercise in discipline and procedure, rather than speed; and
~~9. By pulling a manual pull station.~~

Sheet 2 Fire Final Review

~~***Section 405.2 Frequency** is amended by adding a new **Section 405.2.2 Fire Drills for E Occupancies** to read as follows:*~~

405.2.2 Fire Drills for E Occupancies. FIRE CHIEF'S POWER TO ORDER FIRE DRILL. The Fire Chief may require a fire drill at any E Occupancy at any time.

Chapter 5
FIRE SERVICE FEATURES

Section 503.1.1 Buildings and facilities ~~is~~are amended by adding Section 503.1.1.1 Access from the adjacent lot as follows:

503.1.1.1 Access from an adjacent lot. Where fire apparatus access roads for a building or buildings are provided from an adjacent lot, a fire lane easement or ingress/egress easement is required to be recorded on the adjacent lot's plat that is providing the common access. The adjacent lot's plat is to ~~clearly~~ show the easement graphically clearly.

Exception: In lieu of the graphical easement, a note may be placed on the plat that, at a minimum, states, the following: "Ingress and egress shall be provided between all adjacent lots for adequate fire department vehicle access per the City of Schertz Fire Code. The cross access shall not be blocked, nor may this note be taken off the plat without written permission from the City of Schertz Director of Development Services and the Schertz Fire ~~Department Fire Marshal."~~ Chief or designee."

Section 503.2.1 Dimensions ~~*is amended by adding **Section***~~ shall read:

503.2.1~~***.2 Mountable Curbs** are added*~~ **Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than ***24 feet***, exclusive of shoulders. An unobstructed vertical clearance of not less than ***14 feet*** and shall always be required and maintained. Security gates shall be sized to ~~*read as follows:*~~ match the required clear width.

~~**503.2.1.2 Mountable Curbs**. Mountable curbs are permitted when approved by the Fire Marshal.~~

Section 503.2.3 Surface is amended by adding a second paragraph to read as follows:

~~**503.2.3 Surface**. Drivable grass surfaces, or other alternative drivable surfaces, are permitted when approved by the Fire Marshal or his designee and in accordance with all of the following conditions:~~

~~1. Sealed documents indicating compliance with the provisions of 503.2.3 shall be submitted by a registered design professional for review.~~

~~2. The drivable grass surface, or alternative drivable surface, shall not be used as the primary access to the site.~~

~~3. The surface shall be capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.~~

~~4. Blue traffic reflectors shall be provided on each side of the surface every 20 feet to clearly mark its boundaries. Vegetation on and surrounding the surface shall be maintained such that said reflectors are visible at all times.~~

~~5. Sod is not permitted to be placed over the drivable base.~~

Schertz Fire Final Review

6. If the surface proposed is to be used as the aerial apparatus access road for the facility, concrete curbing, or other approved edging, shall be installed along both sides of the portion to be used as such for enhanced lateral stability. A registered design professional shall design said curbing. Sealed drawings of the design shall be provided to the Fire Department and Development Services for review.

7. If sand or other free-flowing fill is used as a main structural component for the surface, concrete curbing or other approved edging shall be installed along both sides of the surface for material containment. A registered design professional shall design such curbing. Sealed drawings of the design shall be provided to the Fire Department and Development Services for review.

A signed letter from the manufacturer shall be provided to the Fire Marshal certifying that the installation meets all requirements in the manufacturer's installations prior to issuance of the Certificate of Occupancy.

8. The surface shall be maintained in proper working order at all times when utilized as a required fire lane. Should the surface become damaged or fall into disrepair, the Fire Marshal or his designee shall be authorized to require the repair and re-certification of said surface.

Section 503.2.4 Turning radius *is amended by adding a second paragraph to* , shall read *as follows:* :

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be determined by the *fire code official.*

The turning radii of a fire apparatus access roadway shall require a minimum of ***50 feet*** outside radius, and a minimum of ***25 feet*** clear distance to the inside radius on all turns in excess ofmore than ***30 degrees***.

Section 503.2.5 Dead Ends *is amended to read as follows:*

503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus. Turn arounds approved by the Fire Marshal or as permitted by Appendix D are acceptable.

Exception: Where the building is equipped throughout with an approved sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3, the maximum length of dead-end fire apparatus access roads shall be increased to 200 feet. This increase shall not be applicable to Groups H and I Occupancies, buildings with occupancies having High-Piled Combustible Storage and high-rise buildings.

Section 503.2.7 Grade is amended to read as follows:

503.2.7 Grade. The gradient for a fire apparatus access road shall not exceed 12%. ***twelve percent (12%).***

Section 503.*3 Markings is repealed*2.8 Angles of approach and ***replaced with a new*** departure shall read:

Section 503.*3 Markings as follows:* 2.8 Angles of approach and departure. An angle of approach and an angle of departure shall be designed so that at least **8 degrees** shall be maintained at the front and the rear of the department's apparatus when it is loaded to the estimated in-service weight.

Schertz Fire Final Review

Section 503.3 ~~Markings. Such provision is hereby amended to read as follows:~~

~~Striping, signs or other markings, when approved by~~ the ~~fire code official,~~added shall ~~be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs, and other markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired necessary to provide adequate visibility.~~ read:

503.3.1 ~~Striping~~~~.~~ Fire apparatus access roads shall be continuously marked by painted lined of red traffic paint six inches (6~~")~~") in width to show the boundaries of the lane. The words ~~"~~"NO PARKING –FIRE LANE~~"~~" or ~~"~~"FIRE LANE –NO PARKING~~"~~" shall appear in four~~-~~inch (4~~")~~") white letters at twenty~~-~~five feet (~~25'~~25') intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical and horizontal of the curb.

~~503.3.2. Signs. Signs, when approved by the fire code official, shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be twelve inches (12") wide and eighteen inches (18") high. Signs shall be on a white background with letters and borders in red, using not less than two inch (2") tall lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6' 6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.~~

~~***Section 503.6 Security gates** is hereby amended by adding the following language and adding a new **Section 503.6.1 Direction of Swing** to read as follows:~~

~~**503.6 Security gates**. The installation of security gates across a fire apparatus access road shall be *approved* by the fire chief. Where security gates are installed, they shall have an *approved* means of emergency operation to include a fire department specific key switch, lock, or box. Upon loss of power to electric gate operators, a secondary power source or clearly marked and identified manual release shall be provided. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.~~

~~**503.6.1 Direction of Swing**. Security gates installed across a Fire Apparatus Access Road shall swing in the direction of travel towards the building or open horizontally to avoid backing up of Fire Apparatus and to allow for an expedited response.~~

~~SECTION~~ 503 FIRE APPARATUS ACCESS ROADS is amended by adding Sections 503.7 Fire ~~*Marshal*~~Chief or designee Authority to Designate Fire Lanes, 503.8 Summons to be Issued for Parking Violation, 503.9 Removal of Vehicle by Property Owner, 503.10 Removal of Vehicle by Fire Chief, and 503.11 Abandonment of Fire Lane to read as follows:

503.7 ~~Fire Marshal~~ Authority to Designate Fire Lanes. The Fire ~~Marshal~~Chief or designee is hereby authorized to designate fire lanes on designated premises where such areas must be free of parked vehicles and other obstructions to provide ready access to buildings therein, in case of fire or other emergencies. The Fire ~~Marshal's~~Chief's or designee designation of such fire lanes does not obviate the owner of such property of their responsibility to maintain the area. Further, owners of the private property or their designated representative may request that the Fire Chief or designee designates additional fire lanes ~~be designated by the Fire Marshal~~.

Scheduled for Final Review

503.8 Summons to be Issued for Parking Violation. ~~A summons or notice to appear in answer to a charge of parking in violation of this section specifying the location of the fire lane in which such violation occurred and the date and time of such violation,~~*Violation(s) may be issued by any police officer, or* ~~any inspector in the~~*Certified Fire* ~~Prevention Bureau of the~~*Inspector with Schertz Fire* ~~Department.~~*. Texas Transportation Code 545.302 will apply to this section.*

503.9 Removal of Vehicle by Property Owner. Except for an authorized emergency vehicle, the owner of private property, or their agent, may have any motor vehicle that is parked in a legally designated fire lane removed and stored at either their own expense or that of the vehicle operator.

The owner of the premises, or their agent, who has a vehicle removed and stored, is not liable for damages incurred as a result of removal or storage, if the vehicle is removed by a vehicle wrecker service insured against liability for property damage incurred in towing vehicles and is stored by a storage company insured against liability for property damage incurred in the storage of vehicles.

503.10 Removal of Vehicle by Fire Chief or designee. Any vehicle parked in any designated fire lane or blocking fire hydrants may be removed at the vehicle owners' expense upon the authorization of the Fire Chief or designee under the following conditions:

1. ~~——~~ When the vehicle is in violation by parking in a fire lane, or

~~2.~~ ~~——~~2. When parked in front of a fire hydrant, or

3. When a vehicle blocks the ingress/egress of ~~a~~ business, theater, ~~night club~~nightclub, apartment complex, gymnasium, or a place of assembly, or

~~3.~~ ~~——~~4. When a vehicle's presence threatens the life safety of the public by impeding the ability of the fire apparatus and emergency medical equipment to respond to an emergency.

The Fire Chief shall cause such vehicle to be removed by the towing service operating under a contract with the city and shall further cause such vehicle to be impounded in one of the Police Department Vehicle Storage sections.

503.11 Abandonment of Fire Lane. No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close any such fire lane without the written permission of the Fire ~~Marshal.~~ Chief or designee.

Section 503.6.1.2 Gate timing is added and shall read:

503.6.1.2 Gate timing. *Gates must fully open within* ***15 seconds*** *of activation and remain in the open position until closed by operation of the electrical control device.*

Section 503.6.1.3 Failsafe position is added and shall read:

503.6.1.3 Failsafe position. *Fire department access gates shall fail safe (open) in the event of a power failure.*

Schertz Fire Final Review

Section 503.6.1.5 Access controls are added and shall read:

503.6.1.5 Access controls. Access controls shall be exterior to the gate and located for activation by the vehicle operator without leaving the vehicle. The height of the lockbox/control panel shall be 66 inches, measured from the finished grade line of the street.

Section 503.6.1.6 Additional access is added and shall read:

503.6.1.6 Additional access. If required by the Fire Chief or designee, additional "exit only" or "emergency access" gates shall be set up for fire department emergency access. Exit only gates, which are not motorized, shall be installed per the fire department's recommendations. Exit only gates shall have a minimum clearance of 20 feet clear width and be posted with a sign that states "Caution Gate Opens Out" and designated as a Fire Lane. In addition to Fire Lane markings, the markings on the pavement shall include a 5-inch yellow stripe showing the depth of the gate swing.

Section 505.1 Address Numbers is amended to read as follows:

505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be **a minimum of six inches** high with a minimum stroke width of 0.5 ~~inch~~inches (12.7 mm). **Fire Chief or designee has the authority to increase the size depending on visibility.** For buildings with individual suites, the suite numbers shall be a minimum of ~~four~~six inches high with a minimum stroke width of 0.5 ~~inch~~inches (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address numbers shall be maintained. **Numbers on the building SHALL be located at the Top Right of the Building.** *Residential address* will remain 4 inches high with a minimum stroke width of 0.5 inches (12.7 mm).

———SECTION 505 PREMISES IDENTIFICATION is amended to add sections 505.3, 505.3.1 and 505.4 as follows:

***505.3 Multi-Building Complexes**. Office, industrial and apartment complexes shall be identified by name and number on a display board at the main ~~entry~~entrance roadway.*

***505.3.1 Multi-Address Complexes**. Office and industrial complexes with multiple addresses contained within shall post all addresses so that they are visible from main entry or roadway.*

***505.~~5~~4 Tenant identification**.- Each occupied tenant space provided with a secondary exit to the exterior or exit corridor shall be provided with tenant identification by business name and address. Letters and numbers shall be posted on the corridor side of the door, be plainly legible and shall contrast with their background.*

~~**Exception:** Tenant identification is not~~Section 506.1 Where required, shall read:

Sample Fire Final Review

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for ~~anchor stores~~lifesaving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be a Knox ® rapid entry system capable of holding the number of keys necessary for operation and access of necessary equipment, doors, and other areas necessary for access as determined and approved by the fire code official. The Knox ® rapid entry system shall be keyed to system code registered for the City.

~~———~~Section 506.1.1 Locks shall read:

506.1.1 Locks. Any lock required by the fire code official for access, or where a lock is placed per request of the owner or manager of the business or property, and the area locked is determined by the fire code official to require access; the lock shall be a Knox ® rapid entry system keyed to the system code registered by the City.

SECTION 506 KEY BOXES~~,~~ is amended to add Sections 506.~~*2.1*~~3 Key Box ~~***Access and Removal of Keys** and*~~ Requirement.

506.3 Key Box ~~***Location and Contents** as follows:*~~**Requirement.** The City of Schertz uses Knox Box. To access a box, go to www.knoxbox.com. Select the City of Schertz and then select from the list. Knox Caps are also required for the Fire Department Connection.

~~**506.2.1 Key Box Access and Removal of Keys**. The Fire Department shall have the only key to the key box. Removal of any key by other than the authorized Fire Department personnel shall be a violation of this Code.~~

~~**506.3 Key Box Location and Contents**. Required key boxes shall be located as follows and as approved by the Fire Marshal:~~

~~1. Between eight feet and 10 feet to the side of the main entrance level to the building and near fire riser room, or as approved by the Fire Marshal.~~

~~The key box shall contain designated keys essential to emergency operations including, but not limited to, the following:~~

~~1. Elevator keys capable of accessing all floors in the building~~
~~2. Stairway keys~~
~~3. Fire control station keys~~
~~4. Alarm System keys~~

~~———~~Section 507.~~*3 Fire flow*~~,1 ~~is amended to read as follows and Section 507.3.1 Fire Flow for Rural Isolated Areas is added to read as follows:~~

~~**507.3 Fire flow**. Fire Flow requirements for buildings or portions of buildings and facilities shall be as per Appendix B of the International Fire Code or other approved method as determined by the Fire~~ Marshal. ~~When utilizing Table C105.1 to determine number and distribution of fire hydrants, and the flow requirement falls between the values on the table, the flow requirement shall be rounded up to meet the higher value.~~

Schertz Fire Final Review

~~*Section 507.4*~~ Water supply test is amended to read as follows:

507.~~4 Water~~1 Required water supply ~~test~~. Adequacy of the water supply shall be determined by an approved flow test that is conducted on the fire hydrants nearest the project site unless otherwise approved by the Fire Code Official. The flow test shall be as follows:

1. The flow test shall have been conducted no more than 12 months prior to the date of construction document submittal to the City of Schertz.

2. The flow test shall be conducted in accordance with the ~~2010~~current edition of NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, and any other applicable local, state, or national standards and/or requirements.

3. The flow test results shall be submitted with the construction documents.

4. If the water supply piping is not yet constructed, hydraulic calculations for the proposed piping design shall be submitted. The calculations shall be based on the flow test conducted on the fire hydrants nearest the project site and shall verify that the piping design provides the minimum ~~require~~required fire flow at no less than 25 psi residual. Upon completion of construction and prior to final certificate of occupancy, a flow test shall be conducted to verify the results of the calculations.

Section 507.3 Fire flow is amended to read as follows and Section 507.3.1 Fire Flow for Rural Isolated Areas is added to read as follows:

507.3 Fire flow. Fire Flow requirements for buildings or portions of buildings and facilities shall be as per Appendix B of the International Fire Code or other approved method as determined by the Fire Chief or designee. When utilizing Table C102.1 to determine the number and distribution of fire hydrants, and the flow requirement falls between the values on the table, the flow requirement shall be rounded up to meet the higher value.[TP1]

Section 507.5 Fire Hydrant is amended to add the following:

507.5.1 Where Required amended to add the following

Hydrant location must following rules:

1. Hydrant spacing along a water main should not exceed five hundred (500') feet in single-family residential areas or three hundred (300') feet in any non-residential, multifamily dwelling, or heavily congested residential area.

2.Fire Hydrant branch lines shall connect to an 8-inch water main and in no case be longer than one hundred (100') feet.

3. Any new fire hydrant is required to have a hydrant locator type II blue reflector installed in the roadway or fire lane, perpendicular to the hydrant, two feet off centerline. Any new Fire Hydrants must comply with City of Schertz Public Works Guide.

Schertz - Final Review

Section 507.5.3 Private fire service mains and water tanks ~~is~~are amended by adding Section 507.5.3.1 Private fire service main as follows:

507.5.3.1 Private Fire Service Main~~.~~ and water tanks. Private fire mains as used in this Code are the pipe and its appurtenances on private property between Schertz, other public water ~~systems~~systems, or other sources of water and the base elbow of private fire hydrants or the rise for automatic sprinkler or standpipe systems. When connected to a public water system, the private fire main begins at a point designated by the public water utility. When connected to a gravity tank or pressure tank, the private fire main begins at the inlet side of the tank check valve.

~~***Section*** 507.5.***5 Clear spaces around hydrants*** *is amended to read as follows:*~~

~~**507.5.5 Clear space around hydrants.** A~~ 3~~ foot (914 mm) clear space.~~1.2 Private fire lines shall ~~be maintained around~~meet the ~~circumference of fire hydrants, except as otherwise required or approved. The clear space around hydrant~~City's specifications for pipe material and ~~the access to the hydrant will be no more than eight percent slope.~~ trench backfill. See Public Works Design Guide.

~~———~~1. A Double Check Detector Assembly (DCDA) backflow device will be provided on private fire lines within 100 feet of the City's water main.

2. The DCDA may be installed in a vault if proper consideration is given for drainage and clearance to vault walls for access and repair in accordance with manufacturer's specifications.

Section 507.5 Fire Hydrant Systems is amended by adding Sections 507.5.7 Design Criteria for Water Mains and 507.5.8 Fire Hydrant Installation Criteria as follows:

507.5.7 Design Criteria for Water Mains.

1. ~~———~~ Where the fire service mains are used to supply required fire hydrants, the mains shall be sized to flow the required fire flow as determined by Section 507.3.

2. ~~———~~ Where the fire service mains are used to supply required fire hydrants plus fire sprinkler and/or fire standpipe systems, the mains shall be sized to flow the larger of the fire hydrant flow demand as determined by Section 507.3, the fire sprinkler demand as determined by Section 903.3 or the fire standpipe demand as determined by Section 905.2.

3. ~~———~~ The required number of fire hydrants for the fire flow determined by Section 507.3 shall be specified in Appendix C, Table C105.1.

4. ~~———~~ When sizing the fire service main, the distribution of the fire flow among the required fire hydrants (as determined by item no. 1 or 2 above) shall be as determined by the Fire ~~Marshal~~Chief or designee, but in most cases shall have no less than 1,000 ~~gpm~~GPM at the hydraulically remote fire hydrant with the remaining fire flow equally distributed among the remaining required fire hydrants.

5.~~———~~ Main Size:

Schertz Fire Marshal's Office Review

5.1 Minimum diameter for public water mains shall be six inches in single-family residential areas and eight inches in all other areas. Larger mains may be required to accommodate fire flow requirements.

5.2 Private fire mains shall be hydraulically calculated.

6. Water pressure in private fire mains shall not be less than thirty-five pounds per square inch (35 psi) with no hydrants in use. When hydrants are in use supplying the required fire flow, water pressure in the main at the fire hydrant discharge level shall be not less than 25 pounds per square inch (25 psi) residual.

7. Except for specific requirements of this code, all hydrants and mains required for private protection shall be designed, constructed, and operated in conformance with the local water purveyor's criteria, specifications and regulations for public fire hydrants and mains on public streets and NFPA 24.[TP2]

~~***Section 510.5.3 Acceptance test procedure*** is amended to read as follows:~~

510.5.3 Acceptance Test Procedures. ~~When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to ensure that two-way coverage on each floor of the building is a minimum of 90 percent. Testing will be accomplished by a licensed third-party contractor. The test procedure shall be conducted as follows:~~

~~1. Each floor of the building shall be divided into a grid of 20 approximately equal test areas.~~

~~2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the agency's radio communications system.~~

~~3. Failure of a maximum of two nonadjacent test areas shall not result in failure of the test.~~

~~4. In the event that three of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of a maximum of four nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 90 percent coverage requirement.~~

~~5. A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire test area. Failure in the selected test location shall be considered failure of that test area. Additional test locations shall not be permitted.~~

~~6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.~~

~~7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the signal booster. This test shall be conducted at time of installation and subsequent annual inspections.~~

Submit Fire Final Review

Section 510 Emergency Responder Radio Coverage is amended to add sections 510.7 ~~***Five Year Test***~~ and ~~***510.8***~~ Qualifications of texting personnel as follows:

> ~~**510.7 Five Year Test**. In addition to the annual test, the building owner shall perform a radio coverage test a minimum of once every five years to ensure that the radio system continues to meet the requirements of the original acceptance. The procedure set forth above shall apply to such tests.~~

~~**510.8**~~**510.7 Qualifications of testing personnel**. All tests shall be conducted, documented, and signed by a person in possession of a current FCC general radiotelephone operator license. All test records shall be retained at the inspected premise by the building owner and a copy submitted to the Schertz ~~-~~Fire ~~Rescue~~ within 30 days of when the test has been conducted. In the event the test shall fail to comply with the minimum requirements of the City, appropriate repairs shall be made, and additional tests conducted until tests meet the minimum requirements of the City. Proof of current license shall be submitted along with third~~-~~-party testing.

~~***Section 901.6 Inspection, testing and maintenance** is amended by adding **Section 901.6.3 Maintenance Agreement** as follows:~~

> ~~**901.6.3 Maintenance Agreement**. A maintenance agreement, as defined by Section 202, with a licensed fire protection company shall be provided to the Fire Marshal for each fire protection system at all times. Proof of a maintenance agreement shall be provided during any system acceptance test. Agreements for testing and inspection only as defined by Section 202 shall not be credited with having met this requirement.~~

~~A fire watch will be performed at all times that a system is taken out of service. Except for emergencies, the fire code official shall be given 72 hours notice before a system is voluntarily taken out of service. When, at the discretion of the Fire Chief or his designee, there is a life safety issue, uniformed employees of the Schertz Fire Department or other fire watch personnel as approved by the Fire Chief or his designee shall perform a fire watch. Fire watch personnel shall be provided with at least one approved means for notification to the fire department dispatch and their sole duty shall be to perform constant patrols and watch for safety hazards and occurrences of fire. The cost of the fire watch shall be at the current overtime rate for fire inspections and shall be the sole responsibility of the owner/contractor to pay.~~

Chapter 7
Fire and Smoke Protection Features

Section 703.2 identification of protected openings is added and shall read:

703.2 Identification of protected openings. Walls and partitions required to have protected openings (firewalls, fire barriers, fire partitions, smoke barriers, and smoke partitions) shall be permanently identified with signs or stenciling. Such identification shall be above any ceiling or other concealed space. Markings shall be red, in color, with at least four (4) inch letters with one half (½) inch stroke width and shall be spaced so that no more than ten (10) feet is visible without a marking. Markings shall include the phrase, "Fire Barrier, Protect All Openings."

Chapter 9
Fire Protection and Life Systems

Schertz Fire Final Review

~~The fire watch fee shall be paid to the City of Schertz within 30 days before final approval is granted on system work.~~

~~***Section 903.1 General** is amended by adding **Section 903.1.3 High Volume Low Speed Fans in new and existing buildings** as follows:*~~

~~**903.1.2 High Volume Low Speed Fans in new and existing buildings**. The use of High Volume Low Speed (HVLS) or High Volume Low Velocity (HVLV) fans in fire sprinklered areas of new and existing buildings shall only be permitted as follows:~~

1. ~~HVLS fans are permitted in rack storage and palletized storage arrangements up to twenty (20) feet in height in buildings with thirty (30) feet or less ceiling clearance, when Early Suppression Fast Response (ESFR) sprinklers are used to protect the storage array.~~
2. ~~HVLS fans are permitted in light hazard and ordinary hazard occupancies as defined in NFPA 13, *Standard for the Installation of Sprinkler Systems*.~~
3. ~~HVLS fans are not permitted in in sprinklered areas with palletized storage greater than twelve (12) feet in height protected by control mode sprinklers.~~
4. ~~IN all cases, HVLS fans are required to be designed and installed to shut down automatically on any fire alarm signal. This includes automatic shut down upon sprinkler system waterflow alarm or any manual or automatic fire alarm detection device provided in the space.~~
5. ~~In all cases, the clearance between the HVLS fans and the ceiling sprinklers and the top of storage shall be in compliance with the obstruction and clearance rules of NFPA 13.~~

~~**Exception:** When a technical opinion and report is provided in accordance with Section 104.7.2, the Fire Marshal or his designee shall analyze the opinion and report and may approved the use of HVLS or HVLV fans in additional areas when it is determined that the effectiveness of the fire sprinkler system is not compromised.~~

~~***Section 903.2 Where Required*** is amended to read as follows:~~

1. An automatic sprinkler system shall be installed throughout all levels of any new Group A (Assembly), B (Business), E (Educational), F (Factory), H (Hazardous), I (Institutional), M (Mercantile), and S (Storage) occupancies of more than 10,000 square feet or where ~~more than two stories in height or where~~ the combined floor area on all floors, including mezzanines exceeds 10,000 square feet, and throughout all R-3 (Residential) occupancies of more than 5,000 square feet or more than two stories in height. The calculated area shall include all occupied space and exclude garage if separated from the resident and its attic space, by one-hour firewall (according to International Building Code-~~2012 ED. - Table 719.1 (2))~~2018 ED.) and also exclude any detached building.

~~2. Such systems shall be in compliance with International Building and Fire Codes and installed in accordance with the most current edition of NFPA 13, NFPA 13D or NFPA 13R, as applicable. If this ordinance is in conflict with the above listed codes then the more restrictive shall prevail.~~

~~3. The requirements of this section shall apply to existing buildings as follows:~~

~~Existing buildings (Except~~

Schertz Fire Final Review

A. **903.2.8.1A Group R-3**) exceeding 10,000 square feet. Existing buildings, other than Group R-3, with useable floor space exceeding 10,000 square feet, are exempt from automatic sprinkler requirements until such time as:

B. Any addition, renovation, remodeling, or other action results in any increase in useable floor space; or

C. Any renovation or remodeling project involves 25% or more of the building; or

D. Any change in Occupancy Group.

E. Existing buildings (Except Group R-3) 10,000 square feet or less. Existing buildings, other than Group R-3, with useable floor space of 10,000 square feet or less, are exempt from automatic sprinkler system requirements until such time as:

F. The building is modified to increase useable floor space to more than 10,000 square feet; or

G. The occupancy group changes to Group R-3 and useable floor space exceeds 5,000 square feet.

H. Existing Group R-3 buildings exceeding 5,000 square feet. Existing Group R-3 buildings with useable floor space exceeding 5,000 square feet are exempt from automatic sprinkler requirements until such time as:

I. Any addition, renovation, remodeling, or other action results in any increase in useable floor space; or

J. Any renovation or remodeling project involves 25% or more of the building; or

K. The occupancy group changes to other than Group R and useable floor space exceeds 10,000 square feet.

L. Existing Group R-3 buildings 5,000 square feet or less. Existing Group R-3 buildings with useable floor space of 5,000 square feet or less, are exempt from automatic sprinkler system requirements until such time as the building is modified to increase useable floor space to more than 5,000 square feet.

Section 903.2.1 Group A *is hereby amended by adding the following exception:*

Exception: A one-story detached open pavilion consisting of only a roof and supporting columns that meets all of the following criteria shall not require fire sprinklers.

1. The detached open pavilion is a Group A2, Group A3, or Group A4 Occupancy.

2. The detached open pavilion shall be less than 10,000 ft² in area.

3. The detached open pavilion shall be separated from adjacent structures by minimum of 30 feet.

4. The detached open pavilion is open on at least three sides and open a minimum of 50% of the perimeter of the area covered. In order to be considered "open" for the purpose of this exception, an open side shall be at least 50% open with the open area uniformly distributed to prevent the accumulation of smoke and toxic gases.

5. The detached open pavilion shall have a minimum of 300% of the total number of required exits and a minimum of 300% of total exit minimum width or required capacity based upon the occupant load of the pavilion.

Schertz Fire Final Review

Section 903.2.1.3 Group A-3 *is hereby amended by adding a condition to read as follows:*

903.2.1.3 Group A-3. (Single Family Residential) An automatic sprinkler system shall be provided for fire areas containing Group A-3in occupancies and intervening floors of the building where one of the following conditions exists: of more than 5,000 square feet or more than two stories in height. The calculated area shall include all occupied space and exclude garage if separated from the resident and its attic space, by one-hour firewall and also exclude any detached building.

1. The fire area exceeds 10,000 square feet (1115 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. Any Group A-3 occupancy that serves alcohol shall comply with the fire sprinkler requirements for Group A-2 Occupancies in section 903.2.1.2.

Section 903.***3.7 Fire Department Connections*** is amended to 4 shall read as follows: :

The location of fire department connections shall be in accordance with Section 912.2, as amended.

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS *is amended by adding a new exception to* ***Section 903.4 Sprinkler system supervision and alarms*** *and a new* ***Section 903.7 Separation from Non-Sprinklered Areas*** *as follows:*

Exception: Valves located outside buildings or in a vault that are sealed or locked in the open position.

903.7 Separation from Non-Sprinklered Areas. Unless otherwise exempted by the 2012 International Building Code (IBC) or 2012 International Fire Code (IFC) or required to be of a higher fire resistive construction by the IBC or IFC, a minimum of one hour fire barrier constructed in accordance with the 2012 International Building Code shall be between

903.4 Sprinkler system supervision and alarms. Valves con- trolling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and waterflow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit. With the installation of this fire alarm control unit, section 907.5 will comply for occupancy notification upon activation of the waterflow switch or another initiation device.

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, where approved by the fire code official, shall sound an audible signal at a constantly attended location.

Section 903.4.2 shall read:

903.4.2 Alarms. An approved audible device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler

Sheriff's Fire Final Review

waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Approved device will be an **Auto/Visual horn** with a **different tone that is inside the building**.

Section 905.3.9 Building Area is amended to read as follows:

905.3.9 Standpipes. In buildings exceeding ten thousand (10,000) square feet in area per story, Class I automatic wet or wet standpipes shall be provided where any portion of the ~~building's~~ building's interior area is more than two hundred feet (~~200'~~200') of travel, vertically and horizontally, from the nearest point of fire department vehicle access.

Exception: Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.

~~***Section 906.2 General requirements** is amended by adding **Section 906.2.2 Travel distance** as follows:*~~

~~**906.2.2 Travel distance**. Travel distance is calculated from a point in the occupancy to the location of fire extinguisher located on the same floor level in accordance with the maximum distances listed in **Table 906.3(1)** or **Table 906.3(2).**~~

~~Travel distance is calculated per floor when determining travel distance to a fire extinguisher in multi-story buildings.~~

SECTION 906 PORTABLE FIRE EXTINGUISHERS is amended by adding Section 906.5.1 Conspicuous Locations in Group R occupancies as follows:

906.5.1 Conspicuous Locations in Group R occupancies. In addition to other areas listed herein or in NFPA10, fire extinguishers in R occupancies may also be placed in any of the following ~~location~~locations to satisfy the requirements:

1. On a wall in the unit; or
2. Inside a closet or pantry ~~as long as~~if the door has a label indicating that there is a fire extinguisher inside; or
3. Inside a mechanical closet ~~as long as~~if the door has a label indicating that there is a fire extinguisher insider; or
4. Inside storage closets ~~as long as~~if the door has a label indicating that there is a fire extinguisher insider and there is no locking device on the door that requires a key or combination to open it.

Section 907.1 ~~***General** is*~~ amended ~~*by adding **Section 907.1.4 Testing***~~ to add requirement of Fire Alarm ~~***Systems** as follows:*~~

Sonoma Fire Final Review

Section 907.1.4 Testing of Fire Alarm Systems. The following are required atpanel SHALL describe the time of fire alarm acceptance testing unless approved by location of the Fire Marshal or his/her designee:

1. The written statement required by NFPA 72, section 4.5.1.2
2. A copy of the Record of Completion as required by NFPA 72, section 4.5.2.1
3. A copy of the Texas Department of Insurance Fire Alarm Installation Certificate
4. Approved plans bearing the original stamp and signature of the fire alarm plan reviewer
5. Original permit is on site.
6. Proof of current licensing of the technician performing the tests.
7. Written approvals from the AHJ if partial installation inspections are requested by the contractor or technician.
8. Site specific software for software based systems.
9. Written sequence of operation.
10. All testing equipment necessary to conduct the test (i.e. decibel meter, flashlight, intelligibility meter, etc)

Section 907(IFC 2012) Fire alarm and detection Systems *is amended by adding an exception to* ***Section 907.2.3 (IFC 2012) Group E, (Educational).***

Exception: Group E occupancies housed in one room with an occupant load of less than 50.

Section 907.2.8.2 Automatic smoke detection system *is hereby amended to read as follows:*

907.2.8.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5 shall be installed throughout all interior corridors serving sleeping units. The automatic smoke detection system requirement is metactivation. **Addressable panels only** by the installation of smoke or beam detectors whenever possible. If environmental conditions do not allow the installation of smoke detectors, fire alarm heat detectors may be used on a limited basis when approved by the fire code official. **allowed within the City of Schertz.**

Exception: An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress door opening directly to an exit or to an exterior exit access that leads directly to an exit.

Section 907.2.9.1 Manual Fire Alarm System *is hereby amended to repeal exception 2.*

Section 907.2 Where required – new buildings and structures *is amended by adding* ***Section 907.2.24 High Occupant Load*** *as follows:*

907.2.24 High Occupant Load. In addition to the requirements listed in other sections of this Code, any occupancy having an occupant load of 1000 or more shall be provided with a manual fire alarm system.

Schertz Fire Final Review

Exception: Open Parking Garages

Section 907.3.5 Fire Alarm Systems - Emergency Control is hereby added to read as follows:

907.3.5 Fire Alarm Systems - Emergency Control. At a minimum, the following functions, where provided, shall be activated by the fire alarm system:

1. Elevator capture and control in accordance with ASME/ANSI A17.1b, Safety Code for Elevators and Escalators.

2. Release of automatic door closures and hold open devices.

3. Stairwell and/or elevator shaft pressurization.

4. Smoke management and/or smoke control systems.

5. Initiation of automatic fire extinguishing equipment.

6. Emergency lighting control.

7. Unlocking of doors.

8. Emergency shutoff of gas and fuel supplies that may be hazardous provided the continuation of service is not essential to the preservation of life.

9. Emergency shutoff of audio systems for sound reinforcement or entertainment (i.e., music systems, systems for announcement and broadcast which are separate from public address systems) provided that such systems are not used to issue emergency instructions.

10. Emergency shutoff of systems used for the creation of displays or special effects (i.e., lighting effects, laser light shows, projection equipment)

11. HVLS Shut down

Section 907.4.2.1 Location is amended to add an exception:

907.4.2.1 Location. Manual fire alarm boxes shall be located not more than 5 feet (1524 mm) from the entrance to each exit. Additional manual fire alarm boxes shall be located so that travel distance to the nearest box does not exceed 200 feet (60 960 mm).Just add the exception along with verbal within the IFC.

Exception: Where construction of the building prohibits the proper installation of a manual fire alarm box (e.g., glass walls, interior brick or rock walls), a manual fire alarm box shall be allowed to be located in the normal path of egress, where approved by the Fire MarshalChief or his/her designee.

***Section 907.5.1 Presignal feature**, is amended to read as follows:*

907.5.1 Presignal features and positive alarm sequences. A Presignal feature or Positive Alarm Sequence as defined in NFPA 72 shall not be installed unless approved by the fire code official and

Schertz Fire Final Review

the fire department. Request to use a Presignal feature or a Positive Alarm Sequence must be submitted in writing to the Fire Marshal and approval granted before installation. Where a Presignal feature or Positive Alarm Sequence is provided, a signal shall be annunciated at a constantly attended location approved by the fire department, in order that occupant notification can be activated in the event of fire or other emergency. When approved by the fire code official, the Presignal feature or Positive Alarm Sequence shall be implemented in accordance with the requirements of NFPA 72.

Section 907.5.2.1 Audible alarms *is amended by adding* ***Sections 907.5.2.1.3 Testing of Audible Alarms in occupancies other than group R*** *and* ***907.5.2.1.4 Testing of Audible Alarms in Group R occupancies*** *as follows:*

907.5.2.1.3 Testing of Audible Alarms in occupancies other than group R. Audibility levels for all occupancies other than Group R shall be in accordance with the public mode requirements of NFPA 72, and shall be tested utilizing the following criteria:

1. A UL listed sound pressure level meter, which has been calibrated within the last calendar year, and supplied by the fire alarm system installing contractor, shall be utilized to obtain readings. The audiometer will be held five feet above floor, pointed in the direction of the audible device.
2. All doors within the occupancy, including bathroom doors and balconies, shall be in the closed position.
3. Levels shall be taken in the most remote areas of the occupancy first, including bathrooms and balconies.
4. Initial readings to confirm the average ambient sound level in each area shall be taken.
5. The fire alarm system shall be activated and readings in the tested areas shall be retaken and compared with the requirements.

907.5.2.1.4 Testing of Audible Alarms in Group R occupancies. Audibility levels for all Group R occupancies shall be in accordance with the requirements of Section 907.5.2.1.1, and shall be tested utilizing the following criteria:

1. A UL listed audiometer sound pressure level meter, which has been calibrated within the last calendar year, and supplied by the fire alarm system installing contractor, shall be utilized to obtain readings. The audiometer will be held five feet above floor, pointed in the direction of the audible device.
2. All doors within the occupancy, including the bathroom and balcony doors shall be in the closed position.
3. Ambient sound level shall be established with the television set at 50 percent of maximum volume, showers running, bathroom exhaust systems running, and air conditioning units running.
4. Levels shall be taken in the most remote area of the dwelling or sleeping unit first, including bathrooms and balconies.
5. Initial readings to confirm the ambient sound level in each area shall be taken.
6. The fire alarm system shall be activated and readings in the tested areas shall be retaken and compared with the requirements.

907.5 Occupant notification systems. Delete the exception.

Schertz Fire Final Review

907.5 Occupant notification systems. A fire alarm system shall annunciate at the fire alarm control unit and shall initiate occupant notification upon activation, in accordance with Sections 907.5.1 through 907.5.2.3.3. Where a fire alarm system is required by another section of this code, it shall be activated by:

1. Automatic fire detectors.

2. Automatic sprinkler system waterflow devices.

3. Manual fire alarm boxes.

4. Automatic fire-extinguishing systems.

Section 912.~~*3.1 Locking*~~2 Location add to section 912.2: Fire Department Connection ~~*Caps is amended to read as follows:*~~

~~***SECTION 912 FIRE DEPARTMENT CONNECTIONS** is amended by adding **Section*** **912.2 *Fire Department Connections & Section 912.7 Fire Department Connections** as follows:~~

> ~~**Section 912.2 (IFC 2012) Fire Department Connections**. "With respect to hydrants, driveways, buildings and landscape, fire department connections shall be so located that fire apparatus and hose connections to supply the system will not obstruct access to the building for other fire apparatus. Fire department connections shall be located not more than 120 feet and no closer than 30 feet from the nearest fire hydrant connected to an approved water supply and shall be approved by the fire marshal."~~

~~**912.7 Fire Department Connections..3 Location**~~: Sprinkler system and standpipe fire department ~~hose~~ connections shall be ~~as follows:~~:

1. ~~—~~ Within forty (40) feet of a public street, approved fire lane, or access roadway~~;~~.

2. ~~—~~ Within one hundred (120) feet of an approved fire hydrant as measured ~~per hose lay criteria in Section 507.5.1.2. except for R-2 Apartments in which the fire department connection shall be within 500 feet of an~~and approved ~~fire hydrant measured per hose lay criteria in Section 507.5.1.2;~~by the Fire code official.

3. ~~—~~ Minimum of two (2) feet above finished grade and a maximum of four (4) feet above finished grade for standard inlets and minimum of 30 inches at lowest point above finished grade and maximum of four (4) feet above finished grade for the ~~five inch "Stortz"~~fire (5) inlet;

4. ~~—~~ The Fire ~~Code Official~~code official shall approve the location of any freestanding fire department connections. ~~Freestanding FDCs must be physically protected against impact per the requirements of Section 312 or other *approved* means.~~

5. ~~—~~ Where provided, the five~~–~~inch "~~Stortz~~Storz" inlet shall be installed at a 30~~--~~degree angle pointing down~~;~~.

6. ~~—~~ Fire department connections for H occupancies will be freestanding remote and located as determined by the Fire Code Official~~; and.~~

Schertz Fire Final Review

7. Where required in automatic or manual fire sprinkler or standpipe systems, fire department connections shall be provided with

8. Fire department connection(s) shall be located on the main entrance side of the building and within 100 feet of a fire hydrant.

912.2.4 Fire Department Connection. "With respect to hydrants, driveways, buildings and landscape, fire department connections shall be so located that fire apparatus and hose connections to supply the system will not obstruct access to the building for other fire apparatus. Fire department connections shall be located not more than 120 feet and no closer than 30 feet from the nearest fire hydrant connection to an approved water supply and shall be approved by the Fire Chief or designee."

Section 912.5 Signs add to section:

912.5 Signs. An additional metal sign with dimensions ten (10) inches wide and eight (8) inches in height shall be posted not more than 72 and not less than 48 inches from the bottom of the sign to grade level and within 6 feet of the fire department connection. This additional sign shall have a white reflective background and have the letters "FDC" in red reflective material and be permanently affixed to a wall or post. The letters shall be at least 4 inches in height and a ½ inch stroke width.

Chapter 10
Means of Egress

SECTION 1003 GENERAL MEANS OF EGRESS is amended by adding Section [B]1003.8 Special Provisions as follows:

[B]**1003.8 Special Provisions**. Rooms in E occupancies used for kindergarten or daycare, children five or under, classified as an E occupancy shall not be located above or below the first story.

Exceptions: 1. Basements or stories are having floor levels located within four feet, measured vertically, from the adjacent ground level at the level of exit discharge, provided.

~~1. Basements or stories having floor levels located within four feet, measured vertically, from adjacent ground level at the level of exit discharge, provided~~

~~***Section [B] 1006.3 Emergency power for illumination** is amended by adding **Section 1006.3.***~~Section 1008.2 Illumination in Group E ~~*as follows*~~is added, and shall read:

~~**1006.3.2 Illumination in Group E.** Group E occupancies shall have emergency lighting in interior stairs, corridors, window-less areas with student occupancy, shops, and laboratories.~~

~~***Section 1008.1.9.4 Bolt Locks*** is amended by removing exceptions 3, 4, and 5 to read as follows:~~

~~**1008.1.9.4 Bolt Locks.** Manually operated flush bolts or surface bolts are not permitted.~~

~~Exceptions:~~

Schertz Fire Final Review

1. On doors not required for egress in individual dwelling units or sleeping units.

2. Where a pair of doors serves a storage or equipment room, manually operated edge or surface-mounted bolts are permitted on the inactive leaf.

Section 1103.2 Emergency responder radio coverage in existing buildings *is amended to read as follows:*

1103.2 Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building, shall be equipped with such coverage according to one of the following:

1. Emergency responder radio coverage as required in section 510 of this code is installed within a time frame established by the adopting authority.
2. An approved alternative method of emergency responder communication within the building is provided within a time frame established by the adopting authority.

Section 1103.8.2 Interconnection *is amended by altering the two exceptions as follows:*

1103.8.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing alterations.
2. Smoke alarms in existing areas are not required to be interconnected where alterations do not result in the removal of interior wall or ceiling finishes exposes the structure.

Section 1103.8.3 Power source *is amended by adding one new exception as follows:*

1103.8.3 Power source. Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception:

1. In all R-2 occupancies, smoke alarms are permitted to be solely battery operated if added to comply with 1103.8.

SECTION 2301 GENERAL *is amended by adding* ***Section 2301.7 Portable Service Stations*** *as follows:*

2301.7 Portable Service Stations.

1. No person shall own, operate or maintain a tank used for the storage of flammable liquids maintained on skids or a similar type stand which is designed or intended to be used for dispensing flammable liquids into the fuel tanks of motor vehicles owned by the public.

Scheer Fire Final Review

2. The foregoing provisions of this article are intended to prohibit the use of so-called portable service station or similar units constructed to dispense flammable liquids to the motoring public and designed so that the unit can be easily picked up and moved.

1008.2 Illumination required[TP3]. The means of egress serving a room or space shall be illuminated at all times that the room or space is occupied. Public restrooms equipped for handicap use shall have a minimum of one emergency fixture to provide one foot-candle of illumination throughout the restroom to the point of discharge into the exit pathway. School classrooms shall have one emergency light at or near the primary or secondary exit door(s) that shall illuminate the egress door from the classroom side of the exit.

1010.1.9.5 Bolt locks. Delete exceptions; #3, #4, and #5.

Chapter 11
Construction Requirements For Existing Buildings

1103.5.1 Group A-2. Where alcoholic beverages are consumed in a Group A-2 occupancy having an occupant load of 300 or more, the fire area containing the Group A-2 occupancy shall be equipped with an automatic sprinkler system in accordance with Section 903.3.1.1. Amended by adding 3 years to complete compliance from date of fire code being in passed.

Chapter 23
Motor Fuel-Dispensing Facilities and Repair Garages

Section 2303.2 ***Emergency disconnect switches*** *is hereby amended as follows:*

2303.2 Emergency disconnect switches. An approved, clearly identified and readily accessible emergency disconnect switch shall be provided at an *approved* location to stop the transfer of fuel to the fuel dispensers in the event of a fuel spill or other emergency. An emergency disconnect switch for exterior fuel dispensers shall be located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from, the fuel dispensers. For interior fuel-dispensing operations, the emergency disconnect switch shall be installed at an *approved* location. Such devices shall be distinctly *labeled* as; EMERGENCY FUEL SHUTOFF. Signs shall be provided in *approved* locations and be a minimum of 18 inches high and 24 inches wide.

Section 2303.2.1.2 Additional Emergency disconnect switches for attended self-service, is hereby added as follows:

2303.2.12 Additional emergency disconnect for attended self-service. *Attended facilities shall have an additional emergency disconnect switch located inside the building for* attendance*attendant use at a location approved by the fire code official.*

Section 2306.2.1.1 Inventory Control for underground tanks *is amended to read as follows:*

2306.2.1.1 Inventory Control for underground tanks.

Accurate daily (normal working days only) inventory records shall be maintained and reconciled on all Class I, II or III-A liquid storage tanks for indication of possible leakage from tanks or piping. The records shall be made available for inspection by the Fire Marshal, and shall include, as a minimum, records showing by product: daily reconciliation between sales, use, receipts, and inventory on hand. If there is more than one system consisting of a tank(s), serving pump(s), or dispenser(s) for any product, the reconciliation shall be made separately for each tank system.

Sheriff's Final Review

1. Daily inventory shall be maintained for each tank system at each location by the operator. The inventory records shall be kept for a minimum of the past 12 months at the premises.

2. Inventory shall be based on the actual daily measurement and recording of tank product and water levels and the daily recording of actual sales, use and receipts. Daily measurements shall be made by gauge, gauge stick or by readout from an automated gauging system. The inventory records shall include a daily compilation of gain or loss. The mere recording of pump meter reading and product delivery receipts shall not constitute adequate inventory records.

3. The operator of the location shall be held responsible for notifying the owner or person(s) in control of the facility to take action to correct any abnormal loss or gain not explainable by spillage, temperature variations or both causes.

4. The Fire Marshal may require the operator of an underground tank storage system to test the system for tightness, at the operator's expense, when accurate daily inventory records have not been maintained as required or when in his judgment conditions indicate possible leakage of product from the location of such tanks.

5. The Fire Marshal may require copies of Class I, II and III A liquid storage tank inventories, deliveries or receipt of product sales and dip gauge stick readings or other control measures in addition to copies of any tank tightness or line leakage test results from the station operator, agent, or terminal management.

6. When a service station tank is found to be leaking, its contents shall be removed immediately. If any investigations or tests indicate the source of such loss, the owner shall take immediate action to correct the system failure and remove dangerous spillage from the environment.

7. The Fire Marshal may order the closure of a Service Station by barricading if necessary and the emptying of contents from storage tanks should the operator of a service station be unwilling to cooperate with the Fire Department during the search for the source of such leakage or should the Fire Marshal determine that a hazardous condition exists that merits such action.

Section 2306.2.3 Above-ground tanks located outside, above grade, is amended by adding Sections 2306.2.3.1 Inspections, 2306.2.3.2 Required Access, and 2306.2.3.3 Fire Hydrant Access as follows:

2306.2.3.1 Inspections*. An inspection of the installation shall be conducted prior to loading the tank with fuel.*

2306.2.3.2 Required Access. *Fire apparatus access roads shall be provided for every aboveground storage tank. The aboveground storage tank shall not be more than 150 feet from fire apparatus access roads as measured by an approved route.*

2306.2.3.3 Fire Hydrant Access. A minimum of one fire hydrant shall be provided for every aboveground storage tank. The aboveground storage tank shall not be located more than 500 feet from a fire hydrant as measured by an approved route.

Chapter 33
Fire Safety During Construction and Demolition

Section 3301.3 Address numbers, ~~is~~ are added to read as follows:

Sherriz Fire Final Review

3301.3 Address numbers. Buildings under construction shall place address numbers and/or building numbers in a position that is plainly legible and visible from the street or road fronting the property with minimum ***six–inch numbers*.**

Section 3314.3 Furniture, Fixtures, and Equipment ~~is~~are hereby added as follows:

3314.3 Furniture, Fixtures, and Equipment. *In buildings where an automatic sprinkler system is required, furniture, fixtures, and equipment shall not be stored in the building until the system has been tested and approved by the fire code official and monitoring of the system is active.*

Exception: As approved by the fire code official.

~~***Chapter 52 COMBUSTIBLE FIBERS** is hereby amended by adding section 5206 Construction and Protection Requirements as follows:~~

~~**5206 Construction and Protection Requirements.**~~

~~1. Handling and storage of large quantities of waste paper, rags, or other combustible materials shall not be allowed in a building of any type in excess of 1500 square feet area unless the building is protected with an approved automatic sprinkler system.~~

~~2. Handling and storage building for waste paper, rags or other combustible materials shall not exceed one story in height unless of Type I construction and fully protected with approved automatic sprinkler system.~~

~~3. No loose waste paper, rags, trash or rubbish of any kind, or similar combustible materials shall be allowed on the premises on the outside of any building.~~

~~4. Bales, waste paper, rags, and other combustibles in baled lots shall be stored in buildings. Said buildings shall be required to have aisles when 25,000 cubic feet or more of such materials are stored. Baled materials, if stored outside of buildings, shall not be stored within 25 feet of any building. EXCEPTION: Baled materials may be stored within 25 feet of a building's outside wall when a wall sprinkler curtain is provided on the building.~~

~~***Section 5003.4.1 Material Safety Data Sheet Submittal** is added to read as follows:~~

~~**5003.4.1 Material Safety Data Sheet Submittal**. The Fire Marshal may require that information on the nature of any and all potentially hazardous material be submitted to the Fire Department on the Standard Material Safety Data Sheet provided by the U.S. Department of Labor Occupational Safety and Health Administration.~~

~~***Section 5601.1.3.1 Unlawful Possession of Fireworks, 5601.1.3.2 Instigating or Aiding a Minor to Violate the Ordinance Prohibiting Fireworks,** and **5601.1.3.3 Summons to be issued for Violation of Fireworks Ordinance** are added to read as follows:~~

~~**5601.1.3.1 Unlawful Possession of Fireworks**. It shall be unlawful for any person to have, keep, store, sell, offer for sale, give away, use, transport or manufacture fireworks or pyrotechnics of all kinds in any quantity, within the corporate limits of the City.~~

~~It shall be unlawful for any person to store or manufacture fireworks or pyrotechnics of all kinds in any quantity area extending 5000 feet beyond the City limits.~~

~~**Packaged or unopened fireworks cannot be confiscated**.~~

Schertz Fire Final Review

Exception: A state or federally licensed importer or distributor established within said 5000 foot area prior to the enactment of this section and using area for storage or for distribution to governmental agencies or federal or state licensees or permitees.

5601.1.3.3 Summons to be issued for Violation of Fireworks Ordinance. A summons or notice to appear in answer to a charge of illegal possession or use of fireworks in violation of this section specifying the location of such violation, the date and time of such violation, and the name and address of the offender, may be issued by any Police Officer, Arson Investigator, Fire Inspector or by any Firemen who has been assigned to citation duties by the Fire Chief.

Packaged or unopened fireworks cannot be confiscated.

Chapter 56
Explosives and Fireworks

Section 5601.2 Permit required is amended by adding new Section 5601.2.6 Prohibited Explosives as follows:

5601.2.63.1 Prohibited Explosives. It shall be unlawful for any person to have, keep, store, sell, offer for sale, give away, use, transport or manufacture any of the explosives listed in Section 5601.3 any quantity, within the corporate limits of the City, or to store, sell, use or offer for sale such explosives within 5000 feet beyond the City limits unless, authorized by the Fire MarshalChief.

***Section 5704.2.12.2 Testing of underground tanks** is amended to read as follows:*

5704.2.12.2 Testing of underground tanks. Before being covered or placed in use, tanks and piping connected to underground tanks shall be tested for tightness in the presence of the fire code official. Piping shall be tested in accordance with Section 5703.6.3. The system shall not be covered until it has been approved.

Each tank shall be tested for tightness hydrostatically or pneumatically at not less than three pounds per square inch or not more than five pounds per square inch for 60 minutes. Pneumatic testing shall not be used on a tank containing flammable or combustible liquids or vapors.

***Section 5704.2.12.2 Testing of underground tanks** is amended by adding **Sections 5704.2.12.2.1 Existing Tanks and Piping** and **5704.2.12.2.2 Alternate Test Method** as follows:*

5704.2.12.2.1 Existing Tanks and Piping. Existing underground storage tanks and piping shall be tested for leakage every five years at the owner's or operator's expense or when the Fire Marshal has reasonable cause to believe a leak exists. A log or record shall be kept and the log shall be made available for inspection by the Fire Marshal when requested. Notice of test shall be provided in writing to the Fire Marshal by the owner or operator.

***Appendix D FIRE APPARATUS ACCESS ROADS** is hereby amended to read as follows:*

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 14 feet.

Source Fire Final Review

———(Ord. No. 05-C-19, § 2(7-14), 5-3-2005; Ord. No. 15-C-21 , §§ 1, 2, 8-4-2015)

Appendix C
Fire Hydrant Locations and Distribution

The use of this section will apply; however, the distances will need to comply with section 507.5.1 Where required. Whichever section is more stringent.

Appendix D
Fire Apparatus Access Roads

Appendix D FIRE APPARATUS ACCESS ROADS is hereby amended by amending section D106.3 Separate Access Roads to read as follows:

D106.3 Separate Access Roads. The requirement for two separate and approved fire apparatus access roads are met with the following conditions:

1.——A minimum of two separate entrances into the complex ~~are~~is made from the street or public way.

2.——The distance between the two entrances are equal to not less than one half the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, as per ~~2012~~2018 IFC, section D104.3.

Exception: Where it is physically impossible to be one half the diagonal dimension apart, the access road will be approved if the following conditions are met:

a.——The two separate fire apparatus access road must be separated as far as physically and practically possible.

b.——The two separate entrances must be a minimum of 150 feet apart measured in a straight line between accesses.

3.—The two separate entrances ~~are allowed to~~can share a common path of travel on the complex site so long as a blockage in any one area of this path does not block access from both the primary and secondary access simultaneously. The two separate entrances can share a common path of travel on the complex site so long as a blockage in any one area of this path does not block access from both the primary and secondary access simultaneously. ~~The two separate entrances are allowed to share a common path of travel on the complex site so long as blockage in any one area of this path does not block access from both the primary and secondary access simultaneously.~~ Each of the two separate fire apparatus roads shall meet the requirements of the ~~2012~~2018 IFC, section 503, Fire Apparatus Access Roads.

~~Article VI—LIFE SAFETY CODE *is amended to read.*~~

~~**Section 30-101 Life Safety Code Adopted.**~~

Schertz Fire Final Review

NFPA 101, Life Safety Code, 2015 Edition, as amended, revised and corrected, including all future editions, revisions, amendments and corrections, published by the National Fire Protection Association (NFPA), one (1) copy of which is on file with the city secretary, is hereby adopted and incorporated by reference as the Life Safety Code of the City of Schertz subject to and including by reference such amendments as herein shall appear. NFPA 101, Life Safety Code, 2015 Edition, shall be used in conjunction with the International Fire Code, 2012 Edition.

Section 3. Any person, firm, corporation or agent who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical or plumbing system in violation of the detailed statement or drawings submitted and permitted thereunder, shall be guilty of a misdemeanor. Such persons shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of not more than five hundred dollars ($500.00) for each offense unless said violation is a violation of a regulation governing fire safety or public health and sanitation then by a fine of not more than $2,000.00 for each offense. All such violations shall be prosecuted in accordance with Section 1-8 General penalty for violations of Code of Ordinances; continuing violations of the Schertz Municipal Code of Ordinances.

Schertz Fire Final Review

Agenda No. 9.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Police Department**
Subject:	**Resolution No: 21-R-30 - Consideration and/or action approving a resolution by the City Council of the City of Schertz, Texas authorizing a Police Uniform Agreement with Nardis Inc. (C. Kelm / M. Hansen / K. Kallies)**

BACKGROUND

The Police Department purchases uniforms from several vendors throughout the budget year. The Police Department's uniform specifications are identified in the department's policy which identifies the specific uniform styles in the Blauer brand. These specifications maintain a uniformed appearance by police officers within the department. During the purchase process, bids are submitted from vendors to determine cost efficacy is maintained. An issue that has been a constant delay in obtaining needed items is the delivery. With a uniform agreement in place, vendors can maintain a small amount of in stocked items needed by Schertz Police Department that are consistent with the department's uniform policy. This agreement also outlines returns and warranty processes. A competitive sealed bid process was completed with two (2) responses being received. Upon evaluation of the responses it was determined that Nardis Inc provides the best value to the City.

GOAL

The goal in implementing a Uniform Agreement with a vendor is to ensure that the stock of the Schertz Police Department's uniform specifications are readily available and costs are maintained within the agreement.

COMMUNITY BENEFIT

To provide and replace uniforms for police officers in order to maintain the professional appearance in the community. The agreement with vendors will help ensure that costs and delivery of items are kept within the needs of the department.

SUMMARY OF RECOMMENDED ACTION

Approval of the PD Uniform Agreement will allow the Police Department to work directly with approved vendor to reduce ordering delays within the purchasing process and delivery of most common uniform specifications.

FISCAL IMPACT

Funds are budgeted and available for the purchase of new uniforms in account 256-535100. There will be no fiscal impact outside the approved budget.

RECOMMENDATION

Approve Resolution NO: 21-R-30.

Attachments

RESOLUTION NO. 21-R-30

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A UNIFORM PROVIDER AGREEMENT WITH NARDIS INC AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz identified the need to contract with a provider for Police Uniforms; and

WHEREAS, City Staff has completed a competitive procurement to identify the company with the best value on behalf of the City; and

WHEREAS, City staff of the City of Schertz (the "City") has recommended that the City enter into a Uniform Provider agreement with Nardis Inc relating to the supply of Police Uniforms; and

WHEREAS, the agreement shall become effective upon the date of final signature on the agreement and shall remain in effect through September 30, 2021, with the option to renew for five (5) additional terms of one (1) year each unless terminated as provided for in the agreement.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with Nardis Inc in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2021.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

_____ AGREEMENT

POLICE UNIFORM AGREEMENT

This Agreement dated March 29, 2021 is between Nardis Inc. (the "PROVIDER") and the City of Schertz located at 1400 Schertz Parkway in Schertz, Guadalupe County, Texas ("CITY").

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROVIDER hereby agrees to furnish to the CITY, a public service entity, police uniforms as requested. This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through September 30, 2021 with the option to renew for five (5) additional terms of one (1) year each unless terminated as provided for in this Agreement.

2. This agreement may be terminated upon thirty (30) days written notice by the CITY, without penalty or further liability.

3. Product Availability. If PROVIDER does not have the stipulated goods and services in inventory in accordance with this Police Uniform Agreement, such goods shall be made available to the CITY within five working days. If delivery is not received within five working days, the cost of the order will be reduced by ten percent (10%). If delivery is not received within fifteen working days, the cost of the order will be reduced by twenty percent (20%). This alternative, which shall be exercised by the CITY, is in addition to and/or substitution of the right of termination as indicated above.

4. CITY agrees to pay for goods and services rendered within 30 days of receipt of invoice for goods and services rendered. No goods or services shall be invoiced except for those received.

5. PROVIDER agrees to place in its inventory uniforms ("good") specifically related to those required by CITY and to supply them to CITY at the agreed upon price herein. Said goods are specifically Blauer Uniforms in the listed styles, description, quantity, size, and price, as follows:

Style #	Description	Quantity	Size	Price each
8610	Navy Short Sleeve Shirt - Standard Sizes	6	Each size 15 thru 18.5	$41.99
8600	Navy Long Sleeve Shirt - Standard Sizes	2	15x33, 15.5x33, 16x33, 16.5x33, 16.5x34, 17x34, 17x35, 17x36-37, 17.5x34, 17.5x35, 17.5x36-37, 18x34, 18x35 and 18x36-37	$43.99
8650	Navy 4 pocket dress Pant - Standard Sizes	3	32 thru 44	$41.99

8655	Navy 6 pocket cargo Pant - Standard Sizes	3	32 thru 44	$59.99

All other sizes will have to be ordered before the order can be processed. If goods are in inventory by Blauer, CITY is to receive their order within fifteen (15) business days. In return for PROVIDERS agreement to inventory the above-mentioned Blauer goods, CITY agrees to purchase the remaining inventory at the current pricing should CITY decide to change uniform vendors except under the restrictions set out in paragraph 2 above.

6. This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

7. This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.

8. PROVIDER has an open exchange, return, refund, credit policy. Any garment not worn or laundered may be returned, with or without patches sewn, epaulets converted, striping applied, or pants hemmed – no questions asked. No restocking fee would be assessed on any returns.

9. Any item that proves defective in any way may be returned to PROVIDER for replacement, repair or refund. The one-year warranty on shirts and pants is valid provided the garments are worn and laundered no more than once a week. This warranty is void if the garment has been subjected to accidental damage, abuse, or is worn out due to excessive wear and laundering as noted above.

10. Venue for any cause of action arising under or from this lease agreement is Guadalupe County, Texas.

11. The parties acknowledge that this agreement may be negotiated and transmitted between the parties by means of an email correspondent and that the terms and conditions agreed to are binding upon the parties. Upon the Agreement being accepted, copies of the emails will be validated by both parties forthwith.

12. Compensation

The Contractor shall be paid in the manner set forth in Exhibit “A” and as provided herein.

(B) *Billing Period.* The Contractor may submit an invoice for payment upon completion of the described tasks. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

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

13. Insurance

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

Contractor shall maintain the following limits and types of insurance:

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

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

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

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

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

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

14. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

(G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

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

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

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

15. Indemnification

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

16. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

17. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision,

there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

18. Waiver

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

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

19. Gender

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

20. Counterparts

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

21. Relationship of Parties

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

22. Right To Audit

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

23. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this

agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire
Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

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

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

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

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

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

CITY:	**PROVIDER:**
By: _____	By: _____
Name: Dr. Mark Browne	Name: _____
Title: City Manager	Title: _____

ADDRESS FOR NOTICE:

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

Agenda No. 10.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Planning & Community Development**
Subject:	**Ordinance No. 21-C-07 - Consideration and/or action approving an Ordinance amending the Schertz Code of Ordinances, Chapter 18, Buildings and Building Regulations, by repealing existing International Codes and adopting new International Codes and adopting the revised Schertz Code of Ordinance, Chapter 18, Building and Building Regulations.** ***Final Reading*** **(B. James/L. Wood/G. Durant)**

BACKGROUND

City Council heard this item at the March 23, 2021 meeting where it was approved on the first reading.
The numbering in Article II, Sec. 1801.2.1 and Article III, Sec. R106.1.4 have been updated to be consecutive.

The City of Schertz Planning and Community Development Department – Inspections Division has determined a need to revise the City adopted building codes regarding sanitation, fire, building, plumbing, mechanical, fuel/gas and electrical requirements. The current 2012 code was adopted in 2015 and industry standards change to provide for implementation of new construction practices and improvements in safety standard for the safety and welfare of the community. Based on conversations with Council over the past year, staff approached this update with the intent of carefully evaluating the benefit of local amendments with the costs - in terms of expense, time and workload. Recommendations for additions and deletions to local amendments were made with this in mind. For example, many of the local amendments for foundations were removed. Staff also exempted smaller pergolas, arbors and trellises from needing a permit. Staff added an appendix to allow shipping containers to more easily be converted for permanent use.

The local amendments proposed are intended to ensure the proper construction of structures built in the City and help mitigate regional climate (i.e weathering), environmental conditions (i.e. wind, flooding, wildfire, etc.), geological, topographic and natural hazards. Some of those amendments are part of the building appendix written by the International Code Council for municipalities to adopt new construction practices or trending construction and some are local and based on industry professional recommendations.

City staff holds monthly contractors' meetings (a short hiatus during COVID) to discuss construction practices and gain input from the development/construction community. Homebuilders, Electricians, Plumbers, Mechanical Contractors, Greater San Antonio Builder Association, and other Professional Individuals have provided input on codes that they feel need to be amended through these meetings.

GOAL

It is the City's desire to protect the safety and welfare of the community through regulation of certain construction activities.

COMMUNITY BENEFIT

It is the City's desire to adopt building standards in the community to ensure proper construction and updating the building codes will improve the consistency in construction standards thereby providing building efficiency for the homeowner and the builder because many of the builders working in Schertz are also building in neighboring communities who have also adopted the 2018 codes.

SUMMARY OF RECOMMENDED ACTION

Planning and Community Development – Inspections Division staff invited various stake holder groups and conducted stakeholder meetings in February of 2021 to gain input on the proposed changes from the Chamber of Commerce, Homebuilders, Engineers, Architects, Contractors, EDC, Electricians, Plumbers, Mechanical Contractors, Greater San Antonio Builder Association and the community. Three workshops were conducted to gain input from City Council, Building and Standards Commission and the public. The proposed local amendments that include the redline changes were posted on the City Website on February 12, 2021 for public review. Through this process we were offered feedback from those groups based on their experiences. The Building and Standards Commission held a public hearing on March 1, 2021 and have offered a recommendation of approval.

Adoption of the following codes:

1. International Building Code (IBC) 2018
2. International Residential Code for One and Two Family Dwellings (IRC) 2018
3. International Fuel Gas Code (IFGC) 2018
4. International Mechanical Code (IMC) 2018
5. International Plumbing Code (IPC) 2018
6. International Existing Buildings Code (IEBC) 2018
7. International Property Maintenance Code (IPMC) 2018
8. Manual of Cross Connection Control, Tenth edition (2009)
9. National Electrical Code 2020 – State mandated
10. International Energy Conservation Code (IECC) 2015 – State mandated
11. International Swimming Pool and Spa Code (ISPSC) 2018 – State mandated

A summary of the major Building Code local amendments are listed below. The full redlines attached include all additions, deletions, and updated wording for your review.

Article 1 – In General

- Updated and deleted wording to bring the codes consistent with digital processes, inspection requirements, license requirement for a General Contractor, etc.
- Deleted Insurance requirements for Electrical, Plumbing and Mechanical contractors during the registration process since the State of Texas regulates the requirement to acquire and maintain insurance as well as the amount of insurance required.

2018 International Building Code

- Included Pergolas, Arbors and Trellis under 300 square feet to 105.2 Work exempt from permit.
- Included definitions for Pergolas, Arbors or Trellis in 202 Definitions.
- Added a requirement in1008.3 Room and Spaces for all handicap restrooms to be equipped with an emergency light fixture and a requirement for emergency light in the room by an exit in school classrooms.
- Deleted eight (8) of engineering foundation documents required by 1801.2.1 Design basis to require only 2 documents.
- Updated the sound attenuation requirements related to the certification process.
- Added an appendix to allow for Shipping Containers used for permanent use.
- Deleted various sections in the local amendments to remove duplicate information already

provided in the code book being adopted.

2018 International Residential Code

- Included Pergolas, Arbors and Trellis under 300 square feet to 105.2 Work exempt from permit.
- Included definitions for Pergolas, Arbors or Trellis in 202 Definitions.
- Added an exemption from an engineered foundation for porches under 300 square feet with specific construction requirements.
- Deleted seven (7) of engineering foundation documents required by 1801.2.1 Design basis to require only 3 documents.
- Added a Table R301.2 Climatic and Geographic Design Criteria as prescribed by the code book.
- Amended the rough in water test to reflect the 2018 International Plumbing Code test requirements.
- Replace the IRC Part VIII Electrical with the National Electrical Code 2020 as adopted by the State of Texas.
- Adding the adoption of the following Appendixes to include - Appendix M – Home Day Cares; Appendix P – Sizing of Water Piping System; Appendix Q – Tiny Houses; Appendix R – Light Straw-Clay Construction; Appendix S – Straw Bale Construction; Appendix U- Chapter 31; Section 3114 Shipping Containers as described in the IBC with all the same protections.

2020 National Electrical Code

- Deleted 210.11 Branch Circuits required for bathroom circuits.
- Deleted 210.19 Minimum Ampacity and Size
- Deleted 210.52 Dwelling Unit Receptacle locations in bathrooms.
- Added 230.70 (A) (1) requirement for service to be readily accessible.

2018 International Plumbing Code

- Deleted 305.3 Pipes through Foundation Walls
- Deleted 312.10.2 Testing Exception for lawn sprinkler irrigation backflow devices.
- Deleted Table 702.3 Building Sewer Pipe for Cellular core drain waste vent.
- Deleted Appendix C - Vacuum Drainage System but retained the new Appendix C - Structural Safety and included
- Deleted Appendix B-Rates of Rainfall for various cities; Appendix D – Degree Day and Design Temperatures; Appendix E – Sizing of Water Piping System

2018 International Fuel Gas Code - No changes
2018 International Existing Building Code - No changes
2018 International Swimming Pool and Spa Code - Deleted the appendixes
2018 International Existing Building Code - No changes
2018 International Property Maintenance Code - No changes
2009 Manual of Cross-Connection Control - No changes

FISCAL IMPACT

Staff does not believe that there will be an increase in building costs from adoption of the 2012 codes to the 2018 codes.

The proposed reduction in the number of foundation documents to be prepared by an Engineer reduce construction costs for both the contractor, homeowner, and City by reducing the cost of project as each letter could cost the contractor as much as $400 for preparation cost, save time in the contractor's project management and reduce staff time collecting reviewing and managing the documents which will allow staff to work with residents and contractors on other construction projects.

The amendment to allow an engineer's representative to perform the pre-pour inspection and be present during placement of the concrete pour will significantly reduce the cost incurred by builders to meet this requirement.

There may be a slight increase in cost incurred to builders with regard to additional emergency lighting requirements in all handicap restrooms, but staff feels the benefit of this is significant. With regard to adding emergency lighting in each school classroom, the school district have added the light on the last several schools constructed in the City.

The City will no longer gain revenue from those permits being proposed for exemption.

RECOMMENDATION

Staff recommends approval of the amendments to the Schertz Code of Ordinances, Chapter 18, Buildings and Building Regulations by repealing existing International Codes and adopting new International Codes and adopting the amended Schertz Code of Ordinances, Chapter 18, Building and Building Regulations as presented.

The Building and Standards Commission conducted a public hearing on March 1, 2021 and offered a recommendation of approval by unanimous vote.

Attachments

Ordinance 21-C-07 with exhibits

ORDINANCE NO. 21-C-07

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF SCHERTZ CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS BY REPEALING EXISTING INTERNATIONAL CODES AND ADOPTING NEW INTERNATIONAL CODES; PROVIDING FOR A PENALTY.

WHEREAS, the Texas Local Governmental Code empowers the cities to enact building codes and regulations and provide for their administration, enforcement, and amendment; and

WHEREAS, the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known generally as the "International Codes"; and

WHEREAS, the City Council desires to protect the safety and welfare of the citizens of the City through regulation of construction activities in the City; and

WHEREAS, the City has adopted previous versions of the ICC International codes; and

WHEREAS, the City's building and construction codes are intended to be updated periodically and City Staff has undertaken a review of the newly adopted international codes as compared to the City's existing codes and recommend adoption the international codes provided for herein along with certain amendments; and

WHEREAS, City Staff presented the International Codes provided for herein along with their amendments to the Building and Standards Commission and they have voted to recommend approval of the provisions regulating construction activities set forth herein at the Building and Standards Commission meeting on March 1, 2021.

WHEREAS, the City Council has determined that it is in the best interest of residents of the City to adopt the International Codes with local amendments, as set forth herein, to regulate construction activities in the City.

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

Section 1. Repealer. Chapter 18, "Buildings and Building Regulations" of the Code of Ordinances, City of Schertz, Texas, Articles I – XIII are hereby repealed.

Section 2. Amendments. Chapter 18, "Buildings and Building Regulations" of the Code of Ordinances, City of Schertz, Texas, is hereby amended as described in Exhibit A & Exhibit B.

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

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

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

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

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

Section 8. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law. Builders may choose to continue to use the previsions of the 2012 International Building Codes through June 30, 2021.

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

Approved on first reading the 23rd day of March, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 6th day of April, 2021.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary
(SEAL OF THE CITY)

Exhibit "A"

Chapter 18 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

Sec. 18-1. - Scheduling inspections.

(a) *Posting permit and plans*. Work requiring a permit shall not commence until the permit holder or his agent posts the permit in a conspicuous place on the premises. The permit holder shall maintain the approved plans on site and make them available to the Building Official or his or her designee until the certificate of occupancy or completion certificate is issued by the building official or his or her designee.

Sec. 18-2. – General building contractors registration.

It shall be the duty of every contractor who engages in the construction, erection, alteration, repair, moving, demolition, installation or replacements of any building, structure, swimming pool, or sign, whether permanent or temporary, obtain all the necessary permits. Such contractor shall be registered by the City of Schertz.

(1) *Insurance required.* It shall be the duty of all contractors who practice their trade within the City of Schertz, Texas to show proof of general commercial liability insurance for claims for property damage, or bodily injury regardless of whether the claim arises from a negligence claim or on a contract claim. Coverage amount of liability insurance shall not be less than $300,000.00.

(2) *Application.* An application for a contractor's registration will be submitted to the building official or his or her designee on a form prescribed by the city along with the required initial fee.

(3) *Renewal.* All renewals shall be due January 1, of each year.

(4) *Revocation.* Any registration issued under this section may be revoked by the building official or his or her designee for failure to remedy unsatisfactory work, violations of the chapter, failure to obtain permits, or failure to obtain proper inspections in addition to any additional penalties provided by this chapter.

(5) *Appeal.* An applicant, whose registration has been denied or revoked, may appeal to the Building and Standards Commission.

Sec. 18-3. - Electrical registration.

No person shall install, repair or remove electrical wiring or devices unless he is licensed as an electrical contractor issued by the State of Texas who employs any of the listed tradesmen as established by the Texas Department of Licensing and Regulation (TDLR). A licensed master, sign master, journeyman, sign journeyman, residential wireman, or journeyman lineman must directly supervise work done by an apprentice or sign apprentice.

Directly supervise is defined as follows:

(1) Where a single family or duplex residential structure is under construction. The supervisor shall be on the property while any electrical work as defined by TDLR Rules and Law is underway.

(2) Where a commercial or industrial project is under construction. The supervisor shall be not less than one supervisor per 50,000 square feet or each story above the first floor or sub-floor over 50,000 square feet and shall be on the property while any electrical work as defined by TDLR Rules and Law is underway.

Exception:

(1) A registration is not required of a homeowner who is doing electrical work on his own home. The homeowner may receive help from others to do such work, provided that the principal occupation of the person giving help is not that of an electrical contractor or electrician.

(2) A registration is not required of a person who is hired as a full-time employee to perform normal maintenance excluding alterations and additions of electrical systems in commercial establishments, provided that the person does not work as an electrician or electrical contractor for the general public.

Renewal. All renewals shall be due January 1, of each year.

Sec. 18-4. - Mechanical registration.

It shall be the duty of all mechanical contractors who practice their trade within the City of Schertz, Texas to show proof of state license as required by the Department of Licensing and Regulation (TDLR), as referenced in Texas State Law.

Sec. 18-5. - Plumbing registration.

It shall be the duty of all plumbing contractors who practice their trade within the City of Schertz, Texas to show proof of state license as required by the Texas State Board of Plumbing Examiners. A registered master plumber, master plumber, journeyman, residential utilities installer, drain cleaner or tradesman plumber are to directly supervise as defined below where compliant with the TSBPE rules and laws.

Directly supervise is defined as follows:

(1) Where a single family or duplex residential structure is under construction. The supervisor shall be on the property while any plumbing work as defined by Texas State Board of Plumbing Examiners Rules and Law is underway.

(2) Where a commercial or industrial project is under construction. The supervisor shall be not less than one supervisor per 50,000 square feet or each story above the first floor or sub-floor over 50,000 square feet and shall be on the property while any plumbing work as defined by TSBPE Rules and Law is underway.

Sec. 18-6. - Building and standards commission.

All appeals relative to the application and interpretation of the codes adopted in this chapter shall be to the Building and Standards Commission as established under the Unified Development Code, Article 3, Boards, Commissions and Committees.

Secs. 18-7—18-39. - Reserved.

ARTICLE II. - INTERNATIONAL BUILDING CODE

Sec. 18-40. - Adopted.

The International Building Code, 2018Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-41. - Amendments.

The International Building Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Schertz, Texas, hereinafter referred to as "this code."

Permits.

105.2 Work exempt from permit. This section shall be amended to include additions and deletions as follows:

Building:

ADD TO EXEMPTIONS

14. Pergolas, Arbors and Trellis under 300 square feet in total size. All materials used shall be of approved fire-resistant materials where fire setbacks as defined in the IBC are required.

DELETE FROM EXEMPTIONS

2. Fences not over 7' high.

4. Retaining Walls

6. Sidewalks and Driveways

107.3.4 Design professional in responsible charge. The design professional shall be an architect or engineer legally registered under the laws of the State of Texas regulating the practice of architecture or engineering and shall affix his/her seal to said drawings, specifications and accompanying data.

113 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and is replaced by the Building and Standards Commission.

202 Definitions. This section is amended to include the following non-referenced definitions:

Applicable governing body as referenced within any code adopted under this chapter shall mean the City Council of the City of Schertz

As Built Plans are plans submitted after the building is complete showing any alterations, additions or changes that have occurred after construction has begun. All alterations, additions or changes may require Building Division approval.

Service Systems are electrical, fire, mechanical, plumbing or other services not associated with structural elements.

Pergolas, Arbors, and Trellis are open un-roofed structure intended only to support vegetation or décor shadowing.

1008.3.3 Room and Spaces amended to include the following:

(5) Public restrooms equipped for handicap use shall have a minimum of one emergency fixture to provide one foot-candle of illumination throughout the restroom to the point of discharge into the exit pathway.

(6) School classrooms shall have one emergency light at or near the primary or secondary exit door(s) that shall illuminate the egress door from the classroom side of the exit.

1612.3 Insert: City of Schertz

1612.3 Insert: Guadalupe County November 2, 2007; Bexar County September 29, 2010 and Comal County September 9, 2009.

1801.2.1 Design basis. All foundations shall be designed by a Professional Engineer licensed in the State of Texas and all drawings and documentation must be signed and sealed per Texas Board of Professional Engineers rules. Design Engineers must be registered with the City of Schertz. Documentation shall include:

1. Design letter referencing soils report project numbers, date of report, and soils engineer name; specific location including lot, block and subdivision; specific design criteria including soil bearing capacity and design plasticity index or Post-Tensioning Institute parameters.
2. The engineer must provide to the City of Schertz a Letter of Final Acceptance stating that the foundation has been placed in compliance with the design prior to issuance of a Certificate of Occupancy.

1807.1(a) Foundation Walls, Retaining Walls and Embedded Posts and Poles.

Construction of a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing of the wall to the top of the wall, constructed on private property and that will not be dedicated to the City as a public improvement, as a part of the building permit application process, shall require submission to, and approval by, the building official of the City of detailed retaining wall design plans sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction of such wall. Construction of such retaining wall shall also require submission to, and approval by, the building official of the City of a sealed engineering inspection report verifying the construction of the retaining wall in conformance with the retaining wall design plans in order to close out the building permit.

1207 Sound Transmission Standards for High Noise Areas. All habitable portions of structures located within the 65 dBA as shown on Exhibit A attached, shall be designed and constructed to achieve either:

1. an outside to inside noise level reduction (NLR) of at least twenty-five (25) a-weighted decibels (dBA), or
2. be built to the standards set forth in subsection 2. below.

Options for Compliance. Compliance may be demonstrated using one of the following methods:

1. Use simultaneous noise readings of instantaneous outside and inside noise levels in accordance with ASTM E 966 to ensure the structure achieves an outside to inside NLR of at least twenty-five (25) dBA; or
2. Utilize construction materials with a minimum tested or listed sound transmission class (STC) rating of forty (40), in accordance with ASTM E 90, for walls and ceilings, and with a minimum tested or listed STC rating for doors and windows as specified below, in accordance with the following construction methods:
    a. Walls. The specific exterior wall assemblies listed below shall include the interior finishes set forth therein. Exception: Exterior wall assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).
        i. Brick veneer. When exterior walls are constructed using brick veneer, a minimum of one-half (1/2) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3- 1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.
        ii. Vinyl or cement sidings. When exterior walls are constructed using vinyl or cement sidings, a minimum of five-eighths (5/8) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3-1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.
        iii. Other assemblies and materials. All other exterior wall assemblies or materials shall have a tested or listed minimum STC rating of forty (40).
    b. Roof/Ceiling Assemblies. Roof/ceiling assemblies shall be constructed in accordance with the requirements of subsections (i) or (ii) below.

Exception: Roof/ceiling assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

i. Ceilings with unconditioned attic space shall be insulated with a minimum of one-half (1/2) inch gypsum drywall on the interior ceiling side covered with a minimum of twelve (12) inches of blown in fiberglass insulation, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

ii. Ceilings without attic space above shall be insulated with a minimum of five-eighths (5/8) inch gypsum drywall on the interior side filled with a minimum of nine (9) inches of fiberglass batt insulation with a one (1) inch air space between the roof sheathing and the fiberglass, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

c. Windows. The cavity between the wood framing and the window frame shall be insulated with fiberglass insulation or foam insulation to the depth of the window frame.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of forty (40).

d. Doors.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of forty (40).

Exception: An exterior door may have a tested or listed STC rating of less than forty (40) when installed with a storm door which when combined, achieve a minimum tested or listed STC rating of forty (40).

e. Mechanical Systems. Mechanical ventilation systems (HVAC) shall provide minimum air circulation and fresh air requirements for various uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.

i. In-window, through-wall, or through-floor air conditioning, ventilating, or heating units may be used if:

1) the above insulation requirements for walls, ceilings, windows and doors are implemented, or

2) walls, ceilings, windows and doors have a minimum tested or listed STC rating of forty (40).

ii. Evaporative coolers may be installed if the following is implemented to reduce sound entering through the unit:

1) Insert a duct extension with at least two (2) ninety degree (90°) "elbows" between the structure and the unit.

2) Add acoustically designed "up-ducts" in the ceiling of each room to allow proper circulation of air while windows are closed.

Certification.

1. Prior to approval of final inspection or issuance of a certificate of occupancy, all project applicants shall submit to the Building Inspection Division, a signed statement certifying compliance with this section.
2. A single certification statement for multiple structures in the same development may be used as long as the structures implement the same floor plans and construction methods.

A110.7 Inspection by Engineer of Record. The Engineer of Record may conduct required inspections in-lieu-of the *building official* unless precluded by State Law. Prior to issuance of a permit, the Engineer of Record must notify in writing the *building official* which inspections he will be conducted. The *building official* may require such documentation as he deems necessary, including assigned sealed letter by the Engineer of Record indicating the construction was per the approved plans and all applicable code requirements. The *building official* may require any additional documentation as he deems necessary and may also require notice at least 24 hours prior to the inspections.

Chapter 31 Special Construction, Section 3114. Shipping Container for Approved Permanent Construction Use {Reference Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462) published by the International Code Council Evaluation Service (ICC-ES) as approved in October 2018}

In order to be an acceptable material used for construction of either a business, residential or accessory building the building permit would need the following:

1. Certification for compliance with Rules for Certification of Cargo Containers and the International Convention for Safe Containers (CSC) by the American Bureau of Shipping, Bureau Veritas, or Lloyd's Registry.

2. Copies of the Container specifications and detail drawings for each shipping container manufacturer in English.

3. A copy of the quality control program inspection for seaworthiness in accordance with the International Convention for Safe Containers after removal from service as a shipping container and prior to use as a source of building materials.

4. Any modifications to the original design of the container will require a Texas Engineer's approval, designs and details to be provided.

5. The permanent foundation shall be approved by a Texas Engineer as acceptable for use as a structural support for the anticipated building design and use will be provided for permitting.

6. If manufactured as a complete assembly with electrical, plumbing and mechanical systems, a Texas Department of Licensing and Regulation Industrialized Housing and Buildings Approval Certification will be provided with the building plans.

Specific standards:

(a) Industrialized buildings must have all local permits and licenses that are applicable to other housing or buildings.

(b) For purposes of this section, industrialized housing is real property.

(c) The single-family or duplex industrialized housing structure to:

(1) have an appraised value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for each county in which the properties are located; and

(2) have exterior siding, roofing, roofing pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(3) have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(4) comply with municipal aesthetic standards, building setbacks, side and rear yard offsets, subdivision control, architectural landscaping, square footage, and other site requirements applicable to single-family dwellings; and

(5) be securely fixed to a permanent foundation.

(d) For purposes of Subsection (c), "value" means the taxable value of the industrialized housing and the lot after installation of the housing.

(e) Except as provided by Subsection (c), the City of Schertz may not adopt a regulation under this section that is more restrictive for industrialized housing than that required for a new single-family or duplex dwelling constructed on-site.

(f) This section does not:

(1) limit the authority of a municipality to adopt regulations to protect historic properties or historic districts; or

(2) affect deed restrictions.

(g) All non-residential buildings or structures shall comply with the City of Schertz Unified Development Code.

ARTICLE III. - INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS

Sec. 18-60. - Adopted.

The International Residential Code for One and Two Family Dwellings Code, 2018 Edition is hereby adopted with the amendments as provided for in this Article.

Sec. 18-61. - Amendments.

The International Residential Code for One and Two Family Dwellings, 2018 Edition is hereby amended as follows:

R101.1 Title. Insert: City of Schertz, Texas

Permits.

R105.2 Work exempt from permit. This section shall be amended to include additions and deletions as follows:

Building:

Insert:

1. One story detached accessory structures used as tool and storage sheds, playhouses, and similar uses on the same lot as a one or two family dwelling; provided the floor area is 120 square feet or less and the structure can be moved if necessary, except where located in a flood hazard area.
    a. The foundation for a detached accessory structure, storage sheds, playhouses and similar uses, if any, will require a flatwork permit; and the location and placement of the accessory structure shall comply with Article 8 of the Schertz Unified Development Code.
    b. Areas located in floodplain hazard areas will require permits.
2. Replacement Fences on the property of a one or two family dwelling, provided they comply with the following criteria, except where located in a flood hazard area.
    a. The fence complies with all of the applicable requirements of the City of Schertz Unified Development code including but not limited to height, location and materials.
    b. The replacement fence is in the same location, the same height and of the same materials as the fence being replaced (e.g., a 6' wood privacy fence for a 6' wood privacy fence or a 4' chain link fence for a 4' chain link fence).
    c. Pergolas, Arbors and Trellis under 300 square feet in total size. All materials used shall be of approved fire-resistant materials where fire setback as defined by the IRC are required. Foundations for arbors, if any, will require a flat work permit. The arbor shall not be located in any utility easement; and shall comply with the setback requirements of Article 8 of the Schertz Unified Development Code with the exception that an arbor may be attached to the main structure.
    d. Areas located in floodplain hazard areas will require permits.

    DELETED EXEMPTION:

    3. Retaining Walls

    5. Sidewalks and driveways

    10. Decks not exceeding 200 square feet.

R106.1 Submittal Documents.

Design professional. The design professional shall be an architect or engineer legally registered under the laws of the State of Texas regulating the practice of architecture or engineering and shall affix his/her seal to said drawings.

R109.5 Inspection by Engineer of Record. The Engineer of Record may conduct required inspections in-lieu-of the *building official* unless precluded by State Law. Prior to issuance of a permit, the Engineer of Record must notify in writing the *building official* which inspections he will be conducted. The *building official* may require such documentation as he deems necessary, including assigned sealed letter by the Engineer of Record indicating the construction was per the approved plans and all applicable code requirements. The *building official* may require any additional documentation as he deems necessary and may also require notice at least 24 hours prior to the inspections.

Exception: During emergency situations where authorized by the Authority having Jurisdiction.

R112 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and is replaced by the Building and Standards Commission.

R202 Definitions. This section is amended to include the following non-reference definitions.

Applicable governing body as referenced within any code adopted under this chapter shall mean the City Council of the City of Schertz

As Built Plans are plans submitted after the building is complete showing any alterations, additions or changes that have occurred after construction has begun. All alterations, additions or changes may require Building Division approval.

Residential Arbors are defined as trellises and not as a building when less than 300 square feet in size. Arbors shall be built without a solid roof covering; used only to support vegetation; or acting as a shadow box attached or unattached to the primary or secondary structure; or free standing anchored solidly into the soil or to a permanent foundation and capable of withstanding the environmental conditions as established in the International Residential Code.

Service Systems are electrical, fire, mechanical, plumbing or other services not associated with structural elements.

Pergolas, Arbors and Trellis are open un-roofed structure intended only to support vegetation or décor shadowing.

R106.1.4 Submittal documents. All foundations shall be designed by a Professional Engineer licensed in the State of Texas and all drawings and documentation must be signed and sealed per Texas Board of Professional Engineers rules. Design Engineers must be registered with the City of Schertz. Documentation shall include:

1. Design letter referencing soils report project number, date of report, and soils engineer name; specific location including lot, block and subdivision; specific design criteria including soil bearing capacity and plasticity index or Post-Tensioning Institute parameters. The engineer shall also approve a concrete mix design with performance criteria based on soils and seasonal conditions.
2. The engineer must provide to the City of Schertz a Letter of Final Acceptance stating that the foundation has been placed in compliance with the design specifications and requirements prior to issuance of a Certificate of Occupancy.
3. Prior to receiving a Certificate of Occupancy, a final survey indicating final grade elevations and verifying positive drainage away from the foundation must be submitted to the City.

Exemption: The Building Official or designee may waive these requirements where the addition is 300 square feet or smaller with a load bearing roof or single story structure directly connected to this foundation.

For free standing column supports the footings shall be 12 inches in diameter, not less than 24 inches in depth below soil grade or to a weight bearing strata with a minimum of a #6 by 6 by 6 steel reinforcement cage installed one inch below the surface of the poured concrete to the one inch above the base of the footing and "belled" two inches at the base.

All other pier and beam construction shall have a footing designed not less than as allowed for highly expansive soils per the IRC and in no case shall the width of the footing be less than twelve inches with four #4 bars with #4 stirrups on twelve-inch centers. The monolithic slab shall be three- and one-half inches in depth with #6 by 6 by 6 mesh or #3 bar on 12-inch centers located in the center of the monolithic slab. No single monolithic slab shall have an area greater than 300 square feet without interior twelve inch by twelve-inch beams with four # 4 bar reinforcement one inch from the sides and one inch from the bottom of the interior beam. Stirrups are required on 12 inch centers and not less than #4 bar. Corner bars shall be installed at all intersections and at both interior and exterior corner edges of the new foundation. An engineer's approval will be required if the new foundation addition is to be connected by dowels to a post tension designed primary foundation. A minimum of 4 inches of compacted base will be required under the new monolithic slab free of any contaminating debris.

Table R301.2 (1) Climatic and Geographic Design Criteria.

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed (mph)	Topographic effects	Special wind region	Windborne debris zone		Weathering	Frost line depth	Termite					
5 lbs. per sq. ft.	115	NO	NO	NO	A	Negligible	12"	Very heavy	30 degrees F	NO	Yes	16 F	68.7

MANUAL J DESIGN CRITERIA							
Elevation	Latitude	Winter heating	Summer cooling	Altitude correction factor	Indoor design temperature	Design temperature cooling	Heating Temperature difference
761	20 degrees 30 minutes	31 degrees F	96 degrees F	1 (under 1,000 ft. above sea level)	70 degrees F	75 degrees F	30 degrees F
Cooling temperature difference	**Wind Velocity heating**	**Wind Velocity cooling**	**Coincident wet bulb**	**Daily range**	**Winter humidity**	**Summer humidity**	
21 degrees F	15 MPH	7 ½ MPH	74	Medium – 16 to 25 degrees F	67%	67%	

R404.4.1 Retaining Walls.

Construction of a retaining wall in excess of four (4) feet in height, as measured from the bottom of the footing of the wall to the top of the wall, constructed on private property and that will not be dedicated to the City as a public improvement, as a part of the building permit application process, shall require submission to, and approval by, the building official of the City of detailed retaining wall design plans sealed by an engineer licensed to practice in the State of Texas, prior to commencing construction of such wall. Construction of such retaining wall shall also require submission to, and approval by, the building official of the City of a sealed engineering inspection report verifying the construction of the retaining wall in conformance with the retaining wall design plans in order to close out the building permit.

R703.7.2 Exterior veneer support, R703.7.2.1 Support by steel angle, 703.7.2.2 Support by roof construction and R703.7.3 Lintels. Lintels shall be attached to the wood framing above all openings wider than 2 feet by fasteners as required by the design professional prior to a framing inspection being requested.

R807.1 Attic Access. Where attic access is required for appliance maintenance the access shall be provided by a ceiling pull down ladder capable of supporting (250) two hundred and fifty pounds and

have an opening large enough to remove the largest single section or the entire unit. If the attic is designed for storage a pull down ladder is required to the same specifications as above. .

P2503.5.1 Rough plumbing (1) Water test. Each section shall be filled with water to a point not less than 10 feet above the highest fitting connection in that section, or to the highest point in the completed system, or to 1 foot above the highest finished interior wall per floor level. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.

P2603.5.1 Sewer Depth. Insert: 12 inches
Insert: 12 inches

The following Appendixes are adopted:

Appendix A - Sizing and Capacities of Gas Piping

Appendix B - Sizing of Venting Systems Serving appliances equipped with Draft hood, Category 1 Appliances, and Appliances listed for use with Type B Vents

Appendix C - Exit Terminals of Mechanical draft and Direct-Vent Venting Systems

Appendix E - Manufactured Homes used as Dwellings

Appendix H - Patio Covers

Appendix J - Existing Buildings and Structures

Appendix K Sound Transmission

AK 101 Sound Transmission Standards for High Noise Areas

All habitable portions of structures located within the 65 dBA as shown on Exhibit A attached shall be designed and constructed to achieve either:

1. an outside to inside noise level reduction (NLR) of at least twenty-five (25) a-weighted decibels (dBA), or
2. be built to the standards set forth in subsection 2. below.

Options for Compliance. Compliance may be demonstrated using one of the following methods:

1. Use simultaneous noise readings of instantaneous outside and inside noise levels in accordance with ASTM E 966 to ensure the structure achieves an outside to inside NLR of at least twenty-five (25) dBA; or
2. Utilize construction materials with a minimum tested or listed sound transmission class (STC) rating of forty (40), in accordance with ASTM E 90, for walls and ceilings, and with a minimum tested or listed STC rating for doors and windows as specified below, in accordance with the following construction methods:
    a. Walls. The specific exterior wall assemblies listed below shall include the interior finishes set forth therein. Exception: Exterior wall assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).
        i. Brick veneer. When exterior walls are constructed using brick veneer, a minimum of one-half (1/2) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3- 1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

ii. Vinyl or cement sidings. When exterior walls are constructed using vinyl or cement sidings, a minimum of five-eighths (5/8) inch gypsum drywall shall be applied as the interior finish, or a minimum of three and one-half (3-1/2) inches of foam insulation shall be sprayed in as allowed by the building and fire code.

iii. Other assemblies and materials. All other exterior wall assemblies or materials shall have a tested or listed minimum STC rating of forty (40).

b. Roof/Ceiling Assemblies. Roof/ceiling assemblies shall be constructed in accordance with the requirements of subsections (i) or (ii) below.

Exception: Roof/ceiling assemblies or materials that have been tested or listed with a minimum STC rating of forty (40).

i. Ceilings with unconditioned attic space shall be insulated with a minimum of one-half (1/2) inch gypsum drywall on the interior ceiling side covered with a minimum of twelve (12) inches of blown in fiberglass insulation, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

ii. Ceilings without attic space above shall be insulated with a minimum of five-eighths (5/8) inch gypsum drywall on the interior side filled with a minimum of nine (9) inches of fiberglass batt insulation with a one (1) inch air space between the roof sheathing and the fiberglass, or a minimum of three and one-half (3-1/2) inches of spray foam insulation shall be applied to the underside of the roof deck as allowed by the building and fire code.

c. Windows. The cavity between the wood framing and the window frame shall be insulated with fiberglass insulation or foam insulation to the depth of the window frame.

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all windows shall have a minimum tested or listed STC rating of forty (40).

d. Doors

i. If the exterior windows and doors together comprise no more than thirty percent (30%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty (30).

ii. If the exterior windows and doors together comprise more than thirty percent (30%) but no more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of thirty-two (32).

iii. If the exterior windows and doors together comprise more than forty percent (40%) of the total exterior wall area, all exterior doors shall have a minimum tested or listed STC rating of forty (40).

Exception: An exterior door may have a tested or listed STC rating of less than forty (40) when installed with a storm door which when combined, achieve a minimum tested or listed STC rating of forty (40).

e. Mechanical Systems. Mechanical ventilation systems (HVAC) shall provide minimum air circulation and fresh air requirements for various uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.

i. In-window, through-wall, or through-floor air conditioning, ventilating, or heating units may be used if:

1) the above insulation requirements for walls, ceilings, windows and doors are implemented, or

2) Walls, ceilings, windows and doors have a minimum tested or listed STC rating of forty (40).

ii. Evaporative coolers may be installed if the following is implemented to reduce sound entering through the unit:

1) Insert a duct extension with at least two (2) ninety degree (90°) "elbows" between the structure and the unit.

2) Add acoustically designed "up-ducts" in the ceiling of each room to allow proper circulation of air while windows are closed.

Certification.

1. Prior to approval of final inspection or issuance of a certificate of occupancy, all project applicants shall submit to the Building Inspection Division, a signed statement certifying compliance with this section.
2. A single certification statement for multiple structures in the same development may be used as long as the structures implement the same floor plans and construction methods.

Part VIII - Electrical. Is deleted.

The following Appendix is adopted:

Appendix M – Home Day Care – R 3 Occupancy

Appendix P - Sizing of Water Piping System

Appendix Q – Tiny Houses

Appendix R – Light Straw-Clay Construction

Appendix S – Straw bale Construction

Appendix U - **Shipping Container for Approved Permanent Construction Use** {Reference Acceptance Criteria for Structural Building Materials from Shipping Containers (AC462) published by the International Code Council Evaluation Service (ICC-ES) as approved in October 2018}

In order to be an acceptable material used for construction of either a business, residential or accessory building the building permit would need the following:

1. Certification for compliance with Rules for Certification of Cargo Containers and the International Convention for Safe Containers (CSC) by the American Bureau of Shipping, Bureau Veritas, or Lloyd's Registry.

2. Copies of the Container specifications and detail drawings for each shipping container manufacturer in English.

3. A copy of the quality control program inspection for seaworthiness in accordance with the International Convention for Safe Containers after removal from service as a shipping container and prior to use as a source of building materials.

4. Any modifications to the original design of the container will require a Texas Engineer's approval, designs and details to be provided.

5. The permanent foundation shall be approved by a Texas Engineer as acceptable for use as a structural support for the anticipated building design and use will be provided for permitting.

6. If manufactured as a complete assembly with electrical, plumbing and mechanical systems, a Texas Department of Licensing and Regulation Industrialized Housing and Buildings Approval Certification will be provided with the building plans.

Specific standards:

(a) Industrialized buildings must have all local permits and licenses that are applicable to other housing or buildings.

(b) For purposes of this section, industrialized housing is real property.

(c) The single-family or duplex industrialized housing structure to:

(1) have an appraised value equal to or greater than the median taxable value for each single-family dwelling located within 500 feet of the lot on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for each county in which the properties are located; and

(2) have exterior siding, roofing, roofing pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(3) have exterior siding, roofing, roof pitch, foundation fascia, and fenestration compatible with the single-family dwellings located within 500 feet of the lot on which the industrialized housing is proposed to be located; and

(4) comply with municipal aesthetic standards, building setbacks, side and rear yard offsets, subdivision control, architectural landscaping, square footage, and other site requirements applicable to single-family dwellings; and

(5) be securely fixed to a permanent foundation.

(d) For purposes of Subsection (c), "value" means the taxable value of the industrialized housing and the lot after installation of the housing.

(e) Except as provided by Subsection (c), the City of Schertz may not adopt a regulation under this section that is more restrictive for industrialized housing than that required for a new single-family or duplex dwelling constructed on-site.

(f) This section does not:

(1) limit the authority of a municipality to adopt regulations to protect historic properties or historic districts; or

(2) affect deed restrictions.

(g) All non-residential buildings or structures shall comply with the City of Schertz Unified Development Code.

Secs. 18-62—18-79. - Reserved.

ARTICLE IV. - NATIONAL ELECTRICAL CODE

Sec. 18-80. - Adopted.

The National Electrical Code, 2020 edition to include, revisions, amendments and corrections, published by the National Fire Protection Association (NFPA), is hereby adopted by reference as the electrical code of the City of Schertz, Texas, subject to and including such amendments as herein shall appear. The State of Texas will mandate all future code editions through the Texas Department of Licensing and Regulation (TDLR) as to the date of future adoptions.

Sec. 18-81. - Amendments.

The National Electrical Code, 2020 Edition is hereby amended as follows:

210.11 Branch Circuits Required. No more than (12) twelve duplex receptacle outlets shall be installed per circuit serving general lighting circuits.

210.52 Dwelling Unit Receptacle Outlets (B) (3) Kitchen Receptacle Requirements. No more than (4) four duplex receptacle outlets per kitchen countertop circuit.

Refrigerators, freezers, microwaves, dishwashers, garbage compactors, and washing machines shall be located on dedicated individual circuits. Such receptacle outlets shall comply with 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel and 210.12 Arc-Fault Circuit-Interrupter Protection as needed. Garbage Disposals shall be permitted to be on the same circuit for a kitchen countertop circuit.

230.70 (A) (1) Readily Accessible Location – The service disconnecting means shall be installed at a readily accessible location outside of a building or structure nearest the point of entrance of or attachment to the service conductors.

230.71 Maximum Number of Disconnects. An exterior disconnecting means shall be provided at each building serviced where more than two circuits supply the structure. A shunt trip device designed to de-energize the service disconnect equipment at all load side connections, is acceptable on the exterior of the structure at a location approved by the City of Schertz as an alternative means of disconnection.

Secs. 18-82—18-99. - Reserved.

ARTICLE V. - INTERNATIONAL FUEL GAS CODE

Sec. 18-100. - Adopted.

The International Fuel Gas Code, 2018 Edition is hereby adopted with the amendments as provided for in this Article.

Sec. 18-101. - Amendments.

The International Fuel Gas Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Fuel Gas Code of the City of Schertz, Texas, hereinafter referred to as "this code."

109 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission

The following appendixes are adopted:

Appendix A (IFGS) - Sizing and Capacities of Gas Piping A.1 shall be altered as follows: for any gas piping system, or special appliance, or for conditions other than those covered by the tables provided in the code, such as longer runs, greater gas demands, or greater pressure drops, the size of each gas piping system shall be determined by standard engineering practices acceptable to the code official.

Appendix B (IFGS) Sizing of Venting Systems Servicing Appliances Equipped with Draft Hoods, Category 1 Appliance and Appliances Listed for Use with Type B Vents Appendix C (IFGS) Exit Terminals of Mechanical Draft and Direct-vent Venting Systems.

Secs. 18-102—18-119. - Reserved.

ARTICLE VI. - INTERNATIONAL MECHANICAL CODE

Sec. 18-120. - Adopted.

The International Mechanical Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-121. - Amendments.

The International Mechanical Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of the City of Schertz, Texas, hereinafter referred to as "this code."

109 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

Secs. 18-122—18-139. - Reserved.

ARTICLE VII. - INTERNATIONAL PLUMBING CODE

Sec. 18-140. - Adopted.

The International Plumbing Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-141. - Amendments.

The International Plumbing Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Plumbing Code of the city of Schertz, Texas hereinafter referred to as "this code."

109 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

305.4.1 Sewer Depth. Building sewers that connect to private disposal systems shall be not less than 12 inches below grade at the point of the septic tank connection. All building sewers shall be a minimum of 12 inches below finished grade.

311.1 Toilet Facilities for Workers. Portable toilets shall be provided for construction sites so that the path of travel to such facilities shall not exceed 500 feet. Exception: A single portable toilet may be used for small individual construction jobs when approved by the building official.

The following Appendixes are adopted:

Appendix B - Rates of Rainfall for Various Cities

Appendix D - Degree Day and Design Temperatures

Appendix E - Sizing of Water Piping System

Appendix C- Structural Safety

Secs. 18-142—18-159. - Reserved.

ARTICLE VIII. - INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 18-160. - Adopted.

The International Property Maintenance Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-161. - Amendments.

The International Property Maintenance Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Property Maintenance Code of the City of Schertz, Texas, hereinafter referred to as "this code."

111 Means of Appeal. Means of Appeal is hereby repealed in its entirety.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or grass growth in excess of eight inches.

302.7 Accessory Structures. All Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

No accessory structure shall be more than twenty (20) degrees out of vertical (using an (8) eight foot level) along any 20 feet of wall surface to obtain an accurate determination of the degrees from vertical.

Fences and walls twenty (20) degrees or more in each directional run (vertical or horizontal) shall not have more than twenty-five (25) percent of any directional run (vertical or horizontal) to be of decayed or damaged material.

The following Appendix is adopted:

Appendix A - Boarding Standard

Secs. 18-162—18-179. - Reserved.

ARTICLE IX. - INTERNATIONAL ENERGY CONSERVATION CODE

Sec. 18-180. - Adopted.

The International Energy Conservation Code, 2015 Edition is hereby adopted with the amendments as provided for in this article. The State of Texas will mandate all future code editions through the *Texas Comptroller's State Energy Conservation Office (SECO)* as to the date of future adoptions.

Sec. 18-181. - Amendments.

The International Energy Conservation Code, 2015 Edition is hereby amended as follows:

C101.1 Title. This code shall be known as the International Energy Conservation Code of the City of Schertz, Texas, and shall be cited as such. It is referred to herein as "this code."

C109 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and replaced by the Building and Standards Commission.

Secs. 18-182—18-199. - Reserved.

ARTICLE X. - MANUAL OF CROSS-CONNECTION CONTROL

Sec. 18-200. - Adopted.

The Manual of Cross-Connection Control by the University of Southern California, Tenth edition published October 2009, by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, is hereby adopted and incorporated as the Backflow and Cross-Connection Code of the City of Schertz, Texas, subject to and including by reference as herein shall appear.

Sec. 18-201. - Amendments.

The Manual of Cross-Connection Control, Tenth Edition, October 2009 is hereby amended as follows:

Irrigation Back Flow Device Location. The residential irrigation RP or PVB shall be located immediately adjacent to the residential structure and shall be located a minimum of twelve (12) inches above the highest lawn sprinkler head. A Ground Fault Circuit Interrupter receptacle that is weather proof while in operation is recommended to be located immediately adjacent to the back flow device for the installation of a heat tape to prevent freezing. A rain sensor(s) shall be installed on all systems.

The Commercial irrigation RP and PVB or other approved back flow devices shall be protected from traffic if not located immediately adjacent to the structure and shall be located a minimum of twelve (12) inches above the highest lawn sprinkler head. A Ground Fault Circuit Interrupter receptacle that is weather proof while in operation is recommended to be located immediately adjacent to the back flow device for the installation of a heat tape to prevent freezing. Freeze protection shall be considered in all designs. A rain sensor(s) shall be installed on all systems.

Any RP or PVB located in a flood plain shall be 1 foot above the Design Flood Elevation (DFE) or designed in such a way that will prevent floodwaters from entering or accumulating within system components and to additionally ensure that floodwater does not contaminate the potable water supply system. (Ref: FEMA 348 November 1999)

Adopting the backflow and cross-connection requirements in no way shall appeal or set aside any of the requirements of the International Plumbing Code.

Secs. 18-202—18-219. - Reserved.

ARTICLE XI. - INTERNATIONAL SWIMMING POOL AND SPA CODE

Sec. 18-220. - Adopted.

The International Swimming Pool and Spa Code, 2018 Edition is hereby adopted with the amendments as provided for in this article. The State of Texas will mandate all future code editions through the Texas Department of State Health Services as to the date of future adoptions.

Sec. 18-221. - Amendments.

The International Swimming Pool and Spa Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Swimming Pool and Spa Code of the City of Schertz, Texas, hereinafter referred to as "this code."

108 Means of Appeal. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

Secs. 18-222—18-239. - Reserved.

ARTICLE XII. - INTERNATIONAL EXISTING BUILDING CODE

Sec. 18-240. - Adopted.

The International Existing Building Code, 2018 Edition is hereby adopted with the amendments as provided for in this article.

Sec. 18-241. - Amendments.

The International Existing Building Code, 2018 Edition is hereby amended as follows:

101.1 Title. These regulations shall be known as the International Existing Building Code of the City of Schertz, Texas, hereinafter referred to as "this code."

112 Board of Appeals. The Board of Appeals is hereby repealed in its entirety and replaced by Building and Standards Commission.

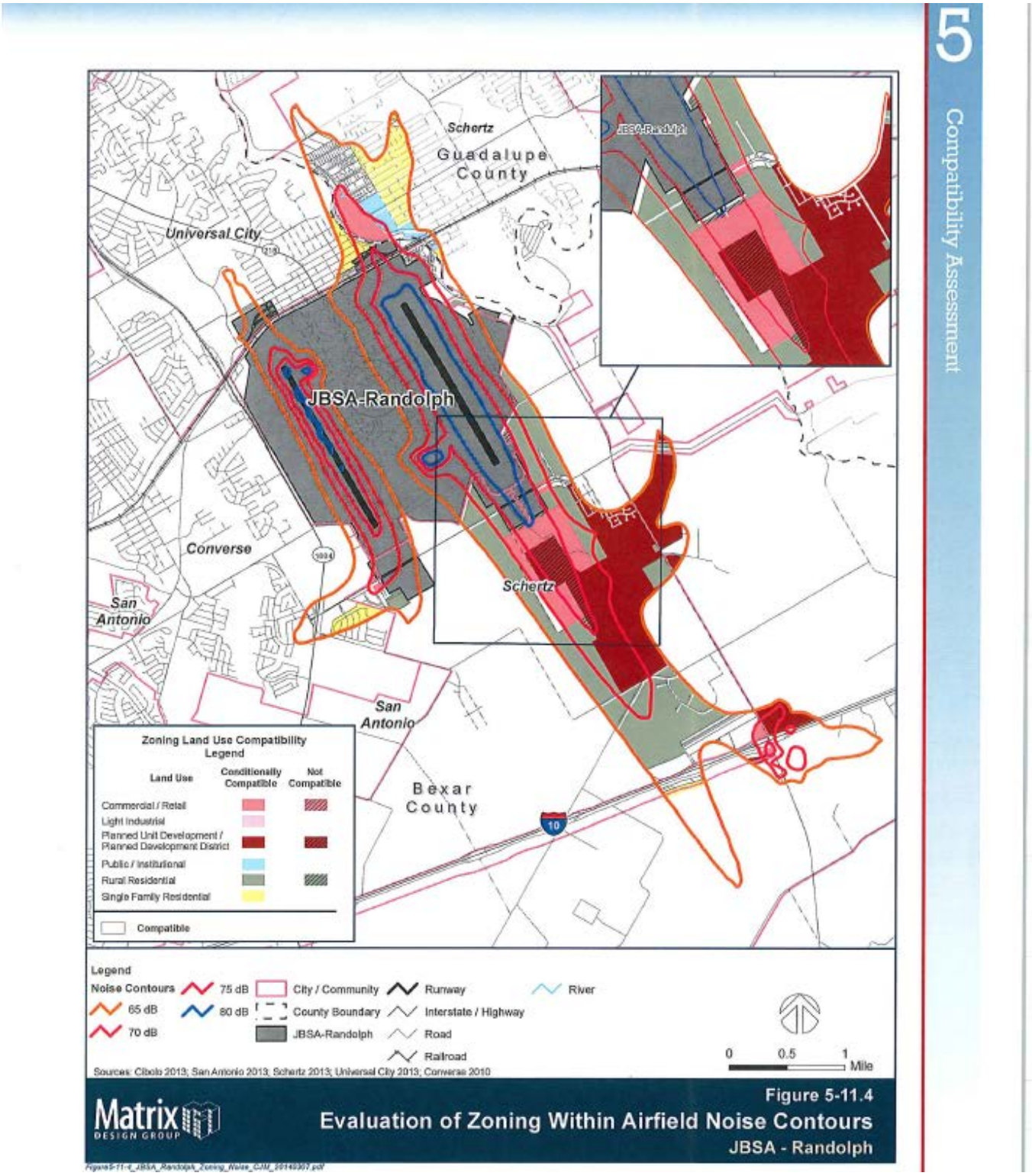
Secs. 18-242—18-254. - Reserved.

ARTICLE XIII

Sec. 18-255. - Violations and penalties.

Any person, firm, corporation or agent who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish, or move any structure, electrical, gas, mechanical or plumbing system in violation of the detailed statement or drawings submitted and permitted thereunder, shall be guilty of a misdemeanor. Such persons shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed or continued, and upon conviction of any such violation such person shall be punished by a fine of not more than $500.00 for each offense unless said violation is a violation of a regulation governing fire safety or public health and sanitation then by a fine of not more than $2,000.00 for each offense. All such violations shall be prosecuted in accordance with section 1-8 General penalty for violations of Code; continuing violations of the Schertz Municipal Code of Ordinances.

EXHIBIT B
Evaluation of Zoning within Airfield Noise Contours JBSA Randolph



Agenda No. 11.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Fire Department**
Subject:	**Resolution 21-R-31 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing an Interlocal Cooperation Contract Agreement with the Texas Parks and Wildlife Department (TPWD), and other matters in connection therewith. (M. Browne/C. Kelm/K. Long)**

BACKGROUND

This is a renewal of an interlocal agreement we have had with Texas Parks and Wildlife since 2015 that allows the COS Fire Department to conduct live fire training on TPWD land. This training is highly beneficial to the firefighters of Schertz. This interlocal agreement renews every five (5) years.

GOAL

To provide manpower and receive live fire training to better prepare for the delivery of wildland fire suppression services during emergencies.

COMMUNITY BENEFIT

This Interlocal Cooperation Contract Agreement will provide unprecedented training opportunities to Schertz Fire Rescue personnel as they assist and learn from TPWD staff.

SUMMARY OF RECOMMENDED ACTION

By signing this agreement, the City enters into an agreement with the Texas Parks and Wildlife Department allowing Schertz Fire Rescue personnel to assist TPWD with prescribed burns on TPWD managed lands.

FISCAL IMPACT

There is no cost associated with the ILA.

RECOMMENDATION

Staff recommends approval of Resolution No. 21-R-31.

Attachments

21-R-31
Exhibit A

RESOLUTION NO. 21-R-31

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL COOPERATION CONTRACT AGREEMENT WITH TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD), AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") has recommended that the City enter into an Interlocal Cooperation Contract agreement with TPWD relating to Live Fire Training; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with TPWD pursuant to the Interlocal Cooperation Contract Agreement attached hereto as Exhibit A (the "Agreement").

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with TPWD in the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of April, 2021.

CITY OF SCHERTZ, TEXAS

_____

Mayor, Ralph Gutierrez

ATTEST:

_____

Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

INTERLOCAL COOPERATION CONTRACT AGREEMENT

INTERLOCAL COOPERATION CONTRACT
between
TEXAS PARKS AND WILDLIFE DEPARTMENT
and
SCHERTZ FIRE RESCUE
for
PRESCRIBED FIRE TRAINING

This Contract is entered into by and between the Texas Parks and Wildlife Department, hereinafter referred to as "TPWD", and Schertz Fire Rescue, hereinafter referred to as "SFR", pursuant to the authority granted by and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. TPWD and SFR may be referred to herein collectively as "Agencies" and separately as "Agency."

I. PURPOSE

The purpose of this Contract is to provide opportunities to capitalize on prescribed fire training, which is available to SFR through the implementation of TPWD's prescribed fire operations. TPWD will mutually benefit by having additional qualified labor available to implement prescribed fires on TPWD managed properties.

The provisions of this Contract delineate each Agency's responsibilities and procedures when conducting cooperative prescribed fire operations ("BURN") performed under the management of TPWD as a part of its normal land management activities within the State of Texas.

II. RESPONSIBILITIES

A. TPWD shall:

1. Provide a primary point of contact to SFR for the purpose of notifications for each BURN.
2. Provide coordination among and between Agencies.
3. Manage, organize, and provide personnel management of each BURN, according to guidelines and requirements prescribed by TPWD policy.
4. Notify SFR of BURN opportunities and request specific equipment and personnel resources if needed.
5. Assist SFR in documenting the participation of SFR's employees in each BURN for training file purposes.

B. SFR shall:

1. Provide a primary point of contact to TPWD for the purpose of notifications for each BURN.
2. Allow TPWD to have operational control of personnel, equipment, and resources being used, unless otherwise agreed.
3. Assure that all SFR employees participating in BURN must:
    a) Be physically capable of performing assigned duties;
    b) Maintain certifications, knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position;
    c) Maintain support of employer for participation in activities; and
    d) Hold appropriate National Wildfire Coordinating Group (NWCG) certification(s) or task books for trainee positions.
4. Maintain a roster with qualification and fitness levels of all its employees who will be participating in the BURN and provide the roster to TPWD before each BURN.
5. Provide all tools and Personal Protective Equipment (PPE) to its employees necessary to complete performance under this Contract. All PPE must meet or exceed National Fire Protection Association (NFPA) 1977 Standard on Protective Clothing and Equipment for Firefighters (current edition).

III. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

A. Reimbursement: TPWD will **NOT** reimburse SFR for any costs associated with its participation in the BURN, including wages, travel, per-diem, supplies or equipment. Each Agency to this Contract will be responsible for its own expenses, including but not limited to those items listed above.

B. Funding: Any expenditure of resources must be from current revenues available to the paying Agency.

C. Medical Care for Injury or Illness: If SFR's employee incurs an injury or illness during the performance of this Contract, TPWD will cooperate logistically with SFR to ensure SFR's employee is properly treated and medically evaluated. In the absence of SFR's management, TPWD will investigate the incident and make a determination as to whether, in its opinion, the injury or illness was work related and will notify SFR of its findings for proper processing of a Workers Compensation claim.

D. Liability: Pursuant to Government Code §791.006(a-1), the Agencies agree to assign the liability as follows, in a manner different than that specified in §791.006(a):
   1. Each Agency will be responsible for its actions, and the actions of its employees.
   2. The activities performed under this Contract shall be performed entirely at each Agency's own risk.
   3. To the extent allowed by law, each Agency releases the other Agency from the actions of its own employees.
   4. To the extent allowed by law, each Agency waives all claims against the other Agency to this Contract for compensation from any loss, damage, personal injury, or death occurring as a consequence of the performance of this Contract.
   5. TPWD certifies that it will meet all applicable insurance requirements under Section 11.355 of the Texas Parks and Wildlife Code.

E. Compliance with Laws: All burn activities must be conducted in accordance with applicable law, including Texas Parks and Wildlife Code Chapter 11, Subchapter M, and associated TPWD regulations, and the "General Plan for Burning on TPWD Lands" document, which apply to burn activities conducted on TPWD land.

IV. POINTS OF CONTACT

TPWD Project Coordinator(s):

Jeff Sparks
State Parks Fire Program Manager
12016 FM 848
Tyler, Texas 75707
903-566-5698 office
jeff.sparks@tpwd.texas.gov

Kevin Ferguson
State Parks Fire Specialist
100 Park Road 71
Mineral Wells, Texas 76067
512-413-6808 office
kevin.ferguson@tpwd.texas.gov

Mike Lloyd
State Parks Fire Specialist
SP-R3 West HQ
7690 HWY 46 West
Pipe Creek, Texas 78063
830-535-4733 office
mike.lloyd@tpwd.texas.gov

SFR Project Coordinator(s):

Kade Long, Fire Chief
1400 Schertz Parkway, Bldg #8
Schertz, Texas 78154
210-619-1300
klong@schertz.com

TPWD Contract Coordinator:

Jennifer O'Leary, CTCM, CTCD
Contract Specialist
4200 Smith School Road
Austin, Texas 78744
512-389-4779 office
tpwdcontracting@tpwd.texas.gov

SFR Contract Coordinator:

Julie Gohlke
Purchasing and Asset Manager
1400 Schertz Parkway, Bldg #2
Schertz, Texas 78154
210-619-8789
jgohlke@schertz.com

V. GENERAL PROVISIONS

A. Amendments: This Contract may be amended by mutual agreement of the Agencies. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Agencies.

B. Dispute Resolution: Any disputes arising from this Contract shall be resolved using Chapter 2260 of the Texas Government Code.

C. Public Disclosure: Information, documentation and other material in connection with this Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code ("the Public Information Act"). To the extent allowed by law, no public disclosures or news releases pertaining to this Contract shall be made without prior written approval of TPWD.

D. Termination: This Contract shall terminate upon expiration of the term, unless otherwise extended or renewed as provided in accordance with the Contract terms and conditions. Either Agency may terminate this Contract upon a thirty (30) day written notice.

E. Termination for Default: TPWD may, by written notice of default to SFR, terminate this Contract in whole or in part for cause if SFR fails to perform in full compliance with the Contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to SFR of intent to terminate, and TPWD will provide SFR with an opportunity for consultation with TPWD prior to termination.

VI. PERIOD OF PERFORMANCE

This Contract shall commence on the date of the last signature and shall continue for a period of five (5) years, unless terminated earlier in accordance with other provisions of this Contract.

This Contract may be extended upon written approval by both Agencies.

SCHERTZ FIRE RESCUE	TEXAS PARKS AND WILDLIFE DEPARTMENT
By: _____	By: _____
Authorized Signature	Tammy Dunham, CTCM, CTPM Purchasing and Contracting Director
Date: _____	Date: _____

Agenda No. 12.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**City Secretary**
Subject:	**Boards, Commission and Committee Appointments - Consideration and/or action appointing Mr. Richard Gonzales to the Historical Preservation Committee. (B. Dennis/Mayor-Council)**

BACKGROUND

The City Secretary's department received a volunteer application from Mr. Richard Gonzales to serve on the Historical Preservation Committee. Mr. Gonzales application was vetted through the Interview Committee and shared with the Chair and Vice Chair of the Committee. It was the consensus that Mr. Gonzales would be a good fit to fill one of the vacancies that currently exist on the Historical Preservation Committee.

Staff recommends the appointment of Mr. Richard Gonzales.

Agenda No. 13.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Finance**
Subject:	**Resolution No. 21-R-19 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz, Texas authorizing a contract for bank depository services between the City of Schertz and Schertz Bank and Trust. (M. Browne/B. James/J. Walters)**

BACKGROUND

The City solicited proposals for bank depository services on Dec 16, 2021. Proposals were requested to ensure the City is being provided excellent service at a competitive rate with a financial institution that is financially strong. The depository contract is for a term of three-years with two one-year renewal options for a total of five-years. The deadline for submitting proposals was 11 a.m. CDST on January 14, 2021.

Currently Schertz Bank & Trust is the City depository. The existing depository contract was for a three-year term with two one-year renewal options.

On January 14, 2021, three banks submitted proposals to the City. The three banks are Schertz Bank and Trust, Frost Bank, and First United. The proposals were evaluated based on the following criteria: Customer Service, Financial Cost/Benefit, Banking History & Financial Strength, and Performance. The bank depository proposals were reviewed by a selection committee made up of staff members that have regular contact with the depository. They represented areas including accounts payable, accounts receivable, account reconciliation, special agreement execution between the City and a Customer, and investments.

Based on the evaluation criteria the selection committee unanimously to recommend Schertz Bank & Trust to continue providing depository services to the City. This agreement can be terminated at anytime during the contract period. Upon termination or completion of the contract terms, the City will put another request for proposals to evaluate depositories for a new contract.

GOAL

To put in place a new contract for depository services going forward that provides services, great customer service, and accessibility to City funds as needed in normal operations and during crisis.

COMMUNITY BENEFIT

A depository serves as a safekeeping and safeguarding institution for the community's funds.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 21-R-19 to engage in a depository contract with Schertz Bank and Trust for a 3 year term with an 2 additional 1 year extension options.

FISCAL IMPACT

There was no proposed changes to the fee structure for the City of Schertz. The rates will remain the same.

RECOMMENDATION

Staff recommends approval of Resolution 21-R-19.

Attachments

Resolution 21-R-19

Agreement

Evaluation Summary

RESOLUTION NO. 21-R-19

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A BANK DEPOSITORY AGREEMENT WITH SCHERTZ BANK AND TRUST AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz has the need to have a Bank Depository agreement with a local financial institution; and

WHEREAS, City Staff has completed a competitive procurement to identify the companies with the best value on behalf of the City; and

WHEREAS, City staff of the City of Schertz (the "City") has recommended that the City enter into a Bank Depository agreement with Schertz Bank and Trust; and

WHEREAS, the agreement shall become effective upon the date of final signature on the agreement and shall remain in effect through September 30, 2024, with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in the agreement.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with Schertz Bank and Trust in substantially the form set forth on Exhibit A.

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2021.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary

(CITY SEAL)

EXHIBIT A

_____ AGREEMENT

CITY OF SCHERTZ

BANK DEPOSITORY AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Bank Depository Agreement (this "Agreement") is dated and effective (Date)_____ by and between the CITY OF SCHERTZ, TEXAS (the "City") and Schertz Bank and Trust (the "Bank"), a bank chartered by the State of Texas.

Recitals

WHEREAS, the City desires to enter into a depository contract for the deposit of the City's public funds; and

WHEREAS, the Bank has submitted a current statement showing the financial condition of the Bank of even date with the Bank's application to serve as depository; and

WHEREAS, the City, after due consideration of all proposals for City depository, has selected the Bank as the applicant offering the most favorable terms and conditions for the handling of the City's funds.

NOW, THEREFORE, the City and the Bank agree as follows:

Section 1. Designation as Depository

The City, through action of its City Council, hereby designates the Bank as its depository for banking services for a three (3) year period commencing on the execution date and extending through September 30, 2024 with two (2) options for one (1) year extensions.

Section 2. Designation of Custodian

The City and Bank hereby designate Frost National Bank (the "Custodian") to hold in trust, according to the terms and conditions of the City Request for Proposal, dated December 21, 2020 (the "RFP") and pursuant to a separate Safekeeping Agreement, attached as Exhibit A, all securities pledged as depository collateral in accordance with the City's Investment Policy.

Any and all fees from the Custodian associated with the safekeeping of securities pledged to the benefit of the City shall be borne by the Bank.

Section 3. Collateral

City time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral, acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257, as amended), pledged by the Bank and held in trust by the Custodian named in Section 2 in an amount equal to

at least 102% of the total of those funds. The Custodian will provide a monthly report of the collateral directly to the City.

The selection of such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specifically authorized representatives of the Bank, as set forth on Exhibit B. The Bank shall have the right, with the prior written consent of the City, to substitute or replace any or all of the pledged securities with collateral acceptable to the City.

Section 4. Financial Position

The Bank will provide the City with a statement of its financial position on at least a quarterly basis. The Bank will provide an annual statement audited by its independent auditors including a letter as to its "fair representation."

Section 5. Authorized City Representative

For the term of this contract, the City and Bank designate the individuals as listed in Exhibit B as authorized to represent and act for the City and the Bank, respectively, in any and all matters including collateral assignment and substitution, and, upon further written authorization by the City with respect to the designated Bank officials, execution of agreements and transfers of funds. Any change in these representatives by either party will be made in writing to the other party.

Section 6. Scope of Services

The Bank's response to the RFP (the "Response") is attached as Exhibit C, and is incorporated into this Agreement for all purposes. If any provisions of the Response and this Agreement are in conflict, this Agreement will control. The City hereby designates its choice of Option Two for Bank Deposit Services under Attachment A to the Response (maintenance of $500,000 combined average collected balance in lieu of Account Analysis fees).

The Bank shall provide or perform those banking services detailed in the Response (the "Services") at the rates stated. The Bank shall document the charges for the Services on a monthly account analysis submitted by the Bank to the City. The City shall, within ten (10) business days of receipt of a billing accompanied by documentation reasonably required by the City and subject to the review and approval of the Finance Director of the City make provision for payment to the Bank for Services performed in accordance with the fees stipulated in the Response.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, tum over to its successor all funds, City-owned securities, property, and things of value held as depository.

The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits, and Bank may accept such deposits subject to the terms of the Bank's Response.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

Section 7. Bank Compensation

Subject to the service Option selected by the City in Section 6, the Bank will be compensated for any and all services rendered to City under this Agreement. The Bank agrees to offset monthly service fees against its customary earnings credit for balances in the City's own- interest bearing accounts.

Section 8. Default

The Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt", "insolvent", or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure, or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Agreement. The City is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds in excess of the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement or otherwise under law and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

Section 9. Non-Assignability

This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

Section 10. Amendment

This Agreement shall remain in full force and effect until the end of its term or until amended, cancelled, or superseded by a new bank depository contract. No provisions of this Agreement shall be deemed waived, amended, or modified by either party unless and until such waiver, amendment, or modification is in writing and signed by the parties to this Agreement.

Section 11. Termination

This Agreement may be terminated by the City at any time with or without cause by giving thirty (30) days prior written notice to the Bank.

Section 12. Notices

All notices and correspondence to the City by the Bank or to the Bank by the City shall be deemed given when either delivered in person or deposited in the U.S. Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to the appropriate party at the following address:

If to the City: City of Schertz
Attention: City Manager
1400 Schertz Parkway
Schertz, Texas 78154

If to the Bank: _____
_____
_____
_____

Section 13. Governing Law

All applicable provisions and requirements of the laws of the State of Texas and the FDIC governing depositories for the City shall be a part of this Agreement.

Section 14. Precedence of Agreement

This Agreement and attached Exhibits A, B, and C constitute the sole and only agreement between the parties hereto with respect to the subject matter hereof and supersede any prior understanding, written or oral, between the parties respecting the matters herein contained.

Section 15. Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 16. Bank Authorization

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

[The remainder of this page intentionally left blank.]

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

CITY OF SCHERTZ

By: _____

Name: Dr. Mark Browne

Title: City Manager

BANK

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A

Safekeeping Agreement

EXHIBIT B

Authorized Representatives

For the term of this Agreement, the City and the Bank designate the individuals listed below as authorized to represent and act for the City and the Bank, respectively, in any and all matters including collateral assignment and substitution, and, upon further written authorization by the City with respect to Bank officials, execution of agreements and transfers of funds. Any changes in these representatives by either party will be made in writing to the other party.

CITY OF SCHERTZ **TBD**

Dr. Mark Browne, City Manager

Brian James, Assistant City Manager

James Walters, Finance Director

BID/RFP# 2021-003 **EVALUATION SUMMARY**

Project Name: BANK DEPOSITORY SERVICES **Date:** 1/19/2021

INSTRUCTIONS: Enter a number 0 through 4 for each category for each proposer.You may use 0.25 increments if necessary.

0 = Not Compliant, 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent

You may NOT enter a number higher than 4.0. An explanation is required for a score of 0

Criteria	Points	FROST BANK	FIRST UNITED BANK	SCHERTZ BANK
CUSTOMER SERVICE	40	3.25	2.33	3.83
		32.50	**23.33**	**38.33**
FINANCIAL BENEFITS	20	3.17	2.25	3.50
		15.83	**11.25**	**17.50**
BANK HISTORY AND FINANCIAL STRENGTH	20	3.83	2.67	3.50
		19.17	**13.33**	**17.50**
PERFORMANCE	20	3.67	2.25	3.33
		18.33	**11.25**	**16.67**
Average Total %	**100**	85.83	59.17	90.00
Rank		2.00	3.00	1.00

Agenda No. 14.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Public Works**
Subject:	**Resolution 21-R-25 - Consideration and/or action approving a Resolution by the City Council of the City of Schertz authorizing the City Manager to amend the Design-Build Agreement with F.A. Nunnelly for the Fleet Maintenance Building Project and other matters in connection therewith. (C. Kelm/S. Williams/S. McClelland)**

BACKGROUND

The City of Schertz has an existing building (Building 27 – Commercial Place), that was earmarked to be renovated into a state of the art Fleet Maintenance Building. The renovations to the building include creation of office spaces, fleet shop area, and sign shop.

An RFQ was issued in Spring 2020 for a Design-Build firm that will handle turnkey approach to renovations from Design through Construction. The City Council authorized staff to negotiate and enter into a contract with F.A. Nunnely Company (FAN). On June 6, 2021 the contract with FAN was finalized.

Schematic, Design and Construction Documents were completed and issued to City staff for review. In December 2020 and January 2021 comments from City following review from all City Departments of the plans and specifications were issued to FAN. FAN made final plan and specification changes and placed set out to bid.

The bid opening was delayed due to the winter storm. Bids were received and opened on March 5, 2021. The project had good interest from the local construction community and received bids from over 30 subcontractors. Guaranteed Maximum Price (GMP) was submitted to City staff for review and discussion on March 8, 2021. A revised GMP, following discussions with City, was submitted on March 17, 2021. A meeting to discuss the GMP was held on March 18, 2021.

GOAL

Award Guaranteed Maximum Price (GMP) in the amount of $1,372,794 to FA Nunnelly for construction of the renovations of Building 27.

COMMUNITY BENEFIT

Having a dedicated fleet maintenance building allows the City to effectively and efficiently maintain, service, and repair the City's Fleet Vehicles. Having this space will reduce the amount of money spent on third-party repairs such as dealerships and will increase the overall life expectancy of the City's Fleet.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Resolution 21-R-25.

FISCAL IMPACT

Funding for the project was issued in a Facilities Improvement Bond. The current Gross Maximum Price for Construction or Renovation is $1,372,794.00. The total project cost to include fixtures, furniture, equipment, vehicle lifts, tools, and access controls is $1,846,814.00. These costs are in the current funding available.

RECOMMENDATION

Staff recommends Council approve Resolution 21-R-25.

Attachments

Resolution-21-R-25-2

Transportation Facility Costs

Contract Draft

RESOLUTION NO. 21-R-25

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO AMEND THE DESIGN-BUILD AGREEMENT WITH F.A. NUNNELLY FOR THE FLEET MAINTENANCE BUILDING PROJECT AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the "City") has identified the building at 27 Commercial Place for renovation for the Fleet Maintenance Building; and

WHEREAS, the City has entered into an agreement for design-build services for the design and renovation of 27 Commercial Place with F.A. Nunnelly; and

WHEREAS, F.A. Nunnelly has completed the design and bidding for the project in order to set a guaranteed maximum price ("GMP") for the construction phase of the project; and

WHEREAS, City has dedicated Facilities Maintenance Improvement Bond funds for the completion of this project.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver an amendment to the Agreement with F.A. Nunnelly in substantially the same form as Exhibit A and based on the GMP estimate in Exhibit B.

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of April, 2021

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary

(CITY SEAL)

Project Name	City of Schertz Transportation Facility - Rev1
Estimator	GV
Job Size	15,700 sf
Duration	3 mo
Estimate Date	17-Mar-2021 9:00 AM
Building Area	15,700 sf

GMP Estimate - Rev1

ESTIMATE TOTAL: $1,372,794

PROJECT: City of Schertz Transportation Facility - Rev1
LOCATION: San Antonio, TX
BID DATE: 17th March 2021
BID TIME: 9:00 AM
ARCHITECT: RVK Architects

Building Area (SF): 15,700
Project Duration (Mo): 11
Addenda #: 1
Estimator: GV
Estimate No.: 20-014

SPEC SECTION	Bid Tab Description	GMP Estimate	Updated DD Estimate	Over / Under
Division 01a				
01 10 00	General Conditions	$103,986	$103,986	$0
Division 01b				
01 20 00	General Requirements	$32,187	$32,187	$0
01 20 00	Extra Month of General Conditions	$0	$0	$0
01 30 00	90% Design & Precon Fees	$157,000	$157,000	$0
01 40 00	Final 10% Design & Precon Fees	$17,247	$18,586	($1,339)
01 50 00	Additional Design Fees Beyond Original Budget	$9,213	$9,213	$0
Division 02				
02 10 00	Silt Fence & Concrete Washout Pit	$750	$0	$750
02 30 10	Selective Building Demolition & Clean	$15,327	$7,000	$8,327
Division 03				
03 30 00	Building Concrete	$84,312	$59,500	$24,812
03 60 00	Stained & Sealed Concrete	$12,398	$20,750	($8,352)
Division 04				
Division 05				
05 10 00	Steel Fabrication	$25,536	$35,490	($9,954)
05 10 00	Steel Installation	$5,523	$6,789	($1,266)
Division 06				
06 10 00	Rough Carpentry	$950	$500	$450
06 40 00	Architectural Woodwork & Solid Surface Countertops	$4,235	$6,174	($1,939)
Division 07				
07 10 00	Waterproofing & Sealants	$8,673	$15,000	($6,327)
07 40 00	Building Insulation	$74,796	$53,624	$21,172
07 60 00	Misc. Sheet Metal	$6,876	$6,876	$0

GMP Estimate - Rev1

ESTIMATE TOTAL: $1,372,794

PROJECT: City of Schertz Transportation Facility - Rev1
LOCATION: San Antonio, TX
BID DATE: 17th March 2021
BID TIME: 9:00 AM
ARCHITECT: RVK Architects

Building Area (SF): 15,700
Project Duration (Mo): 11
Addenda #: 1
Estimator: GV
Estimate No.: 20-014

SPEC SECTION	Bid Tab Description	GMP Estimate	Updated DD Estimate	Over / Under
Division 08				
08 10 00	Interior Doors / Hardware and Windows	$13,343	$9,573	$3,770
08 30 00	Overhead Doors Replacement	$0	$0	$0
08 30 00	Overhead Doors & Shutters (insulation & Recalibration)	$28,450	$32,476	($4,026)
08 30 00	Weatherization of Sign Shop Overhead Door	$2,827	$4,500	($1,673)
Division 09				
09 10 00	Framing & Drywall / Ceilings	$32,959	$45,460	($12,501)
09 50 00	Resilient Base	$330	$330	$0
09 90 00	Painting	$17,880	$27,772	($9,892)
09 90 00	Shop Structure, etc. Interior Touch-up Paint Budget	$0	$0	$0
09 90 00	Exterior Painting Touch-up Budget	$0	$0	$0
Division 10				
10 25 00	Exterior Signage	$0	$0	$0
10 30 00	Specialties (Toilet Accessories, FEC, Lockers)	$7,481	$5,825	$1,656
10 52 00	Knox Box	$1,200	$0	$1,200
Division 11				
11 52 00	Shop Equipment	$0	$0	$0
Division 12				
12 10 00	Window Treatments	$0	$0	$0
Division 13				
Division 14				
Division 21				
21 00 00	Fire Suppression & New Fire Riser	$48,776	$35,997	$12,779
Division 22				
22 00 00	Plumbing(Incl'd Compressed Air Commissioning)	$88,847	$85,000	$3,847
22 00 10	Vehicle Wash Plumbing	$0	$0	$0

GMP Estimate - Rev1

ESTIMATE TOTAL: $1,372,794

PROJECT: City of Schertz Transportation Facility - Rev1
LOCATION: San Antonio, TX
BID DATE: 17th March 2021
BID TIME: 9:00 AM
ARCHITECT: RVK Architects

Building Area (SF): 15,700
Project Duration (Mo): 11
Addenda #: 1
Estimator: GV
Estimate No.: 20-014

SPEC SECTION	Bid Tab Description	GMP Estimate	Updated DD Estimate	Over / Under
Division 23				
23 00 00	HVAC & HVLS Fans	$178,443	$198,205	($19,762)
Division 26				
26 00 00	Electrical & Fire Alarm	$193,051	$314,623	($121,572)
Division 27				
Division 28				
Division 31				
31 10 00	Earthwork	$0	$0	$0
Division 32				
32 20 00	Concrete Paving	$0	$0	$0
32 40 00	Interior Fencing & Gates	$10,198	$6,318	$3,880
32 40 02	Exterior Fencing & Gates	$0	$0	$0
Division 33				
33 00 00	Site Utilities	$26,020	$29,202	($3,182)
33 00 20	Vehicle Wash Storm Drainage	$0	$0	$0
33 00 30	Vehicle Wash Oil / Water Separator	$0	$0	$0
Division 34				
	SUB TOTAL	$1,208,814	$1,327,956	($119,142)
0.160%	BUILDER'S RISK INSURANCE	$2,196	$2,297	($101)
0.720%	GENERAL LIABILITY & UMBRELLA INSURANCE	$9,884	$10,336	($452)
2.000%	PAYMENT & PERFORMANCE BOND	$24,176	$26,559	($2,383)
	SUB TOTAL	$1,245,071	$1,367,148	($122,077)
	BUILDING PERMIT	$0	$0	$0
	SUB TOTAL	$1,245,071	$1,367,148	($122,077)

GMP Estimate - Rev1

ESTIMATE TOTAL: $1,372,794

PROJECT: City of Schertz Transportation Facility - Rev1
LOCATION: San Antonio, TX
BID DATE: 17th March 2021
BID TIME: 9:00 AM
ARCHITECT: RVK Architects

Building Area (SF): 15,700
Project Duration (Mo): 11
Addenda #: 1
Estimator: GV
Estimate No.: 20-014

SPEC SECTION	Bid Tab Description	GMP Estimate	Updated DD Estimate	Over / Under
	Contractor's Construction Contingency	$37,352	$0	$37,352
	City Comments Contingency	$25,000	$0	$25,000
		$1,307,423	$1,367,148	($59,725)
5.00%	FAN FEE	$65,371	$68,357	($2,986)
	SUB TOTAL	$1,372,794	$1,435,505	($62,711)
8.25%	REMODEL SALES TAX	$0	$0	$0
	ESTIMATE TOTAL	$1,372,794	$1,435,505	($62,711)

F.A. Nunnelly General Contractor

GENERAL CONDITIONS

Project: Schertz Transportation Facility
Location: Schertz, TX
Bid Date: 17th March 2021
Architect: RVK Architects
Estimate #: 20-014
Addenda #: 0

ESTIMATED PROJECT COST: $1,372,794
DURATION IN MONTHS: 3
DURATION IN WEEKS: 13
SALES TAX ON GC'S: 0.00%

Print Date: 17-Mar-21
Print Time: 9:06 AM

7.43% TOTAL GENERAL CONDITIONS:	$101,986	MONTHLY:	$33,995	WEEKLY:	$7,851

ITEM CODE	DESCRIPTION	QTY	UOM	MATERIAL UNIT PRICE	MATERIAL TOTAL	LABOR UNIT PRICE	LABOR TOTAL	EQUIPMENT UNIT PRICE	EQUIPMENT TOTAL	SUBCONTRACT UNIT PRICE	SUBCONTRACT TOTAL	TOTAL
11000	**SUPERVISION**											
11010	Project Executive	0	WEEK	$0.00	$0	$4,370	$0	$0.00	$0	$0.00	$0	$0
11015	Project Manager 50%	7	WEEK	$0.00	$0	$2,900	$19,909	$0.00	$0	$0.00	$0	$19,909
11015	Project Engineer #1	0	WEEK	$0.00	$0	$1,950	$0	$0.00	$0	$0.00	$0	$0
11020	Project Engineer #2	0	WEEK	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11025	Project Superintendent 110%	14	WEEK	$0.00	$0	$3,425	$47,594	$0.00	$0	$0.00	$0	$47,594
11035	Assist. Superintendent #1	0	WEEK	$0.00	$0	$1,950	$0	$0.00	$0	$0.00	$0	$0
11040	Assist. Superintendent #2	0	WEEK	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11045	Project Administrator 17%	2	WEEK	$0.00	$0	$1,365	$2,882	$0.00	$0	$0.00	$0	$2,882
11050	MEP Coordinator	0	WEEK	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11060	QA/QC Manager	0	WEEK	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11065	Project Scheduler	0	WEEK	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11000	**SUPERVISION VEHICLE & GAS**											
11010	Project Executive Vehicle	0	MOS	$705.00	$19	$0	$0	$0.00	$0	$0.00	$0	$19
11010	Project Executive Gas	0	MOS	$550.00	$2	$0	$0	$0.00	$0	$0.00	$0	$2
11015	Project Manager Vehicle	2	MOS	$705.00	$1,117	$0	$0	$0.00	$0	$0.00	$0	$1,117
11020	Project Engineer #1 Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11025	Project Engineer #2 Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11030	Project Superintendent Vehicle	3	MOS	$705.00	$2,261	$0	$0	$0.00	$0	$0.00	$0	$2,261
11010	Project Superintendent Gas	0	MOS	$645.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11040	Assistant Superintendent #1 Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11045	Assistant Superintendent #2 Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11055	MEP Coordinator Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11060	QA/QC Manager Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11065	Project Scheduler Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11000	**SUPERVISION CELL PHONE**											
11010	Project Executive Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11015	Project Manager Cell Phone	2	MOS	$85.00	$135	$0	$0	$0.00	$0	$0.00	$0	$135
11020	Project Engineer #1 Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11025	Project Engineer #2 Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11030	Project Superintendent Cell Phone	3	MOS	$85.00	$273	$0	$0	$0.00	$0	$0.00	$0	$273
11040	Assistant Superintendent #1 Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11045	Assistant Superintendent #2 Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11050	Project Administrator Cell Phone	0	MOS	$85.00	$41	$0	$0	$0.00	$0	$0.00	$0	$41
11055	MEP Coordinator Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11060	QA/QC Manager Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11065	Project Scheduler Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
	SUBTOTALS - SUPERVISION				**$3,847**		**$70,384**		**$0**		**$0**	**$74,231**
12000	**BONDS / INSURANCE / PERMITS**											
12025	Special Insurance	0	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
12045	Delay Insurance	0	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
	SUBTOTAL - BONDS/INSURANCE/PERMITS				**$0**		**$0**		**$0**		**$0**	**$0**
13000	**ENGINEERING SERVICES**											
13055	Initial Construction Schedule	0	LSUM	$500.00	$0	$2,000.00	$0	$0.00	$0	$0.00	$0	$0
13065	Concrete Testing	0	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
13070	Soil Testing	0	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
13075	Professional Testing Lab Services	0	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
	SUBTOTAL - ENGINEERING SERVICES				**$0**		**$0**		**$0**		**$0**	**$0**

F.A. Nunnelly General Contractor

GENERAL CONDITIONS

Project: Schertz Transportation Facility
Location: Schertz, TX
Bid Date: 17th March 2021
Architect: RVK Architects
Estimate #: 20-014
Addenda #: 0

ESTIMATED PROJECT COST: $1,372,794
DURATION IN MONTHS: 3
DURATION IN WEEKS: 13
SALES TAX ON GC'S: 0.00%

Print Date: 17-Mar-21
Print Time: 9:06 AM

7.43% TOTAL GENERAL CONDITIONS: $101,986 MONTHLY: $33,995 WEEKLY: $7,851

ITEM CODE	DESCRIPTION	QTY	UOM	MATERIAL UNIT PRICE	MATERIAL TOTAL	LABOR UNIT PRICE	LABOR TOTAL	EQUIPMENT UNIT PRICE	EQUIPMENT TOTAL	SUBCONTRACT UNIT PRICE	SUBCONTRACT TOTAL	TOTAL
14000	PROJECT OFFICE / SUPPLIES											
14025	Contractors Office **1**	3	MOS	$0.00	$0	$0.00	$0	$850.00	$2,550	$0.00	$0	$2,550
14030	Set-up/Demob. Contractors Office Trailer	1	EACH	$0.00	$0	$750.00	$750	$0.00	$0	$750.00	$750	$1,500
14035	Contractors-Furniture/Equipment	1	LSUM	$0.00	$0	$0.00	$0	$1,000.00	$1,000	$0.00	$0	$1,000
14020	Architects/Inspectors-Furniture/Equip	0	LSUM	$0.00	$0	$0.00	$0	$1,000.00	$0	$0.00	$0	$0
14040	Office Maintence	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
14050	Computers and Programs	2	EACH	$0.00	$0	$0.00	$0	$5,650.00	$11,300	$0.00	$0	$11,300
14065	Job Office Supplies	3	MOS	$150.00	$450	$0.00	$0	$0.00	$0	$0.00	$0	$450
14070	Copier / Printer	3	MOS	$0.00	$0	$0.00	$0	$150.00	$450	$0.00	$0	$450
14075	Computer & Office Network System	3	MOS	$0.00	$0	$0.00	$0	$500.00	$1,500	$0.00	$0	$1,500
14090	Postage/Overnight Mail/Courier	0	MOS	$100.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
14100	Small Tools & Hardware	3	MOS	$0.00	$0	$0.00	$0	$300.00	$900	$0.00	$0	$900
14105	Final Project Photographs	1	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$2,130.00	$2,130	$2,130
14110	Blueprints	4	SETS	$300.00	$1,200	$0.00	$0	$0.00	$0	$0.00	$0	$1,200
14115	Project Signs	0	EACH	$1,400.00	$0	$600.00	$0	$0.00	$0	$0.00	$0	$0
	SUBTOTAL - PROJECT OFFICE/SUPPLIES				**$1,650**		**$750**		**$17,700**		**$2,880**	**$22,980**
15000	TEMPORARY SUPPORT FACILITIES											
15025	Temporary Electric Service - Trailers	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$150.00	$0	$0
15030	Electric Bill - Construction Power	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$800.00	$0	$0
15035	Start-up Power/Testing	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$8,000	$0	$0
15060	Water Bill - Construction Water	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$150.00	$0	$0
15076	Jobsite Security (Cameras, etc.)	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$1,200.00	$0	$0
	SUBTOTAL - TEMPORARY SUPPORT FACILITIES				**$0**		**$0**		**$0**		**$0**	**$0**
16000	GENERAL SUPPORT ACTIVITY											
16015	Safety - Drug Testing	2	EACH	$0.00	$0	$0.00	$0	$0.00	$0	$50.00	$100	$100
16025	Safety - Personal Equipment/Supplies	3	MOS	$100.00	$300	$0.00	$0	$0.00	$0	$0.00	$0	$300
16052	AGC Dues & Safety Fees	1	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$1,300.00	$1,300	$1,300
16055	General Daily Clean-up **0.25**	3.618	WEEK	$0.00	$0	$850	$3,075	$0.00	$0	$0.00	$0	$3,075
16095	Parking Costs	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
	SUBTOTAL - GENERAL SUPPORT ACTIVITY				**$300**		**$3,075**		**$0**		**$1,400**	**$4,775**
	SUBTOTAL - EQUIPMENT				**$0**		**$0**		**$0**		**$0**	**$0**
18000	EXPENSES											
18010	PM Travel / Relocation Expenses	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$2,500.00	$0	$0
18015	Superintendent Travel / Relocation Expenses	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$5,000.00	$0	$0
18020	Home Office Travel Expenses	0	TRIPS	$0.00	$0	$0.00	$0	$0.00	$0	$500.00	$0	$0
18050	Contract Review/Negotiation	0	LSUM	$0.00	$0	$2,000.00	$0	$0.00	$0	$0.00	$0	$0
	SUBTOTAL - EXPENSES				**$0**		**$0**		**$0**		**$0**	**$0**
	TOTAL GENERAL CONDITIONS				**$5,797**		**$74,209**		**$17,700**		**$4,280**	**$101,986**

F.A. Nunnelly General Contractor

GENERAL REQUIREMENTS

Project: Schertz Transportation Facility
Location: Schertz, TX
Bid Date: 17th March 2021
Architect: RVK Architects
Estimate #: 20-014
Addenda #: 0

ESTIMATED PROJECT COST: $1,372,794
DURATION IN MONTHS: 3
DURATION IN WEEKS: 13
SALES TAX ON GC'S: 0.00%

Print Date: 17-Mar-21
Print Time: 9:06 AM

1.69% TAL GENERAL REQUIREMENTS:	$23,187	MONTHLY:	$7,729	WEEKLY:	$1,785

ITEM CODE	DESCRIPTION	QTY	UOM	MATERIAL UNIT PRICE	MATERIAL TOTAL	LABOR UNIT PRICE	LABOR TOTAL	EQUIPMENT UNIT PRICE	EQUIPMENT TOTAL	SUBCONTRACT UNIT PRICE	SUBCONTRACT TOTAL	TOTAL
11000	**SUPERVISION**											
11035	Assistant Superintendent	0	WEEK	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11050	MEP Coordinator	0	WEEK	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11060	QA/QC Manager	0	WEEK	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11065	Project Scheduler	0	WEEK	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11000	**SUPERVISION VEHICLE**											
11040	Assistant Superintendent Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11055	MEP Coordinator Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11060	QA/QC Manager Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11065	Project Scheduler Vehicle	0	MOS	$710.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11000	**SUPERVISION CELL PHONE**											
11040	Assistant Superintendent Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11055	MEP Coordinator Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11060	QA/QC Manager Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
11065	Project Scheduler Cell Phone	0	MOS	$85.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
	SUBTOTALS - SUPERVISION				**$0**		**$0**		**$0**		**$0**	**$0**
13000	**ENGINEERING SERVICES**											
13010	As-Built Drawings and Surveys	2	SETS	$600.00	$1,200	$0.00	$0	$0.00	$0	$0.00	$0	$1,200
13020	Professional Surveyor	0	DAYS	$0.00	$0	$0.00	$0	$0.00	$0	$1,000.00	$0	$0
13035	Layout Supplies	6	WEEK	$100.00	$600	$0.00	$0	$0.00	$0	$0.00	$0	$600
13040	Layout Equipment (Total Station)	1	LSUM	$0.00	$0	$0.00	$0	$3,000.00	$3,000	$0.00	$0	$3,000
13060	Monthly Schedule Updates	0	MOS	$50.00	$0	$200.00	$0	$0.00	$0	$0.00	$0	$0
	SUBTOTAL - ENGINEERING SERVICES				**$1,800**		**$0**		**$3,000**		**$0**	**$4,800**
15000	**TEMPORARY SUPPORT FACILITIES**											
15015	Temporary Power Hookup	1	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$7,500.00	$7,500	$7,500
15020	Temporary Fire Extiguishers	4	EACH	$55.00	$220	$0.00	$0	$0.00	$0	$0.00	$0	$220
15035	Temporary Start-up HVAC	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$15,000	$0	$0
15055	Temporary Water Connection	1	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$400.00	$400	$400
15045	Temporary Heaters	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
15050	Temporary Fuel Bill	0	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
15065	Drinking Water + Ice	3	MOS	$50.00	$150	$100.00	$300	$0.00	$0	$0.00	$0	$450
15070	Temporary Toilets **2**	6	MOS	$0.00	$0	$0.00	$0	$0.00	$0	$225.00	$1,350	$1,350
15075	Temporary Site & Security Fence	0	LNFT	$0.00	$0	$0.00	$0	$0.00	$0	$4.50	$0	$0
15080	Site Storage	0	MOS	$0.00	$0	$0.00	$0	$500.00	$0	$0.00	$0	$0
	SUBTOTAL - TEMPORARY SUPPORT FACILITIES				**$370**		**$300**		**$0**		**$9,250**	**$9,920**

F.A. Nunnelly General Contractor

GENERAL REQUIREMENTS

Project: Schertz Transportation Facility
Location: Schertz, TX
Bid Date: 17th March 2021
Architect: RVK Architects
Estimate #: 20-014
Addenda #: 0

ESTIMATED PROJECT COST: $1,372,794
DURATION IN MONTHS: 3
DURATION IN WEEKS: 13
SALES TAX ON GC'S: 0.00%

Print Date: 17-Mar-21
Print Time: 9:06 AM

1.69% TAL GENERAL REQUIREMENTS:	$23,187	MONTHLY:	$7,729	WEEKLY:	$1,785

ITEM CODE	DESCRIPTION	QTY	UOM	MATERIAL UNIT PRICE	MATERIAL TOTAL	LABOR UNIT PRICE	LABOR TOTAL	EQUIPMENT UNIT PRICE	EQUIPMENT TOTAL	SUBCONTRACT UNIT PRICE	SUBCONTRACT TOTAL	TOTAL
16000	GENERAL SUPPORT ACTIVITY											
16010	Safety - Signage	2	EACH	$100.00	$200	$0.00	$0	$0.00	$0	$0.00	$0	$200
16020	Safety - Slab Barricades/Perimeter Cables	0	LNFT	$4.00	$0	$3.00	$0	$0.00	$0	$0.00	$0	$0
16030	Safety - Barricade/Access	0	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
16040	Temporary Heat / Winter Protection	0	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
16045	Sheeting & Shoring	0	SQFT	$0.00	$0	$0.00	$0	$0.00	$0	$20.00	$0	$0
16050	Temporary Partitions	0	SQFT	$2.00	$0	$2.00	$0	$0.00	$0	$0.00	$0	$0
16060	Final Clean-Up	15,700	SQFT	$0.00	$0	$0.00	$0	$0.00	$0	$0.20	$3,140	$3,140
16065	Clean Windows	0	SQFT	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0
16070	Punchlist	0	WEEK	$0.00	$0	$0	$0	$0.00	$0	$0.00	$0	$0
16075	Trash Chutes	0	FLOOR	$0.00	$0	$0.00	$0	$0.00	$0	$500.00	$0	$0
16080	Dumpster Rental **1**	3	MOS	$0.00	$0	$0.00	$0	$30.00	$90	$0.00	$0	$90
16085	Dumpster Pulls **0.75**	10	TRIP	$0.00	$0	$0.00	$0	$0.00	$0	$510.00	$5,037	$5,037
16100	Parking Lot Sweeping	0	LSUM	$0.00	$0	$0.00	$0	$0.00	$0	$1,500.00	$0	$0
	SUBTOTAL - GENERAL SUPPORT ACTIVITY				**$200**		**$0**		**$90**		**$8,177**	**$8,467**
17000	EQUIPMENT											
17020	Personnel Hoist (Common Laborer)	0	MOS	$150.00	$0	$855	$0	$5,000.00	$0	$0.00	$0	$0
17025	Personnel Hoist-Erection/Dismantling	0	EACH	$0.00	$0	$0.00	$0	$0.00	$0	$2,500.00	$0	$0
17030	Personnel Hoist-Platforms/Landings	0	EACH	$0.00	$0	$0.00	$0	$0.00	$0	$850.00	$0	$0
17035	Crawler Cranes (Large Equip Operator)	0	MOS	$500.00	$0	$0	$0	$15,000.00	$0	$0.00	$0	$0
17040	Crawler Crane-Erection/Dismantling	0	EACH	$0.00	$0	$0.00	$0	$0.00	$0	$3,000.00	$0	$0
17045	Truck Cranes (Large Equip Operator)	0	MOS	$750.00	$0	$0	$0	$18,000.00	$0	$0.00	$0	$0
17050	Truck Crane-Erection/Dismantling	0	EACH	$0.00	$0	$0.00	$0	$0.00	$0	$3,000.00	$0	$0
17055	Tower Cranes (Large Equip Operator)	0	MOS	$1,000.00	$0	$0	$0	$25,000.00	$0	$0.00	$0	$0
17060	Tower Crane-Erection/Dismantling	0	EACH	$0.00	$0	$0.00	$0	$0.00	$0	$8,500.00	$0	$0
17065	Tower Crane-Jumping	0	EACH	$0.00	$0	$0.00	$0	$0.00	$0	$5,000.00	$0	$0
17070	Tower Crane-Foundation	0	EACH	$0.00	$0	$0.00	$0	$0.00	$0	$30,000.00	$0	$0
17075	Freight on Cranes/Hoists	0	TRIP	$0.00	$0	$0.00	$0	$0.00	$0	$5,000.00	$0	$0
17085	Temp Elevator Operator (Common Laborer)	0	MOS	$0.00	$0	$855	$0	$0.00	$0	$0.00	$0	$0
17090	Temporary Elevator Protection/Cleanup/Repair	0	EACH	$500.00	$0	$500.00	$0	$0.00	$0	$1,000.00	$0	$0
17095	Fork Lifts (Small Equip Operator)	0	MOS	$150.00	$0	$0	$0	$1,500.00	$0	$0.00	$0	$0
17100	Jobsite Transportation	0	MOS	$100.00	$0	$0.00	$0	$500.00	$0	$0.00	$0	$0
17105	Scaffolds	0	SQFT	$0.00	$0	$0.00	$0	$1.00	$0	$0.00	$0	$0
17110	Backhoe (Small Equp Operator)	0	MOS	$250.00	$0	$0	$0	$2,200.00	$0	$0.00	$0	$0
17115	Skytrack (Small Equip Operator)	0	MOS	$0.00	$0	$0	$0	$3,500.00	$0	$0.00	$0	$0
17125	Air Compressors	0	EACH	$0.00	$0	$0.00	$0	$200.00	$0	$0.00	$0	$0
	SUBTOTAL - EQUIPMENT				**$0**		**$0**		**$0**		**$0**	**$0**
	TOTAL GENERAL CONDITIONS				**$2,370**		**$300**		**$3,090**		**$17,427**	**$23,187**

F.A. NUNNELLY
GENERAL CONTRACTOR

Schertz Transportation Facility

GMP ESTIMATE QUALIFICATIONS

17th March 2021

Division 1

Inclusions

1.1 Estimate based upon 90% Construction Documents published by RVK 16th December 2020
1.2 90% Design and Preconstruction fees and final 10% Design and Preconstruction fees
1.3 General Liability and builders risk insurance
1.4 Payment and performance bond
1.6 Contractor's Construction Contingency
1.7 Republic dumpster service

Exclusions

1.1 Structural work in shop area
1.2 Project signage, professional surveying, temporary site & security fencing, parking lot sweeping
1.3 Civil and site improvements of any kind other than fire water service line from ROW at street
1.4 Exterior building improvements of any kind
1.5 Plan review and permitting fees
1.6 Utility company charges, tap and/or impact fees
1.7 Handling, abatement, or remediation of hazardous or contaminated materials
1.8 Disadvantaged or historically underutilized business participation goals or requirements or special wage scale
1.9 Floor flatness testing
1.10 Building, equipment, systems commissioning
1.11 Special and/or third party inspections
1.12 Materials testing services
1.13 LEED certification and design standards

F.A. NUNNELLY
GENERAL CONTRACTOR

Schertz Transportation Facility

GMP ESTIMATE QUALIFICATIONS

17th March 2021

Division 2

Inclusions

2.1 Selective interior building demolition in office area

Exclusions

2.1 SWPPP and erosion control of any kind
2.2 Site demolition of any kind
2.3 Exterior building demolition

Division 3

Inclusions

3.1 Building concrete as shown
3.2 Sealed Concrete in Warehouse / Shop areas
3.3 Stained and sealed concrete in front Office area

Exclusions

3.1 Exterior and site concrete

Division 4

Inclusions

4.1 N/A

Exclusions

4.1 Masonry work of any kind

F.A. NUNNELLY
GENERAL CONTRACTOR

Schertz Transportation Facility

GMP ESTIMATE QUALIFICATIONS

17th March 2021

Division 5

Inclusions

5.1 Misc. steel at service pits

Exclusions

5.1 Structural and miscellaneous steel work not listed above

Division 6

Inclusions

6.1 Rough blocking

6.2 Cabinets with solid surface countertop in breakroom

6.3 Solid surface countertop at Reception pass-thru window

Exclusions

6.1 Standing and running trim

Division 7

Inclusions

7.1 Sealants required for exterior HVAC penetrations

7.2 Cementitious waterproofing in maintenance pits

7.3 New metal building blanket insulation at exterior walls and under roof

Exclusions

7.1 Masonry control joint sealants

7.2 Site joint sealants

7.3 Metal wall and soffit panel work

7.4 Exterior waterproofing and flashings
7.5 Replacement of existing ridge vents
7.6 Applied fireproofing

Division 8

Inclusions

8.1 New interior hollow metal frames, wood doors and windows
8.2 Insulating of existing manuel overhead doors

Exclusions

8.1 Furnishing and installing door finish hardware including hanging and swinging of doors after hardware is installed
8.2 Refurbishing of existing frames other than paint
8.3 Refurbishing of existing doors other than paint
8.4 Interior and exterior storefront and glass work except as included above
8.5 Access control hardware

F.A. NUNNELLY
GENERAL CONTRACTOR

Schertz Transportation Facility

GMP ESTIMATE QUALIFICATIONS

17th March 2021

Division 9

Inclusions

9.1 New walls in Office area as noted
9.2 New walls at Sign Shop and Electrical / IT Room
9.3 5/8" type X gypsum board sheathing at noted new walls
9.4 Replace acoustical tiles only in office area
9.5 New acoustical ceiling in Sign Shop
9.6 Rubber base at new walls
9.7 Tape, float, paint all exposed gypsum board at noted new walls
9.8 Repaint all walls in office areas only

Exclusions

9.1 Exterior light gauge framing, sheathing, and finishing
9.2 Finishes on exterior of building
9.3 Cement tile backer board
9.4 Replacing and refurbishing existing ceiling grid in office
9.5 Ceramic tile work of any kind
9.6 Carpet and resilient flooring
9.7 Epoxy resinous flooring
9.8 Exterior wall light gauge framing, sheathing, and finishing
9.9 Finishes on exterior of building
9.10 Painting of exposed structure
9.11 Painting of mechanical piping

F.A. NUNNELLY
GENERAL CONTRACTOR

Schertz Transportation Facility

GMP ESTIMATE QUALIFICATIONS

17th March 2021

Division 10

Inclusions

10.1 Toilet accessories
10.2 Four fire extinguishers without cabinets
10.3 Double tier steel lockers

Exclusions

10.1 Interior and exterior signage
10.2 Visual display boards
10.3 Toilet partitions
10.4 Lock boxes as required
10.5 Operable partitions
10.6 Flag poles

Division 11

Inclusions

11.1 N/A

Exclusions

11.1 Residential appliances
11.2 New and used fluid systems, equipment, piping, and storage
11.3 Auto maintenance and service equipment, lifts, etc.
11.4 Prefabricated lube pit assemblies
11.5 Audio-visual system and equipment (including projector and TV/ monitor mounts)

F.A. NUNNELLY
GENERAL CONTRACTOR

Schertz Transportation Facility

GMP ESTIMATE QUALIFICATIONS

17th March 2021

Division 12

Inclusions

12.1 N/A

Exclusions

12.1 Window treatments

12.2 Furniture, fixtures, and equipment (FF&E)

Division 13

Inclusions

13.1 N/A

Exclusions

13.1 Vehicle wash facility including water line, hose bib, drain line, and sand/water separator

13.2 Pre-engineered metal building work

Division 14

Inclusions

14.1 N/A

Exclusions

14.1 Conveying systems and equipment of an kind

F.A. NUNNELLY
GENERAL CONTRACTOR

Schertz Transportation Facility

GMP ESTIMATE QUALIFICATIONS

17th March 2021

Division 21

Inclusions

21.1 NFPA 13 wet pipe fire sprinkler system throughout building per City of Schertz standards including one building mounted fire department connection at riser room

21.2 Sufficient water pressure is assumed

Exclusions

21.1 Fire pump, jockey pump, and controller

21.2 Dry-pipe fire suppression systems

21.3 Pre-action and clean agent fire suppression systems

Division 22

Inclusions

22.1 Trenching for new and relocated plumbing fixtures

22.2 New water closets

22.3 New fiberglass shower units

22.4 Relocate existing lavatories

22.5 New stainless steel drop-in sink in Breakroom

22.6 New mop sink in place of existing shower in water heater / janitor closet

22.7 Gas piping for new AC units

22.8 Commissioning of existing compressed air piping

Exclusions

22.1 Work pertaining to hose bib or vehicle wash at north elevation of building

F.A. NUNNELLY
GENERAL CONTRACTOR

Schertz Transportation Facility

GMP ESTIMATE QUALIFICATIONS

17th March 2021

Division 23

Inclusions

23.1 Ground mounted package rooftop HVAC units
23.2 Replace air-handling unit for existing HVAC system in Office area and tie-in new Fleet Office
23.3 Four HVLS fans in Garage/Shop

Exclusions

23.1 New ductwork and grilles in office area and duct work in shop area

Division 26

Inclusions

26.1 Updated electrical service to accommodate new HVAC and equipment requirements
26.2 New switch gear and equipment
26.3 Lighting and power distribution
26.4 Interior lighting fixtures
26.5 Power for four HVLS fans in Garage/Shop

Exclusions

26.1 Site lighting
26.2 Exterior lighting
26.3 Emergency generator
26.4 Primary service conductors and setting of transformer (by local utility provider)
26.5 Power to existing overhead doors
26.6 Lightning protection system

F.A. NUNNELLY
GENERAL CONTRACTOR

Schertz Transportation Facility

GMP ESTIMATE QUALIFICATIONS

17th March 2021

Division 27

Inclusions

27.1 N/A

Exclusions

27.1 Communications cabling and equipment
27.2 Networking equipment
27.3 Telephone system and equipment
27.4 Computer system and equipment
27.5 Audio-visual system and equipment

Division 28

Inclusions

28.1 Code minimum sprinkler monitoring only fire alarm system

Exclusions

28.1 Security and surveillance cabling and equipment
28.2 Intrusion detection system
28.3 Access control hardware and systems

Division 31

Inclusions

31.1 N/A

Exclusions

31.1 Site work of any kind

F.A. NUNNELLY
GENERAL CONTRACTOR

Schertz Transportation Facility

GMP ESTIMATE QUALIFICATIONS

17th March 2021

Division 32

Inclusions

32.1 Interior chain link fence partition and split gate at Parts / Tool Storage

Exclusions

32.1 Fencing and gate work of any kind
32.2 Pavement markings and signage
32.3 Landscape and irrigation
32.4 Other exterior improvement work of any kind

Division 33

Inclusions

33.1 Six inch fire sprinkler service line connected to onsite water main and terminated 12" AFF in Riser Room
33.2 Double check valve assembly with vault as required by local utility

Exclusions

33.1 Site utility work of any kind accept as listed above

DRAFT

AIA® Document A141™ – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the « » day of « » in the year « » (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

« »
« »

THE OWNER:
(Name, legal status and address)

« »« »
« »

THE DESIGN-BUILDER:
(Name, legal status and address)

« »« »
« »

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section A.1.2 below

[« »] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

[« »] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be « » ($ « »), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

« »

§ A.1.2.3 Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

« »

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

« »

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed « » ($ « »), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.
(Insert specific provisions if the Design-Builder is to participate in any savings.)

« »

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide information below or reference an attachment.)

« »

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

« »

§ A.1.4.3.4 Unit Prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ A.1.5 Payments
§ A.1.5.1 Progress Payments
§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the « » day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the « » day of the « » month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid.

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

« »

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take the Cost of the Work as described in Article A.5 of this Amendment;

.2 Add the Design-Builder's Fee, less retainage of « » percent (« » %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

.3 Subtract retainage of « » percent (« » %) from that portion of the Work that the Design-Builder self-performs;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Design-Builder's Fee, less retainage of « » percent (« » %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Design-Builder self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than « » (« ») days from the date of this Amendment, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The Specifications:
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

« »

Section	Title	Date	Pages

§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

« »

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

« »

§ A.3.1.5 Allowances and Contingencies:
(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

« »

.2 Contingencies

« »

§ A.3.1.6 Design-Builder's assumptions and clarifications:

« »

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

« »

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

« »

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

.1 Superintendent

« »

.2 Project Manager

« »

.3 Others

« »

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.
(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate ($0.00)	Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;

.2 Expenses of the Design-Builder's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Section A.5.1;

.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;

.5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Section A.5.1; and

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

AIA Document A141™ – 2014 Exhibit A. Copyright © 2004 and 2014 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 11:27:39 ET on 03/17/2021 under Order No.7483324969 which expires on 06/05/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (913929570)

Agenda No. 15.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Fire Department**
Subject:	**City of Schertz Mask Policy - Discussion and action regarding current mask policy in the City of Schertz and request guidance on extending the current policy to May 4, 2021. (M. Browne/C. Kelm/K. Long)**

BACKGROUND

March 2, 2021, Governor Abbott issued an Executive Order that went into effect March 10 at 12:01 am. Among other items, this order lifted the statewide mask mandate that's been in place since last July. The City extended the Mask Policy for 30 days, effective March 10, 2021 and it is now time to review that decision. Factors in the decision include the Senior Center, Library and the Vaccine Clinics, as well as the impact on Public Safety.

Agenda No. 16.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Planning & Community Development**
Subject:	**Ordinance No. 21-S-11 - Conduct a Public Hearing and consideration and/or action on a request to rezone approximately 25 acres of land from General Business District (GB) and General Business II District (GB-2) to General Business II District (GB-2), generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas. (B. James / L. Wood / E. Delgado)** ***First Reading***

BACKGROUND

The applicant is requesting to rezone approximately 25 acres of land from General Business District (GB) and General Business II District (GB-2) to entirely General Business II District (GB-2). As shown on the zoning exhibit the property is shown as three tracts.

- Tract 1 immediately adjacent to FM 3009 is 7.04 acres and is currently zoned General Business District (GB). Tract 1 is currently developed as mini-warehouse / public storage, which is a non-conforming land use in the current zoning.
- Tract 2, immediately behind tract 1, is 7.55 acres and is currently zoned General Business II District (GB-2). Tract 2 is currently developed as mini-warehouse / public storage and specifically is utilized for RV storage. This portion's zoning was changed by Ordinance 13-S-47 in 2013 to the current General Business II District (GB-2). In addition to the zoning in 2013, a Specific Use Permit (Ord. No. 13-S-48) was also approved for this portion to allow RV Storage and Mini-Warehouse / Public Storage. However, this Specific Use Permit had a conditional five-year expiration, and has since expired. Since the specific use permit expired, the current land use is considered non-conforming.
- Tract 3, immediately behind tract 2 and at the rear of the property, is 10.14 acres and is currently zoned General Business District (GB). Tract 3 is currently undeveloped, but the applicant desires to use this property as an expansion of the mini-warehouse / public storage land use and has requested a Specific Use Permit, which will be considered following this zone change request.

The requested zoning to all General Business II District (GB-2) is desired to create a cohesive zoning for the entire property rather than the current split in zoning. Additionally, the requested Specific Use Permit, is for the same approximately 25 acres with the desire to have the land use Mini-Warehouse / Public Storage, as it would be an approved use for the entire property since the majority is already developed as such.

Nineteen (19) public hearing notices were mailed to surrounding property owners on February 24, 2021. At the time of this report, staff has received no responses in favor, opposed, or neutral to the request. A public hearing notice was published in the "San Antonio Express" on March 17, 2021.

A public hearing was held at the March 10, 2021 Planning and Zoning Commission meeting in which no residents spoke.

GOAL

To zone change approximately 25 acres from General Business District (GB) and General Business II District (GB-2) to General Business II District (GB-2).

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

The Future Land Use Plan through the Comprehensive Land Use Plan designates the subject property for Parks and Open Space which is defined in the Comprehensive Land Plan as areas of public parks, outdoor recreation areas, golf courses, undeveloped reserves/greenways, and floodways. The Schertz Sector Plan did not evaluate this portion of Schertz, meaning that the designation has remained unchanged since the Comprehensive Land Use Plan was completed.

- Comprehensive Plan Goals and Objectives: The proposed rezoning of General Business II District (GB-2) is not consistent with the goals and objectives of the Comprehensive Plan. However, in reviewing the Google Earth imagery, the subject property has been utilized as a mini-warehouse / public storage facility since at least 2002, however the County records show that the original structures were completed around 1995, and was in existence when the Comprehensive Land Use Plan designated this property as Parks and Open Space, which was inconsistent with the current development.
- Impact of Infrastructure: The proposed rezoning request should have a minimal impact on the existing water and wastewater systems. The site is adjacent to FM 3009 which is designated as a Principal Arterial, 120’ right-of-way on the master thoroughfare plan.
- Impact of Public Facilities/Services: The proposed rezoning request should have a minimal impact on public services, such as schools, fire, police, parks and sanitation services.
- Compatibility with Existing and Potential Adjacent Land Uses: The subject property is currently surrounded by undeveloped property or existing commercial businesses which are currently zoned General Business District. The rezoning request is compatible with the existing land use of the existing Lockaway Storage Facility.

FISCAL IMPACT

None.

RECOMMENDATION

Although, the requested zoning of General Business II District (GB-2) is not consistent with the current designation on the Comprehensive Land Use Plan, it is consistent with the existing business and the proposed business expansion and should have a minimal impact to the surrounding properties and public infrastructure. In addition, the requested zoning will make the zoning for this entire property consistent rather than having the property have split zoning, with the middle being General Business II District (GB-2) and the front and rear of the property being General Business District. The property has been utilized for mini-warehouse / public storage since at least 2002, however per the County records could be as early as 1995. The requested zone change and the associated Specific Use Permit if approved would bring the property into a legal conforming land use status and would allow the business to expand as desired.

This item was heard at the March 10, 2021, Planning and Zoning Commission meeting, in which the Commission provided a unanimous recommendation of approval of the zone change.

Staff recommends approval of the zone change request to rezone approximately 25 acres of land to

General Business II District (GB-2).

Attachments

Ord. No. 21-S-11 25 Acre Zone Change
Exhibit A
Exhibit B
Aerial Map
Public Hearing Notice Map

ORDINANCE NO. 21-S-11

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 25 ACRES OF LAND TO GENERAL BUSINESS II DISTRICT (GB-2), GENERALLY LOCATED NORTH-EAST OF THE INTERSECTION OF FM 3009 AND FM 78, ALSO KNOWN AS 200 FM 3009, ALSO KNOWN AS GUADLAUPE COUNTY PROPERTY IDENTIFICATION NUMBERS 153960, 164035, 67453, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application to rezone approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, more particularly described in Exhibit A and Exhibit B attached hereto and incorporated herein by reference, (hereinafter, the "Property") has been filed with the City; and

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

WHEREAS, on March 10, 2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested rezoning; and

WHEREAS, on April 6, 2021, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned General Business II District (GB-2)

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

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

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

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

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

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

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

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

Approved on first reading the 6th day of April, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 13th day of April, 2021.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary
(SEAL OF THE CITY)

EXHIBIT A

METES & BOUNDS
DESCRIPTION
OF A
24.737 ACRES OF LAND
SANDERS SUBDIVISION

BEING 24.737 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING 7.043 ACRES OUT OF LOT 2R, BLOCK 1, OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND 17.694 ACRES OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found ½" iron pin being the southwest corner of this tract herein described in the east right-of-way of F.M. 3009 (ROW 100') recorded in Volume 399, Page 463 of the Official Public Records of Guadalupe County, Texas and north right-of-way of the Union Pacific Railroad recorded in Volume N, Page 704 of the Official Public Records of Guadalupe County, Texas;

THENCE along and with the east right-of-way of said F.M. 3009 N30°26'54"W, a distance of 447.21 feet to a set ½" iron pin with cap stamped "DMC 3403" being the northwest corner of this tract herein described;

THENCE N62°03'18"E into said 32.881 acre tract, a distance of 41.48 feet to a set ½" iron pin with cap stamped "DMC 3403" for a point of curvature to the right;

THENCE 101.32 feet continuing across said 32.881 acre tract along the arc of said curve to the right, having a radius of 129.00 feet a central angle of 45°00'00", whose chord bears N84°33'18"E, a distance of 98.73 feet to a set ½" iron pin with cap stamped "DMC 3403";

THENCE S72°56'42"E continuing across said 32.881 acre tract, a distance of 13.99 feet to a set ½" iron pin with cap stamped "DMC 3403" for a point of curvature to the left;

THENCE 83.15 feet continuing across said 32.881 acre tract along the arc of said curve to the left, having a radius of 180.00 feet a central angle of 26°28'06", whose chord bears S86°10'45"E, a distance of 82.42 feet to a set ½" iron pin with cap stamped "DMC 3403";

THENCE N80°35'12"E continuing across said 32.881 acre tract, a distance of 555.86 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

323 Breesport St. San Antonio, Texas 78216-2602 Phone (210) 349-2651 Fax (210) 349-2653

THENCE N84°13'17"E continuing across said 32.881 acre tract, a distance of 709.17 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE N05°46'43"W continuing across said 32.881 acre tract, a distance of 344.63 feet to a set ½" iron pin with cap stamped "DMC 3403" on the southern line of a 61.222 acre tract described in deed No. 2017-023900 of the Official Public Records of Guadalupe County, Texas for an angle point;

THENCE S86°29'21"E along the common line of said 61.222 acre tract and the tract herein described, a distance of 131.91 feet to a set ½" iron pin with cap stamped "DMC 3403" for the northwest corner of a 2.705 acre tract described in Volume 1881, Page 512 of the Official Public Records of Guadalupe County, Texas;

THENCE S07°51'26"W along the common line of said 2.705 acre tract and the tract herein described, a distance of 38.49 feet to a set ½" iron pin with cap stamped "DMC 3403" for an interior corner of this tract herein described;

THENCE S86°56'45"E continuing along said common line, a distance of 221.47 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE S57°31'42"E continuing along said common line, a distance of 287.76 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE S24°15'37"E continuing along said common line, a distance of 254.79 feet to a set ½" iron pin with cap stamped "DMC 3403" for an interior corner of this tract herein described;

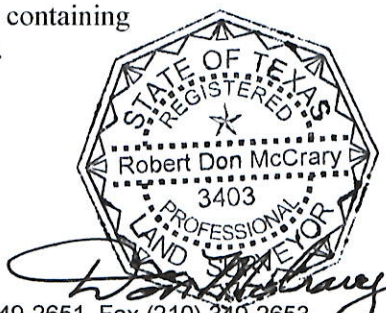
THENCE N61°29'01"E continuing along said common line , a distance of 252.42 feet to a set ½" iron pin with cap stamped "DMC 3403" on the southwestern line of a 28.167 acre tract described in Volume 1816, Page 660 of the Official Public Records of Guadalupe County, Texas for an angle point;

THENCE S31°40'57"E along the common line of said 28.167 acre tract and the tract herein described, a distance of 384.89 feet to a set ½" iron pin with cap stamped "DMC 3403" on the aforementioned Union Pacific Railroad right-of-way for the southeast corner of this tract herein described;

THENCE S84°13'17"W along said Union Pacific Railroad right-of-way (ROW 100') and the southern line of the tract herein described, a distance of 401.85 feet a found ½" iron pin with cap stamped "DMC 3403", and passing at a distance of 1199.62 feet a found ½" iron pin with cap stamped "BLS 2024", and passing at a distance of 385.00 feet a found ½" iron pin for a total distance of 1986.47 feet to a point of curvature to the left;

THENCE 370.45 feet continuing along said Union Pacific Railroad right-of-way along the arc of said curve to the left, having a radius of 3816.77 feet, a central angle of 05°33'40, whose chord bears S80°58'50"W, a distance of 370.30 feet to the POINT OF BEGINNING and containing 24.737 acres of land more or less in the City of Schertz, Guadalupe County, Texas.

P:\dwgs\12060\design\plat package\15.68 ac metes and bounds 03-07-2014.doc
Sheet 2 of 2



RPLS
10/17/19

323 Breesport St. San Antonio, Texas 78216-2602 Phone (210) 349-2651 Fax (210) 349-2653

EXHIBIT B

NOTES

1. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

2. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 240 & 220 , DATED November 2, 2007 , IS LOCATED IN ZONES AE & X AND IS WITHIN THE 100-YEAR FLOODPLAIN.

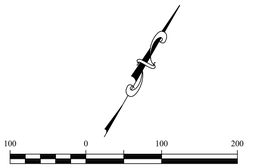
	ACREAGE	EXISTING ZONING	PROPOSED ZONING
TRACT 1	7.04	GB (NON-CONFORMING)	GB2
TRACT 2	7.55	GB2 (NON-CONFORMING)	GB2
TRACT 3	10.14	GB (NON-CONFORMING)	GB2
ALL COMBINED	24.737	-	GB2

Curve Table

Curve #	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	101.32'	129.00'	53.43'	45°00'00"	98.73'	N84°33'18"E
C2	83.15'	180.00'	42.33'	26°28'06"	82.42'	S86°10'45"E
C3	370.45'	3816.77'	185.37'	5°33'40"	370.30'	S80°58'50"W

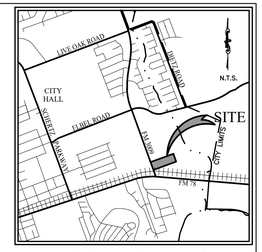
LINE TABLE

LINE	LENGTH	DIRECTION
L1	41.48'	N62°03'18"E
L2	13.99'	S72°56'42"E
L3	131.91'	S86°29'21"E
L4	38.49'	S7°51'26"W
L5	221.47'	S86°56'45"E
L6	172.06'	S5°46'43"E
L7	139.31'	S5°46'43"E
L8	97.77'	S47°57'28"E
L9	41.96'	S5°46'43"E
L10	49.00'	N84°13'17"E

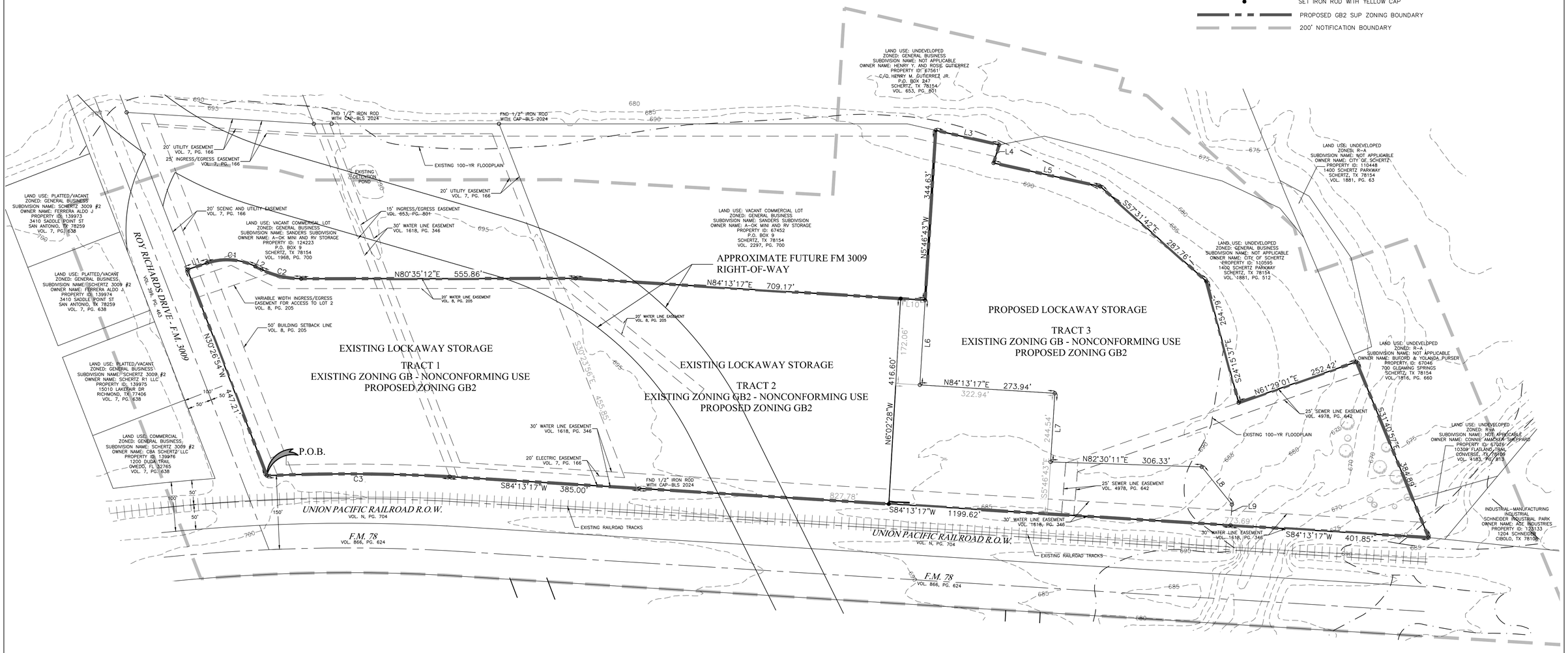


LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING RAILROAD TRACKS
- EXISTING EASEMENT
- FOUND 1/2" IRON ROD
- SET IRON ROD WITH YELLOW CAP
- PROPOSED GB2 SUP ZONING BOUNDARY
- 200' NOTIFICATION BOUNDARY



LOCATION MAP
N.T.S.



LOCKAWAY STORAGE
200 ROY RICHARDS DRIVE
ZONING EXHIBIT

BEING 24.737 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING COMPRISED OF 9.09 ACRES AS DESCRIBED IN DOCUMENT NUMBER 201606534 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF LOT 2R, BLOCK 1, OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND LOT 1 BLOCK 1 OF THE SANDERS SUBDIVISION REPLAT AS RECORDED IN VOLUME 8, PAGE 205 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS.

PREPARED ON: June 11, 2020 PROJ. NO. 19026 SHEET 1 OF 1

ENGINEERS & SURVEYORS
323 BREESPORT
SAN ANTONIO, TEXAS 78216-2602
(210)349-2651

RECORD OWNERS/DEVELOPERS:

3621 WHITESTONE BLVD, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

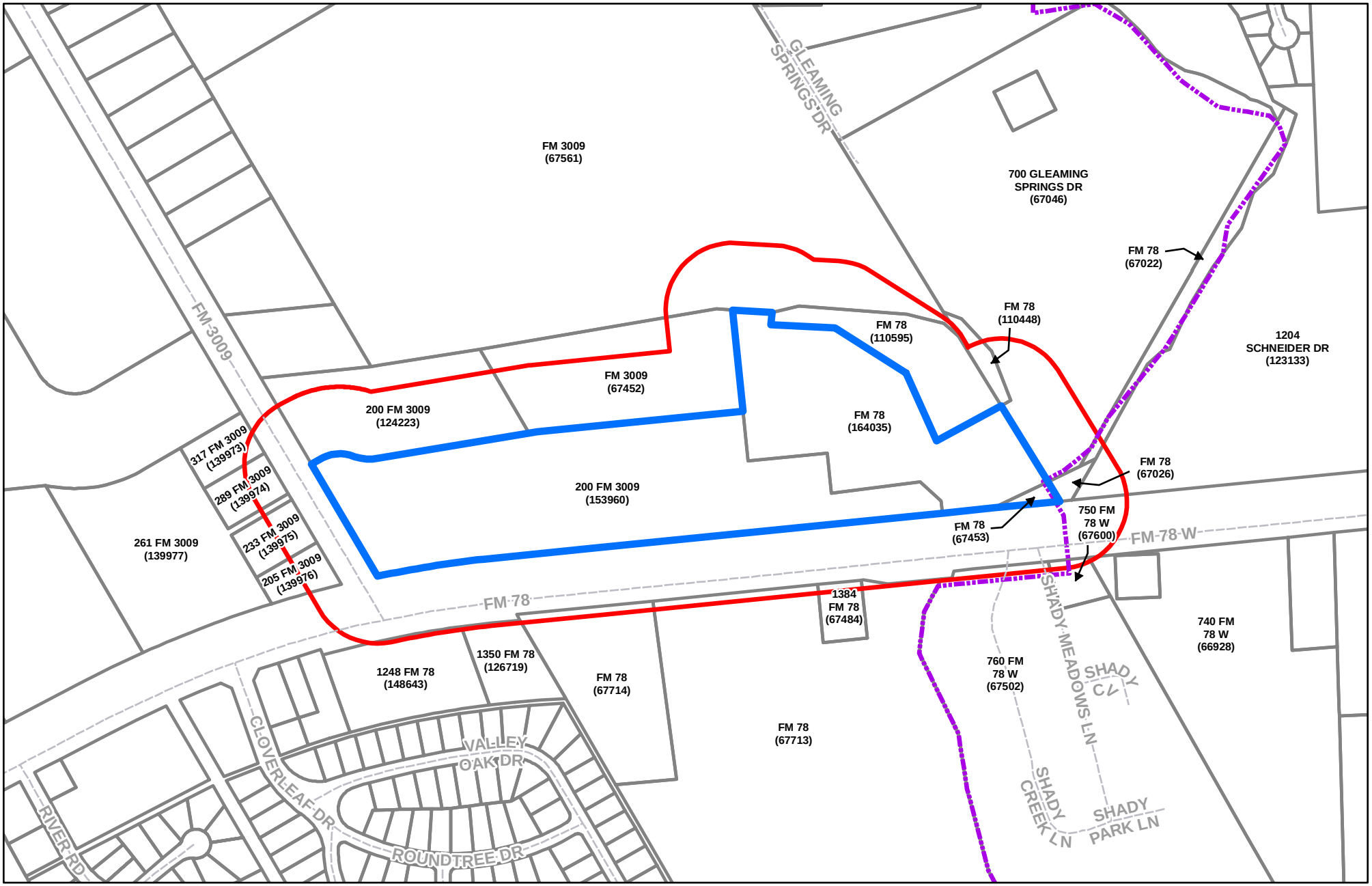
LOCK AWAY 200 ROY RICHARD DRIVE, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

Date: Jun 11, 2020, 4:02pm User ID: jmone
File: \\DMC-RAD-1\Project\DWGS\19026\APPLICATION - REZONING PERMIT\ZONING PERMIT EXHIBIT.dwg



LOCKAWAY STORAGE
200 FM 3009

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last Update: October 30, 2019

City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185

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

City of Schertz

LOCKAWAY STORAGE
200 FM 3009

Parcel Boundaries

Schertz City Boundary

200' Notification Buffer

N
W E
S

0 225 450 900 1,350
Feet

Agenda No. 17.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Planning & Community Development**
Subject:	**Ordinance No. 21-S-12 - Conduct a public hearing and consideration and/or action on a request for a Specific Use Permit to allow Mini-Warehouse / Public Storage on approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas. (B. James / L. Wood / E. Delgado)*First Reading***

BACKGROUND

The applicant is requesting approval of a Specific Use Permit for approximately 25 acres in order to allow the land use Mini-Warehouse / Public Storage by right. The property is currently developed as the Lockaway Storage mini-warehouse / public storage business located at the intersection of FM 3009 and FM 78.

In conjunction with the Specific Use Permit request, the applicant has also submitted a zone change request to rezone the 25 acres to General Business II District (GB-2). The requested zoning along with the Specific Use Permit, if approved would allow the Mini-Warehouse / Public Storage land use by right, and the site would no longer be considered non-conforming.

As shown on the Specific Use Permit exhibit the property is shown as three tracts.

- Tract 1, immediately adjacent to FM 3009 is 7.04 acres is currently zoned General Business District (GB) and is developed as mini-warehouse / public storage, which is a non-conforming land use.
- Tract 2, immediately behind tract 1, is 7.55 acres is currently zoned General Business II District (GB-2) and developed as mini-warehouse / public storage and specifically is utilized for RV storage. This portion's zoning was changed by Ordinance 13-S-47 in 2013 to the current General Business II District (GB-2). In addition to the zoning in 2013, a Specific Use Permit (Ord. No. 13-S-48) was also approved for this portion to allow RV Storage and Mini-Warehouse / Public Storage. However, this Specific Use Permit had a conditional five-year expiration, and has since expired. Due to the expiration the current land use is considered non-conforming.
- Tract 3, immediately behind tract 2 and at the rear of the property, is 10.14 acres is currently zoned General Business District (GB) and is undeveloped. The applicant desires to use this property as an expansion of the mini-warehouse / public storage land use.

In order to complete the desired expansion on the back portion of the property, the requested zone change to General Business II District (GB-2) and the requested Specific Use Permit to allow Mini-Warehouse / Public Storage would be required.

Nineteen (19) public hearing notices were mailed to surrounding property owners on February 24, 2021. At the time of this report, staff has received one response neutral to the request and no responses in favor or opposed to the request. A public hearing notice was published in the "San Antonio Express" on March 17, 2021.

A public hearing was held at the March 10, 2021 Planning and Zoning Commission meeting in which no residents spoke.

GOAL

To allow the Mini-Warehouse / Public Storage land use by right on approximately 25 acres of land.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

IMPACT ON EXISTING ADJACENT DEVELOPMENT:

The subject property is currently developed as a mini-warehouse / public storage business, Lockaway Storage and is proposed to be expanded to the rear of the existing business. The subject property is adjacent to undeveloped land, a previous landfill, right of way, railroad and a small portion of single-family residential / agricultural property.

The Future Land Use Plan through the Comprehensive Land Use Plan designates the subject property for Parks and Open Space which is defined in the Comprehensive Land Plan as areas of public parks, outdoor recreation areas, golf courses, undeveloped reserves/greenways, and floodways. Although the requested Specific Use Permit and Zone Change request to General Business II District (GB-2) is not consistent with the current designation on the Comprehensive Land Use Plan, it is consistent with the existing business and the proposed business expansion and should have a minimal impact to the surrounding properties and public infrastructure.

The Specific Use Permit request for the approximately 25 acres if approved in conjunction with the zone change request would allow the existing business to complete a desired expansion at the rear of their property. Additionally, the requested would bring the entire property, including the existing businesses into a legal land use status, rather than the current non-conforming status that currently exists.

CONCEPTUAL SITE PLAN:

In conjunction with the requested Specific Use Permit, the subject property has gone through the Site Plan Certification process to ensure the proposed mini-warehouse / public storage expansion would be in compliance with all other Unified Development Code regulations. The site plan certification exhibits have been reviewed by the Planning Division, Public Works Department, Engineering Department, and the
Fire Department with no objections to the proposed expansion.

The proposed expansion includes two new buildings for a total of 81,079 square feet of climate controlled office and indoor mini-warehouse / public storage and additional outdoor public storage area designed for additional RV storage on site.

- Architectural Standards: The two proposed buildings comply with all architectural feature requirements (i.e. horizontal and vertical articulations) defined in Schertz Unified Development Code (UDC) Sec. 21.9.5 Exterior Construction and Design Standards.
- Parking: The proposed parking areas meet all current regulations within UDC Article 10 Parking Standards. The subject property expansion will provide twenty-eight (28) parking spaces sized at 10' wide by 20' in length. The 28 spaces was determined based on the proposed office / storage breakdown of the proposed two new buildings and the storage area based on the UDC regulations for mini-warehouse / public storage, which requires 1 space for each 300 square feet of office floor area, plus 1 space for each 3,000 square feet of storage area.

- Screening requirements: The site has satisfied the minimum screening requirements for the location. The trash receptacle will be constructed of a masonry material with metal gates that meet the minimum requirements.
- Lighting and glare standards: The applicant will be responsible for complying with UDC Sec.21.9.11 Lighting and Glare Standards through the building permit process.
- Landscaping:The proposed site plan meets all requirements outlined in UDC Sec. 21.9.7Landscaping. The site plan certification exhibit reviewed, provides 28.9% as landscaped. Additionally, there is a total of 65 trees provided (54 new and 11 existing) and preservation of all protected trees on site. The site complies with all required parking lot landscaping, by planting one tree every twelve (12) parking spaces and at the terminus of all rows of parking and vehicular use screening by utilizing a combination of shrubs and fencing. Most notable is the line of proposed trees and shrubs proposed along the Union Pacific right-of-way which will provide an aesthetically pleasing buffer and screening for the proposed outdoor storage. Additionally, noteworthy is that all proposed trees to be planed on site, a total of 54 trees are proposed to be 3 inches in caliper, which exceeds the minimum 2.5inches in caliper required. Since, the expansion is isolated to the rear of the property, no landscaping improvements to the existing developed site are proposed.
- Access and circulation: The site will be provided access through the existing entrance onto FM 3009, currently utilized for the Lockaway Storage business. The associated Site Plan and submitted Traffic Impact Analysis has been reviewed and approved by the City of Schertz Engineering Department. Additionally, since the subject property is adjacent to FM 3009, Texas Department of Transportation (TxDOT) has reviewed the proposed project and has provided a statement of no objection since the existing access is to remain the same. The proposed expansion at the rear of the 25 acres will have internal traffic flow through a designated 24' / 25' drive that is also the designated fire lane for the site.

FISCAL IMPACT

None.

RECOMMENDATION

The proposed Specific Use Permit and associated Site Plan Certification Exhibit were reviewed and evaluated by the Engineering Department, Public Works Department, Fire Department, and Planning Division with no objections. The majority of the property currently exists as an operational mini-warehouse / public storage business. Per the Google Earth imagery available the mini-warehouse / public use land use has existed on this property since at least 2002. However, the County records indicate the buildings were constructed in 1995. The proposed expansion at the rear of the property should have a minimal impact on the adjacent land uses. By requesting the specific use permit for the entire 25 acres, minimal impact on the adjacent land uses. By requesting the specific use permit for the entire 25 acres, rather than just the back 10.14 acres which will encompass the proposed expansion, will bring the entire property into conformance and remove the non-conforming land use status that is currently on the property.

This item was heard at the March 10, 2021 Planning and Zoning Commission meeting, in which the Commission provided a unanimous recommendation of approval of the Specific Use Permit request to allow mini-warehouse / public storage by right.

Staff is recommending approval of the Specific Use Permit to allow the approximately 25 acres to be a mini-warehouse / public storage with the following conditions:
a) A building permit is approved within one year of the adoption of the SUP ordinance; and
b) The use beings operation within two years of the issuance of the necessary building permit(s).

Attachments

Ord. No. 21-S-12
Exhibit A
Exhibit B
Proposed Conceptual Site Plan Exhibit
Aerial Map
Public Hearing Notice Map
Public Hearing Notice Responses

ORDINANCE NO. 21-S-12

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR MINI-WAREHOUSE / PUBLIC STORAGE ON APPROXIMATELY 25 ACRES OF LAND GENERALLY LOCATED NORTH-EAST OF THE INTERSECTION OF FM 3009 AND FM 78, ALSO KNOWN AS 200 FM 3009, ALSO KNOWN AS GUADLAUPE COUNTY PROPERTY IDENTIFICATION NUMBERS 153960, 164035, 67453, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application for Specific Use Permit to allow a *Mini-Warehouse / Public Storage* land use on approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, more particularly described in Exhibit A attached hereto and incorporated herein by reference, (hereinafter, the "Property") has been filed with the City; and

WHEREAS, the City's Unified Development Code Section 21.5.11.E. provides for certain conditions to be considered by the Planning and Zoning Commission in making recommendations to City Council and by City Council in considering final action on a requested specific use permit (the "Conditions"); and

WHEREAS, on March 10, 2021, the Planning and Zoning Commission conducted a public hearing and, after considering the Conditions, hereby makes a recommendation of approval of a Specific Use Permit for a *Mini-Warehouse / Public Storage* land use; and

WHEREAS, on April 6,2021, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested Specific Use Permit be approved as provided for herein.

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

Section 1. A Specific Use Permit for 200 FM 3009, more particularly described in the attached Exhibit A, is hereby approved to allow a *Mini-Warehouse / Public Storage* land use conditioned upon the following occurring:

a) A building permit is approved within one year of the adoption of this ordinance; and
b) The use begins operation within two years of the issuance of the necessary building permit(s).

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

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

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

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

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

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

Section 8. This Ordinance shall be cumulative of all other ordinances of the City of Schertz, and this Ordinance shall not operate to repeal or affect any other ordinances of the City of Schertz except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Approved on first reading the 6th day of April, 2021.

PASSED, APPROVED AND ADOPTED on final reading the 13th day of April, 2021.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Brenda Dennis, City Secretary
(SEAL OF THE CITY)

Exhibit A

METES & BOUNDS
DESCRIPTION
OF A
24.737 ACRES OF LAND
SANDERS SUBDIVISION

BEING 24.737 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING 7.043 ACRES OUT OF LOT 2R, BLOCK 1, OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND 17.694 ACRES OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found ½" iron pin being the southwest corner of this tract herein described in the east right-of-way of F.M. 3009 (ROW 100') recorded in Volume 399, Page 463 of the Official Public Records of Guadalupe County, Texas and north right-of-way of the Union Pacific Railroad recorded in Volume N, Page 704 of the Official Public Records of Guadalupe County, Texas;

THENCE along and with the east right-of-way of said F.M. 3009 N30°26'54"W, a distance of 447.21 feet to a set ½" iron pin with cap stamped "DMC 3403" being the northwest corner of this tract herein described;

THENCE N62°03'18"E into said 32.881 acre tract, a distance of 41.48 feet to a set ½" iron pin with cap stamped "DMC 3403" for a point of curvature to the right;

THENCE 101.32 feet continuing across said 32.881 acre tract along the arc of said curve to the right, having a radius of 129.00 feet a central angle of 45°00'00", whose chord bears N84°33'18"E, a distance of 98.73 feet to a set ½" iron pin with cap stamped "DMC 3403";

THENCE S72°56'42"E continuing across said 32.881 acre tract, a distance of 13.99 feet to a set ½" iron pin with cap stamped "DMC 3403" for a point of curvature to the left;

THENCE 83.15 feet continuing across said 32.881 acre tract along the arc of said curve to the left, having a radius of 180.00 feet a central angle of 26°28'06", whose chord bears S86°10'45"E, a distance of 82.42 feet to a set ½" iron pin with cap stamped "DMC 3403";

THENCE N80°35'12"E continuing across said 32.881 acre tract, a distance of 555.86 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

323 Breesport St. San Antonio, Texas 78216-2602 Phone (210) 349-2651 Fax (210) 349-2653

THENCE N84°13'17"E continuing across said 32.881 acre tract, a distance of 709.17 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE N05°46'43"W continuing across said 32.881 acre tract, a distance of 344.63 feet to a set ½" iron pin with cap stamped "DMC 3403" on the southern line of a 61.222 acre tract described in deed No. 2017-023900 of the Official Public Records of Guadalupe County, Texas for an angle point;

THENCE S86°29'21"E along the common line of said 61.222 acre tract and the tract herein described, a distance of 131.91 feet to a set ½" iron pin with cap stamped "DMC 3403" for the northwest corner of a 2.705 acre tract described in Volume 1881, Page 512 of the Official Public Records of Guadalupe County, Texas;

THENCE S07°51'26"W along the common line of said 2.705 acre tract and the tract herein described, a distance of 38.49 feet to a set ½" iron pin with cap stamped "DMC 3403" for an interior corner of this tract herein described;

THENCE S86°56'45"E continuing along said common line, a distance of 221.47 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE S57°31'42"E continuing along said common line, a distance of 287.76 feet to a set ½" iron pin with cap stamped "DMC 3403" for an angle point;

THENCE S24°15'37"E continuing along said common line, a distance of 254.79 feet to a set ½" iron pin with cap stamped "DMC 3403" for an interior corner of this tract herein described;

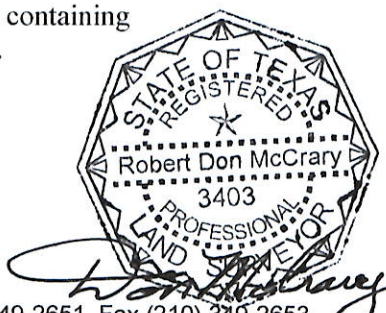
THENCE N61°29'01"E continuing along said common line , a distance of 252.42 feet to a set ½" iron pin with cap stamped "DMC 3403" on the southwestern line of a 28.167 acre tract described in Volume 1816, Page 660 of the Official Public Records of Guadalupe County, Texas for an angle point;

THENCE S31°40'57"E along the common line of said 28.167 acre tract and the tract herein described, a distance of 384.89 feet to a set ½" iron pin with cap stamped "DMC 3403" on the aforementioned Union Pacific Railroad right-of-way for the southeast corner of this tract herein described;

THENCE S84°13'17"W along said Union Pacific Railroad right-of-way (ROW 100') and the southern line of the tract herein described, a distance of 401.85 feet a found ½" iron pin with cap stamped "DMC 3403", and passing at a distance of 1199.62 feet a found ½" iron pin with cap stamped "BLS 2024", and passing at a distance of 385.00 feet a found ½" iron pin for a total distance of 1986.47 feet to a point of curvature to the left;

THENCE 370.45 feet continuing along said Union Pacific Railroad right-of-way along the arc of said curve to the left, having a radius of 3816.77 feet, a central angle of 05°33'40, whose chord bears S80°58'50"W, a distance of 370.30 feet to the POINT OF BEGINNING and containing 24.737 acres of land more or less in the City of Schertz, Guadalupe County, Texas.

P:\dwgs\12060\design\plat package\15.68 ac metes and bounds 03-07-2014.doc
Sheet 2 of 2



RPLS
10/17/19

323 Breesport St. San Antonio, Texas 78216-2602 Phone (210) 349-2651 Fax (210) 349-2653

NOTES

1. THE THOROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.

2. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 240 & 220 , DATED November 2, 2007 , IS LOCATED IN ZONES AE & X AND IS WITHIN THE 100-YEAR FLOODPLAIN.

	ACREAGE	EXISTING ZONING	PROPOSED ZONING
TRACT 1	7.04	GB	GB2 (SUP)
TRACT 2	7.55	GB2	GB2 (SUP)
TRACT 3	10.14	GB	GB2 (SUP)
ALL COMBINED	24.737	–	GB2 (SUP)

Curve Table						
Curve #	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	101.32'	129.00'	53.43'	45°00'00"	98.73'	N84°33'18"E
C2	83.15'	180.00'	42.33'	26°28'06"	82.42'	S86°10'45"E
C3	370.45'	3816.77'	185.37'	5°33'40"	370.30'	S80°58'50"W

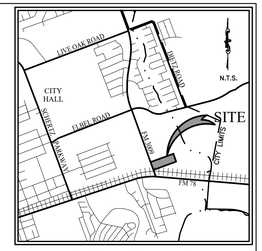
LINE TABLE		
LINE	LENGTH	DIRECTION
L1	41.48'	N62°03'18"E
L2	13.99'	S72°56'42"E
L3	131.91'	S86°29'21"E
L4	38.49'	S7°51'26"W
L5	221.47'	S86°56'45"E
L6	172.06'	S5°46'43"E
L7	139.31'	S5°46'43"E
L8	97.77'	S47°57'28"E
L9	41.96'	S5°46'43"E
L10	49.00'	N84°13'17"E

100 0 100 200

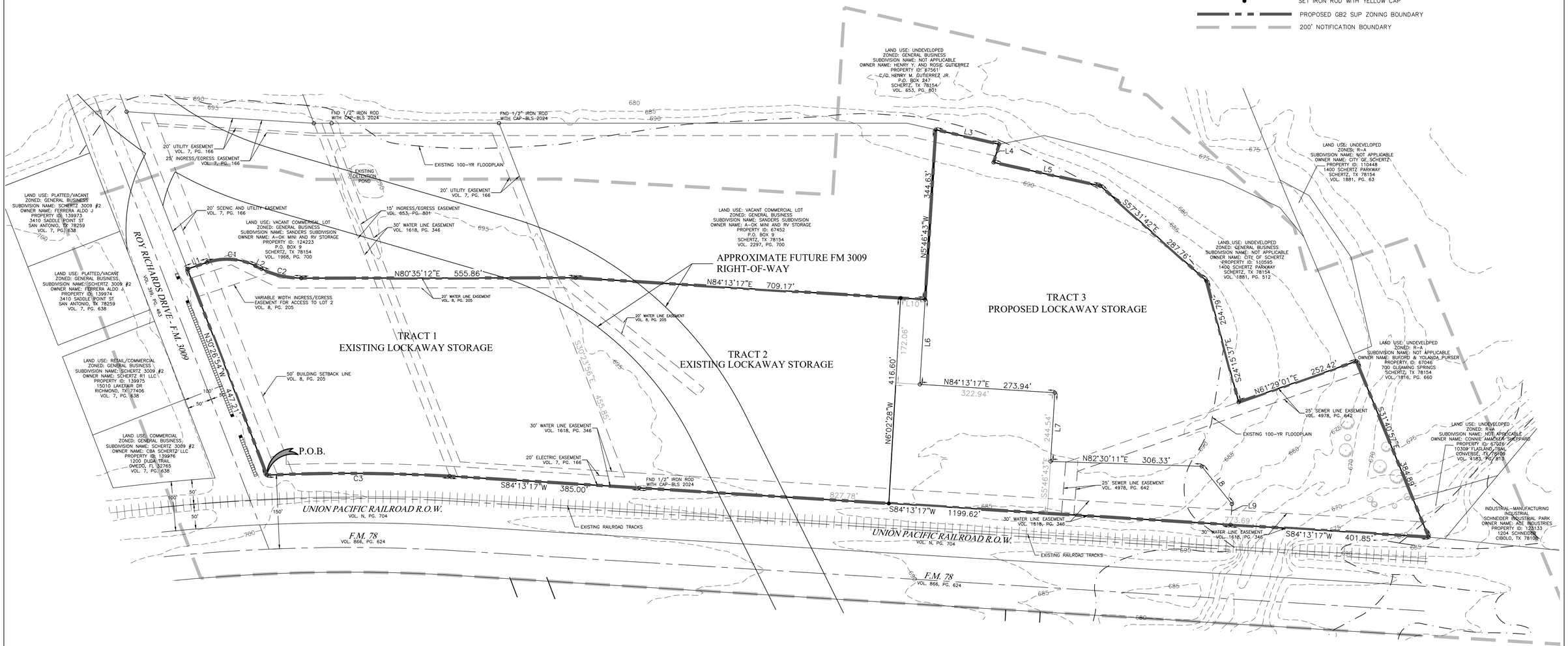
Scale: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING RAILROAD TRACKS
- EXISTING EASEMENT
- FOUND 1/2" IRON ROD
- SET IRON ROD WITH YELLOW CAP
- PROPOSED GB2 SUP ZONING BOUNDARY
- 200' NOTIFICATION BOUNDARY



LOCATION MAP
N.T.S.



ENGINEERS & SURVEYORS
323 BREESPORT
SAN ANTONIO, TEXAS 78216-2602
(210)349-2651

RECORD OWNERS/DEVELOPERS:

3621 WHITESTONE BLVD, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

LOCK AWAY 200 ROY RICHARD DRIVE, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

LOCKAWAY STORAGE
200 ROY RICHARDS DRIVE
SPECIFIC USE PERMIT EXHIBIT

BEING 24.737 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING COMPRISED OF 9.09 ACRES AS DESCRIBED IN DOCUMENT NUMBER 2016006534 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF LOT 2R, BLOCK 1, OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND LOT 1 BLOCK 1 OF THE SANDERS SUBDIVISION REPLAT AS RECORDED IN VOLUME 8, PAGE 205 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS.

PREPARED ON: December 17, 2020 PROJ. NO. 19026 SHEET 1 OF 1

Date: Dec 17, 2020, 1:40pm User ID: jmcne
File: \\DMC-RAID-1\Project\DWGS\19026\APPLICATION - SUP (Specific Use Permit)\SPECIFIC USE PERMIT EXHIBIT.dwg

NOTES

1. THE SUBJECT PROPERTY IS CURRENTLY ZONED GB AND IS 24.74 ACRES.

2. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 240 & 220 , DATED November 2, 2007, IS LOCATED IN ZONE(S) AE & X AND IS WITHIN THE 100-YEAR FLOODPLAIN.

3. ELEVATION CERTIFICATES WILL NEED TO BE PROVIDED FOR STORAGE FACILITY BUILDINGS ONCE BUILT TO SHOW THE FINISHED FLOOR ELEVATION IS AT LEAST 1' ABOVE BASE FLOOD ELEVATION (BFE).

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord	Chord Bearing
C1	101.32'	129.00'	45°00'00"	53.43'	98.73'	N84°33'18"E
C2	83.15'	180.00'	26°28'06"	42.33'	82.42'	S86°10'45"E
C3	370.45'	3816.77'	5°33'40"	185.37'	370.30'	S80°58'50"W

Line Table		
Line #	Length	Direction
L1	41.48'	N62°03'18"E
L2	13.99'	S72°56'42"E
L3	131.91'	S86°29'21"E
L4	38.49'	S7°51'26"W
L5	221.47'	S86°56'45"E
L6	172.06'	S5°46'43"E
L7	273.94'	N84°13'17"E
L8	139.31'	S5°46'43"E
L9	306.33'	N82°30'11"E
L10	97.77'	S47°57'28"E
L11	41.96'	S5°46'43"E

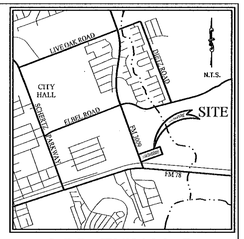
SITE DATA SUMMARY TABLE

ZONING:	GB (CURRENTLY) -- GB2 (PROPOSED)
PROPOSED USE:	MINI STORAGE
LOT AREA:	1,077,551 S.F. (24.737 AC.)
SQUARE FOOTAGE IMPERVIOUS COVER:	852,614 S.F.
IMPERVIOUS COVER PERCENTAGE:	79.1%
BUILDING AREA (GROSS SQUARE FOOTAGE):	81,079 S.F.
TOTAL STORAGE AREA:	80,764 S.F.
OFFICE AREA:	315 S.F.
BUILDING HEIGHT FEET:	15.17'
NUMBER OF STORIES:	1
FLOOR AREA RATIO:	1:6.67
TOTAL PARKING* (REQUIRED/PROVIDED):	28/28
HANDICAP SPACES (REQUIRED/PROVIDED):	2/2

*PARKING CALCULATIONS: 1 SPACE/3000 SF OF STORAGE AREA = 27
1 SPACE/300 SF OF OFFICE FLOOR AREA = 1

LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING BUILDING
- EXISTING WATER LINE
- EXISTING PARKING STRIPE
- EXISTING RAILROAD TRACKS
- EXISTING EASEMENT
- FOUND 1/2" IRON ROD
- SET IRON ROD WITH YELLOW CAP
- BUILDING
- WATER LINE
- WATER LINE EASEMENT
- GVEC ELECTRIC EASEMENT
- FIRE LANE
- PROPOSED CHAIN LINK FENCE
- PARKING STRIPE
- EDGE OF CONCRETE
- LANDSCAPE AREA
- PROTECTED TREE

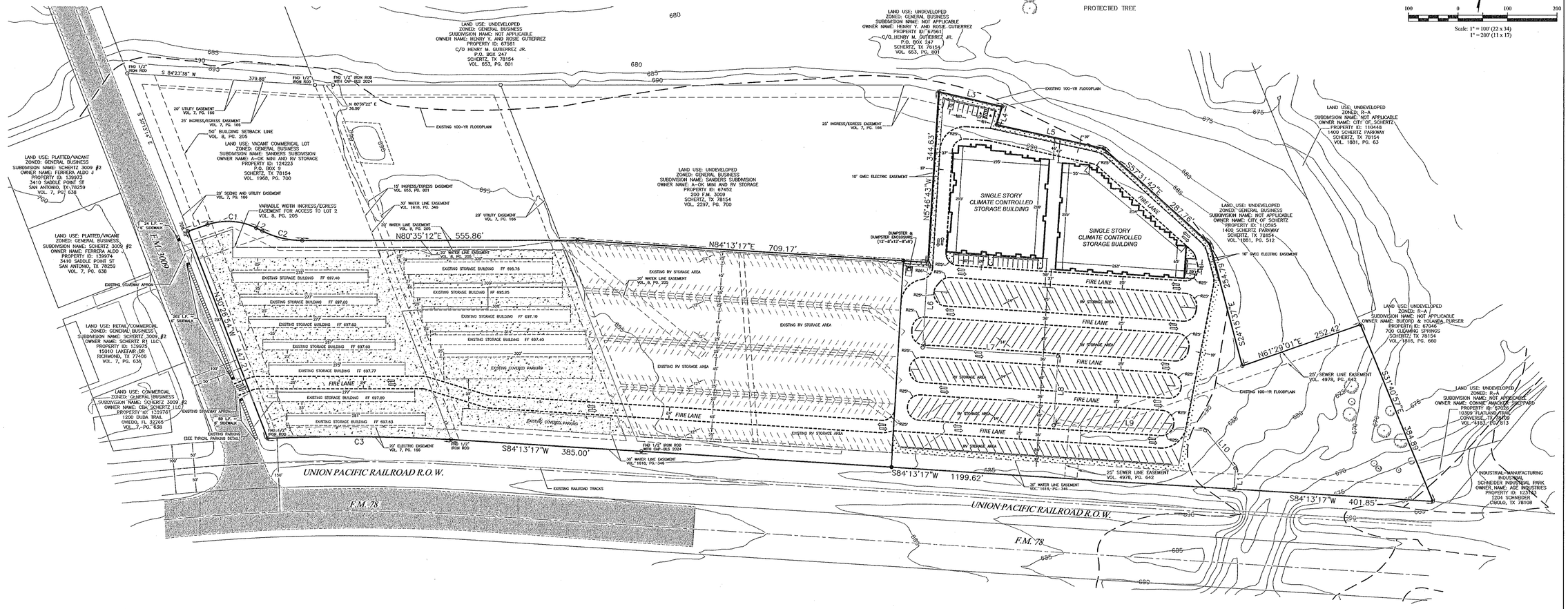


LOCATION MAP

N.T.S.

100 0 100 200

Scale: 1" = 100' (22 x 34)
1" = 200' (11 x 17)



LOCKAWAY STORAGE
200 ROY RICHARDS DRIVE
SITE PLAN EXHIBIT

BEING 24.737 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING COMPRISED OF 9.09 ACRES AS DESCRIBED IN DOCUMENT NUMBER 2016006534 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF LOT 2R, BLOCK 1, OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND LOT 1 BLOCK 1 OF THE SANDERS SUBDIVISION REPLAT AS RECORDED IN VOLUME 8, PAGE 205 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS.

PREPARED ON: December 31, 2020 PROJ. NO. 19026 SHEET 1 OF 1

ENGINEERS & SURVEYORS
323 BREESPORT
SAN ANTONIO, TEXAS 78216-2602
(210)349-2651

STATE OF TEXAS
ROBERT DON McCRARY
34389
REGISTERED
PROFESSIONAL ENGINEER

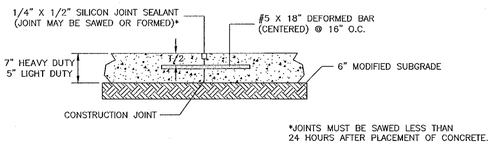
Don McCrary PE 1/4/'21

RECORD OWNERS/DEVELOPERS:

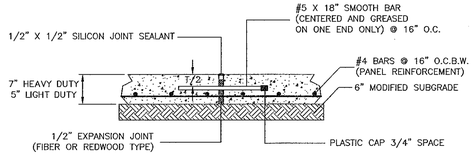
3621 WHITESTONE BLVD, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

LOCK AWAY 200 ROY RICHARD DRIVE, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

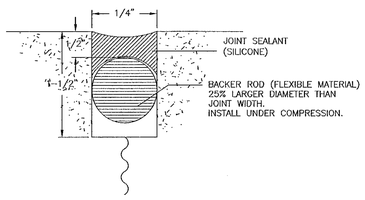
Date: Dec 31, 2020, 12:19pm User ID: jhance
File: \\DMC-NAS01-V1\Projects\19026\SITE PLAN EXHIBIT.dwg



RESTRAINED JOINT
CONSTRUCTION JOINT
N.T.S.

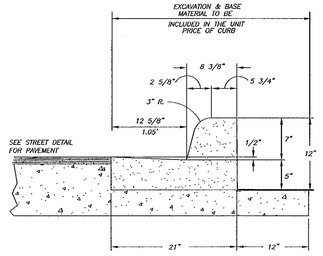


EXPANSION/CONTRACTION JOINT
CONSTRUCTION JOINT
N.T.S.

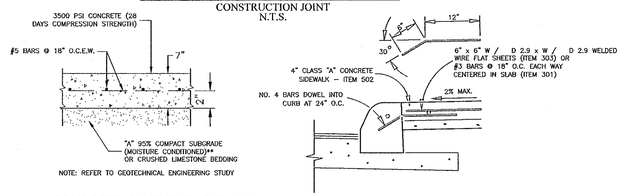


JOINT SEAL DETAIL
N.T.S.

NOTE:
1.) FULL DEPTH EXPANSION JOINTS SHALL BE PROVIDED AT RETURNS, TANGENTS AND 100 FT. INTERVALS OR PORTIONS THEREOF.
2.) DUMMY JOINTS SHALL BE PROVIDED AT 10 FOOT INTERVALS.
3.) CONCRETE SHALL BE CLASS B (2500 psi).

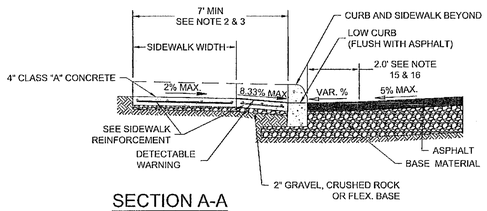


CONCRETE CURB
N.T.S.

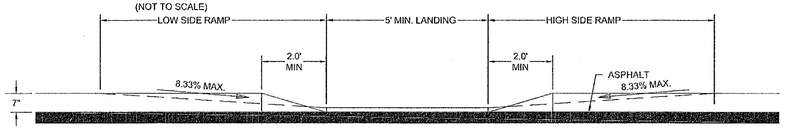


CONCRETE PAVEMENT SECTION AND DUMPSTER PAD
N.T.S.

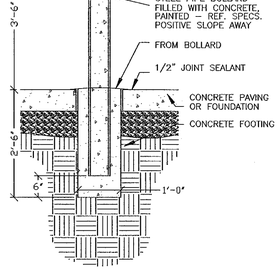
CONCRETE SIDEWALK ABUTTING CURB SECTION
N.T.S.



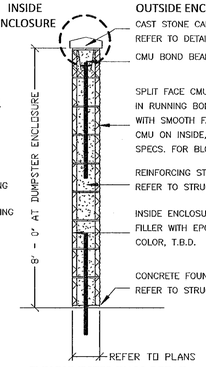
SECTION A-A
SIDEWALK SEPARATED FROM CURB
(NOT TO SCALE)



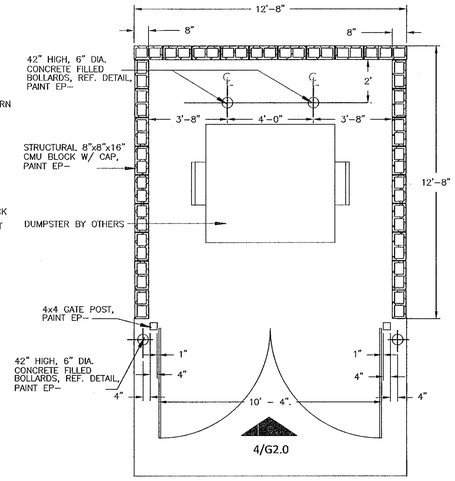
SECTION B-B
CURB PROFILE WHERE SIDEWALK SEPARATED FROM CURB
(NOT TO SCALE)



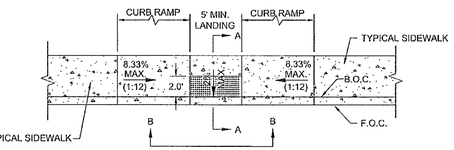
BOLLARD DETAIL
N.T.S.



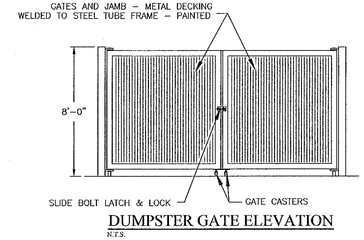
CMU DUMPSTER WALL DETAIL
N.T.S.



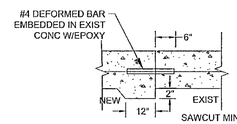
DUMPSTER PLAN
N.T.S.



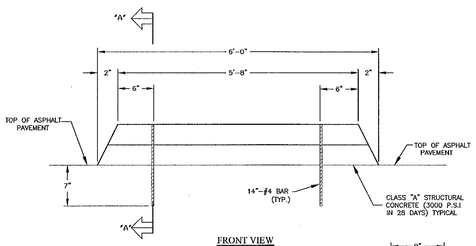
TYPICAL SIDEWALK RAMP - TYPE II
USED AT TEE INTERSECTIONS WHERE SIDEWALK ABUTS CURB
(NOT TO SCALE)



DUMPSTER GATE ELEVATION
N.T.S.



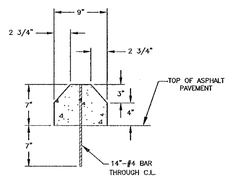
SIDEWALK TO EXIST SIDEWALK
(NOT TO SCALE)



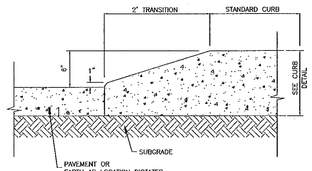
FRONT VIEW

NOTE: SEE DIMENSIONAL CONTROL PLANS FOR LOCATION OF WHEEL STOPS IN PARKING SPACES.

WHEEL STOP DETAIL
N.T.S.



SECTION "A-A"



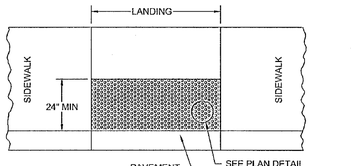
CURB TRANSITION DETAIL
N.T.S.

CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

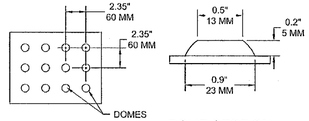
SIDEWALK DETAILS

	PROJECT NO.:		DATE: FEBRUARY, 1 2015
DRWN. BY: LBJ	DSGN. BY: LBJ	CHKD. BY: LBJ	SHEET NO.: 5 of 6

NOTES:
1. CURB SHALL BE TAPERED TO FINISH FLUSH WITH SIDEWALK.
2. BEGINNING RADIUS SHALL NOT ENCROACH ON ADJACENT PROPERTIES BASED ON A PROJECTION OF THE PROPERTY LINE FROM THE RIGHT OF WAY TO THE CURB LINE.
3. SIDEWALK SECTION SHALL BE REQUIRED ALONG ALL STREETS.
4. THE TOWN IS NOT RESPONSIBLE FOR VEHICLES THAT DRAG DUE TO GRADE OF DRIVEWAY. THE DRIVEWAY IS PRIVATELY MAINTAINED.



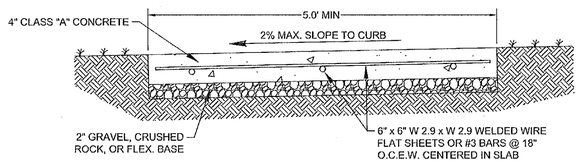
DETECTABLE WARNING AREA
(NOT TO SCALE)



PLAN DETAIL
(NOT TO SCALE)

DOME SECTION
(NOT TO SCALE)

APPROVED CAST-IN-PLACE DETECTABLE WARNINGS
1. CAST-IN-PLACE DETECTABLE WARNING SYSTEMS MUST BE POLYMER COMPOSITE
2. MATERIAL MUST BE "WET SET" INTO FRESHLY POURED CONCRETE.
3. PROTECT PRODUCT FROM DAMAGE UNTIL MATERIAL IS FULLY SET OR CURED.
4. PRODUCT MUST BE APPROVED BY THE ENGINEERING DEPARTMENT.



CONCRETE SIDEWALK SECTION
(NOT TO SCALE)

NOTES:
1. CURB SHALL BE TAPERED TO FINISH FLUSH WITH SIDEWALK.
2. BEGINNING RADIUS SHALL NOT ENCROACH ON ADJACENT PROPERTIES BASED ON A PROJECTION OF THE PROPERTY LINE FROM THE RIGHT OF WAY TO THE CURB LINE.
3. SIDEWALK SECTION SHALL BE REQUIRED ALONG ALL STREETS.
4. THE TOWN IS NOT RESPONSIBLE FOR VEHICLES THAT DRAG DUE TO GRADE OF DRIVEWAY. THE DRIVEWAY IS PRIVATELY MAINTAINED.
5. PROVIDE (1/2") EXPANSION JOINTS AT 50 FOOT INTERVALS.
6. CRACK CONTROL JOINTS SHALL BE PROVIDED AT 5 FOOT INTERVALS.
7. NO. 3 BARS @ 18" CENTERED EACH WAY OR 6 X 6 NO. 10 WWM FLAT SHEETS.
8. SIDEWALKS SHALL BE INSTALLED WITH A MINIMUM OF 2" ABOVE GROUND.
9. WHERE ADA ACCESS SIDEWALK TIES TO EXISTING SIDEWALK ON CULEBRA ADD #5 DOWELS @ 12" OC 6" INTO EXISTING AND PROPOSED CONCRETE.

CONCRETE DRIVEWAY NOTES
1. SIDEWALK SHALL HAVE A MINIMUM WIDTH OF 5' AND BE SHALL BE LOCATED A MINIMUM OF 2' FROM THE BACK OF CURB.
2. DUMMY JOINTS PARALLEL TO THE CURB SHALL BE PLACED WHERE THE SIDEWALK MEETS THE DRIVEWAY.
3. DUMMY JOINTS PERPENDICULAR TO THE CURB, AND WITHIN THE BOUNDARIES OF THE PARALLEL DUMMY JOINTS, SHALL BE PLACED AT INTERVALS EQUAL TO THE WIDTH OF THE SIDEWALK.
4. A MINIMUM OF TWO ROUND AND SMOOTH DOWEL BARS 3 /8" IN DIAMETER AND 18" IN LENGTH SHALL BE SPACED 18" APART AT EACH EXPANSION JOINT.
5. SIDEWALK RAMP LENGTHS SHALL BE OF SUFFICIENT LENGTH TO MAINTAIN 8.33% (1:12) MAXIMUM SLOPE. WHERE SIDEWALKS CROSS DRIVEWAYS, SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%.
6. SIDEWALK RAMP SURFACE SHALL BE BRUSH FINISHED.
7. SIDEWALK RAMP SURFACE SHALL BE BRUSH FINISHED.

DRIVEWAY REINFORCEMENT TABLE
RESIDENTIAL DRIVEWAY
#3 BARS 12" O.C. BOTH WAYS OR 6" x 6" W/ D4.7 x W/ D4.7 WELDED WIRE FLAT SHEETS)
COMMERCIAL DRIVEWAY
#4 BARS 12" O.C. BOTH WAYS OR 6" x 6" W/ D7.5 x W/ D7.5 WELDED WIRE FLAT SHEETS

DON MCCRARY & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
323 BRIESPORT
SAN ANTONIO, TEXAS 78216-2602
(210) 349-2651

STATE OF TEXAS
ROBERT DON McCRARY
34589
REGISTERED
PROFESSIONAL ENGINEER
1/4/21

No.	DATE

LOCKAWAY STORAGE - 200 ROY RICHARDS DRIVE

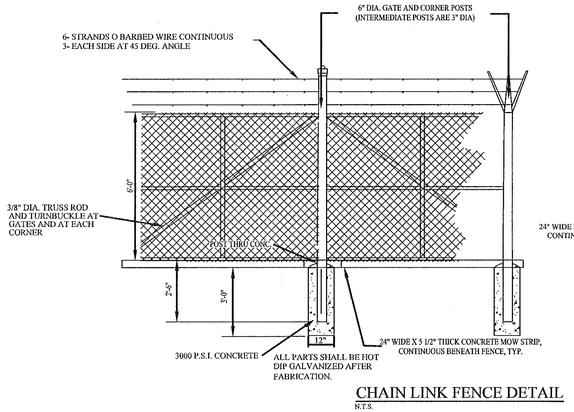
SITE PLAN DETAILS

CITY OF SCHERTZ, TEXAS

SHEET
C2.01

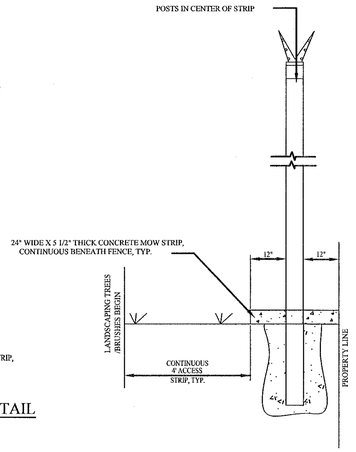
DRAWN BY:	CHECKED BY:
J. McNEW	EIM
DATE	PROJ. NO.
December 2020	19026

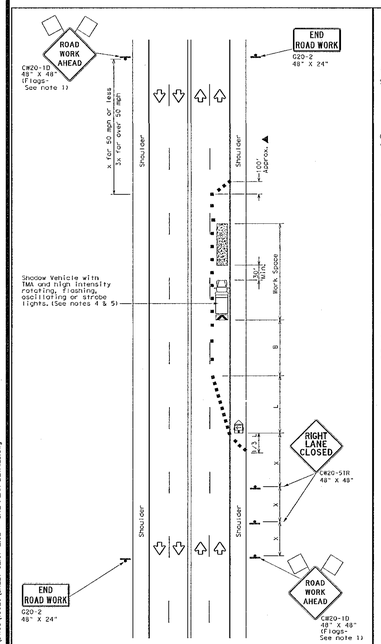
Date: Dec 31, 2020, 9:16am User ID: jmcne
File: I:\DM-Proj\19026\Civil\Sheets\SHEET C2.01 - SITE PLAN DETAILS.dwg



CHAIN LINK FENCE DETAIL

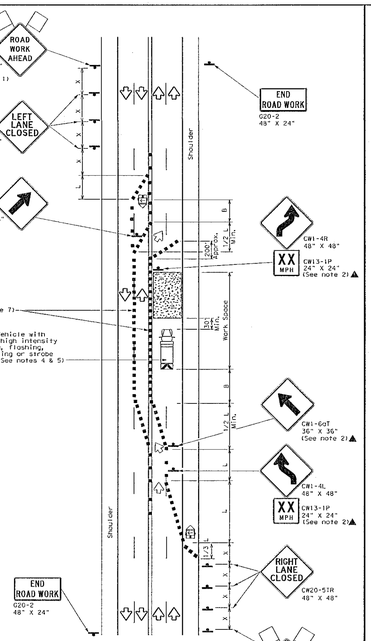
N.T.S.





TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed X	Formula	Minimum Desirable Taper Lengths X X 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	$L=WS$	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

※ Conventional Roads Only
※ Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓			

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect older work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

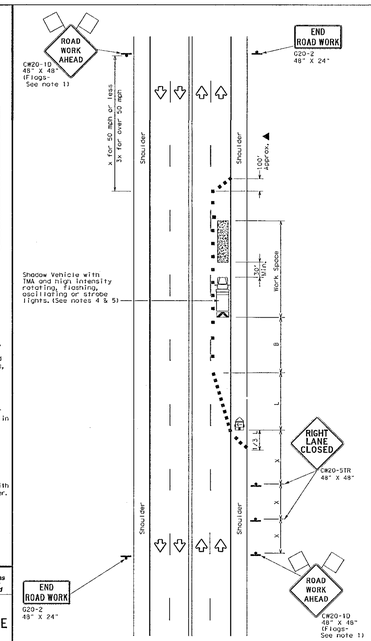
7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15'. If posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

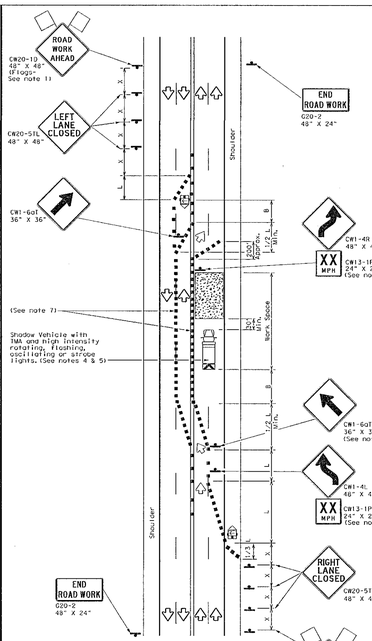
TCP(1-4)-18

FILE:	tcp1-4-18.dgn	DN:	CK:	DW:	CK:
©TxDOT	December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS					
2-94 4-98		DIST	COUNTY		SHEET NO.
8-95 2-12					
1-97 2-18					



TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed X	Formula	Minimum Desirable Taper Lengths X X 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	$L=WS$	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

※ Conventional Roads Only
※ Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓			

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect older work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15'. If posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-18

FILE:	tcp1-4-18.dgn	DN:	CK:	DW:	CK:
©TxDOT	December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS					
2-94 4-98		DIST	COUNTY		SHEET NO.
8-95 2-12					
1-97 2-18					

No.	DATE

STATE OF TEXAS
ROBERT DON McCRARY
34589
REGISTERED PROFESSIONAL ENGINEER
Don McCrary PE
1/4/21

DON McCRARY & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
324 BEITEL FRONT SAN ANTONIO, TEXAS 78216-2602
(210) 349-2651

LOCKAWAY STORAGE - 200 ROY RICHARDS DRIVE

SITE PLAN DETAILS

CITY OF SCHERTZ, TEXAS

SHEET
C2.02

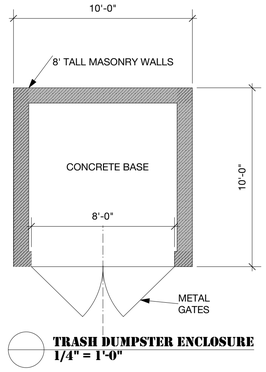
DRAWN BY:	CHECKED BY:
J. McNEW	EIM
DATE	PROJ. NO.
December 2020	19026

Date: Dec 31, 2020, 8:14am User ID: jmcnew
File: \\DMC-NAS-1\Projects\19026\SHEET 02.01-2.02 - SITE PLAN DETAILS.dwg



FLOOR PLAN BLDG A
1/16" = 1'-0"40,771 SF

NORTH



TRASH DUMPSTER ENCLOSURE
1/4" = 1'-0"

PARKING REQUIRED AND PROVIDED

PARKING REQUIREMENT AND PARKING PROVIDED AS PER UDC SEC. 21.10.14

OFFICE AREA:	315 SFF
PARKING REQUIRED:	1 SPACE/300 SF
PARKING PROVIDED	1 Space
TL. STORAGE AREA:	80,764 SF
PARKING REQUIRED:	1SPACE/3000 SF 27 SPACES
PARKING PROVIDED/STORAGE:	27 SPACES
TL. PARKING PROVIDED FOR OFFICE+STORAGE:	28 SPACES

REVISED 9/24/20 AS PER CITY SUP REVIEW DATED 7/2/2020

Date: **1/13/20**
Time: **8:35:10 AM**
File name: **SUP PRELIMS.vwx**

REVISIONS

Lock Away Storage
200 Roy Richards Drive
Schertz, Texas

Bartholomew
Architecture / Development Services
studio:
4703 Oakwood Austin, Texas 78723
o- 512-992 – 8282
e- RANDY@BARTHOLOMEW.CO

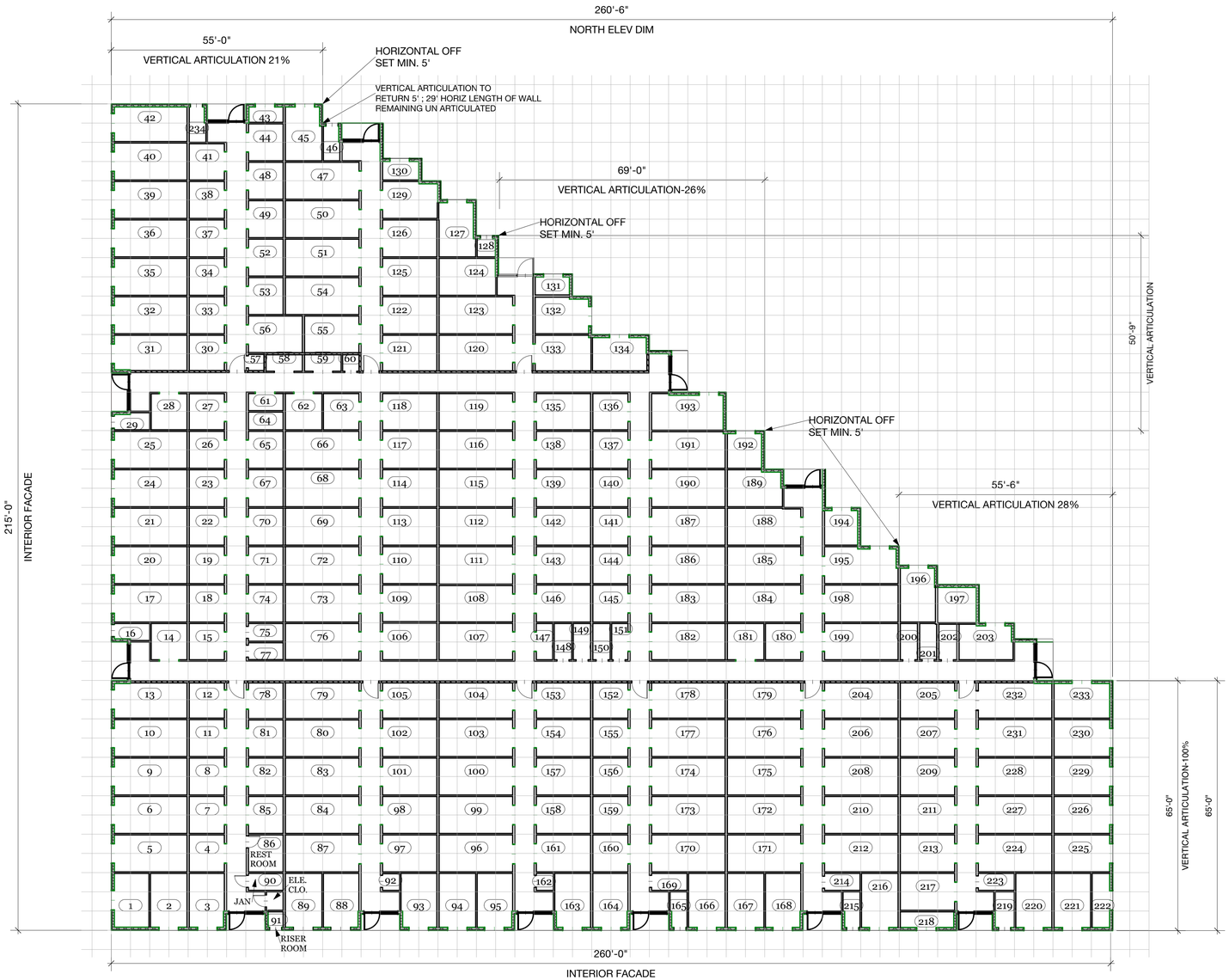
These contract documents may not be used by anyone other than the owner designated by the architect. These documents may not be used on any site other than the project site listed herein. Unauthorized duplication /modification in whole or in part will constitute infringement. These drawings must be stamped, signed, dated by the architect prior to begining construction. Any construction document used for construction without the architect's stamp/signature/date is an illegal act and is the responsibility of the party using / modifying the document.

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION

SHEET NO.: 1
OF: **SHEETS**
PROJECT NO.:
DATE STAMPED:

REGISTERED ARCHITECT
THOMAS R. BARTHOLOMEW
6125
STATE OF TEXAS

DATE:



FLOOR PLAN BLDG B
1/16" = 1'-0" 39,933 SF

NORTH

REVISED 9/24/20 AS PER CITY
SUP REVIEW DATED 7/2/2020

Date: **1/13/20**
Time: **8:35:10 AM**
File name: **SUP PRELIMS.vwx**

REVISIONS

Lock Away Storage
200 Roy Richards Drive
Schertz, Texas

Bartholomew
Architecture / Development Services
studio:
4703 Oakwood Austin, Texas 78723
o- 512-992 - 8282
e- RANDY@BARTHOLOMEW.CO

These contract documents may not be used by anyone other than the owner designated by the architect. These documents may not be used on any site other than the project site listed herein. Unauthorized duplication /modification in whole or in part will constitute fraud. Any plans or drawings must be stamped, signed, dated by the architect prior to begining construction. Any construction document used for construction without the architect's stamp/signature/date is an illegal act and is the responsibility of the party using / modifying the document.

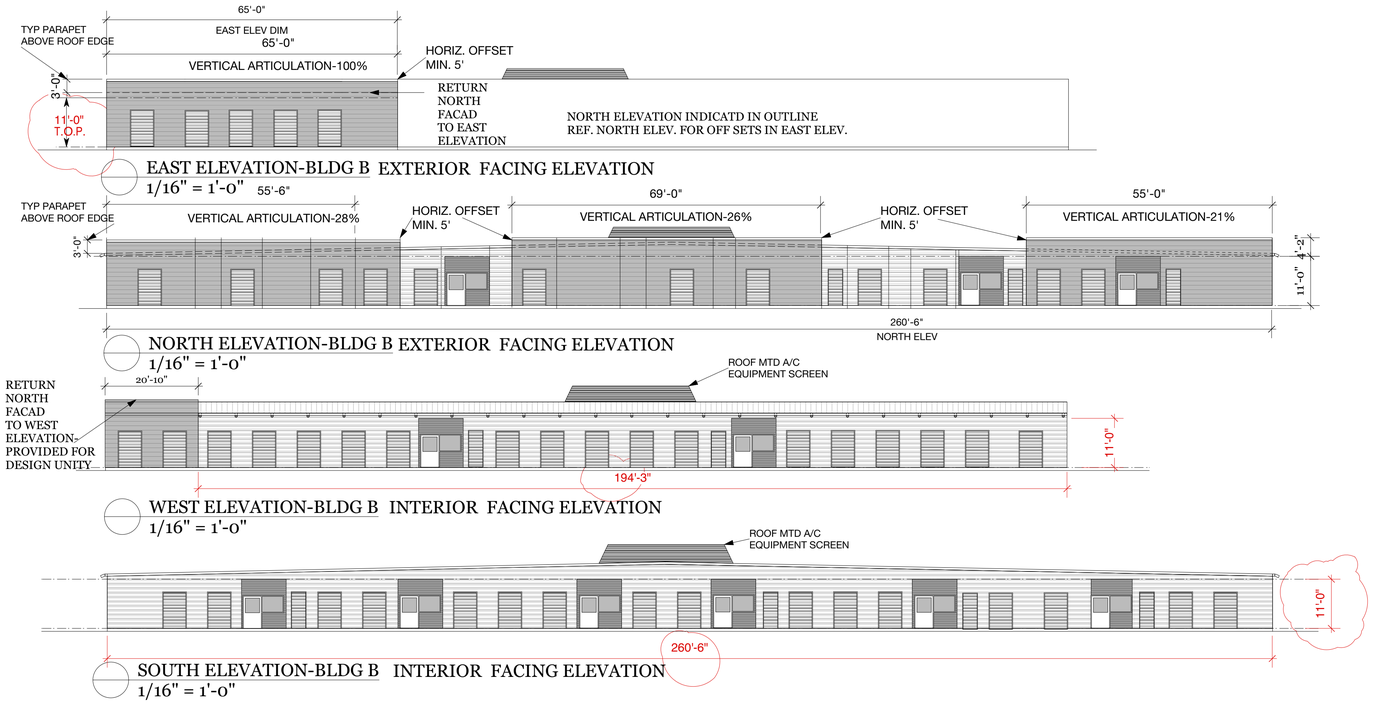
NOTE:
CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION

SHEET NO.:
2
OF: SHEETS

PROJECT NO.:
DATE STAMPED:

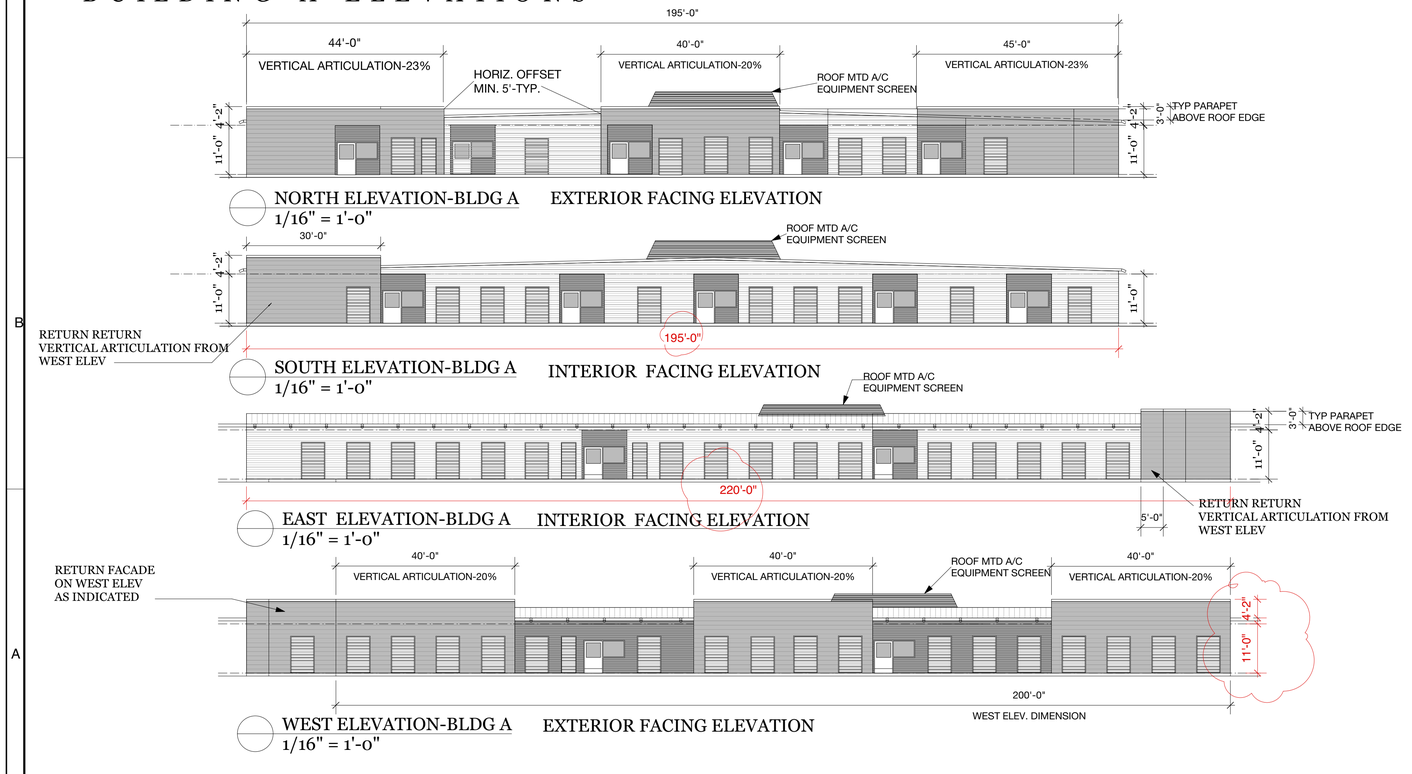
REGISTERED ARCHITECT
THOMAS R. BARTHOLOMEW
6125
STATE OF TEXAS

DATE:



BUILDING 'B' ELEVATIONS

BUILDING 'A' ELEVATIONS



REVISIONS

Lock Away Storage
200 Roy Richards Drive
Schertz, Texas

Bartholomew
Architecture / Development Services
studio:
4703 Oakwood Austin, Texas 78723
o: 512-992 - 8282
e: RANDY@BARTHOLOMEW.CO

These contract documents may not be used by any person entity other than designated by the architect. These documents may not be used on any site other than the project site listed herein. Unauthorized duplication /modification in whole or in part will result in legal action. Signed, sealed by the architect prior to beginning construction. Any construction document used for construction without the architect's stamp/signature/date is an illegal act and is the responsibility of the party using / modifying the document.

NOTE:
CONTRACTOR
SHALL VERIFY ALL
DIMENSIONS PRIOR
TO CONSTRUCTION

SHEET NO.:

OF: 3 SHEETS

PROJECT NO.:

DATE STAMPED:

REVISED 12/17/20 AS PER CITY SUP REVIEW DATED 7/2/2020

REVISED 9/24/20 AS PER CITY SUP REVIEW DATED 7/2/2020

Date: **12/17/20**
Time: **9:47:35 AM**
File name: **2 SUP PRELIMS.vwx**

DATE:

LANDSCAPE ORDINANCE COMPLIANCE

1. LANDSCAPING REQUIRED

TOTAL SITE AREA:	520,458 SF
20% TOTAL LANDSCAPE REQUIRED:	104,092 SF
TOTAL LANDSCAPING PROVIDED:	21884 SF PROPOSED LANDSCAPE
	128,550 SF UNDISTURBED AREA
	150,434 SF (28.9%)
TOTAL TREES REQUIRED:	
INDUSTRIAL SITE (60% OF GROSS LOT AREA):	312,275 SF
(9) TREES PER ACRE (43,560 SF)	65 TREES REQUIRED
TOTAL TREES PROVIDED ON SITE:	**65 TREES PROVIDED**

2. LANDSCAPING IN FRONT YARD

LANDSCAPING IN FRONT YARD REQUIRED:	104,092 SF x 40%: 41,637 SF
LANDSCAPING IN FRONT YARD PROVIDED:	**138,429 SF (100%) PROVIDED**

3. PARKING LOT LANDSCAPING

TOTAL PARKING LOT AREA: 14,906 SF x 10%:	1491 SF PARKING LOT LANDSCAPING REQUIRED
TOTAL PARKING LOT LANDSCAPING PROVIDED:	**3225 SF (21.6%) PROVIDED**
TREES REQUIRED PER PARKING LOT: 1491 SF / 400 SF:	4 PARKING LOT TREES REQUIRED
TREE PROVIDED IN PARKING LOT:	**7 PARKING LOT TREES PROVIDED**

4. PARKING LOT SCREENING

PROVIDED AS REQUIRED

5. PERIMETER LANDSCAPING

LF ALONG FM 78: 580 LF / 20 LF:	29 TREES REQUIRED
PROVIDED VIA PROPOSED & UNDISTURBED	29 TREES PROVIDED

6. MULTI-FAMILY / RESIDENTIAL BUFFER

NOT APPLICABLE.

7. IRRIGATION

ALL NEW LANDSCAPE WILL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

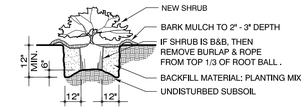
GENERAL NOTES:
1. REFER TO SPECIFICATIONS FOR ALL CONTRACT PLANTING.
2. INSTALL APPROVED IMPORTED PLANTING MIX TO MIN. DEPTH OF 6" IN ALL AREAS SCHEDULED AS LANDSCAPE PLANTING AREAS.
3. INSTALL APPROVED IMPORTED TOPSOIL TO 4" DEPTH IN ALL TURFGRASS AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES IN THE FIELD PRIOR TO INSTALLATION AND MUST REPORT ANY DEVIATION IN SITE CONDITIONS TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK IN THE AFFECTED AREA.
5. WHERE SHOWN ON THESE PLANS, UTILITY INFORMATION IS PROVIDED FOR REFERENCE ONLY. REF. CIVIL AND MEP PLANS FOR ALL UTILITY INFORMATION.
6. VERIFY LOCATION AND DEPTH OF ALL EXISTING AND PROPOSED UTITILIES PRIOR TO ANY EXCAVATION. IN THE EVENT POTENTIAL CONFLICT(S) OCCUR BETWEEN UTILITIES AND LANDSCAPE IMPROVEMENTS, IMMEDIATELY CEASE WORK IN THE AFFECTED AREA, REPORT THE CONFLICT(S) TO THE OWNER'S REPRESENTATIVE, AND DO NOT PROCEED UNTIL RECEIPT OF SPECIFIC WRITTEN DIRECTION.

URBAN DEER NOTES:
1. AT THE TIME THESE DOCUMENTS WERE PREPARED THE LANDSCAPE ARCHITECT WAS NOT AWARE OF A LOCAL URBAN DEER POPULATION.
2. IN THE EVENT AN URBAN DEER POPULATION IS DISCOVERED, CONTRACTOR IS SOLELY RESPONSIBLE FOR PROTECTING ALL NEWLY-INSTALLED PLANTS THROUGH THE 30-DAY MAINTENANCE PERIOD.
3. APPLY "LIQUID FENCE" (OR APPROVED EQUAL) TO ALL PLANTS AS NEEDED TO DISCOURAGE BROWSING BY DEER.
4. ANY NEWLY-INSTALLED PLANTS EATEN OR BROWSED BY DEER PRIOR TO THE EXPIRATION OF THE 30-DAY MAINTENANCE PERIOD SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.

OVERHEAD ELECTRIC NOTES:
1. ALL PROPOSED LARGE SPECIES TREES (AS DEFINED BY THE UNIFIED DEVELOPMENT CODE IN EFFECT HEREOF) SHALL BE PLANTED NO CLOSER THAN 20' TO ALL OVERHEAD ELECTRIC UTILITY LINES.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD LOCATING ALL OVERHEAD ELECTRIC UTILITY LINES AND ENSURING THAT NO LARGE SPECIES TREES ARE PLANTED WITHIN 20' OF ANY OVERHEAD ELECTRIC UTILITY LINES.
3. WHERE CITY INSPECTORS FIND ANY PROPOSED LARGE SPECIES TREES TO BE IN VIOLATION OF PROXIMITY TO OVERHEAD ELECTRIC UTILITY LINES, THE CONTRACTOR SHALL RELOCATE TREES AT NO ADDITIONAL COST TO THE OWNER.

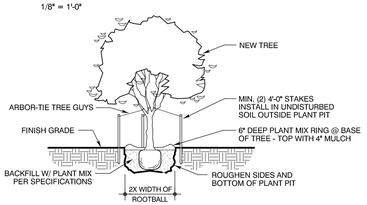
PLANT SCHEDULE 2 — SIZE = CALIPER OR SPREAD

QTY.	SYM.	SCIENTIFIC NAME	COMMON NAME	HGT.	SIZE	CONDITION	REMARKS
TREES							
14	PM	Platanus mexicana	MEXICAN SYCAMORE	-	3" CAL.	B and B	DECIDUOUS / SINGLE STEM
13	QS	Quercus shumardii	SHUMARD OAK	-	3" CAL.	B and B	DECIDUOUS / SINGLE STEM
14	QV	Quercus virginiana	LIVE OAK	-	3" CAL.	B and B	EVERGREEN / SINGLE STEM
13	UC	Ulmus crassifolia	CEDAR ELM	-	3" CAL.	B and B	DECIDUOUS / SINGLE STEM
SHRUBS							
104	PAC	Plumbago auriculata 'Capensis'	CAPE PLUMBAGO	-	5 GAL.		EVERGREEN / PLANT AT 3'-0" O.C.
87	RRZ	Rosa 'Radrazz'	'RADRAZZ' KNOCK-OUT ROSE	-	5 GAL.		EVERGREEN / PLANT AT 3'-0" O.C.
GROUNDCOVERS AND GRASSES							
		Cynodon dactylon '419'	'419' HYBRID BERMUDAGRASS	-		SOLID SOD	SEE SPECIFICATIONS
			3" - 4" 'TEXAS BLEND' RIVER ROCK	-			APPLY TO 4" DEPTH OVER COMPACTED SUBGRADE W/ GEO-TEXTILE WEED BARRIER AND PRE-EMERGENT HERBICIDE. FILL UNDER ADJACENT SHRUBS.



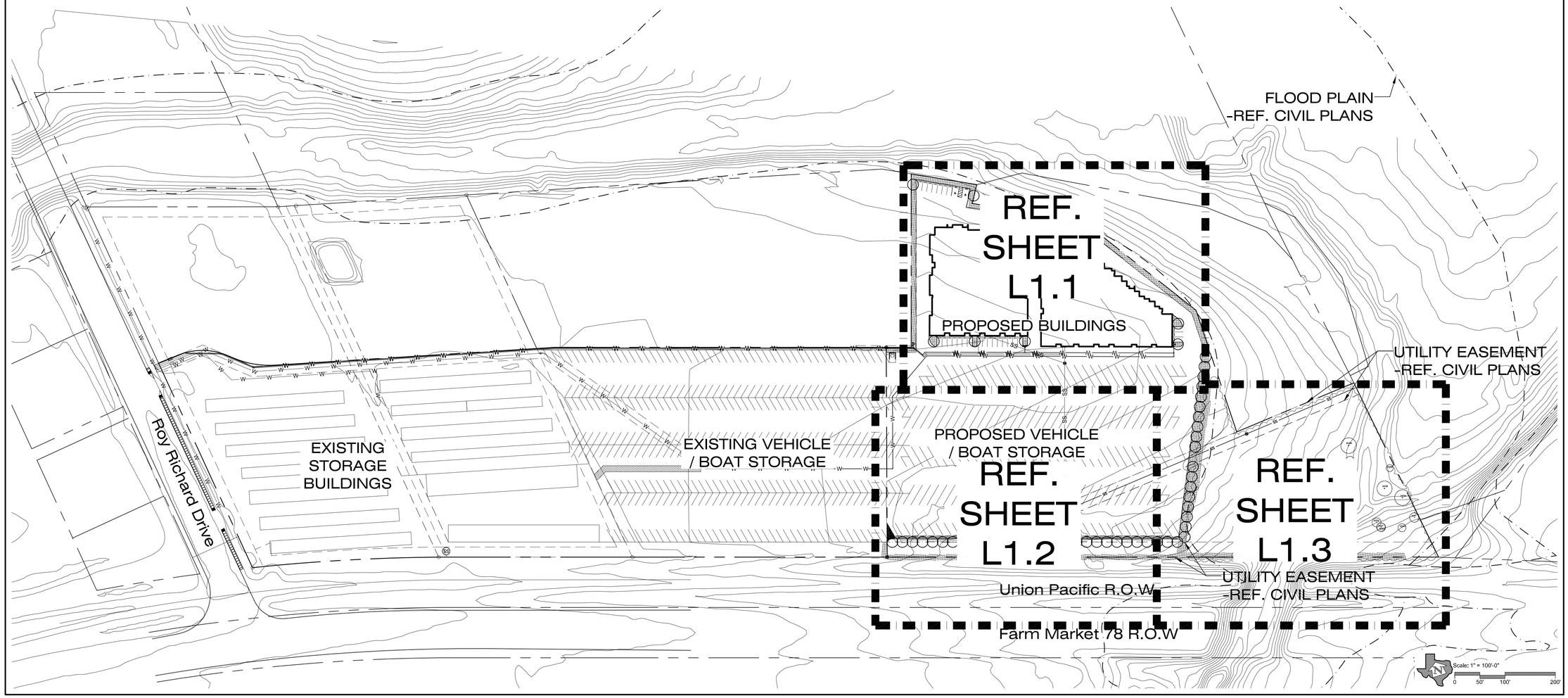
SHRUB PLANTING DETAIL

NEW SHRUBS
1/8" = 1'-0"



TREE PLANTING DETAIL

NEW TREES
1/8" = 1'-0"



HORIZON
DESIGN AND DEVELOPMENT
PLANNING LANDSCAPE ARCHITECTURE DEVELOPMENT CONSULTING
14607 San Pedro Ave., Suite 200
San Antonio, Texas 78232
210.831.8564 jrobinson@horizondesign-sa.com

REGISTERED LANDSCAPE ARCHITECT
JON ROBINSON
2375
STATE OF TEXAS

12.4.20

The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
LockAway Storage

18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT
LockAway Storage Building Addition

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS
1. City Comments 10/22/20
2. City Comments 12/4/20

PROJECT NUMBER
2019-212

Drawn By: jv
Checked By: jr

Sheet Title:
OVERALL LANDSCAPE PLANTING PLAN

Sheet Number:
L1.0

Issue Date:
May 29, 2020

VEHICULAR USE AREA TO BE SCREENED VIA FENCE - REF. CIVIL PLANS

2

PM

PROPOSED PARKING

PM

ALL LANDSCAPE TO BE WATERED VIA AUTOMATIC IRRIGATION (TYP.) - REF. IRRIGATION PLANS

1/8" x 4" METAL EDGER - TYP. AS SHOWN @ PLANTER AREAS

FLOODPLAIN -REF CIVIL PLANS

2

10' WIDE UTILITY EASEMENT (TYP.) -REF CIVIL PLAN

PROPOSED STORAGE BUILDING

PROPOSED STORAGE BUILDING

2

VEHICULAR USE AREA TO BE SCREENED VIA FENCE - REF. CIVIL PLANS

10' WIDE UTILITY EASEMENT (TYP.) -REF CIVIL PLAN

2

PM

PROPOSED PARKING

PM

PM

PROPOSED PARKING

PM

QV

QV

2

UNDERGROUND UTILITIES (TYP.) -REF GEN. NOTES

UNDERGROUND UTILITIES (TYP.) -REF GEN. NOTES

UNDERGROUND UTILITIES (TYP.) -REF GEN. NOTES

PROPOSED VEHICLE / BOAT STORAGE

MATCHLINE - REF. SHEET L1.2

Scale: 1" = 20'-0"

0 10' 20' 40'

HORIZON
DESIGN and DEVELOPMENT

PLANNING LANDSCAPE ARCHITECTURE
DEVELOPMENT CONSULTING

14607 San Pedro Ave., Suite 200
San Antonio, Texas 78232
210.831.8564 jrobinson@horizondesign-sa.com

REGISTERED LANDSCAPE ARCHITECT
JON ROBINSON
2375
STATE OF TEXAS

12.4.20

The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
LockAway Storage

18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT
LockAway Storage
Building Addition

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS
1. City Comments 10/22/20
2. City Comments 12/4/20

PROJECT NUMBER
2019-212

Drawn By: jv

Checked By: jr

Sheet Title:
LANDSCAPE PLANTING PLAN

Sheet Number:
L1.1

Issue Date:
May 27, 2020

MATCHLINE - REF. SHEET L1.1

MATCHLINE - REF. SHEET L1.3

PROPOSED VEHICLE / BOAT STORAGE

PROPOSED VEHICLE / BOAT STORAGE

PROPOSED VEHICLE / BOAT STORAGE

PROPOSED VEHICLE / BOAT STORAGE

PROPOSED VEHICLE / BOAT STORAGE

RIVER ROCK (TYP.) -REF PLANT SCHEDULE

25' WIDE UTILITY EASEMENT (TYP.) -REF CIVIL PLAN

UNDERGROUND UTILITIES (TYP.) -REF GEN. NOTES

30' WIDE UTILITY EASEMENT (TYP.) -REF CIVIL PLAN

1/8" x 4" METAL EDGER - TYP. AS SHOWN @ PLANTER AREAS

ALL LANDSCAPE TO BE WATERED VIA AUTOMATIC IRRIGATION (TYP.) - REF. IRRIGATION PLANS

UNDERGROUND UTILITIES (TYP.) -REF GEN. NOTES

QS QS QS QS UC UC UC UC QV QV QV QV QS QS QS QS UC UC UC UC QV QV QV QV QS QS

Union Pacific R.O.W.

Farm Market 78 R.O.W

Scale: 1" = 20'-0"
0 10' 20' 40'

HORIZON
DESIGN AND DEVELOPMENT
PLANNING LANDSCAPE ARCHITECTURE
DEVELOPMENT CONSULTING
14607 San Pedro Ave., Suite 200
San Antonio, Texas 78232
210.831.8564 jrobinson@horizondesign-sa.com

REGISTERED LANDSCAPE ARCHITECT
JON ROBINSON
2375
STATE OF TEXAS

12.4.20

The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
LockAway Storage

18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT
LockAway Storage
Building Addition

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS
1. City Comments 10/22/20
2. City Comments 12/4/20

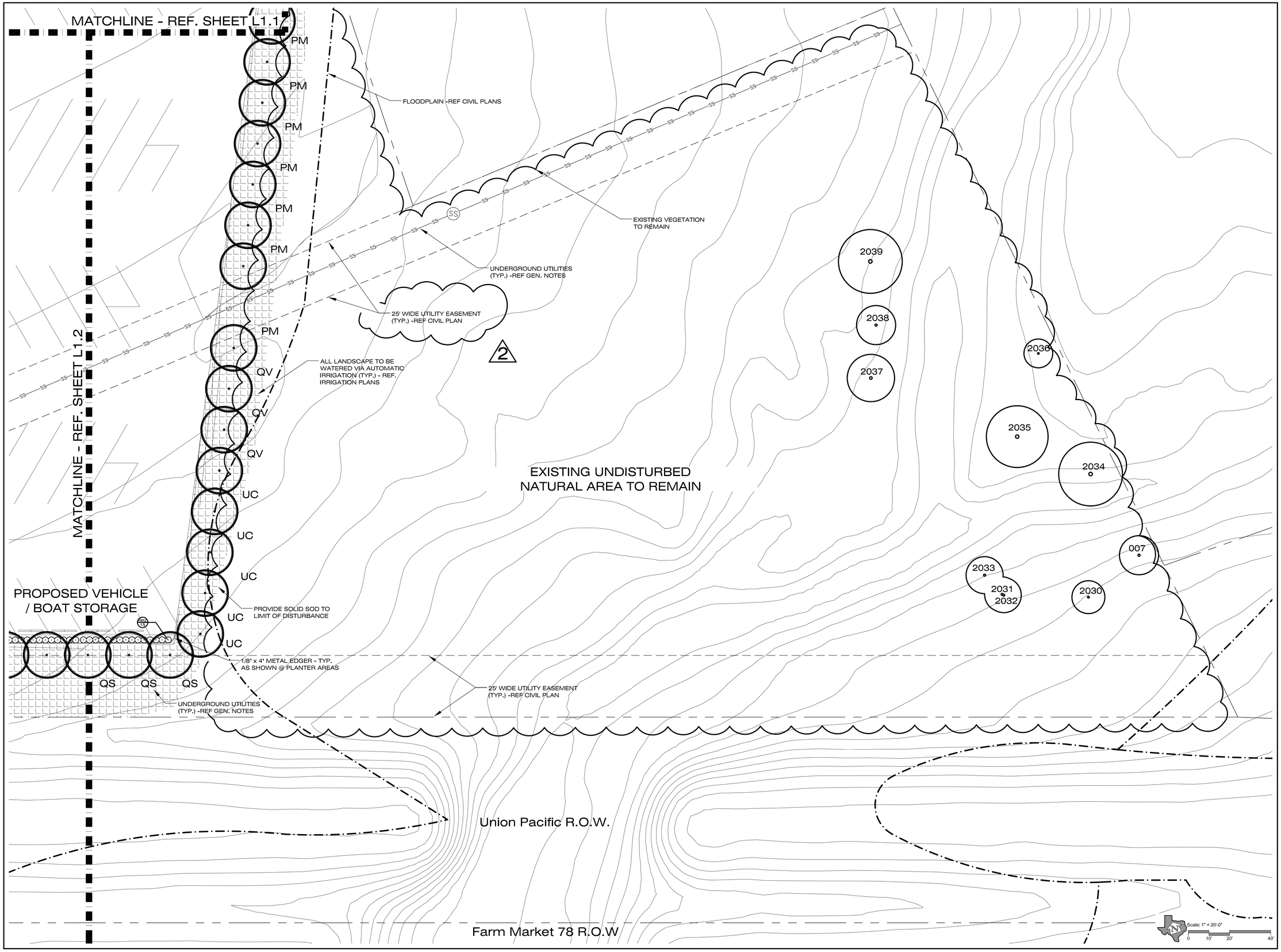
PROJECT NUMBER
2019-212

Drawn By: jv
Checked By: jr

Sheet Title:
LANDSCAPE PLANTING PLAN

Sheet Number:
L1.2

Issue Date:
May 27, 2020



HORIZON
DESIGN AND DEVELOPMENT
PLANNING LANDSCAPE ARCHITECTURE
DEVELOPMENT CONSULTING
14607 San Pedro Ave., Suite 200
San Antonio, Texas 78232
210.831.8564 jrobinson@horizondesign-sa.com

REGISTERED LANDSCAPE ARCHITECT
JON ROBINSON
2375
STATE OF TEXAS

12.4.20

The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
LockAway Storage

18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT
LockAway Storage
Building Addition

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS

1.	City Comments	10/22/20
2.	City Comments	12/4/20

PROJECT NUMBER
2019-212

Drawn By: jv
Checked By: jr

Sheet Title:
ENALRGED LANDSCAPE PLANTING PLAN

Sheet Number:
L1.3

Issue Date:
May 27, 2020

PART 1 - GENERAL

1.1 Work Included
A. Place and spread topsoil and planting mix.
B. Install edging at planter areas.
C. Excavate and prepare plant pits.
D. Place plants in pits and backfill with planting mix.
E. Prune plants.
F. Apply mulch to planter areas.
G. Install solid sod, hydromulch, or seed mix.
H. Guarantee plants.
I. Inspect plants during the Guarantee Period.

1.2 Reference Standards
A. Nomenclature and size. All plants must be true to name and size in conformance with the following standards:
B. American Joint Committee on Horticultural Nomenclature, 1942 ed. of Standardized Plant Names (Mount Pleasant Press, J. Horace McFarland Co., Harrisburg PA)
C. American Standard of Nursery Stock, 1973 ed. (American Association of Nurserymen, Inc., Washington DC)

1.3 Submittals
A. Submit weed control program in accordance with Sec. 01300
1. Indicate chemicals to be employed, manufacturer's printed instructions as to dilution and application, solution strength, application method, rates, and frequency, and frequency of manual weeding.
2. Submit chemical manufacturer's written certificate that material proposed for use meets local, state, and federal regulations for the type of material proposed and that the material is not toxic to humans and animals if applied per the manufacturer's written instructions.
B. Submit topsoil sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate topsoil supplier source.
2. Provide laboratory test results indicating compliance w/ topsoil composition requirements.
C. Submit planting mix sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate planting mix supplier source.
2. Provide laboratory test results indicating compliance w/ planting mixl composition requirements
D. Submit bark mulch sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate bark mulch supplier source.
E. Submit decomposed granite sample (min. 1-gal. bag) in accordance with Sec. 01300
1. Indicate decomposed granite supplier source.
F. Submit irrigation system product data in accordance with Sec. 01300.
1. Provide manufacturers' cut sheets indicating compliance with all equipment specified in the Irrigation Plans

1.4 Product Delivery, Storage, and Handling
D. Handle and store all materials in such a manner as to prevent damage.

1.5 Existing Conditions
A. Prior to commencement of work, investigate the site, locate and identify all existing underground utilities that may conflict with the installation of the work described in the contract documents, and notify the Landscape Architect of the conflict and do not proceed with construction in the affected area without specific direction.
B. Protect identified utilities from damage during installation.

1.6 Guarantee
A. All plants will be guaranteed against defects, including death and unsatisfactory growth, for a period of 12 months following the date of Substantial Completion. If replacement plants are installed, they will be guaranteed for an additional 12 months following their installation.

1.7 Responsibilities of Owner and Contractor
A. The Contractor will provide monthly inspections of the project during construction and the guarantee period and immediately provide to the Owner and the Landscape Architect a written report identifying any irregularities which affect the guarantee.
B. The Contractor will monitor any construction, whether conducted by other trades or the Owner's employees, adjacent to new and existing plants. The Contractor will identify and document any damage to the plants and immediately notify the Landscape Architect of same. The Contractor will replace any damaged plants at no expense to the Owner. Any reimbursement from other trades or contractors shall be the sole responsibility of the Contractor.
C. The Contractor will remove and replace all dead plants.
D. The Contractor will ensure all plants are installed in an upright position and to proper finish grade and will reset any plants not installed accordingly.
E. The Contractor will have the sole responsibility for ensuring that all plants are maintained and watered adequately.

1.8 Final Inspection
A. At the conclusion of the guarantee period, the Landscape Architect will inspect the planting to assess the final acceptance of the installation. Only plants that are alive and healthy will be accepted. The Contractor will replace any plants that are dead or, in the sole opinion of the Landscape Architect, in an unhealthy or unsightly condition or have lost their natural form due to dead or removed branches. The Contractor will bear the cost of replacing any plants.

1.9 Quality Assurance
A. Before entering into a contract with any subcontractor, the General Contractor will investigate the proposed subcontractor's reputation and ability to perform the work and determine whether the subcontractor is stable, reputable, and skilled in this area of work. The General Contractor will require and review a minimum of the following submittals:
1. Experience. The subcontractor will be a single firm specializing in landscape installation with a minimum 5 years documented experience. Documentation will demonstrate a minimum 10 installations of equal or greater size. The subcontractor will furnish the name, address, and telephone number for both the General Contractor and Owner on these projects, as well as the contract price, the company name under which the work was performed, and completion date,
2. Personnel. The subcontractor will provide a list of the project manager and foreman proposed to complete the work, their years of experience in the industry, any formal training, and years of service with the current company. If a separate irrigation subcontractor is to be used, the same information will be provided.
3. Business Expertise. The subcontractor will submit a current audited financial statement, current insurance certificate, contact information for their insurance company, bonding capacity and bonding company, and contact information for their bonding company.
B. Should the subcontractor selected by the General Contractor default on the contract, fail to complete the work in conformance with the Contract Documents, or enter into bankruptcy, the Owner will pay the Landscape Architect as an additional service for any additional work occasioned by the subcontractor's default

PART 2 - PRODUCTS

2.1 Materials
A. Topsoil. Provided by the landscape subcontractor from local sources, sandy loam which is fertile, friable, surface soil. Topsoil will be free of rocks, stones, subsoil, building debris, weeds, grass, clay lumps, and other materials which would be detrimental to turfgrass growth. Topsoil composition will be not less than 7% nor more than 12% clay and not more than 12% silt.
B. Planting Mix. Plant mix composition will be 35% compost, 33% red sand, 16% composted topsoil, and 16% pine bark mulch.
C. Commercial Fertilizer. Complete fertilizer of neutral character, with some elements derived from organic sources and containing available plant nutrients in the following percentages:
1. For trees and shrubs - Woodace Top Dress Special (20-4-11, 8 - 9 month formula) at a rate of 5 to 10 lbs. per 100 SF.
2. For lawns - Min. 1 lb. of actual nitrogen per 100 SF of lawn area, min. 4% phosphoric acid, and min. 2% potassium. Provide nitrogen in a form that will be available to turfgrass during the initial period of growth and in a minimum 50% organic form.

2.2 Plant Materials
A. The drawings contain a complete list of plant species, quantities, sizes, and other requirements. In the event that discrepancies occur between the quantities of plants indicated on the plant list and as indicated on the drawings, the plant quantities shown on the drawings will be given precedence.
B. No substitutions of plants will be permitted without express prior written authorization by the Landscape Architect.
C. All plants will comply with state and federal inspection and diseases infestation laws.
D. All plants will be typical of their species or variety, with normal, well-developed branches and vigorous root systems.
E. All plants will be healthy and vigorous, free from defects, disfiguration, knots, abrasions, sunscald, diseases, insect eggs or larvae, borers, and all other forms of diseases or infestations.
F. All plants will be nursery stock. Any plants gathered from native stands must be kept under nursery conditions for a minimum of 1 full growing season, must be free from all foreign plants and weeds, and must meet all other requirements of the Contract Documents.
G. Container-grown plants must exhibit development of fibrous roots and have a root mass that will retain its shape when removed from the container. Plants grown in smaller containers must have root growth sufficient to reach the sides of the container. Root-bound container-grown plants will be rejected.
H. Container sizes of a large grade than listed in the American Standard for Nursery Stock (ASNS) shall be determined by the volume of the root ball specified in the ASNS for plants of the same size.
I. All bare root plants must have a heavy, fibrous root system and dormant buds at the time of planting.
J. All plants must have average height and spread proportions and branching habit in accordance with the appropriate sections of the ASNS.
K. All plants which have girdled roots, stem, or major branch, have deformities of the stem or major branch, lack symmetrical growth habits, have dead or defoliated portions, or have any defect, injury, or conditions which in the sole opinion of the Landscape Architect renders them unsuitable, will be rejected.
L. Balled and burlapped plants must have a solid ball of earth of minimum specified size held securely in place by burlap and stout rope. Oversized or exceptionally heavy plants will be accepted provided the size of the root ball or spread of the roots is increased proportionally. Root balls must be tight, unbroken, and free of weed or foreign plant growth. Root balls shall have the following depth-to-diameter ratios: root ball diameters of less than 20" = minimum depth of 75% of the diameter; root ball diameters of 20" to 30" = minimum depth of 2/3 of the diameter; root ball diameters over 30" = minimum depth of 60% of the diameter.
M. Plants delivered as a single unit of 25 or less of the same size, species, and variety must be clearly marked and tagged. Plants delivered in large quantities of more than 25 must be segregated as to variety, grade, and size, and 1 plant in each 25 plants, or fraction thereof, of each size, species, and variety, must be tagged.
N. Plants stored under temporary conditions will be the responsibility of the Contractor and must be protected at all times from extreme weather conditions by insulating the root balls with sawdust, soil, mulch, or other approved measure. Plants stored on paved areas must be separated from the pavement with an insulating layer.
O. Protecting stored plants from theft or vandalism will be the sole responsibility of the Contractor. Any stolen plants will be replaced at no cost to the Owner.

2.3 Miscellaneous Materials
A. Mulch. Shredded native mulch applied to a depth of 4" beneath all new trees and 4" beneath all shrubs.
B. Stakes. Sound new hardwood, treated softwood, or redwood stakes, free of knot holes and other defects, or metal stakes. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, minimum 12-gauge, with zinc-coated turnbuckles. Provide minimum ½" diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size, to protect tree trunks and branches from damage by wires. All new trees are to be staked.
C. Anti-Dessicant: Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's full identified containers and mix in accordance with manufacturer's instructions.
D. Plastic trunk protectors: Provide ArborGard+, AG 9-4+ by Deep Root Partners, L.P. (or equal), (1-800-458-7668) to protect new trees from damage by string trimmers and mowers.

PART 3 - EXECUTION

3.1 Inspection
A. Inspect existing site conditions and progress of other trades before commencing landscape installation.
B. Verify that construction has progressed to a point at which the landscape will not be adversely affected by subsequent construction and that existing conditions are acceptable for landscape installation.
C. Report adverse conditions to the Landscape Architect and do not proceed with the work until adverse conditions have been rectified.
D. Commencement of the landscape installation will constitute acceptance of the site conditions without qualification.

3.2 Preparation of Subsoil
A. Inspect subsoil for the presence of objectionable materials such as rocks (2" diameter and greater), concrete waste, building debris, weeds, grass, and other material that would be detrimental to the growth of plants and turfgrass. Protect existing underground improvements from damage.
B. Cultivate the subsoil to a depth of 3" or, if the subsoil is compacted due to heavy equipment traffic or storage, cultivate to a depth of 6".

3.3 Spreading Topsoil
A. See lawn installation for topsoil spreading procedures in turfgrass areas.
B. Spread topsoil and planting mix to required finish grades. Fill turfgrass areas with topsoil to a minimum depth of 4."
C. Cultivate with a mechanical tiller to break up clods and cultivate by hand in inaccessible areas. Rake until the surface is smooth.
D. Remove from the site any foreign or objectionable material collected during cultivation.
E. Grade to eliminate rough spots and low spots where ponding may occur, maintaining smooth and uniform grades that will encourage positive drainage. Continue to grade the topsoil until it is firm and settled with a smooth surface, watering, drying, and re-grading as necessary.
F. The landscape Contractor is solely responsible for ensuring positive drainage regardless of the condition of the subgrade. If extreme pr objectionable conditions exist, notify the Landscape Architect before proceeding.
G. Mix the specified soil amendments and fertilizers with topsoil at the specified rates. Do not mix fertilizers unless planting will follow the spreading of topsoil or planting mix within 48 hours.
H. All planting areas must be prepared so that they remain free of debris and weeds until planting occurs.
I. Weed control in the planting areas will consist of killing all weeds and maintaining a weed-free condition in accordance with the weed control program until completion of the project.
J. Protect adjacent plants from damage due to overspray of weed control chemicals.

3.4 Planting
A. The Contractor will begin planting when other work divisions such as topsoil spreading have progressed sufficiently to permit planting.
B. Planting will occur where it is shown on the Contract Documents unless obstruction overhead or underground are encountered or where changes in construction have been made. Prior to the excavation of shrub or tree pits, the Contractor will locate and identify all underground utility lines, electrical cables, irrigation lines, and conduits. If such obstructions are found, promptly notify the Landscape Architect and do not proceed without clear direction.
C. No planting pits will be excavated until the proposed locations and plant sizes have been reviewed and approved by the Landscape Architect. Each plant will be planted in an individual pit dug with straight vertical sides. All plants will be set such that their original soil level is equal to the ultimate finish grade. No filling will be done around the trunks and stems. All ropes, wires, staves, etc., will be removed from the sides and top of the root ball and removed from the pit before filling. Burlap will be properly cut and removed from the sides of the root ball. When a depth is specified for the plant pit, it will be construed as the depth below adjacent finish grade. Excess excavation from plant pits shall be either used elsewhere or removed from the site entirely.
D. The Landscape Architect will review and approve the location and orientation of all plants prior to excavation of their pits. All trees will be planted in pits a minimum 24" greater in diameter than the container size or spread of their roots. In the event that solid rock is encountered in the bottom of the pit, break up and loosen the sides and bottom of the pit so that water will drain effectively. The pit will be a minimum of 9" deeper than the depth of the root ball and will have a crown from the middle to the sides in order to direct drainage away from the root ball. Place planting mix in the bottom of the pit and tamp down to prevent settling. Backfill the pits with planting mix in layers no greater than 9" and tamp down to avoid settling. Provide enough planting mix to bring to finish grade and form a saucer with a minimum 4" lip around the perimeter of the tree's root ball so water will pond and soak into the root ball.
E. Stake trees immediately after planting, then remove the stakes after one (1) year.
F. If deciduous trees are planted in full-leaf, spray with anti-dessicant to provide an adequate film over the trunk, branches, stems, and foliage.
G. Shrubs will be planted in pits a minimum of 12" greater in width than the diameter of the root ball or container. In the event that solid rock is encountered in the bottom of the pit, break up and loosen the sides and bottom of the pit so that water will drain effectively. The depth of the pit will be sufficient to accommodate the root ball and to set the plant at finish grade. Backfill the pit with planting mix, tamp down and settle thoroughly, bring to finish grade, and form a slight saucer to hold additional water and soak the root ball. After planting has been approved, apply bark mulch to a depth of 2" around all plants in the planting area..
H. All ground cover material will be planted as follows:
1. One gallon material will be planted the same as one gallon shrubs.
2. 4" pot material will be planted in pits the same size as or larger than the root system, then firmly tamped by hand and watered in using a fine spray.
3. Where settlement occurs, backfill with additional planting mix to cover exposed roots and to bring to finish grade.
4. After planting has been reviewed and approved, apply decomposed granite to a compacted depth of 2".
5. Thoroughly water each plant using a root stimulator solution (Green Light or equal) mixed according to the manufacturer's recommendations.
6. Neatly prune and/or clip each plant as necessary to preserve the natural character. Conduct all pruning with sharp, clean tools and clip bruised or broken branches with a clean cut. Paint pruning cuts 2" in diameter and larger with an approved tree wound paint.
7. Apply water as required to keep the mulch damp at all times during germination and initial growth period or as directed by the Landscape Architect.

3.5 Lawn Installation
A. Do not commence lawn installation until after the irrigation system has been completely installed and is operational.
B. Do not commence any lawn installation until the Landscape Architect has reviewed and approved all areas prepared for sodding.

3.6 Sodded Lawns
A. Prior to spreading topsoil and in all areas to receive lawn, cultivate the subsoil to a minimum depth of 4". Cultivation may be conducted by disc, spring tooth harrow, rototiller, or similar mechanical means, and should be done in a direction perpendicular to the natural flow of water.
B. After the topsoil has been spread, mechanically till the area to a depth of 4", then roll rake and drag to remove all large clods, rocks, debris, and litter over 1" in diameter. Dispose of clutter at an off-site location.
C. Using a lightweight, water-filled roller, roll the raked topsoil in two (2) opposite directions.
D. Rake the rolled topsoil to a smooth, level surface, removing ridges and filling depressions. Remove all remaining rocks and debris over 1" in diameter.
E. Hold the finish grade 1-1/2" below adjacent curbs, sidewalks, paving, and other hard surfaces.
F. Apply the fertilizer at a rate of 2 lbs. per 1000 SF.
G. Rake the fertilizer into the surface soil at a depth of ½" to 1".
H. Roll the fertilized topsoil in one (1) direction, water lightly of the surface soil is dry, then allow to dry.
I. Lay the sod within 24 hours of stripping. Working from plywood boards to avoid disturbing the topsoil or sod, but the ends and sides of sod strips without overlapping, stagger strips to offset joints in adjacent courses, and tamp or roll lightly to ensure good contact with the surface soil. Sift topsoil into minor cracks between sod pieces, then remove excess from the top. Do not lay dormant sod.
J. On slopes in excess of 20% (5:1), anchor sod with wooden stakes.
K. Water sod thoroughly with a fine spray immediately after application.
L. Erect a barrier of stakes and ropes around the perimeter of the sodded areas and post warning signs to deter foot traffic.
M. Water as necessary to keep the sod damp at all times through germination and initial growth period.

3.7 Cultivation and Cleanup
A. Upon completion of the planting, all excess material shall be removed and disposed of at a location off-site. Bring the finish grade in planter areas to a uniform grade, 1-1/2" below all adjacent paving or hard surfaces. Loosen the soil surrounding each individual plant to a distance of three (3) feet around each new tree and large shrub and 12" around each new small shrub and ground cover.

3.8 Maintenance and Restoration
A. The Contractor will ensure adequate and proper care of all plants and work done on this project until final acceptance, but in no case less than 30 days following Substantial Completion. This will include keeping all plants in a healthy growing condition by watering, cultivating, pruning, and spraying, keeping the planting areas free from insect infestation, weeds and grass, litter, and debris, and retaining the finish grade in a neat and uniform manner. Plant crowns, runners, and branches will be kept free of mulch at all times.
B. Protect all lawn areas from vehicle and pedestrian traffic.
C. Repair all sod areas damaged by any cause prior to final acceptance.
D. The lawn establishment period will begin immediately after the lawn planting area has been accepted by the Landscape Architect, will extend for a minimum of 30 days or until the end of the contract, and will consist of caring for all lawn areas within the project limits of work.
E. During the lawn establishment period, the Contractor will be responsible for ensuring healthy growth of the turfgrass. This responsibility includes all labor and materials necessary keep the project in a presentable condition, including, but not limited to, litter removal, mowing, trimming, weed control, removal of grass clipping, edging, and any necessary re-sodding and repair.
F. During the lawn establishment period the Contractor will as often as conditions dictate mow the turfgrass to a cutting height of 1-1/2". The turfgrass shall never exceed 3" in height and all clipping will be removed from the site.
G. During the months of March through September, the Contractor will edge at least once every month or as directed by the Landscape Architect.
H. During the months of March through September, the Contractor will apply water to sodded areas at an even rate of 1" of water per week, although the Landscape Architect may change this rate as conditions warrant.
I. Final acceptance of the lawn areas will be based on he presence of a uniform stand of grass at a uniform grade at the time of final inspection. Areas 24" square and large that are bare, have a poor stand of grass, or have an finish grade that is not uniform will be at the Contractor's expense re-graded, re-sodded, and fertilized as specified herein.
J. Upon completion of the initial planting, the Landscape Architect will make an inspection of all plantings and notify the Contractor in writing of any replacements or corrective actions necessary to meet the provisions of the Contract Documents. The Contract will then replace all the rejected or missing plants and perform the specified corrective measures.
K. All replacement plants will be of the same species, size, and quality. All rejected plants will be replaced within 30 days of notification.

3.9 Acceptance
A. Upon receipt of a written request from the Contractor at least seven (7) prior, the Landscape Architect will inspect the planting and maintenance to determine its completion and the beginning of the guarantee period. All plants must be alive and healthy in order for the installation to be considered complete. Where inspected work does not comply with the requirements of the Contract Documents, replace rejected work and continue to perform the specified maintenance until the Landscape Architect re-inspects the work and finds it acceptable. Remove rejected plants and materials from the site.

END OF SECTION

HORIZON
DESIGN AND DEVELOPMENT
PLANNING LANDSCAPE ARCHITECTURE
DEVELOPMENT CONSULTING
14607 San Pedro Ave., Suite 200
San Antonio, Texas 78232
210.831.8564 jrobinson@horizondesign-sa.com



5.29.20

The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
LockAway Storage

18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT
LockAway Storage
Building Addition

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS

PROJECT NUMBER
2019-212

Drawn By: jv

Checked By: jr

Sheet Title:
LANDSCAPE SPECIFICATIONS

Sheet Number:
L2.0

Issue Date:
May 29, 2020

EXISTING PROTECTED TREE INVENTORY

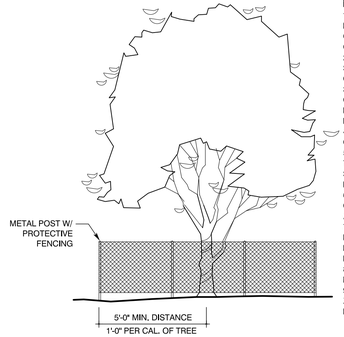
May 27, 2020

TAG #	SPECIES	SIZE	PROTECTED PRESERVED	PROTECTED REMOVED	HERITAGE PRESERVED	HERITAGE REMOVED (3:1)	EXEMPT	COMMENTS
2029	Elm	11	11					
2030	Elm	8	8					
2031	Elm	9	9					
2032	Elm	9	9					
2033	Elm	10	10					
2034	Texas Ash	23	23					
2035	Texas Ash	22	22					
2036	Elm	16	16					
2037	Elm	15	15					
2038	Elm	11	11					
2039	Elm	23	23					
TOTALS		157	157	0	0	0	0	

TREE PRESERVATION SUMMARY	
TOTAL CAL. INCHES ON-SITE:	157
TOTAL EXEMPT CAL. INCHES ON-SITE:	0
PROTECTED CAL. INCHES ON-SITE:	157
Protected Cal. Inches Preserved:	157
Protected Cal. Inches Removed:	0
Protected Class Mitigation Due (1:1):	**0.0**
HERITAGE CAL. INCHES ON-SITE:	0
Heritage Cal. Inches Preserved	0
Heritage Cal. Inches Removed	0
Heritage Class Mitigation Due (3:1):	**0.0**
Overall Preservation Ratio:	100.00%
Required Overall Preservation Ratio:	25%
TOTAL MITIGATION DUE:	**0**

EXISTING TREE PRESERVATION AND REMOVAL NOTES:

1. UNLESS OTHERWISE SPECIFICALLY INDICATED, THIS DOCUMENT SHOWS ONLY EXISTING PROTECTED-SIZE TREES AS DEFINED BY THE CITY OF SAN ANTONIO UNIFIED DEVELOPMENT CODE (THE "UDC") IN EFFECT ON THE DATE HEREOF.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR INSPECTING THE PROJECT SITE AND DETERMINING FOR HIMSELF IF OTHER EXISTING TREES, SHRUBS, OR VEGETATION ARE PRESENT WHICH MUST BE REMOVED IN ORDER TO CONSTRUCT THE IMPROVEMENTS PROPOSED HEREBY.
3. BY ACT OF SUBMITTING A BID TO REMOVE THE EXISTING TREES SHOWN ON THIS PLAN, CONTRACTOR WARRANTS THAT HE (A) HAS PERSONALLY VISITED THE PROJECT SITE, (B) HAS INVESTIGATED THE EXISTING CONDITIONS SUFFICIENTLY TO DETERMINE WHAT, IF ANY, ADDITIONAL EXISTING TREES, SHRUBS, AND VEGETATION MUST BE REMOVED IN ORDER TO CONSTRUCT THE IMPROVEMENTS PROPOSED HEREBY, AND (C) HAS A CLEAR UNDERSTANDING OF THE TERMS "PROTECTED TREE, SIGNIFICANT TREE, HERITAGE TREE, AND FLOOD PLAIN, AND OF ANY OTHER CITY GUIDELINES, STANDARDS, AND REQUIREMENTS WHICH MAY IMPACT REMOVAL OF THE EXISTING TREES DEPICTED ON THIS PLAN.
4. IN THE EVENT CONTRACTOR ENCOUNTERS ADDITIONAL EXISTING TREES, SHRUBS, AND VEGETATION NOT SHOWN ON THIS PLAN, BUT WHICH MUST REASONABLY BE REMOVED IN ORDER TO CONSTRUCT THE IMPROVEMENTS PROPOSED HEREBY, CONTRACTOR SHALL REMOVE THE ADDITIONAL EXISTING TREES, SHRUBS, AND VEGETATION AT NO ADDITIONAL COST TO THE OWNER, SUBJECT TO ANY APPLICABLE REQUIREMENTS, GUIDELINES, STIPULATIONS, OR APPROVALS ENFORCED BY THE CITY OF SAN ANTONIO.

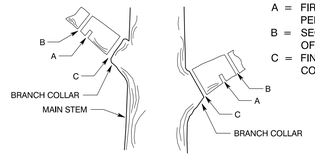


TREE PROTECTION DETAIL

NOT TO SCALE

NOTES:
1. LANDSCAPE SUBCONTRACTOR TO PROVIDE PRUNING AND FERTILIZATION FOR ALL EXISTING TREES TO BE PRESERVED BY A CITY OF SAN ANTONIO TREE MAINTENANCE LICENSED AND I.S.A CERTIFIED ARBORIST.
2. APPLY APPROVED SLOW-RELEASE FERTILIZER INJECTED INTO SOIL BEFORE CONSTRUCTION COMMENCES AND AGAIN AFTER CONSTRUCTION IS COMPLETE.
3. ALL PRUNING OF EXISTING TREES MUST COMPLY WITH THE CITY OF SAN ANTONIO'S APPROVED PRUNING DETAIL AND IS TO BE DONE UNDER THE FIELD DIRECTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT.
4. PROTECTIVE FENCING MUST BE IN PLACE BEFORE ANY CONSTRUCTION ACTIVITIES MAY COMMENCE.
5. PROTECTIVE FENCING TO BE A MIN. 4'-0" HT, EXTENDING FROM TRUNK 12" PER CALIPER INCH OF TREE (MINIMUM 5'-0" ON ONE SIDE ONLY). THE OPTIMUM DISTANCE IS TO INSTALL FENCE DIRECTLY BENEATH DRIPLINE OF TREE AS SHOWN.
6. PROTECTIVE FENCING TO BE STAKED IN FIELD BY CONTRACTOR AND APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
7. DURING CONSTRUCTION, NO EXCESS SOIL, FILL MATERIAL, EQUIPMENT, LIQUIDS, OR CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE FENCING, NOR SHALL ANY SOIL BE REMOVED FROM WITHIN THE FENCING.
8. APPLY COARSE GROUND OR SHREDDED ORGANIC BARK MULCH TO 6" DEPTH @ ALL EXISTING TREES TO BE PRESERVED.
9. THE PROPOSED FINISH GRADE WITHIN THE ROOT PROTECTION ZONE ("RPZ") OF ANY TREE TO BE PRESERVED SHALL NOT BE RAISED OR LOWERED MORE THEN THREE (3) INCHES.

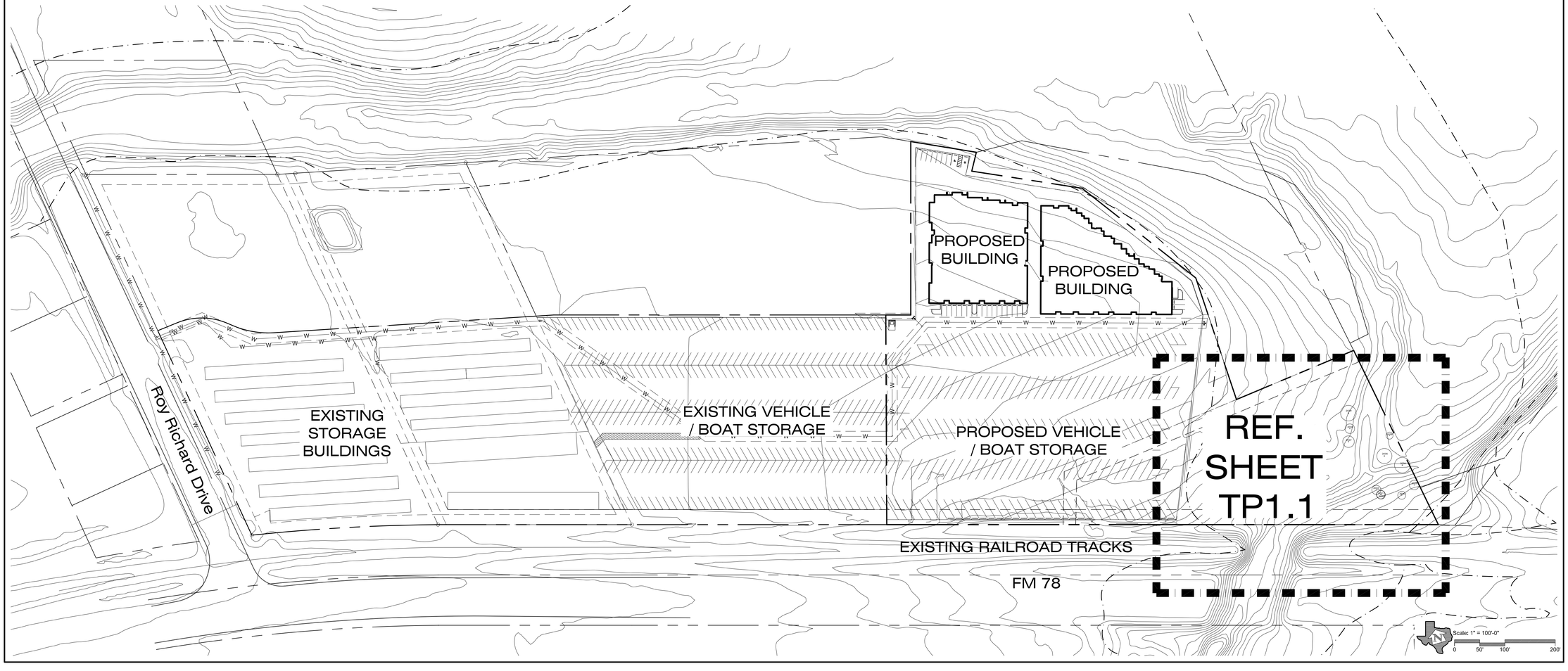
PRUNING NOTES:
1. ALL PRUNING IS TO BE DONE BY A LICENSED ARBORIST UNDER THE FIELD DIRECTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT.
2. WHERE FEASIBLE, PRUNE TREES BEFORE COMMENCEMENT OF CONSTRUCTION.
3. PAINT ALL WOUNDS ON OAK TREES WITHIN 30 MINUTES OF PRUNING.



A = FIRST CUT. TO PREVENT BARK FROM PEELING WHEN THE BRANCH FALLS.
B = SECOND CUT. TO REDUCE THE WEIGHT OF THE BRANCH.
C = FINAL CUT. ALLOW FOR A HEALING COLLAR BUT DO NOT LEAVE A STUB.

TREE PRUNING DETAIL

NOT TO SCALE



HORIZON
DESIGN AND DEVELOPMENT
PLANNING LANDSCAPE ARCHITECTURE DEVELOPMENT CONSULTING
14607 San Pedro Ave., Suite 200
San Antonio, Texas 78232
210.831.8564 jrobinson@horizondesign-sa.com

REGISTERED LANDSCAPE ARCHITECT
JON ROBINSON
2375
STATE OF TEXAS

5.29.20

The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
LockAway Storage

18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT
LockAway Storage Building Addition

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS

PROJECT NUMBER
2019-212

Drawn By: jv

Checked By: jr

Sheet Title:
OVERALL TREE PRESERVATION PLAN

Sheet Number:
TP1.0

Issue Date:
May 29, 2020

EXISTING TREE LEGEND

007 = EXISTING PROTECTED TREE TO BE PRESERVED

2039
2038
2037
2036
2035
2034
007
2033
2031
2032
2030

EXISTING PROTECTED TREE TO BE PRESERVED (TYP.) - REF. TREE INVENTORY

FM 78

Scale: 1" = 20'-0"
0 10' 20' 40'

HORIZON
DESIGN AND DEVELOPMENT
PLANNING LANDSCAPE ARCHITECTURE
DEVELOPMENT CONSULTING
14607 San Pedro Ave., Suite 200
San Antonio, Texas 78232
210.831.8564 jrobinson@horizondesign-sa.com

REGISTERED LANDSCAPE ARCHITECT
JON ROBINSON
2375
STATE OF TEXAS

5.29.20

The user of this file agrees to assume all responsibility for any modifications to or use of this drawing file that is inconsistent with the requirements of the Rules and Regulations of the Texas Board of Architectural Examiners. No person may make any modifications to this electronic drawing file without the Landscape Architect's express written permission.

OWNER
LockAway Storage

18881 Von Karmen Ave., Suite 150
Irvine, CA 92612

PROJECT
LockAway Storage Building Addition

200 Roy Richard Dr.
Schertz, TX 78154

REVISIONS

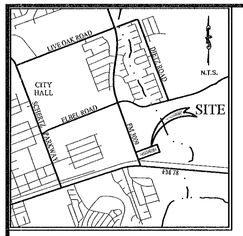
PROJECT NUMBER
2019-212

Drawn By: jv
Checked By: jr

Sheet Title:
ENALRGED TREE PRESERVATION PLAN

Sheet Number:
TP1.1

Issue Date:
May 29, 2020



LOCATION MAP
N.T.S.

NOTES

1. THE SUBJECT PROPERTY IS CURRENTLY ZONED GB AND IS 36.29 ACRES.
2. ACCORDING TO FLOOD INSURANCE RATE MAP, PANEL 240 & 220 , DATED November 2, 2007, IS LOCATED IN ZONE(S) AE & X, AND IS WITHIN THE 100-YEAR FLOODPLAIN.
3. EXISTING MANHOLE INVERT ELEVATIONS MUST BE FIELD VERIFIED BEFORE CONSTRUCTION.
4. FIRE MAIN EXTENSION MUST MEET CITY OF SCHERTZ REQUIREMENTS FOR MATERIALS AND SPECIFICATIONS.

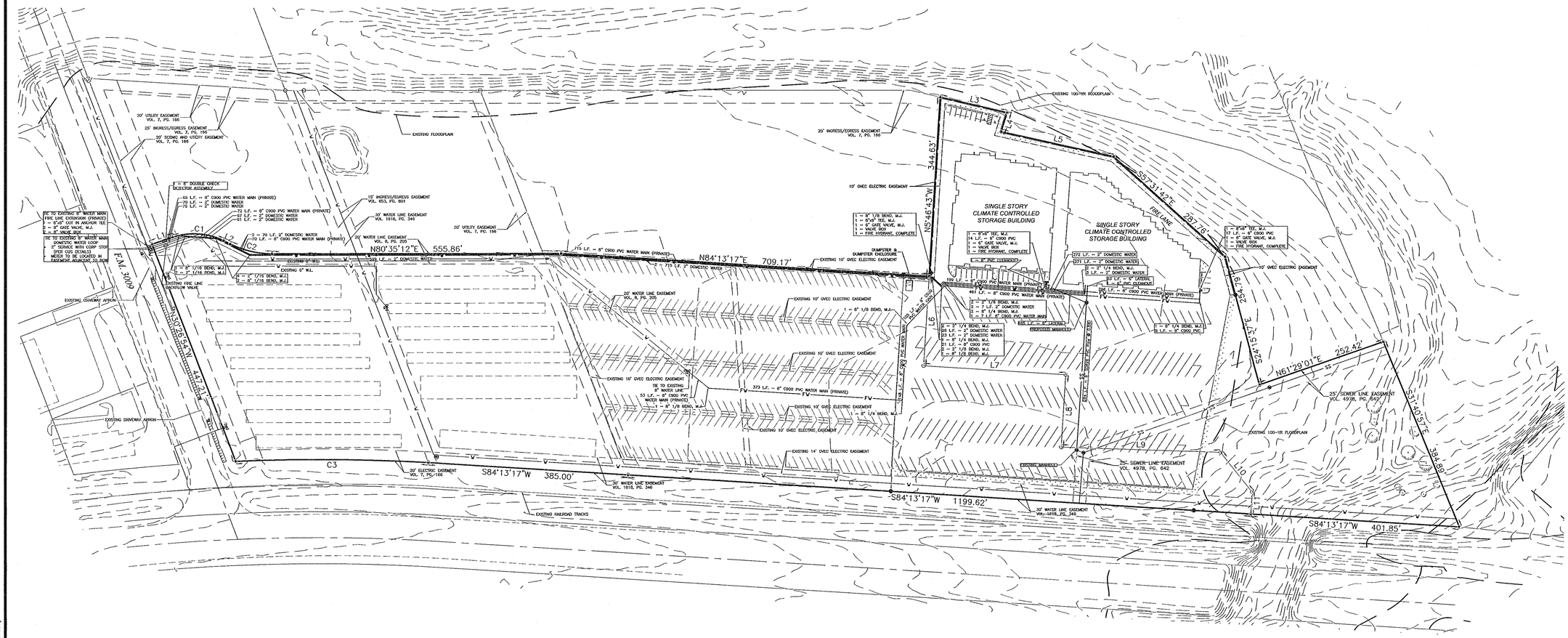
Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord	Chord Bearing
C1	101.32'	129.00'	45°00'00"	53.43'	98.73'	N84°33'18"E
C2	83.15'	180.00'	26°28'06"	42.33'	82.42'	S86°10'45"E
C3	370.45'	3816.77'	5°33'40"	185.37'	370.30'	S80°58'50"W

Line Table		
Line #	Length	Direction
L1	41.48'	N62°03'18"E
L2	13.99'	S72°56'42"E
L3	131.91'	S86°29'21"E
L4	38.49'	S7°51'26"W
L5	221.47'	S86°56'45"E
L6	172.06'	S5°46'43"E
L7	273.94'	N84°13'17"E
L8	139.31'	S5°46'43"E
L9	306.33'	N82°30'11"E
L10	97.77'	S47°57'28"E
L11	41.96'	S5°46'43"E

LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING BUILDING
- W — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER LINE
- EXISTING PARKING STRIPE
- EXISTING RAILROAD TRACKS
- EXISTING EASEMENT
- FOUND 1/2" IRON ROD
- SET IRON ROD WITH YELLOW CAP
- BUILDING
- W — WATER LINE
- SS — SANITARY SEWER LINE
- GVEC ELECTRIC EASEMENT
- PARKING STRIPE
- EDGE OF CONCRETE
- LANDSCAPE AREA

100 0 100 200
Scale: 1" = 100' (22 x 34)
1" = 200' (11 x 17)



LOCKAWAY STORAGE
200 ROY RICHARDS DRIVE
UTILITY PLAN

BEING 13.74 ACRES OF LAND, MORE OR LESS, OUT OF THE G. MALPAZ SURVEY NO. 67, ABSTRACT 221, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS BEING 6.78 ACRES OUT OF LOT 2R, BLOCK 1, OF THE SANDERS SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 166 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS AND 13.74 ACRES OUT OF A 32.881 ACRE TRACT DESCRIBED IN VOLUME 876 PAGE 437 OF THE OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS.

RECORD OWNERS/DEVELOPERS:

3621 WHITESTONE BLVD, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

LOCK AWAY 200 ROY RICHARD DRIVE, LLC
A TEXAS LIMITED LIABILITY COMPANY
2055 3rd AVENUE SUITE 200
SAN DIEGO, CA 92101
949-275-1955

No.	DATE

STATE OF TEXAS
ROBERT DON McCRARY
34589
REGISTERED PROFESSIONAL ENGINEER
1/4/21

DON McCRARY & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
323 BREESPORT
SAN ANTONIO, TEXAS 78216-2602
(210) 349-2651

LOCKAWAY STORAGE - 200 ROY RICHARDS DRIVE

UTILITY PLAN

CITY OF SCHERTZ, TEXAS

SHEET
C3.00

DRAWN BY:	CHECKED BY:
J. McNEW	EIM
DATE	PROJ. NO.
December 2020	19026

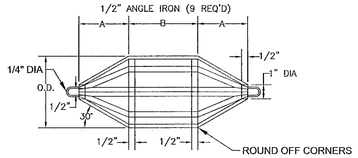
Date: Dec 31, 2020, 8:38am User ID: jmcne
File: I:\DMC-PROJ\Projects\19026 SHEET C3.00 - UTILITY PLAN.dwg

SIZE	A	B*	MANDREL O.D. PSM (SDR-26)	RING O.D. PSM (SDR-26)
6"	4.0"	4.5"	5.50	4.79
8"	5.5"	6.0"	7.37	6.66
10"	7.0"	7.5"	9.21	8.50
12"	8.0"	9.0"	10.96	10.25
15"	10.0"	11.0"	13.42	12.71
18"	12.0"	13.5"	—	—
21"	14.0"	16.0"	—	—
24"	16.0"	18.0"	—	—
27"	18.0"	20.0"	—	—

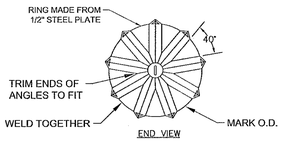
MINIMUM LENGTH

CHART

NOTES:
PVC PIPES AND FITTINGS SIX INCHES (6") TO FIFTEEN INCHES (15") IN DIAMETER SHALL CONFORM TO ASTM D-3034.
PVC PIPES AND FITTINGS EIGHTEEN INCHES (18") TO TWENTY-SEVEN INCHES (27") IN DIAMETER SHALL CONFORM TO ASTM F-679.
THIS INFORMATION IS PROVIDED AS A REFERENCE. ALL DEFLECTION TESTING SHALL BE DONE IN ACCORDANCE WITH TCEQ RULES AND REGULATIONS, TAC TITLE 30 PART 1 CHAPTER 217.57.



SIDE OR TOP VIEW



END VIEW

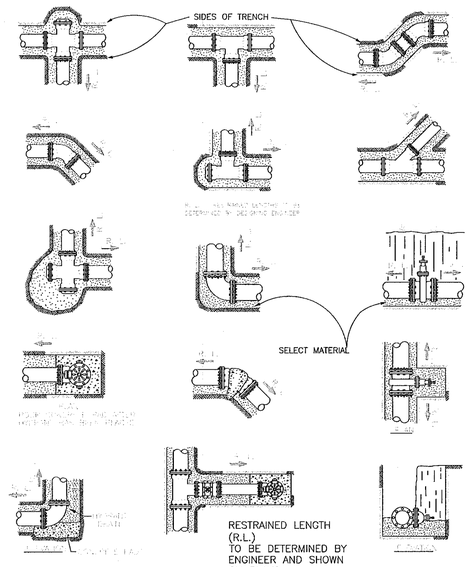
NOTE:
ALL MANDRELS MUST BE APPROVED BY CONSTRUCTION INSPECTIONS AND STAMPED BEFORE USE.

SCHERTZ
COMMUNITY * SERVICE * OPPORTUNITY

DEFLECTION TESTING MANDREL

HISTORICAL STANDARD SECTION 02260

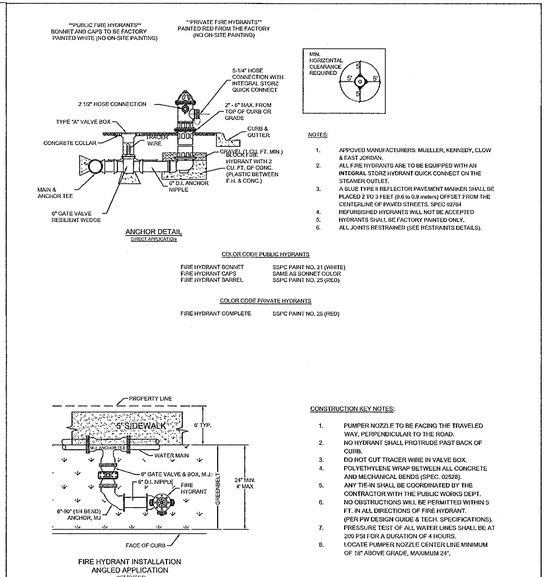
ENGINEERING AND PUBLIC WORKS | SCALE: N.T.S. | DATE: 5/10/19 | DSGN. BY: ENG. | DRAWN BY: SCP | SHEET NO.: 1



RESTRAINTS FOR FITTINGS

HISTORICAL STANDARD SECTION 02681

ENGINEERING AND PUBLIC WORKS | SCALE: N.T.S. | DATE: 5/10/19 | DSGN. BY: ENG. | DRAWN BY: SCP | SHEET NO.: 1



ANCHOR DETAIL
DIRECT APPLICATION

NOTES:
1. APPROVED MANUFACTURERS: MUELLER, KENNEDY, CLOW & EAST JORDAN.
2. ALL FIRE HYDRANTS ARE TO BE EQUIPPED WITH AN INTEGRAL STORZ HYDRANT QUICK CONNECT ON THE STEAMER OUTLET.
3. A BLUE TYPE II REFLECTOR PAVEMENT MARKER SHALL BE PLACED 2 TO 3 FEET (0.6 to 0.9 meters) OFFSET FROM THE CENTERLINE OF PAVED STREETS. SPEC 02764
4. REFURBISHED HYDRANTS WILL NOT BE ACCEPTED
5. HYDRANTS SHALL BE FACTORY PAINTED ONLY.
6. ALL JOINTS RESTRAINED (SEE RESTRAINTS DETAILS).

COLOR CODE PUBLIC HYDRANTS

FIRE HYDRANT BONNET	SSPC PAINT NO. 21 (WHITE)
FIRE HYDRANT CAPS	SAME AS BONNET COLOR
FIRE HYDRANT BARREL	SSPC PAINT NO. 25 (RED)

COLOR CODE PRIVATE HYDRANTS

FIRE HYDRANT COMPLETE	SSPC PAINT NO. 25 (RED)

FIRE HYDRANT INSTALLATION
ANGLED APPLICATION
(NOT TO SCALE)

CONSTRUCTION KEY NOTES:
1. PUMPER NOZZLE TO BE FACING THE TRAVELED WAY, PERPENDICULAR TO THE ROAD.
2. NO HYDRANT SHALL PROTRUDE PAST BACK OF CURB.
3. DO NOT CUT TRACER WIRE IN VALVE BOX.
4. POLYETHYLENE WRAP BETWEEN ALL CONCRETE AND MECHANICAL BENDS (SPEC. 02530).
5. ANY TIE-IN SHALL BE COORDINATED BY THE CONTRACTOR WITH THE PUBLIC WORKS DEPT.
6. NO OBSTRUCTIONS WILL BE PERMITTED WITHIN 5 FT. IN ALL DIRECTIONS OF FIRE HYDRANT. (PER PW DESIGN GUIDE & TECH. SPECIFICATIONS).
7. PRESSURE TEST OF ALL WATER LINES SHALL BE AT 200 PSI FOR A DURATION OF 4 HOURS.
8. LOCATE PUMPER NOZZLE CENTER LINE MINIMUM OF 18" ABOVE GRADE, MAXIMUM 24".

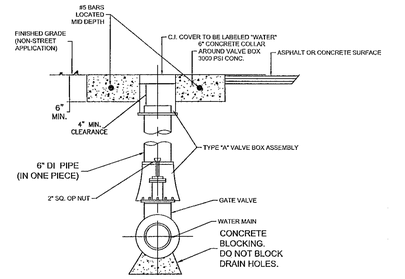
CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

STANDARD DETAIL

FIRE HYDRANT

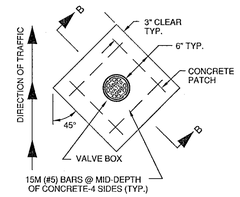
PW TECH. SPEC. SECTION 02620

SHEET NUMBER | PROJECT NO.: | DATE: 2/26/18
DESIGN BY: SCP | DRAWN BY: SCP | CHECK BY: KJW | SHEET NO.: XX



SECTION B-B

(NOT TO SCALE)



PLAN VIEW

NOTES:
1. SUBGRADE SHALL BE COMPACTED AS PER SPECIFICATIONS.
2. VALVE CASTINGS SHALL BE ADJUSTED TO GRADE AFTER FINAL LIFT OR FINAL GRADE IS IN PLACE.
3. CLEAN VALVE BOX OF ALL DEBRIS DOWN TO THE BASE OF THE VALVE.
4. EXISTING RISER PIPE SHALL BE REPLACED WITH DUCTILE IRON ELEVATION USING NEW PIPE AND A COLLAR CASTING.
5. REINFORCING STEEL SHALL MEET SPECIFICATIONS.
6. VALVES WILL BE ACCOMPANIED BY A "V" ETCHED INTO CURB FACE PAINTED BLUE

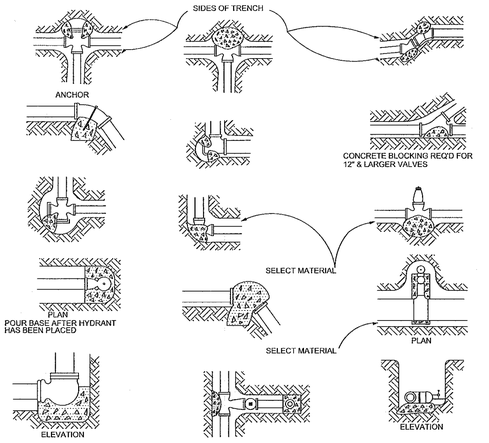
CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

STANDARD DETAIL

VALVE BOX

PW SPECIFICATION SECTION 02086

SHEET NUMBER | PROJECT NO.: | DATE: 2/26/18
DESIGN BY: SCP | DRAWN BY: SCP | CHECK BY: KJW | SHEET NO.: XX



SQUARE FEET OF BLOCKING REQUIRED FOR ROCK EXCAVATION (3000 psi concrete)

SIZE PIPE	TEES & DEAD ENDS	90° BENDS	45° BENDS	22 1/2° BENDS
6"	2	2	1	1
8"	3	4	2	1
12"	6	9	5	2
16"	11	15	8	4
18"	14	20	10	5

SQUARE FEET OF BLOCKING REQUIRED FOR OTHER THAN ROCK EXCAVATION (3000 psi concrete)

SIZE PIPE	TEES & DEAD ENDS	90° BENDS	45° BENDS	22 1/2° BENDS
6"	3	4	2	1
8"	4	6	4	2
12"	10	14	8	4
16"	18	25	14	7
18"	21	31	17	10

THRUST BLOCKING FOR FITTINGS
(NOT TO SCALE)

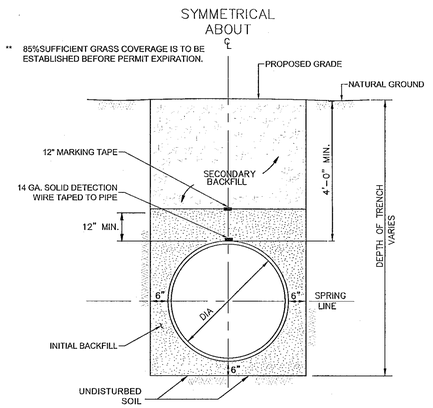
CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

STANDARD DETAIL

THRUST BLOCKING FOR FITTINGS

PW TECH. SPEC. SECTION 02681

SHEET NUMBER | PROJECT NO.: | DATE: 2/26/18
DESIGN BY: SCP | DRAWN BY: SCP | CHECK BY: KJW | SHEET NO.: 2 of 3



INITIAL BACKFILL:
SAND AROUND PIPE COMPACTED PER SPEC 02320 - UTILITY BACKFILL MATERIALS

SECONDARY BACKFILL:
NATIVE MATERIAL FROM TRENCH PLACED IN MAXIMUM 8" LOOSE LIFTS, FREE OF DEBRIS AND STONES LARGER THAN 4". COMPACTION TO 95% STD PROCTOR DENSITY (ASTM D 698). PER SPEC 02317

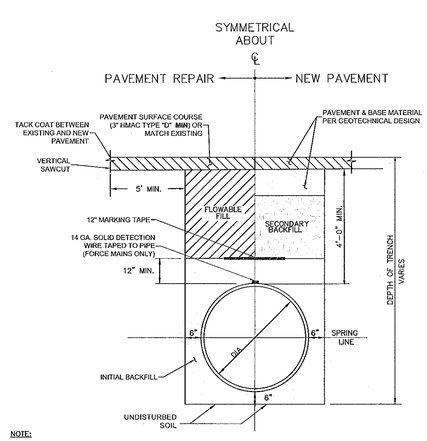
CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

STANDARD DETAIL

WATER MAIN TRENCH IN UNPAVED AREA

PW SPECIFICATION SECTION 02221

SHEET NUMBER | PROJECT NO.: | DATE: 2/26/18
DESIGN BY: SCP | DRAWN BY: SCP | CHECK BY: KJW | SHEET NO.: 1of2



NOTE:
1. PUBLIC WORKS PERMIT REQUIRED FOR ALL STREET CUTS OR TAPS.
2. SAW CUTS SHALL BE STRAIGHT AND PERPENDICULAR TO THE FLOW OF TRAFFIC.
3. TACK ALL VERTICAL SURFACES.
4. IN UNPAVED AREAS, EXTEND SECONDARY BACKFILL UP TO REQUIRED TOP SOIL.
5. SUBMITTALS--PROVIDE DELIVERY TICKETS INCLUDING SOURCE LOCATION FOR EACH DELIVERY OF MATERIAL.

INITIAL BACKFILL:
3" WASHED ROCK AROUND PIPE COMPACTED PER SPEC 02320 -- UTILITY BACKFILL MATERIALS

SECONDARY BACKFILL:
NATIVE MATERIAL FROM TRENCH PLACED IN MAXIMUM 8" LOOSE LIFTS, FREE OF DEBRIS AND STONES LARGER THAN 4". COMPACTION TO 95% STD PROCTOR DENSITY (ASTM D 698). PER SPEC 02317

SCHERTZ
COMMUNITY * SERVICE * OPPORTUNITY

MAIN IN TRENCH

HISTORICAL STANDARD SECTION 02221 & 02317

ENGINEERING AND PUBLIC WORKS | SCALE: N.T.S. | DATE: 5/10/19 | DSGN. BY: ENG. | DRAWN BY: SCP | SHEET NO.: 1

No.	DATE

STATE OF TEXAS
ROBERT DON McCRARY
34589
REGISTERED PROFESSIONAL ENGINEER
Don McCrary PE
1/4/21

DON McCRARY & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
323 BREESPORT
SAN ANTONIO, TEXAS 78216-2602
(210) 349-2651

LOCKAWAY STORAGE - 200 ROY RICHARDS DRIVE

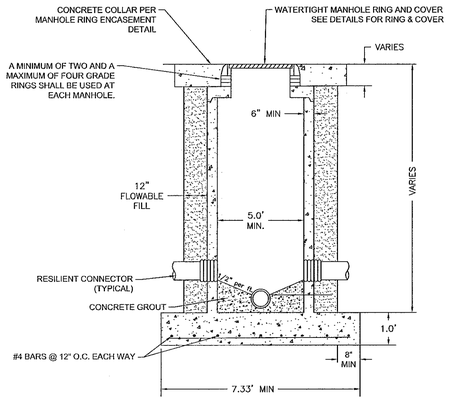
UTILITY DETAILS

CITY OF SCHERTZ, TEXAS

SHEET
C3.01

DRAWN BY:	CHECKED BY:
J. McNEW	EIM
DATE	PROJ. NO.
December 2020	19026

Date: Dec 31, 2020, 9:40am User ID: jmcne
File: I:\Civil-ACAD\Projects\19026\SHEET C3.01-3.02 - UTILITY DETAILS.dwg



GENERAL MANHOLE NOTES:

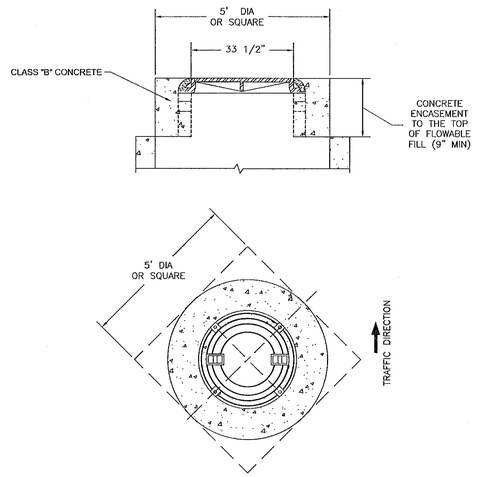
1. FLOWABLE FILL A MINIMUM OF 1-FT. AROUND WALLS, FROM THE BOTTOM OF BASE UP TO THE BOTTOM OF CONCRETE COLLAR. PER SPEC. XXXXX
2. TOP SECTION SHALL BE FLAT TOP WITH CONCENTRIC HOLE.
3. WALL REINFORCEMENT TO BE DESIGNED BY ENGINEER.

SCHERTZ
COMMUNITY * SERVICE * OPPORTUNITY

MANHOLE

TYPICAL SANITARY SEWER MANHOLE

ENGINEERING AND PUBLIC WORKS | SCALE: | DESIGN BY: ENG. | DRAWN BY: JCP | DATE: 5/10/19 | SHEET NO.: 1



NOTE:

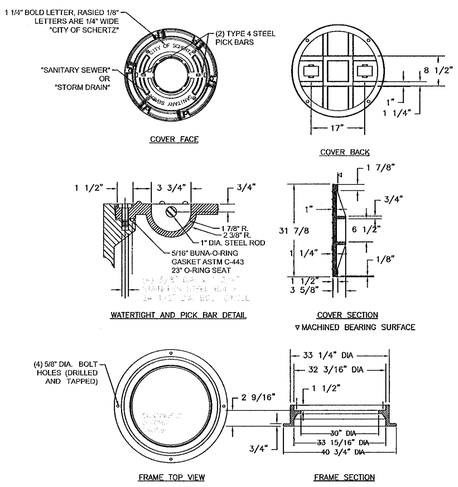
1. MANHOLE RING ENCASEMENT IS REQUIRED ON ALL MANHOLES.
2. PAYMENT FOR MANHOLE RING ENCASEMENT SHALL BE INCLUDED IN THE COST OF THE MANHOLE

SCHERTZ
COMMUNITY * SERVICE * OPPORTUNITY

MANHOLE RING ENCASEMENT

TYPICAL SANITARY SEWER MANHOLE RING ENCASEMENT

ENGINEERING AND PUBLIC WORKS | SCALE: | DESIGN BY: ENG. | DRAWN BY: JCP | DATE: 5/10/19 | SHEET NO.: 1



SCHERTZ
COMMUNITY * SERVICE * OPPORTUNITY

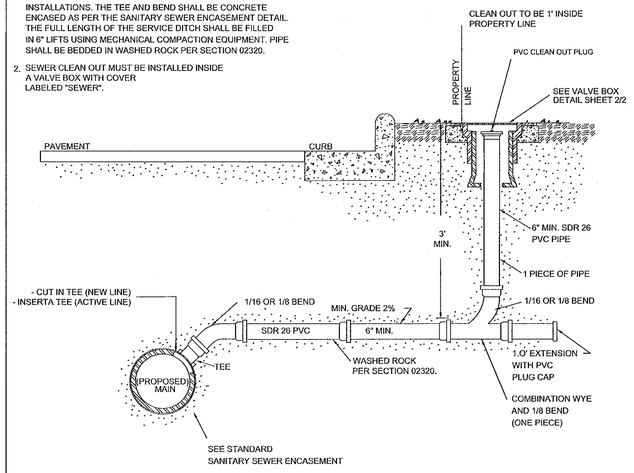
MANHOLE RING AND COVER

TYPICAL MANHOLE RING AND COVER

ENGINEERING AND PUBLIC WORKS | SCALE: | DESIGN BY: ENG. | DRAWN BY: JCP | DATE: 5/10/19 | SHEET NO.: 1

NOTE:

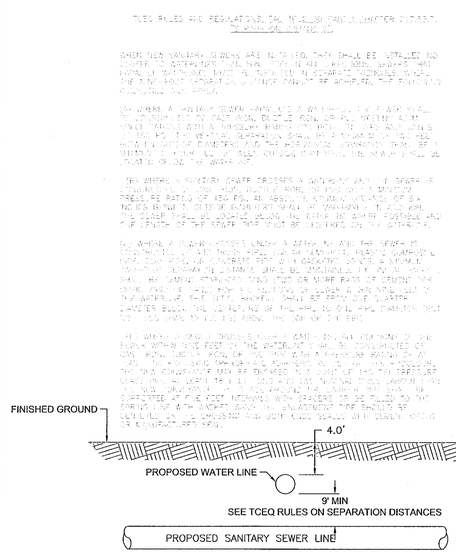
1. A HOLE SAW OF THE DIAMETER SPECIFIED BY THE MANUFACTURER SHALL BE USED FOR ALL INSERTA TEE INSTALLATIONS. THE TEE AND BEND SHALL BE CONCRETE ENCASED AS PER THE SANITARY SEWER ENCASEMENT DETAIL. THE FULL LENGTH OF THE SERVICE DITCH SHALL BE FILLED IN 6" LIFTS USING MECHANICAL COMPACTION EQUIPMENT. PIPE SHALL BE BEDDED IN WASHED ROCK PER SECTION 02320.
2. SEWER CLEAN OUT MUST BE INSTALLED INSIDE A VALVE BOX WITH COVER LABELED "SEWER".



SANITARY SEWER LATERAL

SCHERTZ
COMMUNITY * SERVICE * OPPORTUNITY

ENGINEERING AND PUBLIC WORKS | SCALE: | DESIGN BY: ENG. | DRAWN BY: JCP | DATE: 5/10/19 | SHEET NO.: 1



SCHERTZ
COMMUNITY * SERVICE * OPPORTUNITY

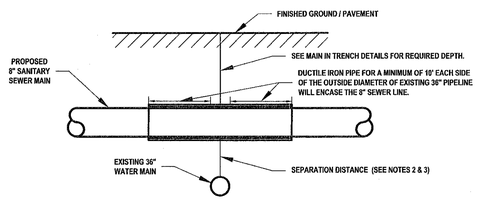
TCEQ WW/WTR CROSSING

TYPICAL SPECIFICATION SECTION 33017

ENGINEERING AND PUBLIC WORKS | SCALE: | DESIGN BY: ENG. | DRAWN BY: JCP | DATE: 5/10/19 | SHEET NO.: 1

NOTES:

1. ANY PROPOSED PIPELINE WILL NEED TO CROSS AT A 90 DEGREE ANGLE (PERPENDICULAR) TO THE EXISTING 36" PIPELINE.
2. INSTALLATION OF SANITARY SEWER LINE WITHIN SSLGC EASEMENT MUST MEET MINIMUM REQUIREMENTS OF 30 TAC §217.53(d) (PIPE DESIGN), 30 TAC §290.44(e) (WATER DISTRIBUTION) OF TCEQ RULES, OR MINIMUM REQUIREMENTS OUTLINED HEREIN.
3. MAINTAIN A MINIMUM OF 2 FEET SEPARATION BETWEEN THE OUTSIDE WALLS OF THE EXISTING 36" PIPELINE AND PROPOSED SANITARY ENCASEMENT PIPE TO ALLOW SSLGC ADEQUATE WORKING SPACE TO MAINTAIN AND REPAIR ITS EXISTING PIPELINE.
4. ENCASEMENT PIPE FOR THE SANITARY SEWER CARRIER PIPE SHALL MEET TCEQ REQUIREMENTS AND EXTEND A MINIMUM OF 10 FEET EITHER SIDE OF THE OF THE OUTSIDE DIAMETER OF THE EXISTING 36" TRANSMISSION PIPELINE.
5. SSLGC REQUIRES THAT A MANHOLE BE INSTALLED IMMEDIATELY UPSTREAM AND IMMEDIATELY DOWNSTREAM OF THE SSLGC EASEMENT, BUT NOT WITHIN THE SSLGC EASEMENT. A LEAKAGE TEST SHALL BE PERFORMED ON EACH MANHOLE, PER TCEQ REQUIREMENTS, AND THAT TEST OBSERVED BY CITY INSPECTORS.
6. CONTRACTOR TO CONTACT SSLGC A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION WITHIN THE SSLGC EASEMENT TO ALLOW FOR OBSERVATION OF THAT WORK BY SSLGC PERSONNEL.
   SSLGC (SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION)..... 830-386-2567
7. SUBMIT FINAL DRAWINGS TO SSLGC, PRIOR TO CONSTRUCTION, FOR REVIEW AND APPROVAL OF WORK WITHIN ITS EASEMENT.



TYPICAL SANITARY SEWER / WATER CROSSING DETAIL

N.T.S.

No.	DATE

STATE OF TEXAS
ROBERT DON McCRARY
34589
REGISTERED PROFESSIONAL ENGINEER
Don McCrary P.E.
1/4/21

DON McCRARY & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
323 BREESPORT
SAN ANTONIO, TEXAS 78216-2602
(210) 349-2651

LOCKAWAY STORAGE - 200 ROY RICHARDS DRIVE

UTILITY DETAILS

CITY OF SCHERTZ, TEXAS

SHEET
C3.02

DRAWN BY:	CHECKED BY:
J. McNEW	EIM
DATE	PROJ. NO.
December 2020	19026

Date: Dec 31, 2020, 9:40am User ID: jmcne
File: \\DM-FILE-01\Projects\19026\SHEET C3.01-3.02 - UTILITY DETAILS.dwg



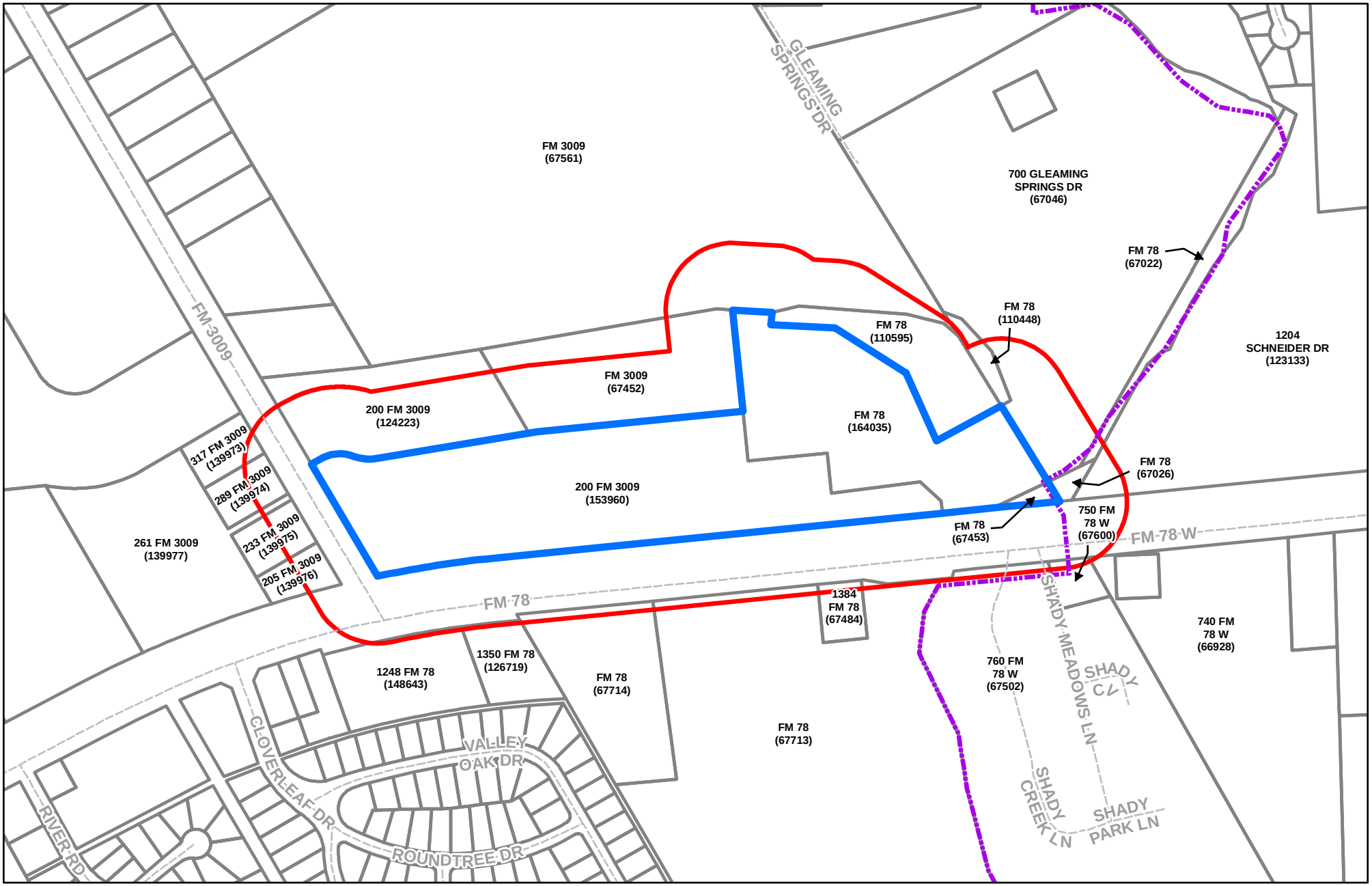
LOCKAWAY STORAGE
200 FM 3009

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

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

1 Inch = 200 Feet

0 100 200 400 600 800 Feet



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last Update: October 30, 2019

City of Schertz, GIS Specialist: Bill Gardner, gis@schertz.com (210) 619-1185

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

City of Schertz

LOCKAWAY STORAGE
200 FM 3009

Parcel Boundaries

Schertz City Boundary

200' Notification Buffer

N
W E
S

0 225 450 900 1,350
Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

February 24, 2021

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, March 10, 2021** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make recommendation on the following item:

SUP2020-002– A request for a Specific Use Permit to allow Mini-Warehouse / Public Storage on approximately 25 acres of land generally located north-east of the intersection of FM 3009 and FM 78, also known as 200 FM 3009, also known as Guadalupe County Property Identification Numbers 153960, 164035, 67453, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. *This form is used to calculate the percentage of landowners that support and oppose the request.* You may return the reply form below prior to the first public hearing date by mail or personal delivery to Emily Delgado, Senior Planner, 1400 Schertz Parkway, Schertz, Texas 78154, by fax (210) 619-1789, or by e-mail edelgado@schertz.com. If you have any questions please feel free to call Emily Delgado, Senior Planner directly at (210) 619-1784.

Sincerely,

Emily Delgado

Emily Delgado
Senior Planner

Reply Form

I am: in favor of ☐ opposed to ☐ neutral to ☑ the request for **SUP2020-002**

COMMENTS: _____

NAME: Ken Comp SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 750 FM78 W Cibolo

DATE: 2-26-21

Agenda No. 18.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**Planning & Community Development**
Subject:	**Resolution No. 21-R-22 Conduct a public hearing, consideration and/or action approving a resolution accepting a petition for voluntary annexation of approximately 35.5 acres of land generally located approximately 4,000 feet southeast of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, Bexar County, Texas. (B. James/ L. Wood/ N. Koplyay)**

BACKGROUND

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

On behalf of each of the property owners, Moy Tarin Ramirez Engineers, LLC submitted a petition for voluntary annexation to the City of Schertz for approximately 35.5 acres of land generally located approximately 4,000 feet southeast of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031.

Upon City Council accepting the petition for voluntary annexation of the approximately 35.5 acres, the property owners would be able to initiate the annexation and zone change processes for the subject property. The adoption of this resolution does not annex the subject property into the City, but allows for City Council to annex the property by ordinance in the future. A subsequent ordinance for annexation must be approved by City Council in order to annex the property into the City, which is tentatively scheduled to be heard at the May 4, 2021 City Council meeting. The property owners are also requesting to zone the subject property to Planned Development District (PDD) following City Council approval of the annexation ordinance.

A public hearing notice was published in the San Antonio Express on March 17, 2021.

GOAL

The property owners are requesting voluntary annexation into the City of Schertz, because they want the subject property to be located within the Schertz City limits in order to zone the land Planned Development District (PDD) and develop it as a single-family residential subdivision.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 21-R-22 to accept the petition for voluntary annexation.

FISCAL IMPACT

The approval of Resolution 21-R-22 accepting a petition for voluntary annexation does not have a financial impact on the City; however, the approval of the subsequent annexation ordinance of the property will have a fiscal impact; in accordance with Texas LGC Chapter 43, the City must provide services to the land on the effective date of the annexation.

RECOMMENDATION

Staff recommends approval of Resolution 21-R-22 accepting a petition for voluntary annexation.

Attachments

Resolution 21-R-22

Resolution 21-R-22 Exhibit A

Resolution 21-R-22 Exhibit B

RESOLUTION NO. 21-R-22

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

WHEREAS, a petition for annexation from the City of Schertz for approximately 35.5 acres of land generally located approximately 4,000 feet southeast of the intersection between FM 1518 and Lower Seguin Road, also known as Bexar County Property Identification Numbers 310024 and 310031, Bexar County, Texas, and more specifically described in the Exhibit A attached herein (herein, the "Property") has been filed with the City; and

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED, this 6th day of April, 2021.

CITY OF SCHERTZ, TEXAS

_____

Ralph Gutierrez, Mayor

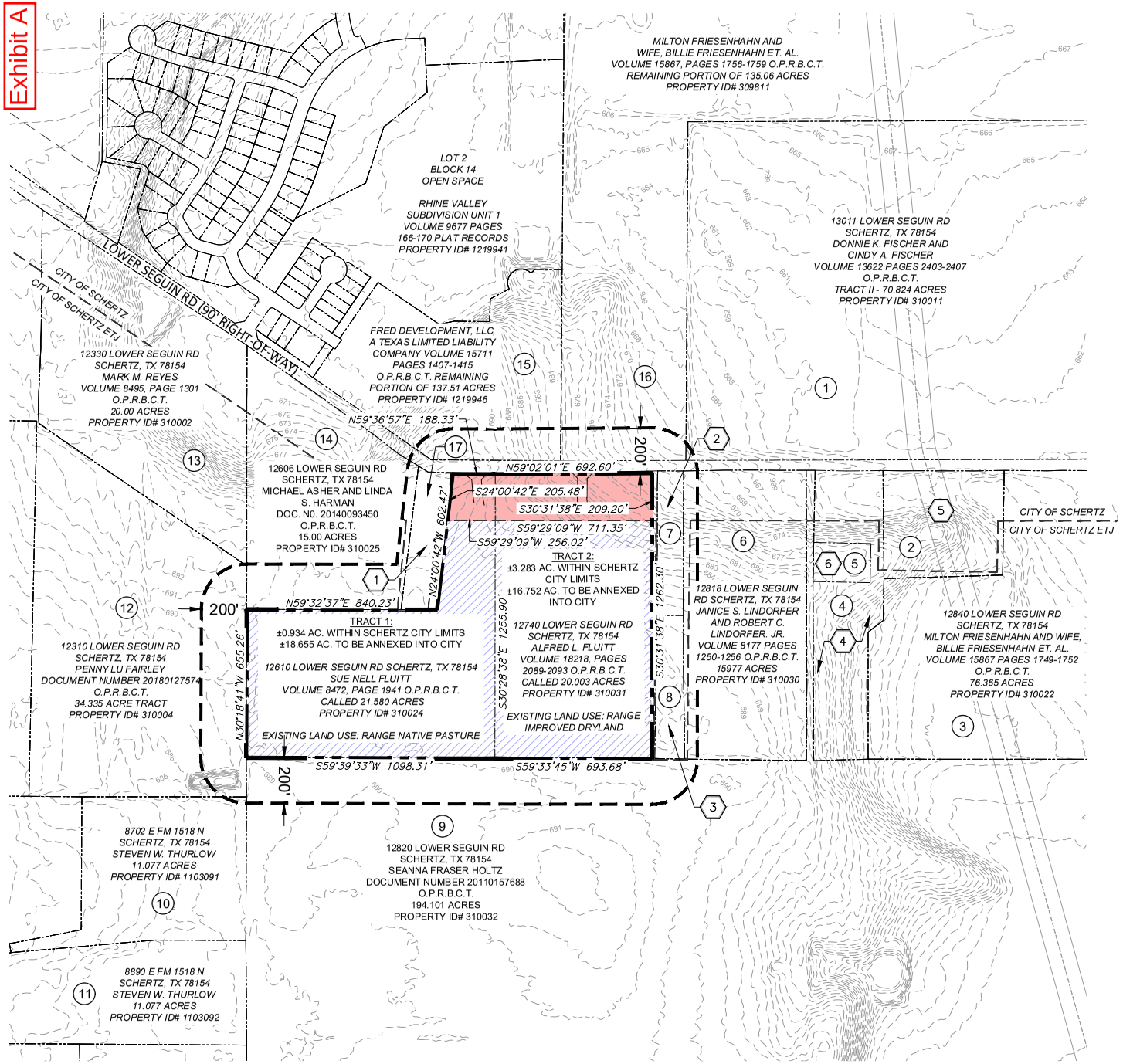
ATTEST:

_____

City Secretary, Brenda Dennis

(CITY SEAL)

Exhibit A



PROPERTY INFORMATION

1. 12610 LOWER SEGUIN RD SCHERTZ, TX 78154
SALVADOR P. ALVAREZ
DOC. NUMBER 20060070306, O.P.R.B.C.T.
2.00 ACRES
PROPERTY ID# 1091215

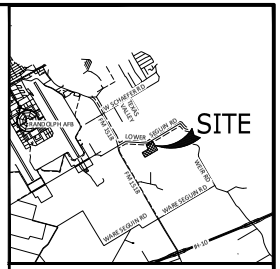
2. 12746 LOWER SEGUIN RD SCHERTZ, TX 78154
CARLOS GARZA, JR. AND WIFE
MARGRET L. CARTY
VOLUME 6541, PAGES 807-811 O.P.R.B.C.T.
2.005 ACRES
PROPERTY ID# 310027

3. 12746 LOWER SEGUIN RD SCHERTZ, TX 78154
JAMES B. CARTY
VOLUME 6541, PAGE 812, O.P.R.B.C.T.
2.003 ACRES
PROPERTY ID# 310030

4. 12840 LOWER SEGUIN RD SCHERTZ, TX 78154
KAREN MARK FISCHER
VOLUME 18819 PAGES 1418-1423
O.P.R.B.C.T.
8.132 ACRES
PROPERTY ID# 310019

5. 12870 LOWER SEGUIN RD SCHERTZ, TX 78154
GUILLERMO J. & MARTHA C. GUAJARDO
VOLUME 18616 PAGES 400-405
O.P.R.B.C.T.
5.500 ACRES
PROPERTY ID# 310021

6. LOWER SEGUIN RD SCHERTZ, TX 78154
FISCHER KAREN MARX
VOLUME 18819 PAGES 1418
O.P.R.B.C.T.
1.00 ACRES
PROPERTY ID# 1139530



SCALE: 1"=300'
300 150 0 300

LEGEND

- SUBJECT PROPERTY BOUNDARY
- 200' NOTIFICATION BOUNDARY
- PROPERTY BOUNDARY
- EXISTING CONTOUR
- SCHERTZ CITY LIMITS
- O.P.R.B.C.T. — OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- AREA TO BE ANNEXED INTO THE CITY OF SCHERTZ
- AREA WITHIN THE SCHERTZ CITY LIMITS

LAND USE TABLE

OBJECT ID	LAND USE DESCRIPTION
1	Single-Family Residential
2	Range Improved Dryland
3	Tillable Dry (Farm)
4	Range Improved Dryland
5	Base Rate Lot
6	Tillable Dry (Farm)
7	Base Rate Lot
8	Base Rate Lot
9	Range Improved Dryland
10	Tillable Dry (Farm)
11	Range Improved Dryland
12	Family Homesite Single/Range Improved Dryland
13	Family Homesite Single
14	Family Homesite Single
15	Single-Family Residential
16	Single-Family Residential
17	Base Rate Lot

NOTE:

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

OWNERS INFORMATION
ALFRED L. FLUITT
528 APPALOOSA RUN
ROUND MTN, TX 78663
PH: (817) 565-8482

APPLICANT
PAUL LANDA, JR., PE, CFM
MOY TARIN RAMIREZ ENGINEERS, LLC
12770 CIMARRON PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
PH: (210) 698-5051

SURVEYOR
STEPHANIE L. JAMES, RPLS
MOY TARIN RAMIREZ ENGINEERS, LLC
12770 CIMARRON PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
PH: (210) 698-5051

MTR • Engineers • Surveyors • Planners
Moy Tarin Ramirez Engineers, LLC
FIRM TBPELS ENGINEERING F-5297 / SURVEYING F-10131500
12770 CIMARRON PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
TEL: (210) 698-5051
FAX: (210) 698-5085

DRAWING NAME: ANNEXATION EXHIBIT

PROJECT NAME: FLUITT TRACT - CARMEL RANCH SUBDIVISION
±35.407 AC. TO BE ANNEXED
INTO THE CITY OF SCHERTZ

PROJECT No.: 20210 | DATE: MARCH 24, 2021 | SCALE: 1":300'

A 39.624 ACRE (1,726,013.68 SQUARE FEET) TRACT OF LAND SITUATED IN THE JULIAN DIAZ SURVEY NO. 66, ABSTRACT NO. 187, BEXAR COUNTY BLOCK 5059, BEXAR COUNTY, TEXAS, OUT OF A 20.003 ACRE TRACT AS CONVEYED TO ALFRED L. FLUITT BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN, AS RECORDED IN VOLUME 18218, PAGE 2089, AND A 21.58 ACRE TRACT AS CONVEYED TO SUE NELL FLUITT BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN, AS RECORDED IN VOLUME 8472, PAGE 1941, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

R:\Work Trees\Drawings\Exhibits\00_ANNEXATION EXHIBIT.dwg

Exhibit B

• Engineers
• Surveyors
• Planners

Moy Tarin Ramirez Engineers, LLC

February 3, 2021

City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

Re: **Voluntary Annexation – Fluitt 39.624 Ac Tract**

To whom it may concern,

The purpose of this letter is to request the voluntary annexation of the approximately 21.58-acre tract and 20.003-acre tract depicted on the Attached Exhibit into the City of Schertz. The properties are located at 12610 Lower Seguin Road and 12740 Lower Seguin Road respectively.

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

Sincerely,
Moy Tarin Ramirez Engineers, LLC (Agent)

Raymond Tarin Jr., P.E.
Principal

12770 Cimarron Path, Suite 100, San Antonio, TX 78249 TBPE F-5297
Ph. 210.698.5051 Fx. 210.698.5085

Agenda No. 19.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 6, 2021**
Department:	**City Secretary**
Subject:	**Workshop Discussion and Update (Ordinance 20-H-18) - Discussion and update regarding the COVID-19 virus and our current Ordinance No. 20-H-18 Declaration of Local Disaster. (M. Browne/K. Long/S. Hall)**

BACKGROUND

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

Attachments

Revised 20-H-18

Ordinance No. 20-H-18

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

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

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

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

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

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

WHEREAS, the Texas Department of State Health Services has now determined that, as of March 19, 2020, COVID- 19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and
WHEREAS, to date, there have been 48,693 confirmed positive cases in Texas; and

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

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

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

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

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

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

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

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 2. That the local state of disaster and public health emergency originally declared by Mayor Ralph Gutierrez for the City of Schertz, Texas, pursuant to §418.108(a) of the Texas Government Code and renewed and extended to May 26, 2020 at 11:59 p.m. by City Council Ordinance 20-H-15 pursuant to §418.108(b) of the Government Code, including all rules and regulations, is hereby further amended and extended until the Disaster Declaration put in place by Governor Abbott for the State of Texas expires.

Section 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

Section 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster and public health emergency activates the City of Schertz, Texas, emergency management plan.

Section 5. All ordinances or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters herein except those portions deemed to conflict with any emergency orders of Governor Abbott.

Section 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 9. Should Governor Abbott lift the statewide disaster declaration and orders now in place prior to the date of expiration stated herein, this ordinance shall no longer be subject to enforcement by the City and shall be repealed by the City Council at the first legally posted meeting thereafter.

Section 10. Any peace officer or other person with lawful authority is further authorized to enforce the provisions of this Ordinance or the orders of the Governor in accordance with the authority granted under the Texas Disaster Act of 1975, as applicable, which allows a fine not to exceed $1000.00 and confinement not to exceed 180 days pursuant to Government Code 418.173.

Section 11. This Ordinance shall be in force and effect from its first and final passage, and any publication required by law.

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

CITY OF SCHERTZ, TEXAS

By: _____
Ralph Gutierrez, Mayor

ATTEST:
Brenda Dennis, City Secretary