MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
November 12, 2024

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

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

AGENDA
TUESDAY, NOVEMBER 12, 2024 at 6:00 p.m.

Call to Order

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

Employee Introductions

- Engineering: Faith Tercero-Phillps, Associate Engineer
- Animal Control: Gracyn Hulsey, Kennel Technician
- Police Dept: Phillip Elliot Waller, Assistant Police Chief, JayVeon Cardwell, Police Cadet
- Water/Wasterwater Services: Zachary Michael Eaton, Water/Wasterwater Superintendent; Anthony Lopez, Water/Wastewater I

Presentations

Presentation of the Schertz Young Leaders Class of 2025 (S.Gonzalez/L.Shrum/C.Paddock)

20-Year Milestone Service Pin Presentation: Fire Department- Battalion Chief Clint Williams (S.Williams)

City Events and Announcements

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

Hearing of Residents

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

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

All handouts and/or USB devices must be submitted to the City Secretary no later than noon on the Monday preceding the meeting. Handouts will be provided to each Councilmember prior to the start of the meeting by the City Secretary. All USB devices will be vetted by City IT staff to ensure City property is protected from malware.

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** - Approval of the minutes from the Council Meeting on October 22, 2024. (S.Edmondson/S.Courney)

2. **Resolution 24-R-144** - Authorizing the City Manager to enter into an interlocal agreement for allocation of emergency medical services and for a mutual aid agreement with Caldwell County ESD#5. (S. Williams/J. Mabbitt)

3. **Resolution 24-R-147** - Authorizing an agreement with Way Mechanical for on-call HVAC services. (B.James/D.Hardin/C.Lonsberry)

4. **Resolution 24-R-151** - Authorizing an increase in the previously approved expenditure amount with Hill Country Outdoor Power as part of the 2024-2025 Vehicle/Equipment Replacement/Acquisition program. (B.James/D.Hardin/C.Hernandez)

5. **Resolution 24-R-148** - Authorizing an agreement with Advantage USAA, Inc. for on-call roofing services. (B.James/D.Hardin/C.Lonsberry)

6. **Resolution 24-R-149** - Authorizing an agreement with D.H. Pace Company, Inc. for on-call Garage Door services. (B.James/D.Hardin/C.Lonsberry)

7. **Ordinance 24-S-162** - Consider closing and abandoning to the abutting property owner a portion of Troy Lane Right-of-Way, from Wiederstein Road, north to the end (approximately 600 feet) and a portion of Shady Lane Right-Of-Way from Wiederstein Road, north to the end (approximately 600 feet); and to establish an effective date hereof. ***Final Reading*** (B.James/K.Woodlee/J.Nowak)

Discussion and Action Items

8. **Resolution 24-R-153** - Approval of a Resolution casting votes to elect the Board of Directors for the Guadalupe County Appraisal District for the FY2025 term. (Mayor/Council)

9. **Resolution 24-R-152** - Approving a Contract for Architectural and Engineering Services for Fire Station 4. (S.Williams/G.Rodgers).

10. **Ordinance 24-S-154** - Approving amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5, Section 21.5.9- Special Districts, and Article 9, Section 21.9.3- Lots, Section 21.9.8- Screening and Fencing, Section 21.9.9- Tree Preservation and Mitigation, Section 21.9.12- Site Plan Process, and Article 16 - Definitions. ***Final Reading*** (B.James/L.Wood/D.Marquez)

Public Hearings

11. **Ordinance 24-S-160 -** Conduct a public hearing and consider a request for a Specific Use Permit to allow a Manufactured / Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Rd, also known as Bexar County Property Identification Number 1296079, City of Schertz, Bexar County, Texas. ***First Reading*** (B.James/L.Wood/D.Marquez)

12. **Ordinance 24-S-161 -** Conduct a public hearing and consider a request to rezone approximately 1.4 acres of land, from Office and Professional District (OP) to Neighborhood Services District (NS), generally located 250-feet South of the intersection of Antler Drive and FM 3009, more specifically known as Guadalupe County Property Identification Number 20412, City of Schertz, Guadalupe County, Texas. ***First Reading*** (B.James/L.Wood/D.Marquez)

13. **Ordinance 24-S-157**- Conduct a public hearing and consider a request to rezone approximately 218 acres of land to Agricultural District (AD), more specifically known as Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, City of Schertz, Comal County, Texas. ***First Reading*** (B.James/L.Wood/E.Delgado)

14. **Ordinance 24-S-163** - Conduct a Public Hearing and Consider Amendments to the Public Works Specification Manual. ***First Reading*** (B.James/K.Woodlee)

Workshop

15. Workshop Discussion on Future Special Events and Event Offerings such as Alcoholic Beverages. (S.Gonzalez/L.Shrum)

16. Workshop Regarding TCEQ Lead And Copper Rule Revisions (B.James/N.Ferris/Z.Eaton)

Closed Session

17. The City Council will meet in closed session under Section 551.071 of the Texas Government Code for discussion related to statutory charter election requirements.

Reconvene into Regular Session

18. Take any action based on discussion held in Closed Session under Agenda Item #17.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

19. Update on the Beck Landfill Permit Application (S.Williams/B.James)

20. Monthly Update - Major Projects In Progress/CIP (B.James/K.Woodlee)

Requests and Announcements

- 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
- City and Community Events attended and to be attended (Council)

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, 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 8TH DAY OF NOVEMBER 2024 AT 2:45 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON _____DAY OF _____, 2024.
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 Member Audit Committee Investment Advisory Committee Main Street Committee Liaison Board of Adjustments Senior Center Advisory Board-Alternate	**Councilmember Davis– Place 1** Member Interview Committee Main Street Committee - Chair TIRZ II Board Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board
Councilmember Watson-Place 2 Member Audit Committee Liaison Library Advisory Board Senior Center Advisory Board	**Councilmember Macaluso – Place 3** Member Interview Committee Hal Baldwin Scholarship Committee Liaison TIRZ II Board

Cibolo Valley Local Government Corporation-Ex-Officio	Animal Services Advisory Committee
Councilmember – Place 4	**Councilmember Westbrook – Place 5** Liaison Schertz-Seguin Local Government Corporation (SSLGC) Planning and Zoning Commission Schertz Historical Preservation Society Cibolo Valley Local Government Corporation (CVLGC)-Alternate
Councilmember Heyward – Place 6 Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee Liaison Building and Standards Commission Economic Development Corporation - Alternate Senior Center Advisory Board	**Councilmember Brown – Place 7** Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC) Liaison Economic Development Corporation

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Parks, Recreation & Community Servic**
Subject:	**Presentation of the Schertz Young Leaders Class of 2025 (S.Gonzalez/L.Shrum/C.Paddock)**

BACKGROUND

The purpose of Schertz Young Leaders is to give high school students the opportunity to learn about their community on a higher level. Participants will be introduced to the multiple facets that make up Schertz: Local Government, Education, Community Businesses & Partners, and the Randolph Air Force Base. The goal of participating in this program is to increase students' community awareness and prepare them to make positive impacts in the future.

The program seeks to foster the development of knowledgeable citizens and future leaders of Schertz through in-depth programs that introduce students to the wide variety of opportunities, challenges, and resources available in the City and allow them to interact with community leaders and decision makers.

Attachments

SYL Council 24

SCHERTZ YOUNG LEADERS

Cassie Paddock, Recreation Manager

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY

2024-25 SCHEDULE

October 17
Leadership Retreat

November 7: Leadership
Understanding Human Behavior

January 23: Education
Developing Emotional Intelligence

February 20: Local Government
Cultivating Your Leadership Style

March 27: Communication & Community
Teamwork: The Key to Success

April 17: JBSA Randolph
Continued Growth- Setting Your Intentions

May 8: Graduation
Presentations & Banquet

Student must also attend 1 City Council Meeting, 1 School Board Meeting, and Volunteer at 1 Event

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

SYL CLASS OF ‘24-25

Clemens High School

Colette Forsberg, 10th Grade

Emily Kinney, 10th Grade

Carli Moy, 11th Grade

Hannah Jacobson, 11th Grade

Christopher Aikman, 11th Grade

Caleb Reeder, 12th Grade

Kate Krupczak, 12th Grade

Steele High School

Sophia Fisher, 11th Grade

Isabella Hunter, 12th Grade

Randolph Field High School

Emalee Denson, 11th Grade

TOPS K12

Zachary Roundtree, 11th Grade

Founders Classical Academy

Marcus Brown, 10th Grade

SCHERTZ

COMMUNITY • SERVICE • OPPORTUNITY

COMMENTS & QUESTIONS

SCHERTZ
COMMUNITY ⋆ SERVICE ⋆ OPPORTUNITY

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Executive Team**
Subject:	**20-Year Milestone Service Pin Presentation: Fire Department- Battalion Chief Clint Williams (S.Williams)**

Agenda No. 1.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**City Secretary**
Subject:	**Minutes - Approval of the minutes from the Council Meeting on October 22, 2024. (S.Edmondson/S.Courney)**

Attachments

10-22-2024 Draft minutes

D R A F T

MINUTES
REGULAR MEETING
October 22, 2024

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on October 22, 2024, 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 Robert Westbrook; Councilmember Mark Davis; Councilmember Paul Macaluso; Councilmember Allison Heyward; Councilmember Tim Brown
Absent:	Councilmember Michelle Watson; Councilmember Place 4 (Vacant)
Staff present:	City Manager Steve Williams; City Attorney Natalie Thamm; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson; Deputy City Secretary Sheree Courney

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

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

Councilmember Allison Heyward provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and State of Texas.

Presentations

Fire Prevention Poster Contest Awards Presentation
(S.Williams/G.Rodgers/B.Boney)
Deputy Fire Marshal James Richards, Fire Chief Greg Rodgers, and Assistant Fire Chief John Perry presented the Fire Prevention Poster Contest Awards to the following students:

Kindergarten - 1st Grade Winners
3rd Place: Carter Campbell, Kindergarten, Wiederstein Elementary
2nd Place: Jemma Stark, 1st Grade, SST Schertz
1st Place: Elena Gonzales, Kindergarten, Wiederstein Elementary

2nd - 3rd Grade Winners
3rd Place: Meda Kukleryte, 3rd Grade, Cibolo Valley Elementary
2nd Place: Griffin Boney, 2nd Grade, Rose Garden Elementary

1st Place: Harlee Cortinas, 2nd Grade, Rose Garden Elementary

Mayor's Choice: Noelle Snape, 2nd Grade, Green Valley Elementary

Presentation of the TML Municipal Excellence Award (S.Williams/S.Gonzalez)

The City of Schertz received the TML Municipal Excellence Award in the City Spirit Category for Cities over 25,000 in Population for its Adopt-a-Grandparent Program. For this program, the Schertz Public Library partnered with Legacy at Forest Ridge, a local senior living community, to create the Adopt-a-Grandparent Program. The program allows Schertz residents to adopt a member of the senior community and provide them with gifts for the holidays.

The City was also recognized as a finalist in the Management Innovations category for the Schertz Emerging Leaders Program.

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
  Assistant City Manager Sarah Gonzalez announced upcoming City events.

- Announcements and recognitions by the City Manager (S. Williams)
  City Manager Steve Williams provided the following:
  *The City had a successful "Carfit" program. 22 residents were helped to ensure their vehicles were set up the right way. He thanked University Health, Methodist Healthcare System, Texas A&M Agri-life Extension Services, Schertz Citizens, Police Alumni Association, and Officer Anna Kraft.
  *Schertz Elementary had a Trunk-or-Treat Event, which members of Officer Flowers enjoyed interacting with families.
  *During National Night Out, a young man named Xander collected donations for Breast Cancer Awareness at his neighborhood's block party. He raised $58, which he brought to the Schertz PD to donate to their fundraiser.
  *The Schertz Library launched their new community-driven resource, the Seed Library, which had a grand opening on October 20th.
  *He shared kudos from a resident who rides his bike in the park every weekend to DariAnn Douglas of the Parks Department, who exhibited joy and pride in her work; and kudos from resident Micky Tereletsky regarding the Police Department website, thanking them for making it so easy to navigate.
  *Ms. Tatiana Trevino thanked the Inspections Department, specifically Michelle and Cody, for responding to a same day request for an inspection of the felt for her roof, so the project could continue.
  *Emanuel Garza, Contractor, commented on how easy and how responsive staff are when getting permits for roofs, commending Michelle, Waylan, and Armando.

- Announcements and recognitions by the Mayor (R.Gutierrez)
  Mayor Gutierrez had no announcements or recognitions.

Hearing of Residents

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Mayor Pro-Tem Robert Westbrook recognized the following resident:

Dr. Miguel Vasquez, 93 Bubbling Springs Rd., representing Schertz-Cibolo Cemetery, the only public cemetery in Schertz. Since receiving the Texas Historical Marker last year, the cemetery has become a destination point. The cemetery staff work to preserve local Texas history, so they receive calls from historical commissions, including the Texas Historical Commission, to share their online resources. He stated they would be having an open house on Saturday, November 2, 2024, where two dedications will be honored; the Guadalupe County Historical Marker and Children's Memorial.

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 Council Workshop minutes and Council Meeting minutes of October 15, 2024 (S.Edmondson/S.Courney)

2. **Ordinance 24-S-156 -** Approving amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5 - Zoning Districts and Article 10 - Parking Standards ***Final Reading*** (B.James/L.Wood/S.Haas)

3. **Resolution 24-R-145** - Adopting the State-mandated Covered Applications and Prohibited Technology Policy (B.James/D.Hardin/J.Bluebird)

4. **Ordinance 24-S-155 -** Approving amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 4 - Procedures and Applications, and Article 5 - Zoning Districts ***Final Reading*** (B.James/L.Wood/S.Haas)

5. **Resolution 24-R-134** - Authorizing an Interlocal Agreement with Guadalupe County for Library Services (S.Gonzalez/M.Uhlhorn)

6. **Resolution 24-R-127** - Authorizing a mutual aid agreement with Acadian Ambulance (S.Williams/J.Mabbitt)

No items were removed for separate action.

Mayor Gutierrez asked for a motion to approve Consent Agenda Items #1-6.

Moved by Councilmember Paul Macaluso, seconded by Councilmember Allison Heyward

AYE: Mayor Pro-Tem Robert Westbrook, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

Discussion and Action Items

7. **Resolution 24-R-120** - Authorizing a contract with H2O Partners for Planning & Management Services for Local Hazard Mitigation Plans Program (S.Williams/G.Rodgers/B.High)

Resolution 24-R-120 was postponed.

Public Hearings

8. **Ordinance 24-S-154** - Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5, Section 21.5.9- Special Districts, and Article 9, Section 21.9.3- Lots, Section 21.9.8- Screening and Fencing, Section 21.9.9- Tree Preservation and Mitigation, Section 21.9.12- Site Plan Process, and Article 16 - Definitions ***First Reading*** (B.James/L.Wood/D.Marquez)

Planner Daisy Marquez introduced Ordinance 24-S-154 to amend Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), Article 5, Section 21.5.9-Special Districts, and Article 9, Section 21.9.3-Lots, Section 21.9.8-Screening and Fencing, Section 21.9.9-Tree Preservation and Mitigation, Section 21.9.12-Site Plan Process, and Article 16-Definitions.

Public Hearing opened at 6:30 p.m.
No public came forward to speak.
Public Hearing closed at 6:30 p.m.

Councilmember Davis asked for clarification regarding items attached to chain link fencing. Deputy City Manager Brian James responded that they were specifically looking at the plastic slats woven through chain link fencing.

Councilmember Westbrook asked what prompted the staff to review/update the UDC. Ms. Marquez stated that it depends on whether there are issues with a specific section. In this case, it was tree preservation and mitigation to make sure developers weren't paying for "trash" trees. Mr. James responded that it varies. Sometimes, its issues such as impervious cover, sometimes its tree mitigation. There are several possible factors. Councilmember Westbrook asked if there were flow charts for developers to guide them through the UDC requirements. Mr. James responded that there are several flow charts depending on the process but strongly encourages developers to set up a pre-development meeting with staff.

Councilmember Tim Brown made a motion to approve Ordinance 24-S-154, seconded by Councilmember Allison Heyward. Mayor Gutierrez made a motion to amend the motion to include verbiage to clarify the chain link fencing amendment, seconded by Councilmember Robert Westbrook.

AYE: Mayor Pro-Tem Robert Westbrook, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Allison Heyward, Councilmember Tim Brown.
Passed

Mayor Gutierrez stated they would return to the original motion made by Councilmember Tim Brown to approve Ordinance 24-S-154, and seconded by Councilmember Allison Heyward.

AYE: Mayor Pro-Tem Robert Westbrook, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Allison Heyward, Councilmember Tim Brown
Passed

9. **Ordinance 24-S-162** - Conduct a public hearing to consider closing and abandoning to the abutting property owner a portion of Troy Lane Right-of-Way, from Wiederstein Road, north to the end (approximately 600 feet) and a portion of Shady Lane Right-Of-Way from Wiederstein Road, north to the end (approximately 600 feet); and to establish an effective date hereof ***First Reading*** (B.James/K.Woodlee/J.Nowak)

Assistant City Engineer John Nowak introduced Ordinance 24-S-162 to close and abandon to the abutting property owner a portion of Troy Lane Right-of-Way from Wiederstein Road, north to the end (approximately 600 feet) and a portion of Shady Lane Right-of-Way from Wiederstein Road, north to the end (approximately 600 feet); and to establish an effective date.

Public Hearing opened at 6:42 p.m.
No public came forward to speak.
Public Hearing closed at 6:42 p.m.

Mayor opened the floor to Council for discussion.
No discussion occurred.
Mayor Gutierrez asked for a motion to approve Ordinance 24-S-162.

Moved by Councilmember Allison Heyward, seconded by Councilmember Paul Macaluso

AYE: Mayor Pro-Tem Robert Westbrook, Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Allison Heyward, Councilmember Tim Brown

Passed

Workshop

10. Street Preservation and Maintenance Workshop
(B.James/L.Busch/K.Woodlee/J.Nowak)

Assistant City Engineer John Nowak and Public Works Director Larry Busch presented the workshop on Street Preservation and Maintenance. Mr. Nowak provided an update on the SPAM project. The Resurfacing project has been awarded to R.L. Jones and the expected construction duration is estimated at four months. Construction has not started, but the contractor is actively working to get his bonds and insurance information to Purchasing. The Rehabilitation Project is more complex than the resurfacing project. They are finalizing the bid package and expect to have that completed by the end of the month. They hope to have an award recommendation to Council in November. This information is available on their Dashboard.

Mr. Busch provided an overview of the status of street maintenance that Public Works has completed and still has pending. He stated that the Dashboard is live and available for viewing on the website. He highlighted some of the options for street repairs, including filling potholes. He also provided an overview of the sidewalk project.

Mayor Gutierrez opened the floor to discussion.

Councilmember Westbrook asked for clarifying information regarding sidewalks. City Manager Williams addressed the need for sidewalk repairs as well as the absence of them in various parts of the city. He also explained the need for measures to show progress.

Councilmember Macaluso asked for an update on the benefits of the new equipment in future reports.

Mr. Busch said they are working on establishing a full year's worth of data to create a

baseline.

Mayor Gutierrez stated he liked this presentation. It shows residents the work that city staff are doing in all areas of the city, not just what they see in their neighborhood.

11. **Workshop on design and location options for the Municipal Complex Electronic Sign** (B.James/D.Hardin)

Deputy City Manager Brian James provided an overview of the design and location options for the new Municipal Complex Electronic Sign. He showed Council four different designs and possible areas for location. Council provided feedback and were unanimous in their choice of design and the preferred location.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

12. **Standard Operating Procedure (SOP) - Political Signs on City Property** (Mayor/S.Edmondson)

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
  No requests from the Mayor or Councilmembers for updates or information from Staff.

- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
  No requests from the Mayor or Councilmembers for items or presentations to be placed on a future City Council agenda.

- City and Community Events attended and to be attended (Council)
  Mayor Pro-Tem Westbrook and Councilmember Heyward stated they had attended the NEP luncheon.

Adjournment
Mayor Gutierrez adjourned the meeting at 7:11 p.m.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Agenda No. 2.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Emergency Medical Services**
Subject:	**Resolution 24-R-144 - Authorizing the City Manager to enter into an interlocal agreement for allocation of emergency medical services and for a mutual aid agreement with Caldwell County ESD#5. (S. Williams/J. Mabbitt)**

BACKGROUND

On July 28, 2020, Council approved Resolution 20-R-77 authorizing the City Manager to enter into an agreement with Guadalupe County for ambulance services to cover the unincorporated areas of Guadalaupe County. As part of the agreement, we implemented a plan to cover the County along with the City of Seguin, City of Luling, San Marcos/Hays County EMS and Wilson County ESD #3. Agreements with these agencies were approved on September 22, 2020 with Resolution 20-R-97.

In 2024, the City of Luling and the City of Lockhart were combined and created Caldwell County ESD#5 into one EMS agency. Caldwell County ESD#5 has a desire to continue this original agreement under the Caldwell County ESD #5 name.

GOAL

To secure an interlocal agreement for allocation of the Guadalupe County Emergency Medical Services contract with Caldwell County ESD #5.

COMMUNITY BENEFIT

To continue to provide ambulance services to the unincorporated areas of Guadalupe County.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the attached resolution authorizing the City Manager to enter into an interlocal agreement for allocation of emergency medical services and for a mutual aid agreement with Caldwell County ESD #5.

FISCAL IMPACT

The total amount for the Guadalupe County EMS agreement is $1,122,801.22. Caldwell County ESD #5 will receive $45,744.38 for FY25.

RECOMMENDATION

Approval of Resolution 24-R-144

Attachments

Resolution 24-R-144 with attachments

County Agreement

Luling Agreement

RESOLUTION 24-R-144

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT FOR ALLOCATION OF EMERGENCY MEDICAL SERVICES AND FOR A MUTUAL AID AGREEMENT WITH CALDWELL COUNTY ESD #5 AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Schertz EMS Department provides Emergency Medical Services to the citizens in our service area; and

WHEREAS, Schertz EMS holds the EMS contract for Guadalupe County; and

WHEREAS, Schertz EMS has the need to allocate parts of the Guadalupe County EMS contract with other EMS agencies; and

WHEREAS, it is a benefit to both Schertz EMS and Caldwell County ESD #5 to enter into an interlocal and mutual aid agreement;

NOW 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 enter into an interlocal agreement with Caldwell County ESD #5 as outlined in 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 _____2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit “A”
Interlocal Agreement

INTERLOCALAGREEMENT
FOR ALLOCATION OF EMERGENCY MEDICAL SERVICES AND FOR MUTUAL AID

STATE OF TEXAS

COUNTY OF GUADALUPE

This Interlocal Agreement for Allocation of Emergency Medical Services and for Mutual Aid (this "Agreement"), is between the City of Schertz, Texas ("Schertz"), and Caldwell County ESD #5, Texas ("ESD #5"), and shall be effective as of January 1, 2025, for the term stated below. Schertz and ESD #5 shall hereafter collectively be referred to as "the Cities" or "the Parties."

WHEREAS, Schertz desires to provide emergency medical services to the unincorporated areas of Guadalupe County (the "County") and is entering into an lnterlocal Agreement for Emergency Medical Services with the County to provide said services (the "County EMS Agreement") which is to be effective on the same effective date of this Agreement; and

WHEREAS, for purposes of facilitating the County EMS Agreement, Schertz desires to allocate between Schertz and the Caldwell County ESD #5 coverage area, fees, personnel, equipment and other obligations of the County EMS Agreement in exchange for mutual covenants and other consideration hereinafter provided;

NOW, THEREFORE, the Cities/Parties, acting by and through their duly authorized officers, hereby covenant and agree as follows:

Section 1. Responsibilities of ESD #5.

(a) During the term of this Agreement, ESD #5 agrees to furnish emergency medical services ("EMS") to the unincorporated areas of the County as described on the map attached hereto as Exhibit "A" ("Service Area").

(b) ESD #5 shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (MICU) within the Service Area. ESD #5's MICU units will be staffed with a minimum of one paramedic (preferably with two paramedics) at all times.

(c) ESD #5 agrees that during the term of the Agreement, they shall use any available EMS resource to respond to all requests for service on a next-available-ambulance basis regardless of call location within the ESD #5 coverage area.

(d) ESD #5 agrees to use every effort possible to maintain an average monthly response time of thirteen (13) minutes on responses not to include cancellations, transfers, standbys or un-safe scenes in which law enforcement must make the scene safe prior to entry. Response time shall be defined as the period of time starting when an ESD #5

ambulance is notified of an emergency response and ending when an ambulance arrives on location of the emergency.

(e) Schertz and the County shall arrange for all requests for assistance within the Service Area to be sent directly to ESD #5 by 911-telephone transfer or by the County alerting ESD #5 via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.

(f) ESD #5 agrees to transport patients to their facilities of choice if their medical condition allows based on their policies and protocols. If the patient condition prevents this, the patient should be transported to the closest most appropriate facility.

(g) ESD #5 agrees to maintain a Medical Director as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director shall be reported in writing to Schertz within ten (10) business days.

(h) ESD #5 will maintain Mutual Aid agreements with multiple agencies, including Schertz, to provide for appropriate responses during times of high call volume or multiple casualty incidents.

(i) ESD #5 agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, and re-supplying of medical supplies used on emergency medical responses.

(j) ESD #5 shall observe and comply with all applicable federal, state, county and local laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

(k) ESD #5 agrees to maintain insurance on its equipment, vehicles, and personnel in the amounts required by the Texas Department of State Health Services for EMS Provider Licensing. Any changes in coverage will be reported in writing to Schertz within ten (10) days of such change becoming effective.

(l) ESD #5 agrees to provide Schertz with ESD #5's run statistics for responses in the Service Area. These reports shall provide Schertz with the number of calls, location of calls, transports, response times, and type of call (medical/trauma) in the Service Area. These reports shall be sent to Schertz each month before the 5th day of the following month. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws shall not be made available to Schertz without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

(m) ESD #5 agrees to indemnify Schertz to the extent allowed by law for all actions of ESD #5 in connection with carrying out the responsibilities of ESD #5 under this Agreement.

(n) It is expressly understood that in the performance of the obligations under this Agreement, each party is an independent contractor with the right to supervise, manage, control, and direct the provision of EMS calls to which it is responding.

Section 2. Responsibilities of Schertz.

(a) Schertz agrees to conduct, at a minimum, biannual meetings with all sub-contractors to discuss service level, customer service issues, and other issues as brought forward by the County Emergency Services Administrator. Any customer service issues brought to Schertz regarding service provided by ESD #5 will be forwarded as soon as possible to ESD #5 for investigation and resolution.

(b) Schertz agrees to coordinate with the Guadalupe County Emergency Management Office on the designation of recognized County first responders and to report any changes in this designation to ESD #5 immediately.

(c) Schertz agrees to involve ESD #5 as necessary on all EMS-related issues that occur in the Service Area covered by ESD #5. This would include issues such as ambulance standbys, injury prevention activities, and community education events.

(d) Schertz agrees to indemnify ESD #5 to the extent allowed by law for all actions of Schertz in connection with carrying out the responsibilities of Schertz under this Agreement.

Section 3. Term and Renewal.

This Agreement shall be for a term commencing with the effective date of January 1, 2025. This Agreement shall remain in full force and effect for the full term of the County EMS Agreement ("Term") which is three (3) years, including any extensions thereof ("Renewal Term") provided that either ESD #5 or Schertz may terminate this Agreement as set forth in Section 6 of this Agreement.

Section 4. Consideration.

(a) In consideration of ESD #5's provision of the Emergency Medical Services during the Initial Term, Schertz agrees to pay ESD #5 $45,744.38 annually, payable in twelve (12) equal monthly installments within fifteen (15) days of each month for each year of the Initial Term.

(b) If Schertz negotiates any extension of its agreement with the County and there is any increase or decrease of fees, Schertz shall negotiate with all sub-contractors to provide additional consideration as outlined by Schertz's agreement with the County.

(c) Schertz retains the right to negotiate with one or more sub-contractors for the provision of EMS to the County on an annual basis with respect to territory coverage, call volume and other considerations so that Schertz may facilitate the highest levels of EMS service being provided at all times throughout all areas of the County.

(d) Schertz agrees not to withhold monthly installments for any reason other than monthly reports not being received from ESD #5 in a timely manner. Alleged failure to perform shall be addressed in accordance with this Agreement but shall not be reason to withhold payments.

(e) Schertz agrees that, in addition to the fee payable by Schertz to ESD #5 pursuant to Section 4(a), ESD #5 and its contracted designees will make every attempt to bill and collect from the patient's insurance company. In no event shall Schertz or the County be responsible for payment of such patient charges.

Section 5. Failure to Perform.

(a) ESD #5 agrees to maintain response time reliability as outlined in Section l(d). In the event that ESD #5 fails to maintain response time reliability as outlined in Section l(d), ESD #5 will report this fact to Schertz and a meeting will be called to discuss the circumstances that led to this failure to perform.

(b) Schertz may, at its discretion, place ESD #5 on a ninety (90) day remediation period. During this time, ESD #5 will provide reports as to the steps it is taking to correct the poor performance and the current response time reliability.

(c) ESD #5 agrees to make every effort possible to fulfill their responsibilities in assisting Schertz in maintaining compliance with the County's expectations as outlined by this Agreement. If ESD #5s performance or lack thereof could harm the overall viability of Schertz's agreement with the County, Schertz may, after a 90-day notice, terminate this agreement with ESD #5. All monies owed for the service provided until the actual date of termination will be paid to ESD #5.

Section 6. Termination of this Agreement.

(a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. Schertz reserves the right to terminate the contract with a 90 day written notice. Either party may terminate this Agreement without cause by giving not less than one hundred twenty (120) days' notice in writing to the other party. When such notice is provided, ESD #5 agrees to continue to provide service until the one hundred twenty (120) day notice period ends. Schertz agrees to pay the full consideration due to ESD #5 through the one hundred twenty (120) day notice period.

Section 7. Mutual Aid.

(a) ESD #5 and Schertz expressly acknowledge and agree that, in certain instances, the other party may not be able to respond to an EMS call within its allocated service area. In such instances, the parties agree to provide each other with mutual aid and to dispatch equipment and/or personnel in accordance with and subject to the terms and conditions hereinafter set forth.

(b) The Parties agree to provide EMS to each other upon a request for assistance from the EMS Chief, Fire Chief, Battalion Chief, City Manager or other authorized individual as designated in writing by the respective City.

(c) Although each party will endeavor to respond to all requests for assistance, nothing herein shall be construed as imposing any absolute duty or obligation upon any party to respond to any particular request for services. The provision of EMS to each party's own area of responsibility shall always remain the primary function of that party's department.

(d) The responding party shall report with its equipment and/or personnel to the location requested by the dispatcher and shall remain there to render the assistance required. Should the responding party be dispatched to a location at which the requesting party has already arrived, the responding party agrees to work under the authority of the requesting party upon arrival at the scene.

(e) In the event one party cannot or is unable to respond to a request for assistance, that party shall immediately notify the party requesting such assistance.

(f) All claims for workers compensation or other benefits arising out of the performance of this Agreement shall be the sole responsibility of the party which is the general employer or supervisor of the person filing such claim.

(g) At no time shall the employees of a responding party be considered borrowed servants or on loan to the requesting party.

Section 8. Authorization. This Agreement has been duly authorized by the governing bodies of ESD #5 and Schertz.

Section 9. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 10. Amendments. This Agreement represents the complete understanding of ESD #5 and Schertz with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both parties.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Section 12. Governmental Functions; Liability; No Waiver of lmmunity or Defenses. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

(a) The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

(b) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

(c) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

(d) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.

(e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

(f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

[Signatures and acknowledgements on the following pages]

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND CALDWELL COUNTY ESD #5, TEXAS

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____

Steve Williams, City Manager

SIGNATURE PAGE TO

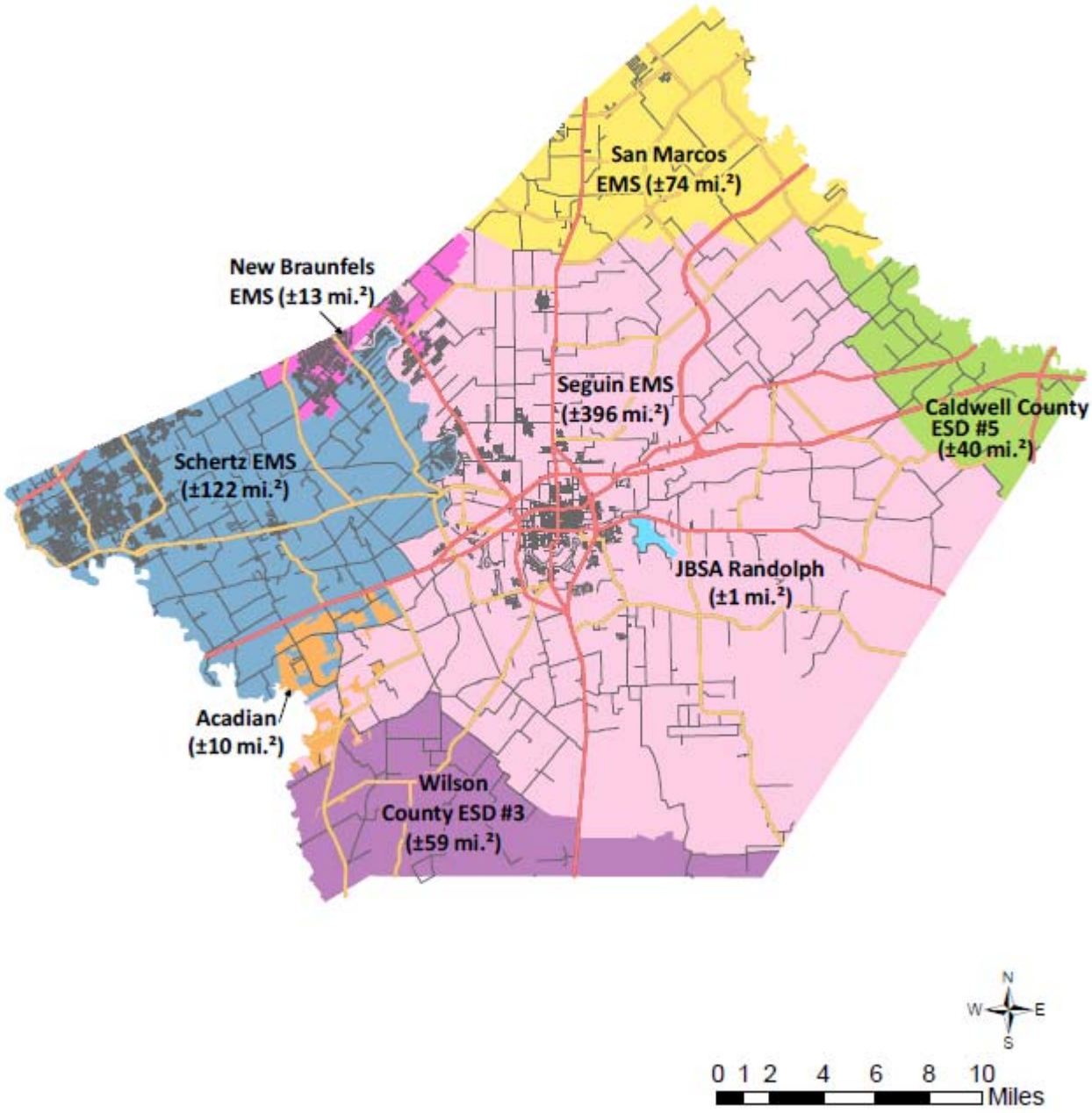
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND CALDWELL COUNTY ESD #5, TEXAS

CALDWELL COUNTY ESD #5

By: _____

Guadalupe County

EMS service areas with approximate square mileage



EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT

This Emergency Medical Services Agreement, effective as of October 1, 2020 (this "Agreement"), is between the City of Schertz, Texas, a political subdivision of the State of Texas (the "City"), and Guadalupe County, a political subdivision of the State of Texas (the "County").

WHEREAS, the City has an emergency medical services department known as Schertz EMS (the "Department"), which provides certain emergency services within the City and, by interlocal agreement, within other jurisdictions;

WHEREAS, the County desires to contract with the City for the provision of certain emergency medical services within the unincorporated area of the County in order to preserve and protect the health and safety of persons within the County;

WHEREAS, the City and the County have determined to enter into this Agreement relating to the provision of certain emergency medical services within the unincorporated areas of the County and to set out the terms, rights, duties, and responsibilities of the City and the County with respect thereto;

WHEREAS, the City and the County have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government; and

WHEREAS, the City and the County are political subdivisions of the State of Texas and are authorized to execute this Agreement pursuant to the Texas Government Code Chapter 791.001, as amended;

NOW, THEREFORE, THE CITY AND THE COUNTY, ACTING BY AND THROUGH THEIR DULY AUTHORIZED OFFICERS, HEREBY COVENANT AND AGREE AS FOLLOWS:

Section 1. Responsibilities of the City.

(a) The City agrees that during the term of this Agreement the Department or its contracted designees shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (the "Emergency Medical Services") within the unincorporated jurisdiction of the County (the "Service Area"). The City agrees that during the Term of this Agreement the Department or its contracted designees shall respond to all requests for service on a next-available-ambulance basis regardless of call location.

(b) The City agrees to use every effort possible to maintain an average monthly response time of thirteen (13) minutes on responses not to include cancellations, transfers, standbys or un-safe scenes in which law enforcement must make the scene safe prior to entry. Response time shall be defined as the period of time starting when a Department ambulance is notified of an emergency response and ending when an ambulance arrives on location of the emergency.

(c) The City agrees to dedicate a minimum of thirteen (13) ambulances of its own or its contracted designees that will be strategically positioned in and/or around the County to maintain response times in accordance with this Agreement.

(d) The City and County shall arrange for all requests for assistance to be sent directly to the Department or its contracted designees by 911-telephone transfer or by the County alerting the Department via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.

(e) The City agrees to maintain a Medical Director for the Department and its contracted designees as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director of the Department or its contracted designees shall be reported to the County Emergency Services Administrator within ten (10) business days.

(f) The City and its contracted designees will maintain Mutual Aid agreements with multiple agencies to provide for appropriate responses during times of high call volume or multiple casualty incidents.

(g) The City agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, re-supply of medical supplies used on emergency medical responses, responder credentialing, and a minimum of twenty (20) hours of continuing medical education annually. The City shall report any deficiencies in First Responder credentialing to the County Emergency Services Administrator as soon as possible.

(h) The City agrees to provide for dedicated event ambulance standby and emergency personnel for standby upon request of the County Emergency Services Administrator, County Sherriff's Department, Fire Chief's or Incident Commander, at no additional charge to the County, when there is reason to believe a life threatening public emergency presently exists or is imminent in the County, which includes stand-by at fire, rescue and hazardous materials response incidents.

(i) The City agrees to provide, a minimum of, two (2) SWAT medics to the Guadalupe County SWAT team at no additional costs to the County.

(j) The City and Department shall observe and comply with all applicable federal, state, county and City laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

(k) The City agrees to maintain insurance through the Texas Municipal League as outlined in its response to the County's Request for Proposal. Any changes in coverage by either the

City or the Texas Municipal League will be reported in writing to the County Emergency Services Administrator within ten (10) days of such change becoming effective.

(l) The City agrees to provide the County with the Department's run statistics for responses in the Service Area. These reports shall provide the county with the number of calls, location of calls, transports, response times, and type of call (medical/trauma) in the Service Area. These reports shall be sent to the County Emergency Services Administrator each month before the 10th day of the following month. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws shall not be made available to the County without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

(m) The City shall provide the County with a current list of all its contracted designees that may provide Emergency Medical Services under this Agreement.

Section 2. Responsibilities of the County.

(a) The County agrees to have the County Emergency Services Administrator determine which agencies are Guadalupe County First Responders and report any changes to the City within ten (10) calendar days.

(b) The County agrees to conduct all Emergency Medical Services related business and customer complaints within unincorporated areas of Guadalupe County with the City only. The County agrees not to discuss any Emergency Medical Services related issues with any of the City's contracted designees without a representative of the City present. The City agrees to provide feedback regarding Emergency Medical Services issues and customer complaints within forty-eight (48) hours after receiving them from the County.

(c) The County agrees to appoint an Emergency Medical Services Contract Administrator and to arrange for quarterly meetings to discuss any issues relating to this Agreement or any other provision of emergency medical services within unincorporated Guadalupe County.

Section 3. Term and Renewal.

This Agreement shall be for a term commencing with the effective date of October 1, 2020, through and including September 30, 2023 (the "Term"). This Agreement may be extended as set forth in Section 4 and shall be renewed for additional two (2) year terms (each, a "Renewal Term") in writing no later than one hundred eighty (180) days prior to the end of the Term unless either party to this Agreement notifies the other party in writing that it wishes to terminate this Agreement. Such notice shall be provided by registered or certified mail not less than one hundred eighty (180) days prior to the end of the Initial Term or any Renewal Term.

Section 4. Consideration.

(a) In consideration of the City's provision of the Emergency Medical Services during the Initial Term, the County agrees to pay the City $927,934.89 annually, payable in twelve (12) equal monthly installments within thirty (30) days after satisfactory acceptance by the County of all completed services.

(b) Amounts payable under this Agreement for any extension beyond the Term of this Agreement shall be increased based on the percentage increase for the previous twelve (12) month period in the "Medical Care" component of the Consumer Price Index (CPI), not to exceed ten (10%) percent of the annual fee for the previous year. The City agrees not to request an increase for the initial three (3) year term of the contract. After the initial three (3) year term, a price re-determination may be considered at the anniversary date of the contract. All requests for price redetermination shall be in written form, shall be submitted no later than six (6) months prior to the end of each term and shall include supporting documentation.

(c) For any extension beyond the Term of this Agreement, the City agrees to decrease its annual fee by an agreed upon amount corresponding with the amount of land in Guadalupe County annexed by cities within Guadalupe County during the previous fiscal year.

(d) The County agrees that, in addition to the fee payable by the County to the City pursuant to Section 4(a), the City and its contracted designees will make every attempt to bill and collect from the patient's insurance company. The City nor its contracted designees have contracts with insurance companies; therefore we will not waive the unpaid portion of the bill for any services rendered to them by the Department.

Section 5. Failure to Perform.

The City agrees to maintain response time reliability as outlined in Section 1(b). In the event that the City fails to maintain such reliability, a $2,500 fee will be assessed per month not meeting the minimum requirements.

Section 6. Termination of this Agreement.

(a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. The County reserves the right to terminate the contract with a 90 day notice in the event the City fails to (i) meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal or (ii) breach of contract or default authorizes the County to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting City.

(b) If the City or County determines it no longer wants to maintain this Agreement at the end of the Term or at the end of any Renewal Term, it shall notify the other party in writing not

less than one hundred eighty (180) days prior to the end date of the current Term, subject to Sections 5 and 6(c), the City agrees to continue to provide service to the end of the current Term and the County agrees to continue payments for all services rendered.

(c) Either party may terminate this Agreement without cause by giving not less than one hundred eighty (180) days' notice in writing to the other party. When such notice is provided, the City agrees to continue to provide service until the end of the Contract Year during which the one hundred eighty (180) day notice period ends. The County agrees to pay the full consideration due to the City through the end of the Contract Year during which the one hundred eighty (180) day notice period ends.

Section 7. Authorization. This Agreement has been duly authorized by the governing bodies of the City and the County.

Section 8. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 9. Amendments. This Agreement represents the complete understanding of the City and the County with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both the County and the City.

Section 10. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Section 11. Governmental Functions; Liability; No Waiver of Immunity or Defenses. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

(a) The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

(b) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

(c) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

(d) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.

(e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

(f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have entered into this Emergency Medical Services Interlocal Agreement, effective as of the date first above written.

CITY OF SCHERTZ, TEXAS

By _____
City Manager

GUADALUPE COUNTY, TEXAS

By _____
Guadalupe County Judge

By _____
Guadalupe County Commissioner Precinct 1

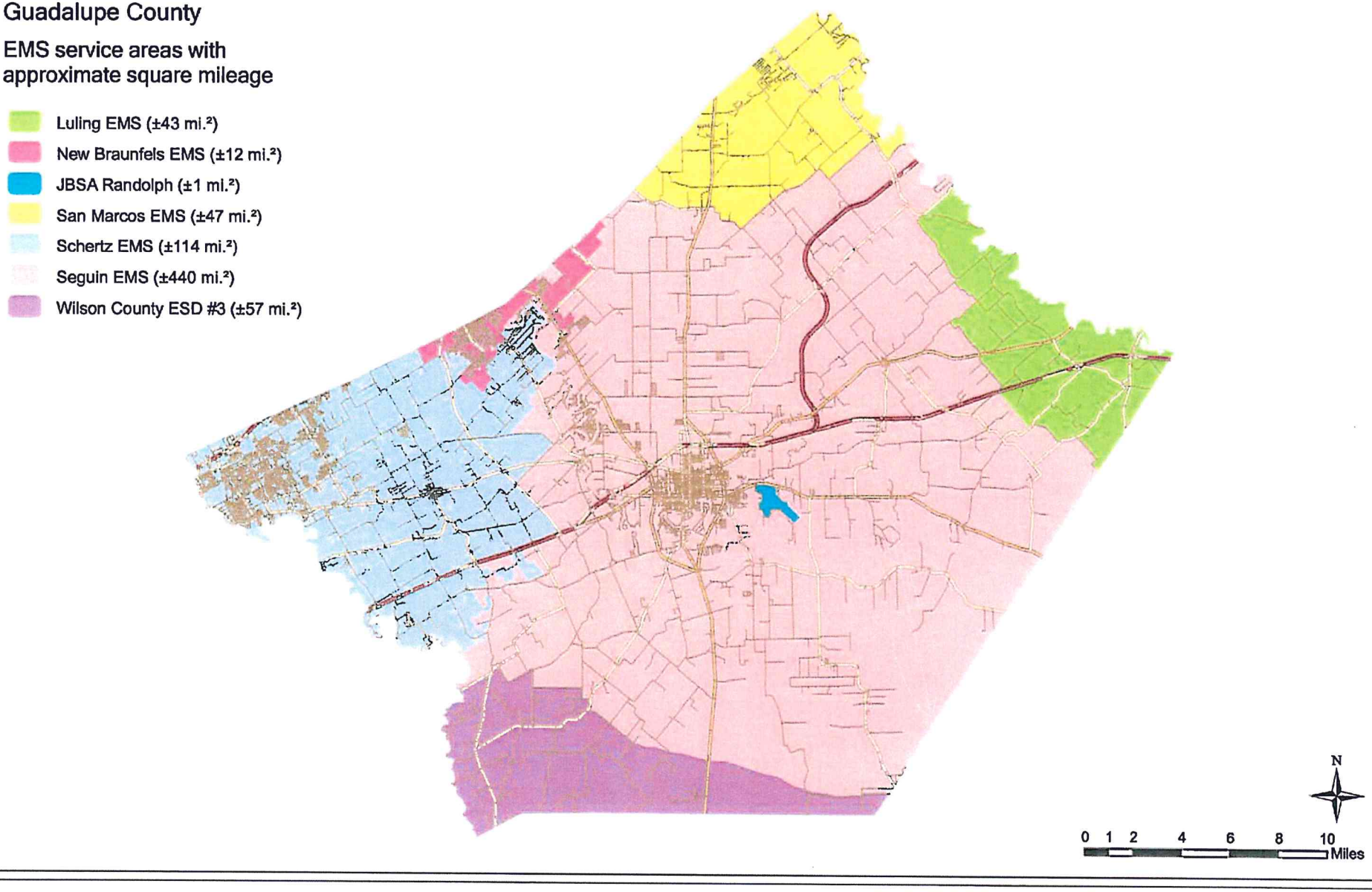
By _____
Guadalupe County Commissioner Precinct 2

By _____
Guadalupe County Commissioner Precinct 3

By _____
Guadalupe County Commissioner Precinct 4

Guadalupe County

EMS service areas with approximate square mileage



RESOLUTION NO. 20-R-77

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GUADALUPE COUNTY FOR AMBULANCE SERVICES, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz EMS provides ambulance services to the surrounding communities and emergency services districts; and

WHEREAS, the County desires to contract with the City for the provision of certain emergency medical services within the unincorporated area of the County in order to preserve and protect the health and safety of persons within the County; and

WHEREAS, the City and the County have determined to enter into this Agreement relating to the provision of certain emergency medical services within the unincorporated areas of the County and to set out the terms, rights, duties, and responsibilities of the City and the County with respect thereto; and

WHEREAS, the City and the County have determined that the provision of certain emergency medical services is a public purpose and within their statutory powers of government; and

WHEREAS, the City and the County are political subdivisions of the State of Texas and are authorized to execute this Agreement pursuant to the Texas Government Code Chapter 791.001, as amended; and

WHEREAS, City Staff recommends that City Council authorize the City Manager to enter into an agreement with Guadalupe County for ambulance services.

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 enter into an agreement with Guadalupe County for ambulance services as set forth in 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 28th day of July 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

INTERLOCAL AGREEMENT
FOR ALLOCATION OF EMERGENCY MEDICAL SERVICES
AND FOR MUTUAL AID

STATE OF TEXAS

COUNTY OF GUADALUPE

This Interlocal Agreement for Allocation of Emergency Medical Services and for Mutual Aid (this "Agreement"), is between the City of Schertz, Texas ("Schertz"), and the City of Luling, Texas ("Luling"), and shall be effective as of October 1, 2020, for the term stated below. Schertz and Luling shall hereafter collectively be referred to as "the Cities" or "the Parties."

WHEREAS, Schertz desires to provide emergency medical services to the unincorporated areas of Guadalupe County (the "County") and is entering into an Interlocal Agreement for Emergency Medical Services with the County to provide said services (the "County EMS Agreement") which is to be effective on the same effective date of this Agreement; and

WHEREAS, for purposes of facilitating the County EMS Agreement, Schertz desires to allocate between Schertz and Luling coverage area, fees, personnel, equipment and other obligations of the County EMS Agreement in exchange for mutual covenants and other consideration hereinafter provided;

NOW, THEREFORE, the cities, acting by and through their duly authorized officers, hereby covenant and agree as follows:

Section 1. Responsibilities of Luling.

(a) During the term of this Agreement, Luling agrees to furnish emergency medical services ("EMS") to the unincorporated areas of the County as described on the map attached hereto as Exhibit "A" ("Service Area").

(b) Luling shall respond to all calls for emergency medical assistance and emergency medical transport and advanced life support service with mobile intensive care unit capability (MICU) within the Service Area. Luling's MICU units will be staffed with a minimum of one paramedic (preferably with two paramedics) at all times.

(c) Luling agrees that during the term of the Agreement, they shall use any available EMS resource to respond to all requests for service on a next-available-ambulance basis regardless of call location within the Luling coverage area.

(d) Luling agrees to use every effort possible to maintain an average monthly response time of thirteen (13) minutes on responses not to include cancellations, transfers, standbys or un-safe scenes in which law enforcement must make the scene safe prior to entry. Response time shall be defined as the period of time starting when a Luling ambulance is

notified of an emergency response and ending when an ambulance arrives on location of the emergency.

(e) Schertz and the County shall arrange for all requests for assistance within the Service Area to be sent directly to Luling by 911-telephone transfer or by the County alerting Luling via agreed radio frequency. Such dispatch services shall be redundant and use mechanisms as provided by the Bexar Metro 911 District.

(f) Luling agrees to transport patients to their facilities of choice if their medical condition allows based on their policies and protocols. If the patient condition prevents this, the patient should be transported to the closest most appropriate facility.

(g) Luling agrees to maintain a Medical Director as required by the Texas Department of State Health Services (DSHS). Any change in Medical Director shall be reported in writing to Schertz within ten (10) business days.

(h) Luling will maintain Mutual Aid agreements with multiple agencies, including Schertz, to provide for appropriate responses during times of high call volume or multiple casualty incidents.

(i) Luling agrees to coordinate and respond with all Guadalupe County First Responders including Medical Direction, coordination of responses, and re-supplying of medical supplies used on emergency medical responses.

(j) Luling shall observe and comply with all applicable federal, state, county and local laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard emergency medical services practice.

(k) Luling agrees to maintain insurance on its equipment, vehicles, and personnel in the amounts required by the Texas Department of State Health Services for EMS Provider Licensing. Any changes in coverage will be reported in writing to Schertz within ten (10) days of such change becoming effective.

(l) Luling agrees to provide Schertz with Luling's run statistics for responses in the Service Area. These reports shall provide Schertz with the number of calls, location of calls, transports, response times, and type of call (medical/trauma) in the Service Area. These reports shall be sent to Schertz each month before the 5th day of the following month. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and other applicable laws shall not be made available to Schertz without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

(m) Luling agrees to indemnify Schertz to the extent allowed by law for all actions of Luling in connection with carrying out the responsibilities of Luling under this Agreement.

(n) It is expressly understood that in the performance of the obligations under this Agreement, each party is an independent contractor with the right to supervise, manage, control, and direct the provision of EMS calls to which it is responding.

Section 2. Responsibilities of Schertz.

(a) Schertz agrees to conduct, at a minimum, biannual meetings with all sub- contractors to discuss service level, customer service issues, and other issues as brought forward by the County Emergency Services Administrator. Any customer service issues brought to Schertz regarding service provided by Luling will be forwarded as soon as possible to Luling for investigation and resolution.

(b) Schertz agrees to coordinate with the Guadalupe County Emergency Management Office on the designation of recognized County first responders and to report any changes in this designation to Luling immediately.

(c) Schertz agrees to involve Luling as necessary on all EMS-related issues that occur in the Service Area covered by Luling. This would include issues such as ambulance standbys, injury prevention activities, and community education events.

(d) Schertz agrees to indemnify Luling to the extent allowed by law for all actions of Schertz in connection with carrying out the responsibilities of Schertz under this Agreement.

Section 3. Term and Renewal.

This Agreement shall be for a term commencing with the effective date of October 1, 2020. This Agreement shall remain in full force and effect for the full term of the County EMS Agreement ("Term") which is three (3) years, including any extensions thereof ("Renewal Term") provided that either Luling or Schertz may terminate this Agreement as set forth in Section 6 of this Agreement.

Section 4. Consideration.

(a) In consideration of Luling's provision of the Emergency Medical Services during the Initial Term, Schertz agrees to pay Luling $39,605.52 annually, payable in twelve (12) equal monthly installments within fifteen (15) days of each month for each year of the Initial Term.

(b) Schertz is in a fixed price contract with the County, and as such, during the Initial Term of this contract, there will be no provisions for the increase of fees from the County. If Schertz negotiates any extension of its agreement with the County and there is any increase or decrease of fees, Schertz shall negotiate with all sub-contractors to provide additional consideration as outlined by Schertz's agreement with the County.

(c) Schertz retains the right to negotiate with one or more sub-contractors for the provision of EMS to the County on an annual basis with respect to territory coverage, call volume and other considerations so that Schertz may facilitate the highest levels of EMS service being provided at all times throughout all areas of the County.

(d) Schertz agrees not to withhold monthly installments for any reason other than monthly reports not being received from Luling in a timely manner. Alleged failure to perform shall be addressed in accordance with this Agreement but shall not be reason to withhold payments.

(e) Schertz agrees that, in addition to the fee payable by Schertz to Luling pursuant to Section 4(a), Luling and its contracted designees will make every attempt to bill and collect from the patient's insurance company. In no event shall Schertz or the County be responsible for payment of such patient charges.

Section 5. Failure to Perform.

(a) Luling agrees to maintain response time reliability as outlined in Section 1(d). In the event that Luling fails to maintain response time reliability as outlined in Section 1(d), Luling will report this fact to Schertz and a meeting will be called to discuss the circumstances that led to this failure to perform.

(b) Schertz may, at its discretion, place Luling on a ninety (90) day remediation period. During this time, Luling will provide reports as to the steps it is taking to correct the poor performance and the current response time reliability.

(c) Luling agrees to make every effort possible to fulfill their responsibilities in assisting Schertz in maintaining compliance with the County's expectations as outlined by this Agreement. If Luling's performance or lack thereof could harm the overall viability of Schertz's agreement with the County, Schertz may, after a 90-day notice, terminate this agreement with Luling. All monies owed for the service provided until the actual date of termination will be paid to Luling.

Section 6. Termination of this Agreement.

(a) This Agreement shall remain in effect until Agreement expires, completion and acceptance of services or default. Schertz reserves the right to terminate the contract with a 90 day written notice. Either party may terminate this Agreement without cause by giving not less than one hundred twenty (120) days' notice in writing to the other party. When such notice is provided, Luling agrees to continue to provide service until the one hundred twenty (120) day notice period ends. Schertz agrees to pay the full consideration due to Luling through the one hundred twenty (120) day notice period.

Section 7. Mutual Aid.

(a) Luling and Schertz expressly acknowledge and agree that, in certain instances, the other party may not be able to respond to an EMS call within its allocated service area. In such instances, the parties agree to provide each other with mutual aid and to dispatch equipment and/or personnel in accordance with and subject to the terms and conditions hereinafter set forth.

(b) The Parties agree to provide EMS to each other upon a request for assistance from the EMS Director, Fire Chief, Battalion Chief, City Manager, Assistant City Manager or other authorized individual as designated in writing by the respective City.

(c) Although each party will endeavor to respond to all requests for assistance, nothing herein shall be construed as imposing any absolute duty or obligation upon any party to respond to any particular request for services. The provision of EMS to each party's own area of responsibility shall always remain the primary function of that party's department.

(d) The responding party shall report with its equipment and/or personnel to the location requested by the dispatcher and shall remain there to render the assistance required. Should the responding party be dispatched to a location at which the requesting party has already arrived, the responding party agrees to work under the authority of the requesting party upon arrival at the scene.

(e) In the event one party cannot or is unable to respond to a request for assistance, that party shall immediately notify the party requesting such assistance.

(f) All claims for workers compensation or other benefits arising out of the performance of this Agreement shall be the sole responsibility of the party which is the general employer or supervisor of the person filing such claim.

(g) At no time shall the employees of a responding party be considered borrowed servants or on loan to the requesting party.

Section 8. Authorization. This Agreement has been duly authorized by the governing bodies of Luling and Schertz.

Section 9. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 10. Amendments. This Agreement represents the complete understanding of Luling and Schertz with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both parties.

Section 11. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Section 12. Governmental Functions; Liability; No Waiver of Immunity or Defenses. Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

(a) The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

(b) The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

(c) Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

(d) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by its respective employees, agents, representatives, or assigns, in connection therewith.

(e) Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

(f) Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have entered into this Emergency Medical Services Interlocal Agreement, effective as of the date first above written.

CITY OF SCHERTZ, TEXAS

By _____
City Manager

CITY OF LULING, TEXAS

By _____
City Manager

RESOLUTION NO. 20-R-97

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO INTERLOCAL AGREEMENTS FOR ALLOCATION OF EMERGENCY MEDICAL SERVICES AND FOR MUTUAL AID AGREEMENTS AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Schertz desires to provide emergency medical services to the unincorporated areas of Guadalupe County (the "County") and is entering into an Interlocal Agreement for Emergency Medical Services with the County to provide said services (the "County EMS Agreement") which is to be effective on the same effective date of this Agreement; and

WHEREAS, for purposes of facilitating the County EMS Agreement, Schertz desires to allocate between Schertz, Seguin, Luling, San Marcos/Hays County EMS, and Wilson County ESD #3 the coverage area, fees, personnel, equipment and other obligations of the County EMS Agreement in exchange for mutual covenants and other consideration hereinafter provided; and

WHEREAS, City Staff recommends that City Council authorizes the City Manager to enter into an interlocal agreement with the City of Seguin, the City of Luling, San Marcos/Hays County EMS and Wilson County ESD #3 for allocation of emergency medical services and for mutual aid;

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 enter into an interlocal agreement with the City of Seguin for emergency medical services and for mutual aid as set forth in Exhibit A.

Section 2. The City Council hereby authorizes the City Manager to enter into an interlocal agreement with the City of Luling for emergency medical services and for mutual aid as set forth in Exhibit B.

Section 3. The City Council hereby authorizes the City Manager to enter into an interlocal agreement with San Marcos/Hays County EMS for emergency medical services and for mutual aid as set forth in Exhibit C.

Section 4. The City Council hereby authorizes the City Manager to enter into an interlocal agreement with Wilson County ESD #3 for emergency medical services and for mutual aid as set forth in Exhibit D.

Section 5. 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 6. 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 7. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 8. 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 9. 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 10. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 1st day of September 2020.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Brenda Dennis, City Secretary

Guadalupe County

EMS service areas with approximate square mileage

- Luling EMS (±43 mi.²)
- New Braunfels EMS (±12 mi.²)
- JBSA Randolph (±1 mi.²)
- San Marcos EMS (±47 mi.²)
- Schertz EMS (±114 mi.²)
- Seguin EMS (±440 mi.²)
- Wilson County ESD #3 (±57 mi.²)

N

0 1 2 4 6 8 10 Miles

Agenda No. 3.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Facility & Fleet**
Subject:	**Resolution 24-R-147 - Authorizing an agreement with Way Mechanical for on-call HVAC services. (B.James/D.Hardin/C.Lonsberry)**

BACKGROUND

The City is in need of on-call HVAC services to provide services beyond what staff is able to perform due to limited resources.

The City issued a solicitation for proposal (RFP) from qualified firms with demonstrated competence and experience in commercial HVAC services. Two (2) proposals were received in response to the solicitation. Proposals were reviewed by key City stakeholders and scored based on criteria including cost, proposer's experience, qualifications, reputation, quality of proposed services and responsiveness of the proposal. The City recommends awarding the contract to Way Mechanical, the highest ranked firm.

GOAL

To obtain authorization from City Council to enter a contract with Way Mechanical to perform emergency on-call and quoted HVAC work.

COMMUNITY BENEFIT

City buildings can be serviced at any time or day with minimal downtime to city buildings, which would directly impact citizens.

SUMMARY OF RECOMMENDED ACTION

City staff recommends approving an on-call HVAC contract with Way Mechanical.

FISCAL IMPACT

Funds are available and approved through the FY 24-25 base budget.

RECOMMENDATION

Approval of Resolution 24-R-147.

Attachments

Resolution 24-R-147 with attachments

2024-021 HVAC on-call bid tab

RESOLUTION NO. 24-R-147

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH WAY MECHANICAL FOR ON-CALL HVAC SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the "City") requires on-call HVAC contractors for emergencies and quoted work due to an increase in demand and work specifications; and

WHEREAS, the City solicited proposals from qualified vendors for on-call HVAC services; and

WHEREAS, City staff recommends entering into a contract with the highest ranked vendor, Way Mechanical, for on-call HVAC services; and

WHEREAS, the City of Schertz will fund the on-call HVAC services provided by Way Mechanical through the approved 2024-2025 annual budget.

NOW 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 execute and deliver the contract with Way Mechanical for on-call HVAC services attached hereto as 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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

On-Call Services Agreement with Way Mechanical

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

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

Section 1. Duration
This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through October 31, 2027 with the option to renew for two additional terms of one year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

(1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

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

(A) Contract Times: Days

This section intentionally left blank

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. The 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 damage sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission,

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

(E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

(G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company,

or affiliate of those entities or business associations that exists to make a profit.

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

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies 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.

(I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The 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).

(K) **INTERLOCAL PARTICIPATION**

The City may enter Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

Section 7. Termination

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

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

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Order of Precedence. In the event of a conflict between the terms and conditions included in the body of this Agreement and the terms and conditions included in any of the incorporated documents, the order of precedence shall be: (a)Agreement; (b) the attachments and/or exhibits to Agreement, (c)Contractor's Response to RFP, and (d) Purchase Order(s).

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Contractor states 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 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:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: **Tony Lewis**
Title: City Manager	Title: **Account Manager**

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	**Way Mechanical** Attn: Tony Lewis 1077 Central Pkwy S. San Antonio, TX 78232

Exhibit "A"

SCOPE OF WORK

Project Scope

Respondent shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, reports, incidentals, and quality control necessary to provide HVAC services on an "as-needed basis". HVAC services shall include, but are not limited to, the following:

- assess, repair, and / or replace various sizes and types of HVAC equipment
- trouble-shoot malfunctioning HVAC equipment and related components, and perform necessary repairs or replacements
- repair or replace thermostat(s), HVAC controls (DDC)
- clear clogged air conditioning drains or condensation lines
- repair or replace air conditioning compressors
- troubleshoot, repair or replace exhaust fans and ventilators
- replacing filters, belts, pulleys, etc. as necessary
- perform thorough cleaning of coils (cooling / re-heat)
- lubricate bearings as necessary
- adjust air flow and temperature levels periodically
- troubleshoot and repair malfunctioning boilers and related system components
- requesting and receiving all permits required to perform work as required

Work Requirements

Specific work requirements will be identified in each individual project as they are deemed necessary and approved by the City.

Minimum Proposer's Qualifications

The City has established the following minimum qualifications for on-call HVAC contractors. Respondents who do not meet the minimum qualifications defined in this section will not be considered for award.

- Respondent and all other persons designated by Respondent to provide said services required by this RFP must have the requisite training, licenses and/or certifications. Respondent must have a valid HVAC type "A" Air Conditioning and Refrigeration Contractor License issued by the Texas Department of License and Regulation. Respondent must also have the Universal Certification required by the Environmental Protection Agency (EPA) for Refrigerant Transition and Recovery. Respondent must have had these licenses and certifications for a minimum of five (5) years, and maintain them throughout the term of the contract
- Respondent shall have a minimum of one (1) Class "A" Air Conditioning & Refrigeration Technician registered by the State of Texas Department of Licensing and Regulation (TDLR) Apprentices/helpers shall be accompanied by Technicians registered by the State of Texas Department of Licensing and Regulation

(TDLR) on all refrigeration related work. Non-licensed apprentice/helper may change filters without Air Conditioning & Refrigeration Technicians

- Respondent(s) and any such other persons must meet all competence standards promulgated by authoritative bodies and regulatory agencies, such as Texas Commission of Licensing and Regulation and the Texas Department of Licensing and Regulation, and the EPA, as applicable to the services provided herein.
- Respondent must have a minimum of five (5) years continuous experience in commercial HVAC repair and maintenance of facilities, comparable in size, type, scope, and complexity to the City.

Response Time

The city requires the following response times for services.

- Emergency – 2 hours
- Non-Emergency – 24 hours

Approach Plan

Vendor will prepare and submit the following items as part of the approach plan for providing on-call services.

- Staffing Plan – Describe Respondent's Staffing Plan on providing trade services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced qualified local service employees to perform work. Include work hours and number of employees scheduled during the work hours, and problem resolution with staff scheduling.
- On-Call Management Plan – Describe Plan to include:
- Process for receiving and responding to City requests to include both emergency and non-emergency notifications. Also include plan for providing "priority" trade repair service to City, as well as plan to successfully meet response times for emergency and non-emergency calls.
- Provide respondent's procedure for notifying City regarding project delays.
- Describe proposed procedures for processing change orders.
- Safety Plan – Describe Respondent's safety plan. Said plan must address all aspects of the respondent's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City and inspectors.
- Quality Assurance/Quality Control (QA/QC) Plan – Describe respondent's QA/QC plan to include procedures and personnel utilized for quality control, problem resolution, and control of subcontractors' performance, if any.
- Communication Plan – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff.
- Additional Information – Provide any additional plans and/or relevant information about respondent's approach to providing the required services.

Pricing for Services

The vendor has submitted the following pricing rates for services:

Description	Unit	Rate
Journeyman Regular Service	Per Hour	$110
Journeyman Afterhours/Emergency	Per Hour	$165
Apprentice Regular Service	Per Hour	$110
Apprentice Afterhours/Emergency	Per Hour	$165
Material Cost + Markup %	% of Markup	$XXX?

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

Client#: 2018373 MCCOSHEET

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2024

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

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

PRODUCER	CONTACT NAME: Mason Malone
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: mason.malone@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Way Mechanical, LLC 8610 Wallisville Rd Houston, TX 77029	INSURER A : Liberty Insurance Underwriters, Inc.	19917
	INSURER B : Great American Insurance Company	16691
	INSURER C : Allied World National Assurance Company	10690
	INSURER D : Starstone Specialty Ins. Co.	44776
	INSURER E : Arch Specialty Insurance Company	21199
	INSURER F : AXIS Surplus Insurance Company	26620

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:250,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	TB5651294694024	08/01/2024	08/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $300,000 $5,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS5651294694034	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
F		Y	Y	P00100376958701	08/01/2024	08/01/2025	Auto Excess	$3M XS 2M
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	Y	Y	TUUF22738300	08/01/2024	08/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA765D294694014	08/01/2024	08/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Excess Liability	Y	Y	03139349	08/01/2024	08/01/2025	5M XS 5M	
D	Excess Liability	Y	Y	CSX00163166P00	08/01/2024	08/01/2025	5M XS 10M	
E	Professional/Poll			CPP007052300	08/01/2024	08/01/2025	3,000,000 Agg/Occ	

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

Certificate Holder is included as Additional Insured (except as respects coverage afforded by the Workers Compensation) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non- Contributory as required by written contract. No policy will permit carrier cancellation without thirty (30) days prior written notice to the Certificate Holder.

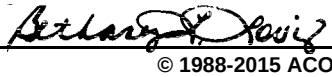
CERTIFICATE HOLDER

City of Schertz
Attn: Purchasing Dept
1400 Schertz Parkway
Schertz, TX 78154

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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MGPZP

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1232585

Date Filed:
10/29/2024

Date Acknowledged:
10/30/2024

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

SCG Mechanical DBA Way Mechanical
San Antonio, TX United States

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

City Of Schertz

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

#2024-021
On Call HVAC Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is OLLY SUMMERLS, and my date of birth is 8/27/88.

My address is 10307 LIGHTHOUSE LN (street), MISSOURI CITY (city), TX (state), 77459 (zip code), USA (country).

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

Executed in HARRIS County, State of TX, on the 29 day of OCT (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Scoring Summary

Active Submissions

	Total	Proposer's Qualifications, Abilities, and Reputation	Quality of Proposed Services/System	Responsiveness of Proposal	Cost
Supplier	**/ 100 pts**	**/ 30 pts**	**/ 30 pts**	**/ 10 pts**	**/ 30 pts**
Way Mechanical	81.37 pts	24 pts	22 pts	7.333 pts	28.04 pts
Climate Solutions	64 pts	14 pts	14 pts	6 pts	30 pts

Agenda No. 4.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Facility & Fleet**
Subject:	**Resolution 24-R-151 - Authorizing an increase in the previously approved expenditure amount with Hill Country Outdoor Power as part of the 2024-2025 Vehicle/Equipment Replacement/Acquisition program. (B.James/D.Hardin/C.Hernandez)**

BACKGROUND

On October 15, 2024, City Council approved purchases with multiple vendors as part of the FY24-25 Vehicle/Equipment Replacement/Acquisition Program via Resolution 24-R-101. Resolution 24-R-101 authorized up to $25,000.00 to be spent with Hill Country Outdoor for two deck mowers. That amount listed in the resolution failed to include the cost of additional accessories, which cost an additional $3,500.00. As such, staff is seeking to increase the amount that can be spent with Hill Country Outdoor, up to a total of $28,500.00.

GOAL

To authorize the City Manager to approve the additional cost for the two lawnmowers and accessories.

COMMUNITY BENEFIT

Having a current and operational fleet will provide all departments with the necessary vehicles and equipment to perform their assigned duties within the City of Schertz and reduce the maintenance cost of an aging fleet.

SUMMARY OF RECOMMENDED ACTION

Approval of this resolution will allow the purchase of the lawnmowers with additional accessories listed in the vehicle/equipment replacement/acquisition program from the vendor listed in the resolution.

FISCAL IMPACT

The amount of the increase is $3,500.00 bringing the total amount for the two mowers and accessories to $28,500.00. The funds are available as part of the approved FY 2024-2025 Budget.

RECOMMENDATION

Approval of Resolution 24-R-151.

Attachments

Resolution 24-R-151

RESOLUTION NO. 24-R-151

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INCREASE IN THE PREVIOUSLY APPROVED EXPENDITURE AMOUNT WITH HILL COUNTRY OUTDOOR POWER AS PART OF THE FY 24-25 VEHICLE/EQUIPMENT REPLACEMENT/ACQUISITION PROGRAM AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Schertz Fleet Department has a need to purchase equipment as part of the Vehicle/Equipment Replacement/Acquisition Program; and

WHEREAS, on October 15, 2024 City Council authorized the purchase of two mowers with Hill Country Outdoor for an amount not to exceed $25,000.00; and

WHEREAS, City Staff subsequently realized that the approved $25,000.00 maximum did not include some additional accessories that cost $3,500.00; and

WHEREAS, purchases under the cooperative programs meet the requirements under Subchapter C, Chapter 791.025 of the Texas Government Code, which states that a local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services; and

WHEREAS, the bids sought did include the accessories for the mowers; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the City Manager to issue a Purchase Order for up to $28,500.00 with Hill Country Outdooor Power.

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

Section 1. The City Council hereby authorizes expenditures of up to $28,500.00 with Hill Country Outdoor Power.

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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Agenda No. 5.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Facility & Fleet**
Subject:	**Resolution 24-R-148 - Authorizing an agreement with Advantage USAA, Inc. for on-call roofing services. (B.James/D.Hardin/C.Lonsberry)**

BACKGROUND

The City is in need of on-call roofing services to provide services beyond what staff is able to perform due to limited resources.

The City issued a solicitation for proposal (RFP) from qualified firms with demonstrated competence and experience in commercial roofing services. Two (2) proposals were received in response to the solicitation. Proposals were reviewed by key City stakeholders and scored based on criteria including cost, proposer's experience, qualifications, reputation, quality of proposed services and responsiveness of the proposal. The City recommends awarding the contract to Advantage USAA, Inc., the highest ranked firm.

GOAL

To obtain authorization from City Council to enter a contract with Advantage USAA, Inc. to perform emergency on-call and quoted roofing work.

COMMUNITY BENEFIT

City buildings can be serviced at any time or day with minimal downtime to city buildings, which would directly impact citizens.

SUMMARY OF RECOMMENDED ACTION

City staff recommends approving an on-call roofing contract with Advantage USAA, Inc.

FISCAL IMPACT

Funds are available and approved through the FY 24-25 base budget.

RECOMMENDATION

Approval of Resolution 24-R-148.

Attachments

2024-023 Bid Tab Sheet

Resolution 24-R-148 with attachments

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Scoring Summary

Active Submissions

	Total	Proposer's Qualifications, Abilities, and Reputation	Quality of Proposed Services	Responsiveness of Proposal	Cost
Supplier	**/ 100 pts**	**/ 30 pts**	**/ 30 pts**	**/ 10 pts**	**/ 30 pts**
ADVANTAGE USAA INC	81.42 pts	24 pts	24 pts	8 pts	25.42 pts
Covarei	66 pts	14 pts	16 pts	6 pts	30 pts

ADVANTAGE USAA INC.

13350 Rebecca Creek Rd.
Spring Branch, TX 78070
Ph: 830-885-2950
Fx: 830-885-2961

The City of Schertz, Texas
1400 Schertz Parkway
Schertz, Texas 78154

The City of Schertz, Texas

On-Call Roofing Services
RFP # 2024-023

Due Thursday, September 12, 2024
Time: 3:00 PM

Sealed Bid Enclosed

ADVANTAGE USAA INC.

13350 Rebecca Creek Rd.
Spring Branch, TX 78070
Ph: 830-885-2950
Fx: 830-885-2961

The City of Schertz, Texas
1400 Schertz Parkway
Schertz, Texas 78154

Section 5

5.2 Project Scope

Advantage USAA, Inc. has an overall understanding of the project, the scope of work, as defined in Section 5. Advantage is certified with many manufacturers in different roofing systems. Advantage implements the experience from the 100+ roofs that have been worked on in its 24 years of business. Our employees have completed several training sessions and certifications to provide exceptional service.

5.4 Minimum Proposers Qualifications

Please see attached AIA 305

5.5 Response Time

Advantage USAA, Inc, acknowledges and accepts the city requirements for response times for services

5.6.1 Staffing Plan

Project Manager: Carlos De Leon; Project Involvement: 70%

Mr. De Leon responsibilities is to plan and supervise a wide range of roofing projects from start to finish. Organization and oversee construction procedures and ensure they are completed in a timely and efficient manner while maintaining quality control. He is highly experienced in all roofing construction methodologies and procedures and can coordinate a team of professionals of different disciplines to achieve the best results and reach goals while mitigating costs. Carlos collaborates with architects, engineers, etc. to determine the specifications of the project, negotiate contracts with external vendors to reach profitable agreements, plan all construction operations and schedule intermediated phases to ensure deadlines will be met, acquire equipment and material, evaluate progress, and prepare detailed reports.

Superintendent: Marco Escobedo; Project Involvement 100%

Mr. Escobedo responsibilities is to coordinate and manage all on-site activities, as well as work with project teams including the project manager (Mr. De Leon) and other office departments, to deliver successful roof replacements or roof repairs on time and on budget with the desired level of quality. He will also ensure all required materials, equipment, and inspections occur to support the project schedule. Ensure

ADVANTAGE USAA INC.

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site safety and the overall jobsite is safe for workers and visitors. Understand, review, and manage project plans, specifications.

Safety Officer: Oscar Zamora
Alternate Project Manager: Aaron Escobedo
Alternate Superintendent: David Naylor

5.6.2 On- Call Management Plan

- Ensure quick response to emergencies such as leaks, structural failures, or safety hazards
- Minimize downtime and project delays.
- Maintain communication with clients and stakeholders.
- Define what situations require an on-call response (e.g., emergencies, urgent repairs).
- Specify which teams or personnel are part of the on-call roster
- Identify qualified personnel who are capable of handling emergencies.
- Create a rotation schedule for on-call shifts, ensuring fair distribution of responsibilities.
- Provide training on emergency procedures and safety protocols
- Designate a communication method for reporting issues (i.e., phone, email, text).
- Ensure all team members have access to contact information for on-call personnel.
- Establish a protocol for informing clients about emergency status and expected response time
- Develop a step-by-step procedure for responding to emergencies. This includes:
- Assessing the situation.
- Prioritizing tasks based on urgency and safety risks.
- Deploying appropriate personnel and resources.
- Document all actions taken for accountability and future reference
- Create a system for notifying clients about on-call services and response times.
- Offer a hotline or dedicated contact for clients to reach out during emergencies.
- Implement a reporting system for all on-call activities, including incidents handled, response times, and outcomes.
- Use this information to assess performance and improve future responses
- Identify. The need for a change order due to factors such as client requests, site conditions, design changes or unforeseen circumstances.
- Determine the cause and extent of the delay.
- Document specific reasons for the delay.
- Contact the owner promptly as soon as the delay is confirmed

5.6.3 Safety Plan

- Advantage implements a strong safety performance metrics, including incident rates and compliance with safety regulations. This includes looking for certifications, ongoing training programs. We comply with local, state, and federal safety regulations. Verifying compliance history is an essential part of the safety plan. We review the plan for safety on the job site to help ensure they approach safety systematically and are prepared for the specific risks of the project. We schedule daily Safety Briefings to inquire into their practices regarding daily safety briefings, risk assessments, and safety meetings can further demonstrate their commitment to safety.
- As per OSHA compliance, our employees have various OSHA training and certifications.

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5.6.4 Quality Assurance/Quality Control

- Advantage ensures quality control during roofing construction, by following several methods of the quality control program
- Create a comprehensive Quality Control Plan (QCP) at the project's outset, outlining quality objectives, procedures, standards, and responsibilities.
- Pre-Construction Activities Require contractors to submit samples, data sheets, and certifications for all materials prior to use.
- Review and approve these submissions to ensure compliance with project specifications.
- Implement a thorough process to inspect all roofing materials before installation to ensure they meet specifications and standards.
- Develop a set of installation standards and best practices for the roofing team to follow, including proper techniques for laying materials, fastening, and sealing.
- Schedule regular inspections at different stages of the roofing process to identify and address any issues or deviations from the standards.
- Maintain detailed records of material specifications, installation procedures, inspections, and any corrective actions taken.
- By implementing this quality control program, the construction project can ensure that quality standards are maintained throughout the process resulting in a final product that meets or exceeds client expectations and regulatory requirements.

5.6.5 Communication Plan

A Communication Plan is vital for ensuring that all stakeholders are informed and engaged throughout the project lifecycle, promoting efficiency, transparency, and safety.

- Ensure timely and accurate communication among all stakeholders.
- Facilitate collaboration and information sharing.
- Promote safety awareness and compliance with regulations.
- Keep all parties informed of project progress, changes, and issues.
- Identify key stakeholders involved in the project
- Regular project meetings (weekly, bi-weekly) for progress updates and planning.
- Daily or weekly reports on job site activities, safety incidents, or weather impacts.
- Establish how often different types of communication will occur:
- Daily check-ins for field teams.
- Weekly progress meetings
- Monthly updates for clients
- -Project timelines and milestones.
- Changes in project scope or schedules.
- Safety concerns and incidents.
- Financial updates, including budget changes.
- Weather impacts on construction schedules.
- Develop a protocol for communication in the event of a crisis, such as:
- Serious accidents or safety violations.
- Major weather events impacting the project.
- Unforeseen delays or issues.

SECTION 6

EXECUTION OF OFFER

Proposal of: Advantage USAA, Inc.
(Proposer Company Name)

To: **The City of Schertz**

RFP Title: **On-Call Roofing Services**

RFP#: **2024-023**

This Proposal shall remain in effect for the Proposal Validity Period (ref Section 3.3) and shall be exclusive of federal excise and state and local sales tax (exempt).

The person signing this Response on behalf of the Offeror represents to Owner that:

(1) The information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and

(2) He/she has full authority to execute this Response on behalf of Offerors.

(3) Offeror has received the Addenda to this RFP, specifically, Addenda numbered #1.

Executed this 12th day of September, 2024.

Advantage USAA, Inc. Entity Name	Lynda Escobedo Signature
13350 Rebecca Creek Rd. Street & Mailing Address	Lynda Escobedo Print Name of Signatory
Spring Branch, Texas 78070 City, State, and Zip	Vice President Title of Signatory
830-885-2950 Telephone Number	830-885-2961 Fax Number
lynda@advantageusaa.com Email Address	830-885-2950 Mobile Number

ADVANTAGE USAA INC.

13350 Rebecca Creek Rd.
Spring Branch, TX 78070
Ph: 830-885-2950
Fx: 830-885-2961

The City of Schertz, Texas
1400 Schertz Parkway
Schertz, Texas 78154

Section 7
Proposer's Statement of Qualification

7.1 Proposer Profile

7.1 Number of years in Business: 24 years
State of Incorporation: Texas
Number of Employees: 15
Annual Revenues Volume: $11,000.00
Name of Parent Corporation, If any: N/A

7.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by the City. YES

7.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer. Please see attached EMR

7.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, the Proposer will explain the expected impact, both in organizational and directional terms. NO

7.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with City (if any) None

7.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, the Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution. None

7.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope like those require by City's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provide by proposer. Please see attached references

ADVANTAGE USAA INC.

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7.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between the Proposer and any employee of the City? If yes, the Proposer will explain. None

7.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to the City from doing business with Proposer. The proposer will briefly describe its approach for each of the required services identified in **Section 5,** Scope of Work of this RFP.

Our service support philosophy emphasizes on responsiveness and owner satisfaction.
Advantage prioritizes the needs of the customer by promptly acknowledging the service request and thoroughly evaluating the project objective. Communication with the client is maintained throughout the project and is consistently updated.

- Roofing (all types)
  - Comprehensive Assessment
  - Customized Solutions
  - Quality Materials
  - Skilled Installation
  - Safety First

7.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement. 10 days after executing of the agreement

7.2.3 Proposer will submit a work plan with key dates and milestones.
Here is a detailed outline of our plan including the program/process for managing subcontractors and material providers:

- Define project objectives, scope, budget, and schedule.
- Conduct site assessments, feasibility studies, and environmental impact assessments.
- Develop a risk management plan and safety program.
- Procure necessary permits, licenses, and approvals.
- Identify and pre-qualify potential subcontractors and material providers.
- Develop a detailed project schedule, including key milestones, deliverables, and deadlines.
- Create a budget that accounts for all project costs and resources such as labor, overhead costs, materials and equipment.
- Establish quality control and assurance procedures.
- Define roles and responsibilities for the project team, subcontractors, and material providers.
- Conduct subcontractor and material provider selection based on qualifications, pricing, and availability.

7.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. The proposer will include samples of reports and documents if appropriate.

ADVANTAGE USAA INC.

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- Initial assessment report detailing the findings from the initial roof inspection, including the condition of the existing roof, identified issues (like leaks or damage), and recommendations for re-roofing or repairs, provided once at the beginning of the project.
- A detailed proposal outlining the scope of work, materials to be used, timelines, and cost estimates for the re-roofing project. This document serves as a formal agreement between the contractor and the client. Provided once during the bidding/contract phase
- Regular updates throughout the roofing project, highlighting completed milestones, upcoming tasks, and any changes to the original timeline or scope of work. Weekly or bi-weekly, depending on the project duration and client preference
- Safety Reports outlining safety measures taken, including compliance with safety regulations, incident logs, and risk assessments. This ensures a safe working environment for the crew and clients. Weekly or as needed, particularly following any incidents or safety check-ins
- Reports detailing the quality checks conducted during installation, including inspections of materials used, workmanship standards, and adherence to building codes and manufacturer warranties. At key project phases (e.g., after significant milestones, such as roof decking completion, waterproofing application.)
- Written proof of warranties for both labor and materials, detailing coverage, duration, and procedures for making warranty claims. Provided at project completion

SECTION 8

COST PROPOSAL

Proposal of: Advantage USAA, Inc
(Proposer Company Name)

To: **The City of Schertz**

RFP Title: **On-Call Roofing Services**

RFP#: **2024-023**

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

8.1 Pricing for Services

The proposer should list the total fees for the entire scope of the Services. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

The City will not recognize or accept any charges or fees to perform the Services that are not specifically stated in this Cost Proposal

In this Cost Proposal, Proposer should describe each significant phase in the process of providing the Services to The City, and the period within which Proposer proposes to be able to complete each such phase.

Description	Unit	Rate
Regular Service	**Per Hour**	$125.00
Afterhours/Emergency Service	**Per Hour**	$250.00
Material Cost + Markup %	**% of Markup**	10%

8.2 Miscellaneous

The proposer shall describe in detail any fees or other cost not previously listed in section 8.1 as well as the method of calculating those fees.

8.3 Payment Terms

City's standard payment terms for services are "Net 30 days." Should the contractor desire an exception to those terms, Contractor shall define the requested terms to included, but not limited to, milestone pricing, etc.

REFERENCE FORM

Company Name: Mesquite Independent School District	
Contact Person: Darci Hooten	Title: Director of Purchasing
Address 3819 Towne Crossing Blvd	City, State, Zip Mesquite, TX 75150
Telephone: 972-882-5544	Email: dhooten@mesquiteisd.org
Project Manager: Carlos De Leon	Superintendent: David Naylor
Description: Hyload Roof System	Final Cost: $1,852,000.00
Project Size: 119,700 sqft.	Type of Construction: Roof Replacement
Notice to Proceed: 12/19/2022 **Substantial Completion:** 09/22/2023	Project Architect: Armko (972) 874-1388

Company Name: Round Rock Independent School District	
Contact Person: Pierre Archaud	Title: Senior Project Manager
Address 1311 Round Rock Ave	City, State, Zip Round Rock, Texas 78681
Telephone: 205-796-8797	Email: pierre_archaudhpm@roundrockisd.org
Project Manager: Carlos De Leon	Superintendent: Aaron Escobedo
Description: Elevate Modified Roof System	Final Cost: $1,744,152.08
Project Size: 95,000 sqft.	Type of Construction: Roof Replacement
Notice to Proceed: 12/16/2023 **Substantial Completion:** 10/20/2023	Project Architect: Perkins And Will (512) 997-5260

Company Name: North East Independent School District	
Contact Person: Mr. Ismael Flores	Title: Senior Director
Address 8961 Tesoro Drive	City, State, Zip San Antonio, Texas 78751
Telephone: 210-356-9362	Email: iflore@neisd.net
Project Manager: Carlos De Leon	Superintendent: Aaron Escobedo
Description: Modified Bituminous Roof System	Final Cost: $1,391,050.00
Project Size: 70,000 sqft.	Type of Construction: Roof Replacement
Notice to Proceed: 04/19/2017 **Substantial Completion:** 03/28/2018	Project Architect: Wiss, Janney, Elstner Associates (210) 826-4200

Company Name: Winkler County	
Contact Person: Lorenzo Serrano	Title: Administrator
Address 821 Jeffee Dr	City, State, Zip Kermit, TX 79745
Telephone: 432-586-8299	Email: lserrano@wcmh.net
Project Manager: Carlos De Leon	Superintendent: Aaron Escobedo
Description: TPO Roof Membrane	Final Cost: $638,800.00
Project Size: 36,995 sqft.	Type of Construction: Roof Replacement
Notice to Proceed: 03/01/2023 **Substantial Completion:** 06/15/2023	Project Architect: C.I (210) 464-7119

Company Name: San Felipe Del Rio CISD	
Contact Person: Hector Chapa	Title: Construction Manager
Address P.O. Box 428002	City, State, Zip Del Rio, Texas 78842
Telephone: 830-778-4101	Email: hector.chapa@sfdr-cisd.org
Project Manager: Carlos De Leon	Superintendent: Aaron Escobedo
Description: Bitumen, Metal, Shingle, Clay	Final Cost: $1,104,290.00
Project Size: 153,600 sqft.	Type of Construction: Roof Overlay
Notice to Proceed: 4/16/2021 **Substantial Completion:** 12/12/2022	Project Architect:

ADVANTAGE USAA INC.

13350 Rebecca Creek Rd.
Spring Branch, TX 78070
Ph: 830-885-2950
Fx: 830-885-2961

Past Performance References Letters

SPM ARCHITECTS
718 W 15th AVE AMARILLO, TX 79101
p 806.374.2341 f 806.372.5038

19 October 2010

Re: Advantage USAA Inc.

To Whom It May Concern:

It is with high regard that I recommend Advantage USAA Inc. to you.

Advantage USAA Inc. recently completed a $230,000.00 tear off and re-roof of an existing occupied building for West Texas A&M University in Canyon, Texas. As the project Architect, I found Advantage USAA Inc. to be very knowledgeable, conscientious and honest in their approach to and execution of the roofing contract with the University. They completed the work in a timely manner with good workmanship, and were a pleasure to work with.

I look forward to the possibility of working with Advantage USAA Inc. on future roofing projects.

Very truly yours,

SPM Architects

Kent R. Pargé, AIA
Architect

MEMBERS
AMERICAN
INSTITUTE OF
ARCHITECTS

ADVANTAGE USAA INC.

13350 Rebecca Creek Rd.
Spring Branch, TX 78070
Ph: 830-885-2950
Fx: 830-885-2961

Manufacturer Certification Letters

Firestone

Firestone Building Products Company, LLC
200 4th Avenue South
Nashville, TN 37201
Phone: 800-428-4442

1/18/2021
0040006101
ADVANTAGE USAA INC
13350 REBECCA CREEK RD
SPRING BRANCH, TX 78070-6302

To Whom It May Concern:

Please be advised that ADVANTAGE USAA INC is a Firestone applicator in good standing with Firestone.

ADVANTAGE USAA INC is authorized with Firestone for:

FS Licensed Asphalt Roofing	effective	Friday, May 13, 2016
FS Licensed EPDM Roofing	effective	Friday, May 13, 2016
FS Licensed Thermoplastic Roofing	effective	Friday, May 13, 2016
FS Licensed Metal Roof Coating	effective	Friday, May 13, 2016
FS Licensed Garden Roof	effective	Friday, May 13, 2016
FS Licensed Daylighting	effective	Friday, May 13, 2016
FS Licensed SkyPavers	effective	Friday, May 13, 2016

Firestone is proud to include ADVANTAGE USAA INC in our family of approved applicators.

If I may be of further assistance, please feel free to call my office.

Sincerely,

Jeff Henegar
Executive Director, Technical Services

CERTIFICATE OF COMPLIANCE

Date: January 18, 2021

UL certification listing: TGJZ.R2706
ROOF-EDGE SYSTEMS, METAL, FOR USE WITH LOW-SLOPE ROOFING SYSTEMS

Referenced standard: ANSI/SPRI/FM 4435 ES-1

Issued to: Advantage USAA, Inc.
13350 Rebecca Creek Rd
Spring Branch, TX 78070

This is to certify that: Advantage USAA, Inc. is an NRCA-authorized fabricator

Being designated an NRCA-authorized fabricator is subject to an annually-renewable agreement between NRCA and the authorized fabricator, and periodic inspections–referred to as "follow-up service"–of the authorized fabricator's sheet metal fabrication shop. These periodic follow-up service inspections are conducted by UL and are intended to assure the authorized fabricator's continuing capability to produce edge metal flashings according to NRCA's UL certification.

All shop-fabricated edge metal flashings to which NRCA's UL ANSI/SPRI ES-1 certification applies shall bear UL classification mark labels. The presence of the UL classification mark label is the only means of designating a specific edge metal flashing as one that complies with NRCA's UL ANSI/SPRI ES-1 certification.

To obtain a current list of NRCA-authorized fabricators, visit NRCA's website, www.nrca.net.

NRCA

UL

January 20, 2021

ADVANTAGE USAA INC
13350 REBECCA CREEK ROAD
SPRING BRANCH, TX 78070

Phone: 1-830-885-2950
Fax: 1-830-885-2961

To Whom It May Concern:

Please be advised that a Johns Manville Approved Roofing Contractor Agreement (the "Agreement") presently exists between Johns Manville Roofing Systems Group and the above named contractor located at the above address. The Agreement stipulates that Johns Manville will issue Peak Advantage Guarantees for Johns Manville systems listed below.

System	Term
APP;BUR;SBS Asphalt Applied;SBS Heat Welded;SBS Cold Applied;PVC;TPO	all

These guarantees will be issued to the above-named contractor in accordance with all procedures and requirements of the Johns Manville Peak Advantage Guarantee Program. This Agreement is subject to cancellation by either Johns Manville Roofing Systems Group or the above named contractor upon thirty (30) days written notice to the other party of the Agreement.

Sincerely,

Guarantee Services

For questions related to this communication, please contact:

Guarantee Services
Johns Manville Roofing Systems
10100 W. Ute Avenue | Mailstop R-15 | Littleton, CO 80127
GSU@jm.com | 800.922.5922 | Fax: 877.403.1747

GAF MATERIALS CORPORATION
1361 Alps Road Wayne NJ 07470-3689 1-800-ROOF411

MASTER ROOFING CONTRACTOR

February 28, 2000

ATTN: Mr.
Advantage USAA Inc.
PMB 224 18160 Hwy 281 N.
San Antonio, TX 78232

Dear Mr.

1999 MASTER ROOFING CONTRACTOR APPOINTMENT
CONGRATULATIONS AND WELCOME TO THE TEAM!

GAFMC is proud to recognize your firm as a MASTER ROOFING CONTRACTOR. Your demonstrated ability in the application of quality commercial roofing membranes along with your commitment to maintaining the standards set forth in our qualification procedures mark you as a leader and professional in our industry.

We look forward to working with you to supply our mutual customers the finest in commercial roofing systems. You have qualified to apply all types of GAFMC Commercial Roofing Materials and to purchase and provide our Liberty NDL Guarantees on projects you complete in accordance with all Application and Procedureal Requirements set forth in our literature and our MASTER ROOFING CONTRACTOR PROGRAM GUIDE.

Our Territory Manager, assisted by Regional Management Personnel, will be working with you to develop a solid business plan to insure our mutual success in your area. Our Contractor Services Organization, Sales/Marketing Management, and Manufacturing Personnel are committed to providing you with the best in products, specifications and service. Our 1-800-ROOF-411 telephone line is available to help at any time.

This MASTER ROOFING CONTRACTOR appointment is valid for a period of one year and will be renewed in accordance with your MASTER ROOFING CONTRACTOR AGREEMENT.

Sincerely,

Mark Lundgren
Director of Contractor Services

CC: L. Kappel

GAF GOLDELITE
Commercial Contractor

Advantage USAA

is a 2024 GAF GoldElite™ Commercial Contractor

Based on their consistent commitment to excellence and passion for quality, GAF Commercial is pleased to recognize this company as a GAF GoldElite™ Commercial Roofing Contractor. They are eligible to offer the following enhanced GAF Commercial Roofing Warranties and Guarantees for qualified projects:

Diamond Pledge™ NDL Roof Guarantee
System Pledge™ Roof Guarantee

GAF GOLDELITE
Commercial Contractor

Advantage USAA
13350 Rebecca Creek Rd
Spring Branch, Texas, 78070

8/4/2024
GAF ID: 1103998

Re: GAF GoldElite™ Commercial Contractor

Dear valued customer,

On behalf of GAF Commercial, we are pleased to confirm that Advantage USAA is a GAF GoldElite™ Commercial Contractor for 2024.

Advantage USAA qualified to become a GAF GoldElite™ Contractor based on their commitment to quality workmanship and customer service in commercial roofing. As a GAF GoldElite™ Commercial Contractor, Advantage USAA is able to offer enhanced GAF warranties and guarantees including the Integrated System Limited Warranty, the System Pledge™ Roof Guarantee for qualified projects, and our premier guarantee, the GAF Diamond Pledge™ NDL Roof Guarantee.

GAF prides itself on partnering with knowledgeable and reputable roofing businesses that share our commitment to delivering you the very best quality and service.

Sincerely,

Alma Garnett
SVP, Commercial Roofing Sales

Pete Vollmar
SVP, Sales Operations

Contractors enrolled in GAF certification programs are not employees or agents of GAF, and GAF does not control or otherwise supervise these independent businesses. For more information, view the *Contractor Terms of Use*, available at gaf.com.

We protect what matters most™ GAF

ADVANTAGE USAA INC.

13350 Rebecca Creek Rd.
Spring Branch, TX 78070
Ph: 830-885-2950
Fx: 830-885-2961

Firm Certifications

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1742950238200**
Approval Date: **September 27, 2022**
Scheduled Expiration Date: **September 30, 2024**

In accordance with the Memorandum of Agreement between the
SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY (SCTRCA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

ADVANTAGE USAA, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **September 27, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into SCTRCA's program, you must immediately (within 30 days of such changes) notify SCTRCA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy. If your firm ceases to remain certified in SCTRCA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

RESOLUTION NO. 24-R-148

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH ADVANTAGE USAA, INC. FOR ON-CALL ROOFING SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the "City") requires on-call roofing contractors for emergencies and quoted work due to an increase in demand and work specifications; and

WHEREAS, the City solicited proposals from qualified vendors for on-call roofing services; and

WHEREAS, City staff recommends entering into a contract with the highest ranked vendor, Advantage USAA, Inc., for on-call roofing services; and

WHEREAS, the City of Schertz will fund the on-call roofing services provided by Advantage USAA, Inc. through the approved 2024-2025 annual budget.

NOW 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 execute and deliver the contract with Advantage USAA, Inc. for on-call roofing services attached hereto as 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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

On-Call Services Agreement with Advantage USAA, Inc.

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

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

Section 1. Duration
This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through October 31, 2027 with the option to renew for two additional terms of one year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

(1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

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

(A) Contract Times: Days

The Work is expected to be substantially completed within ____ calendar days after the Notice to Proceed is given ("Substantial Completion")

(B) Liquidated Damages

Contractor and Owner recognize that time is of the essence as stated 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 the Scope of Work, 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 because of such failure. The exact amount of such damage 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 **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 the Owner as a result of the failure of Contractor to complete within the Contract Time.

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. The 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 damage sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this

subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

(G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

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

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

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies 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.

(I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The 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).

(K) **INTERLOCAL PARTICIPATION**

The City may enter Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

Section 7. <u>Termination</u>

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

(B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for

those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided

herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Order of Precedence. In the event of a conflict between the terms and conditions included in the body of this Agreement and the terms and conditions included in any of the incorporated documents, the order of precedence shall be: (a)Agreement; (b) the attachments and/or exhibits to Agreement, (c)Contractor's Response to RFP, and (d) Purchase Order(s).

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Contractor states 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 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:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: **Lynda Escobedo**
Title: City Manager	Title: **Vice President**

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	**Advantage USAA Inc.** Attn: Lynda Escobedo 13350 Rebecca Creek Rd Spring Branch, TX 78070

Exhibit "A"

SCOPE OF WORK

Project Scope

Respondent shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, reports, incidentals, and quality control necessary to provide roofing services on an "as-needed basis". Commercial roofing services shall include, but are not limited to, the following: re-roofing, restorations, leak detection & repairs, other related services, requesting and receiving all permits required to perform work as required.

Work Requirements

Specific work requirements will be identified in each individual project as they are deemed necessary and approved by the City.

Minimum Proposer's Qualifications

The City has established the following minimum qualifications for on-call plumbing contractors. Respondents who do not meet the minimum qualifications defined in this section will not be considered for award.

- Respondent and all other persons designated by respondent to provide said services required by this RFP must have the requisite training, licenses and/or certifications (if applicable).
- Respondent must have a minimum of five (5) years continuous experience in public utility services,

Response Time

The city requires the following response times for services.

- Emergency – 2 hours
- Non-Emergency – 24 hours

Approach Plan

Proposer will prepare and submit the following items as part of the approach plan for providing on-call services.

- Staffing Plan – Describe Respondent's Staffing Plan on providing trade services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced qualified local service employees to perform work. Include work hours and number of employees scheduled during the work hours, and problem resolution with staff scheduling.
- On-Call Management Plan – Describe Plan to include:
    - Process for receiving and responding to City requests to include both emergency and non-emergency notifications. Also include plan for providing "priority" trade repair service to City, as well as plan to successfully meet response times for emergency and non-emergency calls.
    - Provide respondent's procedure for notifying City regarding project delays.
    - Describe proposed procedures for processing change orders.

- Safety Plan – Describe Respondent's safety plan. Said plan must address all aspects of the respondent's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City and inspectors.
- Quality Assurance/Quality Control (QA/QC) Plan – Describe respondent's QA/QC plan to include procedures and personnel utilized for quality control, problem resolution, and control of subcontractors' performance, if any.
- Communication Plan – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff.
- Additional Information – Provide any additional plans and/or relevant information about respondent's approach to providing the required services.

Pricing for Services

Description	Unit	Rate
Regular Service	Per Hour	$125.00
Afterhours/ Emergency Service	Per Hour	$250.00
Material Cost + Markup %	% of Markup	10%

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

ADVAUSA-01 MSCHULER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2024

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

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

PRODUCER Time Insurance Agency, Inc. 1405 East Riverside Dr Austin, TX 78741	CONTACT NAME: Laura Alvarez PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Advantage USAA, Inc. 13350 Rebecca Creek Rd. Spring Branch, TX 78070	INSURER A : General Security Indemnity Company Of Arizona — NAIC # 20559 INSURER B : United Specialty Insurance Co. — 12537 INSURER C : Texas Mutual Insurance Company — 22945 INSURER D : Liberty County Mutual — 19544 INSURER E : Continental Casualty — 20443 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GSA4639112568-00	12/27/2023	12/27/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	BTN2311027	12/12/2023	12/12/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0002087304	12/12/2023	12/12/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Inland Marine / Pers	X		BMO067162673	4/18/2024	4/18/2025	Limit	160,600
E	Installation / Build			5083032752	2/1/2024	2/1/2025	Limits	5,000,000

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

EquipementShare.com Inc., is included as Additional Insured with respect to General Liability. All coverage is on a Primary and Non-Contributory basis. Wavier of Subrogation applies to all policies in favor of EquipmentShare.com Inc., where permissible by law. General Liability and include a 30 Day Notice of Cancellation.

CERTIFICATE HOLDER

For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1212835

Date Filed:
09/11/2024

Date Acknowledged:
10/01/2024

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

ADVANTAGE USAA, INC
Spring Branch , TX United States

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

The City Of Schertz

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

RFP # 2024-023
Roofing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Lynda Escobedo, and my date of birth is 08/30/1989.

My address is 13350 Rebecca Creek Rd., Spring Branch, TX, 78070, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Comal County, State of Texas, on the 12th day of September (month) 20 24 (year).

Lynda Escobedo
Signature of authorized agent of contracting business entity
(Declarant)

Agenda No. 6.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Facility & Fleet**
Subject:	**Resolution 24-R-149 - Authorizing an agreement with D.H. Pace Company, Inc. for on-call Garage Door services. (B.James/D.Hardin/C.Lonsberry)**

BACKGROUND

The City is in need of on-call garage door services beyond what staff is able to perform due to limited resources.

The City issued a solicitation for proposals (RFP) from qualified firms with demonstrated competence and experience in commercial garage door services. One (1) proposal was received in response to the solicitation. Proposals were reviewed by key City stakeholders and scored based on criteria including cost, proposer's experience, qualifications, reputation, quality of proposed services and responsiveness of the proposal. The City recommends awarding the contract to D.H. Pace Company, Inc, the highest ranked firm.

GOAL

To obtain authorization from City Council to enter a contract with D.H. Pace Company, Inc. to perform emergency on-call and quoted garage door work.

COMMUNITY BENEFIT

City buildings can be serviced at any time or day with minimal downtime to city buildings, which would directly impact citizens.

SUMMARY OF RECOMMENDED ACTION

City staff recommends approving an agreement with D.H. Pace Company, Inc. for on-call Garage Door services.

FISCAL IMPACT

Funds are available and approved through the FY 24-25 base budget.

RECOMMENDATION

Approval of Resolution 24-R-149.

Attachments

2024-022 Garage Door Cost Analysis

Resolution 24-R-149 with attachments

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Scoring Summary

Active Submissions

	Total	Proposer's Qualifications, Abilities, and Reputation	Quality of Proposed Services	Responsiveness of Proposal	Cost
Supplier	**/ 100 pts**	**/ 30 pts**	**/ 30 pts**	**/ 10 pts**	**/ 30 pts**
D.H, Pace Company, Inc	86 pts	24 pts	24 pts	8 pts	30 pts

PROJECT# **2024-022** **Cost Analysis**

PROJECT NAME: **On-Call Garage Door Service**

Criteria	Points	D.H. Pace Company, Inc
Financial Consideration	30	$104.00
		30.00
Average Total %	**30**	30.00
Rank		1.00

Description	Unit	Rate
Regular Service	**Per Hour**	$104.00
Afterhours / Emergency Service	**Per Hour**	$145.00
Material Cost + Markup %	**% of Markup**	20%

RESOLUTION NO. 24-R-149

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH D.H. PACE COMPANY, INC. FOR ON-CALL GARAGE DOOR SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the "City") requires on-call garage door services for emergencies and quoted work due to an increase in demand and work specifications; and

WHEREAS, the City solicited proposals from qualified vendors for on-call garage door services; and

WHEREAS, City staff recommends entering into a contract with the highest ranked vendor, D.H. Pace Company, Inc., for on-call garage door services; and

WHEREAS, the City of Schertz will fund the on-call garage door services provided by D.H. Pace Company, Inc. through the approved 2024-2025 annual budget.

NOW 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 execute and deliver the contract with D.H. Pace Company, Inc. for on-call garage door services attached hereto as 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 _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

On-Call Services Agreement with D.H. Pace Company, Inc.

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and D.H, Pace Company, Inc ("Contractor").

Section 1. Duration
This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through 31 October 2027 with the option to renew for two (2) additional terms of (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work
(A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project".

(B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.

(C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation
(A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit "A" and as provided herein.

(B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Contractor's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit A) and accounted for in the total contract amount.

(D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

(1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.

(3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(4) To the extent there is a conflict between this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

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

(A) Contract Times: Days

This section intentionally left blank

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. The 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 damage sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. Miscellaneous Provisions

(A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.

(B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.

(C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

(G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation,

partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies 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.

(I) *Non-Boycott of Firearm Entity.* Pursuant to Texas Senate Bill 19 (2021), Contractor certifies that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The 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).

(K) **INTERLOCAL PARTICIPATION**

The City may enter Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, re-marketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity. City will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity other than City.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

Section 7. Termination

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Contractor and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Contractor.

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

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

representatives, successors and assigns.

Section 16. Gender
Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments
All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement
It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's Response to RFP, and Purchase Order(s) issued for payment contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Order of Precedence. In the event of a conflict between the terms and conditions included in the body of this Agreement and the terms and conditions included in any of the incorporated documents, the order of precedence shall be: (a)Agreement; (b) the attachments and/or exhibits to Agreement, (c)Contractor's Response to RFP, and (d) Purchase Order(s).

Section 20. Relationship of Parties
Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit
City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution
In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under

this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Contractor states 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 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:	**CONTRACTOR:**
By: _____	By: _____
Name: Steve Williams	Name: **Manny Maestas**
Title: City Manager	Title: **SR Regional VP**

ADDRESS FOR NOTICE:

CITY:	**CONTRACTOR:**
City of Schertz Attn: Steve Williams, City Manager 1400 Schertz Parkway Schertz, Texas 78154	**D.H. Pace Company, Inc** Attn: _____ **17750 Lookout Road, Suite 395** **Schertz, TX 78154**

Exhibit "A"

Project Scope

Respondent shall furnish all labor, supervision, tools, equipment, materials, metering instruments, supplies, parts, transportation, mobilization, insurance, bonds, permits, reports, incidentals, and quality control necessary to provide garage door maintenance and repair services on an "as-needed basis". Garage door maintenance and repair services may include, but are not limited to, the following:

- Preventative maintenance, to include scheduled inspection and proactive servicing of garage door systems.
- Repair services: Contractor shall troubleshoot issue, inspect all moving parts or components, investigate noises and lubricate and adjust as recommended per manufacturers' specifications.
- The equipment to be maintained includes but is not limited to hinges, locks, cables, springs, rollers, door panels, and opening/operating systems.
- Requesting and receiving all permits required to perform work as required.

Work Requirements

Specific work requirements will be identified in each individual project as they are deemed necessary and approved by the City.

Response Time

The city requires the following response times for services.

- Emergency – 2 hours
- Non-Emergency – 24 hours

Approach Plan

Proposer will prepare and submit the following items as part of the approach plan for providing on-call services.

- Staffing Plan – Describe Respondent's Staffing Plan on providing trade services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced qualified local service employees to perform work. Include work hours and number of employees scheduled during the work hours, and problem resolution with staff scheduling.

- On-Call Management Plan – Describe Plan to include:
  - Process for receiving and responding to City requests to include both emergency and non-emergency notifications. Also include plan for providing "priority" trade repair service to City, as well as plan to successfully meet response times for emergency and non-emergency calls.
  - Provide respondent's procedure for notifying City regarding project delays.
  - Describe proposed procedures for processing change orders.

- Safety Plan – Describe Respondent's safety plan. Said plan must address all aspects of the respondent's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City and inspectors.

- Quality Assurance/Quality Control (QA/QC) Plan – Describe respondent's QA/QC plan to include procedures and personnel utilized for quality control, problem resolution, and control of subcontractors' performance, if any.

- Communication Plan – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff.

- Additional Information – Provide any additional plans and/or relevant information about respondent's approach to providing the required services.

Cost Proposal

Description	Unit	Rate
Regular Service	**Per Hour**	$104.00
Afterhours/Emergency Service	**Per Hour**	$145.00
Material Cost + Markup %	**% of Markup**	20%

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/07/2023

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** Willis Towers Watson Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@willis.com
INSURED D.H. Pace Company, Inc. (See Attached Named Insured Schedule) 1901 East 119th St Olathe, KS 66061	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Safety National Casualty Corporation — 15105 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** W31321509 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			GL 6676460	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CA 6676461	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDC4067849	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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D.H. Pace Company, Inc.

Named Insured Schedule
ABC Doors of Dallas, a D.H. Pace Company, Inc.
Adams Door, a D.H. Pace Company, Inc.
American Overhead Door, a DH Pace Company, Inc.
Ameridock, a D.H. Pace Company, Inc.
Ankmar, a D.H.Pace Company, Inc.
Bi-State Loading Dock Specialists, a D.H. Pace Company, Inc.
Carolina Industrial Systems, a D.H. Pace Company, Inc.
D.H. Pace Company, Inc.
D.H. Pace Compliance Services
D.H. Pace Construction Services, a D.H. Pace Company, Inc.
D.H. Pace Door Services, a D.H. Pace Company, Inc.
D.H. Pace Facilities Group, a D.H. Pace Company, Inc.
D.H. Pace National Accounts Group, a D.H. Pace Company, Inc.
D.H. Pace Systems Integration, a D.H. Pace Company, Inc.
Door Control Services, a D.H. Pace Company, Inc.
E. E. Newcomer Enterprises, Inc.
EEN Leasing, Inc.
EEN Real Estate, Inc.
HBD Technology, a D.H. Pace Company, Inc.
K&B Garage Doors, a D.H. Pace Company, Inc.
King Door, a D.H. Pace Company, Inc.
Montgomery Door Controls, a D.H. Pace Company, Inc.
Norm's Doors, a D.H. Pace Company, Inc.
Overhead Door Company of Albuquerque, a D.H. Pace Company, Inc.
Overhead Door Company of Atlanta, a D.H. Pace Company, Inc.
Overhead Door Company of Blue Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Boston, a D.H. Pace Company, Inc.
Overhead Door Company of Cape Cod - Commercial, a D.H. Pace Company, Inc.
Overhead Door Company of Central Arizona, a D.H. Pace Company, Inc.
Overhead Door Company of Central Missouri, a D.H. Pace Company, Inc.
Overhead Door Company of Charlotte, a D.H. Pace Company, Inc.
Overhead Door Company of Colorado Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Columbia, a D.H. Pace Company, Inc.
Overhead Door Company of Des Moines, a D.H. Pace Company, Inc.
Overhead Door Company of Four Corners, a D.H.Pace Company, Inc.
Overhead Door Company of Greater Hall County, GA, a D.H. Pace Company, Inc.
Overhead Door Company of Greensboro, a D.H. Pace Company, Inc.
Overhead Door Company of Greenville, a D.H. Pace Company, Inc.
Overhead Door Company of Jefferson City, a D.H. Pace Company, Inc.
Overhead Door Company of Joplin, a D.H. Pace Company, Inc.
Overhead Door Company of Kansas City, a D.H. Pace Company, Inc.
Overhead Door Company of Little Rock, a D.H. Pace Company, Inc.
Overhead Door Company of Manhattan, a D.H. Pace Company, Inc.
Overhead Door Company of Metro West, a D.H. Pace Company, Inc.
Overhead Door Company of Nashville, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Georgia, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Plymouth, a D.H. Pace Company, Inc.
Overhead Door Company of Pueblo, a D.H. Pace Company, Inc.
Overhead Door Company of Rockhill, a D.H. Pace Company, Inc.
Overhead Door Company of Santa Fe, a D.H. Pace Company, Inc.
Overhead Door Company of South Central Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Southeast Wisconsin, a D.H. Pace Company, Inc.
Overhead Door Company of Southwest Illinois, a D.H. Pace Company, Inc.
Overhead Door Company of Springfield, a D.H. Pace Company, Inc.
Overhead Door Company of St. Joseph, a D.H. Pace Company, Inc.
Overhead Door Company of St. Louis, a D.H. Pace Company, Inc.
Overhead Door Company of the Foothills, a D.H. Pace Company, Inc.
Overhead Door Company of the High Country, a D.H. Pace Company, Inc.
Overhead Door Company of Topeka, a D.H. Pace Company, Inc.
Overhead Door Company of Wichita, a D.H. Pace Company, Inc.
Pasek Security, a D.H. Pace Company, Inc.
Pinnacle Door Company, a D.H. Pace Company, Inc.
Total Quality Services, a D.H. Pace Company, Inc.
Wade Door Services, a D.H. Pace Company, Inc.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1208195

Date Filed:
08/30/2024

Date Acknowledged:
09/20/2024

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

D.H, Pace Company, Inc
Schertz , TX United States

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

City of Schertz

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

2024-022
On-Call Garage Door Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Manny Maestas, and my date of birth is _____.

My address is 17750 Lookout Road, Suite 395 (street), Schertz (city), TX (state), 78154 (zip code), USA (country).

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

Executed in Dallas County, State of TX, on the 30 day of 8 (month), 2024 (year).

_____
Signature of authorized agent of contracting business entity
(Declarant)

Agenda No. 7.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**City Secretary**
Subject:	**Ordinance 24-S-162 - Consider closing and abandoning to the abutting property owner a portion of Troy Lane Right-of-Way, from Wiederstein Road, north to the end (approximately 600 feet) and a portion of Shady Lane Right-Of-Way from Wiederstein Road, north to the end (approximately 600 feet); and to establish an effective date hereof.*Final Reading* (B.James/K.Woodlee/J.Nowak)**

BACKGROUND

The City of Schertz owns many lots in the Live Oak Hills Subdivision to the east of Schertz Parkway. The City is proposing to construct a new Fire Station (Fire Station #4) on a portion of the city-owned land to help the City meet its emergency response time goals. The City is re-platting a number of its lots into a single, large lot for Fire Station #4. In order to do this, portions of Shady Lane and Troy Lane rights-of-way included in the re-plat effort need to be abandoned. The rights-of-way segments would become part of the new large lot for the Fire Station.

The portions of right-of-way proposed for abandonment are the portion of Troy Lane north of Wiederstein Road and the portion of Shady Lane north of Wiederstein Road. Each portion of right-of-way is approximately 600 feet long. The rights-of-way being requested to be abandoned are not currently developed/constructed as roadways. The City of Schertz owns the adjacent land to the requested to be abandoned rights-of-way. This means the abandoned rights-of-way will remain under City of Schertz ownership as the City is the "abutting property owner."

A Public Hearing was posted in the San Antonio Express News on October 3, 2024, in preparation for the City Council Meeting. Additionally, seven public hearing notices were mailed out to the property owners within 200 feet on October 2, 2024.

GOAL

To create a single large lot on a portion of city owned land in order to construct Fire Station #4.

COMMUNITY BENEFIT

The abandonment and release of the right-of-way would allow for the City-owned property to be replatted into a large lot for Fire Station #4. The new fire station will improve emergency response times for residents and the public.

SUMMARY OF RECOMMENDED ACTION

It is recommended that Ordinance 24-S-162 be approved to abandon the rights-of-way to allow for a large lot to be created, providing a site for the construction of Fire Station 4.

RECOMMENDATION

Approve Ordinance 24-S-162.

Attachments

Legal Notice
Presentation
Ordinance 24-S-162
Notification Maps

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

ENGINEERING

CITY OF SCHERTZ

NOTICE OF PUBLIC HEARINGS

The City of Schertz City Council will conduct public hearings on Tuesday, October 22th, 2024 at 6:00 p.m. located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following items:

Ord. 24-S-162: Conduct a public hearing and consider closing and abandoning to the abutting property owners a portion of Troy Lane Right-of-Way, from Wiederstein Road, north to the end (approximately 600 feet) and a portion of Shady Lane Right-Of-Way from Wiederstein Road, north to the end (approximately 600 feet).

Anyone with an interest is invited to attend these public hearings.

ORDINANCE 24-S-162

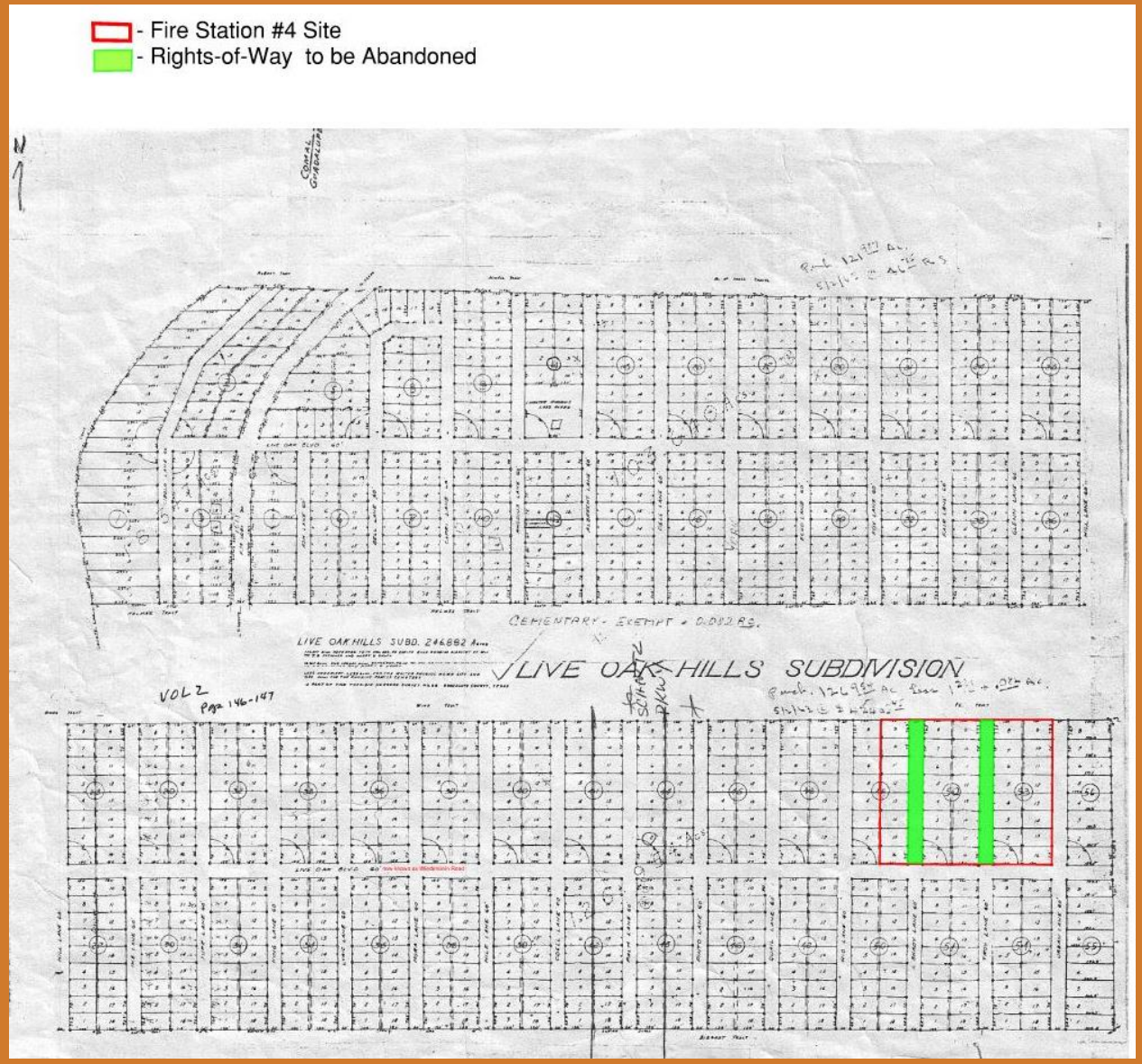
RIGHT-OF-WAY ABANDONMENT FOR FIRE STATION #4

October 22, 2024 City Council Meeting

John Nowak|Engineering

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

LIVE OAK HILLS SUBDIVISION



SCHERTZ
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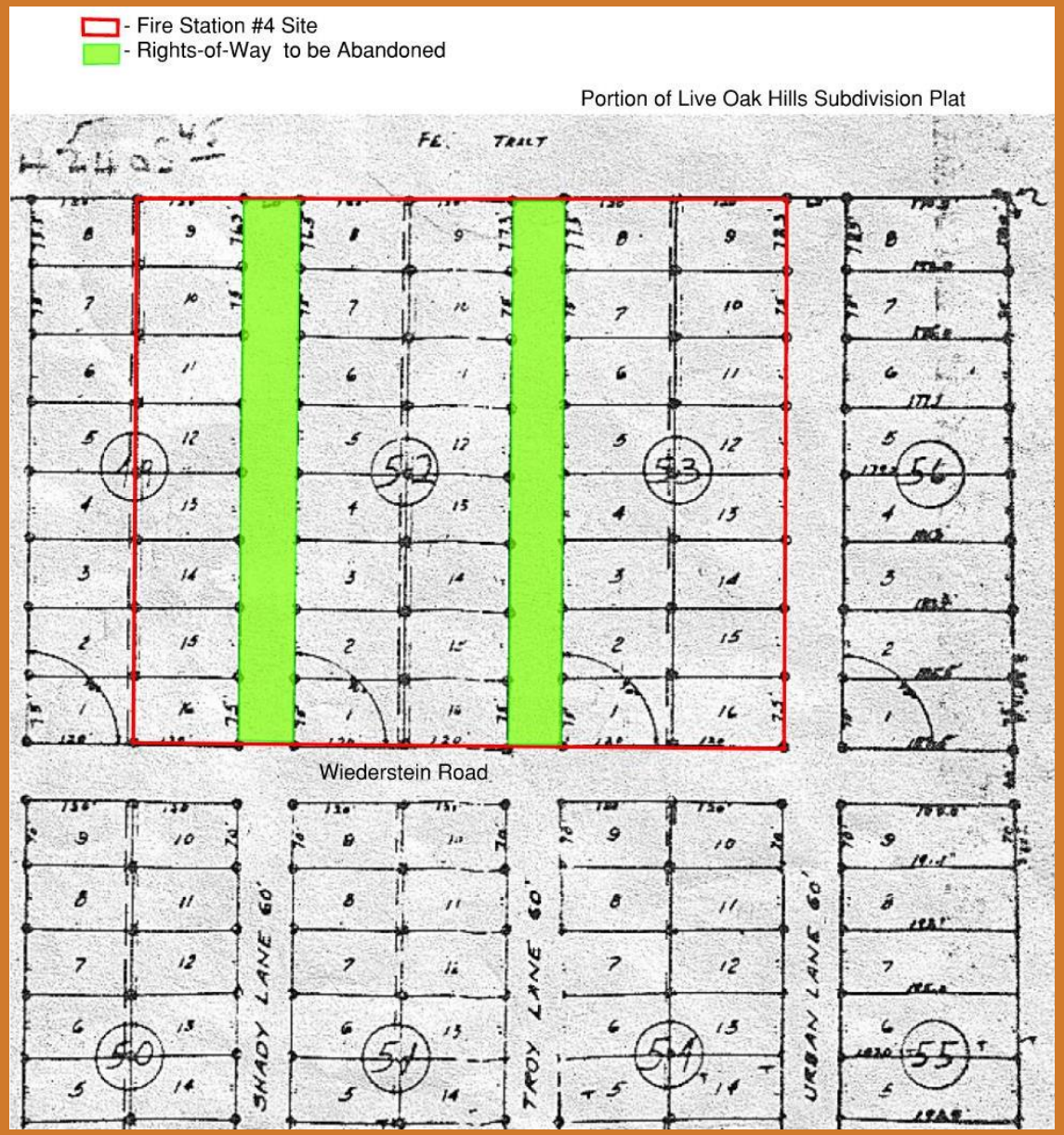
FIRE STATION #4 SITE



SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

COMMENTS AND QUESTIONS

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

CONTACT US

Mailing Address

1400 Schertz Parkway, Schertz, TX 78154

Phone Number

(210) 619-1820

Email Address

engineering@schertz.com

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

ORDINANCE NO. 24-S-162

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, CLOSING AND ABANDONING TO THE ABUTTING PROPERTY OWNERS A PORTION OF TROY LANE RIGHT-OF-WAY, FROM WIEDERSTEIN ROAD, NORTH TO THE END (APPROXIMATELY 600 FEET) AND A PORTION OF SHADY LANE RIGHT-OF-WAY FROM WIEDERSTEIN ROAD, NORTH TO THE END (APPROXIMATELY 600 FEET); AND ESTABLISHING AN EFFECTIVE DATE HEREOF

WHEREAS, the City of Schertz, Texas, a home rule municipality, has established a public Right-of-Way, Troy Lane from Wiederstein Road, north to the end (approximately 600 feet) and a portion of Shady Lane Right-of-Way from Wiederstein Road, north to the end (approximately 600 feet); described in the Exhibit A attached herein (herein after, "The Subject Area"); and

WHEREAS, The Subject Area is located entirely within the Live Oak Hills Subdivision; and

WHEREAS, The Subject Area is abutted to the north by platted property as part of the Harden Subdivision and to the south by platted Right-of-Way, more specifically Wiederstein Road; and

WHEREAS, pursuant to Section 311.007 of the Texas Transportation Code, a home rule municipality may vacate, abandon, or close a street or alley; and

WHEREAS, no detriment or hazard to the City of Schertz or its citizens has been found; and

WHEREAS, on October 22, 2024, a Public Hearing was held to allow members of the public to give testimony, and comment, on the merits of The Subject Area abandonment.

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

Section 1. The recitals contained in the preamble hereto 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 City Council finds such closure and abandonment as requested will cause no harm or injury to the City or its citizens, said portion of Right-of-Way is not needed for public purpose and it is in the public interest to abandon said portion of Right-of-Way.

Section 3. That The Subject Area as depicted on Exhibit A, is hereby closed, abandoned, and vacated insofar as the right, title, or easement of the public is concerned and shall only extend to the public right, title, and easement that the City may legally and lawfully abandon, subject to the conditions of Section 4.

Section 4. That The Subject Area is abandoned to the abutting owners as authorized by Section 311.007 of the Texas Transportation Code and Section 272.001 (b)(2) or the Texas Local Government Code condition upon The Subject Area being replatted into the property of the abutting property owners within 12 months. The replat must not create any non-conforming lots.

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

Approved on first reading, this _____ day of _____, 2024.

PASSED AND ADOPTED on final reading, this _____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

- Fire Station #4 Site
- Rights-of-Way to be Abandoned

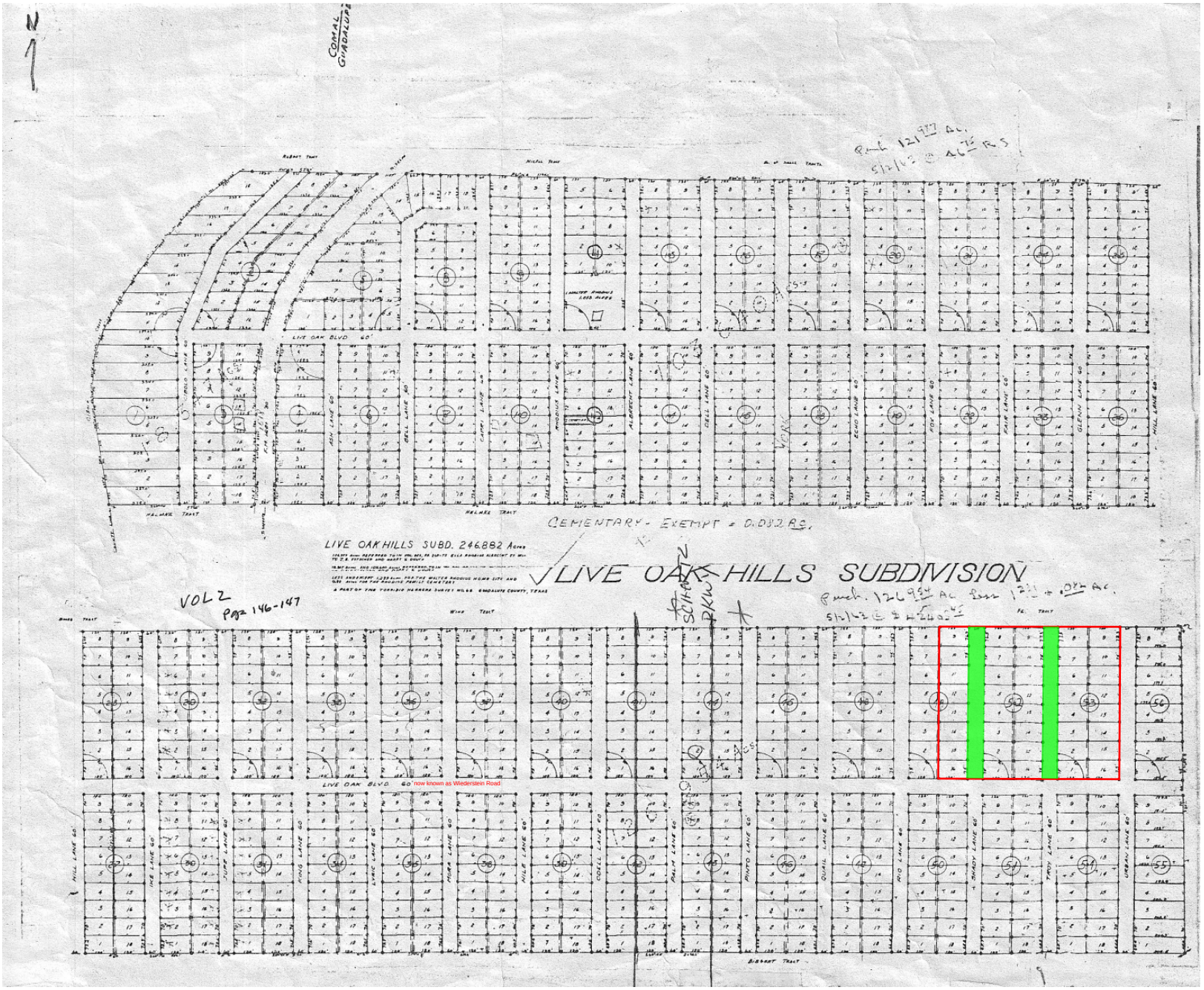
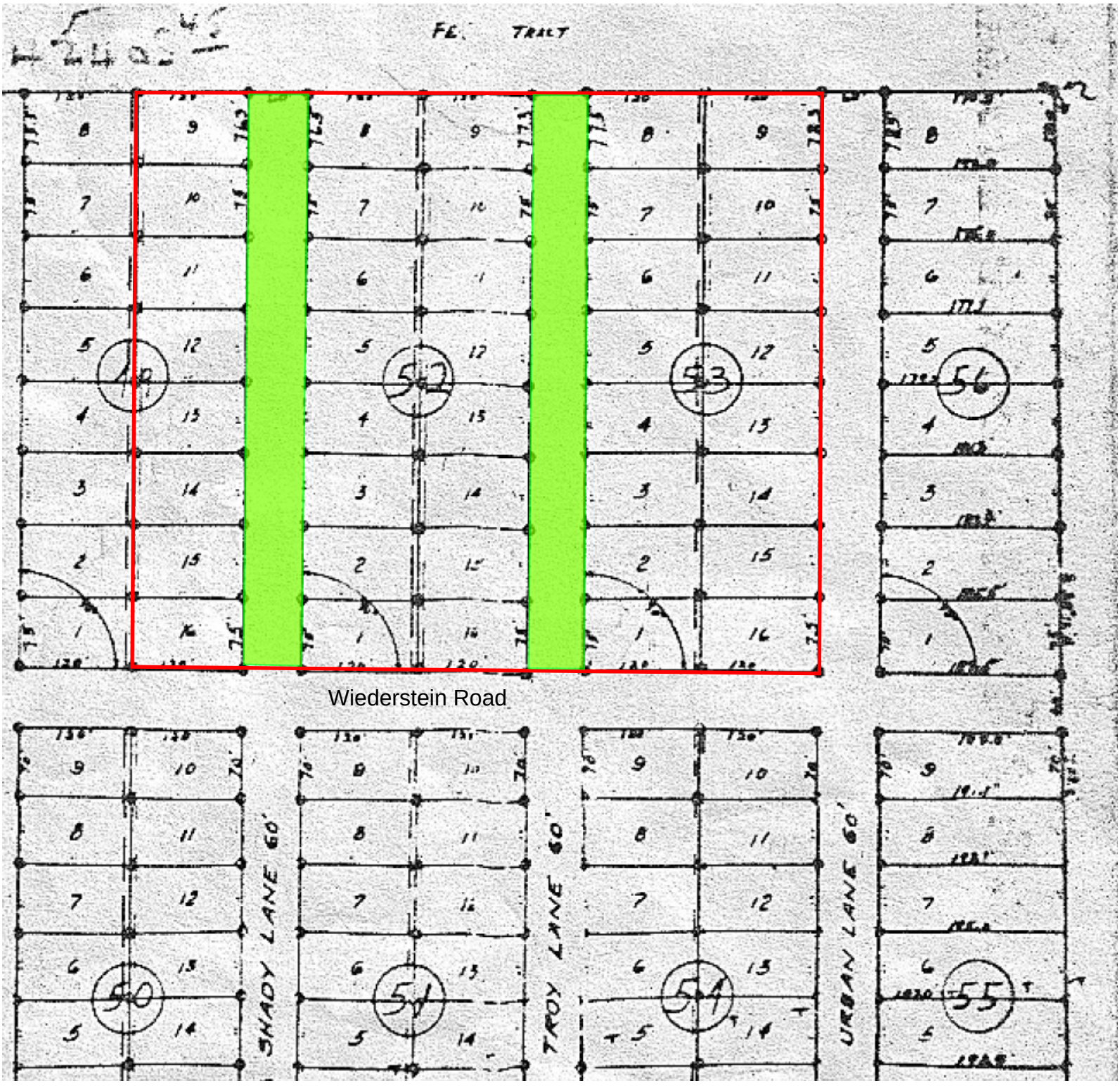


EXHIBIT A

- Fire Station #4 Site
- Rights-of-Way to be Abandoned

Portion of Live Oak Hills Subdivision Plat



SCHERTZ
COMMUNITY★SERVICE★OPPORTUNITY

Last update: September 30th, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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City of Schertz

FIRE STATION 4 SITE
PARCEL IDs:
32113, 32114, 32115, 32116, 32117, 32118, 32119, 32120, 32164, 32163, 32162, 32161, 32160, 32159, 32158, 32157, 32165, 32166, 32167, 32168, 32169, 32170, 32171, 32172, 32179, 32178, 32177, 32176, 32175, 32174, 32173, 32180, 32181, 32182, 32183, 32184, 32185, 32186, 32187

Project Boundary
City Limits
Schertz ETJ Boundary
200' Buffer

N
W
E
S

0 50 100 200 300 Feet

Property ID	Owner	Mailing Address
64662, 24676	ACRES, AGUA & AG LTD	16946 INTERSTATE 35 N, SCHERTZ TX 78154-1226
32217	SCUC ISD SCHOOL BOARD OF TRUSTEES	1060 ELBEL RD, SCHERTZ TX 78154-2037
32128, 32127	SANCHEZ GILBERT & MARY	9513 GLOXINIA DR, GARDEN RIDGE TX 78266-2536
32149	DAVIS WARREN L & LINDA	434 PHILLIP DR, PIPE CREEK TX 78063-6143
32198	GUERRERO ISADOR G JR & CRUZ, C/O ERNASTINE MORALES	3127 DARBY BLVD, SAN ANTONIO TX 78237-4416
32145	MIRELES JESUS & EVANGELINA VILLASENOR	320 CARRANZA LN, MARION TX 78124-2016
107410	FOREST RIDGE OWNERS ASSN INC	17319 SAN PEDRO AVE STE 1613, SAN ANTONIO TX 78209-1411

64662
ACRES, AGUA
& AG LTD

26476
ACRES, AGUA
& AG LTD

107410
FOREST RIDGE OWNERS
ASSN INC

32217
SCUC ISD SCHOOL BOARD
OF TRUSTEES

32198
GUERRERO
ISADOR G JR & CRUZ

32149
DAVIS WARREN L
& LINDA

32145
MIRELES JESUS &
EVANGELINA VILLASENOR

32128
SANCHEZ GILBERT &
MARY

32127
SANCHEZ GILBERT &
MARY

Forest Ridge Pkwy
RIDGE CANYON DR
WEST FORK DR
W FORK DR
SUNRISE PASS
ROCKWOOD
MEADOW CREEK DR
UNION CREEK DR
RIMROCK TRL
URBAN LN
Urban Ln
TROY LN
Troy Ln
Troy Ln
SHADY LN
Shady Ln
RIO LN
Rio Ln
WIEDERSTEIN RD
Wiederstein Rd
Quail Lgun Ln
QUAIL LN
Pinto Ln
PINTO LN
Schertz Pkwy
SCHERTZ PKWY
CAMBLE ST
Gamble
Diamond Falls
DIAMOND FALLS
PRAIRIE LN
Prairie Ln
8" WL
12" WL
16" WL
8" PVC SDR 35
6" PVC SDR 35

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N
W E
S

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Schertz Fire Station 4 Site

- Highways
- Major Roads
- Minor Roads
- Freeway
- Principal Arterial
- Planned Principal Arterial
- Secondary Arterial
- Planned Secondary Arterial
- Secondary Rural Arterial
- Planned Secondary Rural Arterial
- Residential Collector
- Planned Residential Collector
- Planned Commercial Collector B
- Commercial Collector A
- Planned Commercial Collector A
- 1"
- 2"
- 3"
- 4"
- 6"
- 8"
- 10"
- 12"
- 16"
- 18"
- 20"
- 24"
- 30"
- 36"
- Unknown
- Schertz Gravity
- Schertz Pressure
- Neighboring Gravity
- Private Pressure
- Hydrant
- Manholes
- CCMA Lift Station
- Private Lift Station
- Schertz Lift Station
- CCMA Treatment Plant
- Schertz Treatment Plant
- County Boundaries
- Schertz Municipal Boundary
- ETJ

0 50 100 200 300 Feet

Agenda No. 8.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**City Secretary**
Subject:	**Resolution 24-R-153 - Approval of a Resolution casting votes to elect the Board of Directors for the Guadalupe County Appraisal District for the FY2025 term. (Mayor/Council)**

Attachments

Guadalupe Appraisal District Nominations 2024

Resolution 24-R-153 Cast votes for Guadalupe Appraisal District

GUADALUPE APPRAISAL DISTRICT

Main Office
3000 N. Austin St.
Seguin, Texas 78155
(830) 303-3313
(830) 372-2874 (Fax)
cstiers@guadalupead.org

Schertz Substation
1052 FM 78, Ste. 103
Schertz, Texas 78154
(830) 303-3313 Opt. 0
(877) 254-0888 (Fax)

October 23, 2024

CITY OF SCHERTZ
City Manager and City Council
1400 Schertz Pkwy.
Schertz, TX 78154

Dear City Manager and City Council,

Enclosed is an Official Ballot to cast votes for the Guadalupe Appraisal District Board of Directors. The ballot provides directions on how the sum of your taxing units' allocated votes may be cast among available candidates.

The passage of SB2 last fall included **new key procedural deadlines** for those taxing units entitled to case at least 5% of the total votes. In addition to requirement that each taxing unit cast their votes by passage of a resolution, taxing units entitled to cast **250 votes or more** must also meet specific procedural deadlines in passage and submission of resolution.

Per §6.03(k-1) of Texas Tax Code, please be mindful of the bolded requirements below:

*"The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted **at the first or second open meeting of the governing body** that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser **not later than the third day** following the date the resolution is adopted."*

For the majority of our taxing units who have **less than 250 votes**, there is no change to the deadline for timely submission of ballot and resolution is **before December 15, 2024**.

It should be noted, a taxing units' eligibility to initiate the recall an appointed member on an appraisal district's board of directors is outlined in §6.033(a) of the Texas Tax Code. It states,

*"The governing body of a taxing unit may call for the recall of an appointed member of the board of directors of an appraisal district **for whom the taxing unit cast any of its votes** in the appointment of the board."*

The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before **December 31, 2024** to the governing body of each taxing unit in the district and to the candidates.

Please call if you should have any questions in this regard.

Sincerely,

Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser

OFFICIAL BALLOT

OFFICIAL BALLOT TO APPOINT
BOARD OF DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT
FOR JANUARY 1, 2025

Issued to: **City of Schertz**

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all your votes for one candidate or divide those votes among any number of candidates. You have **283** total votes available.

Candidate names are listed below in alphabetical order along with the nominating taxing unit.

46. Mr. Joshua A Bright	Seguin ISD	_____
47. Mr. Chris Evans	City of Schertz	_____
48. Mr. Karl Harborth	Marion ISD	_____
49. Mr. Richard "Dick" Hetzel	City of Cibolo	_____
50. Mr. James "Jim" Lievens	Navarro ISD	_____
51. Mr. J. Caleb Rackley	Marion ISD	_____
52. Mr. Ernesto Rodriguez	City of New Braunfels	_____
53. Ms. Letticia Sever	SCUC ISD	_____
54. Mr. Pete Silvius	City of Seguin	_____

This official ballot was issued under my hand this 23rd day of October 2024.

Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser
Guadalupe Appraisal District

RESOLUTION OF VOTES CAST TO APPOINT DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT FOR THE 2025 TERM

WHEREAS, _____ *(Name of Taxing Unit)* is entitled to cast **250 votes or more** in the appointment election for the Board of Directors of the Guadalupe Appraisal District, and

WHEREAS, Section 6.03(k) of the Texas Tax Code requires that each taxing unit entitled to cast a vote do so **by resolution**, and

WHEREAS, Section 6.03(k-1) of Texas Tax Code requires the governing body of each taxing unit, entitled to cast 250 votes or more, must do so at the **first or second open meeting** of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body, and

WHEREAS, Section 6.03(k-1) of Texas Tax Code requires the governing body must submit its vote to the chief appraiser **not later than the third day** following the date the resolution is adopted.

THEREFORE, THE _____ *(Name of Taxing Unit)* submits the above Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for appointment to the Board of Directors for the Guadalupe Appraisal District for term beginning on January 1, 2025.

ACTION TAKEN this _____day of _____, 2024, in the First / Second (*circle one*) open meeting of the governing body of the above-mentioned taxing unit; as required by Section 6.03(k-1) of the Texas Tax Code for the purpose of casting votes to appointment candidate(s) to the Board of Directors of the Guadalupe Appraisal District.

_____
Signature of Presiding Officer

ATTEST: _____

_____
Title

GUADALUPE APPRAISAL DISTRICT BOARD of DIRECTORS ELECTION

ENTITY VOTING ENTITLEMENTS

as of 8/29/2024

CAD	Taxing Unit ID	Taxing Unit Name	2023 Entity Levy		2023 Total Levy		Portion of Levy (%)		Total Number of Votes	Entity Votes[1]
094-Guadalupe	094-902-02	Schertz-Cibolo UC ISD	$72,857,750	÷	$328,189,045	=	0.22200	x	5,000	**1,110**
094-Guadalupe	094-000-00	Guadalupe County	$65,364,168	÷	$328,189,045	=	0.19917	x	5,000	**996**
094-Guadalupe	094-901-02	Seguin ISD	$52,113,451	÷	$328,189,045	=	0.15879	x	5,000	**794**
094-Guadalupe	046-901-02	New Braunfels ISD	$19,720,740	÷	$328,189,045	=	0.06009	x	5,000	**300**
094-Guadalupe	094-103-03	City of Seguin	$18,630,518	÷	$328,189,045	=	0.05677	x	5,000	**284**
094-Guadalupe	094-102-03	City of Schertz	$18,590,668	÷	$328,189,045	=	0.05665	x	5,000	**283**
094-Guadalupe	094-903-02	Navarro ISD	$17,928,914	÷	$328,189,045	=	0.05463	x	5,000	**273**
094-Guadalupe	094-104-03	City of Cibolo	$15,512,054	÷	$328,189,045	=	0.04727	x	5,000	**236**
094-Guadalupe	094-904-02	Marion ISD	$15,392,499	÷	$328,189,045	=	0.04690	x	5,000	**235**
094-Guadalupe	046-902-02	Comal ISD	$10,655,417	÷	$328,189,045	=	0.03247	x	5,000	**162**
094-Guadalupe	046-101-03	City of New Braunfels	$9,186,104	÷	$328,189,045	=	0.02799	x	5,000	**140**
094-Guadalupe	105-902-02	San Marcos ISD	$3,369,279	÷	$328,189,045	=	0.01027	x	5,000	**51**
094-Guadalupe	094-202-19	Lake McQueeney WCID #1	$1,416,397	÷	$328,189,045	=	0.00432	x	5,000	**22**
094-Guadalupe	247-903-02	LaVernia ISD	$1,322,562	÷	$328,189,045	=	0.00403	x	5,000	**20**
094-Guadalupe	094-201-19	Lake Placid WCID #1	$1,270,247	÷	$328,189,045	=	0.00387	x	5,000	**19**
094-Guadalupe	015-120-03	City of Selma	$1,267,210	÷	$328,189,045	=	0.00386	x	5,000	**19**
094-Guadalupe	028-903-02	Luling ISD	$1,048,933	÷	$328,189,045	=	0.00320	x	5,000	**16**
094-Guadalupe	046-202-19	Lake Dunlap WCID	$504,075	÷	$328,189,045	=	0.00154	x	5,000	**8**
094-Guadalupe	028-906-02	Prairie Lea ISD	$455,570	÷	$328,189,045	=	0.00139	x	5,000	**7**
094-Guadalupe	094-201-04	Lone Oak MUD	$443,894	÷	$328,189,045	=	0.00135	x	5,000	**7**
094-Guadalupe	094-101-03	City of Marion	$424,243	÷	$328,189,045	=	0.00129	x	5,000	**6**
094-Guadalupe	015-115-03	City of Universal City	$267,743	÷	$328,189,045	=	0.00082	x	5,000	**4**
094-Guadalupe	094-106-03	City of Santa Clara	$115,633	÷	$328,189,045	=	0.00035	x	5,000	**2**
094-Guadalupe	094-203-19	Meadow Lake WCID #1	$102,947		$328,189,045		0.00031	x	5,000	**2**
094-Guadalupe	089-903-02	Nixon-Smiley ISD	$73,440	÷	$328,189,045	=	0.00022	x	5,000	**1**
094-Guadalupe	094-202-04	Guadalupe County MUD#4	$56,052		$328,189,045		0.00017	x	5,000	**1**
094-Guadalupe	028-102-03	City of Luling	$42,816	÷	$328,189,045	=	0.00013	x	5,000	**1**
094-Guadalupe	094-201-09	York Creek Water Dist.	$34,560	÷	$328,189,045	=	0.00011	x	5,000	**1**
094-Guadalupe	094-207-04	Sky Ranch MUD	$17,856		$328,189,045		0.00005	x	5,000	**0**
094-Guadalupe	094-204-04	Guadalupe County MUD06	$2,149		$328,189,045		0.00001	x	5,000	**0**
094-Guadalupe	105-103-03	City of San Marcos	$959	÷	$328,189,045	=	0.00000	x	5,000	**0**
094-Guadalupe	094-205-04	Guadalupe County MUD10	$197	÷	$328,189,045	=	0.00000	x	5,000	**0**
									Total Votes	5,000

Source: https://comptroller.texas.gov/taxes/property-tax/rates/index.php

Section 6.03 Board of Directors[1]

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

RESOLUTION NO. 24-R-153

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS CASTING VOTES TO ELECT DIRECTORS FOR THE GUADALUPE COUNTY APPRAISAL DISTRICT FOR THE JANUARY 2025 TERM.

WHEREAS, section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their votes by Resolution and submit results of that vote to the Chief Appraiser of the Guadalupe County Appraisal District on or before December 15, 2024; and

WHEREAS, the Chief Appraiser for Guadalupe County notified the City that it is authorized to cast two hundred and eighty-three (283) votes in the election for Guadalupe County Appraisal District Directors; and

WHEREAS, the Schertz City Council at their regular meeting held on November 12, 2024 city council meeting and will cast its vote(s) as provided for herein.

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

Section 1. The City of Schertz submits the Official Ballot, attached hereto as Exhibit A and incorporated by reference for all purposes, indicated the votes for candidate(s) for the election of the Board of Directors for the Guadalupe County Appraisal District for January term.

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. 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.

PASSED AND ADOPTED, this _____day of _____ 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Agenda No. 9.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Fire Department**
Subject:	**Resolution 24-R-152 - Approving a Contract for Architectural and Engineering Services for Fire Station 4. (S.Williams/G.Rodgers).**

BACKGROUND

The City of Schertz solicited Requests for Qualifications (RFQ) for professional architectural / engineering services related to the design and construction of Fire Station # 4. The RFQ received 15 responses from various firms. Through the evaluation process, a committee was selected consisting of several members of various City departments, and one outside member with expertise in this field. The evaluations of the submissions included interviews and reference checks with other agencies that had utilized the firm in the past. Out of the 15 submissions, 2 were selected as finalists. The department's building committee arranged to visit several fire departments around the state to look at the final products produced by the firms, as well as gain first-hand insight into the experiences of those agencies. Ultimately, Eikon was selected as the sole finalist for the services on Fire Station # 4. Council approved the contract with Eikon in September of 2023, and the project got underway. Problems began to arise after the lead architect initially involved in the project left the firm. Shortly thereafter, the second architect assigned was terminated from the firm. A project with a regional fire department was having significant issues in which the work was eventually turned over to a third party. Information being relayed to us from the agency was not timely or, when disseminated, was found to be inaccurate. The City attempted to address these issues with the assistance of our Owner's representative; however, issues with Eikon persisted. Staff consulted with the City Attorney and ultimately made the decision to terminate the contract with Eikon for Architectural and Engineering Services (A/E) for Fire Station # 4 on August 22nd, 2024. In accordance with Section 9.5 of the agreement, the City may terminate immediately upon not less than seven (7) days' written notice to the Architect for the City's convenience and without cause.

At the time of termination, Eikon had completed approximately 85% of Schematic Design Documents (SDD).

During the RFQ process, Martinez Architects was the second-highest ranked firm. In accordance with RFQ Section 1.4 Selection Process, if the City is unable to negotiate a successful agreement, the City will terminate negotiations with the first-ranked Respondent and commence negotiations with the second-ranked Respondent in the same manner. For this reason, once the contract with Eikon was terminated, the City began negotiations with Martinez Architects to provide the necessary A/E services to complete the Fire Station # 4 project. Staff, in consultation with our Owner's Representative, has determined that Martinez remains qualified to provide these services to the City and a contract was successfully negotiated - presented and attached hereto for Council's approval. Martinez will be able to use the work previously completed by Eikon (SDD) and pick up the project where they left off.

GOAL

After termination of Eikon, and previous extensive analysis of RFQ responses, the city staff determined that Martinez is well qualified to provide required services.

COMMUNITY BENEFIT

The firm is reputable and has provided Architectural and Engineering services to several other fire departments throughout the region. With their experience in the public sector, City Staff feel that Martinez will be able to provide a product that is able to last for several decades to come.

SUMMARY OF RECOMMENDED ACTION

City Staff have determined that it is in the best interest of the City to enter into an agreement with Martinez for architectural and engineering services for Fire Station 4.

FISCAL IMPACT

Under the previous contract with Eikon, the amount payable under the agreement was 9.25% of construction costs, which were estimated at $10,000,000. The total amount spent with Eikon prior to termination was $121,887.

The amount payable under the agreement with Martinez Architecture shall be 8.85% of construction costs, which are still estimated at $10,000,000.

There is $12,000,000.00 available for this project from the 2022 GO Bond issuance which will cover the current estimate for the design and construction.

RECOMMENDATION

Approval of Resolution 24-R-152.

Attachments

Evaluation Matrix

Eikon - Notice of Termination

Resolution 24-R-152 with attachments

PROJECT # 2023-003 **EVALUATION SUMMARY**

Project Name: FIRE STATION 4 ARCHITECT / ENGINEERING SERVICES **Date:** 9/17/2023

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	BEATY PALMER ARCHITECTS	BRINKLEY SARGENT WIGINTON	BROWN REYNOLDS WATFORD ARCHITECTS	BURDITT	DEMUNBRUN SCARNATO ASSOC	EIKON	MARTINEZ ARCHITECTS	MCKINNEY YORK ARCHITECTS	MRB GROUP	PGAL	RPGA DESIGN GROUP	RVK ARCHITECTURE	SEH	WEST EAST DESIGN GROUP
Firm & Individual Qualifications	50	3.20	3.40	3.35	3.30	2.75	3.70	3.75	3.00	2.70	3.45	3.30	3.15	3.15	2.90
		40.00	**42.50**	**41.88**	**41.25**	**34.38**	**46.25**	**46.88**	**37.50**	**33.75**	**43.13**	**41.25**	**39.38**	**39.38**	**36.25**
Capacity to Perform Work	20	2.90	2.90	3.00	2.75	2.45	3.70	3.30	2.85	2.50	2.75	2.65	2.70	2.85	2.75
		14.50	**14.50**	**15.00**	**13.75**	**12.25**	**18.50**	**16.50**	**14.25**	**12.50**	**13.75**	**13.25**	**13.50**	**14.25**	**13.75**
References	25	2.80	3.05	2.20	2.70	2.45	3.60	3.45	2.90	1.60	2.75	2.60	2.40	3.00	2.20
		17.50	**19.06**	**13.75**	**16.88**	**15.31**	**22.50**	**21.56**	**18.13**	**10.00**	**17.19**	**16.25**	**15.00**	**18.75**	**13.75**
Proposed Design Schedule	5	2.85	3.40	0.35	3.00	0.45	3.30	1.65	0.45	0.45	2.65	2.25	2.95	3.30	3.05
		3.56	**4.25**	**0.44**	**3.75**	**0.56**	**4.13**	**2.06**	**0.56**	**0.56**	**3.31**	**2.81**	**3.69**	**4.13**	**3.81**
Average Total %	**100**	75.56	80.31	71.06	75.63	62.50	91.38	87.00	70.44	56.81	77.38	73.56	71.56	76.50	67.56
Rank		7.00	3.00	10.00	6.00	13.00	1.00	2.00	11.00	14.00	4.00	8.00	9.00	5.00	12.00

August 22, 2024

EIKON Consulting Group, LLC
Attn: Brad Isbell
1405 W. Chapman Dr.
Sanger, TX 76266

RE: NOTICE OF CONTRACT TERMINATION & PROJECT CLOSE-OUT

This letter is official notice of the termination of the agreement between the City of Schertz, hereinafter referred to as "the Owner", and EIKON Consulting Group, LLC, hereinafter referred to as "Architect," for Architectural / Engineering services related to the design and construction of Fire Station # 4 executed on September 26, 2023.

The Owner first communicated intent to terminate the agreement during a teleconference meeting on July 31, 2024, at which representatives of both Owner and Architect were present.

In accordance with Section 9.5 of the agreement, the Owner may terminate immediately upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

In accordance with Section 9.7 of the agreement, the Owner shall compensate the Architect for services provided prior to termination, reimbursable expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Please remit final invoice for payment within fifteen (15) days of receipt of this notice.

Attached hereto as Exhibit A is a list of all Architectural / Engineering Contract Documents and Digital Files requested by the Owner. Please provide all requested documents and files within fifteen (15) days of receipt of this notice.

If there are other close-out steps requested by Architect, please provide a list of those steps to the Owner within fifteen (15) business days of receipt of this notice.

Thank you,

Jessica Kurz, MPA, PHR, SHRM-CP
Director of Human Resources & Purchasing
Office: 210.619.1152
Fax: 210.619.1159
jkurz@schertz.com

Enclosure

Exhibit A

We are requesting all of the Architectural and Engineering Contract Documents and Digital Files as follows:

Contract Documents

- Original contract and any amendments.
- Terms and conditions.
- Scope of work.
- Deliverables schedule.
- Payment schedule.
- Signed agreements and sub-agreements with subcontractors and consultants.

Drawings and Models

- Revit Models
- Latest version of the Revit model(s).
- All linked Revit files.
- Family files used in the project.
- CAD Files
- DWG files of all plans, elevations, sections, and details.
- DXF files.
- 3D CAD models (if applicable).
- Layered CAD files with a clear layer list.

Specifications

- Any specification revisions or addenda.

Reports and Logs

- Meeting minutes and logs.

Software Files

- Native software files (e.g., Revit, AutoCAD, word, excel SketchUp, etc.).
- Simulation files (e.g., energy simulations, daylighting simulations).
- Design optimization files.

Correspondence and Communication

- Email correspondences related to the project.
- Project meeting minutes and notes.

Other Documents

- Design narratives.
- Renderings and visualizations.
- Presentation files (PowerPoint, PDFs).
- Marketing and promotional materials related to the project.
- Health and safety plans.
- Risk assessments.

Digital File Organization

- File directory structure used for project documentation.
- Access to project management software or tools used (e.g., Procore, Aconex).
- Version history of all digital files.

RESOLUTION NO. 24-R-152

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SERVICES RELATED TO THE DESIGN AND CONSTRUCTION OF FIRE STATION NUMBER 4 AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the "City") solicited Requests for Qualifications (RFQ) for professional architectural/engineering services related to the design and construction of Fire Station #4 , and

WHEREAS, after extensive analysis of the responses, City staff determined that Martinez Architecture is well qualified to provide the required services, and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement with Martinez Architecture.

NOW 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 execute an agreement (as shown in Exhibit A) with Martinez Architecture for professional architectural/engineering services related to the design and construction of Fire Station #4. The amount payable under this Agreement shall be 8.85% of construction costs, estimated at $10,000,000. Compensation for Supplemental and Additional Services of the Architect's consultants when not included in the base services shall be the amount invoiced to the Architect plus 8.85%.

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 12th day of November, 2024.

CITY OF SCHERTZ, TEXAS

_____

Mayor, Ralph Gutierrez

ATTEST:

_____

City Secretary, Sheila Edmondson

(CITY SEAL)

EXHIBIT “A”

Fire Station 4 - Architecture and Engineering Contract

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15 day of October in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Schertz Purchasing Department
Steve Williams, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

and the Architect:
(Name, legal status, address and other information)

Martinez Architects, LP
900 Rockmead, Suite 250
Kingwood, Texas 77339

for the following Project:
(Name, location and detailed description)

Schertz Fire Station No.4
Wiederstein Rd.
The scope of this project is to develop construction documents for a new Fire Station No.4 to be located on approximately 10 acres located on Wiederstein Road near the intersection of Schertz Parkway in Schertz, Texas. The intent of the programming process is to develop viable and flexible concepts that meet all of the current and projected needs of the fire station which will be determined through the programming phase. The total acreage necessary for the fire station will be determined through this process as well due to the fact the City owns a total of approximately 30 acres in which the remaining acreage may be utilized by the City for other purposes. The fire station will be designed with a landscaped buffer between the rest of the property. The initial programing and schematic design phases has been provided by the Owner for development. Initial estimated size of the building with the project understanding at this point is approximately 15,000 square feet and one story. It is desired to have an auxiliary 150 s.f. storage building (PEMB) on the site with a fire hydrant and large paved area if the project budget allows.

It is Martinez Architects, LP understanding that the building program includes a new fire station to accommodate eight vehicle drive-thru bays which may be accomplished by double stacking four (4) 100' deep apparatus bay spaces. The apparatus bays will include heaters (radiant or unit), trench drains, planned training prop areas (utilizing mezzanine spaces etc.) and HVLS fans. Support spaces such as Decontamination area, SCBA, bunker gear room, extractor and tool/work room as determined from the programming and schematic design.

The station will include a full kitchen with individual pantries for the shifts, dining room, sleeping quarters, officer's quarters, day room, laundry facilities, locker rooms and showers. There will be a public lobby and restroom space, planning and accommodations for an EOC with limited dispatch capabilities, Community/training room, two (2) or three

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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(3) offices and a study area, fitness room, outdoor cooking/dining area, mezzanine storage and IT/server room. Other areas may be identified during the programming phase to include items such as electrical rooms, janitorial area and storage spaces. The entire station will be on a generator with a desire to operate and function for a longer period than the code minimum.

The location for the project may require the existing paved road to be improved or widened at the entrance locations to the facility. Martinez Architects will work with the City to determine the exact requirements based on the survey once received and the future plans for the roads with public works and engineering. Any offsite work shall be provided under an amendment to this agreement.

The facility will be designed to allow as much efficiency of use for the acreage and the concrete drive widening. All utilities are present along Wiederstein Road and adequate for the project needs. Site design for the facility will include the driveways, parking and TDLR required accessibility etc.

The project budget is approximately $10,000,000 for construction of the facility. It is our understanding the City of Schertz has engaged a project manager for the project which will coordinate our architecture and engineering services with the City and the Contractor.

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The initial phase of the project will include the following elements, at a minimum:
Fire Station of approximately 15,000 to 25,000 square feet including:
8 vehicle, double stack, 100' deep drive through apparatus bay with vehicle exhaust systems
Public lobby and restrooms
Fully EOC capable
Community/training room
MEP Equipment and Generator w/ 750 gallons fuel
2 to 3 offices and a study
Storage areas
Full-service kitchen with individual pantries and refrigerators
Dining room
Day room
Locker rooms and bathrooms
Dorm rooms
Officer quarters
Laundry room
Bunker gear room
Exercise room
SCBA Air Cascade room

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Decontamination room
Tool and equipment storage rooms
IT / Data room
Mezzanine storage
Outdoor cooking area
Additional facility for storage and vehicle/equipment maintenance
Various planned training props

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be established by The City of Schertz at a later date

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$10,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

100% Construction Documents = April 18, 2025

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A, Sustainable Objectives are not applicable to this project.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements as an additional service with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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(List name, address, and other contact information.)

Derek Bird, AG/CM, dbird@agcm.com, 210-592-3110

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

NA

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2
(Paragraphs deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

Surveyor

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

IMEG
4630 N. Loop 1604.
San Antonio, Texas 78249

.2 Mechanical/Electrical/Plumbing Engineer:

Emerald MEP, LLC

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1100 NW Loop 410, Suite 700
San Antonio, Texas 78213

.3 Civil Engineer:

Hill Country Civil, LLC
1042 Northpark Ridge
New Braunfels, Texas 78130

.4 Technology:

Combs Consulting Group
1022 River Road E#2
Boerne, Texas 78006

§ 1.1.11.2 Consultants retained under Supplemental Services:

Registered Accessibility Specialist (RAS)

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million ($ 1,000,000) for each occurrence and two million ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million ($ 1,000,000) each accident, one million ($ 1,000,000) each employee, and one million ($ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million ($ 2,000,000) per claim and two million ($ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

(Paragraphs deleted)

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also

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compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

(Paragraphs deleted)

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

(Paragraphs deleted)

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda

(Paragraph deleted)

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

(Paragraphs deleted)

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda

(Paragraph deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known

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deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or

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procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Architect Specifications – Additional Services
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Martinez Architects,LP will engage a RAS for the required TDLR review/inspection and a Landscape Architect identified in 1.1.11.2.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner shall provide Martinez Architects. LP with all pertinent information necessary for the completion of design and construction documents as identified in the table above.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Monthly visits to the site by the Architect during initial phase of construction and progressing to Bi-Monthly when the structural system is erected and dried-in (exterior wall and roof assemblies).
.3 one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 one (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

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permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)
$ 885,000

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Included in Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional services and fees to be presented as determined necessary

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

To be presented to Owner for prior approval

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (		%)
Design Development Phase	forty	percent (	40	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase		percent (		%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on

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those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)
N/A	

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1
(Paragraphs deleted)
NA

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 0 percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of N/A ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid N/A ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

N/A %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[N/A] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Steve Williams, City Manager	Ricardo Martinez, AIA
(Printed name and title)	*(Printed name, title, and license number, if required)*

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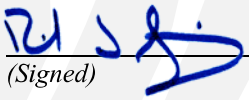
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ricardo Martinez, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 23:18:04 ET on 10/27/2024 under Order No. 4104245869 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal

(Title)

10.27.24

(Dated)

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Agenda No. 10.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Planning & Community Development**
Subject:	**Ordinance 24-S-154 - Approving amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5, Section 21.5.9- Special Districts, and Article 9, Section 21.9.3- Lots, Section 21.9.8- Screening and Fencing, Section 21.9.9- Tree Preservation and Mitigation, Section 21.9.12- Site Plan Process, and Article 16 - Definitions.** ***Final Reading*** **(B.James/L.Wood/D.Marquez)**

BACKGROUND

As per Unified Development Code Section 21.4.7, City Council from time to time, or on its own motion, or at the recommendation of City Staff make amendments, change or modify any portion of the UDC to establish and maintain sound and stable development.

Staff periodically reviews the development process to make improvements, which includes reviewing the Unified Development Code for clarity and cohesion. The proposed UDC amendments, which were initiated by the Planning Division Staff, are meant to clarify the intent of the Unified Development Code and clean up lingering language removed from previous amendments.

The proposed UDC amendments include modifications to the following Articles and Subsections:

- Article 5, Section, 21.5.9- Special Districts; to remove Agricultural Conservation Planned Development District (ACPDD), Mixed Use Planned Development District (MUPDD), and Design Overlay District (DO)
- Article 9, Section 21.9.3 - Lots; to remove the requirement to show building setbacks on plats
- Article 9, Section 21.9.8 - Screening and Fencing; to modify the prohibited materials to include a clarification
- Article 9, Section 21.9.9 - Tree Preservation and Mitigation; to remove tables that are no longer in the UDC, and to modify the exempted trees table
- Article 9, Section 21.9.12 - Site Plan Process; to remove applications that require an approved site plan
- Article 16 -Definitions; to add clarification to the Mixed-Use Self-Storage definition.

Proposed Amendments

Staff is proposing modifications to the following UDC Articles and Sections:

Article	UDC Section	Current Unified Development Code	Proposed Unified Development Code
Article 5	Section 21.5.9; specifically Subsection C	Agricultural Conservation Planned Development District (ACPDD)	Proposing to remove the statement of purpose and intent of this Special District, which can no longer be requested for consistency.

Article 5	Section 21.5.9; Specifically Subsection F	Mixed Use Planned Development District (MUPDD)	Proposing to remove the statement of purpose and intent of this Special District, which can no longer be requested for consistency.
Article 5	Section 21.5.9; Specifically Subsection G	Design Overlay District (DO)	Proposing to remove the statement of purpose and intent of this Special District, which can no longer be requested for consistency.
Article 9	Section 21.9.3; Specifically Subsection K	Required all minimum building setback lines and crosswalks to be shown on all plats.	Proposing to remove this language for consistency with the development manual. Proposing to remove the definition of front line setback from this location.
Article 9	Section 21.9.8;Specifically Subsection A.2.a.i	i. Fences may be constructed of pressure treated wood, decorative metal, chain link or similar woven wire mesh, stone, brick, or other materials traditionally used in private fence construction.	i. Materials Permitted. Fences may be constructed of chain link or similar woven wire mesh (provided no screening is attached), pressure treated wood, decorative metal, stone, brick, or other materials traditionally used in private fence construction.
Article 9	Section 21.9.8; Specifically Subsection A.2.b	b. Prohibited Materials. Chicken wire and barbed wire are prohibited except on parcels or lots one acre or greater in size in conjunction with the containment of livestock or farm animals.	b. Prohibited Materials. Chicken wire and barbed wire are prohibited except on parcels in conjunction with agricultural operations.
Article 9	Section 21.9.8; Specifically, Subsection B.2.a	a. Materials Permitted. Fences may be constructed of pressure treated wood, decorative metal, chain link or similar woven wire mesh, stone, brick, above ground electrical fencing or other materials traditionally used in private fence construction.	a. Materials Permitted. Fences may be constructed of chain link or similar woven wire mesh (provided no screening is attached), pressure treated wood, decorative metal, stone, brick, or other materials traditionally used in private fence construction.
Article 9	Section 21.9.8; Specifically Subsection B.2.b	b. Prohibited Materials. Hog wire or chicken wire, screening slats with chain link, and barbed wire are prohibited except on parcels or lots one acre or greater in size in conjunction with the containment of livestock or farm animals.	b. Prohibited Materials. Chicken wire and barbed wire are prohibited except on parcels in conjunction with agricultural operations.

Article 9	Section 21.9.8; Specifically Subsection C.1.b	b. Parcels or lots one (1) acre or greater in size located in the RA zoning district and used in conjunction with the containment of livestock or farm animals.	b. Parcels or lots used in conjunction with agricultural operations are exempt from the screening wall requirements of this section.
Article 9	Section 21.9.9; Specifically Subsection B.3.f	f. Protected Class trees from the Undesirable Trees list in table 21.9.7.F (A waiver to mitigation for Heritage class trees may be request).	Proposing to remove this subsection as table 21.9.7.F no longer exists in the UDC.
Article 9	Section 21.9.9; Specifically Subsection B.3.h	Hackberry, Eastern Red Caedar, Common Ashe Juniper, Chinaberry, Mesquite, and Ligustrum are listed as the only Exempted Trees in Table 21.9.9.	Proposing to modify table 21.9.9 by adding additional invasive tree species.
Article 16	Definitions	Mixed-Use Self-Storage	A climate-controlled building(s) containing ground floor retail, service, or office space with separate, individual self-storage units for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within the individual storage units. Such building(s) shall be a minimum of 45-feet in height.

GOAL

To amend the Unified Development Code Article 5, Section 21.5.9- Special Districts, and Article 9, Section 21.9.3- Lots, Section 21.9.8- Screening and Fencing, Section 21.9.9- Tree Preservation and Mitigation, Section 21.9.12- Site Plan Process, and Article 16- Definitions.

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

When staff evaluates Unified Development Code Amendments, they use section 21.4.7.D Criteria for approval. The criteria are listed below.

1. The proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient, and healthful development of the City.

Staff proposes UDC amendments from time to time to proactively better the Unified Development Code that governs development within the City of Schertz. The proposed amendments are necessary for consistency with changes already made to the Unified Development Code.
Additionally, they provide clarification on sections of the Unified Development Code Sections used by multiple departments.

The proposed amendments to Article 9, Section 21.9.9. add invasive tree species to the Exempt Tree Table that are not desirable and are classified as invasive to our area. The proposed amendments to Article 9, Section 21.9.9, have been reviewed by the Parks, Recreation and Community Services Director, and there are no objections to the amendments. Additionally, Staff met with a representative of the Texas A&M Forest Service to discuss the proposed additional exempt tree species.

2. An amendment to the text is consistent with other policies of this UDC and the City;

The proposed amendments are meant to clean up lingering UDC language that has remained and to clarify the intent of the UDC.

3. Any proposed amendment is consistent with the goals and objectives of this UDC and the City; and

The proposed Unified Development Code amendments are consistent with the goals and objectives of this UDC and the City as they are meant to help keep the UDC consistent with previously approved amendments. The Operational Values of the City include being proactive and service-oriented. By being proactive with these proposed UDC amendments, Staff can provide a better experience within the development process.

4. Other criteria which, at the discretion of the Planning and Zoning Commission and the City Council are deemed relevant and important in the consideration of the amendment.

Staff has ensured all UDC requirements have been met for the proposed Unified Development Code Amendments and at this time have not received special considerations from the Planning and Zoning Commission. At the October 22, 2024 City Council meeting, Council proposed amendments to clarify fence material requirements for public schools.

RECOMMENDATION

Staff Recommendation

The proposed UDC amendments promote consistency throughout the UDC and provide additional clarity in the development process. Staff recommends approval of Ordinance 24-S-154, amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), Article 5, Section 21.5.9- Special Districts, and Article 9, Section 21.9.3- Lots, Section 21.9.8- Screening and Fencing, Section 21.9.9- Tree Preservation and Mitigation, Section 21.9.12- Site Plan Process, and Article 16-Definitions.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission met on September 4, 2024, held a public hearing, and made a recommendation of approval to City Council with a 6-0 vote.

City Council

The Schertz City Council held a public hearing on October 22, 2024, and voted to approve Ordinance 24-S-154 unanimously, with the amendment to add clarification to the allowable fence screening materials for schools. Ordinane 24-S-154, redlines, and the presentation were updated to reflect the change.

Attachments

Ordinance 24-S-154 with Attachments

Proposed UDC Amendments RED LINES
City Council Presentation Slides

ORDINANCE NO. 24-S-154

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING PART III SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 5 ZONING DISTRICTS, ARTICLE 9 SITE DESIGN STANDARDS, AND ARTICLE 16 DEFINITIONS.

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz (the "City") adopted and Amended and Restated the Unified Development Code on April 13, 2010, as further amended (the "Current UDC"); and

WHEREAS, City Staff has reviewed the Current UDC and have recommended certain revisions and updates to, and reorganization of, the Current UDC; and

WHEREAS, on September 4, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval; and

WHEREAS, on October 22, 2024, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and are in the interest of the public safety, health, and welfare.

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

Section 1. The Current UDC is hereby amended as set forth on Exhibit A hereto.

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

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

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

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

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

Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

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

PASSED ON FIRST READING, the _____ of _____ 2024.

PASSED, APPROVED and ADOPTED ON SECOND READING, the _____ of _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

(city seal)

Exhibit “A”
Proposed Unified Development Code (UDC) Amendments
Article 5- Zoning Districts, Article 9- Site Design Standards, and Article 16- Definitions

Sec. 21.5.9. Special districts.

A. *Air Installation Compatible Use Zone District (AICUZ).*

1. Established to provide control on encroachment around a military airfield, encroachment that could destroy the harmonious relationship existing between the local community and a military airfield. This could eventually lead to the removal of the airfield, which would affect the economy of the area. Restrictions established in accordance with suggested guidelines and studies published by the military will control the development, construction and density of the area. The area is subject to high frequency of noise from aircraft and is at high risk to potential aircraft accidents. All uses and regulations contained within the AICUZ shall be in accordance with the AICUZ study and regulations published by Randolph Air Force Base.

2. A request for development that is not a permitted use by the AICUZ Study, as adopted by the City, or a request for zoning change for property located within the AICUZ requires written notification to Randolph Air Force Base (RAFB) of the proposed development, type occupancy, occupant load, hours of operation, and any special conditions of the project that may include noise, dust, smoke emissions, etc., and any proposed request for a zone change within the AICUZ, with applicable reference the Standard Land Use Code Manual (SLUCM) as adopted in the AICUZ Study. An acknowledgment from RAFB will be requested on the proposed development within 60 days. RAFB may conclude that the proposed development or zoning change should be permitted. Unless RAFB affirmatively recommends to the City that the proposed development or zoning change in the AICUZ be permitted, the development or zoning change will not be approved by the City. Failure on the part of RAFB to respond within 60 days will be deemed to be disapproval.

B. *Planned Development District (PDD).* A contiguous land area of a minimum size, as specified by this UDC and this Article, to be planned and developed using a common master zoning plan, and containing one or more uses and appurtenant common areas.

C. Reserved.

(Ord. No. 13-S-22, § 5, 7-16-2013)

Sec. 21.9.3. Lots.

A. Lot sizes and dimensions shall conform to the minimum requirements of the appropriate zoning district. The lot area shall be computed including all easements. Changes in the required lot sizes and dimensions may only be allowed through rezoning or through the granting of a variance by the BOA. No lot shall be approved which does not meet the minimum requirements of the appropriate zoning district.

B. In residential subdivisions not served by public sewer, the Planning and Zoning Commission shall require the developer to cause a percolation test to be made. In no case will the lot size in such subdivision be less than one-half acre (21,780 square feet). This is the responsibility of the County Health Inspector.

C. Depth and width of properties laid out for commercial or industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.

D. Corner lots shall have sufficient width to permit the required building setback and proper orientation to both streets. Lots abutting crosswalks shall be treated as corner lots.

E. Where a residential lot backs up to a railroad right-of-way, high pressure gas line, industrial area or any other land use which may have a dangerous effect on residential property, and where no marginal access street or other street is provided at the rear of such lot, an additional depth of 25 feet shall be required. Where a lot sides to any of the above, an additional width of 15 feet shall be required. A planting screen or non-access easement of at least ten feet shall be provided along the line of lots abutting a railroad right-of-way, high pressure gas line, industrial area or any other land use which may have a dangerous effect on residential property.

F. Residential lots located on a cul-de-sac shall be at least fifty feet (50') wide at the building line.

G. Residential lots shall be oriented to take advantage of topography; the best relationship to the overall design of the neighborhood; and to minimize the effects of any surrounding depreciating land uses.

H. There shall be no residential lots facing directly upon a major street.

I. All side lines of lots shall be perpendicular to straight street lines and radial to curved street lines except where a waiver to this rule will provide a better street and lot layout.

J. Every lot shall be provided with adequate access to a public street, either by direct frontage on such street, or by public access easement approved by the Planning and Zoning Commission. Rear and/or side driveway access to major streets shall be prohibited.

K. In no event shall setback lines be less than those required by the applicable zoning district.

Sec. 21.9.8. Screening and Fencing.

A. *Fences and Screening in Residential Areas.*

1. *Height.*

a. No fence, screen, or wall shall exceed eight feet (8') in height. No fence, screen, or wall within a required front yard shall exceed four feet (4') in height. Fences constructed in the front yard shall be non-opaque, decorative fences and shall not interfere with the sight visibility triangle as required by this UDC or any other applicable City ordinances, codes or regulations.

b. Exceptions:

i. A fence not to exceed six feet (6') in height may be installed in the front yard of property located in a Residential Agricultural (RA) District which is not in a mandatory homeowners' association or within the jurisdiction of a mandatory architectural review committee and which contains a minimum of two (2) acres.

ii. A fence not to exceed six feet (6') in height may be installed in the front yard of property located in a Residential Agricultural (RA) District which is in a mandatory homeowners' association or within the jurisdiction of a mandatory architectural review committee with the written approval of the homeowners' association or the architectural review committee, which approval must accompany the application for fence permit.

iii. Any such fence under this paragraph (b) shall be a non-opaque decorative fence which shall not interfere with the sight visibility triangle as required by this UDC or any other applicable City ordinances.

2. *Fence Materials.*

a. *Materials Permitted.*

i. Fences may be constructed of chain link or similar woven wire mesh (provided no screening is attached), pressure treated wood, decorative metal, stone, brick, or other materials traditionally used in private fence construction.

ii. Decorative fences shall be constructed of pressure treated wood picket, decorative metal, stone or brick, or a combination thereof. Solid surface area of any decorative fence shall not exceed fifty percent (50%) of the total surface area. Above ground electrical fencing shall be permitted in accordance with the building code.

b. Prohibited Materials. Chicken wire and barbed wire are prohibited except on parcels or lots in conjunction with agricultural operations.

3. *Fences within Easements.* Fences within a public easement shall have a gate or removable panel to allow for maintenance access to such easement. The City shall not be responsible for damage to any fence that may occur as a result of maintenance within the easement. Fences located within drainage easements shall be equipped with a bar screen at the bottom to allow for proper drainage flow.

B. *Fences in Nonresidential and Multifamily Areas.*

1. *Height.* No fence, screen, or wall shall exceed eight feet (8') in height. No fence, screen, or wall within a required front yard shall exceed eight feet (8') in height. Fences constructed in the front yard shall be non-opaque and shall not interfere with the sight visibility triangle as required by this UDC or any other applicable City ordinances, codes and regulations. All fences for public water and wastewater facilities are allowed to be opaque.

2. *Fence Materials.*

a. *Materials Permitted.* Fences may be constructed of chain link or similar woven wire mesh (provided no screening is attached), pressure treated wood, decorative metal, stone, brick, above ground electrical fencing or other materials traditionally used in private fence construction.

i. For Public Schools and City of Schertz owned properties, screening is allowed on chain link or similar woven wire mesh, with approval by the City Manager or his/her designee.

b. *Prohibited Materials.* Chicken wire and barbed wire are prohibited except on parcels or lots in conjunction with agricultural operations . Three strand barbed wire on top of chain link fencing is permitted when associated with public water and wastewater facilities and when not visible from public rights-of-way or adjacent properties.3. *Fences Adjacent to Residential Property*. Where any nonresidential or multifamily use, lot or parcel except public schools is adjacent to or separated by only a local street or alley from a lot or parcel that is zoned for single family residential use, the nonresidential or multifamily use shall construct a masonry screening wall a minimum of eight feet (8') in height.

a. The screen shall be located no closer to the street than the property line. Such screening wall shall be maintained in good condition.

b. Any sections of this UDC or any other City ordinances, codes or regulations concerning sight obstructions of intersections shall be applicable to the screen where it is intersected by a right-of-way.

c. Where any nonresidential or multifamily use, lot or parcel is located in such a manner so as to be at a higher elevation than an adjacent lot or parcel that is zoned for single family residential use, the required masonry screening wall shall be constructed on the higher elevation so as to mitigate the adjacent residential property from the impacts of the adjacent use.

d. Due to the flexibility in residential/nonresidential for the Main Street Mixed Use (MSMU) and Main Street Mixed-Use - New Development (MSMU-ND) zoning districts, the masonry wall requirement is not applicable.

4. *Screening of Trash Receptacles.* All trash receptacles shall be screened from public view by a solid screening wall a minimum of eight feet (8') in height and constructed of a masonry material. Gates shall be of solid metal and shall be closed at all times except when loading and unloading.

5. *Fences within Public Easements.* Fences within a public easement shall have a gate or removable panel to allow for maintenance access to such easement. The City shall not be responsible for damage to any fence that may occur as a result of maintenance of any utility within the easement.

6. *Gates for Vehicular Access.* Gates designed for vehicular access shall be set back from the property line a minimum of twenty-four feet (24').

C. *Screening Along Arterial Roadways.*

1. *Requirement Criteria.*

a. Where subdivisions are platted so that the rear or side yards of single-family residential lots are adjacent to a principal or secondary arterial roadway as described in section 21.14.1, or are separated from a principal or secondary arterial roadway by an alley, the developer shall provide, at its sole expense, a minimum eight foot (8') tall masonry screening wall. All screening shall be adjacent to the right-of-way or property line and fully located on the private lot(s), including columns and decorative features. Any sections of this UDC or any other City ordinances, codes or regulations concerning sight obstructions of intersections shall be applicable to the screen where it is intersected by a right-of-way.

b. Parcels or lots used in conjunction with agricultural operations are exempt from the screening wall requirements of this section.

2. *Screening Alternatives.* An alternative form of screening, in-lieu of the masonry wall, may be approved by the Planning and Zoning Commission with the Preliminary Plat application. Alternatives that may be considered include:

   a. a living/landscaped screen in conjunction with decorative metal (e.g., wrought iron) fence sections with masonry columns;

   b. a combination of berms and living/landscaped screening;

   c. a combination of berms, decorative masonry walls and living/landscaped screening, either with or without a decorative metal or "FenceCrete" type of fence with masonry columns; or

   d. some other creative screening alternative may be approved if it meets the spirit and intent of this section, if it is demonstrated to be long-lasting and generally maintenance-free, and if the Planning and Zoning Commission find it to be in the public interest to approve the alternative screening device.

3. *Time required for opacity.* Any required screening device shall be, or shall achieve, at least six feet (6') in height and at least ninety percent (90%) opacity within three (3) years of initial installation/planting.

4. *Maintenance Easement.* A wall/screening maintenance easement at least five feet in width shall be dedicated to the home owners association on the private lot side and adjacent to the entire length of the screening wall or device for maintenance and repair of the screening wall.

5. *Installation.* The screening/wall/device shall be installed prior to final acceptance of the subdivision public improvements. All landscape materials, if utilized, shall be installed in accordance with section 21.9.7. Failure to properly install all components of a required screening wall or device within the prescribed time frame shall constitute a violation of this UDC, and shall authorize the Public Works Director to refuse acceptance of the subdivision public improvements.

6. *Design of Walls.* All masonry, wrought iron, steel or aluminum screening wall plans and details must be designed and sealed by a licensed professional engineer, and must be approved by the City Manager or his/her designee. Use of chain-link, chicken-wire, hog-wire fencing, and any other material similar in appearance and quality is expressly prohibited for meeting the requirements of this section.

7. *Height of Screening.* The height of required screening devices, including spans between columns, shall be a minimum of six feet (6') and shall be no more than eight feet (8'). Decorative columns, pilasters, stone caps, sculptural elements, and other similar features may exceed the maximum height by up to two feet (2') for a total maximum height of ten feet (10') for these features.

8. *Other Easements.* Screening fences, walls and devices shall not be constructed within any portion of a utility or drainage easement unless specifically authorized by the City Manager or his/her designee and by any other applicable utility provider(s).

(Ord. No. 16-S-27, § 5, 8-30-2016; Ord. No. 18-S-24, § 1(Exh. A), 8-7-2018; Ord. No. 19-S-22, § 1(Exh. A), 9-3-2019; Ord. No. 21-S-26, § 1(Exh. A), 7-6-2021)

Sec. 21.9.9. Tree Preservation and Mitigation.

A. *Purpose and Intent.*

1. The purpose of this section is to conserve, protect and enhance existing healthy trees and natural landscape. It is recognized that the preservation of existing trees contributes to the overall quality and environment of the City. Trees can and do contribute to the processes of purification, oxygenation, regeneration, groundwater recharge, reduction of pollution and contaminants in aquifers, erosion and dust control, abatement of noise, provision of wildlife habitat and enhancement property values. Indiscriminate clearing or stripping of natural vegetation on any parcel is prohibited.

2. It is hereby declared the intent of the City to encourage the preservation of all trees within the City limits. While the layout of a property with respect to the placement of buildings, parking facilities and other site requirements is at the discretion of the developer of the property, it is the policy of the City to promote site layout and design in a manner which preserves the maximum amount of Protected Class and Heritage Class trees possible.

B. *Applicability and Exemptions.*

1. The provisions of this section are applicable to the following:

   a. all new residential and nonresidential development within the City except public schools;

   b. redevelopment of any residential or nonresidential property within the City that results in an increase in the building footprint or the total destruction and reconstruction except public schools;

   c. any grading, filling or clearing of land in the City limits; and

   d. any selective or individual removal of any Protected Class or Heritage Class Tree in the City limits.

2. The following definitions shall be applicable to the provisions of this section:

   a. *Protected Class Trees.* Trees having a DBH (diameter at breast height measured four and one half feet above existing ground level) between eight inches (8") and less than twenty-four inches (24") are designated as "Protected Class Trees".

   b. *Heritage Class Trees.* Trees having a DBH greater than or equal to twenty-four inches (24") are designated as "Heritage Class Trees".

   c. *Damage.* Damage shall be considered any injury to a tree including, but not limited to:

      i. uprooting;

      ii. severance of the root system or main trunk;

      iii. storage of topsoil, construction materials, debris or chemicals within the drip line area;

      iv. compaction of soil within the drip line area;

      v. a substantial change in the natural grade above a root system or within the drip line area;

      vi. pruning or removal of more than twenty-five percent (25%) of the living tissue; or

      vii. Paving with concrete, asphalt or other impervious material within the drip line area. Tree grates or tree wells may be provided to preserve pervious surface within the drip line area.

3. The following are exempt from the preservation, mitigation and permitting requirements of this section:

a. Protected Class Trees located within the area of a proposed on-site sewage facility (OSSF) (A waiver to mitigation for Heritage Class trees may be requested);

b. Protected Class and Heritage Class Trees located within a right-of-way to be dedicated to and maintained by the City and shown on the City's Master Thoroughfare Plan;

c. Protected Class Trees located within any utility easement, Heritage Class Trees located within any utility easement are exempt from preservation requirements only (A waiver to mitigation for Heritage Class trees may be requested);

d. Protected Class and Heritage Class trees damaged or destroyed by floods, fire, wind or other natural causes;

e. Dangerous, diseased, damaged, dead or dying Protected Class or Heritage Class trees as determined by a tree survey and a letter from a certified Texas Arborist; provided, notwithstanding the title of this section; and

f. Protected Class and Heritage Class trees located on property that has an existing one family or two-family dwelling that is occupied.

g. Protected Class and Heritage Class trees of the following exempted tree species:

Table 21.9.9 Exempted Trees	
Common Name	Scientific Name
Hackberry	Celtis occidentalis
Eastern Red Cedar	Juniperus virginiana
Common Ashe Juniper	Juniperis ashei
Chinaberry	Melia azedarach
Mesquite	Prosopis spp.
Ligustrum	Ligustrum spp.
Tree-of Heaven	Ailanthus altissima
Chinese Tallow	Triadica sebifera
Chinese Privet, Glossy (Japanese) Privet	Ligustrum sinense
Paper Mullberry	Broussonetia papyrifera
Salt Cedar	Tamarix spp.
Chinese Pistache	Pistacia chinensis
Vitex	Vitex agnus-castus
Japanese Honeysuckle	Lonicera Japonica
Nandina	Nandina domestica
Princess Tree	Paulownia tomentosa
Huisache or Sweet Acia	Acacia Farnesiana
Box Elder	Acer negundo
Mimosa	Albizia julibrissin
Golden-Rain Tree	Koelrenteria paniculata
Bradford Pear	Pyrus calleryana
Japanese Plum	Prunus salicina
Lombardy popular	Populus nigra “italica”
Chinese Parasol/ Varnish Tree	Firmiana simplex
Chinese Loquat or Loquat	Eriobotrya japonica

Crape Myrtle	Lagerostroemia indica

C. *Tree Preservation.* The existing natural landscape character, especially native oaks, elms, and pecan trees, shall be preserved to the maximum extent reasonable and feasible. Except as otherwise exempted in section 21.9.9.B.3. above, a tree removal permit is required for the removal of any tree with a DBH greater than eight inches.

1. *Protected Trees.* Any Protected Trees not exempt from preservation in section B.3. above may be removed upon approval of a Tree Removal Permit by the Director of Parks, Recreation and Community Services Any decision of the Director of Parks, Recreation and Community Services regarding a tree removal permit may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14 of this UDC.

2. *Heritage Trees.* Any Heritage Trees to be removed may be removed upon approval of a Tree Removal Permit by the Director of Parks, Recreation and Community Services. Any decision by the Director of Parks, Recreation and Community Services regarding a tree removal permit may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14 of this UDC. All Heritage Trees shall be required to meet the mitigation requirements of this section.

3. *Minimum Preservation.* In the development of any site, at least twenty-five percent (25%) of all mitigatable Protected Class and Heritage Class trees must be preserved. (A waiver to the 25% preservation requirement may be requested)

D. *Tree Mitigation.* Any trees that are removed or damaged as a result of the approval of a Tree Removal Permit shall be mitigated for on the same site as the proposed development. The species of trees planted for mitigation purposes may not include those listed as exempt in subsection 21.9.9.B.3. above. In the event that mitigation is not feasible on the same site as the proposed development, an applicant may request to donate trees, meeting the mitigation requirements of this section, to be planted at public parks, schools, or other approved public facilities throughout the City or provide a fee-in-lieu of payment which will be used to place trees at public parks, schools, or other approved public facilities throughout the City. Tree mitigation funds may also be utilized to install irrigation, to repair or remove damaged or destroyed trees, to preserve and protect existing Protected Class and Heritage Class trees and to purchase equipment for the preservation or protection of existing trees. Mitigation requirements are:

1. Protected Class Trees. Protected trees shall be mitigated at a one-to-one (1:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two inches (2").

2. Heritage Class Trees. Heritage Class trees shall be mitigated at a three-to-one (3:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two inches (2").

3. Damaged Trees. Any trees that are designated for preservation and are damaged during the construction process or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for in accordance with subsection 21.9.9.D.1. and D.2. above.

4. Mitigated Trees. Trees planted and counted towards the necessary mitigation requirements that are damaged after planting or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for at a one-to-one (1:1) DBH inch ratio for every tree damaged or that dies.

5. The amount of tree mitigation per acre is capped at 100 inches per acre. For properties where the trees are generally clustered, staff has the discretion to define the acreage of the property as an area extending twenty feet (20') beyond the tree canopy of the cluster in determining the acreage.

E. *Tree Protection Standards.*

1. All trees to be preserved on site shall be protected from damage caused by site excavation or construction in accordance with the following:

    a. All trees shall be protected by a fence, frame or box constructed around the drip line of the preserved tree. Protection measures may not be removed until construction is complete.

    b. A minimum of three inches (3") of mulch or compost shall be spread beneath the drip line of the preserved tree.

    c. No person shall excavate any ditches, tunnels, or trenches, place any paving material or place any drive or parking area within the drip line of any Protected Class or Heritage Class Tree without prior written approval of the City Manager or his/her designee at the time of Site Plan approval.

    d. No person shall attach any rope, wire, nails, advertising posters or other contrivance to any Protected Class or Heritage Class Tree.

2. It is the intent of the City to control and prevent the spread of Oak Wilt.

    a. If any oak tree is wounded by intentional damage or pruning or as a result of natural causes, the damaged area shall be immediately treated with tree wound dressing.

    b. All necessary and reasonable efforts shall be given during the permitted removal of any trees to utilize best known practices to prevent the spread of Oak Wilt disease to any other surrounding trees.

F. *Tree Preservation Credits—Nonresidential and Multifamily Developments.* To encourage the preservation of existing Protected Class or Heritage Class Trees contained within a proposed development, tree preservation credits may be requested to reduce the amount of new trees required on nonresidential and multifamily sites. Tree preservation credits can be issued for landscape buffer requirements when the tree being preserved is located within the buffer. Tree preservation credits can be issued to satisfy total trees per acre requirements of UDC Sec. 21.9.7.D.11. The following minimum tree preservation credits may be requested:

1. Protected Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a one-to-one (1:1) caliper inch ratio;

2. Heritage Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a three-to-one (3:1) caliper inch ratio;

G. *Tree Survey Required.* Every application for a final plat for residential development or Site Plan for nonresidential and multifamily development shall be accompanied by a tree survey that includes the following information:

1. total number of DBH caliper inches of Protected Class and Heritage Class on the site;

2. total number of DBH caliper inches of Protected Class and Heritage Class to be removed; and

3. total number of DBH caliper inches of Protected Class and Heritage Class to be preserved.

H. *Tree Removal Permit.* A tree removal permit is required for the removal of any Protected Class or Heritage Class trees not exempt in section 21.9.9.B.3. above. The permit must be accompanied by an appropriate application and shall contain a tree preservation plan showing the following:

1. existing/proposed topography;

2. location of property lines, easement, rights-of-ways, setbacks, parking areas and sidewalks;

3. location, species and size (in DBH) of each Protected Class and Heritage Class Tree, except those trees exempted by section 21.9.9.B.3 above;

4. a tree inventory that summarizes the following:

a. total number of DBH caliper inches on the site;

b. total number of DBH caliper inches to be removed;

c. total number of DBH caliper inches to be preserved;

d. location of any proposed tree mitigation;

e. any proposed tree preservation credits; and

5. a summary of the tree protection methods to be utilized.

I. *Waiver.*

1. *General.* The City Manager or his/her designee may authorize waivers from the provisions of this Article when, in their opinion, undue hardship will result from requiring strict compliance. Waivers may be granted only to items specifically stated in this section. Waivers must meet one of the following eligibility requirements:

   a. The tree is proposed for removal in order for the property to achieve compliance with other applicable City requirements and standards (i.e. site design or storm water management); or

   b. The tree is proposed for removal because it is within a future public utility location.

2. *Criteria for approval.* Waivers shall be evaluated using the following criteria:

   a. Removal of the tree will not have a significant negative impact on erosion, soil stability, flow of surface waters, protection of adjacent trees or windbreaks;

   b. The requested waiver does not violate the intent of this section or the UDC;

   c. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties in the same zoning district or with the same land use that would comply with the same provisions;

   d. A reasonable effort to preserve the tree has been made and reasonable alternatives have been evaluated and determined to not be feasible.

3. Any decision of the City Manager or his/her designee regarding waivers to the provisions of this section may be appealed to the Planning and Zoning Commission. When considering an appeal, the Planning and Zoning Commission shall consider the same standards as the City Manager or his/her designee as outlined above.

(Ord. No. 16-S-27, § 6, 8-30-2016; Ord. No. 17-S-40, § 1(Exh. A), 10-24-2017; Ord. No. 18-S-08, § 1(Exh. A), 2-27-2018; Ord. No. 18-S-24, § 1(Exh. A), 8-7-2018; Ord. No. 22-S-18, § 1(Exh. A), 4-26-2022; Ord. No. 23-S-27, § 1(Exh. B), 10-17-2023)

Sec. 21.9.12. Site plan process.

A. *Purpose and Applicability.*

1. *Purpose.* This section establishes a Site Plan review process for certain proposed residential, nonresidential, and mixed-use developments. The purpose of Site Plan approval is to:

   a. ensure compliance with the requirements of this UDC;

   b. promote better site design;

   c. integrate projects more effectively into their surrounding environment;

   d. prevent the impairment or depreciation of property values;

   e. improve internal vehicular and pedestrian circulation;

   f. encourage quality and innovative site planning techniques;

   g. project and enhance the overall general public health, safety and welfare;

   h. ensure efficient and safe land development;

   i. ensure harmonious use of land;

   j. ensure compliance with the Comprehensive Land Plan and other appropriate design standards; and

   k. ensure adequate parking and loading, water supply, drainage and storm water management, sanitary sewer facilities, and other utilities and services.

2. *Applicability.* Site Plan review and approval shall be required as follows:

   a. for any development that contains two (2) or more residential dwelling units on a single tract, lot, or parcel of land;

   b. for any development that contains single-family attached dwelling units;

   c. for any non-residential development;

   d. any increase in an existing non-residential structure or a residential structure that contains two (2) or more residential dwelling units that is greater than twenty-five percent (25%) of the existing building square footage;

   e. for any single-family residential development that includes a private amenity or facility or a golf course; and

   f. no building permit shall be issued for any of the above developments until a Site Plan and all other required engineering/construction plans are first approved by the City. No certificate of occupancy shall be issued until all construction and development conforms to the approved Site Plan and associated engineering/construction plans. The Site Plan review process shall include, but not be limited to, the following steps:

      i. Site Plan review and approval; and

      ii. Construction of project (after City approval of required Site Plan and other associated plans, including platting and engineering plans).

3. *Exempted Uses.* The following land use activities are exempted from the requirements of this Article:

   a. construction of a one family dwelling, accessory structure and related land use activities;

b. repair and maintenance of existing structures or uses;

c. agricultural land uses;

d. incidental landscaping or grading;

e. individual manufactured homes; and

f. interior alterations that do not substantially change the nature or use of the structure.

B. *Application Requirements*. Any request for Site Plan approval shall be accompanied by an application prepared in accordance with the Development Manual.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a Site Plan shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee shall forward a copy of the proposed plan to the other appropriate departments for review and recommendation.

2. *Site Plan Approval.* The City Manager or his/her designee may approve a site plan. The City Manager or his/her designee may, for any reason, elect to present the site plan for approval to the Planning and Zoning Commission. The City Manager or his/her designee shall not approve with conditions or disapprove a site plan and shall be required to refer any site plan for which approval is refused to the Planning and Zoning Commission. The City Manager or his/her designee or the Planning and Zoning Commission shall act on the plan within thirty (30) days after the date a complete application is filed.

3. *Conditional Approval and Denial.* If the Commission conditionally approves or denies the plan, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.

4. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plan, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee is authorized to approve revisions required for conditional approval of the site plan. The Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied plan or conditionally approved plan, if forwarded to the commission by the City Manager or his/her designee, no later than the fifteenth (15^{th}) day after the date the response was submitted.

D. *Criteria for Approval.* The City Manager or his/her designee in considering final action on a Site Plan, should consider the following criteria:

1. the Site Plan is consistent with the general purpose and intent of the applicable zoning district regulations;

2. the Site Plan is compatible with adjacent developments and neighborhoods and includes improvements to mitigate development related adverse impacts;

3. the Site Plan does not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing traffic patterns in the area;

4. the Site Plan incorporates features to minimize adverse effects on adjacent properties;

5. adequate capacity of public or private facilities for water, sewer, electricity and transportation to and through the development are provided to the site;

6. the proposed use and associated Site Plan promotes the health, safety or general welfare of the City.

E. *Revisions to Approved Site Plan.* Changes to an approved Site Plan shall be processed in the same manner as the original approved Site Plan; however, changes of details within a Site Plan which do not alter the basic physical relationship of the property to adjacent property, do not alter the use permitted, increase the density, floor area, height, or reduce the yards provided at the boundary of the site as indicated on the approved Site Plan, may be authorized by the City Manager or his/her designee.

F. *Expiration of Site Plan.* A Site Plan shall expire if any of the following occurs:

1. a building permit has not been approved within two (2) years for the construction of any building on the property for which the Site Plan was approved.

(Ord. No. 17-S-40, § 1(Exh. A), 10-24-2017; Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 19-S-22, § 1(Exh. A), 9-3-2019)

ARTICLE 16. DEFINITIONS

Mixed-Use Self-Storage: A climate-controlled building(s) containing ground floor retail, service, or office space with separate, individual self-storage units for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within the individual storage units. Such building(s) shall be a minimum of 45-feet in height.

ARTICLE 5. ZONING DISTRICTS

Sec. 21.5.9. Special districts.

A. *Air Installation Compatible Use Zone District (AICUZ).*

1. Established to provide control on encroachment around a military airfield, encroachment that could destroy the harmonious relationship existing between the local community and a military airfield. This could eventually lead to the removal of the airfield, which would affect the economy of the area. Restrictions established in accordance with suggested guidelines and studies published by the military will control the development, construction and density of the area. The area is subject to high frequency of noise from aircraft and is at high risk to potential aircraft accidents. All uses and regulations contained within the AICUZ shall be in accordance with the AICUZ study and regulations published by Randolph Air Force Base.

2. A request for development that is not a permitted use by the AICUZ Study, as adopted by the City, or a request for zoning change for property located within the AICUZ requires written notification to Randolph Air Force Base (RAFB) of the proposed development, type occupancy, occupant load, hours of operation, and any special conditions of the project that may include noise, dust, smoke emissions, etc., and any proposed request for a zone change within the AICUZ, with applicable reference the Standard Land Use Code Manual (SLUCM) as adopted in the AICUZ Study. An acknowledgment from RAFB will be requested on the proposed development within 60 days. RAFB may conclude that the proposed development or zoning change should be permitted. Unless RAFB affirmatively recommends to the City that the proposed development or zoning change in the AICUZ be permitted, the development or zoning change will not be approved by the City. Failure on the part of RAFB to respond within 60 days will be deemed to be disapproval.

B. *Planned Development District (PDD).* A contiguous land area of a minimum size, as specified by this UDC and this Article, to be planned and developed using a common master zoning plan, and containing one or more uses and appurtenant common areas.

C. Reserved.~~*Agricultural Conservation Planned Development District (ACPDD).* Intended to provide an alternative cluster neighborhood option in areas designated as agricultural conservation on the North and South Schertz Framework Plans. Residences in this district may be on lots smaller than five acres provided the district maintains an overall gross residential density of 0.2 DU/Acre and provide a minimum of seventy percent (70%) of gross area of the development in open space or conservation easement (public or private ownership). The open space may remain in a natural state or be used for agricultural purposes. The AGC shall be a contiguous land area of 40 acres in size, as specified by this UDC and this Article (section 21.5.12), to be planned and developed using a common master zoning plan, and containing single-family residential and/or agricultural uses and preserved open space.~~

~~D. *Estate Neighborhood Planned Development District (ENPDD).* Intended to provide for an alternative zoning option for areas in the South Schertz Framework Plan designated as Estate Neighborhood or zoned RA. Residences in this district may be on lots smaller than 0.5 acres provided the district maintains an overall gross residential density of two DU/Acre and provide a minimum of fifty percent (50%) of gross area of the development in open space or conservation easement (public or private ownership). The open space may remain in a natural state or be used for agricultural purposes. The EN shall be a contiguous land area of at least 20 acres in size, as specified by the UDC and this Article (section 21.5.13), to be planned and developed using a common master zoning plan, and containing single-family residential and/or agricultural uses and preserved open space.~~

~~F. *Mixed Use Planned Development District (MUPDD).* Intended to implement mixed use and traditional neighborhood development goals (i.e., mixed use core, neighborhood center, and neighborhood designations) of the North and South Schertz Framework Plans. The MU district shall be a contiguous land area of a minimum size, as specified by this UDC and this Article (section 21.5.14), to be planned and~~

~~developed using a common master zoning plan, and containing a complementary mix of residential, office, retail, civic, and service uses, a network of pedestrian-oriented streets and open spaces.~~

~~G. *Design Overlay Districts (DO).* The purpose of this section is to provide a set of Design Overlay Districts that correspond with existing zoning and establish a coherent character and encourage enduring and attractive development that implement the North and South Schertz Framework Plans and the Schertz Downtown Plan. All development within the Design Overlay Districts shall meet the Dimensional and Development standards within section 21.5.15 in lieu of the standards in section 21.5.7 unless specified otherwise. The four (4) Design Overlay Districts are: Campus Commercial Overlay District, Highway Commercial Overlay District, Industrial Overlay District, and Downtown Overlay District.~~

(Ord. No. 13-S-22, § 5, 7-16-2013)

ARTICLE 9. SITE DESIGN STANDARDS

Sec. 21.9.3. Lots.

A. Lot sizes and dimensions shall conform to the minimum requirements of the appropriate zoning district. The lot area shall be computed including all easements. Changes in the required lot sizes and dimensions may only be allowed through rezoning or through the granting of a variance by the BOA. No lot shall be approved which does not meet the minimum requirements of the appropriate zoning district.

B. In residential subdivisions not served by public sewer, the Planning and Zoning Commission shall require the developer to cause a percolation test to be made. In no case will the lot size in such subdivision be less than one-half acre (21,780 square feet). This is the responsibility of the County Health Inspector.

C. Depth and width of properties laid out for commercial or industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.

D. Corner lots shall have sufficient width to permit the required building setback and proper orientation to both streets. Lots abutting crosswalks shall be treated as corner lots.

E. Where a residential lot backs up to a railroad right-of-way, high pressure gas line, industrial area or any other land use which may have a dangerous effect on residential property, and where no marginal access street or other street is provided at the rear of such lot, an additional depth of 25 feet shall be required. Where a lot sides to any of the above, an additional width of 15 feet shall be required. A planting screen or non-access easement of at least ten feet shall be provided along the line of lots abutting a railroad right-of-way, high pressure gas line, industrial area or any other land use which may have a dangerous effect on residential property.

F. Residential lots located on a cul-de-sac shall be at least fifty feet (50') wide at the building line.

G. Residential lots shall be oriented to take advantage of topography; the best relationship to the overall design of the neighborhood; and to minimize the effects of any surrounding depreciating land uses.

H. There shall be no residential lots facing directly upon a major street.

I. All side lines of lots shall be perpendicular to straight street lines and radial to curved street lines except where a waiver to this rule will provide a better street and lot layout.

J. Every lot shall be provided with adequate access to a public street, either by direct frontage on such street, or by public access easement approved by the Planning and Zoning Commission. Rear and/or side driveway access to major streets shall be prohibited.

K. ~~Minimum front and side building setback lines at streets and crosswalks shall be shown on all plats and shall conform to the restrictions, if any, imposed on the subdivision by the subdivider, but i~~ In no event shall ~~such~~ setback lines be less than those required by the applicable zoning district. ~~The front line setback shall be measured from the point where the public right-of-way ends to the front face to the building, covered porch, covered terrace or attached accessory building.~~

Sec. 21.9.8. Screening and Fencing.

A. *Fences and Screening in Residential Areas.*

1. *Height.*

a. No fence, screen, or wall shall exceed eight feet (8') in height. No fence, screen, or wall within a required front yard shall exceed four feet (4') in height. Fences constructed in the front yard shall be non-opaque, decorative fences and shall not interfere with the sight visibility triangle as required by this UDC or any other applicable City ordinances, codes or regulations.

b. Exceptions:

i. A fence not to exceed six feet (6') in height may be installed in the front yard of property located in a Residential Agricultural (RA) District which is not in a mandatory homeowners' association or within the jurisdiction of a mandatory architectural review committee and which contains a minimum of two (2) acres.

ii. A fence not to exceed six feet (6') in height may be installed in the front yard of property located in a Residential Agricultural (RA) District which is in a mandatory homeowners' association or within the jurisdiction of a mandatory architectural review committee with the written approval of the homeowners' association or the architectural review committee, which approval must accompany the application for fence permit.

iii. Any such fence under this paragraph (b) shall be a non-opaque decorative fence which shall not interfere with the sight visibility triangle as required by this UDC or any other applicable City ordinances.

2. *Fence Materials.*

a. *Materials Permitted.*

i. Fences may be constructed of chain link or similar woven wire mesh (provided no screening is attached), pressure treated wood, decorative metal, ~~chain link or similar woven wire mesh,~~ stone, brick, or other materials traditionally used in private fence construction.

ii. Decorative fences shall be constructed of pressure treated wood picket, decorative metal, stone or brick, or a combination thereof. Solid surface area of any decorative fence shall not exceed fifty percent (50%) of the total surface area. Above ground electrical fencing shall be permitted in accordance with the building code.

b. Prohibited Materials. Chicken wire and barbed wire are prohibited except on parcels or lots ~~one acre or greater in size~~ in conjunction with agricultural operations ~~the containment of livestock or farm animals~~.

3. *Fences within Easements.* Fences within a public easement shall have a gate or removable panel to allow for maintenance access to such easement. The City shall not be responsible for damage to any fence that may occur as a result of maintenance within the easement. Fences located within drainage easements shall be equipped with a bar screen at the bottom to allow for proper drainage flow.

B. *Fences in Nonresidential and Multifamily Areas.*

1. *Height.* No fence, screen, or wall shall exceed eight feet (8') in height. No fence, screen, or wall within a required front yard shall exceed eight feet (8') in height. Fences constructed in the front yard shall be non-opaque and shall not interfere with the sight visibility triangle as required by this UDC or any other applicable City ordinances, codes and regulations. All fences for public water and wastewater facilities are allowed to be opaque.

2. *Fence Materials.*

   a. *Materials Permitted.* Fences may be constructed of chain link or similar woven wire mesh (provided no screening is attached), pressure treated wood, decorative metal, ~~chain link or similar woven wire mesh,~~ stone, brick, above ground electrical fencing or other materials traditionally used in private fence construction.

      i. For Public Schools and City of Schertz owned properties, screening is allowed on chain link or similar woven wire mesh, with approval by the City Manager or his/her designee.

   b. *Prohibited Materials.* ~~Hog wire or c~~ Chicken wire ~~, screening slats within chain link,~~ and barbed wire are prohibited except on parcels or lots ~~one acre or greater in size~~ in conjunction with agricultural operations ~~the containment of livestock or farm animals~~. Three strand barbed wire on top of chain link fencing is permitted when associated with public water and wastewater facilities and when not visible from public rights-of-way or adjacent properties.

3. *Fences Adjacent to Residential Property*. Where any nonresidential or multifamily use, lot or parcel except public schools is adjacent to or separated by only a local street or alley from a lot or parcel that is zoned for single family residential use, the nonresidential or multifamily use shall construct a masonry screening wall a minimum of eight feet (8') in height.

   a. The screen shall be located no closer to the street than the property line. Such screening wall shall be maintained in good condition.

   b. Any sections of this UDC or any other City ordinances, codes or regulations concerning sight obstructions of intersections shall be applicable to the screen where it is intersected by a right-of-way.

   c. Where any nonresidential or multifamily use, lot or parcel is located in such a manner so as to be at a higher elevation than an adjacent lot or parcel that is zoned for single family residential use, the required masonry screening wall shall be constructed on the higher elevation so as to mitigate the adjacent residential property from the impacts of the adjacent use.

   d. Due to the flexibility in residential/nonresidential for the Main Street Mixed Use (MSMU) and Main Street Mixed-Use - New Development (MSMU-ND) zoning districts, the masonry wall requirement is not applicable.

4. *Screening of Trash Receptacles.* All trash receptacles shall be screened from public view by a solid screening wall a minimum of eight feet (8') in height and constructed of a masonry material. Gates shall be of solid metal and shall be closed at all times except when loading and unloading.

5. *Fences within Public Easements.* Fences within a public easement shall have a gate or removable panel to allow for maintenance access to such easement. The City shall not be responsible for damage to any fence that may occur as a result of maintenance of any utility within the easement.

6. *Gates for Vehicular Access.* Gates designed for vehicular access shall be set back from the property line a minimum of twenty-four feet (24').

C. *Screening Along Arterial Roadways.*

1. *Requirement Criteria.*

   a. Where subdivisions are platted so that the rear or side yards of single-family residential lots are adjacent to a principal or secondary arterial roadway as described in section 21.14.1, or are separated from a principal or secondary arterial roadway by an alley, the developer shall provide, at its sole expense, a minimum eight foot (8') tall masonry screening wall. All screening shall be adjacent to the right-of-way or property line and fully located on the private lot(s), including columns and decorative features. Any sections of this UDC or any other City ordinances, codes or

regulations concerning sight obstructions of intersections shall be applicable to the screen where it is intersected by a right-of-way.

b. Parcels or lots ~~one (1) acre or greater in size located in the RA zoning district and~~ used in conjunction with agricultural operations ~~the containment of livestock or farm animals~~ are exempt from the screening wall requirements of this section.

2. *Screening Alternatives.* An alternative form of screening, in-lieu of the masonry wall, may be approved by the Planning and Zoning Commission with the Preliminary Plat application. Alternatives that may be considered include:

   a. a living/landscaped screen in conjunction with decorative metal (e.g., wrought iron) fence sections with masonry columns;

   b. a combination of berms and living/landscaped screening;

   c. a combination of berms, decorative masonry walls and living/landscaped screening, either with or without a decorative metal or "FenceCrete" type of fence with masonry columns; or

   d. some other creative screening alternative may be approved if it meets the spirit and intent of this section, if it is demonstrated to be long-lasting and generally maintenance-free, and if the Planning and Zoning Commission find it to be in the public interest to approve the alternative screening device.

3. *Time required for opacity.* Any required screening device shall be, or shall achieve, at least six feet (6') in height and at least ninety percent (90%) opacity within three (3) years of initial installation/planting.

4. *Maintenance Easement.* A wall/screening maintenance easement at least five feet in width shall be dedicated to the home owners association on the private lot side and adjacent to the entire length of the screening wall or device for maintenance and repair of the screening wall.

5. *Installation.* The screening/wall/device shall be installed prior to final acceptance of the subdivision public improvements. All landscape materials, if utilized, shall be installed in accordance with section 21.9.7. Failure to properly install all components of a required screening wall or device within the prescribed time frame shall constitute a violation of this UDC, and shall authorize the Public Works Director to refuse acceptance of the subdivision public improvements.

6. *Design of Walls.* All masonry, wrought iron, steel or aluminum screening wall plans and details must be designed and sealed by a licensed professional engineer, and must be approved by the City Manager or his/her designee. Use of chain-link, chicken-wire, hog-wire fencing, and any other material similar in appearance and quality is expressly prohibited for meeting the requirements of this section.

7. *Height of Screening.* The height of required screening devices, including spans between columns, shall be a minimum of six feet (6') and shall be no more than eight feet (8'). Decorative columns, pilasters, stone caps, sculptural elements, and other similar features may exceed the maximum height by up to two feet (2') for a total maximum height of ten feet (10') for these features.

8. *Other Easements.* Screening fences, walls and devices shall not be constructed within any portion of a utility or drainage easement unless specifically authorized by the City Manager or his/her designee and by any other applicable utility provider(s).

(Ord. No. 16-S-27, § 5, 8-30-2016; Ord. No. 18-S-24, § 1(Exh. A), 8-7-2018; Ord. No. 19-S-22, § 1(Exh. A), 9-3-2019; Ord. No. 21-S-26, § 1(Exh. A), 7-6-2021)

ARTICLE 9. SITE DESIGN STANDARDS

Sec. 21.9.9. Tree Preservation and Mitigation.

A. *Purpose and Intent.*

1. The purpose of this section is to conserve, protect and enhance existing healthy trees and natural landscape. It is recognized that the preservation of existing trees contributes to the overall quality and environment of the City. Trees can and do contribute to the processes of purification, oxygenation, regeneration, groundwater recharge, reduction of pollution and contaminants in aquifers, erosion and dust control, abatement of noise, provision of wildlife habitat and enhancement property values. Indiscriminate clearing or stripping of natural vegetation on any parcel is prohibited.

2. It is hereby declared the intent of the City to encourage the preservation of all trees within the City limits. While the layout of a property with respect to the placement of buildings, parking facilities and other site requirements is at the discretion of the developer of the property, it is the policy of the City to promote site layout and design in a manner which preserves the maximum amount of Protected Class and Heritage Class trees possible.

B. *Applicability and Exemptions.*

1. The provisions of this section are applicable to the following:

   a. all new residential and nonresidential development within the City except public schools;

   b. redevelopment of any residential or nonresidential property within the City that results in an increase in the building footprint or the total destruction and reconstruction except public schools;

   c. any grading, filling or clearing of land in the City limits; and

   d. any selective or individual removal of any Protected Class or Heritage Class Tree in the City limits.

2. The following definitions shall be applicable to the provisions of this section:

   a. *Protected Class Trees.* Trees having a DBH (diameter at breast height measured four and one half feet above existing ground level) between eight inches (8") and less than twenty-four inches (24") are designated as "Protected Class Trees".

   b. *Heritage Class Trees.* Trees having a DBH greater than or equal to twenty-four inches (24") are designated as "Heritage Class Trees".

   c. *Damage.* Damage shall be considered any injury to a tree including, but not limited to:

      i. uprooting;

      ii. severance of the root system or main trunk;

      iii. storage of topsoil, construction materials, debris or chemicals within the drip line area;

      iv. compaction of soil within the drip line area;

      v. a substantial change in the natural grade above a root system or within the drip line area;

      vi. pruning or removal of more than twenty-five percent (25%) of the living tissue; or

      vii. Paving with concrete, asphalt or other impervious material within the drip line area. Tree grates or tree wells may be provided to preserve pervious surface within the drip line area.

3. The following are exempt from the preservation, mitigation and permitting requirements of this section:

a. Protected Class Trees located within the area of a proposed on-site sewage facility (OSSF) (A waiver to mitigation for Heritage Class trees may be requested);

b. Protected Class and Heritage Class Trees located within a right-of-way to be dedicated to and maintained by the City and shown on the City's Master Thoroughfare Plan;

c. Protected Class Trees located within any utility easement, Heritage Class Trees located within any utility easement are exempt from preservation requirements only (A waiver to mitigation for Heritage Class trees may be requested);

d. Protected Class and Heritage Class trees damaged or destroyed by floods, fire, wind or other natural causes;

e. Dangerous, diseased, damaged, dead or dying Protected Class or Heritage Class trees as determined by a tree survey and a letter from a certified Texas Arborist; provided, notwithstanding the title of this section; and

~~f. Protected Class trees from the Undesirable Trees list in UDC Table 21.9.7F. (A waiver to mitigation for Heritage Class trees may be requested)~~

~~g~~f. Protected Class and Heritage Class trees located on property that has an existing one family or two-family dwelling that is occupied.

~~h~~g. Protected Class and Heritage Class trees of the following exempted tree species:

Table 21.9.9 Exempted Trees	
Common Name	Scientific Name
Hackberry	Celtis occidentalis
Eastern Red Cedar	Juniperus virginiana
Common Ashe Juniper	Juniperis ashei
Chinaberry	Melia azedarach
Mesquite	Prosopis spp.
Ligustrum	Ligustrum spp.
Tree-of Heaven	Ailanthus altissima
Chinese Tallow	Triadica sebifera
Chinese Privet, Glossy (Japanese) Privet	Ligustrum sinense
Paper Mullberry	Broussonetia papyrifera
Salt Cedar	Tamarix spp.
Chinese Pistache	Pistacia chinensis
Vitex	Vitex agnus-castus
Japanese Honeysuckle	Lonicera Japonica
Nandina	Nandina domestica
Princess Tree	Paulownia tomentosa
Huisache or Sweet Acia	Acacia Farnesiana
Box Elder	Acer negundo
Mimosa	Albizia julibrissin
Golden-Rain Tree	Koelrenteria paniculata
Bradford Pear	Pyrus calleryana
Japanese Plum	Prunus salicina
Lombardy popular	Populus nigra “italica”

Chinese Parasol/ Varnish Tree	Firmiana simplex
Chinese Loquat or Loquat	Eriobotrya japonica
Crape Myrtle	Lagerostroemia indica

C. *Tree Preservation.* The existing natural landscape character, especially native oaks, elms, and pecan trees, shall be preserved to the maximum extent reasonable and feasible. Except as otherwise exempted in section 21.9.9.B.3. above, a tree removal permit is required for the removal of any tree with a DBH greater than eight inches.

1. *Protected Trees.* Any Protected Trees not exempt from preservation in section B.3. above may be removed upon approval of a Tree Removal Permit by the Director of Parks, Recreation and Community Services Any decision of the Director of Parks, Recreation and Community Services regarding a tree removal permit may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14 of this UDC.

2. *Heritage Trees.* Any Heritage Trees to be removed may be removed upon approval of a Tree Removal Permit by the Director of Parks, Recreation and Community Services. Any decision by the Director of Parks, Recreation and Community Services regarding a tree removal permit may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14 of this UDC. All Heritage Trees shall be required to meet the mitigation requirements of this section.

3. *Minimum Preservation.* In the development of any site, at least twenty-five percent (25%) of all mitigatable Protected Class and Heritage Class trees must be preserved. (A waiver to the 25% preservation requirement may be requested)

D. *Tree Mitigation.* Any trees that are removed or damaged as a result of the approval of a Tree Removal Permit shall be mitigated for on the same site as the proposed development. The species of trees planted for mitigation purposes may not include those listed as exempt in subsection 21.9.9.B.3. above. ~~nor any of the undesirable trees identified in table 21.9.7F. All trees planted for mitigation purposes must be a species of shade tree identified in table 21.9.7.A.~~ In the event that mitigation is not feasible on the same site as the proposed development, an applicant may request to donate trees, meeting the mitigation requirements of this section, to be planted at public parks, schools, or other approved public facilities throughout the City or provide a fee-in-lieu of payment which will be used to place trees at public parks, schools, or other approved public facilities throughout the City. Tree mitigation funds may also be utilized to install irrigation, to repair or remove damaged or destroyed trees, to preserve and protect existing Protected Class and Heritage Class trees and to purchase equipment for the preservation or protection of existing trees. Mitigation requirements are:

1. Protected Class Trees. Protected trees shall be mitigated at a one-to-one (1:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two inches (2").

2. Heritage Class Trees. Heritage Class trees shall be mitigated at a three-to-one (3:1) DBH inch ratio for every tree removed. Replacement trees shall have a minimum DBH of two inches (2").

3. Damaged Trees. Any trees that are designated for preservation and are damaged during the construction process or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for in accordance with subsection 21.9.9.D.1. and D.2. above.

4. Mitigated Trees. Trees planted and counted towards the necessary mitigation requirements that are damaged after planting or that die within two (2) years of issuance of a certificate of occupancy shall be mitigated for at a one-to-one (1:1) DBH inch ratio for every tree damaged or that dies.

5. The amount of tree mitigation per acre is capped at 100 inches per acre. For properties where the trees are generally clustered, staff has the discretion to define the acreage of the property as an area extending twenty feet (20') beyond the tree canopy of the cluster in determining the acreage.

E. *Tree Protection Standards.*

1. All trees to be preserved on site shall be protected from damage caused by site excavation or construction in accordance with the following:

   a. All trees shall be protected by a fence, frame or box constructed around the drip line of the preserved tree. Protection measures may not be removed until construction is complete.

   b. A minimum of three inches (3") of mulch or compost shall be spread beneath the drip line of the preserved tree.

   c. No person shall excavate any ditches, tunnels, or trenches, place any paving material or place any drive or parking area within the drip line of any Protected Class or Heritage Class Tree without prior written approval of the City Manager or his/her designee at the time of Site Plan approval.

   d. No person shall attach any rope, wire, nails, advertising posters or other contrivance to any Protected Class or Heritage Class Tree.

2. It is the intent of the City to control and prevent the spread of Oak Wilt.

   a. If any oak tree is wounded by intentional damage or pruning or as a result of natural causes, the damaged area shall be immediately treated with tree wound dressing.

   b. All necessary and reasonable efforts shall be given during the permitted removal of any trees to utilize best known practices to prevent the spread of Oak Wilt disease to any other surrounding trees.

F. *Tree Preservation Credits—Nonresidential and Multifamily Developments.* To encourage the preservation of existing Protected Class or Heritage Class Trees contained within a proposed development, tree preservation credits may be requested to reduce the amount of new trees required on nonresidential and multifamily sites. Tree preservation credits can be issued for landscape buffer requirements when the tree being preserved is located within the buffer. Tree preservation credits can be issued to satisfy total trees per acre requirements of UDC Sec. 21.9.7.D.11.~~E.2.~~ The following minimum tree preservation credits may be requested:

1. Protected Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a one-to-one (1:1) caliper inch ratio;

2. Heritage Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a three-to-one (3:1) caliper inch ratio;

G. *Tree Survey Required.* Every application for a final plat for residential development or Site Plan for nonresidential and multifamily development shall be accompanied by a tree survey that includes the following information:

1. total number of DBH caliper inches of Protected Class and Heritage Class on the site;

2. total number of DBH caliper inches of Protected Class and Heritage Class to be removed; and

3. total number of DBH caliper inches of Protected Class and Heritage Class to be preserved.

H. *Tree Removal Permit.* A tree removal permit is required for the removal of any Protected Class or Heritage Class trees not exempt in section 21.9.9.B.3.~~2.~~ above. The permit must be accompanied by an appropriate application and shall contain a tree preservation plan showing the following:

1. existing/proposed topography;

2. location of property lines, easement, rights-of-ways, setbacks, parking areas and sidewalks;

3. location, species and size (in DBH) of each Protected Class and Heritage Class Tree, except those trees exempted by section 21.9.9.B.32.~~f.~~ above;

4. a tree inventory that summarizes the following:

    a. total number of DBH caliper inches on the site;

    b. total number of DBH caliper inches to be removed;

    c. total number of DBH caliper inches to be preserved;

    d. location of any proposed tree mitigation;

    e. any proposed tree preservation credits; and

5. a summary of the tree protection methods to be utilized.

I. *Waiver.*

1. *General.* The City Manager or his/her designee may authorize waivers from the provisions of this Article when, in their opinion, undue hardship will result from requiring strict compliance. Waivers may be granted only to items specifically stated in this section. Waivers must meet one of the following eligibility requirements:

    a. The tree is proposed for removal in order for the property to achieve compliance with other applicable City requirements and standards (i.e. site design or storm water management); or

    b. The tree is proposed for removal because it is within a future public utility location.

2. *Criteria for approval.* Waivers shall be evaluated using the following criteria:

    a. Removal of the tree will not have a significant negative impact on erosion, soil stability, flow of surface waters, protection of adjacent trees or windbreaks;

    b. The requested waiver does not violate the intent of this section or the UDC;

    c. Strict interpretation of the provisions of the section would deprive the applicant of rights commonly enjoyed by other nearby properties in the same zoning district or with the same land use that would comply with the same provisions;

    d. A reasonable effort to preserve the tree has been made and reasonable alternatives have been evaluated and determined to not be feasible.

3. Any decision of the City Manager or his/her designee regarding waivers to the provisions of this section may be appealed to the Planning and Zoning Commission. When considering an appeal, the Planning and Zoning Commission shall consider the same standards as the City Manager or his/her designee as outlined above.

(Ord. No. 16-S-27, § 6, 8-30-2016; Ord. No. 17-S-40, § 1(Exh. A), 10-24-2017; Ord. No. 18-S-08, § 1(Exh. A), 2-27-2018; Ord. No. 18-S-24, § 1(Exh. A), 8-7-2018; Ord. No. 22-S-18, § 1(Exh. A), 4-26-2022; Ord. No. 23-S-27, § 1(Exh. B), 10-17-2023)

ARTICLE 9. SITE DESIGN STANDARDS

Sec. 21.9.12. Site plan process.

A. *Purpose and Applicability.*

1. *Purpose.* This section establishes a Site Plan review process for certain proposed residential, nonresidential, and mixed-use developments. The purpose of Site Plan approval is to:

   a. ensure compliance with the requirements of this UDC;

   b. promote better site design;

   c. integrate projects more effectively into their surrounding environment;

   d. prevent the impairment or depreciation of property values;

   e. improve internal vehicular and pedestrian circulation;

   f. encourage quality and innovative site planning techniques;

   g. project and enhance the overall general public health, safety and welfare;

   h. ensure efficient and safe land development;

   i. ensure harmonious use of land;

   j. ensure compliance with the Comprehensive Land Plan and other appropriate design standards; and

   k. ensure adequate parking and loading, water supply, drainage and storm water management, sanitary sewer facilities, and other utilities and services.

2. *Applicability.* Site Plan review and approval shall be required as follows:

   a. for any development that contains two (2) or more residential dwelling units on a single tract, lot, or parcel of land;

   b. for any development that contains single-family attached dwelling units;

   c. for any non-residential development;

   d. any increase in an existing non-residential structure or a residential structure that contains two (2) or more residential dwelling units that is greater than twenty-five percent (25%) of the existing building square footage;

   ~~e. for any PDD or SUP;~~

   e~~f~~. for any single-family residential development that includes a private amenity or facility or a golf course; and

   f~~g~~. no building permit shall be issued for any of the above developments until a Site Plan and all other required engineering/construction plans are first approved by the City. No certificate of occupancy shall be issued until all construction and development conforms to the approved Site Plan and associated engineering/construction plans. The Site Plan review process shall include, but not be limited to, the following steps:

      ~~i. pre-application conference;~~

      ~~i~~i. ~~s~~Site Plan review and approval; and

      ~~i~~ii. ~~c~~Construction of project (after City approval of required Site Plan and other associated plans, including platting and engineering plans).

3. *Exempted Uses.* The following land use activities are exempted from the requirements of this Article:

   a. construction of a one ~~or two~~ family dwelling~~s~~, ~~ordinary~~ accessory structure~~s~~ and related land use activities;

   b. ~~ordinary~~ repair and maintenance of existing structures or uses;

   c. agricultural land use~~s~~;

   d. incidental landscaping or grading;

   e. individual manufactured homes; and

   f. interior alterations that do not substantially change the nature or use of the structure.

B. *Application Requirements*. Any request for Site Plan approval shall be accompanied by an application prepared in accordance with the Development Manual.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a Site Plan shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee shall forward a copy of the proposed plan to the other appropriate departments for review and recommendation.

2. *Site Plan Approval.* The City Manager or his/her designee may approve a site plan. The City Manager or his/her designee may, for any reason, elect to present the site plan for approval to the Planning and Zoning Commission. The City Manager or his/her designee shall not approve with conditions or disapprove a site plan and shall be required to refer any site plan for which approval is refused to the Planning and Zoning Commission. The City Manager or his/her designee or the Planning and Zoning Commission shall act on the plan within thirty (30) days after the date a complete application is filed.

3. *Conditional Approval and Denial.* If the Commission conditionally approves or denies the plan, a written statement must be provided to the applicant clearly articulating each specific condition for the conditional approval or reason for denial. Each condition or reason specified in the written statement may not be arbitrary and must include a citation to the regulation, ordinance, or law that is the basis for the conditional approval or denial.

4. *Applicant Response to Conditional Approval or Denial.* After the conditional approval or denial of a plan, the applicant may submit a written response that satisfies each condition for the conditional approval or remedies each reason for denial provided. The City Manager or his/her designee is authorized to approve revisions required for conditional approval of the site plan. The Planning and Zoning Commission shall determine whether to approve or deny the applicant's previously denied plan or conditionally approved plan, if forwarded to the commission by the City Manager or his/her designee, no later than the fifteenth (15^{th}) day after the date the response was submitted.

D. *Criteria for Approval.* The City Manager or his/her designee in considering final action on a Site Plan, should consider the following criteria:

1. the Site Plan is consistent with the general purpose and intent of the applicable zoning district regulations;

2. the Site Plan is compatible with adjacent developments and neighborhoods and includes improvements to mitigate development related adverse impacts;

3. the Site Plan does not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing traffic patterns in the area;

4. the Site Plan incorporates features to minimize adverse effects on adjacent properties;

5. adequate capacity of public or private facilities for water, sewer, electricity and transportation to and through the development are provided to the site;

6. the proposed use and associated Site Plan promotes the health, safety or general welfare of the City. ~~and the safe, orderly, efficient and healthful development of the City.~~

E. *Revisions to Approved Site Plan.* Changes to an approved Site Plan shall be processed in the same manner as the original approved Site Plan; however, changes of details within a Site Plan which do not alter the basic physical relationship of the property to adjacent property, do not alter the use permitted, increase the density, floor area, height, or reduce the yards provided at the boundary of the site as indicated on the approved Site Plan, may be authorized by the City Manager or his/her designee.

F. *Expiration of Site Plan.* A Site Plan shall expire if any of the following occurs:

1. a building permit has not been approved within two (2) years for the construction of any building on the property for which the Site Plan was approved. ~~; and~~

~~2. a building permit that was approved as a result of an approved Site Plan expires within two (2) years after approval of the Site Plan.~~

(Ord. No. 17-S-40, § 1(Exh. A), 10-24-2017; Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 19-S-22, § 1(Exh. A), 9-3-2019)

ARTICLE 16. DEFINITIONS

Mixed-Use Self-Storage: A climate-controlled building(s) containing ground floor retail, service, or office space with separate, individual self-storage units for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within the individual storage units. Such building(s) shall be a minimum of 45-feet in height.

Ordinance 24-S-154

Proposed UDC Amendments Article 5- Zoning, Article 9- Site Design Standards, Article 16- Definitions

Daisy Marquez| Planner

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Background

As per Unified Development Code Section 21.4.7, City Council from time to time, or on its own motion, or at the recommendation of City Staff, may make amendments, change or modify any portion of the UDC to establish and maintain sound and stable development.

Staff periodically reviews the development process to make improvements, which includes reviewing the Unified Development Code for clarity and cohesion.

The proposed UDC amendments, which were initiated by the Planning Division Staff, are meant to clarify the intent of the Unified Development Code and clean up lingering language removed from previous amendments.

Article	Unified Development Code Sections	Proposed
Article 5 - Zoning	**Section 21.5.9-Special Districts** C. Agricultural Planned Development District (**ACPDD**) F. Mixed Use Planned Development District (**MUPDD**) G. Design Overlay District (**DO**)	Removal of the Purpose and Intents of these Special Districts as they can no longer be requested.

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Article	Unified Development Code Sections	Proposed
Article 9 - Site Design Standards	**Section 21.9.3- Lots. Subsection K** • Required setbacks to be shown on all plats and defined setbacks.	• Removal of language requiring setbacks be shown on plats. This is not consistent with the development manual requirements. • Setbacks are clearly defined in Article 16- Definitions and the language here was redundant.

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Article	Unified Development Code Sections	Proposed
Article 9 - Site Design Standards	**Section 21.9.8- Screening and Fencing** • Fences and Screening in Residential Areas • Fences and Screening in Nonresidential and Multifamily Areas • Screening Along Arterial Roadways	• Make the UDC clear that chain link and similar fencing are to not have screening attached. • Modify language to be cohesive with recent Article 7- Nonconforming, Agricultural Operations UDC Amendments.

Article	Unified Development Code Sections	Proposed
Article 9- Site Design Standards	**Section 21.9.9- Tree Preservation and Mitigation** • 21.9.9.3: Undesirable Trees list in Table 21.9.7.F • 21.9.9.3:Table 21.9.9: Exempted Trees List	• Removal of the Undesirable Trees list that was removed with a prior UDC change. • Expansion of Exempted Trees List which prevents the mitigation and payment of invasive tree species.

Article	Unified Development Code Sections	Proposed
Article 9- Site Design Standards	**Section 21.9.12- Site Plan Process** • Planned Development District Application • Specific Use Permit Application • Pre-Application Conference Requirement	• To remove applications that no longer require an approved site plan as part of the application. • Removal of Pre-Application conference requirement for approval of a site plan, building permit issuance, and certificate of occupancy.

Article	Unified Development Code Sections	Proposed
Article 16-Definitions	**Mixed-Use Self-Storage**	“In height” was added to the definition of Mixed-Use Self-Storage to make it clear that the number 45 was referring to a 45 minimum height requirement for this use.

UDC SECTION 21.4.7.D Criteria for Approval

1. The proposed amendment promotes the health, safety, or general welfare of the City and the safe, orderly, efficient, and healthful development of the City.

Staff proposes UDC amendments from time to time to proactively better the Unified Development Code that governs development within the City of Schertz.

The proposed amendments are necessary for consistency with changes already made to the UDC. Additionally, they provide clarification on sections of the Unified Development Code Sections used by multiple departments.

The proposed amendments to Article 9, Section 21.9.9. add invasive tree species to the Exempt Tree Table that are not desirable and are classified as invasive to our area.

The proposed amendments have been reviewed by the Parks Director, and there are no objections to the amendments. Additionally, Staff met with a representative of the Texas A&M Forest Service to discuss the proposed additional exempt tree species.

UDC SECTION 21.4.7.D Criteria for Approval

2. An amendment to the text is consistent with other policies of this UDC and the City;

The proposed amendments are meant to clean up lingering UDC language that has remained and to clarify the intent of the UDC.

UDC SECTION 21.4.7.D Criteria for Approval

3. Any proposed amendment is consistent with the goals and objectives of this UDC and the City; and

The proposed Unified Development Code amendments are consistent with the goals and objectives of this UDC and the City as they are meant to help keep the UDC consistent with previously approved amendments.

The Operational Values of the City include being proactive and service-oriented. By being proactive with these proposed UDC amendments, Staff can provide a better experience within the development process.

UDC SECTION 21.4.7.D Criteria for Approval

4. Other criteria which, at the discretion of the Planning and Zoning Commission and the City Council are deemed relevant and important in the consideration of the amendment.

Staff has ensured all UDC requirements have been met for the proposed UDC Amendments and at this time have not received special considerations from the Planning and Zoning Commission.

At the October 22, 2024, City Council meeting, council proposed amendments to UDC Section 21.9.8.

21.9.3- Lots

~~access to major streets shall be prohibited.~~

K. ~~Minimum front and side building setback lines at streets and crosswalks shall be shown on all plats and shall conform to the restrictions, if any, imposed on the subdivision by the subdivider, but i~~ In no event shall ~~such~~ setback lines be less than those required by the applicable zoning district. ~~The front line setback shall be measured from the point where the public right-of-way ends to the front face to the building, covered porch, covered terrace or attached accessory building.~~

21.9.8- Screening and Fencing (Residential)

2. *Fence Materials.*

   a. *Materials Permitted.*

      i. Fences may be constructed of chain link or similar woven wire mesh (provided no screening is attached), pressure treated wood, decorative metal, ~~chain link or similar woven wire mesh,~~ stone, brick, or other materials traditionally used in private fence construction.

      ii. Decorative fences shall be constructed of pressure treated wood picket, decorative metal, stone or brick, or a combination thereof. Solid surface area of any decorative fence shall not exceed fifty percent (50%) of the total surface area. Above ground electrical fencing shall be permitted in accordance with the building code.

   b. Prohibited Materials. Chicken wire and barbed wire are prohibited except on parcels or lots ~~one acre or greater in size~~ in conjunction with agricultural operations ~~the containment of livestock or farm animals~~.

3. *Fences within Easements.* Fences within a public easement shall have a gate or removable panel to allow for maintenance access to such easement. The City shall not be responsible for damage to any fence that may occur as a result of maintenance within the easement. Fences located within drainage easements shall be equipped with a bar screen at the bottom to allow for proper drainage flow.

21.9.8- Screening and Fencing (Commercial)

2. *Fence Materials.*

   a. *Materials Permitted.* Fences may be constructed of chain link or similar woven wire mesh (provided no screening is attached), pressure treated wood, decorative metal, ~~chain link or similar woven wire mesh,~~ stone, brick, above ground electrical fencing or other materials traditionally used in private fence construction.

      i. For Public Schools and City of Schertz owned properties, screening is allowed on chain link or similar woven wire mesh, with approval by the City Manager or his/her designee

   b. *Prohibited Materials.* ~~Hog wire or c~~ Chicken wire ~~, screening slats within chain link,~~ and barbed wire are prohibited except on parcels or lots ~~one acre or greater in size~~ in conjunction with agricultural operations ~~the containment of livestock or farm animals~~. Three strand barbed wire on top of chain link fencing is permitted when associated with public water and wastewater facilities and when not visible from public rights-of-way or adjacent properties.

21.9.8- Screening and Fencing

b. Parcels or lots ~~one (1) acre or greater in size located in the RA zoning district and~~ used in conjunction with agricultural operations ~~the containment of livestock or farm animals~~ are exempt from the screening wall requirements of this section.

21.9.9- Tree Preservation and Mitigation

~~f. Protected Class trees from the Undesirable Trees list in UDC Table 21.9.7F. (A waiver to mitigation for Heritage Class trees may be requested)~~

~~g~~f. Protected Class and Heritage Class trees located on property that has an existing one family or two-family dwelling that is occupied.

~~h~~g. Protected Class and Heritage Class trees of the following exempted tree species:

Table 21.9.9 Exempted Trees	
Common Name	Scientific Name
Hackberry	Celtis occidentalis
Eastern Red Cedar	Juniperus virginiana
Common Ashe Juniper	Juniperis ashei
Chinaberry	Melia azedarach
Mesquite	Prosopis spp.
Ligustrum	Ligustrum spp.
Tree-of Heaven	Ailanthus altissima
Chinese Tallow	Triadica sebifera
Chinese Privet, Glossy (Japanese) Privet	Ligustrum sinense
Paper Mullberry	Broussonetia papyrifera
Salt Cedar	Tamarix spp.
Chinese Pistache	Pistacia chinensis
Vitex	Vitex agnus-castus
Japanese Honeysuckle	Lonicera Japonica
Nandina	Nandina domestica
Princess Tree	Paulownia tomentosa
Huisache or Sweet Acia	Acacia Farnesiana
Box Elder	Acer negundo
Mimosa	Albizia julibrissin
Golden-Rain Tree	Koelrenteria paniculata
Bradford Pear	Pyrus calleryana
Japanese Plum	Prunus salicina
Lombardy popular	Populus nigra "italica"

21.9.9- Tree Preservation and Mitigation

Chinese Parasol/ Varnish Tree	Firmiana simplex
Chinese Loquat or Loquat	Eriobotrya japonica
Crape Myrtle	Lagerostroemia indica

C. *Tree Preservation.* The existing natural landscape character, especially native oaks, elms, and pecan trees, shall be preserved to the maximum extent reasonable and feasible. Except as otherwise exempted in section 21.9.9.B.3. above, a tree removal permit is required for the removal of any tree with a DBH greater than eight inches.

1. *Protected Trees.* Any Protected Trees not exempt from preservation in section B.3. above may be removed upon approval of a Tree Removal Permit by the Director of Parks, Recreation and Community Services Any decision of the Director of Parks, Recreation and Community Services regarding a tree removal permit may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14 of this UDC.

2. *Heritage Trees.* Any Heritage Trees to be removed may be removed upon approval of a Tree Removal Permit by the Director of Parks, Recreation and Community Services. Any decision by the Director of Parks, Recreation and Community Services regarding a tree removal permit may be appealed to the Planning and Zoning Commission in accordance with section 21.4.14 of this UDC. All Heritage Trees shall be required to meet the mitigation requirements of this section.

3. *Minimum Preservation.* In the development of any site, at least twenty-five percent (25%) of all mitigatable Protected Class and Heritage Class trees must be preserved. (A waiver to the 25% preservation requirement may be requested)

D. *Tree Mitigation.* Any trees that are removed or damaged as a result of the approval of a Tree Removal Permit shall be mitigated for on the same site as the proposed development. The species of trees planted for mitigation purposes may not include those listed as exempt in subsection 21.9.9.B.3. above. ~~nor any of the undesirable trees identified in table 21.9.7F. All trees planted for mitigation purposes must be a species of shade tree identified in table 21.9.7.A.~~ In the event that mitigation is not feasible on the same site as the proposed development, an applicant may request to donate trees, meeting the mitigation requirements of this section, to be planted at public parks, schools, or other approved public facilities throughout the City or provide a fee-in-lieu of payment which will be used to place trees at public parks, schools, or other approved public facilities throughout the City. Tree mitigation funds may also be utilized to install irrigation, to repair or remove damaged or destroyed trees, to preserve and protect existing Protected Class and Heritage Class trees and to purchase equipment for the preservation or protection of existing trees. Mitigation requirements are:

21.9.9- Tree Preservation and Mitigation

F. *Tree Preservation Credits—Nonresidential and Multifamily Developments.* To encourage the preservation of existing Protected Class or Heritage Class Trees contained within a proposed development, tree preservation credits may be requested to reduce the amount of new trees required on nonresidential and multifamily sites. Tree preservation credits can be issued for landscape buffer requirements when the tree being preserved is located within the buffer. Tree preservation credits can be issued to satisfy total trees per acre requirements of UDC Sec. 21.9.7.D.11.~~E.2.~~ The following minimum tree preservation credits may be requested:

1. Protected Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a one-to-one (1:1) caliper inch ratio;

2. Heritage Class Trees shall receive a credit against the minimum required landscaping or mitigation standards at a three-to-one (3:1) caliper inch ratio;

G. *Tree Survey Required.* Every application for a final plat for residential development or Site Plan for nonresidential and multifamily development shall be accompanied by a tree survey that includes the following information:

1. total number of DBH caliper inches of Protected Class and Heritage Class on the site;

2. total number of DBH caliper inches of Protected Class and Heritage Class to be removed; and

3. total number of DBH caliper inches of Protected Class and Heritage Class to be preserved.

H. *Tree Removal Permit.* A tree removal permit is required for the removal of any Protected Class or Heritage Class trees not exempt in section 21.9.9.B.3.~~2.~~ above. The permit must be accompanied by an appropriate application and shall contain a tree preservation plan showing the following:

1. existing/proposed topography;

21.9.9- Tree Preservation and Mitigation

2. location of property lines, easement, rights-of-ways, setbacks, parking areas and sidewalks;
3. location, species and size (in DBH) of each Protected Class and Heritage Class Tree, except those trees exempted by section 21.9.9.B.3~~2.f.~~ above;
4. a tree inventory that summarizes the following:
    a. total number of DBH caliper inches on the site;
    b. total number of DBH caliper inches to be removed;
    c. total number of DBH caliper inches to be preserved;
    d. location of any proposed tree mitigation;
    e. any proposed tree preservation credits; and
5. a summary of the tree protection methods to be utilized.

21.9.12- Site Plan Process

2. *Applicability.* Site Plan review and approval shall be required as follows:

   a. for any development that contains two (2) or more residential dwelling units on a single tract, lot, or parcel of land;

   b. for any development that contains single-family attached dwelling units;

   c. for any non-residential development;

   d. any increase in an existing non-residential structure or a residential structure that contains two (2) or more residential dwelling units that is greater than twenty-five percent (25%) of the existing building square footage;

   ~~e. for any PDD or SUP;~~

   ef. for any single-family residential development that includes a private amenity or facility or a golf course; and

   fg. no building permit shall be issued for any of the above developments until a Site Plan and all other required engineering/construction plans are first approved by the City. No certificate of occupancy shall be issued until all construction and development conforms to the approved Site Plan and associated engineering/construction plans. The Site Plan review process shall include, but not be limited to, the following steps:

      ~~i. pre-application conference;~~

      ~~i~~i. ~~s~~Site Plan review and approval; and

      ~~i~~ii. ~~c~~Construction of project (after City approval of required Site Plan and other associated plans, including platting and engineering plans).

21.9.12- Site Plan Process

3. *Exempted Uses.* The following land use activities are exempted from the requirements of this Article:

   a. construction of a one- ~~or two-~~family dwelling~~s~~, ~~ordinary~~ accessory structure~~s~~ and related land use activities;

   b. ~~ordinary~~ repair and maintenance of existing structures or uses;

   c. agricultural land use~~s~~;

   d. incidental landscaping or grading;

   e. individual manufactured homes; and

   f. interior alterations that do not substantially change the nature or use of the structure.

21.9.12- Site Plan Process

5. adequate capacity of public or private facilities for water, sewer, electricity and transportation to and through the development are provided to the site;

6. the proposed use and associated Site Plan promotes the health, safety or general welfare of the City. ~~and the safe, orderly, efficient and healthful development of the City.~~

E. *Revisions to Approved Site Plan.* Changes to an approved Site Plan shall be processed in the same manner as the original approved Site Plan; however, changes of details within a Site Plan which do not alter the basic physical relationship of the property to adjacent property, do not alter the use permitted, increase the density, floor area, height, or reduce the yards provided at the boundary of the site as indicated on the approved Site Plan, may be authorized by the City Manager or his/her designee.

F. *Expiration of Site Plan.* A Site Plan shall expire if any of the following occurs:

1. a building permit has not been approved within two (2) years for the construction of any building on the property for which the Site Plan was approved. ~~; and~~

~~2. a building permit that was approved as a result of an approved Site Plan expires within two (2) years after approval of the Site Plan.~~

Article 16- Definitions

Mixed-Use Self-Storage: A climate-controlled building(s) containing ground floor retail, service, or office space with separate, individual self-storage units for rent or lease. The conduct of sales, business, or any activity other than storage shall be prohibited within the individual storage units. Such building(s) shall be a minimum of 45-feet in height.

Recommendation

Staff Recommendation

The proposed UDC amendments promote consistency throughout the UDC and provide additional clarity in the development process. Staff recommends approval of Ordinance 24-S-154.

Planning and Zoning Commission

The Planning and Zoning Commission met on September 4, 2024, held a public hearing, and made a recommendation of approval, with a 6-0 vote.

City Council

The Schertz City Council met on October 22, 2024, and approved Ordinance 24-S-14 with amendments.

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COMMENTS AND QUESTIONS

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Agenda No. 11.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Planning & Community Development**
Subject:	**Ordinance 24-S-160 - Conduct a public hearing and consider a request for a Specific Use Permit to allow a Manufactured / Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Rd, also known as Bexar County Property Identification Number 1296079, City of Schertz, Bexar County, Texas. *First Reading* (B.James/L.Wood/D.Marquez)**

BACKGROUND

The applicant is requesting a Specific Use Permit to allow a Manufactured/ Mobile Home on approximately 2 acres of land zoned Single-Family Residential/ Agricultural District (R-A), known as 6759 Pfeil Road. The subject property is currently undeveloped and is part of the East Central Village Unit 1B Subdivision. As per UDC Section 21.5.8, a Specific Use Permit is required for the placement of a Manufactured Home/ Mobile Home in Single-Family Residential/ Agricultural District (R-A).

On September 17, 2024, ten (10) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property. At the time of the Staff Report, (0) responses in favor, (1) one response was neutral, and (1) one response in opposition were received. A public hearing notice was published in the "San Antonio Express" on October 23, 2024. A sign was posted at the subject property by the applicant. The Planning and Zoning Commission held a public hearing for the subject item on October 2, 2024.

GOAL

The applicant is requesting a Specific Use Permit to place a Manufactured/ Mobile Home on approximately 2 acres of land zoned Single-Family Residential/ Agricultural District (R-A).

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

When considering Specific Use Permits, staff uses the criteria listed in UDC Section 21.5.11.D. The criteria are listed below.

1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.

The subject property is designated as Rural Living in the Future Land Use Map of the Comprehensive Plan. Rural Living is described as sparse development, natural landscapes, and agricultural activity, that emphasizes compatibility with JBSA. The proposed Specific Use Permit meets the intent of the Rural Living Land Use Designation as it is proposing the placement of a Manufactured Home on approximately 2 acres that is already platted and is intended to be their residence. The applicant has received an affirmative recommendation from JBSA for the proposed use, which is also consistent

with the intent of the Rural Living Land Use Designation.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
The purpose and intent of the Single-Family Residential/ Agricultural District (R-A) is to provide for areas in which agricultural land may be held in such use for as long as practical and reasonable, where development may be premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical constraints as per UDC Section 21.5.5. The proposed use is consistent with the zoning district and the uses allowed within Single-Family Residential/ Agricultural District (R-A). Due to the location of the subject property within the APZ II, the Specific Use Permit was reviewed by JBSA. The Specific Use Permit received an affirmative recommendation from JBSA.

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods.
In the surrounding areas, there is sparse residential development along Pfeil Road. The applicant is proposing to use the subject property for the same use as the surrounding properties. The only difference is that the subject property is proposing the placement of a Manufactured Home, which requires a Specific Use Permit for placement within Single-Family Residential / Agricultural District (R-A).

4. The proposed use will not adversely affect the overall health, safety or general welfare of the City;
As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. The existing Single-Family Residential/ Agricultural District (R-A) zoning of the general area and existing land uses of rural residences are compatible with the proposed manufactured home. Additionally, since the property is located within the Accident Potential Zone II (APZ II), they were required to receive an affirmative recommendation of the proposed use from JBSA as per UDC Section 21.5.9.

The City of Schertz Fire, EMS, and Police Departments have been notified of the Specific Use Permit request to place a Manufactured Home at the subject property and have not provided objections to the request.

5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit.
At this time, the Planning and Zoning Commission and City Council have not provided additional criteria for consideration of the Specific Use Permit.

RECOMMENDATION

Staff Recommendation
Staff recommends approval of Ordinance 24-S-160 due to the proposed use being consistent with the policies of the Comprehensive Plan and being compatible with the surrounding area with the subject conditions:

1. A building permit is approved within two (2) years after the approval of the Specific Use Permit.

Planning and Zoning Commission
The Planning and Zoning Commission held a public hearing for the item on October 2, 2024, and made a recommendation of approval to City Council with a unanimous vote.

Attachments

Ordinance 24-S-160 With Attachments
Aerial Exhibit
Notification Map
Public Hearing Responses
JBSA- Randolph Letter
City Council Presentation Slides

ORDINANCE NO. 24-S-160

AN **ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO APPROVE A SPECIFIC USE PERMIT TO ALLOW FOR THE PLACEMENT OF A MANUFACTURED/ MOBILE HOME ON APPROXIMATELY 2 ACRES OF LAND, KNOWN AS 6759 PFEIL ROAD, SCHERTZ, BEXAR COUNTY, TEXAS, ALSO KNOWN AS BEXAR COUNTY PROPERTY IDENTIFICATION NUMBER 1296079.**

WHEREAS, an application for a Specific Use Permit to allow the placement of a Manufactured/ Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Road, also known as Bexar County Property ID 1296079, more specifically described in the Exhibit A attached (herein, the "Property") has been filed with the City; and

WHEREAS, the City's Unified Development Code Section 21.5.11. 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 specific use permit (the "Criteria"); and

WHEREAS, on October 2, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the Specific Use Permit for Automobile Sales; and

WHEREAS, on November 12, 2024, 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.

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

Section 1. A Specific Use Permit for Bexar County Property ID 1296079, more particularly described in the attached Exhibit A, is hereby approved to allow the placement of a Manufactured/ Mobile Home on the subject property with the following conditions:

1. A building permit is approved within two (2) years after the approval of the SUP.

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.

PASSED ON FIRST READING, the ____ day of _____ 2024.

PASSED, APPROVED and ADOPTED ON SECOND READING, the ___ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

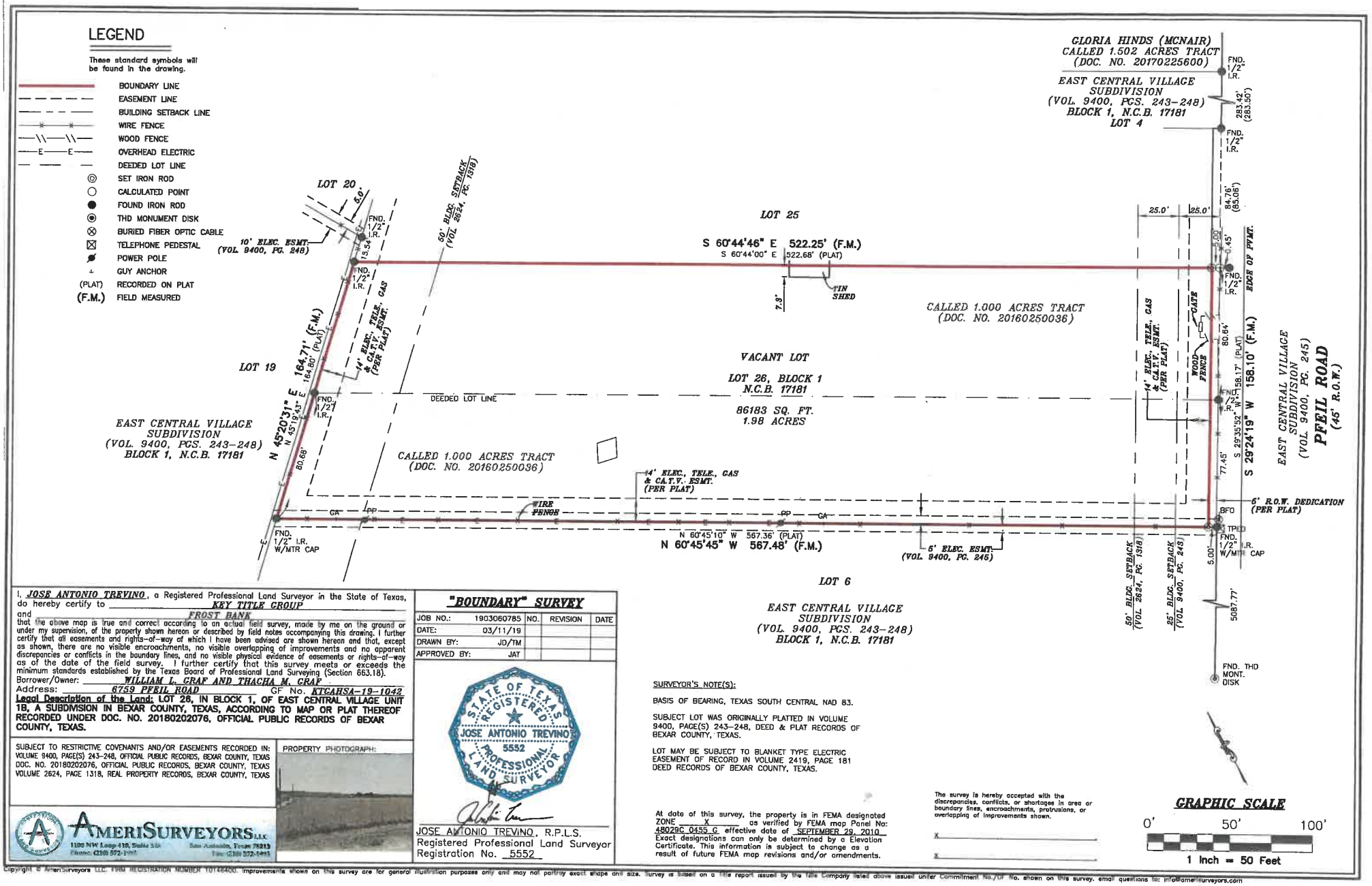
ATTEST:

_____
Sheila Edmondson, City Secretary

(city seal)

Exhibit “A”
Property Depiction: Metes and Bounds

Exhibit "A" Property Depiction: Metes and Bounds



I, JOSE ANTONIO TREVINO, a Registered Professional Land Surveyor in the State of Texas, do hereby certify to KEY TITLE GROUP and FROST BANK that the above map is true and correct according to an actual field survey, made by me on the ground or under my supervision, of the property shown hereon or described by field notes accompanying this drawing. I further certify that all easements and rights-of-way of which I have been advised are shown hereon and that, except as shown, there are no visible encroachments, no visible overlapping of improvements and no apparent discrepancies or conflicts in the boundary lines, and no visible physical evidence of easements or rights-of-way as of the date of the field survey. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying (Section 663.18).

Borrower/Owner: WILLIAM L. CRAF AND THACHA M. CRAF

Address: 6759 PFEIL ROAD GF No. KTCAHSA-19-1042

Legal Description of the Land: LOT 26, IN BLOCK 1, OF EAST CENTRAL VILLAGE UNIT 1B, A SUBDIVISION IN BEXAR COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED UNDER DOC. NO. 20180202076, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

SUBJECT TO RESTRICTIVE COVENANTS AND/OR EASEMENTS RECORDED IN: VOLUME 9400, PAGE(S) 243-248, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS DOC. NO. 20180202076, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS VOLUME 2624, PAGE 1318, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS

PROPERTY PHOTOGRAPH:

AMERISURVEYORS LLC
1100 NW Loop 410, Suite 310 San Antonio, Texas 78213
Phone: (210) 572-1117 Fax: (210) 572-1993

"BOUNDARY" SURVEY

JOB NO.:	1903060785	NO.	REVISION	DATE
DATE:	03/11/19			
DRAWN BY:	JD/TM			
APPROVED BY:	JAT			

STATE OF TEXAS REGISTERED JOSE ANTONIO TREVINO 5552 PROFESSIONAL LAND SURVEYOR

JOSE ANTONIO TREVINO, R.P.L.S.
Registered Professional Land Surveyor
Registration No. 5552

SURVEYOR'S NOTE(S):

BASIS OF BEARING, TEXAS SOUTH CENTRAL NAD 83.

SUBJECT LOT WAS ORIGINALLY PLATTED IN VOLUME 9400, PAGE(S) 243-248, DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.

LOT MAY BE SUBJECT TO BLANKET TYPE ELECTRIC EASEMENT OF RECORD IN VOLUME 2419, PAGE 181 DEED RECORDS OF BEXAR COUNTY, TEXAS.

At date of this survey, the property is in FEMA designated ZONE X as verified by FEMA map Panel No: 48029C 0455 G effective date of SEPTEMBER 29, 2010 Exact designations can only be determined by a Elevation Certificate. This information is subject to change as a result of future FEMA map revisions and/or amendments.

The survey is hereby accepted with the discrepancies, conflicts, or shortages in area or boundary lines, encroachments, protrusions, or overlapping of improvements shown.

X _____

X _____

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

N
W E
S

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

6759 PFEIL RD
(PLSPU20240183)

Highways
Major Roads
Minor Roads

Freeway
Principal Arterial
Planned Principal Arterial
Secondary Arterial
Planned Secondary Arterial
Secondary Rural Arterial

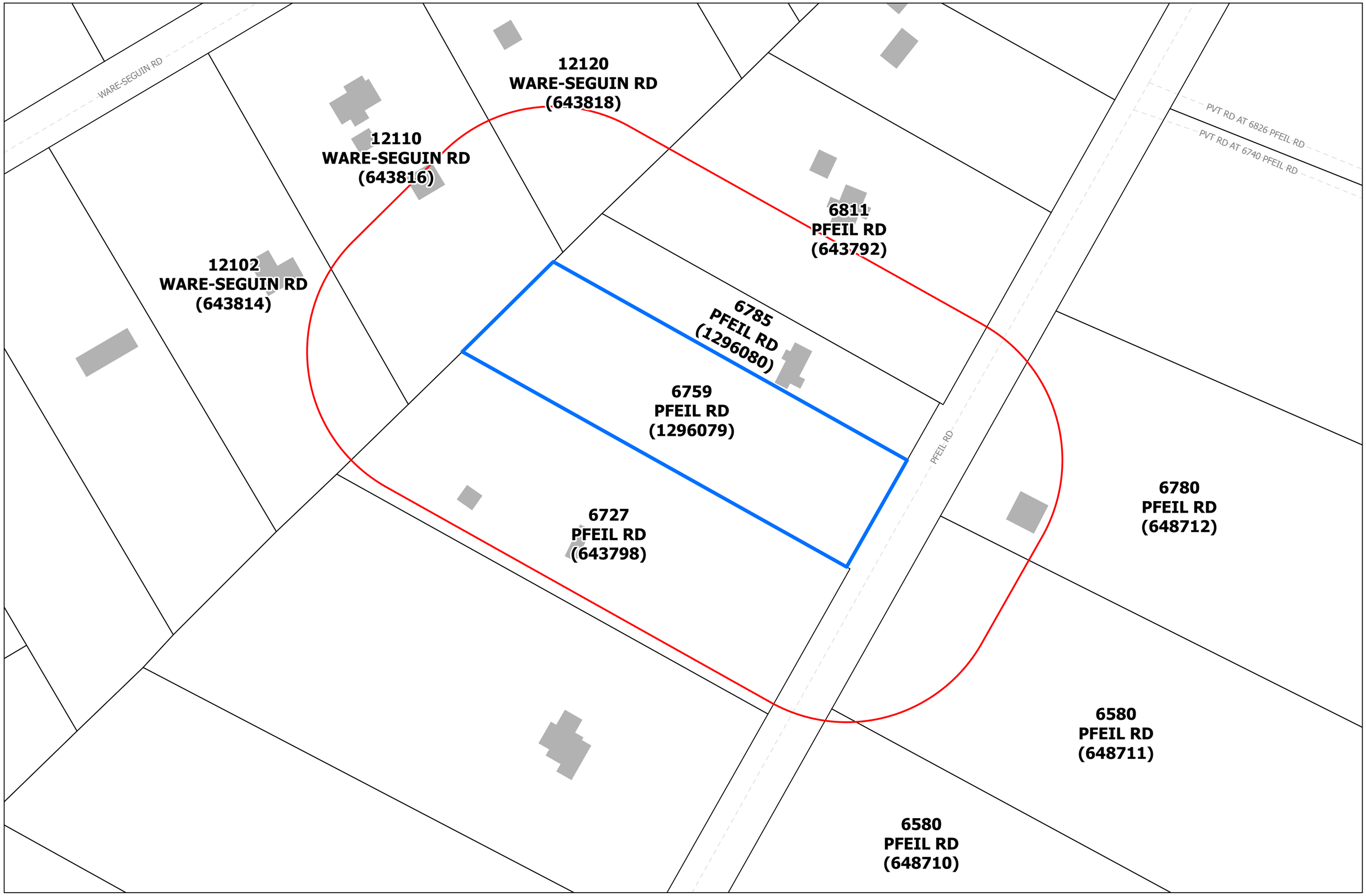
Planned Secondary Rural Arterial
Residential Collector
Planned Residential Collector
Planned Commercial Collector B
Commercial Collector A
Planned Commercial Collector A

1" 2" 3" 4" 6"
8" 10" 12" 16" 18"
20" 24" 30" 36" Unknown

Schertz Gravity
Schertz Pressure
Neighboring Gravity
Private Pressure

Hydrant
Manholes
CCMA Lift Station
Private Lift Station
Schertz Lift Station
CCMA Treatment Plant
Schertz Treatment Plant
County Boundaries
Schertz Municipal Boundary
ETJ

0 50 100 200 300 Feet



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: September 9th, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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 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

6759 PFEIL RD
(PLSPU20240183)

Project Boundary

Municipal Boundaries

200' Buffer

N
W E
S

0 50 100 200 300
Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 17, 2024

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 2nd, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

PLSPU20240183- Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Manufactured / Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Rd, also known as Bexar County Property Identification Number 1296079, City of Schertz, Bexar County, Texas.

Because you own property within 200 feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. If you would like to express how you feel, please complete the bottom portion of this letter and return before the public hearing date by mail or personal delivery to Daisy Marquez, Planner 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Reply Form

I am: in favor of ☐ opposed to ☐ neutral to ☒ the request for ***PLSPU20240183***

COMMENTS: ① must be "SINGLE" family Res. ② No business ③ No storage of anything. Exterior

NAME: Charles R Padgett Jr. SIGNATURE Charles R Padgett Jr.
(PLEASE PRINT)

STREET ADDRESS: 12120 White Sequin RD

DATE: 9/21/2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 17, 2024

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PLSPU20240183- Hold a public hearing and make a recommendation on a Specific Use Permit to allow a Manufactured / Mobile Home on approximately 2 acres of land, known as 6759 Pfeil Rd, also known as Bexar County Property Identification Number 1296079, City of Schertz, Bexar County, Texas.

Because you own property within 200 feet of the subject property, the Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. If you would like to express how you feel, please complete the bottom portion of this letter and return before the public hearing date by mail or personal delivery to Daisy Marquez, Planner 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Reply Form

I am: in favor of ☐ opposed to ☑ neutral to ☐ the request for ***PLSPU20240183***

COMMENTS: If we make exceptions then where does it end. At some point the zoning codes become ineffective.

NAME: M Kelvin Broadnax SIGNATURE M Kelvin Broadnax
(PLEASE PRINT)

STREET ADDRESS: 12102 Ware Seguin Rd

DATE: 10/02/2024

DEPARTMENT OF THE AIR FORCE
502D AIR BASE WING
JOINTBASE SAN ANTONIO

6 September 2024

MEMORANDUM FOR CITY OF SCHERTZ

FROM: 502 ABW/CMI
JBSA Installation Mission Sustainment
2080 Wilson Way
Fort Sam Houston, TX 78234

SUBJECT: Joint Base San Antonio review of City of Schertz Specific Use Permit Application 6759 Pfeil Road

1. City of Schertz Specific Use Permit Application 6759 Pfeil Road has been reviewed by JBSA-RND organizations. JBSA affirmatively recommends to the City of Schertz that this proposed SUP located within APZ II move forward; however, there are additional comments for consideration in planning and development.

a. Recommend referencing City of San Antonio MLOD lighting standards at: https://library.municode.com/tx/san_antonio/codes/unified_development_code?nodeId=ARTIIIZO_DIV4OVDI_S35-339.04MILIOVDI, or most current City of San Antonio MLOD ordinance, related to development within 5-miles of a military installation and compliance with applicable City of Schertz lighting ordinances.

b. Subject location is within RND AFB Accident Potential Zone II (APZ II), with no more than 2 single-family dwelling units per acre permitted per SLUCM Code No. 11.11, 2017 RND AFB Air Installations Compatible Use Zones (AICUZ) Study.

c. Expect regular, increasing levels of aircraft noise at this location. The subject property lies wholly within the 65-69 Db DNL noise contours zone per the 2017 Randolph AICUZ Study (p 60, fig 6-1). Per Table A-2, Recommended Land Use Compatibility for Noise Zones, of the 2017 AICUZ Study, Residential (SLUCM No. 10) uses are discouraged in DNL 65-69. The absence of viable alternative development options should be determined, and an evaluation should be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these zones.

   Where the community determines that these uses must be allowed, measures to achieve outdoor to indoor Noise Level Reduction (NLR) of at least 25 decibels in DNL 65-69 noise zones should be incorporated into building codes and be considered in individual approvals.

   https://www.jbsa.mil/Portals/102/Documents/Environmental%20PA/FINAL%20Randolph%20AICUZ%20Study.pdf

d. To mitigate potential interference with existing JBSA operational systems, please coordinate with 502 CS Spectrum Manager prior to use of any Spectrum dependent systems (i.e.: two-way radio communications, or any type of wireless technologies) during construction. If applicable, coordination requested by facility user prior to installation/use of any Spectrum

dependent commercial or manufacturing equipment.

e. Any proposed exterior construction plans, construction or alteration projects which include vertical elements (equipment: cranes, towers: communication or water) may require FAA review to verify no hazard to flight navigation prior to issuance of any construction permits.

   FAA CFR Title 14 Part 77 Notice Criteria Tool that can be utilized to aid in FAA notification requirements can be found here: https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm

   Further FAA guidance is also available here: https://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_042023.pdf

f. The FAA recommends criteria of land-use practices in their Advisory Circular 150/5200- 33C, Hazardous Wildlife Attractants on or Near Airports, which is applicable to properties within five miles of JBSA-Randolph. To reduce the exposure to aircraft-wildlife strikes, please use the link below to access this publication and use the information to help reduce wildlife-attractant features near airports. Unwavering consideration for this aviation safety hazard is vital.https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/doc umentnumber/150_5200-33.

2. The items presented above are efforts to enhance the safety of the community and minimize noise impacts due to the proximity of low flying aircraft. Improperly managed development may create unnecessary risk to both the community and flight operations as well as affect the overall capability of the military at this location.

3. Point of contact for this action is Sean R. Greszler, AICP, 502 ABW/CMI. He can be reached at 210-808- 7549 or by email at sean.greszler.1@us.af.mil or through the 502d ABW Community Initiatives organization email box at 502ABW.ABW.Community_initiative@us.af.mil.

ANDERSON.JOHN.HENRY.1067670600

Digitally signed by ANDERSON.JOHN.HENRY.1067670600
DN: cn=ANDERSON.JOHN.HENRY.1067670600, o=U.S. Government, ou=USAF, email=unknown, c=US
Date: 2024-09-06T14:12:39-0500

JOHN H. ANDERSON, GS-14, USAF
Executive Director, Community and Mission Integration, JBSA & 502 ABW

Ordinance 24-S-160

Specific Use Permit for approximately 2 acres of land: 6759 Pfeil Road

Daisy Marquez| Planner

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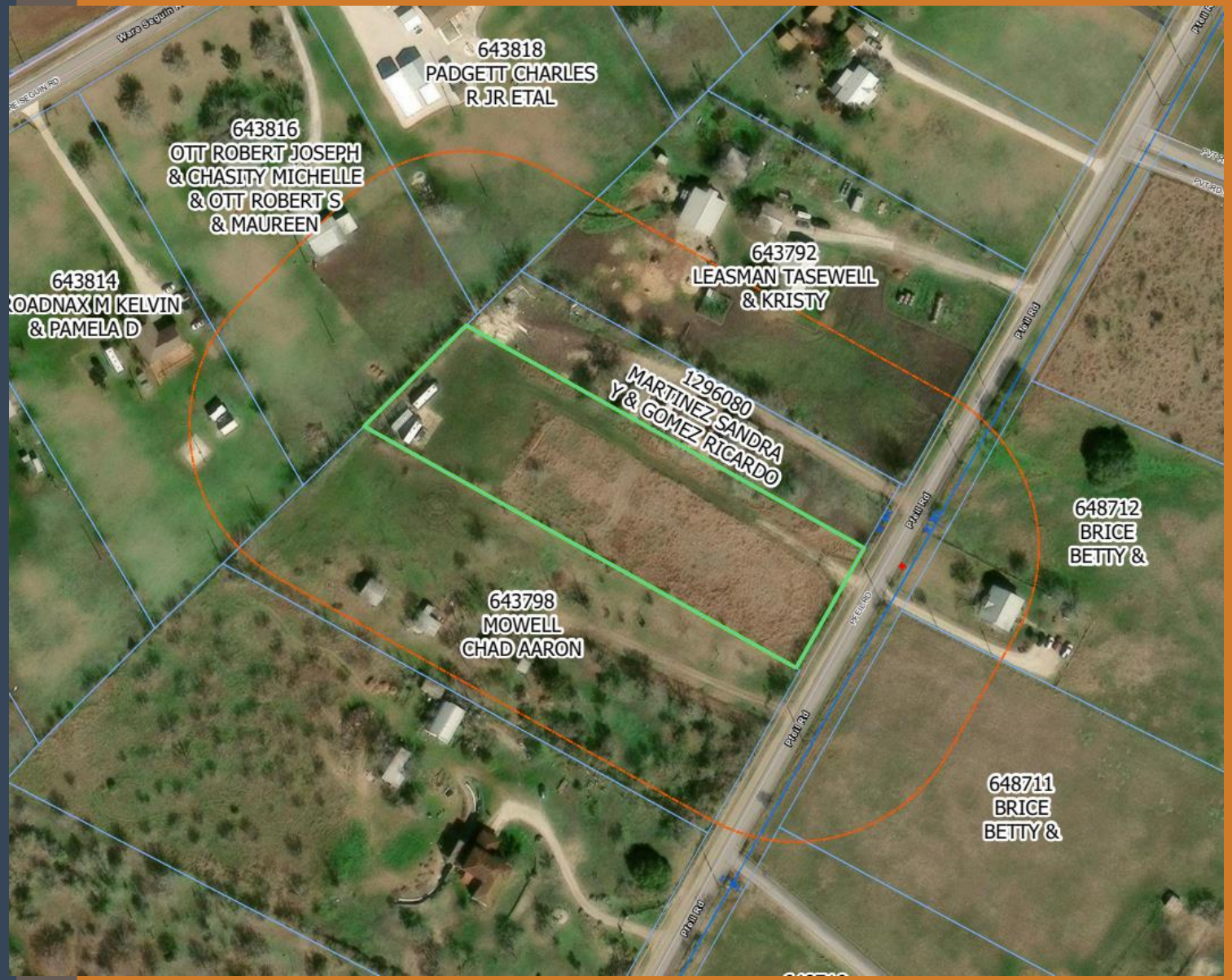

- Approximately 2 Acres
- Bexar PID: 1296079 Existing: Undeveloped
- 6759 Pfeil Rd
- APZ II
- Platted

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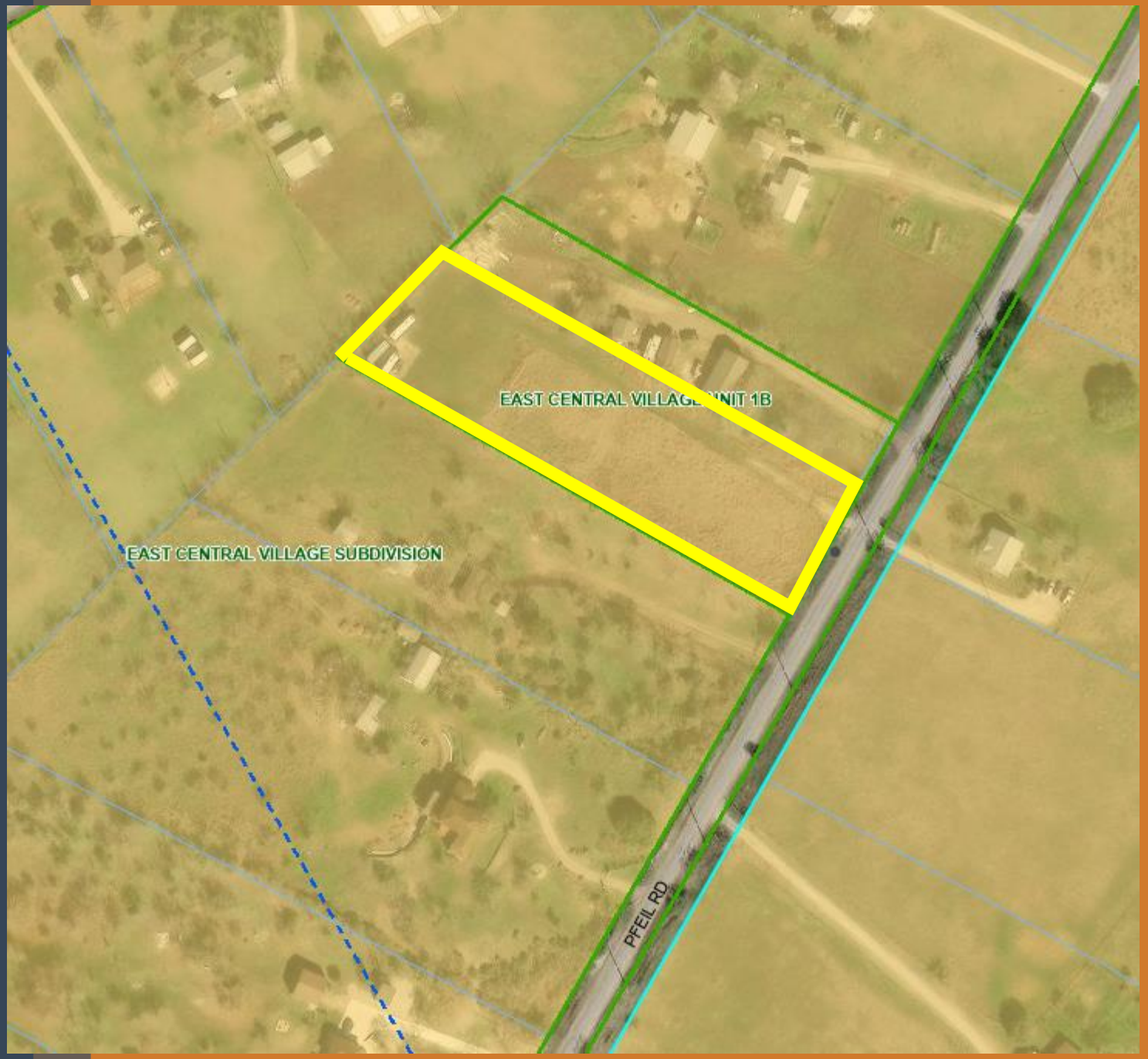
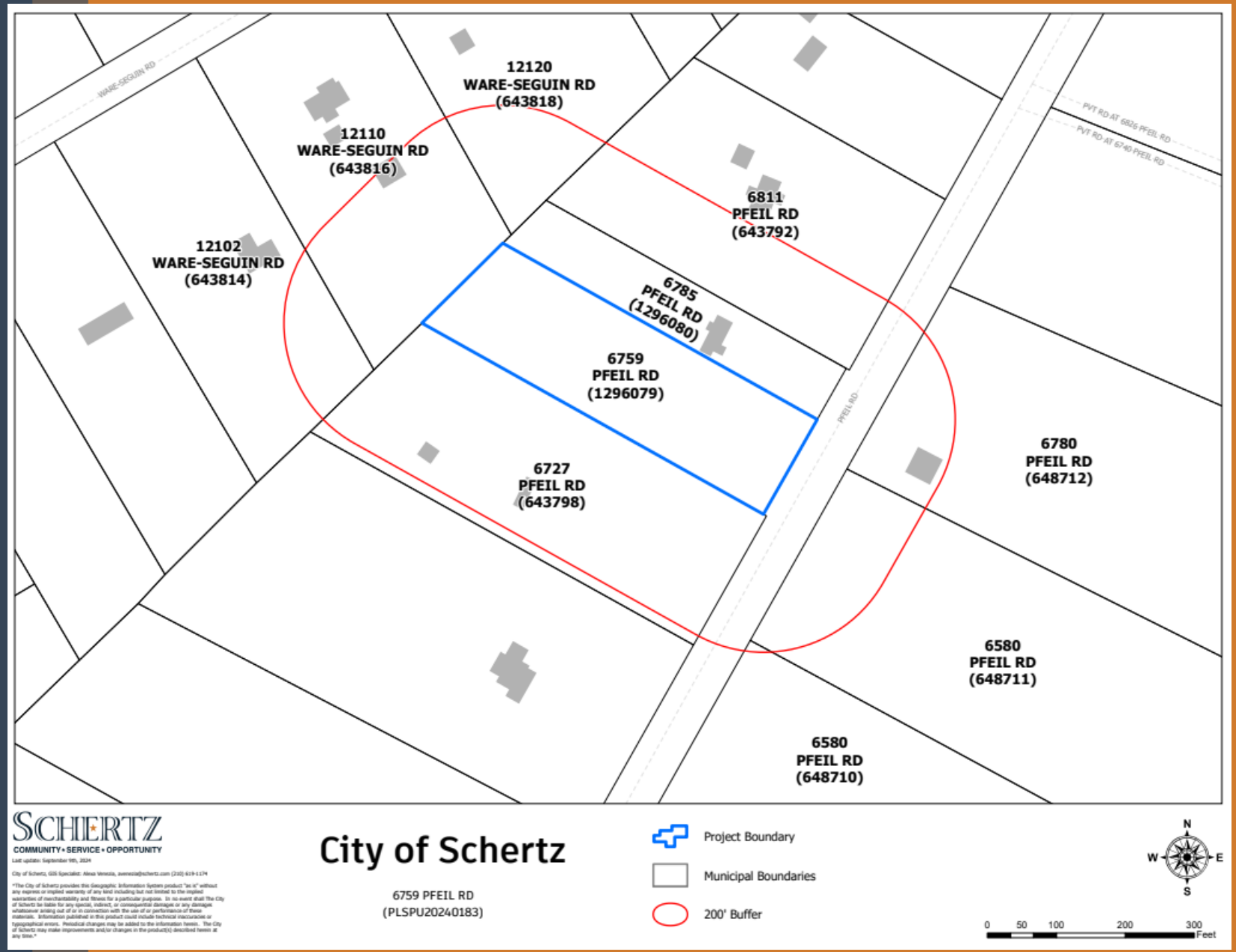


	Existing Zoning	Land Use
Subject Property	Single Family Residential /Agricultural District (R-A)	Undeveloped
North	Single-Family Residential/ Agricultural District (R-A)	Residence
South	Single-Family Residential/ Agricultural District (R-A)	Residence
East	Right-of-Way	Pfeil Road
West	Single-Family Residential/ Agricultural District (R-A)	Residence

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



- On September 17, 2024, a total of 10 Public Hearing Notices were sent out.
- Responses Received as of October 2:
  - 1– Opposition,
  - 0-In Favor
  - 1-Neutral
- 1 sign was posted on the property.
- Posted in the “San Antonio Express” 10.23.2024

SCHERTZ
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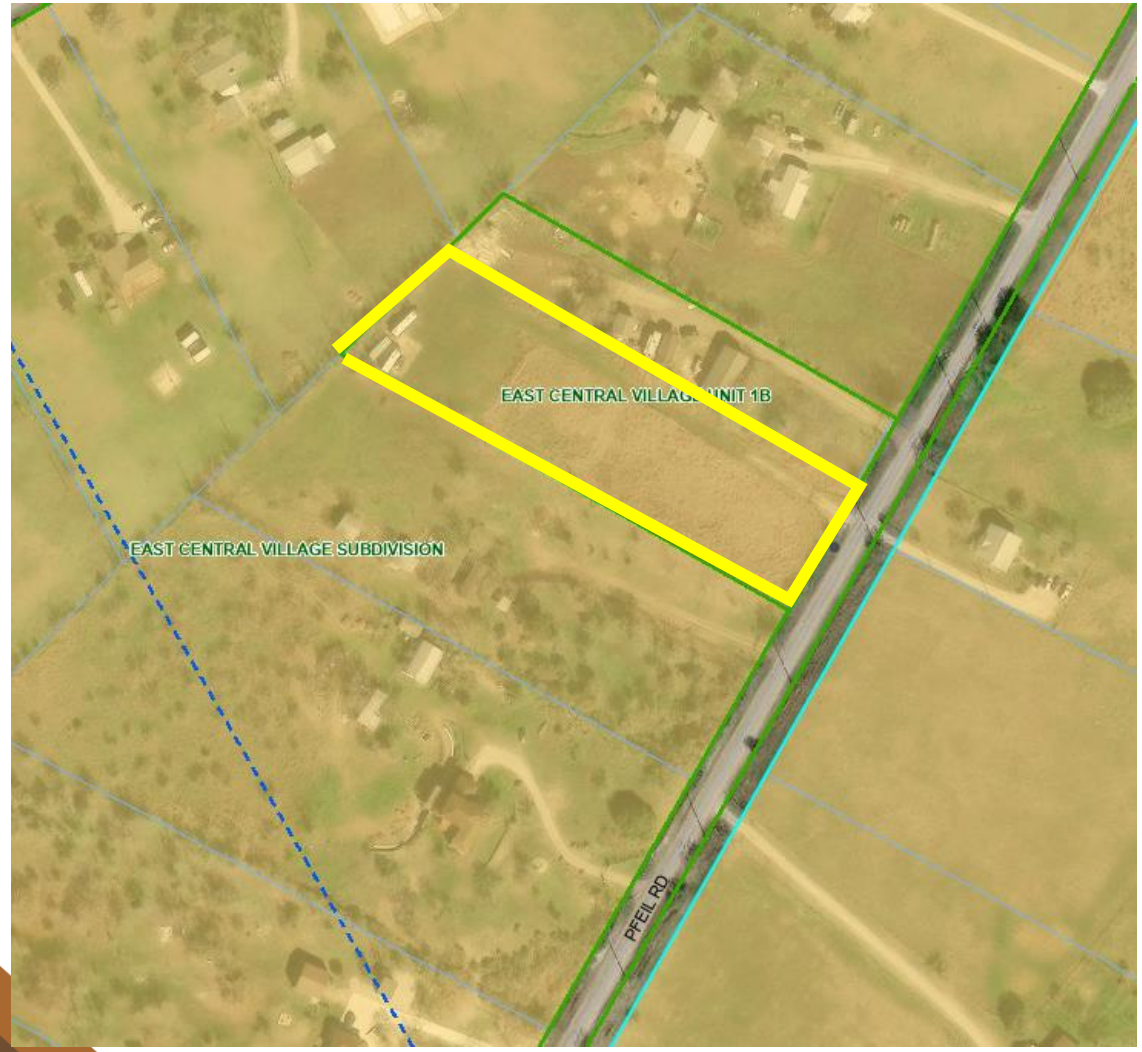
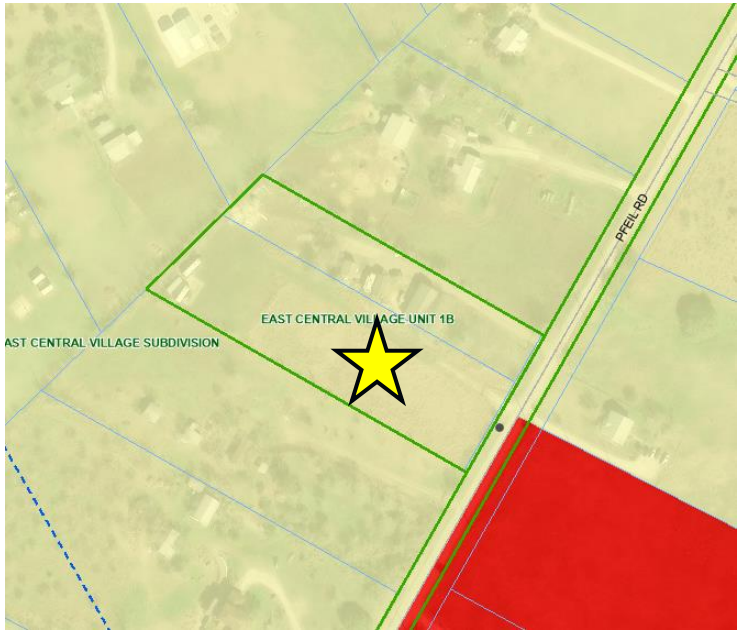
Proposed



- The applicant is requesting a Specific Use Permit to allow a Manufactured/ Mobile Home on approximately 2 acres of land zoned Single-Family Residential/ Agricultural District (R-A), known as 6759 Pfeil Road.
- The subject property is currently undeveloped and is part of the East Central Village Unit 1B Subdivision.
- As per UDC Section 21.5.8, a Specific Use Permit is required for the placement of a Manufactured Home/ Mobile Home in Single-Family Residential/ Agricultural District (R-A).

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

UDC SECTION 21.5.11.D Criteria for Approval



1. The proposed use at the specified location is consistent with the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans.

- The subject property is designated as Rural Living in the Future Land Use Map of the Comprehensive Plan.
- Rural Living is described as sparse development, natural landscapes, and agricultural activity, that emphasizes compatibility with JBSA.
- The proposed Specific Use Permit meets the intent of the Rural Living Land Use Designation as it is proposing the placement of a Manufactured Home on approximately 2 acres that is already platted and is intended to be their residence.
- The applicant has received an affirmative recommendation from JBSA for the proposed use, which is also consistent with the intent of the Rural Living Land Use Designation.

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

UDC SECTION 21.5.11.D Criteria for Approval

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;

- The purpose and intent of the Single-Family Residential/ Agricultural District (R-A) is to provide for areas in which agricultural land may be held in such use for as long as practical and reasonable, where development may be premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical constraints as per UDC Section 21.5.5.

UDC SECTION 21.5.11.D Criteria for Approval

2. Continued.

- The proposed use is consistent with the zoning district and the uses allowed within Single-Family Residential/ Agricultural District (R-A). Due to the location of the subject property within the APZ II, the Specific Use Permit was reviewed by JBSA.

- The Specific Use Permit received an affirmative recommendation from JBSA.

UDC SECTION 21.5.11.D Criteria for Approval

3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as safety, traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;

- In the surrounding areas, there is sparse residential development along Pfeil Road.
- The applicant is proposing to use the subject property for the same use as the surrounding properties.
- The only difference is that the subject property is proposing a Manufactured Home and a Manufactured Home requires a Specific Use Permit for placement within Single-Family Residential / Agricultural District (R-A).

UDC SECTION 21.5.11.D Criteria for Approval

4. The proposed use will not adversely affect the overall health, safety or general welfare of the City;

- As part of promoting health, safety and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.
- The existing Single-Family Residential/ Agricultural District (R-A) zoning of the general area and existing land uses of rural residences are compatible with the proposed manufactured home.
- Additionally, since the property is located within the Accident Potential Zone II (APZ II), they were required to receive an affirmative recommendation of the proposed use from JBSA as per UDC Section 21.5.9.
- The City of Schertz Fire, EMS, and Police Departments have been notified of the Specific Use Permit request to place a Manufactured Home at the subject property and have not provided objections to the request.

UDC SECTION 21.5.11.D Criteria for Approval

5. Whether other factors are deemed relevant and important in the consideration of the Specific Use Permit.

At this time, the Planning and Zoning Commission and City Council have not provided additional criteria for consideration of the Specific Use Permit.

Recommendation

Staff Recommendation

Staff recommends approval of Ord. 24-S-160 due to the proposed use being consistent with the policies of the Comprehensive Plan and being compatible with the surrounding area.

Planning and Zoning Commission

The Planning and Zoning Commission met on October 2, 2024, and made a recommendation of approval with a unanimous vote.

COMMENTS AND QUESTIONS

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Agenda No. 12.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Planning & Community Development**
Subject:	**Ordinance 24-S-161 - Conduct a public hearing and consider a request to rezone approximately 1.4 acres of land, from Office and Professional District (OP) to Neighborhood Services District (NS), generally located 250-feet South of the intersection of Antler Drive and FM 3009, more specifically known as Guadalupe County Property Identification Number 20412, City of Schertz, Guadalupe County, Texas. *First Reading* (B.James/L.Wood/D.Marquez)**

BACKGROUND

The applicant is requesting to rezone approximately 1.4 acres of land from Office and Professional District (OP) to Neighborhood Services District (NS). The subject property is currently undeveloped.

On September 17, 2024, twelve (12) public hearing notices were mailed to the surrounding properties within a 200-foot notification boundary of the subject property. At the time of the staff report, one (1) response in favor, zero (0) responses neutral, and zero (0) responses in opposition have been received. A public hearing notice was published in the "San Antonio Express" on Wednesday, October 23, 2024. Additionally, one (1) sign was placed on the subject property along FM 3009. The Planning and Zoning Commission held a public hearing for this item on October 2, 2024.

The applicant has previously applied for a proposed zone change from Office Professional District (OP) to Neighborhood Services District (NS), at the subject property, and the Planning and Zoning Commission held a public hearing in May 2024. The Planning and Zoning Commission made a recommendation for denial with a 5-1 vote to City Council. The applicant withdrew the application before it could be heard at City Council.

GOAL

The proposed zone change is for approximately 1.4 acres of land to Neighborhood Services District (NS). The applicant wishes to rezone the property to develop an Automated Car Wash.

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

When considering Zone change requests, Staff considers the criteria listed in UDC Section 21.5.4.D. The criteria are listed below.

1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;

The proposed Neighborhood Services District (NS) is not inherently incompatible with the policies of the adopted Comprehensive Land Plan. The Comprehensive Land Plan designates the subject property

as Local Corridor. The Local Corridor land use designation is meant to contain conventional retail centers, small scale mixed-use, multifamily development, and residential uses that are of scale and intensity compatible with the surrounding neighborhoods. Although the proposed Neighborhood Services District (NS) and existing Office and Professional District (OP) do meet the intent of the Local Corridor Land Use Designation, the surrounding subject property zoning designations make the proposed land uses allowed by right in Neighborhood Services District (NS) incompatible.

To the north, west, and south of the subject property, the properties are Single-Family Residential District (R1) and are used for single-family residences. To the east of the property is FM 3009 Right-of-Way, and is the subject property's only access point. Although the subject property is located on FM 3009, and has access to FM 3009, the subject property is surrounded by residential zoned properties that are used for single-family homes. As a result of the subject property being nestled within single-family residences, the proposed zone change to Neighborhood Services District (NS) is not compatible.

2. Whether the proposed zoning promotes the health, safety, and general welfare of the City.
As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. The proposed Neighborhood Services District (NS) dimensional and development standards as stated in Section 21.5.7.B of the Unified Development Code, are not compatible with what is in the immediately surrounding area.

The existing Office Professional District (OP) is more compatible with the immediate surrounding area as it is the least intense commercial zoning district. As per UDC Section 21.5.6, the purpose and intent of the Office Professional District (OP) is to provide ancillary retail services which may include restaurants, coffee shops, and newsstands for office developments. Although the proposed Neighborhood Services District (NS) is intended to provide suitable areas for development of certain limited service and retail uses in proximity to residential uses, it is also intended to be properly buffered from residential uses as per UDC Section 21.5.6. The location of the subject property is surrounded by single-family residences.

The City of Schertz Police, Fire and EMS Departments have reviewed the proposed zone change. The Police Department expressed concerns in relation to the potential number of vehicles within the automated car wash in relation to stacking on site and potential traffic flow issues including overflow onto FM 3009. The applicant did not submit a conceptual or proposed site plan with their zone change application submittal.

3. Whether the uses permitted by the proposed zone change will be consistent and appropriate with existing uses in the immediate area;
The subject property is surrounded by Single-Family Residential (R-1) properties that are used for single-family residences. Although the subject property has access to FM 3009, it is not immediately adjacent to other Neighborhood Services District (NS) properties or properties that are already used for commercial purposes. Additionally, as per UDC Section 21.5.8, Neighborhood Services District (NS) allows uses by right that include alcohol package sales, antique shop, appliances, furniture and home furnishings store, bakery, book store, car wash (automated), civic/convention center, convenience store, day care center, dry cleaning (minor), family or group home, florist, museum, packaging/ mail store, pharmacy, restaurant with a drive in, and retail stores and shops.

Office Professional District (OP) restricts permitted uses by right to art gallery, museum, library, banks, beauty salon/ barber shops, places of worship, government facilities, gymnastics/dance studios, health/fitness center, hospital, hotel, medical or dental clinic, schools, municipal uses, post office,

print shop (minor), private club, recycling collection point, and restaurants.

Many of the allowed uses in Neighborhood Services District (NS) are not appropriate in the immediate area of the land to be reclassified. The existing Office Professional District (OP) and permitted uses are more appropriate in the immediate area of the land to be reclassified.

4. Whether other factors are deemed relevant and important in the consideration of the amendment.
Staff has ensured all UDC requirements have been met for the proposed zone change, and at this time have not received any special consideration from the Planning and Zoning Commission or the City Council.

UDC Article 9 requires additional screening between residential and commercial uses, which requires a solid 8-foot masonry wall with a 20-foot landscape buffer and one (1) tree every thirty (30) linear feet. Although these additional site design requirements are in place to create additional buffering between the single-family homes and commercial uses, there are concerns over the uses allowed within the proposed Neighborhood Services District (NS) that are not compatible with the surrounding area.

RECOMMENDATION

Staff Recommendation
Due to the incompatibility of the proposed Neighborhood Services District (NS) within an enclave of Single Family Residential District (R-1) properties, Staff recommends denial of Ordinance 24-S-161.

Planning and Zoning Commission
On October 2, 2024, the Planning and Zoning Commission held a public hearing on the item and made a recommendation of approval with a 5-2 vote, with Commissioner Hector and Commissioner Wallace with the nay votes.

Attachments

Ordinance 24-S-161 With Attachments
Aerial Exhibit
Public Hearing Notice Map
Public Hearing Responses
City Council Presentation Slides

ORDINANCE NO. 24-S-161

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO REZONE APPROXIMATELY 1.4 ACRES OF LAND FROM OFFICE PROFESSIONAL DISTRICT (OP) TO NEIGHBORHOOD SERVICES DISTRICT (NS), GENERALLY LOCATED 250-FEET SOUTH OF THE INTERSECTION OF ANTLER DRIVE AND FM 3009, SCHERTZ, GUADLAUPE COUNTY, TEXAS, ALSO KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 20412.

WHEREAS, an application to rezone approximately 1.4 acres of land from Office Professional District (OP) to Neighborhood Services District (NS), generally located 250-feet south of the intersection of Antler Drive and FM 3009, 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 October 2, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve; and

WHEREAS, on November 12, 2024, 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.

NOW THEREFORE, BE IT RESOLVED 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 Neighborhood Services District (NS)

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.

PASSED ON FIRST READING, the _____ of _____2024.

PASSED, APPROVED and ADOPTED ON SECOND READING, the _____ of _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

(city seal)

Exhibit “A”
Property Description- Metes and Bounds

ALTA/NSPS LAND TITLE SURVEY

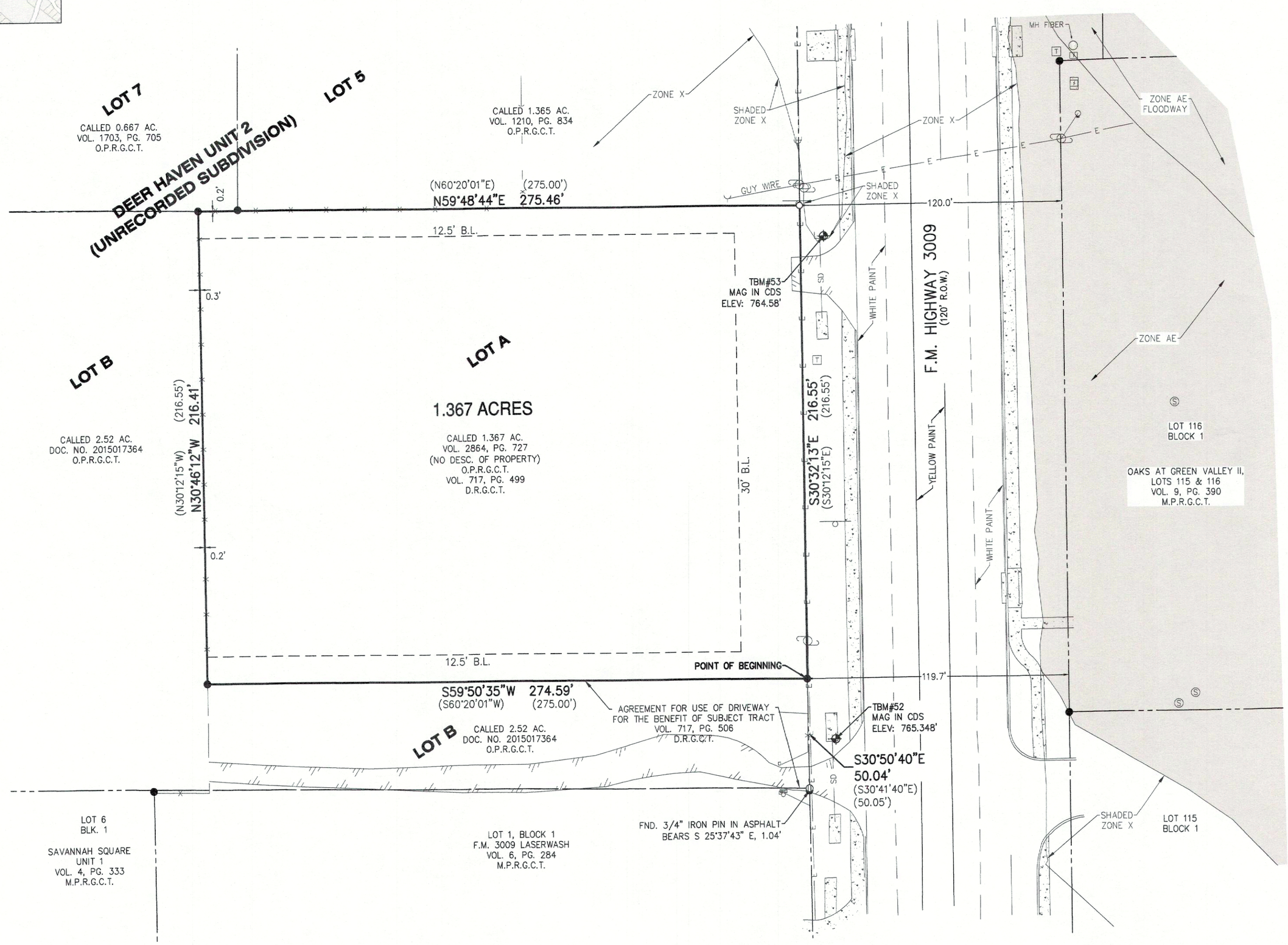
1.367 ACRE TRACT OF LAND IN THE TOREBIA HERRERA SURVEY, ABSTRACT NO. 153, GUADALUPE COUNTY, TEXAS, BEING THE SAME TRACT CONVEYED TO DENNIS G. KUCHERKA, CALLED 1.367 ACRES, RECORDED IN VOLUME 2864, PAGE 727, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS IN VOLUME 717, PAGE 499, DEED RECORDS, GUADALUPE COUNTY, TEXAS.

VICINITY MAP
(NOT TO SCALE)

SCALE: 1"=40'

LEGEND:

- ● = FND. 1/2" IRON PIN UNLESS OTHERWISE NOTED
- ⌀ = FND. RAILROAD SPIKE
- ○ = SET 1/2" IRON PIN W/ PLASTIC CAP STAMPED "HMT" UNLESS OTHERWISE NOTED
- B.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.O.W. = RIGHT-OF-WAY
- ( ) = RECORD CALLS
- T = TELEPHONE VAULT
- E = ELECTRIC JUNCTION BOX
- S = SANITARY SEWER MANHOLE
- = SIGN
- = MAILBOX
- = POWER POLE
- = ELECTRIC METER POLE
- = GUY ANCHOR
- = CONCRETE
- E — = OVERHEAD ELECTRIC
- -x- = BARBED WIRE FENCE
- = EDGE OF ASPHALT
- SD — = STORM DRAIN
- O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
- M.P.R.G.C.T. = MAP & PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- D.R.G.C.T. = DEED RECORDS OF GUADALUPE COUNTY, TEXAS



T.B.D. F.M. 3009
SCHERTZ, TEXAS

THIS SURVEY IS CERTIFIED TO:
WCW HOLDINGS, LLC

TITLE COMMITMENT:
STEWART TITLE GUARANTY COMPANY
GF# 2112114
EFFECTIVE DATE: 08/13/2023

SCHEDULE B

1. REFERENCE RESTRICTIONS RECORDED IN VOLUME 450, PAGE 392, DEED RECORDS, GUADALUPE COUNTY, TEXAS.

10.)

a. RIGHTS OF PARTIES IN POSSESSION. (OWNER TITLE POLICY ONLY)

b. BUILDING SET BACK LINES AS SET OUT IN VOLUME 450, PAGE 392, DEED RECORDS OF GUADALUPE COUNTY, TEXAS. – APPLIES AS SHOWN.

c. RIGHT OF WAY EASEMENT GRANTED TO GUADALUPE VALLEY ELECTRIC COOPERATIVE, INC., BY INSTRUMENT RECORDED IN VOLUME 374, PAGE 65, DEED RECORDS OF GUADALUPE COUNTY, TEXAS. – APPLIES, BLANKET.

d. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN AGREEMENT FOR USE OF DRIVEWAY, RECORDED IN VOLUME 717, PAGE 506, OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS. – APPLIES FOR THE BENEFIT OF SUBJECT TRACT AS SHOWN.

e. NON-SURVEY ITEM.

TABLE A:

1. MONUMENTS HAVE BEEN LOCATED AT ALL MAJOR CORNERS OF THE BOUNDARY.
2. THE ADDRESS OF THE SITE IS TBD FM 3009, SCHERTZ, TEXAS 78154.
3. ACCORDING TO MAP NO. 48187C0210F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR GUADALUPE COUNTY, DATED 11/2/2007, THE SUBJECT TRACT IS SITUATED WITHIN UNSHADED ZONE X.
4. THE AREA OF THIS SITE IS 1.367 ACRES.

7a. NO BUILDINGS WERE LOCATED ON SITE AT THE TIME OF SURVEY.

9. NO PARKING SPACES, OF ANY KIND, WERE LOCATED ON SITE AT THE TIME OF SURVEY.

SURVEYOR'S CERTIFICATION

TO: STEWART TITLE GUARANTY COMPANY, STEWART TITLE OF AUSTIN, LLC AND WCW HOLDINGS, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA/NSPS LAND TITLE SURVEYS, AND INCLUDES ITEMS 1, 2, 3, 4, 7a, AND 9, OF TABLE A THEREOF.

FIELDWORK WAS PREFORMED ON 09/12/2023

DATED THIS 27 DAY OF Sept. 2023.

STATE OF TEXAS
REGISTERED
DOROTHY J. TAYLOR
6295
PROFESSIONAL
LAND SURVEYOR

9-27-23

DOROTHY J. TAYLOR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6295

418.015

DRAWN BY: AFL
FIELD CREW: CJ

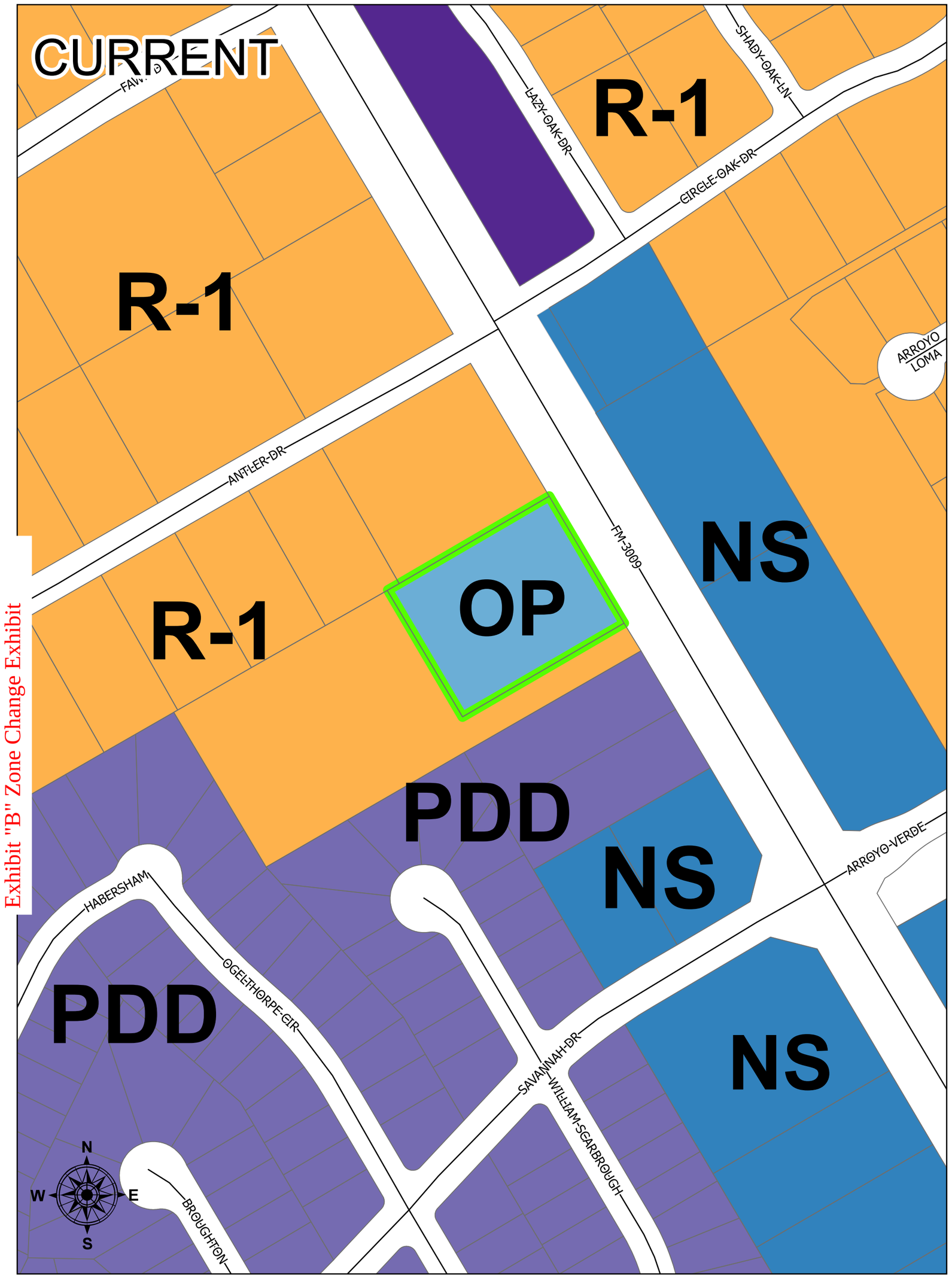
HMT
ENGINEERING & SURVEYING
290 S. CASTELL AVE., STE. 100
NEW BRAUNFELS, TX 78130
TBPE FIRM F-10961
TBPLS FIRM 10153600

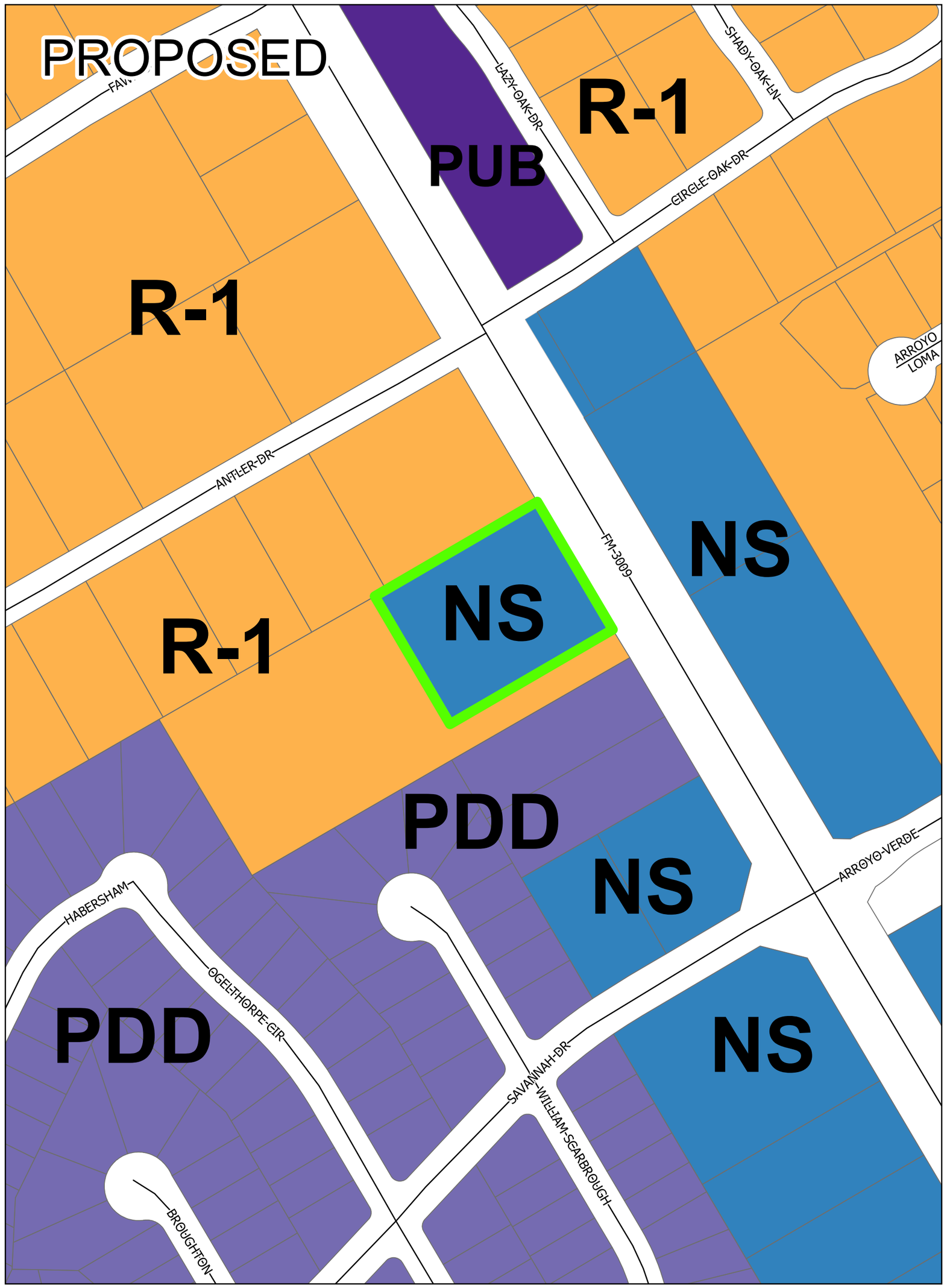
Exhibit "A" Property Description- Metes and Bounds

Drawing Name: S:\Projects\418 - Watershed Crossing\2015 - WCW Schertz\CAD\418.015.dwg Sep 27, 2023 - 2:01pm User: aandler1

Exhibit “B”
Zone Change Exhibit

Exhibit "B" Zone Change Exhibit





SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: September 10, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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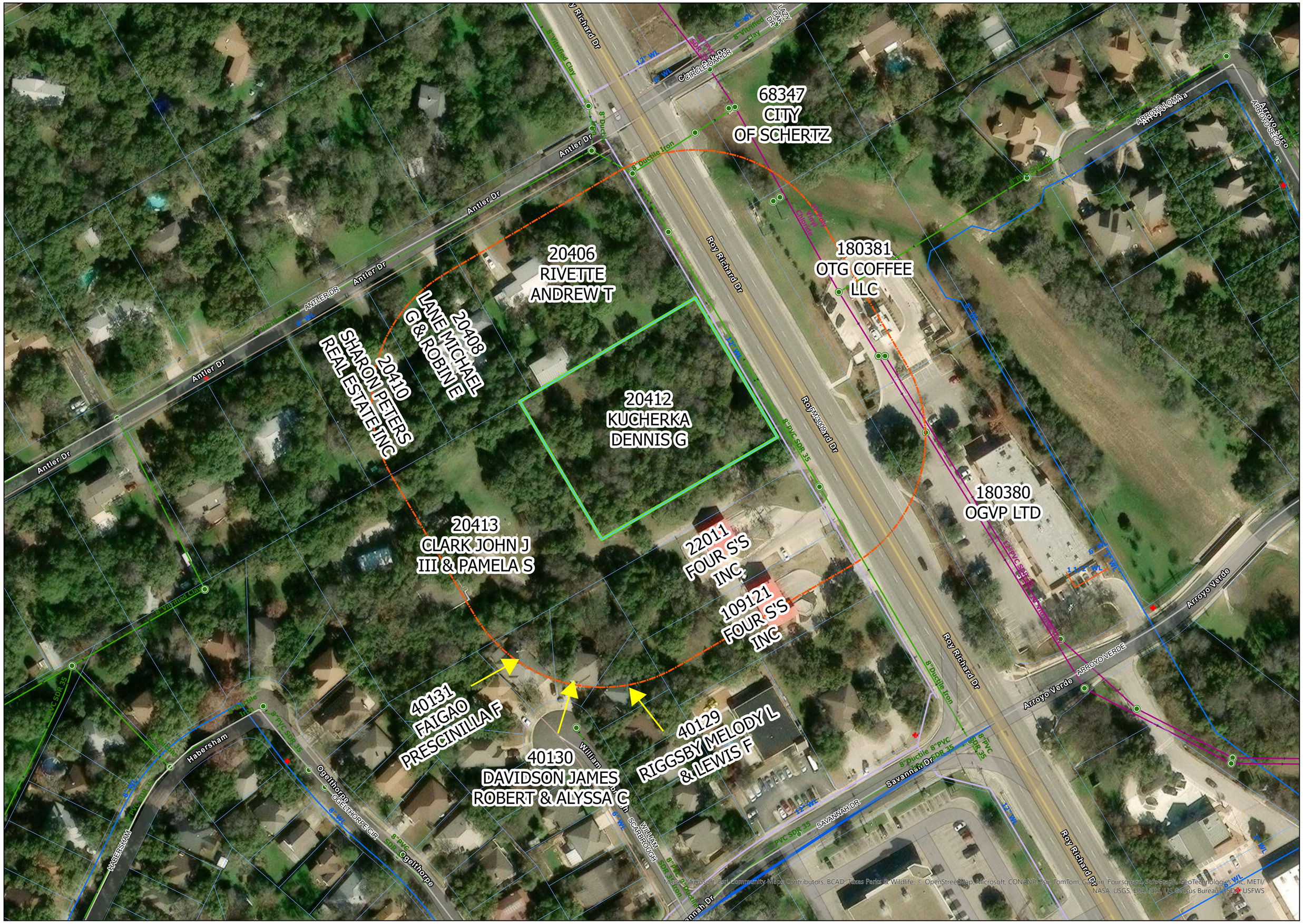
PROPOSED ZONING CHANGE

GUADALUPE COUNTY
PARCEL ID:
20412

Classification

- (PRE) Pre-Development
- (PDD) Planned Development
- (PUB) Public Use
- (R-A) Single-family Residential/Agricultural
- (R-1) Single-Family Residential
- (R-2) Single-Family Residential
- (R-3) Two-Family Residential
- (R-4) Apartment/Multi-Family Residential
- (R-6) Single-family Residential
- (R-7) Single-family Residential
- (AD) Agricultural District
- (GH) Garden Home/Single-Family Residential (Zero Lot Line)
- (TH) Townhome
- (MHS) Manufactured Home Subdivision
- (MHP) Manufactured Home Parks
- (GB) General Business
- (GB-2) General Business II
- (NS) Neighborhood Services
- (OP) Office and Professional
- (MSMU) Main Street Mixed Use
- (MSMU-ND) Main Street Mixed Use New Development
- (M-1) Manufacturing (Light)
- (M-2) Manufacturing (Heavy)
- (DVL) Development Agreement (Delayed Annexation)

0 80 160 320 480 Feet



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SCHERTZ
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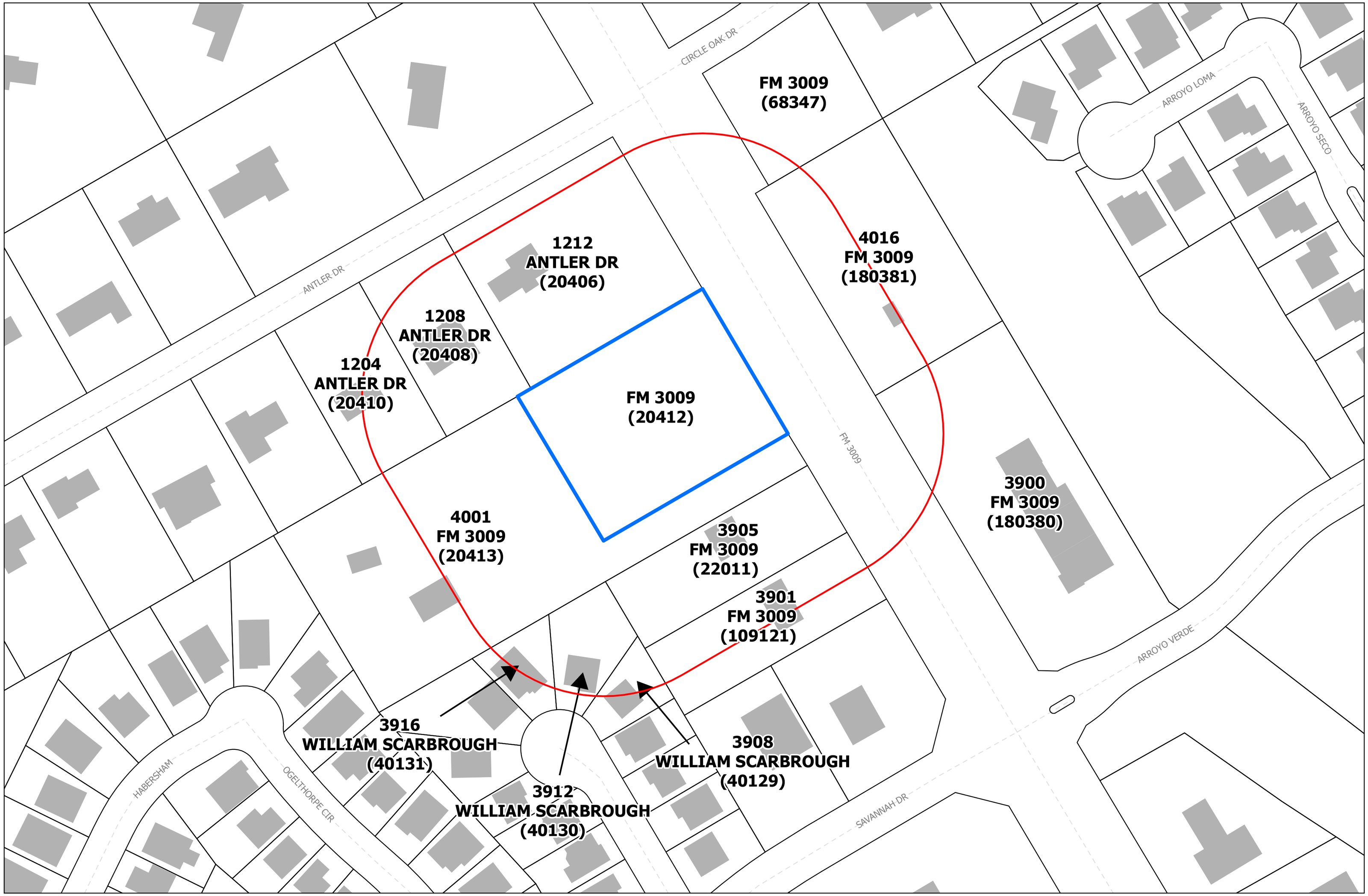
Parcel ID 20412;
Antler Drive & FM 3009
(PLZC20240210)

- Highways
- Major Roads
- Minor Roads
- Freeway
- Principal Arterial
- Planned Principal Arterial
- Secondary Arterial
- Planned Secondary Arterial
- Secondary Rural Arterial
- Planned Secondary Rural Arterial
- Residential Collector
- Planned Residential Collector
- Planned Commercial Collector B
- Commercial Collector A
- Planned Commercial Collector A
- 1"
- 2"
- 3"
- 4"
- 6"
- 8"
- 10"
- 12"
- 16"
- 18"
- 20"
- 24"
- 30"
- 36"
- Unknown
- Schertz Gravity
- Schertz Pressure
- Neighboring Gravity
- Private Pressure
- Hydrant
- Manholes
- CCMA Lift Station
- Private Lift Station
- Schertz Lift Station
- CCMA Treatment Plant
- Schertz Treatment Plant
- County Boundaries
- Schertz Municipal Boundary
- ETJ

0 50 100 200 300 Feet



SCHERTZ
COMMUNITY★SERVICE★OPPORTUNITY

Last update: September 10th, 2024

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City of Schertz

PARCEL ID 20412; ANTLER DR & FM 3009
(PLZC20240210)

Project Boundary

Municipal Boundaries

200' Buffer

N
W E
S

0 50 100 200 300 Feet

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 17, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 2nd, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC20240210 – Hold a public hearing and make a recommendation on a request to rezone approximately 1.4 acres of land, from Office and Professional District (OP) to Neighborhood Services District (NS), generally located 250-feet South of the intersection of Antler Drive and FM 3009, more specifically known as Guadalupe County Property Identification Number 20412, 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. You may return the reply form below by mail or personal delivery to Daisy Marquez, Planner, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Daisy Marquez, Planner at (210) 619-1782.

Sincerely,

Daisy Marquez, AICP
Planner

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240210**

COMMENTS: It is an ideal location for a carwash close to several housing additions

NAME: Dennis Kucherka SIGNATURE Dennis Kucherka
(PLEASE PRINT)

STREET ADDRESS: 157 Alsup Lane, Seguin, Tx 78155

DATE: 9/27/2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

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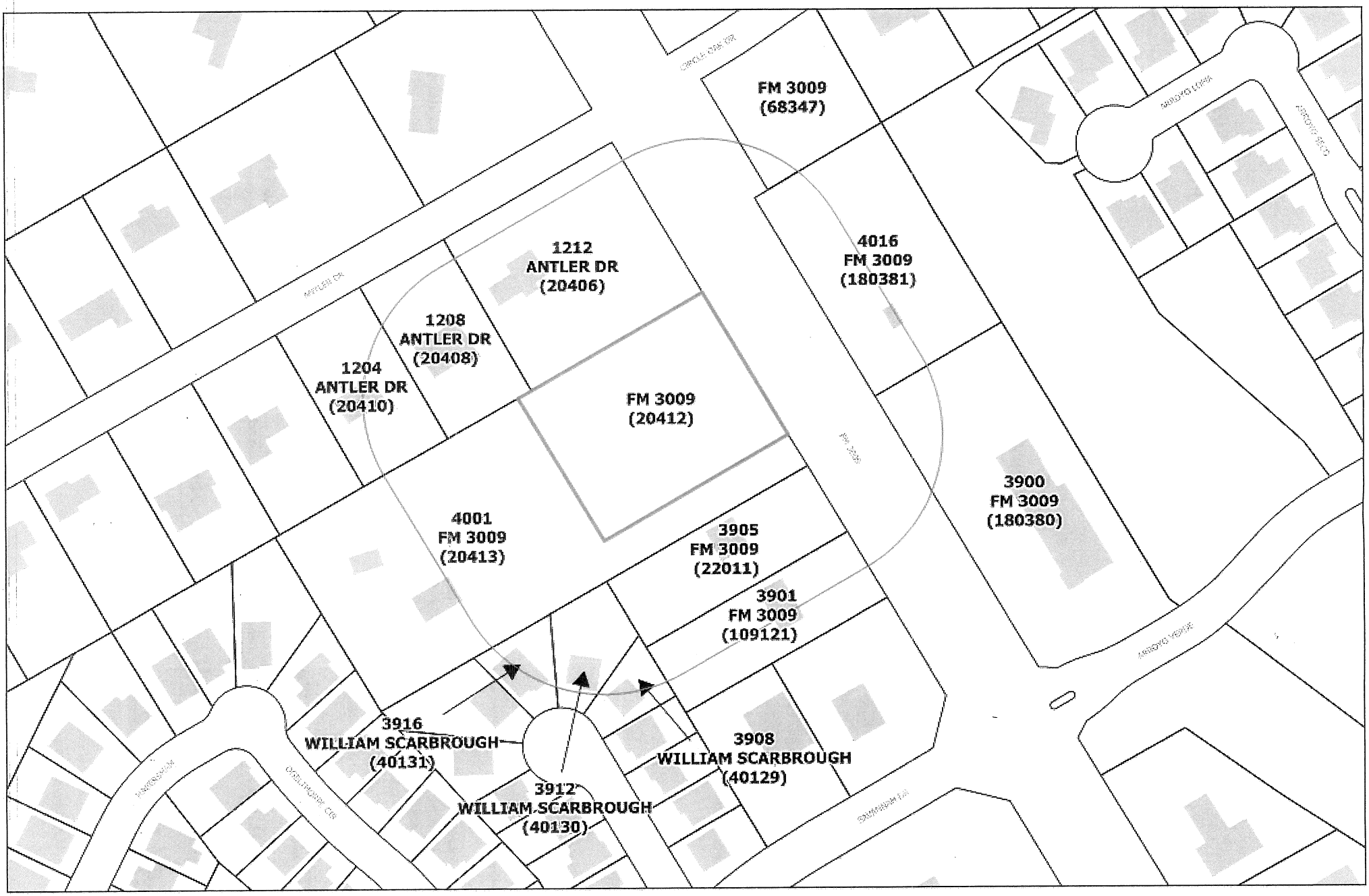
DATE: 9/27/2024



SCHERTZ
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City of Schertz

PARCEL ID 20412; ANTLER DR & FM 3009
(PLZC20240210)

Project Boundary

Municipal Boundaries

200' Buffer

N
W E
S

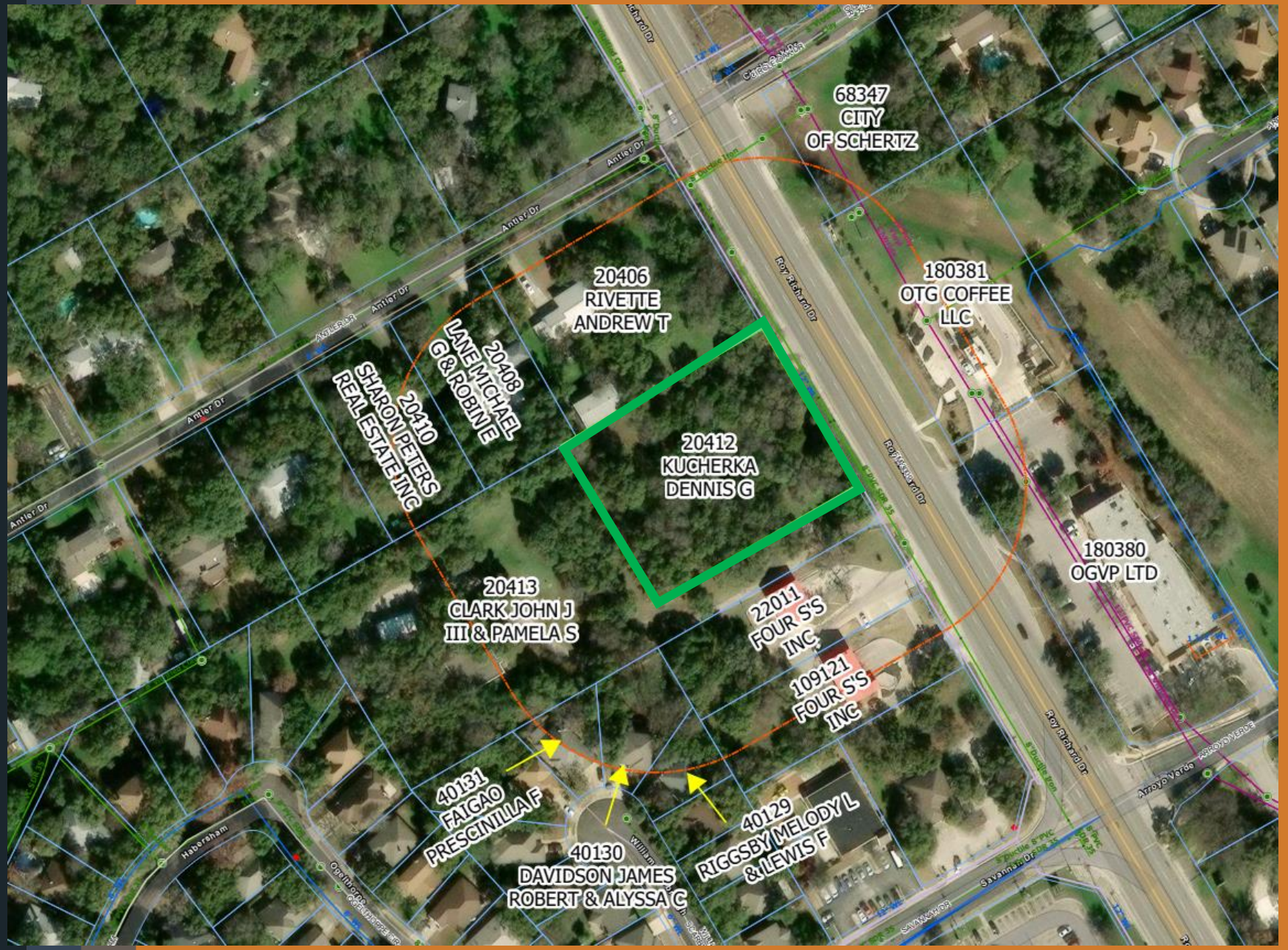
0 50 100 200 300 Feet

Ordinance 24-S-161

Approximately 1.4 acre zone change from Office and Professional District (OP) to Neighborhood Services District (NS)

Daisy Marquez| Planner

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.



1.4 Acres

Guadalupe County ID: 20412

Existing: Undeveloped

SCHERTZ
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	Existing Zoning	Land Use
Subject Property	Office Professional District (OP)	Undeveloped
North	Single-Family Residential District (R-1)	Single-Family Residence
South	Single-Family Residential District (R-1)	Single-Family Residence
East	Right-of-Way	FM 3009
West	Single-Family Residential District (R-1)	Single- Family Residence

- On September 17, 2024, a total of 12 Public Hearing Notices were sent out.
- Responses received as of October 29:
  - 0– Opposition,
  - 1-In Favor
  - 0-Neutral
- 1 sign was posted on the property.
- Posted in the “San Antonio Express” on 10.23.24

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Previous Application

- The applicant has previously applied for a proposed zone change from Office Professional District (OP) to Neighborhood Services District (NS), at the subject property, and the Planning and Zoning Commission held a public hearing in May 2024.
- The Planning and Zoning Commission made a recommendation for denial with a 5-1 vote to City Council.
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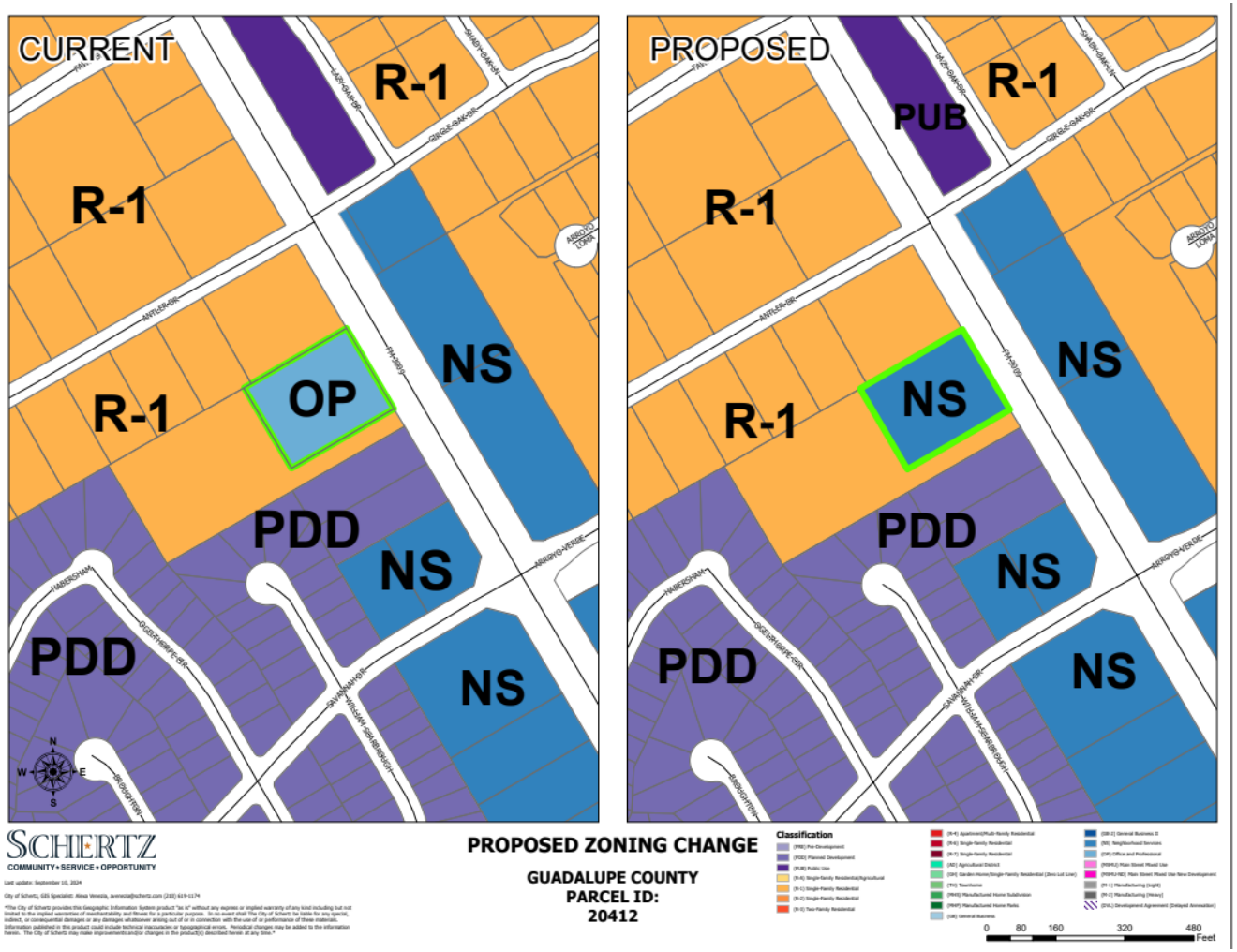
Proposed Zone Change



- The proposed zone change is for approximately 1.4 acres of land to Neighborhood Services District (NS). The applicant wishes to rezone the property to develop an Automated Car Wash.

SCHERTZ
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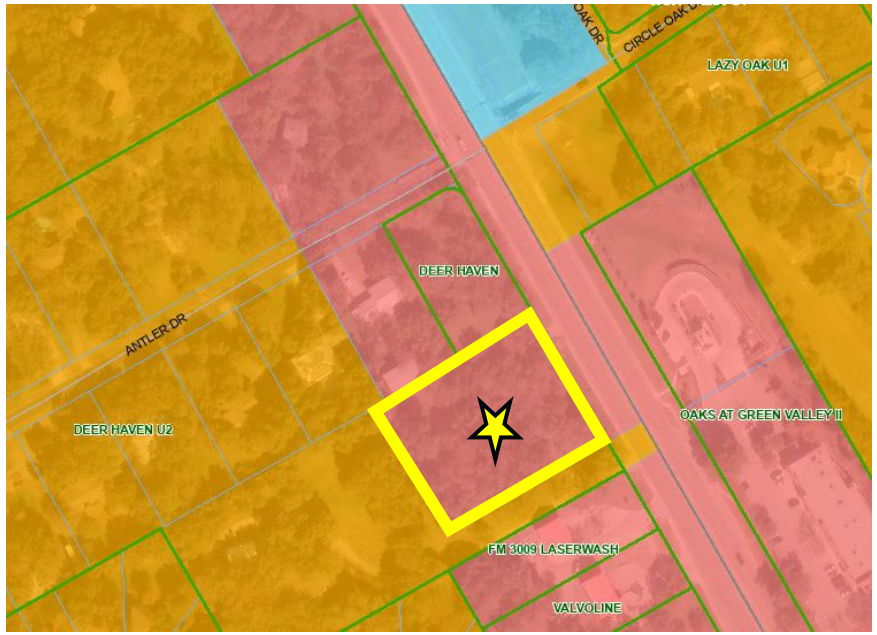
UDC SECTION 21.5.4.D Criteria for Approval



1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;

- *The proposed Neighborhood Services District (NS) is not inherently incompatible with the policies of the adopted Comprehensive Land Plan. The Comprehensive Land Plan designates the subject property as Local Corridor.*
- The Local Corridor land use designation is meant to contain conventional retail centers, small scale mixed-use, multifamily development, and residential uses that are of scale and intensity compatible with the surrounding neighborhoods.
- Although the proposed Neighborhood Services District (NS) and existing Office and Professional District (OP) do meet the intent of the Local Corridor Land Use Designation, the surrounding subject property zoning designations make the proposed land uses allowed by right in Neighborhood Services District (NS) incompatible.

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UDC SECTION 21.5.4.D Criteria for Approval

1. Continued.

- To the north, west, and south of the subject property, the properties are Single-Family Residential District (R1) and are used for single-family residences.
- To the east of the property is FM 3009 Right-of-Way, and is the subject property's only access point.
- Although the subject property is located on FM 3009, and has access to FM 3009, the subject property is surrounded by residential zoned properties that are used for single-family homes.
- As a result of the subject property being nestled within single-family residences, the proposed zone change to Neighborhood Services District (NS) is not compatible.

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UDC SECTION 21.5.4.D Criteria for Approval

2. Whether the proposed zoning promotes the health, safety, and general welfare of the City

- As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.

- The proposed Neighborhood Services District (NS) dimensional and development standards as stated in Section 21.5.7.B of the Unified Development Code, are not compatible with what is in the immediately surrounding area.

Table 21.5.7.B
Dimensional Requirements Non-Residential Zoning Districts

		Minimum Lot Size Dimensions			Minimum Yard Setback (Ft)				Minimum yard Setback (Ft)	Miscellaneous Requirements	
Code	Zoning Districts	Area Sq. Ft.	Width Ft.	Depth Ft.	Front Ft.	Rear Adj. Non-Res Zone	Rear Adj. Res Zone	Side Adj Non-Res Zone	Side Adj to Res Zone	Max Height Ft.	Maximum Impervious Coverage
NS	Neighborhood Services	10,000	100	100	25	0	25	0	25	35	80%

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UDC SECTION 21.5.4.D Criteria for Approval

2. Continued.

- **The existing Office Professional District (OP) is more compatible with the immediate surrounding area as it is the least intense commercial zoning district.**
- As per UDC Section 21.5.6, the purpose and intent of the Office Professional District (OP) is to provide ancillary retail services which may include restaurants, coffee shops, and newsstands for office developments.
- **Although the proposed Neighborhood Services District (NS) is intended to provide suitable areas for development of certain limited service and retail uses in proximity to residential uses, it is also intended to be properly buffered from residential uses as per UDC Section 21.5.6.**
- The location of the subject property is surrounded by single-family residences.

UDC SECTION 21.5.4.D Criteria for Approval

2. Continued.

- The City of Schertz Police, Fire and EMS Departments have reviewed the proposed zone change.
  - The Police Department expressed concerns in relation to the potential number of vehicles within the automated car wash in relation to stacking on site and potential traffic flow issues including overflow onto FM 3009.
  - The applicant did not submit a conceptual or proposed site plan with their zone change application submittal.

UDC SECTION 21.5.4.D Criteria for Approval

3. Whether the uses permitted by the proposed zone change will be consistent and appropriate with existing uses in the immediate area;

- The subject property is surrounded by Single-Family Residential (R-1) properties that are used for single-family residences.
- Although the subject property has access to FM 3009, it is not immediately adjacent to other Neighborhood Services District (NS) properties or properties that are already used for commercial purposes.

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UDC SECTION 21.5.4.D Criteria for Approval

3. Continued.

- **Neighborhood Services District (NS)** allows uses by right that include alcohol package sales, antique shop, appliances, furniture and home furnishings store, bakery, bookstore, car wash (automated), civic/convention center, convenience store, daycare center, dry cleaning (minor), family or group home, florist, museum, packaging/ mail store, pharmacy, restaurant with a drive in, and retail stores and shops.
- **Office Professional District (OP)** restricts permitted uses by right to art gallery, museum, library, banks, beauty salon/ barber shops, places of worship, government facilities, gymnastics/dance studios, health/fitness center, hospital, hotel, medical or dental clinic, schools, municipal uses, post office, print shop (minor), private club, recycling collection point, and restaurants.
- **Many of the allowed uses in Neighborhood Services District (NS) are not appropriate in the immediate area of the land to be reclassified. The existing Office Professional District (OP) and permitted uses are more appropriate in the immediate area of the land to be reclassified.**

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UDC SECTION 21.5.4.D Criteria for Approval

4. Whether other factors are deemed relevant and important in the consideration of the amendment.

- Staff has ensured all UDC requirements have been met for the proposed zone change, and at this time have not received any special consideration from the Planning and Zoning Commission or the City Council.
- FM 3009 is a TXDOT Road and is classified as a Principal Arterial with a planned 120'-130' Right-Of-Way width. The subject property has an existing curb cut on FM 3009, but any proposed driveways will need to be reviewed by the City of Schertz Engineering Department and the Texas Department of Transportation.

UDC Article 9 requires additional screening between residential and commercial uses, which requires a solid 8-foot masonry wall with a 20-foot landscape buffer and one (1) tree every thirty (30) linear feet.

Although these additional site design requirements are in place to create additional buffering between the single-family homes and commercial uses, there are concerns over the uses allowed within the proposed Neighborhood Services District (NS) that are not compatible with the surrounding area.

Recommendation

Staff Recommendation

Due to the incompatibility of the proposed Neighborhood Services District (NS) within an enclave of Single-Family Residential District (R-1) properties, Staff recommends denial of Ord. 24-S-161.

Planning and Zoning Commission

The Planning and Zoning Commission met on October 2, 2024, and made a recommendation of approval with a 5-2 vote.

COMMENTS AND QUESTIONS

SCHERTZ
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Agenda No. 13.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Planning & Community Development**
Subject:	**Ordinance 24-S-157- Conduct a public hearing and consider a request to rezone approximately 218 acres of land to Agricultural District (AD), more specifically known as Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, City of Schertz, Comal County, Texas. *First Reading* (B.James/L.Wood/E.Delgado)**

BACKGROUND

At the July 2, 2024, City Council meeting, City Council approved ordinances annexing and establishing a zoning designation for over 3,000 acres of land in Bexar, Comal and Guadalupe County into the City of Schertz City limits. Originally scheduled as part of the larger annexation process, Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, based on a request of the property owner were not annexed at the July 2, 2024, City Council meeting. The request was to delay the annexation and the zoning of the properties until a Development Agreement could be drafted and reviewed by City Council.

At the July 16, 2024, City Council meeting, City Council approved Resolution 24-R-81, which authorized a Development Agreement with Sharlene and Timothy Fey and Sandra Reeh ET AL for approximately 223 acres. As part of that Development Agreement, the property owners agreed to have their agricultural land annexed into the City of Schertz and zoned. Based on the agreement at the July 16th meeting, City Council approved Ordinances 24-A-44, 24-A-46, 24-A-47, 24-A-48, 24-A-49 and 24-A-50 annexing Comal County Property Identifications Numbers 79001, 78946, 75480, 78247, 79009, and 79006 into the City of Schertz City limits. However, due to these properties being removed from the zoning ordinances for the rest of the annexation properties, a zoning district was not established at the same time as the annexation.

The purpose of PLZC20240227 is to establishing a zoning designation for these parcels that were annexed on July 16, 2024, based on Resolution 24-R-81, and the specific annexation ordinances for the parcels. There is no development planned for these properties at this time. The zoning request is strictly to establish a permanent zoning designation for these properties. The proposed Agricultural District (AD) would be consistent with the properties that were annexed and zoned in July of 2024.

On September 19, 2024, nine (9) public hearing notices were mailed to the surrounding property owners within a 200-foot notification boundary of the subject parcels. Additionally, the property owners of parcels included within the zoning boundary were notified per Texas Local Government Code (LGC) Section 211.006. Comal Independent School District was also notified of the proposed zoning. At the time of this staff report three (3) responses in favor, zero (0) responses neutral, and zero (0) responses in opposition have been received. A public hearing notice was published in the "San Antonio Express" on October 23, 2024. Additionally, public hearing notice signs were placed along FM 482 on September 20, 2024. The Planning and Zoning Commission met on Wednesday, October 2, 2024, and held a public hearing on this item.

GOAL

The proposed request is to establish a zoning designation for approximately 218 acres, specifically, Agricultural District (AD). The goal is to zone these subject properties in conformance with the Comprehensive Land Use Plan - Future Land Use Map and the existing land uses on the subject properties and to be consistent with the rest of the properties that were annexed and zoned to Agricultural District (AD) in July of 2024.

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

When evaluating zone changes, staff uses the criteria listed in UDC Section 21.5.4.D. The criteria are listed below.

1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;

The proposal is to zone all 218 acres as Agricultural District (AD) based on the subject property's existing land uses, the property's location, and the designation on the Future Land Use Map as adopted by Ordinance 24-S-06. Comal County Property Identification Number 79006 is identified as Development Deferment, which is typically utilized for large tracts that house heavy industrial. Comal County Property Identification Number 79009 is identified in the Comprehensive Land Use Plan- Future Land Use Map as Local Corridor which is described as locally oriented commercial and entertainment areas typically situated along medium- to high-volume collector roads. Comal County Property Identification Numbers 79001, 78946, 75480, and 78247 are identified in the Comprehensive Land Use Plan- Future Land Use Map as Regional Corridor which is described as commercial and entertainment areas along major thoroughfares that serve populations within the City and the broader region.

Although the subject parcels have differing Comprehensive Land Use Plan- Future Land Use Map designations the proposed Agricultural District (AD) is consistent with the Comprehensive Land Use designations. The Future Land Use Map within the Comprehensive Land Use Plan is a guiding document for determining appropriate land uses and development types for the future vision of Schertz. However, the existing conditions and existing land uses need to be considered when reviewing zoning applications. The proposed zoning is not based on a proposed development, but strictly due the annexation of these properties into the City of Schertz. If the subject properties were proposed to be developed in the future, the zoning designation will also need to be reviewed in conjunction with the Comprehensive Land Use Plan and Future Land Use Map.

2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. Agricultural District (AD) is intended to provide as a base zoning district for agricultural and residential land uses. Residences in this District are intended to be on a minimum lot size of 217,800 square feet (five acres). Clustering of up to two homes may be allowed on the same lot subject to setback requirements. This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical

restraints or potential health or safety hazards.The proposed zoning district designations are compatible with the surrounding land uses and existing zoning designations of the surrounding properties. The proposed Agricultural District (AD) would allow for the residential and agricultural operations land uses to remain in a conforming status.

A public hearing notice was mailed to Comal Independent School District to notify them of the proposed zoning. The City of Schertz Police, Fire and EMS Departments have indicated they do not have any concerns regarding the proposed rezoning requests or their ability to provide services.

With the completed annexation and proposed zoning of the properties, the City is better able to guide future development to ensure conformance with the Master Thoroughfare Plan, the Master Water Plan and Master Sewer Plan for the City. Additionally, the annexation and associated zoning would ensure that any future developments will meet City standards to ensure cohesive development across the City of Schertz which ultimately will ensure the safe, orderly, and efficient development of the City. Although no development plans are currently proposed for the properties being zoned, if development was to occur the water, sewer, and roadways would be evaluated during the development process.

3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;

The subject parcels are currently utilized for agricultural purposes. The proposed zoning designation of Agricultural District (AD) is appropriate in the immediate area of the land to be zoned. Since the proposed zoning designations are based on conformance with the Comprehensive Land Use Plan- Future Land Use Map and with the existing land uses on the subject properties, the majority of the properties' land uses will be in conformance with the proposed zoning designation of Agricultural District (AD). The proposed zoning designation is appropriate in the immediate area of the land to be zoned.

4. Whether other factors are deemed relevant and important in the consideration of the amendment.

Staff has ensured all UDC requirements have been met for the proposed zone change, and did not receive any special considerations from the Planning and Zoning Commission. Due to the subject properties being annexed into the City of Schertz on July 16, 2024 a zoning district needs to be established for the subject properties. The proposed zoning designation is in conformance with the recently adopted Comprehensive Land Use Plan- Future Land Use Map and is consistent with the other properties that were annexed in July of 2024 and zoned Agricultural District (AD).

RECOMMENDATION

Staff Recommendation

Due to the compatibility with the surrounding area, and implementation of the policies in the Comprehensive Land Use Plan and Future Land Use Map, Staff recommends approval of Ordinance 24-S-157.

Planning and Zoning Commission Recommendation

The Planning and Zoning Commission met on Wednesday, October 2, 2024, held a public hearing and made a recommendation of approval with a 7-0 vote.

Attachments

Ordinance No. 24-S-157 With Attachments
Aerial Exhibit
Public Hearing Notice Map
Public Hearing Notice Responses
City Council Presentation Slides

ORDINANCE NO. 24-S-157

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE OFFICIAL ZONING MAP TO ZONE APPROXIMATELY 218 ACRES OF LAND TO AGRICULTURAL DISTRICT (AD) KNOWN AS COMAL COUNTY PROPERTY IDENTIFICATION NUMBERS 79001, 78946, 75480, 78247, 79009, 79006, SCHERTZ, COMAL COUNTY, TEXAS.

WHEREAS, an application to zone approximately 218 acres of land to Agricultural District (AD), known as a Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, 79006, more specifically described in the Exhibit A 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 October 2, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval; and

WHEREAS, on November 12, 2024, 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.

NOW THEREFORE, BE IT RESOLVED 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, is hereby zoned Agricultural District (AD).

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.

PASSED ON FIRST READING, the _____ of _____, 2024.

PASSED, APPROVED and ADOPTED ON SECOND READING, the _____ of _____, 2024.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

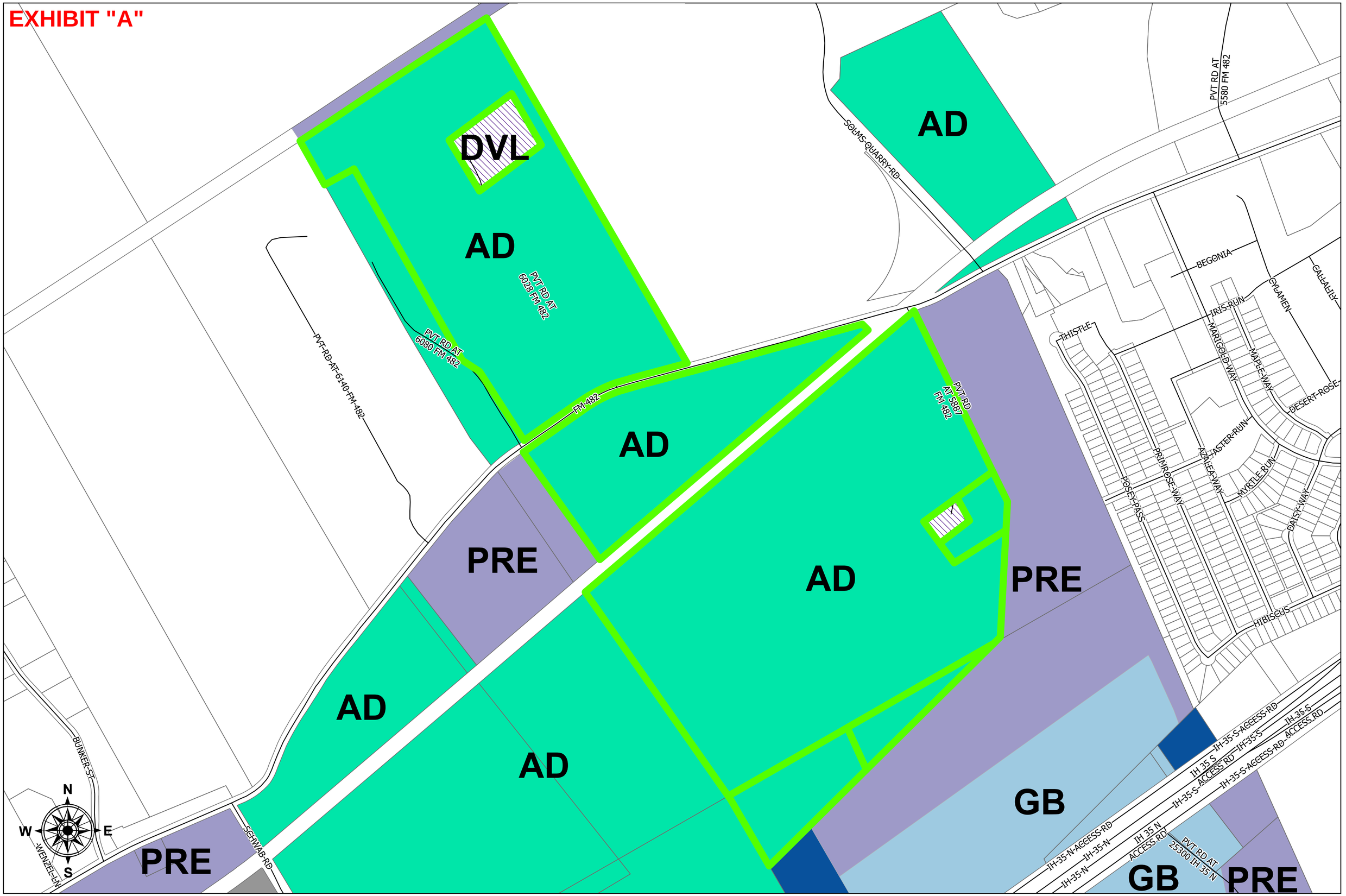
ATTEST:

_____
Sheila Edmondson, City Secretary

(city seal)

Exhibit “A”
Zone Change Exhibit

EXHIBIT "A"



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: September 17, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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ZONING CHANGE
COMAL COUNTY
PARCEL IDs:
79001, 78946, 75480, 78247, 79009, 79006

Classification

- (PRE) Pre-Development
- (PDD) Planned Development
- (PUB) Public Use
- (R-A) Single-family Residential/Agricultural
- (R-1) Single-Family Residential
- (R-2) Single-Family Residential
- (R-3) Two-Family Residential
- (R-4) Apartment/Multi-Family Residential
- (R-6) Single-family Residential
- (R-7) Single-family Residential
- (AD) Agricultural District
- (GH) Garden Home/Single-Family Residential (Zero Lot Line)
- (TH) Townhome
- (MHS) Manufactured Home Subdivision
- (MHP) Manufactured Home Parks
- (GB) General Business
- (GB-2) General Business II
- (NS) Neighborhood Services
- (OP) Office and Professional
- (MSMU) Main Street Mixed Use
- (MSMU-ND) Main Street Mixed Use New Development
- (M-1) Manufacturing (Light)
- (M-2) Manufacturing (Heavy)
- (DVL) Development Agreement (Delayed Annexation)

0 250 500 1,000 1,500 Feet

79019
CAPITOL AGGREGATES INC

78991
WORD LONE STAR RANCH LTD

79020
CAPITOL AGGREGATES INC

79004
FEY SHARLENE E & TIMOTHY A

378725
NEW BRAUNFELS UTILITIES

78960
HOFFMANN TODD D

78992
WORD LONE STAR RANCH LTD

79006
FEY SHARLENE E & TIMOTHY A

78906
I 35 INVESTMENT PROPERTIES LP & ENGLE I 35 LLC

78976
ZIPP DONALD

79009
FEY TIMOTHY A & SHARLENE E

78942
LOGAN SHERILYN M

78946
REEH SANDRA ET AL

78993
WORD LONE STAR RANCH LTD

79001
REEH SANDRA

78945
REEH SANDRA

78178
I 35 INVESTMENT PROPERTIES LP & ENGLE I 35 LLC

79017
SCHAEFER HOWARD & ALICE

78247
REEH SANDRA

75480
REEH SANDRA

75468
SCHAEFER HOWARD & ALICE

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Parcel IDs:
79001, 78946, 75480, 78247, 79009, 79006

Highways
Major Roads
Minor Roads

Freeway
Principal Arterial
Planned Principal Arterial
Secondary Arterial
Planned Secondary Arterial
Secondary Rural Arterial

Planned Secondary Rural Arterial
Residential Collector
Planned Residential Collector
Planned Commercial Collector B
Commercial Collector A
Planned Commercial Collector A

1"
2"
3"
4"
6"

8"
10"
12"
16"
18"

20"
24"
30"
36"
Unknown

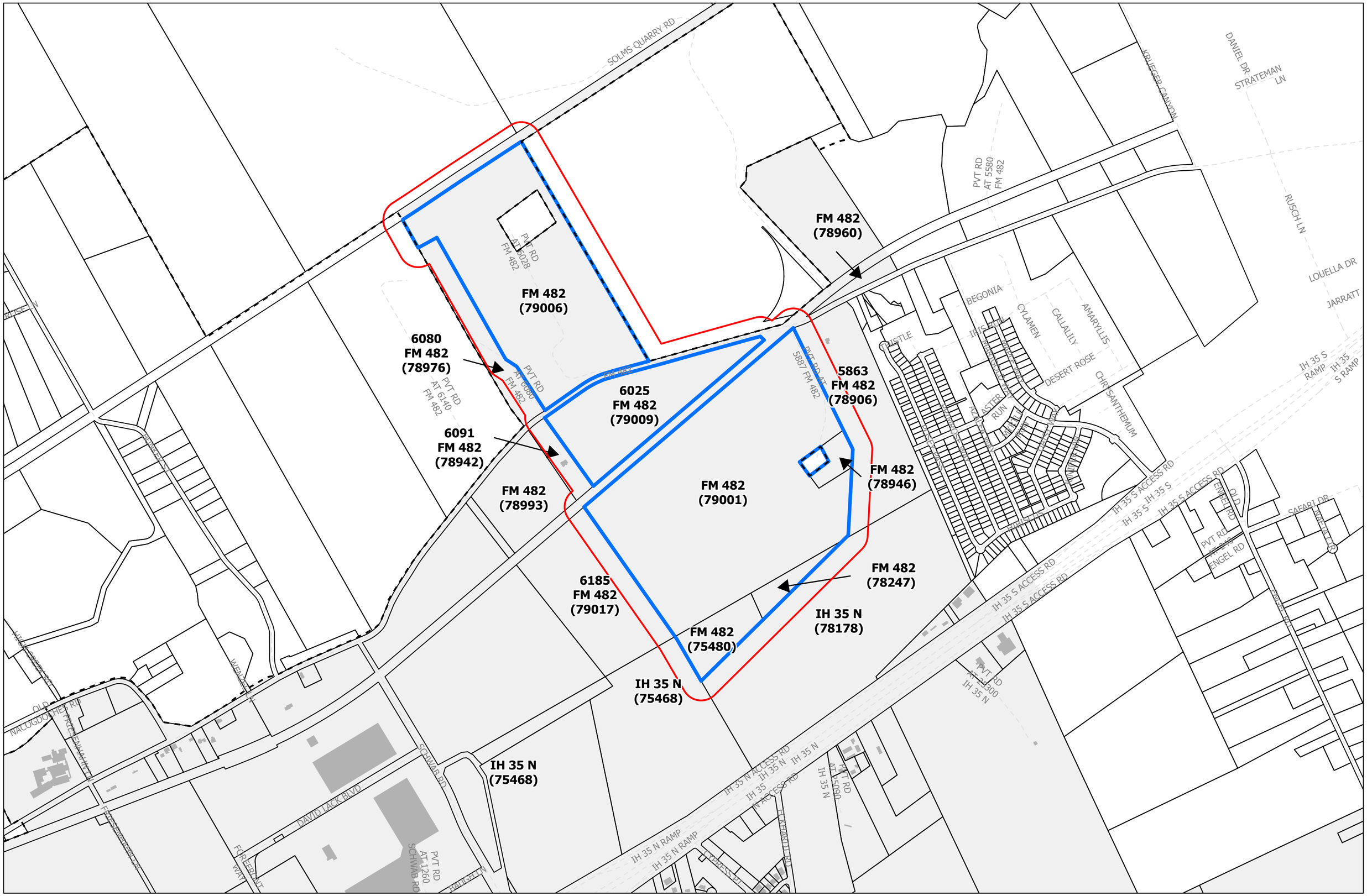
Schertz Gravity
Schertz Pressure
Neighboring Gravity
Private Pressure

Hydrant
Manholes
CCMA Lift Station
Private Lift Station

Schertz Lift Station
CCMA Treatment Plant
Schertz Treatment Plant

County Boundaries
Schertz Municipal Boundary
ETJ

0 300 600 1,200 1,800
Feet



SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last update: September 18th, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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City of Schertz

PARCEL IDs: 79001, 78946, 75480, 78247, 79009, 79006

Project Boundary
200' Buffer
City Limits
Schertz ETJ Boundary

N
W
E
S

0 400 800 1,600 2,400 Feet

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240227**

COMMENTS: _____

NAME: Donald Zipp SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: 26875 Cynthia Dr., SA, TX 78266

DATE: 9-23-2024

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 19, 2024

Dear Property Owner,

The Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, October 2nd, 2024** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and make a recommendation on the following item:

PLZC20240227 – Hold a public hearing and make a recommendation on a request to rezone approximately 218 acres of land to Agricultural District (AD), more specifically known as Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, City of Schertz, Comal 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. You may return the reply form below by mail or personal delivery to Emily Delgado, Planning Manager, 1400 Schertz Parkway, Schertz, Texas 78154, or by e-mail: planning@schertz.com. If you have any questions, please feel free to call Emily Delgado, Planning Manager at (210) 619-1784.

Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☑ opposed to ☐ neutral to ☐ the request for **PLZC20240227**

COMMENTS: _____

NAME: Timothy Fey Sharlene Fey (PLEASE PRINT) SIGNATURE Timothy A. Fey Sharlene Fey

STREET ADDRESS: 6028 Fm 482, New Braunfels TX 78132

DATE: 9/27/2024

Property IDs: 79009 and ~~79001~~ 79006

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

September 19, 2024

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Sincerely,

Emily Delgado

Emily Delgado
Planning Manager

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council.*** *If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☒ opposed to ☐ neutral to ☐ the request for **PLZC20240227**

COMMENTS: _____

NAME: Sandra Reech SIGNATURE Sandra Reech
(PLEASE PRINT)

STREET ADDRESS: 5887 FM 482, New Braunfels TX 78132

DATE: Sept. 24, 2024

Ordinance 24-S-157

Approximately 218 acre zoning to Agricultural District (AD)

Comal County Property IDs: 79001, 78946, 75480, 78247, 79009, 79006

Emily Delgado | Planning Manager

SCHERTZ
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Background

- At the July 2, 2024, City Council meeting, City Council approved ordinances annexing and establishing a zoning designation for over 3,000 acres of land in Bexar, Comal and Guadalupe County into the City of Schertz City limits.

- Originally scheduled as part of the larger annexation process, Comal County Property Identification Numbers 79001, 78946, 75480, 78247, 79009, and 79006, based on request of the property owner, were not annexed at the July 2, 2024, City Council meeting.

- The request was to delay the annexation and the zoning of the properties until a Development Agreement could be drafted and reviewed by City Council.

Background Continued

- At the July 16, 2024, City Council meeting, City Council approved Resolution 24-R-81, which authorized a Development Agreement with Sharlene and Timothy Fey and Sandra Reeh ET AL for approximately 223 acres.

- As part of that Development Agreement, the property owners agreed to have their agricultural land annexed into the City of Schertz and zoned. Based on the agreement at the July 16th meeting, City Council approved Ordinances 24-A-44, 24-A-46, 24-A-47, 24-A-48, 24-A-49 and 24-A-50 annexing Comal County Property Identifications Numbers 79001, 78946, 75480, 78247, 79009, and 79006 into the City of Schertz City limits.

- However, due to these properties being removed from the zoning ordinances for the rest of the annexation properties, a zoning district was not established at the same time as the annexation.

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Background Continued

- The purpose of PLZC20240227 is to establishing a zoning designation for these parcels that were annexed on July 16, 2024, based on Resolution 24-R-81, and the specific annexation ordinances for the parcels.

- There is no development planned for these properties at this time. The zoning request is strictly to establish a permanent zoning designation for these properties.

- The proposed Agricultural District (AD) would be consistent with the properties that were annexed and zoned in July of 2024.

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Parcel IDs:
79001, 78946, 75480, 78247, 79009, 79006

Highways
Major Roads
Minor Roads
Freeway
Principal Arterial
Planned Principal Arterial
Secondary Arterial
Planned Secondary Arterial
Secondary Rural Arterial
Planned Secondary Rural Arterial
Residential Collector
Planned Residential Collector
Planned Commercial Collector B
Commercial Collector A
Planned Commercial Collector A
1" 2" 3" 4" 6"
8" 10" 12" 16" 18"
20" 24" 30" 36" Unknown
Schertz Gravity
Schertz Pressure
Neighboring Gravity
Private Pressure
Hydrant
Manholes
CCMA Lift Station
Private Lift Station
Schertz Lift Station
CCMA Treatment Plant
Schertz Treatment Plant
County Boundaries
Schertz Municipal Boundary
ETJ
0 300 600 1,200 1,800 Feet

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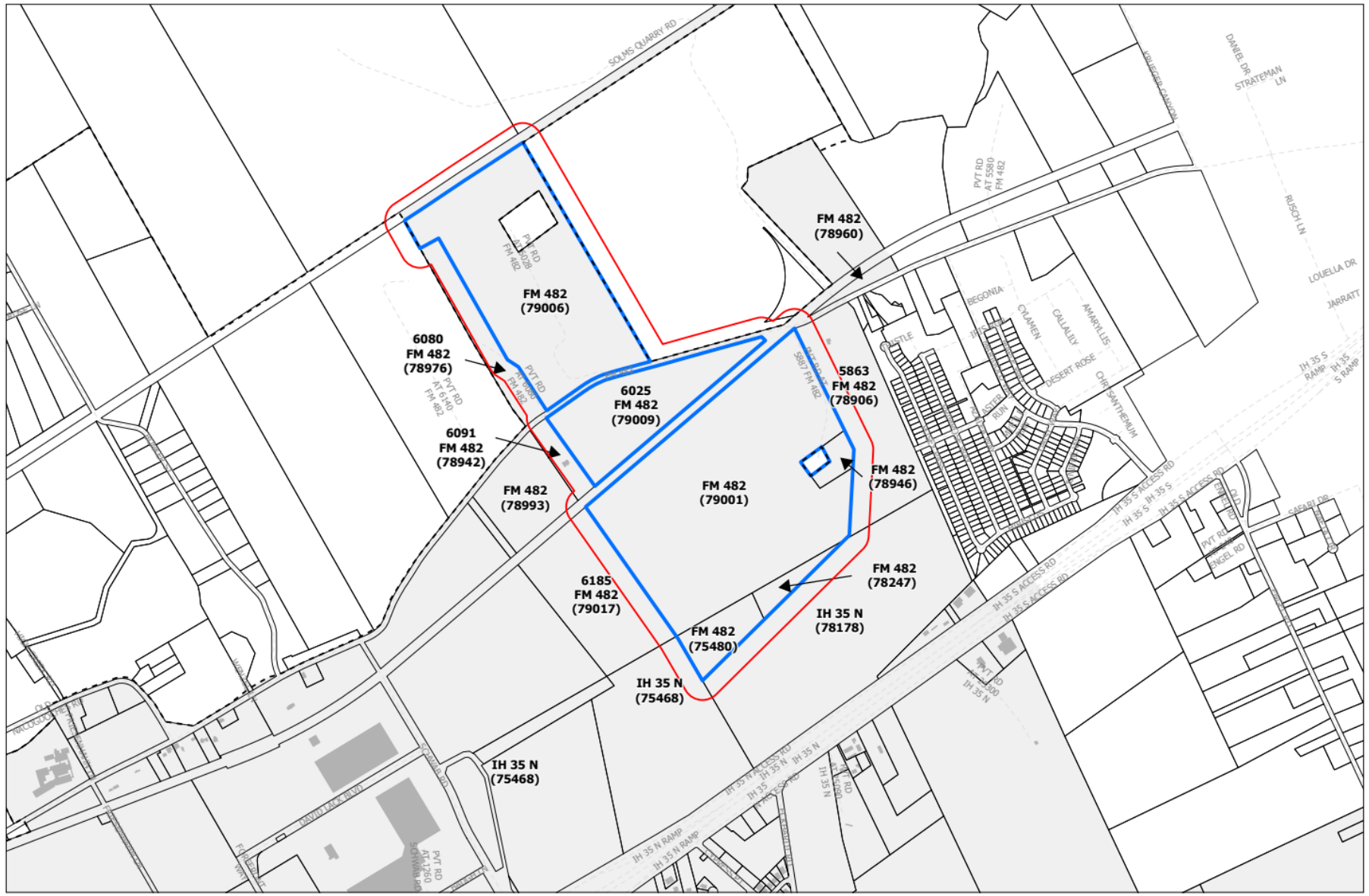

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Last update: September 18th, 2024

City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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City of Schertz

PARCEL IDs: 79001, 78946, 75480, 78247, 79009, 79006

Project Boundary
200' Buffer
City Limits
Schertz ETJ Boundary

N
W
E
S

0 400 800 1,600 2,400 Feet

September 19, 2024:
9 Public Hearing Notices sent

3 response in favor
0 responses opposed or neutral

Signs placed along FM 482 on September 20, 2024

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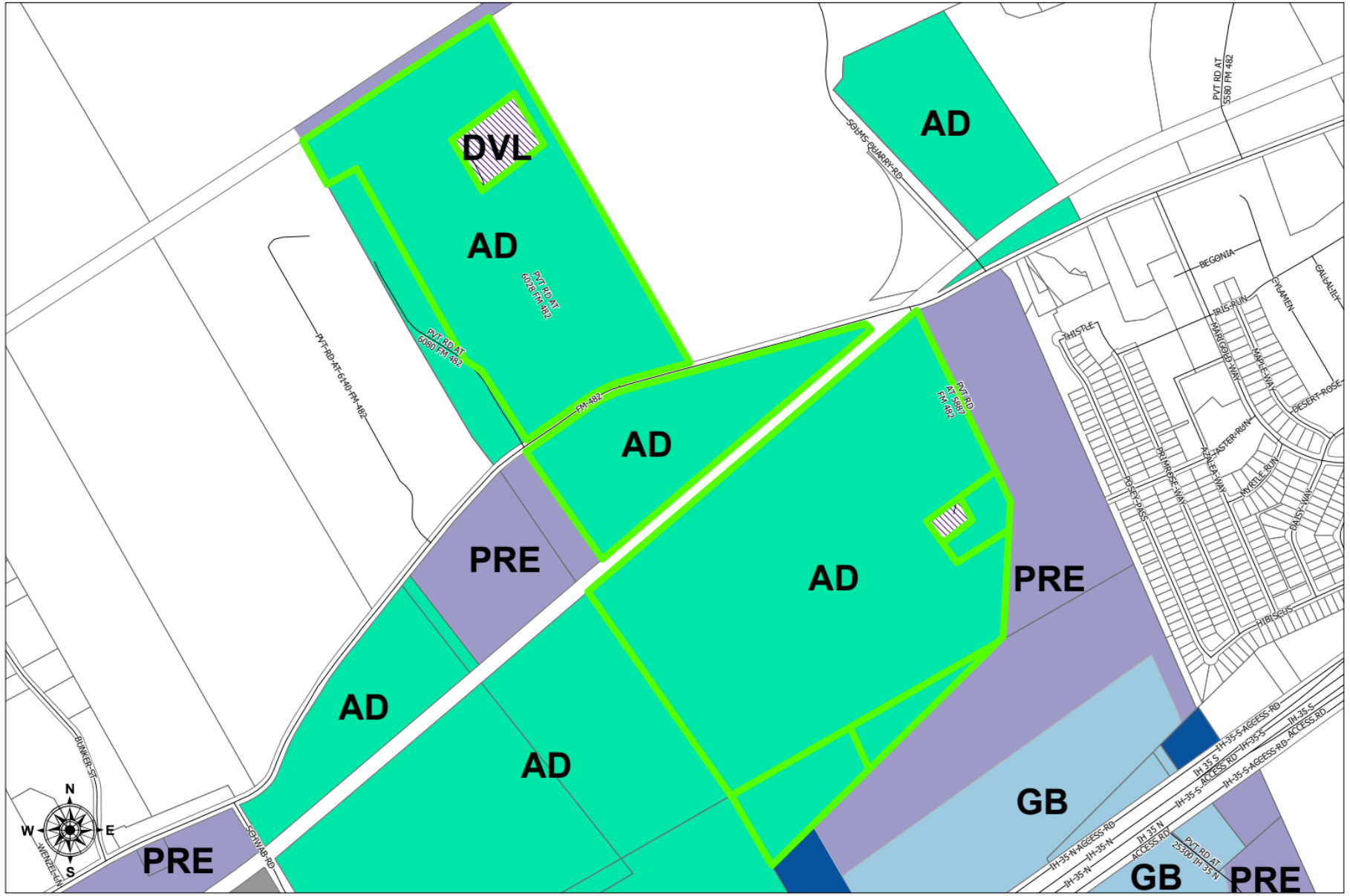

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City of Schertz, GIS Specialist: Alexa Venezia, avenezia@schertz.com (210) 619-1174

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ZONING CHANGE
COMAL COUNTY
PARCEL IDs:
79001, 78946, 75480, 78247, 79009, 79006

Classification

- (PRE) Pre-Development
- (PDD) Planned Development
- (PUB) Public Use
- (R-A) Single-family Residential/Agricultural
- (R-1) Single-Family Residential
- (R-2) Single-Family Residential
- (R-3) Two-Family Residential
- (R-4) Apartment/Multi-Family Residential
- (R-6) Single-family Residential
- (R-7) Single-family Residential
- (AD) Agricultural District
- (GH) Garden Home/Single-Family Residential (Zero Lot Line)
- (TH) Townhome
- (MHS) Manufactured Home Subdivision
- (MHP) Manufactured Home Parks
- (GB) General Business
- (GB-2) General Business II
- (NS) Neighborhood Services
- (OP) Office and Professional
- (MSMU) Main Street Mixed Use
- (MSMU-ND) Main Street Mixed Use New Development
- (M-1) Manufacturing (Light)
- (M-2) Manufacturing (Heavy)
- (DVL) Development Agreement (Delayed Annexation)

0 250 500 1,000 1,500 Feet

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UDC SECTION 21.5.4.D Criteria for Approval

1. **Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;**

- The proposal is to zone all 218 acres as Agricultural District (AD) based on the subject property's existing land uses, the property's location, and the designation on the Future Land Use Map as adopted by Ordinance 24-S-06. Comal County Property Identification Number 79006 is identified as Development Deferment, which is typically utilized for large tracts that house heavy industrial.
- Comal County Property Identification Number 79009 is identified in the Comprehensive Land Use Plan- Future Land Use Map as Local Corridor which is described as locally oriented commercial and entertainment areas typically situated along medium- to high-volume collector roads.
- Comal County Property Identification Numbers 79001, 78946, 75480, and 78247 are identified in the Comprehensive Land Use Plan- Future Land Use Map as Regional Corridor which is described as commercial and entertainment areas along major thoroughfares that serve populations within the City and the broader region.

UDC SECTION 21.5.4.D Criteria for Approval

1. **Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;**

- Although the subject parcels have differing Comprehensive Land Use Plan- Future Land Use Map designations the proposed Agricultural District (AD) is consistent with the Comprehensive Land Use designations. The Future Land Use Map within the Comprehensive Land Use Plan is a guiding document for determining appropriate land uses and development types for the future vision of Schertz. However, the existing conditions and existing land uses need to be considered when reviewing zoning applications.
- The proposed zoning is not based on a proposed development, but strictly due the annexation of these properties into the City of Schertz. If the subject properties were proposed to be developed in the future, the zoning designation will also need to be reviewed in conjunction with the Comprehensive Land Use Plan and Future Land Use Map.

UDC SECTION 21.5.4.D Criteria for Approval

2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

- As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. Agricultural District (AD) is intended to provide as a base zoning district for agricultural and residential land uses. Residences in this District are intended to be on a minimum lot size of 217,800 square feet (five acres). Clustering of up to two homes may be allowed on the same lot subject to setback requirements.
- This District is suitable for areas where development is premature due to lack of utilities, capacity or service, and for areas that are unsuitable for development because of physical restraints or potential health or safety hazards. The proposed zoning district designations are compatible with the surrounding land uses and existing zoning designations of the surrounding properties. The proposed Agricultural District (AD) would allow for the residential and agricultural operations land uses to remain in a conforming status.

UDC SECTION 21.5.4.D Criteria for Approval

2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

- A public hearing notice was mailed to Comal Independent School District to notify them of the proposed zoning. The City of Schertz Police, Fire and EMS Departments have indicated they do not have any concerns regarding the proposed rezoning requests or their ability to provide services.
- With the completed annexation and proposed zoning of the properties, the City is better able to guide future development to ensure conformance with the Master Thoroughfare Plan, the Master Water Plan and Master Sewer Plan for the City. Additionally, the annexation and associated zoning would ensure that any future developments will meet City standards to ensure cohesive development across the City of Schertz which ultimately will ensure the safe, orderly, and efficient development of the City. Although no development plans are currently proposed for the properties being zoned, if development was to occur the water, sewer, and roadways would be evaluated during the development process.

UDC SECTION 21.5.4.D Criteria for Approval

3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;

- The subject parcels are currently utilized for agricultural purposes. The proposed zoning designation of Agricultural District (AD) is appropriate in the immediate area of the land to be zoned. Since the proposed zoning designations are based on conformance with the Comprehensive Land Use Plan- Future Land Use Map and with the existing land uses on the subject properties, the majority of the properties' land uses will be in conformance with the proposed zoning designation of Agricultural District (AD). The proposed zoning designation is appropriate in the immediate area of the land to be zoned.

UDC SECTION 21.5.4.D Criteria for Approval

4. Whether other factors are deemed relevant and important in the consideration of the amendment.

- Staff has ensured all UDC requirements have been met for the proposed zone change, and did not receive any special considerations from the Planning and Zoning Commission. Due to the subject properties being annexed into the City of Schertz on July 16, 2024 a zoning district needs to be established for the subject properties.
- The proposed zoning designation is in conformance with the recently adopted Comprehensive Land Use Plan- Future Land Use Map and is consistent with the other properties that were annexed in July of 2024 and zoned Agricultural District (AD).

Staff Recommendation

- Due to the subject properties being annexed into the City of Schertz on July 16, 2024 a zoning district needs to be established for the subject properties.
- The proposed zoning designation is in conformance with the recently adopted Comprehensive Land Use Plan- Future Land Use Map and is consistent with the other properties that were annexed in July of 2024 and zoned Agricultural District (AD).
- Staff recommends approval of Ordinance 24-S-157.

Planning & Zoning Commission Recommendation

- The Planning and Zoning Commission met on Wednesday, October 2, 2024, held a public hearing and made a recommendation of approval with a 7-0 vote.

Agenda No. 14.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Engineering**
Subject:	**Ordinance 24-S-163 - Conduct a Public Hearing and Consider Amendments to the Public Works Specification Manual. *First Reading* (B.James/K.Woodlee)**

BACKGROUND

The Unified Development Code (UDC) adopts by reference the City's Specifications Manual. The Specifications Manual is made up of several documents: Public Works Design Guide, Technical Specifications, and Standard Construction Details. The Public Works Design Guide establishes standard principles, criteria, and practices for the design of infrastructure and to protect and preserve the public welfare. The Technical Specifications identify the specific material, execution, and workmanship requirements of public infrastructure construction projects.The Standard Construction Details detail (typically graphically) particular installation elements of construction of the infrastructure. An update of the Design Guide is proposed for a number of reasons and is subject to approval of the City Council in accordance with recent legislative changes to the Texas Local Government Code (LGC).

As stated in the UDC, City Council from time to time, on its own motion, or at the recommendation of City staff amend, change, or modify text in any portion of the UDC to establish and maintain stable and desirable development. It is generally considered good practice to periodically review and update the development regulations due to changing conditions, community goals, and/or State and Federal regulations. The same practice is applicable to design standards adopted by reference in the UDC. This proposed update to the Design Guide includes a cleanup of typographical errors, and inconsistencies, clarification of vague guidance, coordination with other City documents (such as the Master Thoroughfare Plan), and establishment of increased standards for higher quality, more sustainable infrastructure.

Proposed amendments

	Section 1 - General
Section 1.1	Clarified applicability of design standards to public and private development.
	Section 2 - Required Submission of Plans
Section 2.1.A)	Updated requirements to reflect digital submittals
Section 2.1.B)7)	Added requirement of submittal of engineered plans for retaining walls (relocated from another section)
Section 2.1.B)8)	Added requirement of profiles of 12" water mains (previously only required for 16" and greater mains)
	Section 3 - Street Requirements
Section 3.2	• Increased pavement design parameters related to loading and structural numbers • Removed preference against the use of lime for subgrade stabilization
Section 3.3	• Revised specifications (including nomenclature and right of way and pavement widths) to be consistent with Master Thoroughfare Plan • Removed providions related to overhead utilities in alleys
Tables 3.3A, B, C, D, and E	Increased minimum allowable pavement slopes
Section 3.3.C)4)	Added limitation of responsibility of roadway dedication and pavement construction based on limitation of current state statute
Section 3.3.G)2)a)	Added reference to multiuse path (per Master Thoroughfare Plan)
Section 3.3.G)2)c) and 3.3.H)1)	Increased strength of concrete for sidewalks and alleys

Section 3.4.D) and Table 3.4.A	Removed reference to geogrid for use as a mitigation technique for soils with high plasticity
	Section 4 - Storm Drainage Requirements
Section 4	Removed reference to City-maintained hydrologic and hydraulic models
Section 4.1.A)	Clarified design frequency requirements
Section 4.1.F)	Added explicit requirement for stormwater discharge to mimic existing or predevelopment flow characteristics so as to not cause adverse impact to downstream property
Section 4.4.A)	Added stronger encouragement of provision for post construction water quality BMPs and requirement of consideration for future retrofit of facility to meet future water quality standards
Section 4.5.A)1)	Added statement disallowing use of Modified Rational Method for computing stormwater runoff
Section 4.5.A)2)	Reduced size of drainage area considered "small" from 200 actes to 50 acres and disallowed use of Rational Method for peak flow calculation if time of concentration is greater than 20 minutes
Section 4.5.B)1)	Specified minimum total time of concentration as 5 minutes
Section 4.5.B)1)a)	Reduced maximum distance allowable for time of sheet flow in time of concentration calculations from 300 feet to 100 feet
Section 4.5.D)	Adopted NOAA Atlas 14 precipitation data for stormwater runoff calculations
Section 4.5.G)5)b)	Increased design loading of crossings, culverts, and bridges to HS-25
Section 4.5.E)	Increased freeboard depth requred for channels between 5- and 10-foot depth
Section 4.5.H)9)b)	Decreased allowable earthen channel side slopes from 3:1 to 4:1
Section 4.5.H)8)e)	Decreased channel side slope allowance for railing to be required from 2:1 to 3:1 (for channel depths greater than 2 feet)
Section 4.5.I)2)	Added requirement of access manholes at all storm sewer junctions
Section 4.5.K)1)	Added control of 2-year frequency event to detention facility design
Section 4.5.K)9)	Added additional criteria that must be met in order for the consideration of a detention facility with a permanent wet pool
Section 4.5.L)	Added requirement for the provision of adequate space for the transition of flow from a drainage outfall to predevelopment conditions prior to leaving property
	Section 5 - Sanitary Sewer Requirements
Section 5.2.A)	Increased design loading of manholes to HS-25
Section 5.2.G)7)	Added requriement of property line cleanout on all laterals (aligning with previously updated Standard Construction Detail) and removed reference to cleanouts otherwise on public mains
Section 5.2.G)8)	Added requirement for sampling port on all non-residential laterals
Section 5.2.G)13)	Updated requirement for flowable fill to encapsulate all manholes (aliging with previously updated Standard Construction Detail)
Section 5.3.B)4)	Clarified waiting period prior to deflection testing after final backfill and/or pavement construction
	Section 6 - Water Requirements
Section 6.2.A)1)a)	Corrected distance required between fire hydrant and structure from 500 to 400 feet or as required by the Fire Marshal
Section 6.2.A)4)	Added section related to private fire lines limiting length of single connection to public main to 1000 feet and citing references for design criteria and construction specifications

Section 6.2.B)2)	Clarified requirement for construction of cross-connecting supply and distribution mains including those on the water master plans and where distance to nearest mains exceeds minimum
Seciton 6.2.B)5)	Added prohibition of combined domestic and fire service lines for private facilities
Section 6.3.B)1)	Added default requrement for encasement of pipe beneath commercial driveways with provision for exception based on certain considerations
Section 6.3.B)2)	Added requirement for encasement of mains crossing thoroughfare roadways
Section 6.3.D)2)	Added prohibition of domestic connection to dead end mains and clarified looping requirement
Section 6.3.F)	Added storz connection to fire hydrant specification (in alignment with previously updated Standard Construction Detail
Section 6.3.J)	Added requirements and standards for replacement of asbestos cement (AC) pipe when new connection is being made or whaere cover is decreased over an existing AC main
	Section 7 - Inspections and Testing
Sections 7.1.F)1) and 2)	Increased testing frequency for street subgrade and base
Section 7.1.G)	Updated infrastructure acceptance submittal requirements to specify only digital formats and specified that asset locations must be surveyed
Section 7.1.H)	Brought into alignment with UDC by citing two-year warranty period for public improvements

GOAL

The goal of Ordinance 24-S-163 is to amend the Public Works Design Guide which is part of the Public Works Specification Manual adopted by reference in the Unified Development Code.

COMMUNITY BENEFIT

The community of Schertz benefits from the facilitation of adequate and efficient provision of well designed, well built public infrastructure.

SUMMARY OF RECOMMENDED ACTION

Staff suggests use of the same evaluation criteria in UDC Section 21.4.7.D. typically used for the evaluation of UDC text amendments.

1. The proposed amendment promotes the health, safety, or general welfare of the City.

In order to promote orderly, efficient, and sustainable development, construction design standards should be reviewed and updated from time to time based on improved industry standards, technologic advances, the City's maintenance capabilities and growing body of experience. Also, to promote health and general welfare, the establishment of clear guidelines and standards for well-designed and constructed infrastructure systems is essential.

2. The proposed amendment is consistent with the goals, objectives, and policies of the UDC and the City.

The City's recently adopted Strategic Plan also highlights the city's goals and objectives. Among these are Sustainable Government, Safe and Livable Community, and Infrastructure Investment. Maintaining an up-to-date Public Works Design Guide with clear, appropriate standards established to promote high quality, sustainable infrastructure is critical to the health, safety, and welfare of the community. These amendments would achieve these goals and policy values in the Strategic Plan.

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law.

The proposed amendments to the Public Works Design Guide specifically address changing conditions of the fast-developing City and better align requirements considering limitations of state statutes.

4. Other factors which are deemed relevant and important in the consideration of the amendment.

The scheduled public hearing provides the opportunity for the Council to determine other relevant factors.

Thj Planning and Zoning Commission met on October 2, 2024, held a public hearing, and made a recommendation of approval to City Council with a 7-0 vote.

RECOMMENDATION

Approve Ordinance 24-S-163.

Attachments

Ordinance 24-S-63 with attachment

PW Design Guide Update Presentation

ORDINANCE NO. 24-S-163

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AMENDING THE PUBLIC WORKS SPECIFICATIONS MANUAL WHICH IS ADOPTED BY REFERENCE IN PART III SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz (the "City") adopted and Amended and Restated the Unified Development Code on April 13, 2010, as further amended (the "UDC"); and

WHEREAS, the Public Works Specifications Manual is adopted by reference in the UDC Section 21.1.11; and

WHEREAS, City Staff has reviewed the Current Public Works Specifications Manual and have recommended certain revisions and updates to the manual; and

WHEREAS, on October 2, 2024, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council of approval; and

WHEREAS, on October 23, 2024, a legal notice of a public hearing before City Council was published in the San Antonio Express News; and

WHEREAS, November 12, 2024, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the proposed amendments are appropriate and are in the interest of the public safety, health, and welfare.

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

Section 1. The Public Works Design Guide portion of the Public Works Specifications Manual is hereby amended as set forth on Exhibit A hereto.

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

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

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

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application

of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

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

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

PASSED ON FIRST READING, the _____ of _____, 2024

APPROVED and ADOPTED ON FIRST and FINAL READING, the ____ of _____, 2024

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

(city seal)

EXHIBIT A
AMENDED PUBLIC WORKS DESIGN GUIDE

PUBLIC WORKS DESIGN GUIDE

SCHERTZ

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November 2024

Public Works Design Specifications

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SECTION 1 – GENERAL

1.1 PURPOSE AND SCOPE

A) Every subdivision or development which requires the installation of private or public infrastructure improvements to serve the proposed subdivision or development is required to submit construction plans to ensure that the required improvements are constructed in accordance with all applicable standards of the City of Schertz Code of Ordinances, Unified Development Code (UDC), Public Works Specifications Manual, or any other codes of or manuals of the City pertaining to the construction and installation of the improvements are met. All public infrastructure construction plans shall be submitted and approved in accordance with the Unified Development Code Sec 21.4.15.

B) The purpose of this design manual and specifications is to establish standard principles, criteria, and practices for the design of infrastructure and to protect and preserve the public welfare. The design factors, coefficients, formulas, and procedures described in this document are intended to serve as guidelines for the solution and design of infrastructure.

C) Ultimate responsibility for the actual design remains with the design engineer. Applicability of the Design Guide Standards are subject to determination by the City Engineer or his/her designee.

1.2 APPEAL

A) Any departure from this manual must be approved by the City Manager or his/her designee, provided:

1) It is not detrimental to the public welfare.

2) It meets the requirements of the UDC or has an approved deviation.

3) It is based upon an engineering study performed by a Professional Engineer registered in the State of Texas.

SECTION 2 – REQUIRED SUBMISSIONS OF PLANS

2.1 PLAN REQUIREMENTS

A) PDF copy of plans and profiles for streets, alleys, sidewalks, water, sewage, and drainage shall be submitted, and bear the signature and seal of a Professional Engineer, registered in the State of Texas.

1) Construction plans shall be submitted to the City Engineer prior to or concurrently with a development application as indicated in the UDC.

2) Any set over 4 pages should include an index sheet. The preferred size of construction plans is 22” x 34” or 24” x 36” sheets (half sized plans will be 11” x 17”).

3) Plans must use and reference City of Schertz standard details.

B) The following are typical plans to be submitted. Each set of plans and what is contained in that set will be dependent upon the project scope.

1) Front end sheets should contain a cover sheet, index and quantity sheets, and City of Schertz General notes, project layout, and an Overall Utility Plan.

2) Streets and alleys will be shown in plan and profile sheets and cross-section sheets. Provide a plan sheet showing typical existing and proposed street sections detail with the proposed pavement width, type, thickness, and crown; the proposed curb or gutter type, location in relation to curbs and property lines, the proposed sidewalk dimensions, and location in relation to curbs and property lines, and the proposed parkway grading slopes. This information shall be given for each of the different types of streets and alleys in the subdivision.

3) Drainage channels, storm drain, and culverts will be shown in plan and profile sheets. Large drainage channel projects will include cross section sheets. Construction details of all drainage structures, including dimension, reinforcing and components, such as grates and manhole covers. Hydraulic grade line (HGL) will be indicated on profile. Drainage plans shall address interim (i.e. “during construction”) and final drainage plan.

4) If detention ponds or water quality ponds are part of the development or project, a plan indicating dimension, grading, outlet design, downstream protection, and stage-storage-discharge tables should be included.

5) Plans for erosion and sedimentation controls during construction shall be included as part of the construction plans and be in compliance with the Texas Pollutant Discharge Elimination System (TPDES) permitting requirements and specifications established by the City Manager or his/her designee. All land disturbing or land filling activities or soil storage shall be undertaken in a manner designed to minimize surface runoff, erosion, and sedimentation and to safeguard life, limb, property, and the public welfare.

6) Grading plan will include slab elevations, existing and proposed contours, retaining walls, spot elevations, and shall indicate drainage for all lots in the subdivision. Grading plans must include specific paths for the direction of drainage flow away from the building pads or the lots, as well as all trees to be preserved within the limits of construction. In addition, whenever drainage flow will impact existing developed land (residential, retail, or industrial), grading plans must show how the adjacent land will be impacted and how the adverse impact will be mitigated.

7) Retaining walls over four (4') feet (measured from the bottom of the foundation to top of the wall), or as required by other applicable City adopted code, require plans signed and sealed by a registered Professional Engineer registered in the State of Texas. Any retaining walls located on slope or retaining supercharged soils may require plans signed and sealed by a registered Professional Engineer registered in the State of Texas at the discretion of the City Engineer or his/her designee.

8) Utility plans for water mains less than twelve (12") inches in size will require plan sheets with associated details. Utility plans for water mains twelve (12") inches and greater will require plan and profile sheets. Section details only required at critical crossings of infrastructure. The City Engineer or his/her designee may waive this requirement or may require plan and profile sheets for smaller diameter lines in special circumstances.

9) Utility plans for sanitary sewers will require plan and profile sheets, and associated details.

2.2 ENGINEERING REPORTS

A) In addition to the plans, the following reports are to be submitted for review by the City Engineer or his/her designee. Except for the pavement design and SWPPP, these items should be submitted at the time of appropriate development application and updated for and prior to final plat, site plan, and construction plans approval. Pavement design shall be completed prior to final plat, site submittal, or construction plan submittal.

1) Geotechnical Engineering Report for pavement design.

2) Traffic Impact Analysis (TIA) as indicated in the current UDC.

3) Storm Water Management Plan Report (SWMP)

4) Storm Water Pollution Prevention Plan (SWPPP)

5) Engineering Design Report for the water system

6) Engineering Design Report for the wastewater system

B) The content and level of detail of the reports shall be as described in this manual, or as determined by the City Engineer or his/her designee. Format of submittal is a PDF file of each document.

2.3 PLAN SHEETS

A) In general, plan sheets should be oriented with north pointing up, left, or right on the sheet, with proper consideration given to existing and proposed conditions.

All plans shall require a scale, north arrow, and date. The preferred scale for plan view sheets is 1” = 20’ or 1” = 40’ or 1” = 50’. Deviation to the preferred scale may occur with the approval of the City Engineer or his/her designee.

B) A minimum of two benchmarks shall be established on and set to NAD 1983 State Plane Texas South Central FIPS 4204 feet coordinates and NAVD 1988 datum.

C) Plans sheets should include all pertinent property and right-of-way information, existing easements, proposed easements, topographical features, notes, and callout necessary for design and construction.

2.4 PLAN AND PROFILE SHEETS

The plan and profile sheets should, at the minimum, include the following:

A) All plans shall require *a* scale, north arrow, and date. The preferred scale for profile view sheets is 1" = 20' or 1" = 40' or 1" = 50' horizontal and 1" = 5' or 1" = 10' vertical. Deviation to the preferred scale may occur with the approval of the City Engineer or his/her designee.

B) A minimum of two benchmarks shall be established on and set to NAD 1983 State Plan Texas South Central FIPS 4204 feet coordinates and NAVD 1988 datum.

Indicate the location, description and elevation of benchmarks, the top of curb grade at each curb return; the centerline grade at each end and at each fifty (50') foot station of alleys and drainage ditches; the gradient of each tangent grade and the location and length of each vertical curve; the direction of storm drainage flow at each intersection; the flow line elevation of each storm sewer at each point of grade and each end and the intervening gradients.

C) The profiles of streets, alleys and drainage ditches shall show the natural ground at adjacent property lines and the proposed centerline.

D) Alignment of each street, alley, crosswalk way and drainage easement showing a beginning and ending station; each deflection angle of the centerline and the station of the point of intersection; the station of the point of curvature and the point of tangency of each curve; the station and angle of intersection of each intersection with another street, alley or drainage easement; the station and radius of each curb return; the location of adjacent right-of-way lines; the location and limits of sidewalks and curbs of each street; the location of each drainage structure; the location and size of all storm sewers; and the location of monuments.

E) All pertinent property and right-of-way information, easements, topographical features, notes, and callout necessary for design will be shown in the plan view.

2.5 SECTION SHEETS

A) When required, cross-sections shall be at every fifty-foot (50') station (minimum) drawn at a scale of 1" = 10' horizontal and vertical.

B) Section will include existing ground and existing utilities, and proposed finish ground and proposed utilities, right of way and easement limits.

SECTION 3 – STREET REQUIREMENTS

3.1 GENERAL

A) Plans for streets, alleys, sidewalks, and crosswalk ways shall be prepared in accordance with Public Works Specification Manual as well as the City's Master Thoroughfare Plan.

B) Any street design element not specifically addressed in this document shall be designed in accordance with:

1) Latest edition of Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO).

2) Latest edition of Highway Design Division Operations and Procedures Manual and the Standard specifications for Construction of Highways, Streets and Bridges, Texas Department of Transportation (TXDOT)

3) Latest edition of Texas Manual on Uniform Traffic Control Devices for Streets and Highways (TMUTCD)

3.2 PAVEMENT DESIGN

A) The City allows both flexible and rigid structures, as defined by the American Association of State Highway and Transportation Officials (AASHTO). Pavement design shall be based upon a geotechnical analysis of the project conditions, upon AASHTO design methods, and shall be designed by a Professional Engineer registered in the State of Texas.

B) Performance. Service life has been defined as the anticipated number of years that a pavement will be functionally and structurally acceptable with only routine maintenance. Flexible Pavements shall be designed for a 20-year service life; Rigid Pavements shall be designed for a 30-year service life.

C) Design Traffic Levels. Traffic load for the pavement design will be based upon the expected cumulative 18-Kip equivalent single axle load (ESAL) for the pavement's service life. A table of minimum values is shown below, but a pavement designer may increase the expected ESALS based on the results of a traffic study, or other unique situations as determined by the City Engineer or his/her designee.

Table 3.2A				
Flexible Pavement Design Parameters				
	18-kip ESAL	Reliability Factor, %	Std Dev	Serviceability Po/Pt
Arterials	3,000,000	90	0.45	4.2/2.5
Collectors	2,000,000	90	0.45	4.2/2.5
Local Type	1,000,000	70	0.45	4.2/2.0
Alleys/Low volume Private Streets/Fire Lane	100,000	70	0.45	4.2/2.0
Rigid Pavement Design Parameters				
	18-kip ESAL	Reliability Factor, %	Std Dev	Serviceability Po/Pt
Arterials	4,500,000	90	0.35	4.5/2.5
Collectors	3,000,000	90	0.35	4.5/2.5
Local Type	1,500,000	70	0.35	4.5/2.0
Alleys/Low volume Private Streets/Fire Lane	150,000	70	0.35	4.5/2.0

D) Resilient modulus (MR) is to be determined by the geotechnical engineer.

E) There are areas within the city limits and surrounding regions with expansive soil, water lenses, and drainage issues. It is expected that the pavement design will address those issues. Swelling soils (soils with a P.I. of 20 or more), may be treated by removal and replacement, or cement soil treatment, or drains/barriers, or combination as determined by a pavement design. Treated subgrade may be used as a structural layer in the pavement design.

F) Minimum thickness for hot mix asphalt concrete surface layer is three (3”) inches compacted depth. Minimum thickness for treated subgrade layer is six (6”) inches.

G) Minimum structural numbers will be as follows. These values are minimums, and actual values used in design will account for the design criteria above.

Table 3.2B Structural Number Level Roadway conditions		
Street Classification	Minimum	Maximum
Arterial	3.80	5.76
Collector Street	2.92	5.08
Local/Residential	2.58	4.20

3.3 STREETS LAYOUT

A) Adequate streets shall be provided by the Developer and the arrangement, character, extent, width, grade, and location of each shall conform to the City's Master Thoroughfare Plan and shall be considered in their relation to existing and planned streets, to be served by such streets, and to the topographical conditions. The location and type of traffic control device to be installed by the Developer or the City of Schertz shall be indicated on the plans. This shall include the proposal of all Stop, Yield, Speed, Parking and Movement Series signs and other devices in accordance with TMUTCD. The design of location of intersections shall take into account intersection site distance per AASHTO requirements. This specifically shall be utilized for location of intersections in relation to curves and cutbacks to prevent the location of sight barriers including signs, fences, and landscaping. See Tables 3.3G below.

B) The following specifications are required minimums. The analysis of supporting subsurface soils is to be determined and thickness of pavements to be designed by the Developer. Substitutes for street geometric or pavement thickness design shall not be less than the minimum design requirements. The minimum horizontal curve radii and vertical curves shall be assigned considering the service of the facility and the conditions of the location of the street in relation to existing and proposed features.

C) STREET GEOMETRICS

1) The following specifications are required minimums. They are not to be substituted as street geometric or pavement thickness design. The geotechnical borings and analysis of supporting subsurface soils is to be completed by the Developer and the design of the pavement structure shall be signed and sealed by a Professional Engineer registered in the State of Texas. Flexible and rigid pavements shall be designed for a twenty (20) year and thirty (30) year service life respectively. The minimum horizontal curve radii shall be designed considering the conditions of the location of the street in relation to existing and proposed features.

Table 3.3A Principal Arterials (Design Speed – 45 mph)	
Minimum right-of-way width	120-130 feet
Minimum pavement width (not including curb and gutter)	48 feet
Minimum horizontal curve radius	1200 feet
Minimum tangent between reverse curve	200 feet
Grades	Flexible Pavement 1% - 5% Rigid Pavement 0.5% - 5%
Daily Traffic Volume Limit (vehicles per day)	>34,000

Table 3.3B Secondary Arterials (including Secondary Rural Arterials) (Design Speed - 45 mph)	
Minimum right-of-way width	90 feet
Minimum pavement width (not including curb and gutter)	48feet
Minimum horizontal curve radius	750 feet
Minimum tangent between reverse curve	200 feet
Grades	Flexible Pavement 1% - 5% Rigid Pavement 0.5% - 5%
Daily Traffic Volume Limit (vehicles per day)	34,000

Table 3.3C Collectors (Design Speed – 30 mph)	
Minimum right-of-way width	70 feet
Minimum pavement width (not including curb and gutter)	38 feet
Minimum horizontal curve radius	400 feet
Minimum tangent between reverse curve	100 feet
Grades	Flexible Pavement 1% - 7% Rigid Pavement 0.5% - 7%
Daily Traffic Volume Limit (vehicles per day)	10,000

Table 3.3D Local Type Commercial/Industrial (Design Speed – 30 mph)	
Minimum right-of-way width	60 feet
Minimum pavement width (not including curb and gutter)	39 feet
Minimum horizontal curve radius	400 feet
Minimum tangent between reverse curve	100 feet
Grades	Flexible Pavement 1% - 7% Rigid Pavement 0.5% - 7%
Daily Traffic Volume Limit (vehicles per day)	5,000

Table 3.3E Local Type Residential Streets (Design Speed – 30 mph)	
Minimum right-of-way width	50 feet
Minimum pavement width (not including curb and gutter)	27 feet
Minimum horizontal curve radius	100 feet
Minimum tangent between reverse curve	50 feet
Minimum Grade	Flexible Pavement 1% - 7% Rigid Pavement 0.5% - 7%
Daily Traffic Volume Limit (vehicles per day)	1,000

2) Non-residential marginal access streets shall have a right-of-way width of at least fifty (50') feet and a pavement width of at least thirty (30') feet. Safety lanes shall have a right-of-way of at least thirty (30') feet and a pavement width of at least twenty-four (24') feet. All streets, alleys, non-residential driveways, and non-residential drive aisles shall have a minimum pavement width of twenty-four (24') feet.

3) Pavement Crown shall have a cross slope of 2% percent.

4) As allowable by State Law, the Developer shall be responsible for construction of pavement width and right-of-way dedication of streets forming part of the boundary of the subdivision adjacent as follows:

a) New adjacent collector or residential access streets shall conform to the specifications of this section.

b) Where the proposed subdivision abuts upon an existing minor arterial street or half street that does not conform to the specifications of this Section, the Developer shall be required to make the necessary dedication and improvements in conformance with the current UDC or any other applicable code of the City as allowable by State Law. With regard to paving the adjacent street, the City reserves the right to waive all or a portion of this requirement. In considering such waiver, the following factors shall be considered by the City:

1) Current condition of the roadway.

2) Current daily traffic on roadway.

3) Estimated additional daily traffic from proposed subdivision.

4) Total cost for widening roadway

5) Ability of City to finance road widening in the next several years

5) "Broken-Back" or compound curves shall not be permitted unless approved by the City Engineer or his/her designee. Reverse curves may be used provided due consideration for safe sight distance, has been shown.

6) Transitional Curves may be used where comfort and safety of the motorist will be enhanced.

7) Combination of horizontal and vertical curves shall be permitted provided sufficient sight distance is available for safe operation. Generally, horizontal curvature should be introduced on the upgrade of the vertical curve.

8) Superelevation of road is permissible when minimum horizontal curves are unattainable and when approved by City Engineer or his/her designee. Design of superelevation will follow standard engineering practices and the TXDOT Roadway Design Manual.

9) Before any pavement is laid to widen existing pavement, the existing pavement shall be cut back two (2') feet on each side to assure an adequate sub-base and pavement joint.

D) PROPERTY LINE AND CURB RETURNS

At each intersection the curb and the property line at each block corner shall be rounded with a radius, R, varying with the interior angle as specified in the following table:

Table 3.3F
Minimum Radii for Curb Returns (CR) and Property Line Returns (PLR)
Street Intersections

Interior Angles in Degrees	Two Local		Local and Collector		Two Collector		Local/Collector with Arterial		Two Arterial	
	CR	PLR	CR	PLR	CR	PLR	CR	PLR	CR	PLR
150-45	15	5	15	6	20	10	25	15	25	15
145-40	15	5	15	6	20	10	25	15	25	15
140-135	15	5	15	6	20	10	25	15	30	20
135-125	15	5	15	6	20	10	25	15	35	25
125-85	15	5	15	6	20	10	25	15	30	25
85-75	20	10	20	11	25	15	30	20	50	40
75-65	25	15	25	16	30	20	35	25	80	70
65-55	30	20	30	21	35	25	40	30	90	80
55-45	35	25	35	26	40	30	45	35	110	100
45-00	35	25	35	26	40	30	45	35	150	140

E) INTERSECTIONS

1) The preferred angle of intersection is ninety (90) degrees. Allowance for non-perpendicular intersecting angles between eighty (80) degrees and one hundred (100) degrees will be made on a case-by-case basis.

2) The following minimum sight distances shall be provided for a safe stopping and intersection operations. Development design shall be based upon actual conditions and speeds.

Table 3.3G
Minimum Stopping Sight Distance
Level Roadway Conditions

Street Classification	Sight Distance
Principal Arterial	300 ft.
Secondary Arterial and Secondary Rural Arterial	300 ft.
Collector Street	250 ft.
Local	200 ft.

3) The “sight triangle” at an intersection is that portion of a property over which motorists must see to safely judge and execute a driving maneuver into the intersection and onto the street. The distance to the approaching motorist is the “intersection sight distance”, which is one leg of the sight triangle.

The length of the required intersection sight distance shall be based on AASHTO Policy on Geometric Design of Highways and Streets. The driver’s eyes are considered to be three and one-half (3.5’) feet above pavement, and the object is considered to be four and one-half (4.5’) feet above pavement.

This applies to intersections of two (2) or more streets as well as junctions of driveways and streets.

4) Landscaping and Signing: No signs, walls or fences shall be placed in the median area other than approved traffic control devices unless approved by the City Engineer or his/her designee. No trees, shrubs or other ground cover shall be placed in the median, which will obstruct the driver’s sight distance. The area enclosed by the sight triangle must be free of visual obstructions.

5) At “T-intersections”, the minimum intersection offsets are one hundred twenty-five (125’) feet between center lines of local streets.

In the case of collector-street intersections, this offset shall not be less than two hundred (200’) feet or the minimum distance required to allow for left-turn storage between intersections, whichever is greater. The distance between intersection offsets is measured from the center line intersection of one intersecting roadway and the centerline intersection of the next intersecting roadway, measured along the centerline of the intersected roadway.

6) Right turn deceleration lanes shall be required when the daily entering right-turn traffic volume a peak hour volume greater than 50 vehicles per hour (VPH) and the approaching design hourly volume in the adjacent outside lane exceed five hundred (500) vehicle trips; at street and driveway intersections in TxDOT right-of-way at the option of TxDOT; or where unsafe conditions such as limited sight distance, high travel speed, uneven grade, etc. may exist, as determined in a TIA. Minimum turn lanes width is eleven (11’) feet.

7) Left turn lanes shall be required at all median openings on collector and arterial streets; at all driveways or streets with an average daily entering left-turn traffic volume of five hundred (500) vehicle trips; at street and driveway intersections in TxDOT right-of-way at the option of TxDOT; or where unsafe conditions such as limited sight distance, high speed, uneven grade, etc. may exist, as determined in a TIA. Minimum turn lanes width is eleven (11’) feet.

8) Turn lanes should accommodate the anticipated deceleration length and storage determined for the intersection. Lengths at signalized intersections should be determined in a TIA. Lengths at non-signalized intersections should be determined by the equation or below.

$L = (V/30) \times 2 \times S$

Where: L is storage length (ft), V is turning vehicles per hour, S is queue storage length in feet per vehicle (25).

The following table is a table of minimums values for storage and declaration; taper length may be considered part of the deceleration length. Preferred taper design is symmetrical reverse curve, per AASHTO.

Table 3.3F Minimum Deceleration and Storage for Left Turn Lanes				
Speed (mph)	Deceleration Length (ft)	Taper Length (ft)	Storage Length (ft)	
30	160	50	100	100
35	215	50	100	100
40	275	50	100	100
45	345	100	100	100
50	425	100	100	100
55	510	100	100	100

9) Site design shall take into account appropriate throat length for driveways and intersections for safe and efficient traffic operations for entry to and within the site.

F) VERTICAL CURVATURE

A gradual transition from one roadway grade to another shall be accomplished by means of a vertical parallel curve connecting two (2) intersecting tangents. The minimum length of vertical curve shall be computed from the following formula and table.

$$L = KA$$

Where: L = the length of vertical curve in feet, K = a constant related to sight distance and geometry of a parabolic curve (See Table 3.3H),
A = the algebraic difference in grades in percent.

Table 3.3G Design Value for Constant "K" Vertical Curvature		
Street Classification	"K" Crest Curves	"K" Sag Curves
Principal Arterial	70	60
Secondary Arterial	70	60
Collector Street	55	55
Local	30	40

G) CURB AND SIDEWALK REQUIREMENTS

1) PUBLIC CURB

a) With the exception of rural arterials, curb or curb and gutter shall be installed on all existing or proposed streets forming the boundary of the subdivision and internally on streets.

b) All curb or curb and gutter shall be non-reinforced unless otherwise stated. Cold joints shall be steel reinforced.

2) PUBLIC SIDEWALK

a) Sidewalks: A sidewalk or multiuse path, in accordance with the City's Master Thoroughfare Plan sections, meeting all requirements of the American Disability Act shall be required. All corner lots shall have such sidewalks on both the front and sides thereof. Concrete sidewalks having a width of not less than five (5') feet (or six (6') feet if abutting back of curb) and thickness of not less than four (4") inches shall be constructed on each side of each street within the subdivision. All curb ramps shall have a minimum thickness of six (6") inches. Said sidewalks shall allow for a minimum three (3') foot greenbelt behind back of curb, shall be one (1') foot inside of the right-of-way and shall extend along all street frontages, including the side of corner lots and block ends. Modifications to this standard are subject to approval by the City Engineer or his/her designee.

b) Where a new section of sidewalk is to connect with a sidewalk or concrete hike and bike trail previously constructed, or abuts on the curbing, an expansion joint must be made and filled as above. Reinforcing bars shall extend ten (10") inches beyond the expansion joint and the ends shall be wrapped with building paper so that the ten (10") inches shall not be bonded to the concrete. Approved types of slip joints may be used in place of wrapping ends of bars. When wire mesh reinforcing is used, three - 3/8" round smooth dowel bars not less than eighteen (18") inches in length, installed as specified above for bar reinforcing, shall be provided at each expansion joint.

c) Concrete shall have a minimum compressive strength of four thousand (4000) pounds per square inch at twenty-eight (28) days. Concrete will conform to material and proportion requirements for the concrete of Section 02751 of the Schertz Construction Specifications. Concrete, which has partially set, shall be disposed. All tests for ingredients and concrete shall be made in accordance with the applicable methods of tests of the American Society for Testing Materials (ASTM).

d) Sidewalks, curb ramps and crosswalks shall conform to all ADA requirements mandated at the time of construction. They shall have a monolithic finish and shall be floated and troweled to a uniform smooth surface, then finished with a fine-haired brush or wood float so as not to be left with a slick or glossy finish.

e) The completed sidewalks and drive approaches shall be cured in accordance with good engineering practices as approved by the design Engineer.

3) MEDIANS

a) The minimum width of a raised median is a function of purpose.

Table 3.3J
RECOMMENDED MEDIAN WIDTHS (FOC TO FOC)

Function	Minimum (feet)	Desirable (feet)
Separation of Opposing Traffic	4*	6*
Pedestrian Refuge and Space for Traffic Control	6*	16
Left-Turn, Speed Change and Storage	14	16
Crossing/Entering Vehicle Protection	20	23
U-Turns, Speed change and Storage	20	23
Channelized: “T”, Speed Change and Storage	25	23-30
*Cannot accommodate left-turn lanes, hence, such turns must be made from the through lanes.		

Source: City of Austin, Department of Public Works and Transportation Based on ITE, Guidelines for Urban Major Street Design

b) Raised median openings shall be at least twenty (20’) feet wider than the width of driveway which they are serving, with a minimum width of sixty (60’) feet.

c) Minimum separation distance between raised median openings on local roads should be based on functionality and proximity to street intersections; no closer than one hundred twenty-five (125’) feet. Minimum separation distance between raised median openings for collector and arterial streets, measured nose to nose, should provide sufficient storage and deceleration length for the rate of speed on the through traffic road.

H) ALLEYS

1) Alley right-of-way minimum shall be [twenty-four (24') feet wide and paved, see Section 21.14.4] in the UDC. Eight (8%) percent is the maximum sustained grade for an alley and shall not exceed three hundred (300') feet. Concrete pavement shall be a minimum of six (6") inches in depth – 4000 psi in commercial alleys and a minimum of five (5") inches in depth – 3000 psi in residential alleys. Alleys shall be designed based on a one hundred (100) year frequency to carry storm water from only the lots within the block abutting the alley.

2) Intersecting Alleys: Where two (2) alleys intersect or turn at right angle, a cutoff of not less than ten (10') feet shall be provided along each property or easement line.

3) Dead-end Alleys are not permitted.

I) DRIVEWAYS AND APPROACHES

1) Driveways shall be designed as a "lay-down" curb or curb and gutter or a straight driveway section. The driveway width at the property line shall not be greater than the width approved by the City Engineer or his/her designee.

2) Residential driveways ten (10') feet to twelve (12') feet in width for single, and not more than twenty-four (24') feet for double driveway apron. One (1) curb cut per residential property. Two (2) curb cuts may be allowed for circular if frontage is greater than one hundred (100') feet if approved by the City Engineer or his/her designee. No new residential driveway curb cut on collector or arterial streets will be allowed, unless lot size is greater than one (1) acre, frontage is greater than one hundred (100') feet, traffic study indicates no impact, and maneuvering is done off street for turn-around.

"Back out" driveway access to collector and arterial streets is not allowed.

3) Non-residential driveway access width should be between twenty-four (24') and forty (40') feet measured at the right-of-way.

4) Non-residential approaches shall have the minimum spacing requirements identified in UDC Article 14.5 Spacing of approaches shall be measured from the start of curve/taper to start of curve/taper along the curb line. If the minimum spacing cannot be achieved, then use of a common access easement will be required for adjacent properties to share drive approaches and minimize the number of drive approaches along collector and arterial streets.

5) Minimum distance of an approach from the corner/flare of an intersection shall be one hundred twenty-five (125') feet or the length of the turn lane for the intersection. The distance shall be measured from the curb return or start of taper/curve of the pavement as it widens next to the intersecting street to the edge of the driveway. A lesser distance may be approved by the City Engineer, or his/her designee provided a TIA demonstrates the lesser distance still maintains safe traffic flow on the street and site. If the minimum distance cannot be met, then use of a common access easement will be required.

6) Frontage measured from property line to property line, or from corner/flare of intersection to property line.

7) Drive approaches shall meet all criteria as minor intersection concerning sight distance and stopping distances to ensure a safe facility.

8) Driveway aprons within the City Limits shall be reinforced concrete per City standard details, unless otherwise approved by the City Engineer or his/her designee.

9) The site design shall take into account appropriate throat length for driveways and intersections for safe and efficient traffic operations for entry to and within the site.

J) FIRE LANES

1) A fire lane is interpreted as a private or public, hard-surfaced, all-weather material (asphalt or concrete), driving surface constructed specifically for the use of emergency vehicles.

2) Fire and safety lanes shall meet standards of the UDC Article 14.1.M.

3) Dead-end fire lanes are not permitted, unless approved by the Fire Chief or his/her designee.

K) CUL-DE-SAC TURNAROUND

1) Cul-de-sac turnarounds shall meet the criteria set forth in the UDC Section .14.1.E.

2) "Knuckle" or elbow intersections with bulbs herein and UDC requirements of intersection angles and curb return radii.

L) STREET LIGHTS

Street lights in new subdivisions within the City Limits and the annexed areas of the City shall be in accordance with the UDC Article 14.1.S.

M) STREET MARKERS

1) Two street name signs shall be erected at all street intersections in subdivisions for street markers:

a) The material of the street name signs, the method of attaching the sign to the post, the details of lettering, painting, and method of installation, as well as the location of the sign at the intersection, shall be in accordance with the specifications on file at the appropriate entity (i.e., City of Schertz, TxDOT, etc.)

b) Construction plans shall include layout of all traffic control devices in accordance with the TMUTCD.

c) All street signs in a new subdivision within the City limits, including street name, speed limit, stop and yield signs, etc. shall be paid for by the Developer and shall be provided by and installed by the City's Public Works Department in accordance with the Public Works Specifications Manual. Traffic Control Devices shall be installed in accordance with the latest revision of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways. Street signs within TxDOT right-of-way shall be installed according to the appropriate standards by the Developer (as permitted by TxDOT).

2) All pavement markings shall be thermoplastic or preformed tape. Follow TMUTCD and TxDOT standards and guidance for marking standards. The following Pavement markings are required

a) Arterials: centerline striping, lane lines, turn bay islands, reflective pavement markers, edge lines for non-curbed streets, and bike lanes.

b) Collectors: centerline striping, lane stripping, edge lines for non-curbed streets, and bike lanes.

N) REMOVING AND REPLACING PAVEMENTS, CURBS, AND GUTTERS, DRIVEWAYS, AND SIDEWALKS

1) Scope: The Technical Specifications and Standard Details shall govern for all work necessary to complete the removing and replacement of all types of pavements, curbs and gutters, driveways, and sidewalks as required to complete the project.

2) Method of Cutting: The outline of the trench shall be marked on the surface to be cut. The cut shall be made as nearly vertical as possible. The excavated pavement or concrete shall be removed from the site and disposed of by the contractor.

3) Ashpaltic Pavement: Repair to be five (5') feet on each side wider than ditch excavation. Sawcut shall be vertical and perpendicular to flow of traffic for trenching across street. Any asphalt repair needed more than five (5') feet from the curb and gutter, or edge of payment will require the asphalt repair limits to extend the entire width of the roadway unless a smaller repair area is specifically permitted by the City Engineer or his/her designee.

3.4 MINIMUM TESTING REQUIREMENTS

A) GENERAL

All materials to be used in subdivision construction shall be subject to testing. The preponderance of testing to be performed in subdivisions is directly related to street construction. A series of laboratory tests normally associated with road and street construction will be required in subdivisions, with said tests being performed by an independent testing laboratory using qualified personnel. The design (or consulting) engineer or his designated representative shall be present at all testing activities. The Developer or his/her designee is responsible for scheduling and payment. The passing test results shall be received prior to commencing additional construction activities and after two (2) days of inactivity on the tested material, new testing may be required.

The Developer shall notify the City at least one (1) week prior to the contractor beginning construction. Contractor shall be required to notify the City a minimum of at least forty-eight (48) hours in advance of all testing being performed.

B) Sub-grade materials shall be compacted by approved mechanical tamping equipment to an apparent dry density as determined by the ASTM 698 or TEX-114-E compaction test made in accordance with the procedure outlined in the Texas Highway Department Testing Manual. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.

C) When a fill or embankment is required to achieve the prescribed sub- grade, or structural elevation, such fill shall be placed in uniform lifts covering the entire width of the cross-section. Prior to compaction, the layers shall not exceed a six (6") inch loose lift depth where pneumatic tire rolling is to be used and shall not exceed eight (8") inches in loose lift depth for rolling with

other types of rollers. Each lift shall be compacted to the required density before succeeding lifts are placed. Lifts shall be compacted to not less than ninety-five (95%) percent of the maximum dry density as determined by the ASTM 698 or TEX-114-E compaction test made in accordance with the procedure outlined in the Texas Highway Department Testing Manual

D) Swelling soils (soils with plasticity index of twenty (20) or more) shall be treated by removal and replacement, or cement or lime soil treatment, or drains/barriers, or combination as determined by a pavement design or other City requirements. Developers must provide the City with lab reports on soil conditions.

E) Flexible base materials shall be compacted by approved mechanical tamping equipment to an apparent dry density of the total material of not less than ninety-five (95%) percent of the maximum dry density as determined by the TEX-113-E compaction test made in accordance with the procedure outlined in the Texas Highway Department Testing manual. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.

F) Each course of six (6") inches or less shall be compacted to full required density before succeeding layers are placed.

Table 3.4A Ratio of Testing	
Subgrade	Minimum 1 per 100 ft. of street (each lift)
Under Curb/Gutter	Minimum 1 per 100 ft. of curb (each lift)
Base	Minimum 1 per 100 ft. of street (each lift)
Embankment (Street)	Minimum 1 per 100 ft. of street (each lift)
Embankment (Berm or Structural)	-1 per lift per 10,000 sq. ft. -1 per lift per 100 ft. berm
Proctors (Moisture-Density Relationship)	
Subgrade (raw) and Embankment	-1 per material type per source, minimum 2 per subdivision (NOT VALID AFTER 1 YEAR)
Note: Testing frequencies double for pavement widths wider than 38'	

Table 3.4B Atterberg Limits & Graduation Hot Mix Control	
Surface Course Design	1 per subdivision
Base Course Design	1 per subdivision
Extraction	2 per day/run minimum – 1 per 500 ton
Densities	1 per 1,000 ft. of street

G) CONCRETE PAVING

1) GENERAL

Plant Certification Required

Testing shall be as required in City Technical Specification Section 02751. In the event of failures, additional tests will be taken. If excessive rain occurs on a previously tested section, the City shall have the right to order retests as necessary.

2) The Developer shall notify the testing lab when tests are to be taken. If it is necessary to retest, such retesting shall be at the Developer's expense. The scope of testing of materials incorporated in subdivision construction is not necessarily limited to those tests outline above. In the event of unusual conditions or factors which may give the City reason to question the quality of the materials in any portion of the subdivision, the City will have the right to order such additional tests as are necessary.

3) All testing within these requirements will be performed in accordance with the American Society of Testing Materials (ASTM) latest revision, and/or as elsewhere provided in approved plans and specifications for the subdivision. The City will require all subdivision test reports to be certified by a professional engineer registered in the State of Texas and will further require that the City be furnished with copies for all testing reports.

SECTION 4 – STORM DRAINAGE REQUIREMENTS

4.1 GENERAL

A) All drainage facilities (including, but not limited to curb and gutter, inlets, pipes, and channels), shall be designed to intercept and transport runoff from a minimum twenty-five (25) year frequency storm. The drainage system shall also be designed to intercept and convey flows greater than a twenty-five (25) year frequency, up to and including a one hundred (100) year frequency storm within defined rights-of-way of drainage easements. All detention structures shall be designed to contain the one hundred (100) year frequency storm. Peak discharge flows shall not be increased from the pre-development flows for the 2-, 5-, 10-, 25-, and 100- year frequency storm. Channels with drainage areas over one hundred (100) acres or areas within a designated floodplain shall be designed for a one hundred (100) -year storm or a twenty-five (25)-year storm plus freeboard (see Table 4.5E) if that elevation is higher.

B) Three (3) development conditions shall be analyzed for each development.

1) Existing Conditions. This refers to current development conditions in the watershed and on-site. Use as the baseline analysis for determining the impact of development.

2) Proposed Conditions. This refers to existing conditions with the proposed development added. Use to determine if the increased runoff from the proposed development results in an adverse impact to other properties.

3) Ultimate Conditions. This refers to ultimate development conditions within the watershed used to design the drainage facilities. This condition may be used in-lieu of subsection (2) above, to determine if the increased runoff from the ultimate watershed development results in an adverse impact to other properties.

C) RESPONSIBILITY TO ACCEPT STORM WATER

The owner or Developer of property to be developed shall be responsible for the conveyance of all storm water flowing through the property. This responsibility includes the storm water flowing onto the property by any other developed property as well as the drainage naturally flowing through the property by reason of topography. Future upstream development shall be accounted for by assuming ultimate development when sizing drainage systems as specified in this section.

D) POSITIVE OVERFLOW PATHWAYS

Storm water management facilities for local drainage systems will be designed to ensure that a positive overflow pathway is provided to the nearest one hundred (100) year conveyance facility. The overflow pathway must be delineated on a plan that shows all existing structures in the vicinity impacted by the overflow pathway.

E) MAINTENANCE

1) Maintenance of publicly owned facilities will be the responsibility of the City. Maintenance of private facilities is the responsibility of the property owner or the community association and must be specified in the maintenance schedule submitted to the City. A maintenance schedule for privately owned facilities must be approved by the City Engineer or his/her designee. along with the approval of construction drawings.

2) Authorized personnel from the City may conduct periodic inspections of these facilities and structures. Any required repairs will be consistent with current construction standards. Maintenance issues identified by the City or State during inspections shall be the responsibility of the current owner.

F) DEVELOPMENT

Peak storm water runoff rates from all new development shall be less than or equal to the peak runoff rates from the site's predevelopment conditions for the 2-year, 5-year, 10-year, 25-year, and 100- year design storm events, except as provided in subsection A, above. Discharge from developed property shall mimic other pre-developed discharge flow characteristics as much as possible so as not to cause adverse impact to downstream property.

4.2 FLOOD HAZARDS

A) New development within the FEMA designated special flood hazard areas will follow the City's Flood Damage Prevention Ordinance, and the requirements of CFR 44.60.3 whichever is more stringent.

B) New subdivisions having a portion of that subdivision subject to the special flood hazards shall dedicate on the plat a drainage easement fully containing the one hundred (100)- year one (1%) percent annual chance) special flood hazard area. If not already determined, the new subdivision shall determine the base flood elevations of the 100-year event for that portion of the special flood hazard area within the subdivision. This must be based on a certified engineering study survey taking into consideration the full development of the watershed.

C) Proposed subdivisions shall be reviewed to assure that all such proposals are consistent with the need to minimize flood damage and that all public utilities and facilities such as sewer, gas, electrical and water systems are located, elevated, and constructed to minimize or eliminate flood damage and adequate drainage is provided so as to reduce exposure to flood hazards.

D) New or Replacement water supply systems and/or wastewater systems shall be designed to minimize or eliminate infiltration of flood waters into the system, discharges from the systems into flood water, and to require on-site waste disposal systems to be located above the base flood elevation so as to avoid impairment or contamination from them during flooding.

E) Preservation of the natural floodplain and native vegetation contained therein is encouraged. Understory growth which impedes flow may be

cleared within the bank of watercourses within the proposed development with City approval however, the alteration of natural vegetation or unique features with diameters greater than eight (8") inches is discouraged and shall follow the requirements for tree removal in the UDC Article 21.9.9.H. Lower branches of large trees may be trimmed to provide a vertical clearance of eight (8') feet. The alteration of natural vegetation or unique features within the floodplain of watercourses is discouraged and must be explicitly permitted.

F) Upon acceptance by the City of Schertz of Public Utilities, Streets and Drainage, it shall be the responsibility of the homebuilder and/or lot owner to maintain all erosion and sedimentation controls to prevent sedimentation onto any public right-of-way and/or adjacent owner's lots. Failure to comply shall result in a stop work order of all construction on lots owned by the landowner or homebuilder.

4.3 STORM WATER MANAGEMENT PLAN

A) As part of the subdivision platting and construction plan review process, an analysis of existing drainage conditions and the design of modifications or new drainage facilities is required. The owner of the property to be developed is required by the City Engineer or his/her designee to provide, at the owner's expense and as a condition of approval, a Storm Water Management Plan (SWMP) for the total development area to be ultimately constructed. The SWMP shall be submitted to the City Engineer or his/her designee prior to approval of any construction plans.

B) CONTENTS OF THE SWMP

The SWMP shall contain all necessary support data, methodologies used in calculations and conclusions. A checklist (at the end of this section) will be used by the City Engineer or his/her designee as a guide during the evaluation of all SWMP reports submitted to the City. The purpose of the checklist is to expedite the review process for both the engineer and the City, and to aid the engineer in the preparation of reports for the City's review.

A storm water management concept plan or preliminary drainage plan should be submitted with master development plan or preliminary plat. The concept plan should detail in concept how runoff and associated water quality impacts resulting from the development will be controlled or managed. It should address the pre, post and ultimate development conditions of the watershed. The plan should be labeled "Concept" or "Preliminary".

The final SWMP should be submitted with all other submittals including but not necessarily limited to, a final plat, minor plat, site plan, grading and clearing permit or building permit. In addition to the information from the preliminary or concept plan, shall include all information required in the final Storm Water Management Plan (SWMP) checklist (at the end of this section), including construction details.

C) In general, the Final Storm Water Management Plan should contain the following (for details see the checklist at the end of this section):

1) The contact information for the owner of the property or properties affected.

2) A vicinity map of the site and affected reach of the outfall channel.

3) On topographic base map, a detailed map of the area and the outfall channel(s) with all pertinent physiographic information, with two (2') foot contours.

4) A watershed map showing the existing and proposed drainage area boundary along with all sub area delineations and all areas of existing and proposed development; indicate locations of all rights-of-way and additional easements/rights-of-way required, flow path to nearest downstream 100-year structure.

5) All hydrologic and hydraulic calculations: specifying methodology and key assumptions used to include a table of discharges at key locations; hydraulic calculations specifying methodology used, assumptions and values of the design parameters.

6) Profiles of the affected channels, including water surface elevations for the specified design frequencies, all existing and proposed bridge, culvert, and pipeline crossings, the location of all tributary and drainage confluences, and the location of all hydraulic structures.

7) Detention basin design calculations, including those used for design of the control structure and construction details.

8) Additional back-water analysis data as described in the checklist.

9) Certification by a Professional Engineer registered in the State of Texas that the result of the proposed development will not produce an adverse impact to downstream properties, structures, drainage facilities, and public infrastructure.

10) Soils map indicating the type of soil and hydrologic group.

11) Maintenance and repair plan for permanent best management practices (BMPs) and a maintenance agreement for on-site storm water management measures.

12) Erosion and sediment control plans or A Storm Water Pollution Prevention Plan (SWPPP) including erosion and sediment control plans for construction.

13) Additional information as requested by the City Engineer or his/her designee, including but not limited to, digital copies of models and digital copies of detailed drawings (dxf or dwg format).

14) Other Environmental Permits as required by local, state, or federal rules.

4.4 WATER QUALITY

A) Post construction storm water quality will eventually be regulated for the quality of the water discharged. There are currently no quantitative limits for post construction water quality of discharge, however post construction BMPs are strongly encouraged, and consideration should be given to provide suitable designs to not prohibit the retrofitting of facilities to meet future water quality monitoring and discharge needs.

B) In accordance with the City of Schertz Construction Storm Water Management Ordinance and Section 01410 of the Construction Technical Specifications, no person shall be granted a Grading and Clearing Permit or Construction Permit for land-disturbing activity without the approval of a Storm Water Pollution Prevention Plan (SWPPP) report and plans.

1) The SWPPP follow the requirements of the Construction Storm Water Management Ordinance and shall include:

a) Each application shall bear the name(s) and address(es) of the owner or Developer of the site and of any consulting firm retained by the applicant together with the name of the applicant’s principal contact at such firm, and the designated operator as defined by TPDES General Permit.

b) A natural resources map identifying soils, forest cover, and resources protected by the local, state, and federal regulations.

c) A sequence of construction of the development site, including stripping and clearing, rough grading, construction of utilities, infrastructure, and buildings, and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation.

d) All erosion and sediment control measures necessary to meet the objectives of the City's regulations throughout all phases of construction and after completion of development of the site. Depending upon the complexity of the project, intermediate plans may be required at the close of each season.

e) Seeding mixtures and rates, types of sod, method of seedbed preparation, expected seeding dates, type and rate of lime and fertilizer application, and kind and quantity of mulching for both temporary and permanent vegetative control measure.

f) Provisions for maintenance of control facilities, including easements and estimates of the cost of maintenance, dust control and cleaning, stockpile protection, etc.

2) Major amendments of the SWPPP must be submitted for approval.

3) In addition to the report, appropriate details, and instructions to be included with the construction plan set.

4) Copies of all submittals to the Texas commission on Environmental Quality (TCEQ), including the notice of intent (NOI) and notice of termination (NOT) shall be submitted.

4.5 STORM DRAINAGE DESIGN CRITERIA

A) METHOD OF COMPUTING RUNOFF

1) The preferred method for computing storm water runoff shall be a unit hydrograph method such as WinTR-20, WinTR-55, HEC HMS models, or some other method provided it is acceptable to the City Engineer or his/her designee. The Modified Rational Method is not allowed.

2) For small urban drainage areas less than fifty (50) acres where hydrographs are not required, for storm sewer inlets, for roadside

ditches, for driveway culverts, or for “peak flow only” calculations, the basis for computing peak flow runoff may be the Rational Method. The Rational Method is not allowed for the design or detention ponds nor channels within the FEMA designated special flood hazard area. The Rational method may not be used if the time of concentration exceeds twenty (20) minutes.

3) Normal depth channel calculations are permissible for constructed open channels with a uniform geometric cross section where there is no potential for the water surface elevations to be controlled by backwater and the channel is not in a FEMA special flood hazard area.

4) Hydraulic calculations for open channels with non-uniform geometric cross sections shall be performed by using the HEC- RAS "River Analysis System" computer models, or other method approved by the City Engineer or his/her designee.

B) TIME OF CONCENTRATION

1) Sheet flow, shallow concentrated flow and channel flows are components that need to be considered in the calculation of time of concentration. The following methods are recommended for time of concentration calculation. The total time of concentration (the sum of the three (3) components described below) shall be a minimum of five (5) minutes.

a) Sheet flow - flow over plane surfaces based on NRCS method and roughness coefficients for sheet flow. Maximum allowable time is twenty (20) minutes for sheet flow, or a maximum distance of one hundred (100’) feet.

b) Shallow concentrated flow – Use NRCS method to estimate travel time for shallow concentrated flow.

c) Channel flow: Use existing computer models where available or Manning's equation if data is not available. Open channels are assumed to begin where surveyed cross section information has been obtained, where channels are visible on aerial photographs, or where blue lines (indicating streams) appear on USGS quadrangle sheets.

C) RUNOFF COEFFICIENTS

Runoff coefficients (C value) for use in the Rational formula shall not be less than the values shown in Tables 4.5A as appropriate.

Table 4.5A
Runoff Coefficients (C)

Character of Area	Slope			
	Up to 1%	1% to 3%	3 to 5%	Over 5%
Business or Commercial Area (90% or more Impervious), Existing Pavement/Buildings	.95	.96	.97	.97
Densely Developed Area (80% to 90% Impervious)	.85	.88	.91	.95
Closely Built Residential Area and School Sites	.75	.77	.80	.84
Large Lot Residential Area	.55	.57	.62	.64
Average Residential Area	.65	.67	.69	.72
Undeveloped Areas				
Undeveloped and Ultimate Land Use is Unknown	.68	.70	.72	.75
Cultivated or Range (Grass Cover <50% of Area)	.44	.47	.49	.53
Range (Grass Cover <50% of Area)	.37	.41	.49	.53
Forest or Range (Grass Cover >75% of Area)	.35	.39	.47	.52

1) In all cases, wet antecedent conditions shall be assumed. Runoff rates shall be computed based on the ultimate development of the entire watershed to the proposed subdivision. For determination of time for concentration, times shall be figured on the basis that there shall be an improved drainage system upstream from the point under consideration.

D) RAINFALL INTENSITY

National Oceanic and Atmospheric Administration (NOAA) Atlas 14 Precipitation frequency data should be used. Tables of rainfall intensity-duration-frequency for the precipitation areas across Schertz are provided in Appendix A of this document. If a site is located within more than one precipitation area, it is acceptable to use the higher intensities for the entire site.

E) NRCS/SCS CURVE NUMBERS

For the NRCS method, the rainfall distribution type III shall be used in the runoff model and shall be in accordance with the San Antonio River Basin standards for analysis. Design rainfalls values listed in Appendix A shall be used for hydrograph calculations. The NRCS/SCS curve numbers adopted for use by the City of Schertz are shown in Table 4.5B. The hydrologic soil groups are listed in the latest version of the United States Natural Resources Conservation Service, "Urban Hydrology for Small Watersheds", Technical Release No. 55 (TR 55), which document is hereby incorporated by this reference. Soil types that relate to the hydrologic soil group may be found in the latest version of the United States.

Natural Resources Conservation Service Soil Surveys for Bexar, Guadalupe and Comal Counties, Texas which documents are hereby incorporated by this reference. Soil types may also be based on a Geotechnical Engineering Report. Alternative curve numbers may be approved by the City Engineer or his/her designee.

Table 4.5B
NRCS (SCS) Curve Numbers

Cover Type and Description	Curve Number for Hydrologic Soil Group			
	A	B	C	D
Open Space (lawn, parks, golf courses, cemeteries, etc.)				
Poor condition (grass cover, < 50%)	68	79	86	89
Fair condition (grass cover 50% to 75%)	49	69	79	84
Good condition (grass cover > 75%)	39	61	74	80
Impervious areas				
Paved parking lots, roofs, driveways, etc., (excluding ROW)	98	98	98	98
Streets and roads				
Paved curbs and storm sewers (excluding ROW)	98	98	98	98
Paved open ditches (including ROW)	83	83	89	93
Gravel (including ROW)	76	85	89	91
Dirt (including ROW)	72	82	87	89
Pasture, grassland, or range – continuous forage for grazing, 50%–75% ground cover and not heavily grazed	49	69	79	84
Meadow – continuous grass, protected from grazing and generally mowed for hay	30	58	71	78
Brush – brush-weeds grass mixture with brush the major element > 75% ground cover	30	48	65	73
Woods -- grass combination (orchard or tree farm). CN's shown were computed for areas with 50% woods and 50% (grass/ pasture) cover	32	58	72	79
Woods – protected from grazing and forest litter and brush adequately cover the soil	30	55	70	77
Farmsteads -- Buildings, lanes, driveways, and surrounding lots	59	74	82	86

1) Percent Impervious Cover. The percent impervious cover for typical land use types (as opposed to lots) in Schertz are presented in Table 4.5C.

Table 4.5C
NRCS (SCS) Curve Numbers by Impervious Cover and Cover type

Cover Type and Description	Average % Impervious Cover	Curve Number for Hydrologic Soil Group			
		A	B	C	D
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential: 1/8-acre lot or less (townhouses) average lot size	65	77	85	90	92
Residential: 1/ 4-acre average lot size	38	61	75	83	87
Residential: 1/3-acre average lot size	30	57	72	81	86
Residential: 1/2-acre average lot size	25	54	70	80	85
Residential: 1-acre average lot size	20	51	68	79	84
Residential: 2-acre average lot size	12	46	65	77	82

F) DESIGN RAINFALL DISTRIBUTION

1) Design Rainfall. A twenty-four-hour rainfall distribution shall be applied for runoff calculations. NOAA Atlas 14 Design Rainfall Values for the precipitation areas across Schertz are provided in Appendix A of this document and should be used for HEC-HMS input. If a site is within more than one precipitation area, it is acceptable to use the higher depth values for the entire site. The lag value for a subarea shall be calculated as 0.6 times the time of concentration. Facilities with watersheds greater than one hundred (100) acres must be designed for the 100-year frequency storm or the 25-year event plus freeboard (see Table 4.5E), unless otherwise stated below.

2) Routing of Runoff. Routing of the runoff hydrograph through the channel from one subarea calculation point to the next in the HEC-HMS shall be computed using one of the following methods:

a) Overbank/channel storage not significant: use normal depth channel routing.

b) Overbank/channel storage is significant: use the Muskingum method where a hydraulic model is not available. Use Modified Puls Storage method where a hydraulic model is available to develop storage/out flow relationship.

c) Kinematic wave method for channel reaches where inflow from overbank runoff or multiple point sources (Example: storm sewer outfalls) is significant and where hydrograph attenuation is insignificant. Channel routing methodologies currently being applied in the existing HEC-HMS model of the watershed shall not be replaced with a different methodology without approval or direction from the City Engineer or his/her designee.

G) STREETS

1) GENERALLY

a) Design of streets shall consider public safety and limit potential conflicts between storm water conveyance, traffic, parking, pedestrian access, ADA requirements, and bicycle traffic.

b) Streets and associated drainage facilities, draining a watershed greater than one hundred (100) acres must be designed for the 100-year frequency storm.

c) Streets may be used for storm water drainage only if the calculated storm water flow does not exceed the criteria herein and/or the velocity does not exceed ten (10') feet per second.

d) Where streets are not capable of carrying storm water, as outlined above, inlets or curb openings discharging to drainage channels or storm sewers shall be provided. Partial flow past the inlet will be allowed when the capacity of all downstream street systems can accommodate the flow.

e) Street width shall not be widened beyond the width as determined by the street classification for drainage purposes.

f) Storm water conveyance on streets shall be designed to account for the cumulative impact of peak flows and runoff volumes on the system as the storm water progresses downgrade.

g) Curb cuts for driveways on all streets shall be designed for compatibility with the storm water conveyance function of streets.

h) Potential flooding problems or conflicts at the connection points where new or modified drainage systems (including streets, storm sewers, etc.) and the existing portions of the downstream street system and storm water conveyance system shall be identified and resolved either in the design of the new or modified drainage system or in modifications to the existing system.

i) Structures located on the downhill side of a T- intersection shall be sited to avoid obstruction of the drainage discharge from the street (including the case of a blocked or otherwise ineffective inlet) or channel flow patterns.

2) An arterial street is a street designated as such on the City's Master Thoroughfare Plan. One (1) lane in each direction on arterial streets shall remain clear during a twenty-five (25)-year storm event. The maximum depth of water in the street section must not exceed seven (7") inches (the height of a standard city curb).

3) A collector street is a street designated as such on the City's Master Thoroughfare Plan. One (1) lane on collector streets shall remain clear during a twenty-five (25)-year storm event. The maximum depth of water in the street section must not exceed seven (7") inches (the height of a standard city curb).

4) Local Streets. Local streets shall be designed on a basis of a twenty-five (25) - year frequency. The maximum depth of water in the street section must not exceed seven (7") inches (the height of a standard city curb). A one hundred (100) -year frequency storm must be contained within the street right-of-way.

5) CULVERTS AND BRIDGES

a) Where streets cross existing or proposed watercourses, culverts or bridges shall be adequate to allow passage of twenty-five (25)-year design storm. In the instance the crossing conveys runoff from a watershed greater than one hundred (100) acres, then culverts or bridges shall be adequate to allow passage of the one hundred (100)-year design storm.

b) All crossings, culverts and bridges shall be designed for an HS—25 or equivalent loading.

H) CHANNELS

1) This section addresses proposed improvements or modifications to drainage channels and watercourses required to convey storm water runoff from or through the proposed development.

2) Except as authorized by a development plan approved by the City Engineer or his/her designee, no person shall place or cause to be placed any obstruction of any kind in any watercourse. The owner of any property within the city, through which any watercourse may pass, shall keep the watercourse free from any obstruction not authorized by a development plan.

3) CHANNEL MODIFICATIONS

a) Modifications to existing watercourses or newly created open channels may be designed as earth channels, sod channels or as concrete lined, or otherwise hard armored channels. Liners other than sod or concrete which enhance the aesthetics or habitat value of the watercourse, and which reduce future maintenance requirements are encouraged. Preliminary planning for the applicability of other channel liners shall be reviewed with the City Engineer or his/her designee prior to the submittal of construction plans for approval.

b) Runoff that results from upstream development and is discharged to an unimproved waterway can cause flood damage to properties adjacent to the waterway. Natural undeveloped waterways do not receive regular maintenance. Design of natural waterways shall take into consideration fluvial geomorphologic principles and practices. Consulting engineers and development review officials shall work to resolve potential downstream impact issues.

4) Design of new channels or alterations to existing channels shall consider future maintenance requirements. A maintenance schedule for any private channel shall be submitted to and approved by the City Engineer or his/her designee prior to approval of construction plans. Maintenance requirements of concrete channels consist of de-silting activities, prevention of vegetation establishment in construction joints, and repair of concrete as necessary. Maintenance of earthen channels includes regular observation and repair, as necessary, of erosion, scouring, and removal of silt deposits, as necessary to maintain design parameters. Developers shall be responsible for maintaining newly planted channels until

coverage is established throughout eighty- five (85%) percent of the area. This area shall include slopes, floor, and any attendant maintenance easement. New earthen channels shall be planted with drought resistant, low-growth, native species grasses, which will allow unobstructed passage of floodwaters. Johnson grass, giant ragweed and other invasive species shall not be allowed to promulgate in channels. Suggested species shall include, but not be limited to, common bermuda, buffalo grass, side oats grama, seep muhly, little bluestem, and Indian grass. Mowing frequencies vary with the vegetation growth rates but is required when the grass exceeds the design roughness coefficient of the channel.

5) Planned multiple use of a watercourse is allowed (e.g. bike paths or greenbelt). If multiple use of the watercourse is to be incorporated, the applicant shall form a community association that shall assume maintenance responsibility for private amenities. The appropriate government agency will be responsible for maintenance of public amenities. The applicant shall provide overlay easements for public or private use.

6) Table 4.5D shall be used to determine maximum permissible channel velocity.

Table 4.5D
Velocity Control

Velocity	Type Drain Required	Hydraulic Radius	Correction Factor	Max. Permissible Velocity
1 to 6 fps (Maximum Average Velocity = 6 fps)	Grass Lined Channel	0-1 ft 1-3 ft 3-5 ft 5-8 ft 8-10 ft Over 10 ft	0.8 0.9 1.05 1.15 1.225 1.25	5 fps 5.5 fps 6.3 fps 6.9 fps 7.35 fps 7.5 fps
6 to 8 fps	Concrete retards required	N/A	N/A	N/A
8 fps and over	Concrete lining or Drop Structures Required	N/A	N/A	N/A

a) Where velocities are in the supercritical range, allowance shall be made in the design for the proper handling of the water by the design of energy dissipaters at the outfall, and the lining of the channel, and the inclusion of freeboard.

b) Ensure that the channel will contain the hydraulic jump (sequent depth) throughout the extent of the supercritical profile. An exception to this criterion is where concrete lined lateral channels discharge down the side slopes of channels. These channels may be designed for normal depth plus freeboard provided velocity controls are established at the main channel flow line.

c) Ensure that the energy grade of the channel will not result in upstream flooding at existing or proposed lateral facility connections.

7) Retard spacing shall be computed as using the following equations and subject to the Velocity Control standards in Table 4.5D:

$$L = 1.0 \div (S1 - S2)$$

Where: L = Distance required between retards in feet.
S1 = Actual slope of channel in ft./ft.
S2 = Slope of proposed channel for maximum permissible velocity established from Table 4.5F. For example:
$S2 = [V \div (1.486 * n * R^{2/3})]^2$
Where:
V = maximum permissible velocity established from Table 4.5F
n = .035, manning's roughness coefficient for grass lined channel
R = area/wetted perimeter

8) Concrete Lined Channels. The design of concrete lined channels shall comply with the following general requirements:

a) Freeboard consistent with Table 4.5E will be applied to the twenty-five-(25) -year design.

Table 4.5E
Drainage Freeboard for Concrete Lined and Earth Channels
for 25-Year Storm

Design Depth of Flow	Required Freeboard
0-5 ft	0.5 ft
Over 5 ft	1.0 ft

b) From the top of the concrete lining to the top of the ditch, a side slope not steeper than four (4) horizontal to one (1) vertical shall be required; nor shall the slope be less than twelve to one (12:1).

c) For normal conditions, the concrete lining shall be a minimum of five (5”) inches thick and reinforced with No. 3 round bars at twelve (12”) inches on center each way. Where surcharge, nature of ground, height, and steepness of slope, etc., become critical, design shall be in accordance with latest structural standards. All concrete lining shall develop a minimum compressive strength of not less than three thousand (3,000) pounds per square inch in twenty-eight (28) days. The depth of all toe downs shall be thirty-six (36) inches upstream, and eighteen (18) inches for side slopes. The City's Engineering Inspector may permit an eighteen (18”)-inch toe down in rock sub grade in lieu of the above toe down requirements. The horizontal dimensions of toe downs shall not be less than six (6”) inches.

d) Maximum concrete riprap side slopes shall be one and one-half (1-1/2) horizontal to one (1) vertical, unless soil tests made by a geotechnical engineer show that a greater slope, or a special design, will be stable. Where vehicular traffic may travel within a horizontal distance equal to one-half (1/2) the vertical rise of the slope, a two (2’)-foot surcharge load shall be included in the design.

e) Fencing (or other approved safety barrier) will be required adjacent to the channel where channel vertical wall heights exceed two (2’) feet. Fencing or barrier will also be required adjacent to the channel where channel side slopes exceed three to one (3:1) and the channel depth is greater than two (2’) feet. The barrier must not cause sight distance problems for motorists.

f) Easements or rights-of-way for concrete lined channels shall extend a minimum of two (2’) feet on both sides of the extreme limits of the channel. "Extreme limits" of the channel shall mean the side slope intercept with the natural ground or proposed finished ground elevation. This two (2’) foot space shall be constructed of concrete or some other maintenance free material.

g) A minimum "N" value of roughness coefficient of 0.015 shall be used in Manning's formula. Recommended “N” are available in Table 4.5F below. For approval to alter, contact the City Engineer or his/her designee.

h) Channel shall have a bottom width of eight (8') foot minimum with a vehicular access point of seven (7) horizontal to one (1) vertical slope at least every one thousand (1000') feet. For channels less than eight (8') foot bottom width, a fifteen (15') foot wide access road is required adjacent to the channel.

Table 4.5F
Manning's Roughness Coefficient "N"

Channel Description	"N" Value
Concrete Lined Channel	0.015
Grass Lined Channel with Regular Maintenance	0.035
Grass Lined Channel without Recent Maintenance	0.050
Vegetated Channel with Trees, Little or No Underbrush	0.055
Natural Channel with Trees, Moderate Underbrush	0.075
Natural Channel with Trees, Dense Underbrush	0.090
Natural Channel with Dense Trees and Dense Underbrush	0.100
Reinforced Concrete Pipe	0.013
Concrete Box Culverts	0.013
Overbank Description	"N" Value
Pasture	0.035-0.055
Trees, Vegetation, Multiple Fences and Structures	0.060-0.075
Dense Vegetation, Multiple Fences and Structures	0.075-0.090
Pipe	"N" Value
Corrugated Metal Pipe - ½" corrugations	0.024
Corrugated Metal Pipe - 1" corrugations	0.027
Concrete Pipe	0.013

9) Vegetated Earth Channels.

a) Freeboard consistent with Table 4.5E will be applied to the twenty- five (25)-year design

b) No earthen channels will be permitted with less than an eight (8') foot bottom width. All channels not meeting the minimum width shall be concrete channels (see Section 8 above). The side slope shall not be steeper than four (4) horizontal to one (1) vertical.

c) Easements or rights-of-way for improved earth channels shall conform to the requirements stated in subsection (d) of this section and shall extend a minimum of two (2') feet on one (1) side and fifteen (15') feet for an access road on the opposite side of the extreme limits of the channels when such channels do not parallel and adjoin an alley or roadway. When such channels do parallel and adjoin an alley or roadway, the easement or right-of-way shall extend a minimum of two (2') feet on both sides of the extreme limits of the channel. Where utilities are installed in the access road of the drainage right-of-way, the right-of-way shall extend two (2') feet on one (1)

side and seventeen (17') feet on the opposite side of the design limits of the channel. These seventeen (17') feet are to provide an access way along the channel with a maximum cross slope of one (1") inch per foot toward the channel. Where designed channel bottoms exceed one hundred (100') feet in width, fifteen (15')- foot extra width shall be provided on both sides of the channel. Interceptor drainage easements shall extend a minimum of two (2') feet on both sides of the extreme limits of the channel.

d) Channel shall have a bottom width of eight (8') foot minimum with a vehicular access point of seven (7) horizontal to one (1) vertical slope at least every one thousand (1000') feet. For easements crossing streets there shall be an access drive on both sides of the street right-of-way. Improved earthen channels will be vegetated by seeding or sodding. Eighty-five (85%) percent of the channel surface area must have established vegetation before the City of Schertz will accept the channel.

10) Channel Bends. Allowance for extra freeboard shall be made when the centerline radius of the channel is less than three (3) the bottom width. Where sharp bends or high velocities are involved, the applicant shall use the following formula for computing the extra freeboard:

$$d_2 - d_1 = V^2 * (T + B) \div (2*g*R)$$

Where: d_1 = depth of flow at the inside of the bend in feet. d_2 = depth of flow at the outside of the bend in feet.
B = bottom width of the channel in feet.
V = the average approach velocity in the channel in feet per second.
T = width of flow at the water surface in feet.
g = 32.2 feet/second squared.
R = the center line radius of the turn or bend in feet.

a) The quantity $d_2 - d_1$ divided by two (2) shall be added to the normal depth of flow before adding the required freeboard in calculating required right-of-way widths.

b) Where sharp turns are used without curved sections, the depth required shall be large enough to provide for all head losses. Allowance shall be made for any backwater head that may result.

c) For normal design conditions no extra freeboard is required. An accepted rule of thumb to follow is this: Centerline radius of channel should be at least three (3) times the bottom width.

11) Trickle Channel. All channels and detention basins with a bottom width of eight (8') feet or greater must have a trickle channel, a minimum of five (5') feet wide, following the centerline to facilitate positive drainage to the outfall or the entire length of the channel.

I) STORM SEWERS

1) For all ordinary conditions, storm sewers shall be designed on the assumption that they will flow full under the design discharge; however, whenever the system is placed under a pressure head, or there are constrictions, turns, submerged or inadequate outfall, etc., the hydraulic and energy grade lines shall be computed and plotted in profile. In all cases adequate outfalls shall be provided and the system adequately designed. Show the HGL in the profile.

2) No public storm sewers shall be less than twenty-four (24") inches in diameter, and all junctions shall have an access manhole a minimum of five (5') foot in diameter meeting the access criteria in the latest version of the Standard Construction Details and the Technical Specifications. All structures shall conform to the HS-25 loading standard within streets or along any potential vehicle route (including drainage easements)

3) Minimum easement widths for storm sewers will be the greater of fifteen (15') feet or six (6') feet on both sides of the extreme limits of the storm sewer width (e.g. the easement width for a three (3) barrel ten (10')-foot wide box culvert with six (6")-inch walls would be (3 x 10') + (4 x 0.5') + (2 x 6') = 44').

J) INLETS AND OPENINGS

1) Drop Curb Openings - Where drop curb openings are used to take storm water off the streets and into drains or swales, the length of the curb opening can be calculated from the weir formula using the coefficient of 3.087 in the following formula:

$L = Q \div (C_w * h^{3/2})$

Where:
L = the length of drop curb opening required in feet
Q = amount of flow in cubic feet per second (cfs) based on twenty-five-year design frequency
C = 3.087
h = head of weir in feet

Gutter line depressions will be permitted where such depressions will not hinder the flow of traffic. For amount of curb exposure, conform to Texas Department of Transportation San Antonio District Inlet Type I or II.

2) Curb or Drop Inlets. Where drop inlets are used, the City standard inlets with adequate reinforcing steel may be used. All other types or designs shall be subject to the approval of the City Engineer or his/her designee. The following formulas for inlet capacity are based on drop inlets in sag points. Inlet capacities on grades will be considered less, the amount of which depends on street grades, deflections, cross slopes, depressions, etc.

3) Grate Inlets. The flow of water through grate openings may be treated as the flow of water through a rectangular orifice. The following formula may be used for determining grate capacity:

$Q = C_o * A * (2*g*h)^{1/2}$

Where:
Q = discharge in cubic feet per second
C_o = orifice coefficient of discharge (taken as 0.70)
g = acceleration due to gravity (32.2 ft./sec^2)
h = head on the grate in feet
A = net area of the openings in the grate in square feet

This formula gives the theoretical capacity of the grate inlet. Since grate inlets are subject to considerable clogging, capacity of the grate inlet will be taken as one-half (1/2) on the value given by this formula.

4) Curb Opening Inlets. The capacity of curb opening inlets will depend on whether or not the opening is running partially full or submerged. If the depth of flow at the curb opening inlet is such as to cause a partially full opening, a weir effect will develop, and the following formula will apply:

$Q = C_w * L * h^{3/2}$

Where:
Q = the discharge of capacity in cubic feet per second
C_w = the weir coefficient of discharge (3.087)
L = the length of curb opening in feet
h = the head or depth of water at the opening in feet

If the depth of flow at the curb opening is such as to fully submerge the opening, the orifice effect will develop, and the formula used shall be identical to that given under grate inlets with the exception that the head, h, on the curb opening orifice shall be taken as the depth from the top of the water surface to the center of orifice or opening; one hundred (100%) percent efficiency will be allowed for curb opening inlets. In no case, shall a pedestrian facility be placed in an area to be inundated by water during the design storm event.

5) The pedestrian facility should be elevated so as to avoid inundation and adequate railing shall be provided as required per paragraph H.8.e of this section.

K) DETENTION BASINS

For projects with an increased impervious area of greater than 0.1 acres, for all new developments or redevelopment of individual parcels of property, detention basins may be used to mitigate peak flow rates to predevelopment or existing development conditions.

1) The maximum allowable outflow rate from the detention facility must be restricted to the flow rate from the undeveloped or existing development tract for the 2-year, 5-year, 10-year, 25-year and 100-year frequencies. Best management practices shall be used in the design of detention facilities in accordance with this section. The timing of the hydrograph released from the detention facility must be checked against the timing of the flow rate in the first open watercourse to prevent any increase in the peak flow rate in the receiving watercourse. For detention basins constructed in-line on an existing watercourse, the creation of the basin shall not increase flood elevations in the channel upstream of the new development boundaries.

2) On-site detention facilities must be privately owned and shall be maintained by the community or property owner association or property owner. A maintenance schedule shall be submitted to the City

Engineer or his/her designee prior to approval of construction plans. The City will have the right to do periodic inspections of privately owned and maintained detention facilities to ensure that the maintenance schedule is being implemented.

3) Multi-use facilities are encouraged, but not required (multi-use facilities allows for water quality, satisfy TPDES requirements, enhance around water recharge, provide open space, provide recreation or other amenities, and/or provide habitat) and may be utilized so long as the facility meets the standards set forth in subsection (F.1) of this section and does not increase the rate or volume of erosion above that which would result from the use of a facility without multiple uses. The use of multi-use detention facilities to alleviate existing flooding problems, enhance and provide amenities for older neighborhoods, and support the revitalization of economically depressed areas is encouraged in public and private redevelopment initiatives.

4) Maximum water depths over six (6') feet will not be allowed without prior approval of the City Engineer or his/her designee.

5) Fencing or other approved safety barrier is required when side slopes and total depth meet the criteria specified for channels in paragraph H.8.e. of this section.

6) Parking areas may be used as detention facilities provided the depth does not exceed eight (8") inches, and the impounding of storm water does not impact the adjacent buildings.

7) Stage- Storage- Discharge tables for basins and associated outlets will be required upon plans and within the SWMP.

8) Pumped detention systems will not be an acceptable method of storm water mitigation unless the facility will remain privately owned, operated, and maintained. The City will approve the use of a pumped facility for private use under the following conditions:

   a) A gravity system is not feasible from an engineering and reasonable economic standpoint.
   b) At least two (2) pumps are provided, each of which is sized to pump the design flow rate.
   c) The selected design outflow rate must not aggravate downstream flooding.
   d) Controls and pumps shall be designed to prevent unauthorized operation and vandalism.
   e) Adequate assurance is provided that the system will be operated and maintained appropriately on a continuous basis.

9) Storm water retention with permanent wet pool systems will not be an acceptable method of storm water mitigation unless the facility will remain privately owned, operated, and maintained. The City will approve the use of a wet pool system for private use under the following conditions:

f) A gravity system is not feasible from an engineering and reasonable economic standpoint.
g) The volume below the discharge invert shall not be considered for detention capacity.
h) Mitigation measures must be included in the design of the facility to ensure water quality and prevent nuisances and environmental hazards.
i) Facility shall not promote a bird hazard or any other hazard that would negatively impact Joint Base San Antonio (JBSA) or its mission.
j) Adequate assurance is provided that the system will be operated and maintained appropriately on a continuous basis.

L) OUTFALLS/OUTLETS/TRANSITIONS

If the velocity at an outfall or outlet of a channel, storm drain, or detention pond to an earthen/grass lined channel is greater than six (6’) feet per second (fps), provide energy dissipaters or other means to reduce velocity and prevent erosion.

Provide retard spacing and concrete transition length calculations to account for the effect of hydraulic jumps.

Adequate space shall be provided for the transition of flow from a concentrated point to Sheet Flow (to mimic predevelopment conditions) before the discharge leaves the developed Property.

4.6 STORM WATER CHECKLIST

City of Schertz Storm Water Management Plan (SWMP) Checklist		N/A	Complete	Incomplete
A.	**GENERAL**			
1.	Signed, sealed & bound SWMP			
	Introduction & Project description			
	Narrative of existing and proposed hydrology			
	Summary of calculations (indicate methodology and key assumptions, time of concentration calculation, Curve Number and Runoff Coefficient determination)			
	Table of runoff values			
2.	Certification by Engineer that the resulting impact of the proposed development will not produce a significant adverse impact to downstream properties, structures, drainage facilities, and public infrastructure.			
3.	Project Location Map			
4.	Flood Insurance Rate Map (FIRM) with site superimposed			
5.	Grading Plan (As required by City Engineer): Lots grading property according to FHA Lot Grading Type (A, B, C) An upstream watershed no more than the depth of 1 residential lot or 120 feet, whichever is greater, may drain to a platted lot unless an interceptor drain is provided.			
6.	Aerial map: Delineate site boundary, contributing watershed, downstream flow path to 100-year facility, flood plain and floodway location			
B.	**HYDROLOGY**			
1.	Drainage Area Map (to scale) for Existing and Ultimate Conditions			
	Show site boundaries, overall drainage areas and sub- areas, acreage of each of each drainage area, and discharge locations, downstream flow path to 100-year facility			
	Provide Existing & Design time of concentration flow paths with length & slope shown Table of runoff values at key locations			
	Existing and proposed topographic information with maximum two (2) foot contour elevations			
	Flood plain and floodway location, with BFE indicated			
2.	Detailed Q calculations include:			
	Time of Concentration (provide detailed calculations) (NRCS method): Minimum 5 minutes total Overland Sheet – Length, slopes, (max 20 minutes) max 100 feet Shallow Concentrated Flow – Length, slopes Concentrated Flow – Length, slopes, assumed v > 6 fps			
	Rational Method: Rational Method for watersheds 0 to 50 Acres, Tc≤20 minutes, peak flow analysis only, no flow routing required, no floodplain analysis Verify Rainfall Intensities (i) & Runoff Coefficient (C)			
	Unit Hydrograph Method (TR 20 or HEC HMS, etc.): SCS or other Hydrograph Method for larger watershed or flow routing Required (detention pond) SCS curve number, CN value: provide detailed calculations & exhibit Routing Values (if used): Provide detailed calculations			
	Routing Method: Modified Puls or Muskingum Soil Survey Map of area (site delineated, soil type & acreage of each soil group)			

C. HYDRAULICS				
1.	General: For all storm water facilities with drainage area > 100ac, design for Q100 All storm water facilities shall be designed for Ultimate development			
2.	Street Capacity: Local: Q25 contained within curbs, Q100 contained within ROW Collector: Q25 contained within curbs AND one lane shall remain clear Arterial: Q25 within curbs AND one lane in each direction shall remain clear			
	Streets draining a watershed greater than one hundred (100) acres must be designed for the one hundred (100) year frequency storm			
	Velocity <10 fps			
	Street draining to unpaved surface runoff velocity < 6fps			
	Lateral curb opening sized as weir			
3.	Channels: (provide detailed calculations) If Drainage area < 100ac: Q25 plus freeboard If Drainage area > 100ac: the greater of Q100 or Q25 plus freeboard			
	Slope Conveyance Method (Mannings) – for small channels (BW≤20) not floodplain, nor affected by backwater. Provide section of channel Indicating normal depth, velocity, Froude number			
	Standard Step Back Water Model (HEC RAS or similar) – for large channels (BW>20'), channels within floodplain, or channels controlled by backwater. Provide plan and profile indicating HGL and EGL			
	Concrete channel: Manning's "n" minimum of 0.015 Hydraulic jump calculations			
	Earthen channel: Appropriate Manning's "n" Velocity < 6 fps			
	Channel bend extra freeboard calculations			
	Turf Reinforcement Matting: 6 fps < Vel < 12 fps If > 12 fps, engineer's report should certify that material is appropriate for velocity. Include manufacturer spec's & installation instructions. Engineer to certify at final inspection that material was installed correctly.			
	Interceptor Channel: Easement width calculation			
	Floodplain Submittal is required if property is within or next to a FEMA designed special flood hazard area			
4.	Storm Sewer			
	Inlet designed for 25-yr capacity			
	HGL/EGL: provide detailed calcs (including junction losses). Show in profiles of pipe EGL: below top of junction box or, if approved by City, specify bolted manhole covers. HGL: below gutter			
	Downstream tail water depth calculation			
	Min storm sewer pipe diameter = 24 inches. Pipe velocity between 2 fps and 12 fps			
5.	Culverts			
	Culvert design for 25-year event unless upstream watershed is greater than 100 acres, then it shall convey the 100-year runoff.			
	Designed according to FHWA HDS-5			
	Headwater does not overtop road			
	Box culvert, headwalls and wingwalls to conform to TxDOT design standards			
6.	Detention Basins			
	Indicate area to drain to detention basin			

	Provide inflow and outflow hydrographs for 2-yr, 5-yr, 10-yr, 25-yr, and 100-yr (proposed, ultimate)			
	Provide required storage for the 2-yr, 5-yr, 10-yr, 25-yr, and 100-yr (proposed, ultimate)			
	Check tailwater conditions on outlet structure			
	Include a stage/storage/discharge table			
	Provide details on outlet structure (invert, sizes, slopes, details on plan sheet) indicate depth per rainfall event.			
	Verify pond height is 6' high or less from toe on downstream side of embankment (existing grade) to the top of the structure. If not, overflow spillway must have capacity for 100% of the ultimate development probable maximum flood (PMF) and TCEQ approval may be required.			
	Modified rational is not accepted			
	Provide maintenance schedule			
	Provide results in tabular format with detailed calculations for allowable/existing, proposed, and ultimate discharges from the structure. Provide Electronic files of model			
7	Outfalls/Outlets/Transitions			
	If velocity > 6fps at transition to earthen channel, provide energy dissipaters or other means to reduce velocity. Provide retard spacing and concrete transition length calculations (hydraulic jump)			
	Receiving facility (street, channel, culvert, etc.) capacity to accept runoff.			
8.	Easements			
	Widths include freeboard and access			
9.	Storm Water Pollution Prevention Plan			
10.	Maintenance agreement/plan			
D. ADDITIONAL ITEMS IF FLOODPLAIN WORK IS PROPOSED				
1.	Narrative Table of Contents and abstract or executive summary Introduction that includes project description and history, location, scope and objective of analysis, previous and related studies that may affect this analysis. Summary, conclusions, vicinity map and recommendations. Include the Impact on the floodplain's Q, WSEL & velocity.			
2.	Provide detailed Hydrology calculations for changes in hydrology or for unstudied stream reach, see SWMP above (with electronic copy of model)			
3.	Provide detailed Hydrology calculations for changes in hydrology or for unstudied RAS or standard step backwater analysis model: 25 year existing and ultimate development condition hydraulic analysis 100 year existing and ultimate development condition hydraulic analysis			
4.	Provide plans and calculations for channel outfalls perpendicular to the floodplain. Channel outfall must be taken to the invert of the receiving channel or show the velocity to be less than 6 fps going down the side slope.			
5.	Plotted water surface profiles for the 100-year flows (if applicable)			
6.	Provide channel cross sections (existing superimposed on proposed) show the drainage easement, Manning numbers, property lines, structures, etc.)			
7.	Provide a summary table of the hydraulic model (HECRAS) of the floodplain within the platted area			
8.	Copy of all permits needed under the authority of USACE, TCEQ, or any other applicable regulatory authority			
9.	Current Effective dFIRM of project area			
10.	Grading Plan (existing and finished contours)			
11.	Provide Topographic Work Map: show plan view of project limits, cross sections, existing/proposed contours, proposed development, current and revised flood plain limits, property lines, drainage easement, engineers signature and seal			

12.	Provide U.S.G.S. Quadrangle maps showing overall drainage areas, runoff coefficients, time of concentration, intensity.			
13.	Floodplain Development Permit			
14.	Elevation Certificated (if applicable)			
15.	FEMA CLOMR / LOMR/LOMRa/LOMRf			
	Provide the applicable items listed above			
	MT-2 Form 1 Sec D: Provide Owners and Engineer's original signature			
	MT-2 Form 2 Sec A: Provide an attached explanation if sediment transport is not considered			
	MT-2 Form 2 Sec B 4: Model names in this section must match the models listed in the CD			
	For Map Revision Detail study includes 10, 50, 100, and 500-year Analysis			
	If applicable, provide As Built Grading Plan with engineer's seal and signature			
	Recommend providing Check-RAS output			
	Provide existing and proposed FEMA FIRM Maps with the following: **Existing** – Label Map "Current" and show the site boundaries. **Proposed** – Label Map "Revised", show site boundaries, show only the proposed floodplain limits, floodplain must be in the existing floodplain upstream and downstream, show the proposed streets centerline only and label, show the upstream and downstream limits of study.			

SECTION 5 – SANITARY SEWER REQUIREMENTS

5.1 GENERAL

All subdivisions shall be provided with an approved sewage disposal system. An Engineering Design Report for wastewater shall be submitted for review by the City Engineer or his/her designee. The report should contain a map of the service area, development LUE count, design flow rates and calculations (Average Dry Weather, Peak Wet Weather flow), design capacity of the sewer, minimum and maximum velocities, and a statement declaring that minimum velocities and pipe capacities have been met. If the project is to require a lift station and force main, the sizing of the wet well, pumps, controls, and force main shall be included in the report. The sanitary sewer collection system shall be designed in accordance with the standards and specifications set forth hereinafter.

A) The Developer shall dedicate, at their own cost, such right-of-way and construct such sanitary sewer main and appurtenance of such size as to adequately serve the area being subdivided as determined by the City or the utility company under whose jurisdiction the subdivision falls.

5.2 MINIMUM STANDARDS

A) Design Criteria: All gravity sewers shall be PVC gravity sewer pipe and fittings meeting the requirements of ASTM Specifications D 3034 and shall be SDR 26. All structures shall conform to the HS-25 loading standard within streets or along any potential vehicle route (including sewer easements).

B) Minimum size of sewer mains shall be eight (8”) inches in diameter and all house connections in streets or alleys must be six (6”) inches in diameter belonging to the owner of the lot. The minimum and maximum pipe slopes and velocities shall be in accordance with TCEQ standards (30 TAC Ch 217.53(1)(2)(A) table C.2). All sanitary sewer collection mains shall be of sufficient size to serve the peak dry weather flow from the service area plus infiltration and inflow. Provide flow calculations including the details of the average dry weather flow, the dry weather flow peaking factor, and the infiltration and inflow. The flow calculations must include the flow expected in the facility immediately upon completion of construction and at the end of a fifty (50) year life. The line must conform to the City’s current Sanitary Sewer Master Plan.

C) The following criteria shall be used in formulas in the design of sewer system:

1) Average Dry Weather Daily Flow is based on 245 gpd/LUE (living unit equivalent).

2) Peak Dry Weather Daily Flow is based on a peaking factor of 3.0.

3) Peak Wet Weather Flow is Equal to Peak Dry Weather Flow plus Inflow/Infiltration.

Table 5.2A
Flow From Contributing Population (245 gpd/LUE)

Residential	LUE/each	1
Apartments & Extended Living	LUE/unit	3/5
Hotel/Motel	LUE/unit	1/3
Business	LUE/person	20/245
School	LUE/student	15/245
Unknown future development	LUE/acre	4

Rates for other non-residential development may be obtained from actual water usage, TCEQ, Wastewater Usage Rates (30 TAC §285.91 Table III (use rates without water saving devices for existing facilities and rates with water saving devices for future facilities) or other method approved by City Engineer.

Table 5.2B
Infiltration

Source of Infiltration	Amount of Infiltration In Gallons Per Day Acre
Residential Area – Level to 7% slope	700
Residential Area – 7% To 15% Slope	500
Totally Undeveloped Areas	360
High Water Table (Creek Beds, Lake Areas)	1450
Business and Industrial Areas	1000

D) The Developer shall furnish lift stations with Supervisory Control and Data Acquisition (SCADA) equipment where necessary. These shall be constructed only after approval by the City.

E) Sewage treatment plants and sewer systems must conform to the requirements of Texas State Department of Health.

F) Manholes: All manholes shall be a minimum of five (5') foot in diameter for all Base and riser sections (no cones less than five (5') in diameter) with watertight manhole ring and cover meeting the Current Standard Specification and Standard Detail criteria and minimum of thirty (30") inch diameter opening.

1) Precast concrete manhole sections with steel reinforced concrete base with confined O-ring joints in conformance with ASTM C-443.

2) Base shall be manufactured in accordance with ASTM C-478. The precast base may have formed smooth invert channels cast at the angles. The invert channel shall have ¼" = 1' fall toward the outlet and inverts shall be designed to prevent reverse flow.

3) Resilient joint connectors for a watertight seal between the manhole base and specified line pipe shall be provided. This joint shall comply with ASTM C-923.

G) Construction methods shall be in strict accordance with the manufacturer's installation procedures and recommendations. The items below are listed for emphasis:

1) The City shall be advised forty-eight (48) hours before any construction is started for adequate scheduling inspection to be provided.

2) Sewers shall be located in the centerline of streets and four (4') feet from the north or east lines where in alleys or as otherwise approved. Mains within earthen channels/drainage ways shall be protected from scour; a scour analysis may be required.

3) All sewer lines shall be placed on line and grade as directed by the Design Engineer.

4) Manholes shall be placed at all deflection, intercept and terminating points on the public system and spaced not more than five hundred (500') feet apart.

5) Manholes shall be provided at intersecting streets or alleys where there is a possibility of future extensions.

6) Drop Manholes should be used sparingly and generally, only when it is not economically feasible to steepen the incoming sewer, in no case should a drop be used for a fall less than two (2') feet and all shall be interior drop manholes.

7) Sewer laterals shall be terminated in a cleanout at the property line. A sewer lateral may only serve a single customer. No cleanouts may be used on any public sewer main.

8) All non-residential service customers shall provide a sample port meeting the current City of Schertz specifications or approved by the City Engineer or his/her designee on all service laterals within the property. The sample port should be in an area readily accessible to City and/or sewer service provider's representative and clear of pedestrian and vehicular traffic.

9) Manholes located in the area to be paved shall be left covered below sub-grade until the street contractor has completed the street and then it shall be reset to finished grade.

10) Compaction of sewer trench and lateral backfill shall be according to Section 02317 – Excavation and Backfill for Utilities of Schertz Technical Specifications. Each lift of backfill shall be tested and pass density requirements prior to the next lift of material being placed.

11) Construction over the Edwards Aquifer: For subdivisions constructed over Edwards and associated limestone formation, all construction shall meet the latest revision and requirement of the Texas Commission on Environmental Quality.

12) All manhole section joints shall be wrapped with an external seal wrap meeting Technical Specification 02082 and installed according to manufacturer's recommendations.

13) Encapsulate manholes with flowable fill from bottom of base, minimum of one (1') foot around walls, up to bottom of concrete collar.

5.3 MINIMUM SANITARY SEWER TESTING REQUIREMENTS

A) PUBLIC SANITARY SEWER LINE AIR TESTING

1) Description: This item shall cover the testing of completed sections of installed sewer pipe using low-pressure air tests on all completed sections of sanitary sewer mains.

2) The air test will be used to evaluate materials and construction methods on the pipeline sections and successful air tests shall be mandatory for the acceptance of the lines.

B) MATERIALS FOR TESTING

1) Compressor Air Supply: Any source which will provide at least three hundred (300) cubic feet per minute at one hundred (100 psi) pounds per square inch.

2) Plugs, Valves, Pressure Gauges, Air Hoses, Connections, and other equipment necessary to conduct the air test, shall be furnished by the contractor. The test equipment for air testing will consist of valves, plugs and pressure gauges used to control the rate at which air flows to the test section and to monitor the air pressure inside the plugs. Test equipment shall be assembled as follows:

a) Hose connection
b) Shut-off valve
c) Throttle valve
d) Pressure-reduction valve
e) Gage cock
f) Monitoring pressure gauge

3) Test Procedures:

a) Determine and isolate section of line to be tested
b) Apply air pressure until the pressure inside the pipe reaches 4 psig.
c) Maintain 4 psig for duration of test length and record.

If no decrease for the duration shown in the allowable table, the pipe shall be presumed to be free from problems If any pressure decrease is detected, or pipe breakage, joint leakage or leaking plugs are indicated, an inspection must be made to determine the cause.

The contractor shall make such repairs as may be required to accomplish a successful air test. If repairs are needed an additional thirty (30) day waiting period for final backfill will be required before follow-up deflection and pressure testing (see Section 4 below).

See Section 02533 – Acceptance Testing for Sanitary Sewers. City of Schertz Technical Specifications for a table of time allowed for pressure loss.

4) Deflection by testing

Flexible gravity sewer lines shall be tested for deflections by use of a go-no-go testing mandrel calibrated for five (5%) percent maximum deflection of the inside diameter to the pipe. No deflection testing can occur until a minimum of thirty (30) days after final (density-tested) backfill.

5) Additional Testing and Criteria

See Section 02533 – Acceptance Testing for Sanitary Sewers. City of Schertz Technical Specifications for a table of mandrel sizes, as well as vacuum testing of manhole procedures and requirements for filming of sewer mains. No vacuum testing on manholes or sewer mains shall be performed before final pavement is laid or final backfill and grading is complete. If any additional work is done in the vicinity of the manholes or sewer mains after testing is completed, an additional round of testing may be required at the Developer's expense.

SECTION 6 – WATER REQUIREMENTS

6.1 GENERAL

All subdivisions within the City and its ETJ shall be provided with water supply and water distribution systems constructed in compliance with an approved water system. An Engineering Design Report for the water system will be submitted for review by the City Engineer or his/her designee. The report should contain a map of the area to be served, development LUE count, design flow rates and calculations, available local pressures, and a statement declaring that minimum pressures and flow rates will be provided. If additional storage of pressure will be needed the sizing and design of the pumps and storage facilities will be included in the report.

A) Facilities Required: Every lot in a subdivision shall be provided with an approved supply of water, either by the construction of a supply and distribution system connected to an adequate approved public water system or, if such public source is not available, by construction of a complete water system, including a safe, adequate water source, proper treatment facilities, pumps, storage facilities and distribution system, approved by the TCEQ.

B) The Developer shall dedicate, at his own cost, such right-of-way or easement and construct such water main, water lines, fire hydrants and appurtenance as such size as to adequately serve the area being subdivided as determined by the City or the utility company under whose jurisdiction the subdivision falls.

6.2 MINIMUM WATER STANDARDS

A) FIRE HYDRANTS

1) Hydrant location must follow both of two rules:

a) No structure should be further away than four hundred (400') feet from a fire hydrant as a fire house would lay (or as required by the Fire Marshal)

b) 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 Hydrants branch lines shall connect to an eight (8") -inch water main and in no case be longer than one hundred (100') feet.

3) Any new fire hydrant along a roadway is required to have a hydrant locator Type II blue reflector installed in the roadway or fire lane, perpendicular to the hydrant two (2') feet off centerline.

4) No private fire lines shall exceed one thousand (1000') feet in length without redundant connections to public main and shall meet all the design criteria and construction specifications required within the most current editions of the Technical Specifications Manual, NFPA 24, and the most current, adopted International Fire Code. See additional criteria in Section 6.3.G below.

B) WATER MAINS

1) Design Specifications: The water distribution system design shall include the minimum requirements of the Texas State Fire Insurance commission for residential, mercantile, and industrial areas in addition to the requirements for a peak hour customer demand a determined by the City Engineer or his/her designee.

2) Supply Mains: Supply mains in the distribution system shall be looped and have a minimum size of twelve (12") inches diameter. Supply mains should be located generally where shown on the City of Schertz Water Master Plan but should be sited so the length between cross connecting supply mains does not exceed six thousand (6000') feet.

3) Distribution Mains: Mains shall be looped between supply mains and shall have a minimum of eight (8") inches in diameter. The maximum length between distribution main cross connections shall be the shorter of the two following lengths: three thousand (3,000') feet, or a length that would by fluid friction render the line incapable of producing the flows and pressure set out herein for the type of area to be served considering pressure and flows that exist at the supply main's connections as determined by the City Engineer or his/her designee.

a) Mercantile and Industrial Mains: Mains in all mercantile areas shall be located in rights-of-way or water easements and shall be sized to provide minimum fire flow from any single hydrant of not be less than one thousand five hundred (1,500 gpm) gallons per minute with twenty (20 psi) pounds per square inch residual pressure.

b) Residential Mains: Domestic mains shall be installed in dedicated street right-of-way or water easements and sized so that the minimum fire flow at any single fire hydrant shall not be less than seven hundred fifty (750 gpm) gallons plus two (2 gpm) per minute for every lot in the subdivision with thirty (30 psi) pounds per square inch residual pressure.

4) One LUE (Living Unit Equivalent) produces a water demand of:

1. 2 gpm peak hour flow demand

2. 1 gpm peak day flow demand

3. 300 gpd (0.208 gpm) average daily flow

4. Peak Flow Factor formula:

$PFF = (18+ (0.0144*F)^{0.5}) / (18+ (0.0144*F)^{0.5})$
Where, F = avg flow (gpm) = 70*gpcd*population/1440

5) Connections for combination domestic and fire service lines are not permitted. Separate connections to the main are required for domestic and private fire lines.

6.3 DESIGN CRITERIA

A) Water Mains within the City's Jurisdiction shall be ANSI/AWWA C900 or C905 PVC DR 14 or as allowed in Sections 02511, 02501, 02502, 02506 of the Technical Specifications or other material as approved by the City Engineer or his/her designee.

1) Minimum Working Pressure in any part of the system shall be twenty (20psi) pounds per square inch during fire flow conditions and two thirds (2/3) of the normal water use domestic or commercial. This pressure pertains to the point of delivery of water to the consumer at the house service line, and for residences not exceeding two stories. A minimum working pressure of thirty-five (35) psi should be provided wherever possible.

2) Normal Working Pressure under average conditions of flow should range between thirty-five (35) psi and seventy (70) psi.

3) Maximum Pressures in excess of one hundred (100) psi should be avoided. Anything over 80 psi shall be protected with pressure release valve to be owned and maintained by the homeowner.

4) No Private Water Supply shall be installed in any subdivision in the City limits or City of Schertz service area without City Council approval and a water franchise agreement.

B) The depth of cover of the main shall be not less than forty-eight (48”) inches from the top of pipe. Any mains with less than forty-eight (48”) inches of cover from the top of pipe shall be lowered to meet the minimum depth of cover. Mains within earthen channels shall be protected from scour (a scour analysis may be required).

1) Any new water mains to be placed under a non-residential driveway shall be cased in steel pipe. Exceptions to the requirement for casing will be determined by the City Engineer and will be based on conditions such as depth of planned or existing main, availability of other site access, type of facility accessed by driveway, and other site constraints.

2) Water mains crossing thoroughfare right-of-way (collector class and larger) shall be encased in steel pipe.

3) Utility trench backfill shall be in accordance with Section 02317 – Excavation and Backfill for Utilities of the Technical Specifications. Each lift of backfill shall be tested and pass density requirements prior to the next lift of material being placed.

4) The practices of water jetting or ponding backfill in roadways, drainage right-of-way, driveways, concrete or paved easements are NOT ACCEPTABLE

C) Water Service Lines shall be constructed using an approved double strapped saddle copper service line with suitable brass CC threaded compression gasket and compression stops. Developers will also be required to install the angle stop and meter box before acceptance by the City. Meter boxes are to be as shown in standard details and shall be installed at the finish grade of the property to be served. A blue painted dot on the curb over and "x" etching shall mark location of new meters.

D) AIR RELIEF AND BLOW-OFF VALVES AND DEAD-END MAINS

1) Air relief valves and blow-off valves should not be used except in locations where fire hydrants are not practical or at true dead-end mains. Air relief valves shall be located at high points on the line and blow-off valves shall be placed at low points. Air release valves shall be cast-iron stainless-steel screens and have a two (2") inch operating nut and a PVC plug.

2) No new dead-end mains shall be installed except as temporary stub-outs to future development or along ROWs to undeveloped properties as approved by the City Engineer or his/her designee. No dead-end water main providing domestic service shall be permitted. Looping is required for redundancy and water quality. In no case shall a dead-end main be longer than five hundred (500') feet. No new blow-offs will be accepted except at the end of a temporary dead-end main to be extended with further development. No blow-offs will be allowed at the end of cul-de-sacs. Mains should be looped at the end of the cul-de-sacs through water easements. A reduced main size (less than 8") may be approved if line is only provided to connect the end of a cul-de-sac within a subdivision. Water easements should not cross single family residential lot lines unless approved by the City Engineer or his/her designee.

E) GATE VALVES

1) Location of the valves shall be uniformly located in a standard area such as street curb line extension to facilitate location. A valve box, with its cover at the finish grade, shall always be placed over a buried valve. A sufficient number of valves should be placed in the distribution system so that a short section of main may be repaired or serviced without interruption of service of more than one block. A minimum of three (3) vales shall be used as crosses and two (2) valves at tees. Generally, valves shall be placed along a main at every other fire hydrant or at maximum one thousand (1000') foot spacing. Valves shall also be installed on each side of thoroughfare streets, railroad crossings and drainage channels.

2) Material for gate valve construction shall comply with the current AWWA Standard C-509-80 Resilient Seat Gate Valves Per Technical Specification Section 02521. All valves shall be left open (counterclockwise).

3) A blue painted “V” shall be etched into curb face to mark valves.

4) Operation of Valves: No existing valves in the City’s water distribution system shall be operated by the contractor without prior permission from the Public Works Department. The contractor shall notify the Public Works Department, Engineering Inspector, all affected customers a minimum of two (2) working days or forty-eight (48) hours in advance of any outage. Contractors shall not operate a valve outside the presence of the City’s representative.

F) FIRE HYDRANTS: Five and one fourth (5 ¼”) inch steamer outlet (storz connection), NST and two and a half (2 ½) outlets, NST fire hydrants shall be installed as part of the water distribution system per the City design standards. Fire hydrants shall be installed with a separate gate valve and valve box shall be per Technical Specification Section 02520. Public hydrant bodies to be factory painted red with the bonnets and caps factory painted white. Private hydrants shall be factory painted all red.

G) Private fire lines shall meet the City’s specifications for pipe material and trench backfill.

1) A Double Check Assembly (DCA) if metered, or a Double Check Detector Assembly (DCDA) backflow device if not metered, shall be provided within one hundred (100’) feet of the City’s water main on private fire lines.

2) The DCA or 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.

H) PROTECTION OF WATER MAINS

1) Horizontal Separation: Whenever possible, water mains shall be laid at least nine (9’) feet, radially, from any existing or proposed sewer. Should local conditions prevent a lateral separation of nine (9’) feet, a water main may be laid closer than nine (9’) feet to a sewer if it complies with 30 Texas Administrative Code (TAC) (or TCEQ rules) Chapter 217: Rule 217.53.d.

2) Vertical Separation: Whenever sewers cross under water mains, the water main shall be laid at such an elevation that at the bottom of the water main is a least nine (9') feet above the top of the sewer. The vertical separation shall be maintained for that portion of the water located within ten (10') feet horizontally of any sewer it crosses.

3) Special: When it is impossible to obtain proper horizontal and vertical separation, both the water main and sewer shall be constructed in accordance to 30 TAC Chapter 217: Rule 217.53.d.

4) Relation to Sewer Manholes: No water main shall pass through, or come in contact with, any part of a sewer manhole. All sewer design shall meet 30 TAC Chapter 217: Rule 217.53.d.

5) Cross Connections: There shall be no physical connection between the distribution system and any pipe, pumps, hydrant, or tanks, which are supplied, or may be supplied, with water that is, or maybe, lesser standards or contaminated.

6) Water Mains Near or Crossing Obstructions: Water mains within ten (10') feet of railroad tracks or crossing under railroad tracks shall be Ductile Iron Pipe equipped with restrained clamps or other acceptable provisions to minimize the effect of vibration. For mains crossing under waterways, a valve shall be placed at both ends of such crossing to permit isolation for repair and testing of the section.

7) Sampling taps shall be provided to facilitate sanitary control, typically one (1) per subdivision. These taps shall not be subject to flooding.

I) Disinfection of Water Mains: The mains shall be disinfected in accordance with AWWA Standard for Disinfecting Water Mains – C651, the requirements of the TCEQ, and the City of Schertz Technical Specifications Section 02514 – Disinfection of Water Lines. This applies to newly laid mains or after main system repairs are made.

J) Asbestos Cement (AC) Mains: AC mains shall be replaced with currently acceptable pipe materials a minimum of five (5') feet from the limits of any new taps including fire line, domestic, and irrigation taps. Regardless of where that five (5') foot distance falls, any AC main removal must be done from collar to collar (whole pipe lengths only). AC mains shall also be replaced where any grading work removes any depth of cover from the water main.

6.4 MINIMUM WATER TESTING REQUIREMENTS

Flushing, hydrostatic testing and chlorination of the City water main shall be in accordance with the City of Schertz Technical Specifications Section 02515 – Hydrostatic Testing of Pipelines, current AWWA standards as well as TCEQ rules and regulations.

For all water lines, expel air and apply minimum test pressure of 200 psi for four (4) hours. During the test, pressures shall not vary more than ±5 psi.

SECTION 7 – INSPECTIONS AND TESTING

7.1 LABORATORY TESTING:

A) The sub-divider shall notify the City at least one week prior to the contractor beginning construction. Contractor shall be required to notify the City a minimum of at least forty-eight (48) hours in advance of all testing being performed.

B) All materials to be used in subdivision construction shall be subject to testing if warranted. The preponderance of testing to be performed in subdivisions is directly related to ensure quality of construction. Street construction and a series of laboratory tests normally associated with road and street construction will be required in subdivisions with said tests being performed by an independent testing laboratory using qualified personnel. The design (or consulting) engineer or his designated representative and the City Inspector shall be present at all testing.

Whenever a Developer, contractor or engineer needs an inspection of any street or utility improvement, the City Engineer or his/her designee shall be contacted first a minimum of at least forty-eight (48) hours in advance of the inspection. The design engineer or his designated representative shall be present at all inspections.

Regarding testing of water and sewer lines, all testing will be done according to American Water Works Association (AWWA), ASTM and ASCE Standards.

In addition, the following procedures for testing of these lines will be as follows:

1) No new water lines will be connected directly to an existing City line. A backflow preventer with a hand valve (jumper) shall be used between old and new lines for loading.

2) No new sewer lines will be installed in a manner that would prevent testing of any part of the new line. All new sewer lines will be tested. No connection to or work on the existing system shall begin until testing has been completed satisfactorily and notice has been given to the City.

3) Pre-testing of water and sewer lines will be conducted by contractor prior to calling for an inspection to assure all lines will hold required pressure.

C) With regard to street inspection: Streets shall be checked by contractor, to ensure readiness; prior to calling for an inspection. No streets covered with debris, vehicles or equipment will be inspected.

D) No piecemeal inspection of parts of lines or small sections of streets will be made. However, with regard to subgrade or base inspections, sections of the street can be inspected when needed to protect the subgrade from bad weather or other conditions that may deteriorate the subgrade or base.

E) The City staff, or an authorized inspector, may at the direction of the City, inspect all subdivision site work at any time and any stage. The City shall bear the cost of all inspections and the sub-divider shall bear the cost of all re-inspections. The judgment of the City and/or the City Engineer as to the need for any re-inspections of any part thereof, at any stage, shall be final.

F) Testing will be performed by an approved, independent testing laboratory. The following test schedule will be adhered to:

1) Streets: subgrade moisture, density test at the rate of one per one hundred (100') feet of street.

2) Flexible Base: P.L., L.L., P.I. and gradation of material used; moisture, density test on same spacing as subgrade.

3) Concrete Structures: Concrete cylinders, one/100 cy placed or for each pour is less than 100 cy shall be taken for curbs, drainage structures and sidewalks.

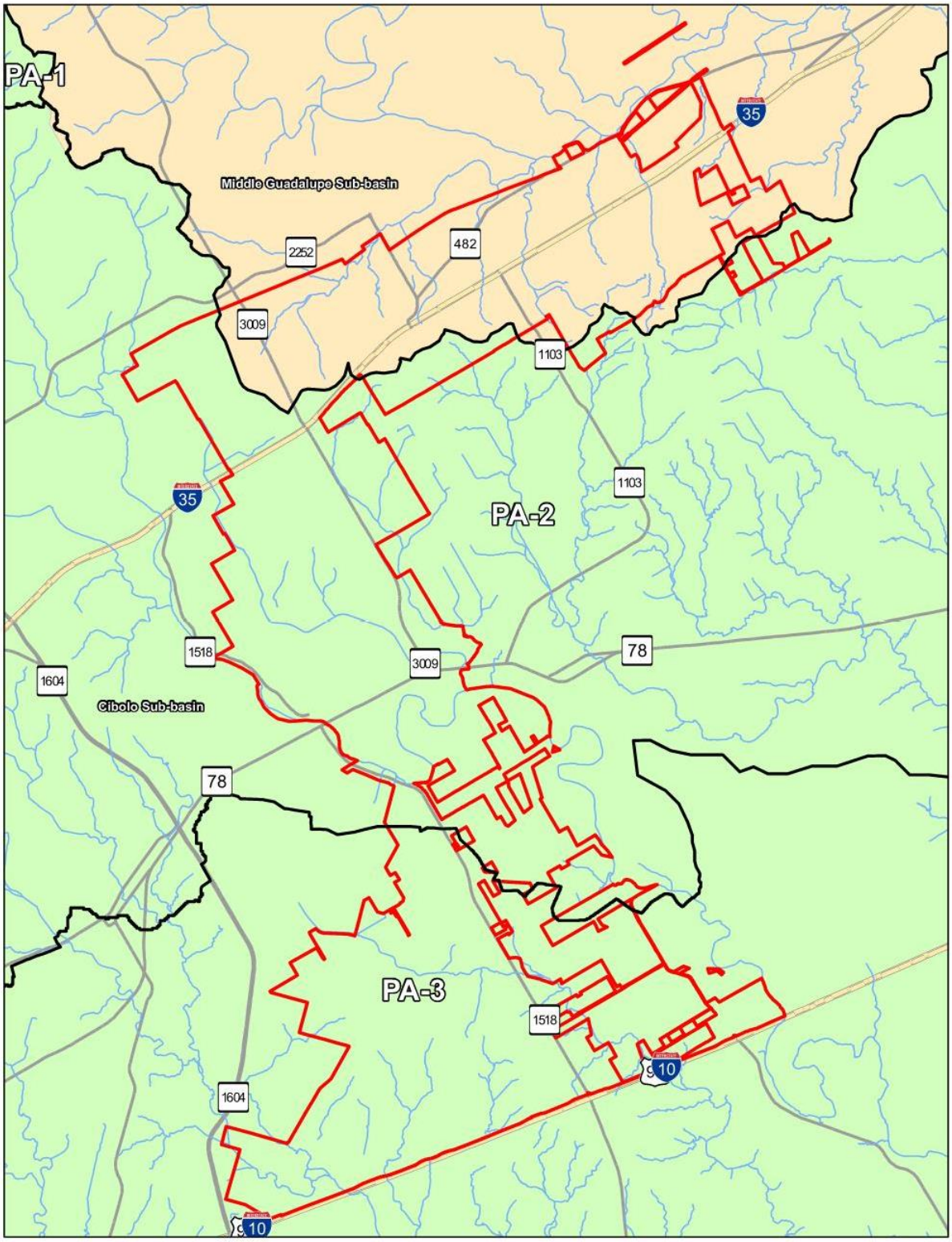
4) All testing is the responsibility of the Developer. Copies of all test results shall be furnished to the City as soon as possible. All results are to be provided before final acceptance of the subdivision by the City.

G) Before acceptance of a subdivision by the City for street or utility work, the consulting engineer responsible for the design of said work shall issue a letter to the City stating that he/she has inspected such improvements and that said improvements were constructed in accordance with the approved construction plans. Submitted along with the letter shall be “As Built” drawings showing the work to be accepted for use by the City as one (1) PDF and one (1) CAD format. These should include final surveyed coordinates and elevations of valves, fire hydrants, storm and sanitary manholes (including rim and inverts), drainage inlets (including flow lines and inverts), junction boxes, stormwater discharge structures and other surface utility features.

H) Guarantee of Material and Workmanship: The Developer shall be responsible for guaranteeing that all materials required under this Code and workmanship in connection with such improvements are free of defects for a period of two (2) years after such acceptance of the improvements by the City. The responsibility for all costs of the in-place improvements shall be borne by the sub-divider, and all criteria of Section 21.4.15 of the Schertz UDC shall be met before acceptance.

Appendix A

Rainfall Data



National Oceanic and Atmospheric Administration Atlas 14
City of Schertz Precipitation Areas

Precipitation Area PA-1

Intensity-Duration-Frequency (IDF) Values for PA-1

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-1									
Minutes	Hours	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
5	0.083	5.34	6.34	7.96	9.31	11.22	12.72	14.26	15.91	18.19	19.99
6	0.100	5.03	5.98	7.53	8.81	10.64	12.06	13.53	15.06	17.14	18.76
7	0.117	4.79	5.70	7.17	8.40	10.16	11.52	12.91	14.36	16.30	17.79
8	0.133	4.58	5.45	6.87	8.05	9.74	11.04	12.37	13.75	15.58	16.99
9	0.150	4.40	5.24	6.61	7.73	9.36	10.60	11.88	13.20	14.95	16.29
10	0.167	4.24	5.05	6.36	7.44	9.00	10.20	11.43	12.69	14.38	15.67
11	0.183	4.09	4.87	6.13	7.17	8.66	9.82	11.00	12.22	13.85	15.10
12	0.200	3.96	4.70	5.92	6.91	8.34	9.46	10.59	11.77	13.35	14.57
13	0.217	3.83	4.54	5.71	6.67	8.03	9.11	10.19	11.33	12.88	14.08
14	0.233	3.70	4.39	5.51	6.43	7.73	8.77	9.81	10.92	12.43	13.61
15	0.250	3.58	4.24	5.32	6.20	7.44	8.44	9.43	10.51	11.99	13.16
16	0.267	3.47	4.10	5.14	5.99	7.18	8.14	9.10	10.14	11.57	12.71
17	0.283	3.36	3.98	4.98	5.80	6.95	7.88	8.80	9.81	11.20	12.31
18	0.300	3.27	3.86	4.84	5.63	6.75	7.64	8.53	9.51	10.86	11.94
19	0.317	3.18	3.76	4.71	5.47	6.56	7.42	8.29	9.24	10.56	11.62
20	0.333	3.10	3.66	4.58	5.33	6.39	7.22	8.07	8.99	10.28	11.32
21	0.350	3.03	3.58	4.47	5.20	6.23	7.04	7.86	8.76	10.03	11.04
22	0.367	2.96	3.50	4.37	5.08	6.08	6.87	7.67	8.56	9.79	10.79
23	0.383	2.90	3.42	4.27	4.96	5.95	6.71	7.50	8.36	9.57	10.55
24	0.400	2.84	3.35	4.18	4.86	5.82	6.57	7.34	8.18	9.37	10.33
25	0.417	2.78	3.28	4.10	4.76	5.70	6.43	7.19	8.01	9.18	10.13
26	0.433	2.73	3.22	4.02	4.67	5.59	6.31	7.04	7.86	9.01	9.93
27	0.450	2.68	3.16	3.94	4.58	5.49	6.18	6.91	7.71	8.84	9.75
28	0.467	2.63	3.10	3.87	4.49	5.39	6.07	6.78	7.57	8.68	9.58
29	0.483	2.58	3.05	3.81	4.42	5.29	5.96	6.66	7.43	8.53	9.42
30	0.500	2.54	3.00	3.74	4.34	5.20	5.86	6.55	7.31	8.39	9.27
31	0.517	2.50	2.95	3.68	4.27	5.11	5.76	6.44	7.19	8.25	9.12
32	0.533	2.46	2.90	3.62	4.20	5.03	5.67	6.33	7.07	8.12	8.98
33	0.550	2.42	2.85	3.56	4.13	4.95	5.58	6.23	6.96	8.00	8.85
34	0.567	2.38	2.81	3.51	4.07	4.88	5.49	6.14	6.86	7.88	8.72
35	0.583	2.34	2.77	3.45	4.01	4.80	5.41	6.05	6.76	7.77	8.60
36	0.600	2.31	2.72	3.40	3.95	4.73	5.33	5.96	6.66	7.66	8.48
37	0.617	2.27	2.68	3.35	3.89	4.66	5.25	5.87	6.56	7.55	8.36
38	0.633	2.24	2.65	3.30	3.83	4.60	5.18	5.79	6.47	7.45	8.25
39	0.650	2.21	2.61	3.25	3.78	4.53	5.11	5.71	6.39	7.35	8.15
40	0.667	2.18	2.57	3.21	3.73	4.47	5.04	5.63	6.30	7.26	8.04
41	0.683	2.15	2.53	3.16	3.68	4.41	4.97	5.56	6.22	7.17	7.94
42	0.700	2.12	2.50	3.12	3.63	4.35	4.90	5.48	6.14	7.08	7.85

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-1									
Minutes	Hours	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
43	0.717	2.09	2.46	3.08	3.58	4.29	4.84	5.41	6.06	6.99	7.75
44	0.733	2.06	2.43	3.04	3.53	4.24	4.78	5.34	5.98	6.90	7.66
45	0.750	2.03	2.40	3.00	3.48	4.18	4.72	5.28	5.91	6.82	7.57
46	0.767	2.00	2.36	2.96	3.44	4.13	4.66	5.21	5.84	6.74	7.48
47	0.783	1.97	2.33	2.92	3.39	4.08	4.60	5.15	5.77	6.66	7.40
48	0.800	1.95	2.30	2.88	3.35	4.02	4.54	5.08	5.70	6.58	7.31
49	0.817	1.92	2.27	2.84	3.31	3.97	4.48	5.02	5.63	6.51	7.23
50	0.833	1.89	2.24	2.80	3.27	3.92	4.43	4.96	5.56	6.43	7.15
51	0.850	1.87	2.21	2.77	3.22	3.88	4.38	4.90	5.50	6.36	7.07
52	0.867	1.84	2.18	2.73	3.18	3.83	4.32	4.84	5.43	6.29	6.99
53	0.883	1.82	2.15	2.70	3.14	3.78	4.27	4.79	5.37	6.22	6.92
54	0.900	1.79	2.12	2.66	3.11	3.73	4.22	4.73	5.31	6.15	6.84
55	0.917	1.77	2.10	2.63	3.07	3.69	4.17	4.68	5.25	6.08	6.77
56	0.933	1.74	2.07	2.59	3.03	3.64	4.12	4.62	5.19	6.02	6.70
57	0.950	1.72	2.04	2.56	2.99	3.60	4.07	4.57	5.13	5.95	6.63
58	0.967	1.70	2.01	2.53	2.95	3.56	4.02	4.51	5.07	5.89	6.56
59	0.983	1.67	1.99	2.49	2.92	3.51	3.98	4.46	5.02	5.82	6.49
60	1.000	1.65	1.96	2.46	2.88	3.47	3.93	4.41	4.96	5.76	6.42
120	2.000	0.99	1.21	1.55	1.85	2.29	2.64	3.03	3.48	4.13	4.67
180	3.000	0.72	0.90	1.16	1.40	1.77	2.07	2.41	2.80	3.37	3.84
240	4.000	0.57	0.72	0.93	1.13	1.44	1.70	2.00	2.33	2.82	3.23
360	6.000	0.41	0.53	0.69	0.85	1.09	1.30	1.54	1.81	2.21	2.55
720	12.000	0.23	0.30	0.40	0.50	0.64	0.77	0.92	1.09	1.35	1.57
1440	24.000	0.13	0.17	0.23	0.29	0.37	0.45	0.54	0.64	0.80	0.93

Design Rainfall Values – PA-1

Depth-Duration-Frequency (DDF) Values for PA-1											
Duration		Atlas 14, Volume 11 Design Storm Depth (inches) by Storm Frequency									
Period	hr	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
5-min:	0.0833	0.45	0.53	0.66	0.78	0.94	1.06	1.19	1.33	1.52	1.67
10-min:	0.1667	0.71	0.84	1.06	1.24	1.50	1.70	1.90	2.12	2.40	2.61
15-min:	0.2500	0.90	1.06	1.33	1.55	1.86	2.11	2.36	2.63	3.00	3.29
30-min:	0.5000	1.27	1.50	1.87	2.17	2.60	2.93	3.27	3.65	4.19	4.63
60-min:	1.0000	1.65	1.96	2.46	2.88	3.47	3.93	4.41	4.96	5.76	6.42
2-hr:	2	1.98	2.42	3.09	3.69	4.57	5.28	6.07	6.96	8.26	9.34
3-hr:	3	2.15	2.69	3.48	4.21	5.30	6.21	7.24	8.40	10.10	11.52
6-hr:	6	2.46	3.16	4.15	5.09	6.54	7.80	9.23	10.86	13.26	15.29
12-hr:	12	2.78	3.62	4.80	5.94	7.70	9.25	11.02	13.10	16.23	18.90
24-hr:	24	3.11	4.10	5.49	6.85	8.93	10.76	12.88	15.34	19.12	22.37
2-day:	48	3.58	4.72	6.36	7.94	10.41	12.37	14.88	17.78	21.92	25.62
3-day:	72	3.90	5.11	6.88	8.58	11.27	13.17	15.92	19.03	23.13	27.00
4-day:	96	4.18	5.44	7.32	9.13	12.02	13.75	16.72	20.04	23.99	28.03
7-day:	168	4.79	6.19	8.23	10.15	13.03	15.44	18.19	21.31	25.99	29.89
10-day:	240	5.24	6.70	8.85	10.84	13.80	16.25	19.02	22.12	26.78	30.61
20-day:	480	6.67	8.33	10.73	12.99	16.24	18.81	21.63	24.68	29.35	32.93
30-day:	720	7.99	9.84	12.39	14.91	18.45	21.14	24.00	27.01	31.79	35.14
45-day:	1080	9.76	11.89	14.44	17.36	21.33	24.20	27.14	30.07	35.25	38.24
60-day:	1440	11.26	13.68	15.97	19.29	23.69	26.74	29.75	32.61	38.45	41.07

Precipitation Area PA-2

Intensity-Duration-Frequency (IDF) Values for PA-2

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-2									
Minutes	Hours	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
5	0.083	5.35	6.34	7.94	9.29	11.14	12.60	14.01	15.56	17.68	19.36
6	0.100	5.04	5.98	7.52	8.80	10.53	11.94	13.30	14.73	16.67	18.16
7	0.117	4.79	5.70	7.17	8.39	10.03	11.40	12.69	14.05	15.85	17.22
8	0.133	4.59	5.45	6.87	8.04	9.61	10.92	12.16	13.45	15.15	16.44
9	0.150	4.41	5.24	6.60	7.73	9.23	10.48	11.68	12.91	14.54	15.76
10	0.167	4.25	5.05	6.36	7.44	8.88	10.08	11.23	12.42	13.98	15.16
11	0.183	4.10	4.87	6.13	7.17	8.56	9.70	10.81	11.95	13.46	14.61
12	0.200	3.97	4.70	5.92	6.91	8.25	9.34	10.41	11.51	12.98	14.10
13	0.217	3.84	4.54	5.71	6.67	7.96	8.99	10.02	11.08	12.52	13.62
14	0.233	3.72	4.39	5.51	6.43	7.67	8.65	9.64	10.67	12.08	13.17
15	0.250	3.61	4.24	5.32	6.20	7.40	8.32	9.27	10.27	11.65	12.73
16	0.267	3.49	4.10	5.14	5.99	7.14	8.03	8.94	9.91	11.24	12.30
17	0.283	3.39	3.98	4.98	5.79	6.91	7.77	8.64	9.58	10.88	11.91
18	0.300	3.29	3.86	4.83	5.62	6.71	7.53	8.38	9.29	10.55	11.55
19	0.317	3.21	3.76	4.69	5.46	6.52	7.32	8.14	9.03	10.26	11.23
20	0.333	3.13	3.66	4.57	5.32	6.35	7.12	7.92	8.78	9.99	10.94
21	0.350	3.05	3.58	4.46	5.19	6.19	6.94	7.72	8.56	9.74	10.68
22	0.367	2.98	3.50	4.35	5.06	6.04	6.78	7.53	8.36	9.51	10.43
23	0.383	2.92	3.42	4.26	4.95	5.91	6.62	7.36	8.17	9.30	10.20
24	0.400	2.86	3.35	4.17	4.84	5.78	6.48	7.20	7.99	9.10	9.99
25	0.417	2.80	3.28	4.08	4.74	5.66	6.34	7.05	7.83	8.92	9.79
26	0.433	2.75	3.22	4.00	4.65	5.55	6.22	6.91	7.67	8.74	9.61
27	0.450	2.70	3.16	3.93	4.56	5.44	6.10	6.78	7.53	8.58	9.43
28	0.467	2.65	3.10	3.85	4.48	5.34	5.99	6.65	7.39	8.43	9.26
29	0.483	2.60	3.05	3.79	4.40	5.25	5.88	6.53	7.26	8.28	9.11
30	0.500	2.56	3.00	3.72	4.32	5.16	5.78	6.42	7.13	8.14	8.96
31	0.517	2.52	2.95	3.66	4.25	5.07	5.68	6.31	7.02	8.01	8.82
32	0.533	2.48	2.90	3.60	4.18	4.99	5.59	6.21	6.90	7.89	8.68
33	0.550	2.44	2.85	3.54	4.11	4.91	5.50	6.11	6.80	7.77	8.55
34	0.567	2.40	2.81	3.49	4.05	4.84	5.42	6.02	6.69	7.65	8.43
35	0.583	2.36	2.77	3.43	3.99	4.76	5.34	5.93	6.59	7.54	8.31
36	0.600	2.33	2.72	3.38	3.93	4.69	5.26	5.84	6.50	7.43	8.20
37	0.617	2.29	2.68	3.33	3.87	4.63	5.18	5.76	6.41	7.33	8.09
38	0.633	2.26	2.64	3.28	3.81	4.56	5.11	5.68	6.32	7.23	7.98
39	0.650	2.22	2.61	3.24	3.76	4.50	5.04	5.60	6.23	7.14	7.88
40	0.667	2.19	2.57	3.19	3.71	4.43	4.97	5.52	6.15	7.04	7.78
41	0.683	2.16	2.53	3.14	3.65	4.37	4.90	5.45	6.07	6.95	7.68
42	0.700	2.13	2.50	3.10	3.60	4.31	4.83	5.38	5.99	6.87	7.58

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-2									
Minutes	Hours	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
43	0.717	2.10	2.46	3.06	3.56	4.26	4.77	5.31	5.91	6.78	7.49
44	0.733	2.07	2.43	3.02	3.51	4.20	4.71	5.24	5.84	6.70	7.40
45	0.750	2.04	2.40	2.98	3.46	4.15	4.65	5.17	5.77	6.62	7.32
46	0.767	2.01	2.36	2.94	3.42	4.09	4.59	5.11	5.70	6.54	7.23
47	0.783	1.98	2.33	2.90	3.37	4.04	4.53	5.04	5.63	6.46	7.15
48	0.800	1.95	2.30	2.86	3.33	3.99	4.48	4.98	5.56	6.39	7.07
49	0.817	1.93	2.27	2.82	3.29	3.94	4.42	4.92	5.49	6.31	6.99
50	0.833	1.90	2.24	2.79	3.24	3.89	4.37	4.86	5.43	6.24	6.91
51	0.850	1.87	2.21	2.75	3.20	3.84	4.31	4.80	5.36	6.17	6.83
52	0.867	1.85	2.18	2.72	3.16	3.79	4.26	4.75	5.30	6.10	6.76
53	0.883	1.82	2.15	2.68	3.12	3.75	4.21	4.69	5.24	6.03	6.69
54	0.900	1.80	2.12	2.65	3.08	3.70	4.16	4.64	5.18	5.97	6.61
55	0.917	1.77	2.09	2.61	3.05	3.66	4.11	4.58	5.12	5.90	6.54
56	0.933	1.75	2.06	2.58	3.01	3.61	4.06	4.53	5.06	5.84	6.47
57	0.950	1.72	2.04	2.55	2.97	3.57	4.01	4.48	5.01	5.77	6.41
58	0.967	1.70	2.01	2.51	2.93	3.53	3.96	4.42	4.95	5.71	6.34
59	0.983	1.67	1.98	2.48	2.90	3.48	3.92	4.37	4.90	5.65	6.27
60	1.000	1.65	1.96	2.45	2.86	3.44	3.87	4.32	4.84	5.59	6.21
120	2.000	0.99	1.21	1.54	1.84	2.26	2.60	2.98	3.40	4.02	4.53
180	3.000	0.71	0.89	1.15	1.39	1.75	2.04	2.37	2.74	3.28	3.73
240	4.000	0.56	0.71	0.93	1.13	1.42	1.67	1.96	2.28	2.75	3.14
360	6.000	0.41	0.52	0.69	0.84	1.07	1.28	1.51	1.77	2.15	2.47
720	12.000	0.23	0.30	0.40	0.49	0.63	0.76	0.90	1.06	1.31	1.52
1440	24.000	0.13	0.17	0.23	0.28	0.36	0.44	0.52	0.62	0.77	0.90

Design Rainfall Values – PA-2

Depth-Duration-Frequency (DDF) Values for PA-2											
Duration		Atlas 14, Volume 11 Design Storm Depth (inches) by Storm Frequency									
Period	hr	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
5-min:	0.0833	0.45	0.53	0.66	0.77	0.93	1.05	1.17	1.30	1.47	1.61
10-min:	0.1667	0.71	0.84	1.06	1.24	1.48	1.68	1.87	2.07	2.33	2.53
15-min:	0.2500	0.90	1.06	1.33	1.55	1.85	2.08	2.32	2.57	2.91	3.18
30-min:	0.5000	1.28	1.50	1.86	2.16	2.58	2.89	3.21	3.57	4.07	4.48
60-min:	1.0000	1.65	1.96	2.45	2.86	3.44	3.87	4.32	4.84	5.59	6.21
2-hr:	2	1.97	2.41	3.08	3.67	4.52	5.20	5.95	6.80	8.03	9.06
3-hr:	3	2.14	2.67	3.46	4.18	5.24	6.12	7.10	8.21	9.84	11.20
6-hr:	6	2.44	3.13	4.11	5.05	6.45	7.66	9.04	10.59	12.90	14.84
12-hr:	12	2.76	3.58	4.75	5.87	7.58	9.06	10.76	12.74	15.73	18.27
24-hr:	24	3.10	4.04	5.44	6.76	8.74	10.45	12.47	14.85	18.45	21.51
2-day:	48	3.53	4.65	6.23	7.73	10.06	12.13	14.27	17.00	21.09	24.55
3-day:	72	3.83	5.03	6.75	8.35	10.85	13.09	15.12	18.03	22.34	25.97
4-day:	96	4.10	5.37	7.20	8.87	11.52	13.93	15.73	18.83	23.37	27.16
7-day:	168	4.72	6.08	8.04	9.87	12.58	14.86	17.39	20.28	24.56	28.16
10-day:	240	5.17	6.58	8.64	10.55	13.34	15.68	18.21	21.11	25.35	28.93
20-day:	480	6.58	8.18	10.48	12.65	15.73	18.24	20.82	23.71	27.84	31.39
30-day:	720	7.88	9.67	12.09	14.52	17.89	20.56	23.20	26.09	30.09	33.74
45-day:	1080	9.61	11.69	14.07	16.90	20.70	23.62	26.33	29.22	33.04	37.06
60-day:	1440	11.07	13.44	15.53	18.75	22.99	26.16	28.94	31.83	35.48	40.11

Precipitation Area PA-3

Intensity-Duration-Frequency (IDF) Values for PA-3

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-3									
Minutes	Hours	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
5	0.083	5.34	6.30	7.88	9.20	11.00	12.36	13.79	15.24	17.20	18.71
6	0.100	5.03	5.95	7.45	8.73	10.43	11.75	13.08	14.43	16.21	17.56
7	0.117	4.78	5.66	7.11	8.33	9.95	11.24	12.49	13.76	15.41	16.65
8	0.133	4.58	5.42	6.81	7.98	9.54	10.78	11.97	13.17	14.74	15.90
9	0.150	4.40	5.21	6.54	7.67	9.17	10.35	11.49	12.65	14.14	15.24
10	0.167	4.24	5.02	6.30	7.38	8.82	9.96	11.05	12.16	13.60	14.66
11	0.183	4.10	4.85	6.08	7.11	8.50	9.58	10.64	11.70	13.10	14.13
12	0.200	3.97	4.68	5.86	6.85	8.19	9.22	10.24	11.27	12.62	13.63
13	0.217	3.84	4.53	5.66	6.60	7.89	8.87	9.85	10.85	12.17	13.17
14	0.233	3.73	4.38	5.47	6.36	7.60	8.53	9.48	10.45	11.74	12.73
15	0.250	3.62	4.24	5.28	6.12	7.32	8.20	9.12	10.06	11.33	12.31
16	0.267	3.50	4.10	5.10	5.91	7.07	7.91	8.79	9.70	10.93	11.88
17	0.283	3.39	3.97	4.94	5.72	6.84	7.66	8.50	9.38	10.58	11.50
18	0.300	3.30	3.86	4.80	5.55	6.63	7.42	8.24	9.10	10.26	11.16
19	0.317	3.21	3.75	4.66	5.40	6.45	7.21	8.00	8.84	9.97	10.85
20	0.333	3.13	3.66	4.54	5.26	6.28	7.02	7.79	8.60	9.71	10.57
21	0.350	3.06	3.57	4.43	5.13	6.12	6.84	7.59	8.38	9.46	10.31
22	0.367	2.99	3.49	4.33	5.01	5.98	6.68	7.41	8.18	9.24	10.07
23	0.383	2.92	3.41	4.23	4.90	5.84	6.53	7.24	8.00	9.04	9.85
24	0.400	2.86	3.34	4.14	4.79	5.72	6.39	7.08	7.82	8.84	9.65
25	0.417	2.81	3.27	4.06	4.70	5.60	6.26	6.93	7.66	8.66	9.45
26	0.433	2.75	3.21	3.98	4.60	5.49	6.13	6.80	7.51	8.50	9.27
27	0.450	2.70	3.15	3.90	4.52	5.38	6.02	6.66	7.37	8.34	9.10
28	0.467	2.65	3.09	3.83	4.43	5.28	5.91	6.54	7.23	8.19	8.94
29	0.483	2.60	3.04	3.76	4.35	5.19	5.80	6.42	7.10	8.04	8.79
30	0.500	2.56	2.98	3.70	4.28	5.10	5.70	6.31	6.98	7.91	8.65
31	0.517	2.52	2.93	3.64	4.21	5.01	5.60	6.21	6.87	7.78	8.51
32	0.533	2.48	2.89	3.58	4.14	4.93	5.51	6.11	6.76	7.66	8.38
33	0.550	2.44	2.84	3.52	4.07	4.85	5.43	6.01	6.65	7.54	8.25
34	0.567	2.40	2.79	3.47	4.01	4.78	5.34	5.92	6.55	7.43	8.13
35	0.583	2.36	2.75	3.41	3.95	4.71	5.26	5.83	6.45	7.32	8.02
36	0.600	2.32	2.71	3.36	3.89	4.64	5.18	5.74	6.36	7.22	7.91
37	0.617	2.29	2.67	3.31	3.83	4.57	5.11	5.66	6.27	7.12	7.80
38	0.633	2.25	2.63	3.26	3.78	4.50	5.04	5.58	6.18	7.02	7.70
39	0.650	2.22	2.59	3.22	3.72	4.44	4.97	5.50	6.10	6.93	7.60
40	0.667	2.19	2.55	3.17	3.67	4.38	4.90	5.43	6.01	6.84	7.50
41	0.683	2.16	2.52	3.13	3.62	4.32	4.83	5.35	5.93	6.75	7.41
42	0.700	2.12	2.48	3.08	3.57	4.26	4.77	5.28	5.86	6.66	7.31

Time		Atlas 14 Rainfall Intensity (inches/hour) by Storm Frequency PA-3									
Minutes	Hours	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
43	0.717	2.09	2.45	3.04	3.52	4.20	4.70	5.21	5.78	6.58	7.23
44	0.733	2.06	2.41	3.00	3.48	4.15	4.64	5.15	5.71	6.50	7.14
45	0.750	2.03	2.38	2.96	3.43	4.09	4.58	5.08	5.64	6.42	7.06
46	0.767	2.00	2.35	2.92	3.39	4.04	4.52	5.02	5.57	6.35	6.97
47	0.783	1.98	2.32	2.88	3.34	3.99	4.47	4.96	5.50	6.27	6.89
48	0.800	1.95	2.28	2.84	3.30	3.94	4.41	4.89	5.43	6.20	6.81
49	0.817	1.92	2.25	2.81	3.26	3.89	4.36	4.83	5.37	6.13	6.74
50	0.833	1.89	2.22	2.77	3.21	3.84	4.30	4.78	5.31	6.06	6.66
51	0.850	1.87	2.19	2.73	3.17	3.79	4.25	4.72	5.24	5.99	6.59
52	0.867	1.84	2.16	2.70	3.13	3.74	4.20	4.66	5.18	5.92	6.52
53	0.883	1.81	2.13	2.66	3.09	3.70	4.15	4.61	5.12	5.85	6.44
54	0.900	1.79	2.11	2.63	3.05	3.65	4.10	4.55	5.06	5.79	6.37
55	0.917	1.76	2.08	2.59	3.02	3.61	4.05	4.50	5.00	5.72	6.31
56	0.933	1.74	2.05	2.56	2.98	3.56	4.00	4.45	4.95	5.66	6.24
57	0.950	1.71	2.02	2.53	2.94	3.52	3.95	4.39	4.89	5.60	6.17
58	0.967	1.69	1.99	2.49	2.90	3.47	3.90	4.34	4.84	5.54	6.11
59	0.983	1.66	1.97	2.46	2.87	3.43	3.86	4.29	4.78	5.48	6.04
60	1.000	1.64	1.94	2.43	2.83	3.39	3.81	4.24	4.73	5.42	5.98
120	2.000	0.98	1.19	1.52	1.81	2.22	2.55	2.90	3.30	3.88	4.35
180	3.000	0.71	0.88	1.14	1.37	1.71	1.99	2.30	2.65	3.15	3.57
240	4.000	0.56	0.70	0.91	1.11	1.39	1.63	1.90	2.20	2.64	3.00
360	6.000	0.40	0.51	0.67	0.82	1.05	1.24	1.46	1.70	2.06	2.36
720	12.000	0.23	0.29	0.39	0.48	0.61	0.73	0.86	1.02	1.25	1.45
1440	24.000	0.13	0.17	0.22	0.27	0.35	0.42	0.50	0.59	0.73	0.85

Design Rainfall Values – PA-3

Depth-Duration-Frequency (DDF) Values for PA-3											
Duration		Atlas 14, Volume 11 Design Storm Depth (inches) by Storm Frequency									
Period	hr	1-year	2-year	5-year	10-year	25-year	50-year	100-year	200-year	500-year	1000-year
5-min:	0.0833	0.45	0.53	0.66	0.77	0.92	1.03	1.15	1.27	1.43	1.56
10-min:	0.1667	0.71	0.84	1.05	1.23	1.47	1.66	1.84	2.03	2.27	2.44
15-min:	0.2500	0.90	1.06	1.32	1.53	1.83	2.05	2.28	2.51	2.83	3.08
30-min:	0.5000	1.28	1.49	1.85	2.14	2.55	2.85	3.16	3.49	3.96	4.32
60-min:	1.0000	1.64	1.94	2.43	2.83	3.39	3.81	4.24	4.73	5.42	5.98
2-hr:	2	1.96	2.38	3.04	3.62	4.44	5.10	5.81	6.60	7.75	8.70
3-hr:	3	2.12	2.64	3.43	4.11	5.14	5.98	6.91	7.95	9.46	10.72
6-hr:	6	2.42	3.08	4.05	4.95	6.31	7.45	8.74	10.20	12.36	14.17
12-hr:	12	2.73	3.53	4.66	5.73	7.36	8.76	10.36	12.22	14.99	17.36
24-hr:	24	3.07	3.96	5.31	6.56	8.46	10.06	12.00	14.20	17.51	20.35
2-day:	48	3.49	4.55	6.06	7.49	9.69	11.62	13.60	16.15	19.95	23.18
3-day:	72	3.77	4.91	6.55	8.07	10.42	12.51	14.37	17.07	21.09	24.46
4-day:	96	4.02	5.23	6.97	8.55	11.03	13.29	14.90	17.77	21.99	25.52
7-day:	168	4.67	5.96	7.85	9.57	12.13	14.25	16.60	19.27	23.24	26.52
10-day:	240	5.12	6.46	8.44	10.23	12.88	15.04	17.42	20.08	24.05	27.29
20-day:	480	6.53	8.07	10.25	12.29	15.22	17.53	19.98	22.64	26.69	29.75
30-day:	720	7.83	9.55	11.84	14.11	17.33	19.78	22.30	24.97	29.21	32.10
45-day:	1080	9.56	11.57	13.78	16.42	20.07	22.73	25.36	28.03	32.77	35.42
60-day:	1440	11.02	13.33	15.21	18.20	22.29	25.17	27.90	30.57	36.08	38.47

PUBLIC WORKS DESIGN GUIDE UPDATE

City Council Public Hearing, November 12, 2024

Kathryn Woodlee | City Engineer

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PUBLIC WORKS SPECIFICATIONS MANUAL

Specifications Manual is made up of several documents:

- Public Works Design Guide
  - Establishes standard principles, criteria, and practices for the design of infrastructure and to protect and preserve the public welfare
- Technical Specifications
  - Identify the specific material and workmanship requirements of public infrastructure construction project
- Standard Construction Details
  - Detail (typically graphically) particular installation elements of construction of public infrastructure

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PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

- First update since 2016
- Clean up of typos, inconsistencies
- Clarification of vague guidance
- Establishment of increased standards for higher quality, more sustainable infrastructure

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PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 1 - GENERAL

- 1.1 Clarified applicability of design standards to public and private development

SECTION 2 – REQUIRED SUBMISSION OF PLANS

- Minor updates regarding submittals and plan preparation

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PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 3 – STREET REQUIREMENTS

- Pavement Design
  - Increased design parameters for increased strength of pavement and addressed treatment of subgrade for street longevity
- Streets Layout
  - Made modifications to align with previously updated standard details, policies, and other documents, and with updated state statutes
- Minimum Testing Requirements
  - Increased required testing frequency for roadway construction

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PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 4 – STORM DRAINAGE REQUIREMENTS

- Clarified design frequency requirements and added control of 2-year event
- Adopted NOAA Atlas 14 Rainfall Data
- Increased minimum side slopes and other design parameters for enhanced safety and ease of maintenance
- Established more conservative calculation criteria
- Added explicit requirement for post-development discharge to mimic pre-development flow characteristics

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PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 5 – SANITARY SEWER REQUIREMENTS

- Modified to align with previously updated and enforced standard construction details and practices

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PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 6 – WATER REQUIREMENTS

- Modified requirements to enhance redundancy and reliability of the City's water distribution system
- Added prohibitions of service connections that regularly cause issues of water quality or increased maintenance needs

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PUBLIC WORKS DESIGN GUIDE 2024 UPDATE

SECTION 7 – INSPECTIONS, TESTING, AND CHARGES

- Increased testing frequency for street subgrade and base
- Updated infrastructure acceptance submittal requirements
- Brought into alignment with UDC by citing two-year warranty period for public improvements

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PUBLIC WORKS DESIGN GUIDE UPDATE 2024

IMPLEMENTATION:

- Updated Design Guide Effective immediately upon adoption
- Grace period for projects already in process: Project for which Preliminary Plat is submitted before January 1, 2025, may be designed using previous design standards

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COMMENTS AND QUESTIONS

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Agenda No. 15.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Parks, Recreation & Community Servic**
Subject:	**Workshop Discussion on Future Special Events and Event Offerings such as Alcoholic Beverages. (S.Gonzalez/L.Shrum)**

BACKGROUND

Discussion on the sale of alcoholic beverages at special events.

Discussion on future special events planned in the absence of Movin on Main - Spring Farmer's Markets, and Kid's Power Wheels Race,

Attachments

Special Events Workshop 2024

SPECIAL EVENTS WORKSHOP

Schertz Parks, Recreation, and Community Services

City Council Meeting, November 12, 2024

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AGENDA

History of Alcohol at Events

Potential for Future Events

New Events for 2025

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HISTORY OF ALCOHOL SALES AT EVENTS

Jubilee

2017 – 2018: HEB was the licensed seller

2019: HEB declined to participate; explored options with local bar owner but he declined as well

2020: Event cancelled due to COVID

2021 – 2023: BYOB

- People are allowed to bring their own alcohol into the parks (no glass containers)
- Shift from “party atmosphere” to “family atmosphere”

2024: Sip It Drink Truck

- Frozen daiquiris, margaritas, and non-alcoholic options in slushes, lemonade and snow cones

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HISTORY (CONT.)

Holidazzle

2021: Tap Truck elected to participate

2022: Has been invited back but declined based on sales

Adult Social Leagues

2021: Tap Truck at Cornhole League

- $400 minimum in 2022

2022+: Changed to BYOB

- Teams prefer this since it is cheaper

Music & Movies in the Park

Date Night: Freetail Brewing provided free samples

Schertz 60th Anniversary

2018 - Hired Catering Company with TABC

License to serve beer and mixed drinks

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POTENTIAL FUTURE EVENTS

Parks Master Plan Survey:

- The #2 program listed in Parks Survey was Art/Music/Food Festivals (40% of respondents)

Once Main Street Renovation is Complete

- Some kind of Beer/Wine/Music/Arts Festival on Main Street
  - Similar to Saengerfest in New Braunfels
  - Need to find our unique “element”
  - Schertz Bier & Bites Fest, Main Street Sip & Savor, Schertz Vine & Dine

Considerations

- TABC Requirements
- Liability (Water Stations, First Aid, RideShare promotion, etc.)
- Increased PD presence, increased staff time

WHEN ALCOHOL IS NOT A FIT

Health and Wellness events

- Events like Movin on Main are focused on health, wellness, and fitness

Events of short duration

- Not enough time for a business to sell enough to profit

Events focused solely on children

- Glow Party, Color Wars, Nerf War, etc.

Youth Sports events

- Ordinance already prohibits alcohol at youth ballfields
- Behavior issues would be amplified

NEW EVENTS

Additional Programming due to the hiatus of "Movin on Main" with the Main Street renovation taking place.

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Farmers Market

Parks Survey:

- Highest rated program that citizens would like to see (48% of respondants)

Logistics

- Pickrell Park
- 1st Saturday of the Month
  April-June, Sep-Nov

Power Wheels Race

Logistics:

- Community Circle Drive Parking Lot (By Dog Park)
- April 13th- Afternoon

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AQUATIC EVENTS

Replace National Watermelon Day with a Cardboard Boat Regatta

- Have hosted National Watermelon Day for 6+ Years
- Try something new and exciting

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COMMENTS & QUESTIONS

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Agenda No. 16.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**November 12, 2024**
Department:	**Public Works**
Subject:	**Workshop Regarding TCEQ Lead And Copper Rule Revisions (B.James/N.Ferris/Z.Eaton)**

BACKGROUND

Workshop presentation by City Staff outlining the Texas Commission on Environmental Quality (TCEQ) Lead and Copper Rule Revisions (LCRR). The presentation will provide background of the LCRR and give an update on Lead Service Line Inventory (LSLI) process.

Attachments

LCRR Notification Template

LCRR Presentation 2024

IMPORTANT INFORMATION ABOUT YOUR WATER SERVICE LINE

PWS ID: TX_____ PWS Name: _____Date: _____

After completing an inventory of our water service lines, we have determined that your water service line material is _____. See definitions below.

- **Lead** – a portion of or the entire service line is made from lead. People living in homes with a lead service line may have an increased risk of exposure to lead from their drinking water.
- **Galvanized Requiring Replacement** – a portion of or the entire service line is made from galvanized material and may have absorbed lead from upstream lead lines. People living in homes with a galvanized service line that has absorbed lead may have an increased risk of exposure to lead from their drinking water.
- **Unknown (may contain lead)** – a portion of or the entire service line material is unknown and may be lead or galvanized requiring replacement.

If you believe your service line has been incorrectly categorized, please contact us using the phone number or email provided at the end of this notice. You may dispute the current classification and provide details to update the categorization of the service line.

Health effects of Lead

Exposure to lead can cause serious health effects in all age groups. Infants and children can have decreases in IQ and attention span. Lead exposure can lead to new learning and behavior problems or exacerbate existing learning and behavior problems. The children of women who are exposed to lead before or during pregnancy can have increased risk of these adverse health effects. Adults can have increased risks of heart disease, high blood pressure, kidney, or nervous system problems.

Steps You Can Take to Reduce Your Exposure to Lead in Your Water

Below are recommended actions that you may take, separately or in combination, if you are concerned about lead in your drinking water. The list also includes where you may find more information and is not intended to be a complete list or to imply that all actions equally reduce lead from drinking water.

- **Use your filter properly.** Using a filter can reduce lead in drinking water. If you use a filter, it should be certified to remove lead. Read any directions provided with the filter to learn how to properly install, maintain, and use your cartridge and when to replace it. Using the cartridge after it has expired can make it less effective at removing lead. Do not run hot water through the filter. For more information, use the QR codes for EPA's (QR-1) tool to identify certified filters, and (QR-2) fact sheet on home filtration.

QR-1 **QR-2**

- **Clean your aerator.** Regularly remove and clean your faucet's screen (also known as an aerator). Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.
- **Use cold water.** Do not use hot water from the tap for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.
- **Run your water.** The more time water has been sitting in your home's pipes, the more lead it may contain. Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes. The amount of time to run the water will depend on whether your home has a lead service line, the length and diameter of the service line and the amount of plumbing in your home.

Replacing Lead Service Lines

If you have replaced, or plan to replace, a section of a Lead service line from the meter to your property, we ask you to let us know as soon as you can using the contact information provided below. We are required to replace our section of the service line from the meter to the water main.

For information about potential financing solutions to assist property owners with replacement of lead service lines, please contact us.

Contact Information

Public Water System (PWS) Contact: _____

Phone Number: _____ Email: _____

TCEQ Lead & Copper Rule Revisions Workshop Presentation

Zach Eaton | Water Dept. Superintendent | Public Works

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Background Information

- In 2021, the EPA announced the Lead and Copper Rule Revisions (LCRR) in an effort to lower the lead and copper levels in drinking water nation-wide. The goal of this revision is to remove 100% of lead service lines. On Oct. 8th, 2024, the EPA announced the final Lead and Copper Rule Improvements (LCRI).
- The LCRR requires public water systems to submit a Lead Service Line Inventory (LSLI) by Oct. 16th, 2024, and provide notification to customers with lead, galvanized requiring replacement or unknown service lines within 30 days of the LSLI submission.

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Current Status of Schertz LCRR Compliance

- An inventory of all 16,201 current service lines was submitted to TCEQ by the Oct. 16th deadline.
- 15,194 were verified and the remaining 1,007 service lines are classified as unknown or galvanized requiring replacement (GRR).
- The remaining service lines continue to be verified by the Water Department.
- Within 30 days of submission, any unknown, lead or GRR service line must have notification mailed to the owner with an annual recurring notice until the service line is verified or replaced.

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Next Steps for Schertz LCRR Compliance

- A notification will be mailed by the Schertz Water Dept beginning the week of Nov. 11th, 2024, for every required service line. Deadline for delivery is no later than Thursday, Nov. 14th, 2024.
- Approximately 600 notices will be sent for service lines that are still classified as unknown (approximately 300) or galvanized requiring replacement (GRR) (approximately 300). The approximately 300 remaining service lines continue to be verified by the Water Department.
- As the remaining service lines are verified and/or replaced, they will be removed from the annual notification list.

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TCEQ LCRR Notification Template

IMPORTANT INFORMATION ABOUT YOUR WATER SERVICE LINE

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QR-1 QR-2

Lead Service Line Public Notice Template (Updated 8-27-2024)

- **Clean your aerator.** Regularly remove and clean your faucet's screen (also known as an aerator). Sediment, debris, and lead particles can collect in your aerator. If lead particles are caught in the aerator, lead can get into your water.
- **Use cold water.** Do not use hot water from the tap for drinking, cooking, or making baby formula as lead dissolves more easily into hot water. Boiling water does not remove lead from water.
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For information about potential financing solutions to assist property owners with replacement of lead service lines, please contact us.

Contact Information

Public Water System (PWS) Contact: _____

Phone Number: _____Email: _____

Contact Info:

LCRR@Schertz.com

210.619.1800

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EPA LCRI Information Links

TCEQ LCRR Information

EPA LCRR Fact Sheet

EPA LCRI Fact Sheet

EPA Notification Fact Sheet

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COMMENTS AND QUESTIONS

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Agenda No. 19.

CITY COUNCIL MEMORANDUM

City Council Meeting: **November 12, 2024**
Department: **Executive Team**
Subject: **Update on the Beck Landfill Permit Application (S.Williams/B.James)**

BACKGROUND

The Beck Landfill, located at 600 FM 78 submitted an application with TCEQ for an expansion of the facility. The facility only accepts construction and demolition related debris. The expansion involves an increase in the allowed height, not the acreage or footprint of the facility. Staff provided a written update to City Council with the August 9, 2022 City Council packet. As part of the next step in the TCEQ permitting process, letters were recently sent to nearby property owners as per the attachment.

Attachments

August 9 2022 Beck TCEQ Permit Update
2024 TCEQ Beck Landfill letter

Agenda No. 15.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**August 9, 2022**
Department:	**Executive Team**
Subject:	**Update on the Beck Landfill Permit Application**

BACKGROUND

The Beck Landfill, located at 600 FM 78 is submitting an application with TCEQ for an expansion of the facility. The facility only accepts construction and demolition related debris. The expansion involves the increase in the allowed height, not the acreage or footprint of the facility.

Attachments

Beck Landfill Information

GENERAL INFORMATION

Beck Landfill Permit Amendment

- Beck has been locally owned by the same family since the late 70's.
- Beck Landfill employs 30+ full-time workers in Schertz.
- The landfill has an exemplary environmental record and has the highest compliance rating issued by the TCEQ.
- The landfill accepts only construction and demolition related debris. Household and commercial Type I, or hazardous waste is not accepted.
- Beck diverts and recycles approximately 9,000 tons of wood waste per year.
- The amendment will not increase the acreage (footprint) of the landfill. It will only increase the height over the area that has already been developed.
- The amendment has been designed to adhere to RAFB criteria and does not interfere with their flight path requirements.
- Beck has submitted the FAA coordination letter and is expecting an approval response soon.
- Access will continue to be on FM 78. There will be no expected increase in traffic beyond current levels.
- The amendment will allow the facility to continue providing local and competitive disposal capacity for the area. This will economically benefit the city for future growth.

GATED LANDFILL ENTRANCE
29.553124°, -98.267538°
TENANT CONCRETE PLANT
LANDFILL
29.546786°, -98.263543°
Cibolo Creek
GUADALUPE
BEXAR
LEE RD (ASPHALT)
SCHERTZ PARKWAY (ASPHALT)
STERLING (ASPHALT)
JOHN E PETERSON BLVD (ASPHALT)
CANDLELIGHT AVE (ASPHALT)
FM 1518 (ASPHALT)
PAPE DR (ASPHALT)
218
NIDO, LTD.
BECK LANDFILL
FIGURE 2-1:
GENERAL LOCATION MAP
SCHERTZ, GUADALUPE COUNTY, TEXAS
Legend
Landfill Boundary
Stream
County Boundary
SELMA
SCHERTZ
CIBOLO
KITTY HAWK RD
FACILITY LOCATION
SAN ANTONIO
0
0.25
0.5
Miles
POWER ENGINEERS
Date: 4/28/2022
Path: aeth1:\Beck\GIS\150051 Landfill GIS_Maps_TypeIV_Landfill

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED
PROFESSIONAL ENGINEER
5-6-22

REFERENCE

TOPOGRAPHIC INFORMATION FROM AERIAL SURVEY BY FIRMATEK: (SEPTEMBER 15, 2021) AUGMENTED WITH A PORTION OF THE EXISTING GROUND SURFACE PREPARED BY CEC.

NOTES

1. ALL AREAS WITHIN THE LANDFILL FOOTPRINT THAT DO NOT HAVE FINAL COVER MAY BE USED FOR SOIL STOCKPILES, BRUSH STORAGE AND GRINDING, OR VEHICLE PARKING AND MAINTENANCE.
2. ALL MONITOR WELLS AND GAS PROBES HAVE BEEN PREVIOUSLY INSTALLED.
3. INTERIOR ACCESS AND PERIMETER ROADS SHALL BE SURFACED WITH CRUSHED STONE, GRAVEL, RECYCLED CONCRETE, OR EQUIVALENT ALL-WEATHER SURFACE.
4. SITE PERIMETER FENCING OR NATURAL BARRIERS WILL BE USED ALONG THE ENTIRE PERMIT BOUNDARY.
5. SOLID WASTE STORAGE AND PROCESSING AREAS WILL BE PLACED OUTSIDE OF THE 100-YEAR FLOODPLAIN OR WILL BE PROTECTED WITH A LEVEE THAT EXTENDS A MINIMUM OF ONE FOOT ABOVE THE FLOODPLAIN ELEVATION.
6. THERE ARE NO NATURAL WINDBREAKS, SUCH AS GREENBELTS, OR SCREENING PROPOSED FOR THE FACILITY.

LEGEND

- EXISTING MONITOR WELL
- EXISTING GAS PROBE
- LANDFILL PERMIT BOUNDARY
- LANDFILL FOOTPRINT BOUNDARY
- LANDFILL CONTOURS ARE TOP OF FINAL COVER. CONSTRUCT FINAL LAND FILL COVER: ±155 ACRES

Civil & Environmental Consultants, Inc.
3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746
Ph: 512.439.0400 · Fax: 512.329.0096
www.cecinc.com
Texas Registered Engineering Firm F-38

NIDO, LTD
BECK LANDFILL
BEXAR COUNTY, TEXAS

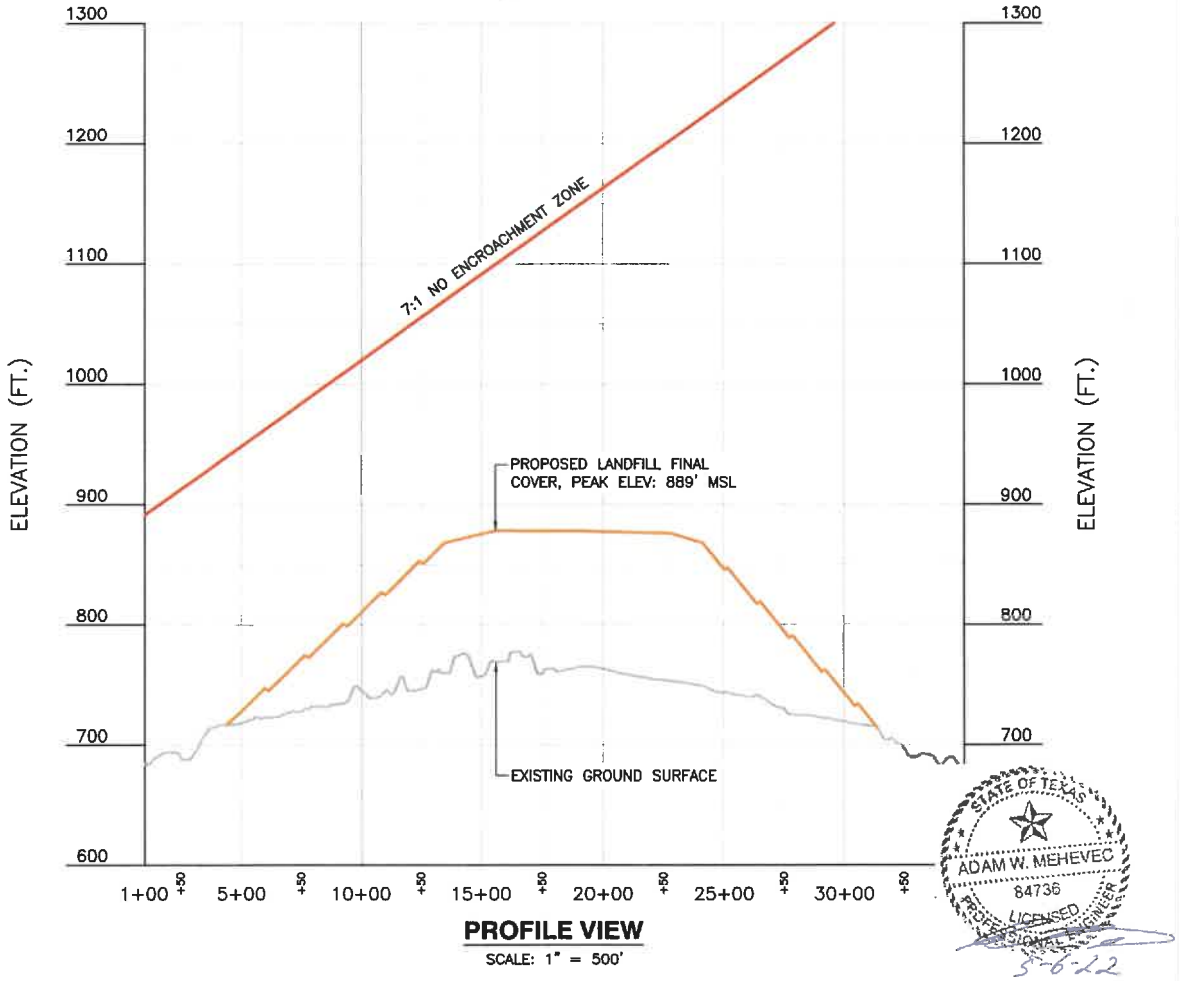
SITE LAYOUT PLAN

DRAWN BY:	MFV	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	FIGURE NO.:	D1.1
DATE:	03/07/2022	DWG SCALE:	1" = 400'	PROJECT NO:	311-653		

P:\310-000\311-653\-0400\Dwg\SWD\311653-BECK LANDFIL SITE LAYOUT PLAN D1-1.dwg|SOC 41 LS|4/7/2022 - mwonks) - LP: 5/4/2022 11:42 PM

PLAN VIEW

SCALE: 1" = 1000'



PROFILE VIEW

SCALE: 1" = 500'

STATE OF TEXAS
ADAM W. MEHEVEC
84736
LICENSED PROFESSIONAL ENGINEER
5-6-22

REFERENCE

TOPOGRAPHIC INFORMATION FROM AERIAL SURVEY BY FIRMATEK: (SEPTEMBER 15, 2021) AUGMENTED WITH A PORTION OF THE EXISTING GROUND SURFACE PREPARED BY CEC.

Civil & Environmental Consultants, Inc.
3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746
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www.cecinc.com
Texas Registered Engineering Firm F-38

NIDO, LTD
BECK LANDFILL
BEXAR COUNTY, TEXAS

NO ENCROACHMENT EXHIBIT

DRAWN BY:	BEO	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	FIGURE NO.:
DATE:	10/1/2021	DWG SCALE:	1" = 300'	PROJECT NO:	311-653	1

P:\310-000\311-653\1-CAD\Dwg\SW01\311653-BECK LANDFIL No Encroachment.dwg[PROFILE] LS:(2/28/2022 - mwiles) - LP: 2/28/2022 9:47 AM

Texas Commission on Environmental Quality

Notice of Application and Preliminary Decision for Municipal Solid Waste Permit Amendment

Proposed Permit No. 1848A

Application and Preliminary Decision. Nido, Ltd. has applied to the Texas Commission on Environmental Quality (TCEQ) for a permit amendment to authorize the vertical expansion at the existing Type IV Beck Landfill. There is no lateral increase in the disposal footprint of the landfill. The maximum permitted height of the final cover system is proposed to be increased from 772 feet above mean sea level to 890 feet above mean sea level. The facility is located at 550 FM 78, Schertz, Texas 78154 in Guadalupe County. The TCEQ received this application on September 13, 2022. The following link to an electronic map of the site or facility's general location is provided as a public courtesy and is not part of the application or notice: https://arcg.is/08CXWL1. For exact location, refer to the application.

The TCEQ Executive Director has completed the technical review of the application and prepared a draft permit. The draft permit, if approved, would establish the conditions under which the facility must operate. The Executive Director has made a preliminary decision that this permit, if issued, meets all statutory and regulatory requirements. The permit application, Executive Director's preliminary decision, and draft permit are available for viewing and copying at Schertz Library, 798 Schertz Parkway, Schertz, Texas 78154 in Guadalupe County. The permit application may be viewed online at https://www.tceq.texas.gov/goto/mswapps.

Alternative Language Notice/Aviso sobre lenguas alternativas. Alternative language notice in Spanish is available at www.tceq.texas.gov/goto/wasteapps. La notificación en otro idioma en español está disponible en www.tceq.texas.gov/goto/wasteapps.

Public Comment/Public Meeting. You may submit public comments or request a public meeting about this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ holds a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

Opportunity for a Contested Case Hearing. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments and the Executive Director's decision on the application will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting a contested case hearing or reconsideration of the Executive Director's decision. A person who may be affected by the proposed facility is entitled to request a contested case hearing from the commission.** A contested case hearing is a legal proceeding similar to a civil trial in a state district court.

To Request a Contested Case Hearing, You Must Include The Following Items in Your Request: your name, address, phone; applicant's name and permit number; the location and distance of your property/activities relative to the facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you

submit during the comment period; and the statement " [I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn.

If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law that are relevant and material to the Commission's decision on the application submitted during the comment period.

Executive Director Action. The Executive Director may issue final approval of the application unless a timely contested case hearing request or request for reconsideration is filed. If a timely hearing request or request for reconsideration is filed, the Executive Director will not issue final approval of the permit and will forward the application and request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

Mailing List. If you submit public comments, a request for a contested case hearing, or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. To be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

Information Available Online. For details about the status of the application, visit the Commissioners' Integrated Database (CID) at www.tceq.texas.gov/goto/cid. Once you have access to the CID using the above link, enter the permit number for this application, which is provided at the top of this notice.

Agency Contacts and Information. All public comments and requests must be submitted within 30 days from the date of newspaper publication of this notice either electronically at www14.tceq.texas.gov/epic/eComment/ or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ's Public Education Program, Toll Free, at 800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en español, puede llamar al 800-687-4040.

Further information may also be obtained from Nido, Ltd. at P.O. Box 790641, San Antonio, Texas 78279, or by calling Mr. Grant Norman at 210-349-2491.

Issued Date: October 8, 2024.

Comisión de Calidad Ambiental de Texas

Aviso de la Solicitud y Decisión Preliminar para Enmienda del Permiso de Residuos Sólidos Municipales

Permiso Propuesto No. 1848A

Solicitud y Decisión Preliminar. Nido, Ltd., ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ, por sus siglas en inglés) por un modificación del permiso para autorizar ampliación vertical en el actual vertedero de Beck de tipo IV. No hay aumento lateral de la huella de eliminación del vertedero. Se propone aumentar la altura máxima permitida del sistema de cubierta final de 772 pies sobre el nivel medio del mar a 890 pies sobre el nivel medio del mar. La instalación está ubicada en 550 FM 78, Schertz, Texas 78154, en el Condado de Guadelupe. La TCEQ recibió esta solicitud el September 13, 2022. El enlace a continuación a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso: https://arcg.is/08CXWL1. Para la ubicación exacta, consulte la solicitud.

El Director Ejecutivo de la TCEQ ha completado el examen técnico de la solicitud y ha preparado un borrador del permiso. El borrador del permiso, si es aprobado, establecería las condiciones bajo las cuales la instalación debe operar. El Director Ejecutivo ha tomado una decisión preliminar que si este permiso, si es emitida, cumple con todos los requisitos legales y normativos. La solicitud del permiso, la decisión preliminar del Director Ejecutivo y el borrador del permiso están disponibles para examinar y copiar en Schertz Library, 798 Schertz Parkway, Schertz, Texas 78154, en el Condado de Guadelupe. La solicitud de permiso se puede ver en línea en https://www.tceq.texas.gov/goto/mswapps.

Comentario Público/Reunión Pública. Usted puede presentar comentarios públicos o solicitar una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un suficiente grado de interés público en la solicitud, o si un legislador local lo pide. Una reunión pública no es una audiencia de caso impugnado.

Oportunidad de una Audiencia de Caso Impugnado. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios oportunos y preparará una respuesta a todo los comentarios públicos pertinentes y materiales, o significativos. **A menos que la solicitud haya sido remitido directamente para una audiencia de caso impugnado, la respuesta a los comentarios y la decisión del Director Ejecutivo será enviada por correo a todos los que hayan presentado comentario público y a las personas que estén en la lista de correo sobre esta solicitud. Si se han recibido comentarios, el aviso también proveerá instrucciones para solicitar una audiencia de caso impugnado o una reconsideración de la decisión del Director Ejecutivo. Una persona que puede ser afectada por la instalación propuesta tiene el derecho a solicitar de la TCEQ una audiencia de caso impugnado.** Una audiencia de caso impugnado es un procedimiento legal similar a un juicio civil en un tribunal de distrito del estado.

Para Solicitar una Audiencia de Caso Impugnado, Usted Debe Incluir en su Solicitud los Siguientes Datos: Su nombre, dirección y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y la distancia de su propiedad/actividades con respecto a la instalación; una descripción específica de cómo sería usted afectado negativamente por la instalación en una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado." Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o

asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección física de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente.

Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho que son pertinentes y materiales a la decisión de la Comisión sobre la solicitud que se hayan presentado durante el período de comentarios.

Acción del Director Ejecutivo. El Director Ejecutivo puede emitir una aprobación final de la solicitud a menos que se haya presentado a tiempo una petición para una audiencia de caso impugnado o una petición para reconsideración. Si se ha presentado a tiempo una petición de audiencia o una petición de reconsideración, el Director Ejecutivo no emitirá una aprobación final sobre el permiso y enviará la solicitud y la petición a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

Lista de Correo. Si presenta comentarios públicos, una petición para una audiencia de caso impugnado o una petición para reconsideración de la decisión del Director Ejecutivo, añadiremos su nombre a la lista de correo para esta solicitud para recibir futuros avisos públicos enviados por la Oficina del Secretario Oficial. Además, puede pedir que la TCEQ ponga su nombre en (1) la lista de correo permanente para un específico nombre de solicitante y número de permiso y/o (2) la lista de correo para un condado específico. Para ser añadido a una lista de correo permanente y/o una de condado, especifique claramente cuál/cuáles lista(s) y envíe su petición por correo a la Oficina del Secretario Oficial de la TCEQ.

Información Disponible en Línea. Para detalles sobre el estado de la solicitud, visite la Base de Datos Integrada de los Comisionados (CID, por sus siglas en inglés) al www.tceq.texas.gov/goto/cid. Una vez que haya obtenido acceso al CID usando el enlace de arriba, rellene el número de permiso de esta solicitud, la cual está proporcionada al inicio de este aviso.

Comunicación y Transferencia de Información a la Agencia: Todos los comentarios públicos y las peticiones deberán presentarse durante los 30 días a partir de la publicación en periódico de este aviso o electrónicamente en www14.tceq.texas.gov/epic/eComment/ o por escrito a la TCEQ, Oficina del Secretario Oficial, MC 105, P.O. Box 13087, Austin, TX 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040 o visite su sitio de la red al www.tceq.texas.gov/goto/pep. Si desea información en español, puede llamar al 1-800-687-4040.

Se puede obtener más información de Nido, Ltd. en la dirección postal P.O. Box 790641, San Antonio, Texas 78279 o llamando a Mr. Grant Norman al 210-349-2491.

Fecha de emisión: 8 de octubre de 2024.

Agenda No. 20.

CITY COUNCIL MEMORANDUM

City Council Meeting: **November 12, 2024**
Department: **Engineering**
Subject: **Monthly Update - Major Projects In Progress/CIP (B.James/K.Woodlee)**

Attachments

Monthly Update on Major Projects in progress/CIP

Informational Only

CITY COUNCIL MEMORANDUM

City Council Meeting: **November 12, 2024**

Department: **City Manager**

Subject: **Update on Major Projects in Progress**

Background

This is the monthly update on large projects that are in progress or in the planning process. This update is being provided so Council will be up to date on the progress of these large projects. If Council desires more information on any project or on projects not on this list, please reach out to staff and that information will be provided.

Facilities Projects:

1. **Demolish/Remove Unoccupied City Buildings Project**
   Project Description – Demolish unoccupied existing structures
   - Project Status: Pending paperwork submitted to state by Hansco
   - Projected Completion: TBD
   - Project Cost: Estimated $61,000
   - Contractor: Hansco

   Project Update: Site visit was completed with Hansco. They requested that all utilities be disconnected from the structures. Hansco is filing paperwork with the date for the demolition and abatement of the properties.

2. **Fleet Building Parking Lot**
   Project Description – Pave the open grassy area located at 27 Commercial Place
   - Project Status: Site Plan Development and Construction Design
   - Projected Completion: To be determined
   - Consultant: Unintech Consulting Engineers, Inc.
   - Contractor: To be determined

   Project Update: Unitech Consulting Engineers, Inc., The Site Plan has been submitted for review and comments are pending.

3. **Digital Sign Replacement in Front of City Hall**
   Project Description- Replacement of the broken electronic marquee sign that sits in front of City Hall
   - Project Status: Pending permits filed by Ezzi Signs
   - Projected Completion: TBD
   - Project Cost: $78,000
   - Contractor: Ezzi Signs, Inc

   Project Update: Final design and location were sent to Ezzi Signs. They are working on pulling the appropriate permits.

Drainage Projects:

1. **FM 78 South Channel Silt Removal**
   Project Description – Silt removal for the existing FM 78 South Drainage channel to include permitting, easement acquisition and construction.
   - Project Status: Easement Acquisition
   - Projected Completion: Fall 2024
   - Project Cost: Design $32,100, Drainage Report $4,600, Construction $172,587 base bid, $268,545 alternate in lieu
   - Consultant: Unintech Consulting Engineers, Inc.
   - Contractor: TBD

   Project Update: No change from last update. Unintech continues to work on acquiring necessary easements for the project.

Water and Wastewater Projects:

1. **Woman Hollering Creek Wastewater Interceptor Main and Lift Station**
   Project Description – Design and construction of a sanitary sewer system to collect and convey wastewater to the future CCMA water reclamation plant off Trainer Hale Road in Southern Schertz. The system will consist of approximately 19,000 linear feet of 30" gravity wastewater line running generally along Woman Hollering Creek from the existing Sedona lift station on FM 1518 to a new lift station on IH 10 and approximately 6,000 feet of force main from the lift station to CCMA plant. It will also include an additional 18" gravity line approximately 1,500 feet in length that will first serve the Hallie's Cove Subdivision. The system is necessary for the new CCMA plant to begin operation and to allow the existing Woman Hollering Lift Station at Sedona to be taken out of service.
   - Project Status: Construction
   - Projected Completion: Fall 2024
   - Project Cost: Engineering/Design $1,187,594, Land purchases, ROW, legal and advertising $700,810, Construction $11,100,000, totaling $12,988,404
   - Design Engineer: Cobb Fendley & Associates, Inc.
   - Owner's Representative: AGCM, Inc.
   - Contractor: Thalle Construction Co, Inc.

   Project Update: The project is nearing completion. During testing of the lift station in October, it was identified that electrical equipment needs to be elevated further than installed due to the location within the area of special flood hazard (100-year floodplain). Staff is working with the design professionals and contractors to get this accomplished. Once the adjustments are made, further testing will take place and if successful, the contractor will move to transfer flow of actual wastewater from the Sedona lift station to the Woman Hollering Lift Station. Staff and the contractor will work closely with CCMA as this will also mark the startup of the CCMA South Water Reclamation Plant.

2. **Riata Lift Station Relocation (Design Phase)**

Project Description – Relocation of the Riata Lift Station ahead of TxDOT's IH 35 NEX project to remove it from conflict with the proposed highway improvements. The design phase included identification of a new site for the list station, design of new lift station and design of the abandonment of the existing lift station. Property and easement acquisitions were required. The new lift station is needed to maintain sewer services.

- Project Status: Begin Construction 4th Quarter of 2024.
- Projected Completion: Spring 2026
- Project Cost: Design & Acquisition of easements and existing lift station $478,000; Construction: $2,545,375 (low bid)
- Consultant: Utility Engineering Group, PLLC
- Contractor: Keystone Construction (Pending Council Approval)
- Project Update: Material submittals are continuing to be reviewed by UEG. The contractor has begun staging equipment and materials. They have also started the initial site prep work.

3. **FM 1518 Utility Relocations**

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT FM 1518 Improvement Project.

- Project Status: Construction
- Projected Completion: The City's utility relocation portion of the project is expected to be completed in the summer of 2025.
- Project Cost: Design NTE $980,000, Construction Joint Bid $8,986,837/Aztec 16" Line $884,270
- Consultant: Halff Associates
- Contractor: SER Construction Partners (TxDOT's General Contractor)/Qro Mex Construction (Aztec 16" Line)

Project Update: No major updates to the utility construction efforts. SER continues the installation of water and sewer as part of the joint bid work. Qro Mex has been working to install the 16" water line near FM 78. City staff have secured an access easement from a landowner between Aztec Ln and the creek to allow Qro Mex easier access to the site in this location.

4. **Corbett Ground Storage Tank**

Project Description – Construction of a new 3-million-gallon Ground Storage Tank (GST). The GST will be used to fill the existing Corbett Elevated Storage Tank and provide additional water storage capacity. This new GST will receive water directly from the Schertz Seguin Local Government Corporation.

- Project Status: Construction Phase
- Projected Completion: May 2025
- Project Cost: Design $466,265, Construction $7,360,054
- Consultant: Unintech Consulting Engineers
- Contractor: Pesado Construction Co.

Project Update: Pesado has completed a tie-in to the SSLGC line to the fill line of the new tank. This section was recently hydrostatic tested and disinfected. Pesado started coordination efforts so all parties can begin filling the tank for a leakage test. Pesado continues work on the site and electrical work at the plant.

5. **Water Loop Lines**

Project Description – Install 12" water main lines to provide a looped distribution system from Ware Seguin to Lower Seguin and Pfeil Road to N Graytown Road.

- Project Status: Design
- Projected Completion: Spring 2025
- Project Cost: Design NTE $200,000, Construction $4,400,000

Project Update: Unintech continues to work on acquiring necessary easements for the project. They have provided appraisals for the properties and will be reviewed by staff. Unintech is completing the metes and bounds for the easement and will begin making offers to the landowners.

6. **IH 35 NEX-North Utility Relocations**

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT IH 35 NEX project.

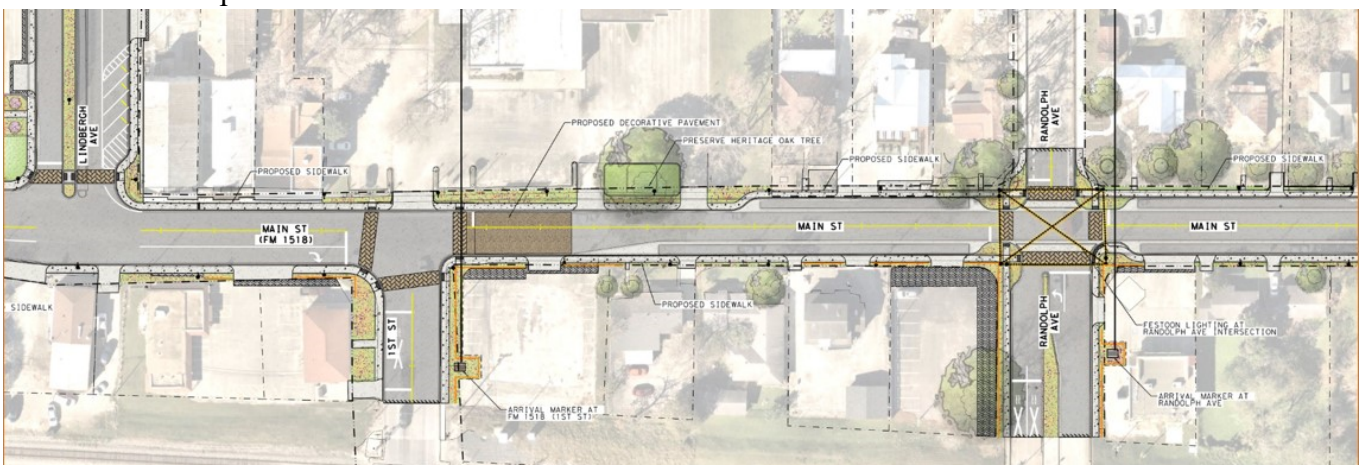
- Project Status: Design
- Projected Completion: Joint Bid Construction is planned for End of 2026
- Project Cost: Design & Easement Acquisition Services - $1,250,000
- Consultant: Halff Associates

Project Update: Halff is completing the design phase of the project. We are working to revise a section near the Bussey's lift station. Rather than relocate the existing force main, it is proposed to extend the gravity main that is being installed by the Schertz Station development. This will allow for gravity service to the area, and we will be able to remove the lift station from service.

Street Projects:

1. **Main Street Improvements Project**
   Project Description – The project will improve sidewalks, provide street lighting, way-finding signage, landscaping, utility relocations, and architectural elements such as decorative concrete, decorative lighting, screening, and area signage. This project will also replace aging water and sanitary sewer mains and reconstruct the street with a new, stronger pavement section. Additionally, Lindbergh between Main and Exchange will be reconstructed.
   - Project Status: Design
   - Projected Completion: Fall 2026
   - Project Cost: Design NTE $2,173,905, Construction $24,600,000
   - Consultant: Kimley- Horn Associates

   Project Update: Our consultant is working through some conflicts between some of the project elements and the GVEC utility relocation effort. While most of the conflicts have been resolved, there are a few that are still being worked on. We expect these to be resolved in the very near future so the water line and sewer line replacement work can be bid.



2. **Lookout Road Reconstruction**
   Project Description – The project involves reconstruction of Lookout Road from Schertz Parkway to Doerr Lane. A traffic signal at the Lookout Road/Schertz Parkway intersection will also be installed. The project also includes the replacement and upsizing the existing sanitary sewer main in Lookout Road from Doerr Lane to Schertz Parkway.
   - Project Status: Design
   - Projected Completion: Fall 2024
   - Project Cost: Design $571,000 ($20,000 from Selma), Construction estimate $6,738,092 ($100,000 from Selma)
   - Design Consultant: Halff Associates

   Project Update: The right of way plans for the widening at the Doerr Lane and Shertz Parkway intersections have been finalized. The consultant is preparing exhibits for the needed right-of-way so Staff can acquire the parcels needed. CPS is continuing to work on their relocation plans. These are the remaining items needed to develop a bid schedule for the project. Staff anticipates having a bid schedule and revised project schedule by the end of the year.

3. **Lower Seguin Road Reconstruction**

Project Description – The project includes the development of a preliminary design and secure environmental clearance for a 2.9-mile segment of Lower Seguin Road to widen and improve the street to the section identified in the Master Thoroughfare Plan. The results of this project will be used to acquire needed right-of-way; develop final construction plans; and secure federal funding to assist with construction costs.

- Project Status: Design
- Projected Completion: Fall 2024
- Project Cost: Preliminary Design $985,000
- Consultant: Halff & Associates

Project Update: Staff and the consultant met with DCIP program manager and got a clearer understanding of the program requirements. Our consultant submitted revised preliminary construction plans for Staff review. Staff expect to have the plan review completed in early November. Staff and our consultant are setting up a meeting with the local Randolph representatives to brief them on the current project status and the next planned steps to mov ethe project closer to construction.

4. **2024 SPAM Resurfacing and Rehabilitation**

Project Description – The project includes the performance of prep work (base repairs, crack sealing, level up, etc.) and application of a slurry seal to the surface of various streets in the City. Work on other streets includes removal of existing asphalt surface; cement stabilization of base material; and application of a new layer of asphalt on street surface for other various City streets. PCI data was used to select the streets in the project.

- Project Status: Design and Construction
- Projected Completion: Summer 2025
- Project Cost: $3,220,000 (estimated total)
- Design Consultant: Kimley-Horn Associates
- Contractor: R.L. Jones LP (Resurfacing Project)

Project Update: Construction on the resurfacing project is expected to begin in about a month. The base repairs and other prep work will take about three months to complete. Once completed, the streets will receive the slurry seal. The slurry seal application is expected to occur in April. The rehabilitation project bid package is being finalized and the project will be bid this month. Staff expects the rehabilitation construction to start early next year and be complete in early Summer.

5. **Buffalo Valley South Resurfacing and Rehabilitation and Utility Replacements**

Project Description – Water and sanitary sewer main replacements and street rehabilitation of Buffalo Valley South, specifically Mill Street, 1st St, 2nd St, Bowman St, Lee St, Church St, Zuehl St, and Wuest. PCI data was used to select the streets in the project. Project will be funded with a combination of SPAM funding (for the street rehabilitation) and ARP funding for the utility replacement.

- Project Status: Design/Bidding
- Projected Completion: Design Summer 2024; Construction Fall 2025
- Project Cost: $5,978,268 (estimated total)
- Design Consultant: Unintech Consulting Engineering

Project Update: The design and bid package has been completed and the project is being bid this month. Staff expects to have a contact award recommendation to Council for approval in December.

Parks & Recreation Projects:

1. **Parks, Recreation, Open Space, and Trails Master Plan (PROST)**

   Project Description – As a continuation of the Comprehensive Plan, staff and consultants are embarking on a planning process to create a 10-year vision for the parks & recreation system. The process includes inventory and analysis of the current system, public input via stakeholder meetings and social pinpoint feedback site, Parks & Recreation Advisory Board meetings check-ins, and a statistically valid survey.

   - Project Status: Completion – awaiting Council Approval
   - Projected Completion: November 2024
   - Project Cost: $85,000 (NTE)
   - Contractor: Freese & Nichols

   Project Update: The final plan version was approved by the Parks & Recreation Advisory Board at their special-called meeting on October 21. The final plan will then be presented for approval to City Council at the November 12 meeting.

2. **Schertz Soccer Complex Irrigation Water Storage Project**

   Project Description – Upgrading electrical components, upsizing well pump and piping, and adding storage capacity for irrigation of the Schertz Soccer Complex.

   - Project Status: Bidding Phase III
   - Projected Completion: Spring 2024
   - Project Cost: $107,036.90
   - Consultant: Unintech Engineering
   - Contractor: TBD

   Project Update: City staff received bids to drill the new well and are preparing the contract for award. Once the new well is drilled, the old well will be capped and city staff will continue the work of acquiring storage tanks and preparing the concrete pads for the tanks.

3. **Schertz Soccer Complex Lighting Project**
   Project Description – Adding lights and accompanying infrastructure to Fields 3-12. Replacing metal halide lighting on Fields 1 and 2 with upgraded LED lighting for energy efficiency and color consistency.
   - Project Status: Pre-Construction and Permitting
   - Projected Completion: Spring 2025
   - Project Cost: $1,843,000 (estimated total)
   - Contractor: Musco Lighting w/subcontractor Master's Electrical

   Project Update: City staff held a preconstruction meeting with Musco Lighting and set a tentative schedule for construction to begin in November and be completed by February 2025. Partial delivery of materials was accepted on October 30. Tentative construction start date is November 11.

I.T. Projects:

4. **Asset Management- Work Order System – Open Gov**
   Project Description- Replace the current work order and asset management systems
   - Project Status: In progress
   - Projected Completion: Fall 2025
   - Project Cost: Approximately $470,000
   - Contractor: Open Gov

   Project Update: Staff have completed an introductory meeting with the contractor. Currently working on scheduling the initial kick off meeting with the supportive staff and contractor to go over details of the first phase of the implementation.

TxDOT Roadway Projects:
Note: If links do not work, please contact engineering@schertz.com

1. **FM 1103 Improvement Project:** Construction officially began in November 2022 and was originally expected to be complete in fall 2026. Minor progress is being made on the roadway while utility relocation continues. General project updates are available by signing up at this link: FM 1103 Construction Newsletter

2. **FM 1518 Improvement Project:** SER Construction, LLC, formally began construction on April 9, 2024. The contractor has leased property owned by the City on Schaefer Road to stage construction activities. The first few months of the project will be mainly underground utility construction and will mostly take place outside travel lanes. While there may be some delays, major traffic disruptions should not be experienced much during this phase of the project. The project is currently anticipated to be completed in 2028. Updates regarding the FM 1518 project are available by visiting and subscribing at the following link: FM 1518 Expansion

3. **IH-35 NEX (I-410 South to FM 1103):** The central segment of the I-35 Northeast Expansion project continues with Alamo NEX Construction handling the design-build project. The central section runs from 410 N to FM 3009. Utility coordination work for the northern segment of the project is underway. TxDOT consultants have met with Public Works and Engineering Staff to begin establishing relocation needs. The City will be reimbursed for the costs of all relocations needed except for any upsizing or improvements above current conditions. Updates about the project can be obtained by signing up at the following link: I 35 NEX Project Updates

4. **IH-10 Graytown Road to Guadalupe County Line: Work** for the widening of the main lanes and utility relocations continues. Work on the FM 1518 bridge over IH 10 continues and will involve numerous episodes of the rerouting of traffic including shifting lanes and detours as necessary. Updates regarding the IH 10 project are available by signing up at the following link: IH 10 Expansion Information

Studies and Plans:

1. **Water and Wastewater Master Plan Update and Impact Fee Study**
   Project Description – Collect, review data from the City and provide updated data for the Land Use Plan, Water and Wastewater System Model, Master Plan, CIP, Water/Wastewater Impact Fees, and Flow monitoring.
   - Project Status: Study
   - Projected Completion: Spring 2025
   - Project Cost: $500,000
   - Consultant: Lockwood, Andrews & Newnam
   - Project Update: Final calculations including a financial analysis to determine the discount needed to be added to the calculated maximum impact fee rates are currently underway. Statutorily required meetings and hearings regarding the adoption of updated impact fees that begin with a Capital Improvements Advisory Committee (CIAC) are expected to be scheduled within the next few months. Two meetings are planned with the CIAC to review and recommend adoption of the Land Use Assumptions, Capital Improvement Plan, Land Use Equivalent Counts (growth), and Recommended impact fee rates. After that, City Council will be asked to pass a resolution setting a date for a public hearing of the plans and fees. At the subsequent public hearing, Council will consider adoption of the plans and rates. Because of timing required by Chapter 395, these meetings and the updated impact fee ordinance are planned to wrap up in March 2025.