



**MEETING AGENDA  
City Council  
REGULAR SESSION CITY COUNCIL  
February 18, 2025**

**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, FEBRUARY 18, 2025 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 Macaluso)**

**Proclamations**

**National Engineer's Week-February 16-22, 2025-Engineering Department (Macaluso)**

**Government Communicators Day-February 21, 2025-Public Affairs (Westbrook)**

**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 February 4, 2025 (S.Edmondson/S.Courney)
2. **Resolution 25-R-003** – Authorizing a professional services agreement with Kimley-Horn and Associates, Inc. for the design of the Schertz Forest Roadway and Waterline Improvements Project (B.James/K.Woodlee/J.Nowak)
3. **Resolution 25-R-022** - Authorizing the Schertz Police Department to apply for the FY 2026 Criminal Justice Grant Program (JAG Grant) (J. Lowery/P. Waller)
4. **Resolution 25-R-023** - Authorizing the Schertz Police Department to Purchase and Install Emergency Vehicle Equipment by Farrwest Specialty Vehicles (J. Lowery/P. Waller)
5. **Resolution 25-R-008** - Authorizing the purchase of computer equipment from CDW (B.James/D.Hardin/J.Bluebird)

6. **Resolution 25-R-004** – Authorizing a professional services agreement with Halff Associates, Inc. for the final design of the Lower Seguin Road Reconstruction Project (B.James/K.Woodlee/J.Nowak)
7. **Resolution 25-R-029** - Authorizing an Interlocal Agreement with Guadalupe County for Lease Use of County Facility (S.Williams/J.Lowery)

### **Discussion and Action Items**

8. **Resolution 25-R-027** - Authorizing the Schertz/Seguin Local Government Corporation to issue debt for capital projects (S.Gonzalez/B.James/A.McBride/L.Busch/J.Walters)
9. **Resolution 25-R-021** - Authorizing the approval of a Development Agreement with BFR LLC for the approximately 30 acre tract at FM 1518 and Woman Hollering Road (S.Williams/B.James)
10. **Resolution 25-R-005** - Approving a Utility Service Extension Request for the Woman Hollering Townhomes (B.James/K.Woodlee)
11. **Ordinance 25-S-004** - Consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 11, Section 21.11.6 Prohibited Signs and Section 21.11.17 Temporary Signs (B.James/L.Wood/E.Delgado)

### **Workshop**

12. Workshop on Schertz PD TCOLE 2024 Racial Profiling Report (S.Willimas/J.Lowery)

### **Information available in City Council Packets - NO DISCUSSION TO OCCUR**

### **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 13TH DAY OF FEBRUARY 2025 AT 10:00 A.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 \_\_\_\_\_, 2025.**

**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

<b>Mayor Gutierrez</b> Member Audit Committee Investment Advisory Committee Main Street Committee  Liaison Board of Adjustments Senior Center Advisory Board-Alternate	<b>Councilmember Davis– Place 1</b> Member Interview Committee Main Street Committee - Chair TIRZ II Board  Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board
<b>Councilmember Watson-Place 2</b> Member Audit Committee  Liaison Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government Corporation-Ex-Officio	<b>Councilmember Macaluso – Place 3</b> Member Interview Committee Hal Baldwin Scholarship Committee  Liaison TIRZ II Board Animal Services Advisory Committee



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

**Agenda No.**

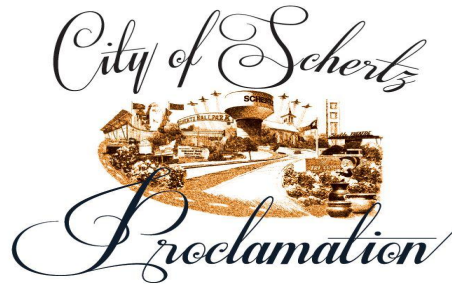
**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** City Secretary  
**Subject:** National Engineer's Week-February 16-22, 2025-Engineering Department (Macaluso)

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**Attachments**

Engineering Week 2025



## **NATIONAL ENGINEERS APPRECIATION WEEK**

**FEBRUARY 16<sup>TH</sup> to FEBRUARY 22<sup>ND</sup>, 2025**

**WHEREAS**, the theme for Engineers Week 2025 is “Design Your Future”; and

**WHEREAS**, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society’s needs; and

**WHEREAS**, Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and

**WHEREAS**, Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and

**WHEREAS**, we will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century.

**NOW, THEREFORE, I, Ralph Gutierrez, Mayor of the Schertz, Texas**  
do hereby recognize and hereby proclaim,

**February 16th to February 22nd, 2025, as NATIONAL ENGINEERS WEEK**

I encourage all residents of the City of Schertz to recognize and honor  
the commitment, dedication, and hard work  
our Engineering Staff provides our citizens of our great city.

**IN TESTIMONY WHEREOF**, I  
have signed my name officially  
and caused the Seal of the City of  
Schertz to be affixed on the 18th of  
February 2025.

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Ralph Gutierrez, Mayor

**Agenda No.**

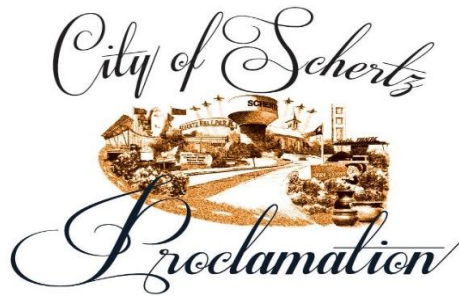
**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** City Secretary  
**Subject:** Government Communicators Day-February 21, 2025-Public Affairs (Westbrook)

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**Attachments**

Government Communicator's Day 2025



## **GOVERNMENT COMMUNICATORS DAY FEBRUARY 21, 2025**

**WHEREAS**, the role of government communications professions is to inform, educate and engage their communities; and

**WHEREAS**, robust communication in government creates trust and inspires residents to take action and be involved; and

**WHEREAS**, government communications create relationships and calls to action, build awareness and understanding through storytelling, engage and foster engagement on civic issues and use all channels to include people in critical decisions; and

**WHEREAS**, it is essential to have strong communications in government because it is a foundational element of living in a democracy where citizens have the freedom to make their voice heard; and

**WHEREAS**, the City of Schertz is proud and has deep gratitude and recognition for government communicators' professionalism, dedication, hard work, commitment, enthusiasm, and sacrifice.

**NOW, THEREFORE, I**, Ralph Gutierrez, Mayor of the City of Schertz do hereby proclaim

### **February 21, 2025 as Government Communicators Day**

in Schertz, Texas and encourage all residents to thank the members of the Public Affairs Department who have dedicated their careers to ensure the City of Schertz has effective, impactful, and successful communication strategies that resonate and are relevant.

**IN TESTIMONY WHEREOF**,  
I have signed my name officially  
and caused the Seal of City of  
Schertz to be affixed on this the  
18th day of February 2025.

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Ralph Gutierrez, Mayor

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** City Secretary  
**Subject:** Minutes - Approval of the minutes from the Council Meeting on February 4, 2025 (S.Edmondson/S.Courney)

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**Attachments**

Draft minutes 02-04-2025

# DRAFT

## MINUTES REGULAR MEETING February 4, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on February 4, 2025, 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 Allison Heyward; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Tim Brown

Absent: Councilmember Paul Macaluso

Staff present: City Manager Steve Williams; City Attorney Clarissa Rodriguez; 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 Mark Davis)**

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

### **Discussion and Action Items**

**Appointment of Mayor Pro-Tem** - Discussion, consideration, and/or action regarding the confirmation, appointment, or election of the Mayor Pro-Tem. (Mayor/Council)

Mayor Gutierrez explained the selection process, duties, and term of the Mayor Pro-Tem and thanked Councilmember Robert Westbrook for his service. He opened the floor to Council for discussion regarding the appointment of Councilmember Allison Heyward to Mayor Pro-Tem. No discussion occurred.

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Mark Davis, Councilmember Michelle Watson, Councilmember Ben Guerrero, Councilmember Robert Westbrook, Councilmember Tim Brown

Passed

## **Proclamations**

### **San Antonio Stock Show and Rodeo (Ms. Barbara Hall)**

Mayor Pro-Tem Allison Heyward presented the San Antonio Stock Show and Rodeo Proclamation to the San Antonio Stock Show and Rodeo Ambassador Committee led by Ms. Barbara Hall.

## **Employee Introductions**

Mayor Gutierrez recognized City Department Heads who introduced the following new staff:

- **Engineering:** Donald Moreno-Engineering Inspector
- **Police Department:** Adam Rodriguez - Police Officer
- **Public Works-Streets:** Abel Valdez-Streets Maintenance Worker 1
- **Public Works-Utilities:** Dean Fickling - Water/Wastewater Worker 1; Mark Shadle - Water/Wastewater Worker1

## **Presentations**

### **Presentation of the FY 23-24 Parks & Recreation Annual Report (S.Gonzalez/L.Shrum)**

Mayor Gutierrez recognized Parks and Recreation Manager Cassie Paddock who presented the FY23-24 Parks & Recreation Annual Report. The report highlighted the many activities Parks & Recreation run throughout the year, with spotlights on Team Accomplishments, Boards & Committee Members, budget expenditures and revenues, and the many projects they are working on.

Councilmember Brown thanked the Parks & Recreation department for everything they do and offered kudos for all the improvements they have made to the maintenance program. Mayor Gutierrez and Mayor Pro-Tem Heyward also thanked the Parks staff for their hard work.

## **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 congratulated Engineering Inspector Sam Lopez for earning his concrete field-testing technician grade one certificate from the American Concrete Institute. He recognized Sydney Paredes for receiving the Al Johnson Endowed Scholarship providing \$1,000 for her to attend the National Recreation and Parks Association Conference and for being recognized by the NRPA as being one of the 30 under 30 receiving the award at a national level. In the EMS Department, Baptist Health



System visited the Schertz station to recognize one of the crews for exceptional care given to a patient who was thought to be suffering from a stroke, but turned out to be worse than that. Due to their training and quick assessment of the situation, they were able to give care and save the individual's life.

Mr. Williams recognized Communications Manager Nichole Kuhlmann for 20 years of service.

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

Mayor Gutierrez congratulated Ms. Kuhlmann on the milestone and thanked her for her dedication and service to our community. He also congratulated Councilmember Ben Guerrero for being elected. He extended congratulations to the Fire and Police Departments for the recognitions they received in the week prior and thanked them for their service to the City.

Mayor Gutierrez stated for the record that the Committee assignments previously designated to Councilmember Gibson have been transferred to Councilmember Guerrero as noted on the agenda.

## **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.*

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Mayor Pro-Tem Heyward recognized the following residents:

**Ms. Susan DeLano**, 129 Lindy Hills, addressed Council as a boardmember of the Miss Cibolo Pageant. She explained the pageant is a year-long ambassadorship that empowers young women and provides them with scholarship opportunities. She thanked the Council and community for their support.

**Miss Lindsey Large, Jr.** Miss Cibolo, stated she is an 8th grader at Corbett Junior High, spoke regarding the benefits of participating in the pageant.

**Daniel Jameson**, 1048 Richmond, congratulated Councilmember Guerrero on being elected. He stated he represents VFW Post 8315 and asked Council to come out to support the veterans at the monthly breakfast.

**Dana Eldridge**, 2628 Gallant Fox Dr, welcomed Councilmember Guerrero to the council. He addressed Council regarding concerns with item 13, temporary signs.

**Glen Outlaw**, 3729 Forsyth Park, addressed Council regarding the refuse collection contract.

**Maggie Titterington**, 5325 Storm King, as the spokesman for her brothers and sisters, recognized Will Fowler and Rolando Gonzalez of the Schertz EMS Department. She thanked them for their professionalism, comfort, and medical expertise in helping her mother during a time of crisis. She and her family wanted council to know how excellent of a job they are doing of having employees of this caliber in our community and helping our citizens.

### **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 January 21, 2025, and the minutes from the Special Meeting-Canvassing the Runoff Election on January 28, 2025 (S.Edmondson/S.Courney)
2. **Resolution 25-R-016** - Authorizing a Public Library Interlocal Agreement for mutual access to CloudLibrary digital resources (S.Gonzalez/M.Uhlhorn)
3. **Resolution 25-R-018** – Authorizing the City Manager to sign and submit a Notice of Intent for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the Texas Pollutant Discharge Elimination System (TPDES) Phase II MS4 General Permit TXR040000 for the City and other matters in connection therewith (B.James/K.Woodlee)
4. **Resolution 25-R-019** Authorizing the submission of a Special Projects Grant application to the Texas State Library and Archives Commission (TSLAC) for a Library Outreach Vehicle (S.Gonzalez/M.Uhlhorn)
5. **Resolution 25-R-013** - Granting signature authority to the City Manager to enter into and sign certain contracts and documents on behalf of the City (S.Williams/S.Gonzalez/J.Kurz)
6. **Resolution 25-R-020** - Authorizing a pro-rata agreement for the Saddlebrook Development (S.Williams/B.James)

7. **Resolution 25-R-014** - Authorizing the Schertz Police Department to accept equipment from the Alamo Area Council of Governments (AACOG) RECONYX Illegal Dumping Cameras Program (J. Lowery)
8. **Resolution 25-R-002** – Authorizing a professional services agreement with Unintech Consulting Engineers, Inc. for the design of the Boenig Drive Reconstruction Project (B. James/K. Woodlee/J. Nowak)
9. **Resolution 25-R-009** - Authorizing an expenditure with SAMES Bastrop Ford for the acquisition of 7 police vehicles (B.James/D.Hardin/C.Hernandez)

Mayor Gutierrez stated Item #6 was removed for separate action.

Mayor Gutierrez asked for a motion to approve Consent Agenda Items #1–5 and #7–9.

Moved by Mayor Pro-Tem Allison Heyward, seconded by Councilmember Michelle Watson

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Mark Davis,  
Councilmember Michelle Watson, Councilmember Ben Guerrero,  
Councilmember Robert Westbrook, Councilmember Tim Brown  
Passed

Mayor Gutierrez recognized Deputy City Manager Brian James to discuss item #6, Resolution 25-R-020 authorizing a pro rata agreement for the Saddlebrook Development. Mr. James explained staff requested this item be pulled because they are working with the developer on a few changes to the pro rata agreement, primarily a change to the excess capacity. Developer built a sewer lift station after the prior agreement which was approved in 2024. Because of how it connects to the CCMA plant, there's additional excess capacity that must be signed out, and the city must make a provision for the developer to be reimbursed for the excess capacity in the lift station they built. Mr. James stated staff is recommending approval with the changes as noted.

Mayor Gutierrez asked for a motion to approve Resolution 25-R-020 with changes noted.

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Mark Davis,  
Councilmember Michelle Watson, Councilmember Ben Guerrero,  
Councilmember Robert Westbrook, Councilmember Tim Brown  
Passed

## Discussion and Action Items

**10. Ordinance 25-S-005** Adopting a Compensation Schedule and Procedure for the City Council (R.Gutierrez/S.Williams)

Mayor Gutierrez recognized City Manager Steve Williams who introduced Ordinance 25-S-005 including a proposed pay plan schedule for City Council. Mayor Gutierrez opened the floor to Council for discussion. Councilmembers expressed their thoughts regarding the proposed plan and need for issue to be brought forth to residents for a vote during next charter review.

Motion to approve Ordinance 25-S-005 was made by the Chair, seconded by Mayor Pro-Tem Allison Heyward.

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Michelle Watson,  
Councilmember Ben Guerrero, Councilmember Robert Westbrook,  
Councilmember Tim Brown

NAY: Councilmember Mark Davis

Passed

**11. Resolution 25-R-017** - Establishing a date for a Public Hearing on Amendments to the Land Use Assumptions, Capital Improvement Plans, and Impact Fees for Water and Wastewater Utilities (B.James/K.Woodlee)

Mayor Gutierrez recognized City Engineer Kathy Woodlee who introduced Resolution 25-R-017 stating that Chapter 395 of the Local Government Code sets an explicit process for noticing and setting public hearings for either establishing or updating impact fees or Capital Recovery fees. This resolution is to ensure adequate transparency and opportunity for comment regarding these fees. One of the requirements is for Council to order a date for the public hearing which must be set more than 30 days in advance of that public hearing. Ms. Woodlee stated they are asking Council to approve March 18, 2025, for the public hearing.

Mayor Pro-Tem Heyward opened the floor to Council for discussion. After brief discussion, Mayor Pro-Tem Heyward asked for a motion to approve Resolution 25-R-017.

Moved by Councilmember Tim Brown, seconded by Councilmember Robert Westbrook

AYE: Mayor Pro-Tem Allison Heyward, Councilmember Mark Davis,  
Councilmember Michelle Watson, Councilmember Ben Guerrero,  
Councilmember Robert Westbrook, Councilmember Tim Brown

Passed

- 12. Resolution 25-R-005** - Approving a Utility Service Extension Request for the Woman Hollering Townhomes (B.James/K.Woodlee)

Mayor Gutierrez stated Resolution 25-R-005 had to be postponed until Resolution 25-R-021 had been resolved.

Mayor Gutierrez stated Resolution 25-R-005 had been tabled.

- 13. Ordinance 25-S-004** - Consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 11, Section 21.11.6 Prohibited Signs and Section 21.11.17 Temporary Signs (B.James/L.Wood/E.Delgado)

Mayor Gutierrez recognized Planning Manager Emily Delgado who provided background information and proposed amendments to the UDC as related to Ordinance 25-S-004. Staff asked for feedback on the proposed amendments, but no action on the ordinance at this meeting. After much Council discussion, Ms. Delgado, joined by Deputy City Manager Brian James, stated they were seeking consensus at this meeting for the proposed amendments which will be incorporated into a larger re-write of this section of the UDC. Further stating, staff anticipates bringing the full proposed update of this section to Council for approval in April 2025. Councilmember Guerrero asked staff to bring options back to Council at the next regularly scheduled meeting.

Councilmember Ben Guerrero made a motion to table Ordinance 25-S-004, seconded by Councilmember Michelle Watson.

AYE: Councilmember Mark Davis, Councilmember Michelle Watson,  
Councilmember Ben Guerrero, Councilmember Robert Westbrook,  
Councilmember Tim Brown

Other: Mayor Pro-Tem Allison Heyward (ABSENT)

Passed

- 14. Resolution 25-R-021** - Authorizing the approval of a Development Agreement with BFR LLC for the approximately 30 acre tract at FM 1518 and Woman Hollering Road (S.Williams/B.James)

Mayor Gutierrez announced this item was being moved ahead of Resolution 25-R-005, then recognized Deputy City Manager Brian James who stated the applicant had requested this time be tabled.

Mayor Gutierrez stated Resolution 25-R-021 had been tabled.

## Public Hearings

15. **Ordinance 25-F-006** - Conduct a public hearing and consider an amendment to Ordinance 14-F-20 amending the Drought Contingency and Water Emergency Response Plan which is incorporated adopted by reference in the Schertz Code or Ordinances, Chapter 90 Utilities, Article IV Mandatory Water Conservation, Section 90-119 Drought Contingency and Emergency Response Plan Adopted (B.James/L.Busch/Z.Eaton)

Mayor Gutierrez recognized Water/Wastewater Superintendent Zach Eaton, who introduced Ordinance 25-F-006 highlighting proposed amendments to the 2023 Drought Contingency Plan, bringing it compliant with TCEQ requirements.

Public Hearing opened at 8:04 p.m.  
No residents came forward to speak.  
Public Hearing closed at 8:04 p.m.

No Council discussion occurred.

Mayor Gutierrez recognized Councilmember Brown, who made the motion to approve Ordinance 25-F-006, seconded by Councilmember Michelle Watson.

AYE: Councilmember Mark Davis, Councilmember Michelle Watson,  
Councilmember Ben Guerrero, Councilmember Robert Westbrook,  
Councilmember Tim Brown

Other: Mayor Pro-Tem Allison Heyward (ABSENT)

Passed

## Workshop

16. **Workshop Discussion on the Integration of Space Force into Veterans Memorial Plaza** (S.Gonzalez/L.Shrum)

Mayor Gutierrez recognized Parks Manager Jerad Montney who provided details regarding the integration of Space Force into Veterans Memorial Plaza. Parks worked with the LUCK Design Team (landscape architect) as well as local focus groups such as The Chamber Military Affairs Committee, the Parks and Recreation Advisory Board, Ruth Tienor and the original committee, and City Council. He explained the integration of Space Force and the addition of two additional monuments (Purple Heart and Gold Star). He closed the presentation with the proposed cost and timeline for completion.

Mayor Gutierrez opened the floor for discussion. Questions regarding the placement of flags, pavers, and the timeline were addressed.

**17. Workshop Discussion on the upcoming Request For Proposal for Municipal Solid Waste (S.Williams/S.Gonzalez)**

Mayor Gutierrez recognized Assistant City Manager Sarah Gonzalez who opened the discussion on the upcoming Request for Proposal for Municipal Solid Waste. She provided a history of services in Schertz, an overview of current services provided, the RFP process, and Communication/next steps. Ms. Gonzalez then introduced Mr. Lynn Lantrip, consultant charged with putting together the RFP, reviewing proposals, and helping secure the best value contractor for the City. He outlined the timeline, options, and the general provisions and requirements set for the vendors. Following his presentation, Public Affairs Director Linda Klepper stated her department would be gathering feedback from residents through a partnership with Flash Vote, which is a software system that allows the city to quickly and easily survey residents using short polls to obtain statistically valid results. Public Affairs is also working on a full campaign that will be launched as soon as the new contract is executed.

Mayor Gutierrez opened the floor to council for discussion. Councilmembers posed questions regarding the criteria used for selection to which staff and the consultant responded.

**Information available in City Council Packets - NO DISCUSSION TO OCCUR**

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

**19. Update on EcoBrite Cleaning Contract Changes**

**Requests and Announcements**

**● Requests by Mayor and Councilmembers for updates or information from Staff**

No requests were brought forward by 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 were brought forward by the Mayor or Councilmembers that items or presentations be placed on a future City Council agenda.

**● City and Community Events attended and to be attended (Council)**

\*Mayor Pro-Tem Heyward stated she attended the TML Risk Pool Board Meeting.

\*Councilmember Westbrook attended the Bob Mills Opening, the Tri-County Mixer, and the Tae Kwon Do Exhibition.

\*Councilmember Brown attended the Bob Mills Opening.

**Adjournment**

Mayor Gutierrez adjourned the meeting at 8:39 p.m.

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** Engineering  
**Subject:** Resolution 25-R-003 – Authorizing a professional services agreement with Kimley-Horn and Associates, Inc. for the design of the Schertz Forest Roadway and Waterline Improvements Project (B.James/K.Woodlee/J.Nowak)

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**BACKGROUND**

The Schertz Forest subdivision, comprising Robin Hood Way; Sherlock Lane; Nottingshire; Maid Marion; Will Cloudesley and Guy Guisborne was originally part of the 2024 SPAM project. Most of the streets were in the resurfacing project, while a portion of Robin Hood Way and Sherlock were in the rehabilitation project. As the project design was being completed, the project was removed from the SPAM project because the water line in Robin Hood Way, Sherlock Lane, and Nottingshire (the main "loop" through the subdivision) needs to be replaced and up-sized. Staff decided to combine the water line replacement with the street work, much like was done for the Buffalo Valley South project. This requires a new Task Order for one of our on-call Engineering Firms to add the water line replacement work to the planned street work to create the full, new project. Kimley-Horn was selected as the on-call firm to complete this task as they did the design for the street work and already had some survey data needed for the water line replacement.

As Kimley-Horn was re-visiting the project area to prepare a scope and fee proposal for the water line replacement, they noted that the rehabilitation section had deteriorated significantly and the curb lines had settled/moved since their last site visit. This rapid deterioration appears to be due to poor drainage in these street segments. Additionally, the moving curb has increased the drainage issues to some degree. The rehabilitation sections will now need reconstruction to also replace the curbs and to improve drainage in this area. Kimley-Horn has included some additional design effort in the scope and fee for this Task Order to add in reconstruction of these street segments to the project effort.

With approval of the Task Order, Kimley-Horn will immediately proceed with the water line replacement design and the design modifications to the street work. Staff anticipates construction will begin in Late Summer.

**GOAL**

Have Council authorize the City Manager to execute the Task Order for water line replacement design and street reconstruction modifications and bid package for the Schertz Forest Subdivision.

**COMMUNITY BENEFIT**

Replacement of the water line will add additional flow capacity in the water system in Schertz Forest area, increasing the fire flow capabilities of the water system. The planned street work will perform repairs and provide a new driving surface to most of the streets in the subdivision. The resurfacing effort will "reset" the streets to a high PCI score and preserve them. A couple of street segments will be reconstructed to improve drainage and help preserve the pavement life. The street improvements will also improve the ride quality of the streets for the residents.

## **SUMMARY OF RECOMMENDED ACTION**

Approval of the Task Order for Kimley-Horn and Associates Inc. for \$691,016.56 and a not to exceed amount of \$720,000.00 for the Schertz Forest Roadway and Waterline Improvements project. The on call contract with Kimley-Horn and Associates has not yet been executed. As such, staff will not execute the Task Order until the on call contract has been executed.

## **FISCAL IMPACT**

Funding for the Task Order is available from Water Impact Fees and Bonds. The street work and the water line replacement work are both in the approved CIP, although as separate projects. The bonds plan to be issued this August for the 2025 projects.

## **RECOMMENDATION**

Approve Resolution 25-R-003

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### **Attachments**

CIP Proejct Sheets  
Resolution 25-R-003

# CITY OF SCHERTZ

## CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Water	Project Code:	
Project Title:	Robin Hood Way Waterline Replacement		
Project Manager:	Engineering		
Location Description:	Robin Hood Way off E FM 1518 N		
Project Summary:	Upsizing approximately 6,670 LF of existing 8" water line to 12" water line along Robin Hood Way. Upgrades are needed for fire flow. NT-W10		
Start Date:	10/1/2024	Note: this sheet is for the water line improvements only. The project also includes the street work that was previously removed from the 2024 SPAM project.	
Completion Date:	Apr-25		

### Project Forecast

	Prior									
	Appropriation	2023-24	2024-25	2025-26	2026-27	2027-28	2028-33	Total Cost		
Funding Source										
Water Impact Fees	\$ -	\$ -	\$ 662,000	\$ -	\$ -	\$ -	\$ -	\$ 662,000		
Bonds	\$ -	\$ -	\$ 3,988,000	\$ -	\$ -	\$ -	\$ -	\$ 3,988,000		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Funding Source	\$ -	\$ -	\$ 4,650,000	\$ -	\$ -	\$ -	\$ -	\$ 4,650,000		
Expenditure										
Land Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Professional Services	\$ -	\$ -	\$ 930,000	\$ -	\$ -	\$ -	\$ -	\$ 930,000		
Construction	\$ -	\$ -	\$ 3,720,000	\$ -	\$ -	\$ -	\$ -	\$ 3,720,000		
Total Expenditure	\$ -	\$ -	\$ 4,650,000	\$ -	\$ -	\$ -	\$ -	\$ 4,650,000		

# CITY OF SCHERTZ

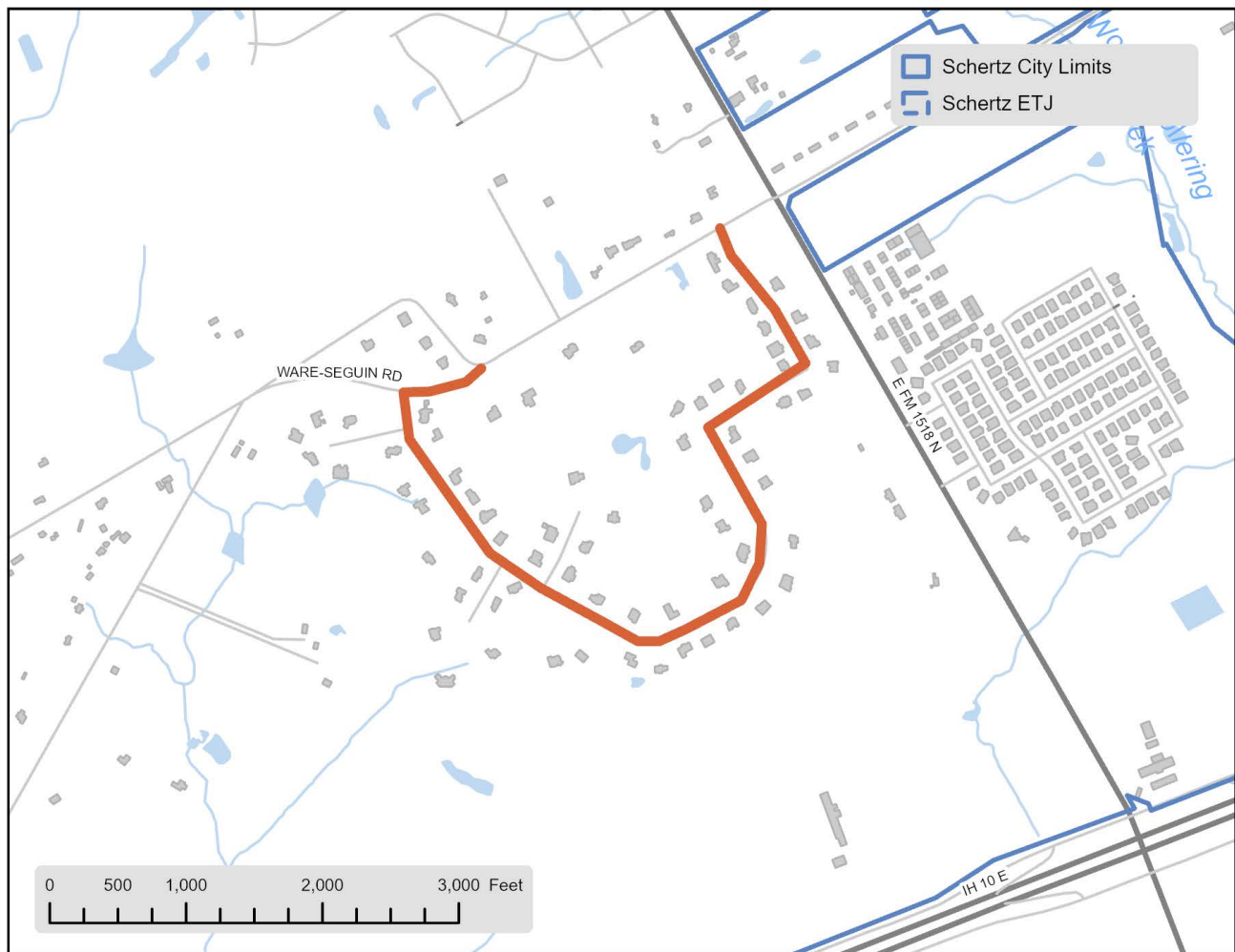
## CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:  Project Code:

Project Title:

Location:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



ROBIN HOOD WAY WATERLINE  
REPLACEMENT

**SCHERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY

**RESOLUTION NO. 25-R-003**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPEDITURES WITH KIMLEY-HORN AND ASSOCIATES, INC., TOTALING NO MORE THAN \$720,000, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE SCHERTZ FOREST ROADWAY AND WATERLINE IMPROVEMENTS PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to engineering and design for the Schertz Forest Roadway and Waterline Improvements Project; and

**WHEREAS**, City staff has determined that Kimley-Horn and Associates, Inc. is uniquely qualified to provide such services for the City; and

**WHEREAS**, Kimley-Horn and Associates, Inc. is an approved On-Call Engineering Firm for the City of Schertz; and

**WHEREAS**, pursuant to Section 252.022(a)(4), the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to contract with Kimley-Horn and Associates, Inc. pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the “Agreement”) up to a maximum total aggregate amount of \$720,000.

**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 Task Order Agreement with Kimley-Horn and Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of \$691,016.96 and authorize the City Manager to execute and deliver the Task Order in a not to exceed total aggregate amount of \$720,000.

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

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

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

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

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

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

PASSED AND ADOPTED, this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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Sheila Edmondson, City Secretary

(CITY SEAL)

**EXHIBIT A**

**TASK ORDER NO. 01 SERVICES AGREEMENT**

## TASK ORDER NO. [ 01 ]

This is Task Order No. [ 01 ],  
consisting of 38 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [ ], Owner and Engineer agree as follows:

### 1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Schertz, TX
c.	Engineer:	Kimley-Horn and Associates, Inc.
d.	Specific Project (title)	Schertz Forest Roadway and Waterline Improvements
e.	Specific Project (description):	<p>Rehabilitate existing roadways within the Schertz Forest subdivision, to include Robin Hood Way, Sherlock Lane, Nottingshire, Guy Guisborne, Will Cloudsley, Maid Marian.</p> <p>Replace existing 8-inch water main with a 12-inch main along Robin Hood Way, Sherlock Lane, Nottingshire and portions of Ware Seguin Road.</p> <p>Overall project will improve condition and grading of existing roadways, and upgrade water line to provide needed capacity to subdivision.</p>
f.	Related Task Orders Supplemented by this Task Order:  Superseded by this Task Order:	<p>Primary task order for this project</p> <p>N/A</p> <p>N/A</p>

Task Order.



## 2. BASELINE INFORMATION

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	Schertz Forest Roadway and Water Line Improvements
Type and Size of Facility:	Existing neighborhood streets and 8-inch water main
Description of Improvements:	Rehabilitate existing roadways including Robin Hood Way, Sherlock Lane, Nottingshire, Guy Guisborne, Will Cloudsley, and Marian Way. Sections of Robin Hood Way, Sherlock Lane and Nottingshire will require regrading and potential reconstruction to improvement drainage and subgrade conditions.  Replace existing 8-inch water main with 12-inch water main on Robin Hood Way, Sherlock Lane, Nottingshire, and a portion of Ware Seguin Road near the Robin Hood Way intersection.
Expected Construction Start:	January 2026
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	Schertz Forest subdivision
Current Specific Project Budget:	Unknown
Funding Sources:	Unknown
Known Design Standards:	City of Schertz, supplemented by Texas Department of Transportation and City of San Antonio
Known Specific Project Limitations:	Intent is to rehabilitate most roadways within subdivision. Rehabilitation limits will include limited horizontal and no vertical design. Design limits will include both horizontal and vertical design. Reference scope and fee proposal dated January 27, 2025 for additional items
Specific Project Assumptions:	Reference scope and fee proposal dated January 27, 2025 for additional items

Task Order.

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Other Pertinent Information:

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Reference scope and fee proposal dated January 27, 2025 for additional items

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### 3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
- ☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Reference scope and fee proposal dated January 27, 2025 for detailed scope of base and supplemental services.]**
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services: **[RPR services excluded from scope of work]**
1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **[Subsurface Utility Engineering (SUE) Services]** are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

### 4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

### 5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[Reference scope and fee proposal dated January 27, 2025.]**

### 6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Also, Reference scope and fee proposal dated January 27, 2025.]**
- Data Collection and 50% Design Phase – 195 calendar days

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Task Order.

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Page 3 of 7

- Data Collection – 90 days
- Design – 90 days
- City Review – 15 days
- Final Design Phase – 60 calendar days
- Bid Phase – 55 calendar days
  - Finalize Project Manual – 10 days
  - Typical Bidding Phase – 30 days
  - Evaluation and Council Approval – 15 days

## 7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Task	Description of Service	Amount	Basis of Compensation
	<b>BASIC SERVICES</b>		
1	Project Management	\$ 50,665.00	[ Lump Sum ]
2	Data Collection	\$ 126,396.56	[ Lump Sum ]
3	50% Design Phase	\$ 248,305.00	[ Lump Sum ]
4	Final Design Phase	\$ 127,940.00	[ Lump Sum ]
5	Bid Phase Services	\$ 25,760.00	[ Lump Sum ]
6	Construction Phase Services	\$ 75,100.00	[ Lump Sum ]
7	Project Closeout	\$ 12,580.00	[ Lump Sum ]
8	Reimbursable Project Expenses	\$ 1,680.00	[ Lump Sum ]
	<b>TOTAL COMPENSATION (BASIC SERVICES)</b>	<b>\$ 668,426.56</b>	
	<b>SUPPLEMENTAL SERVICES</b>		
S-1	Subsurface Utility Engineering (SUE)	\$ 22,590.00	[ See Proposal ]
	<b>TOTAL COMPENSATION (SUPPLEMENTAL SERVICES)</b>	<b>\$ 22,590.00</b>	
	<b>TOTAL COMPENSATION (BASIC + SUPPLEMENTAL SERVICES)</b>	<b>\$ 691,016.56</b>	

\*Based on a [18]-month continuous design and construction period.

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

Task Order.

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**8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:**

- A. [McGray and McGray Land Surveyors, Inc. – Topographic Surveying, Terracon – Geotechnical Engineering, Underground Services, Inc. dba SoftDig – Supplemental SUE Services]

**9. EXHIBITS AND ATTACHMENTS:**

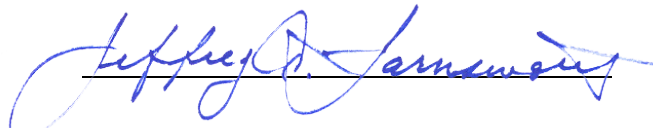
- A. Exhibit A to Task Order—Engineer's scope and fee proposal dated January 27, 2025

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Jeff Farnsworth, PE

Title: \_\_\_\_\_

Title: Vice President

Engineer's License or Firm's  
Certificate No. (if required): 80190

State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Nowak, PE

Name: Stephen Aniol, PE

Title: Assistant City Engineer

Title: Sr. Project Manager

Address: 11 Commercial Place  
Schertz, TX 78154

Address: 10101 Reunion Place, Ste. 400,  
San Antonio, TX 78216

Task Order.

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E-Mail  
Address: stephen.aniol@kimley-horn.com

Phone: 210.619.1825

Phone: 210.321.3404

Date: \_\_\_\_\_

Date: January 27, 2025



January 27, 2025

John Nowak, PE  
Assistant City Engineer  
City of Schertz - Engineering  
10 Commercial Place  
Schertz, Texas 78154

**RE:     *Schertz Forest Roadway and Water Line Improvements Project – TO-01  
Scope and Fee Proposal***

Dear Mr. Nowak:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this scope and fee proposal to the City of Schertz ("City") for professional engineering services for the Schertz Forest Roadway Improvements and Water Line Relocation project ("Project"). This project consists of street rehabilitation and the upsizing of an existing 8-inch water main to 12-inches within the Schertz Forest subdivision.

## **PROJECT UNDERSTANDING**

Per correspondence between the City and Kimley-Horn, the goal of this project is to replace the existing 8-inch water main with a new 12-inch line on Robin Hood Way, Sherlock Lane, Nottingshire, and a small segment of Ware Seguin Road. Additionally, street rehabilitation will be evaluated for Robin Hood Way, Sherlock Lane, Nottingshire, Guy Guisborne, Will Cloudsley, and Maid Marian. The intent of the road work is to rehabilitate the existing pavement section with either asphalt or cement emulsion and install a new surface course for the full project limits. Topographic survey will be obtained on Robin Hood Way, Sherlock Lane, Nottingshire, and within the limits of the water main replacement on Ware Seguin Road. Soil borings and pavement cores will be obtained for specific locations identified in this proposal and combined with soil boring data collected with a previous assignment to produce a geotechnical engineering report. This report will document the soil characteristics, make recommendations for street reclamation and reconstruction alternates, and include considerations for utility construction. It is estimated that an approximate 2,000-foot segment along Robin Hood Way, Sherlock Lane and Nottingshire will require reprofiling and street reconstruction due to existing conditions of each roadway. Reconstruction of the pavement section for other locations within Schertz Forest subdivision will be considered based on the condition and availability of existing pavement and base material and the recommended pavement section included in the Geotechnical Engineering Report. It is understood that Kimley-Horn will provide full bid and construction phase services for the City after completion of the final design package. At the conclusion of construction, Kimley-Horn will develop record drawings using redlines, as-built and in the field conditions, provided by the Contractor.

## **BASE SCOPE OF SERVICES**

The below tasks outline the detailed base scope of services to be completed by Kimley-Horn based on our understanding of the project. Also attached with this proposal is a project work plan that details out the tasks to be performed and expected level of effort along with scope and fee proposals provided by our sub-consultant partners.

**Task 1: Project Management**

1. Project Management
  - Including invoicing with description of services performed. Approximate schedule from Notice to Proceed (NTP) to completion of bid phase services is estimated at 12-months.
2. Subcontract Management
  - Prepare subconsultant contracts for survey and geotechnical services
  - Subconsultant invoicing
  - Coordination of scope of work with subconsultants
3. Conduct internal design kick-off meeting
4. General design coordination with Kimley-Horn design team
5. General design coordination with City staff

**Task 2: Data Collection****Topographic Survey Services (McGray & McGray)**

1. Obtain detailed topographic survey to produce a digital terrain model (DTM) for survey limits identified in Attachment 2. This includes a Right-of-Way (ROW) to ROW survey with all improvements along Robin Hood Way, Sherlock Lane, and Nottingshire, and limited extensions on Ware Seguin Road and side streets including Guy Guisborne, Will Cloudsley, and Maid Marian. This topographic survey includes the following scope:
  - Cross sections at 50-foot intervals (ROW/top of curb/gutter/center line and/or striped line).
  - Cross sections at 50-foot intervals along drainage channels as noted in survey limits attachment.
  - Obtain elevations in grid style format at all intersections.
  - Locate and pick up noticeable sags/crests that do not follow the normal terrain.
  - Locate and pick up all irrigation control boxes, note presence of irrigation if visible.
  - Pick up curbing, flatwork, wheelchair ramps, driveway cuts, roadway pavement limits, striping, and signage.
  - Call "One Call", pick up utility locates and all visible utility appurtenances. Include water and sewer locates, including sanitary sewer manholes. For sanitary sewer manholes, notate pipe sizes and flow direction.
  - Locate and pick up all drainage infrastructure within project limits, including pipe sizes and flow direction.
  - Pick up all utility poles and guy wires. For each utility pole, obtain a spot shot on each side of the pole so diameter can be verified.
  - Locate and pick up all trees in the right-of-way and describe size and type (3" diameter and above).
  - Pick up any visible monumentation, apparent ROW, and available property pins to show ROW on files.
  - Provide primary and secondary project control outside of the construction footprint
  - Surveying to be performed in English Units – US Survey Feet, NAD 83 South Central Texas, using a surface coordinate system.
  - Prepare DTM.
  - Prepare project control sheet signed and sealed by Texas Licensed RPLS.
2. Design team survey review
  - Complete necessary site visits to review topographic improvements included in survey and provide comments.
  - Review DTM and provide comments



- Coordinate final resolution of comments
- General survey cleanup to meet Kimley-Horn CAD standards

**Geotechnical Engineering**

3. Geotechnical Engineering Services (Terracon)
  - Field exploration including six (6) boring cores and nine (9) pavement cores. Exhibits depicting proposed soil boring and pavement core locations included in Attachment 3.
  - Complete laboratory testing as specified in subconsultant scope and fee proposal, included in Attachment 3
  - Develop geotechnical engineering report to include items as noted in Attachment 3
4. Coordinate pavement boring and coring plan and drilling operations with subconsultant
5. Review boring logs and draft engineering report
6. Coordinate proposed and final pavement sections with City

**Task 3: 50% Design Phase**

The following scope will be completed with the 50% Design Phase:

**Utility Coordination**

1. Obtain and review available utility records
2. Prepare utility base map for survey areas
3. General utility coordination with service providers
4. Prepare utility conflict/coordination matrix
5. Prepare utility conflict exhibits
6. Attend utility coordination meeting

**General**

7. Prepare exhibits and attend one (1) public meeting
8. Review/incorporate survey control data into plans
9. Prepare cover and index of sheets
10. Prepare general and project specific construction notes
11. Prepare horizontal alignment data sheets
12. Quantity takeoff and prepare master quantity summary
13. Prepare individual quantity summaries per street

**Roadway – Intermediate Plan Development**

14. Site visits
  - Review current conditions and delineate proposed improvements
15. Develop horizontal alignments for the following streets:
  - Ware Seguin Road (within survey limits at Robin Hood Way)
  - Robin Hood Way
  - Sherlock Lane
  - Nottingshire
16. Rehabilitation Limits – Prepare plan sheets with geometric improvements
  - Plan sheets will be prepared at 40-scale, estimated 16 plan sheets.
  - To also include Guy Guisborne, Will Cloudsley, and Maid Marian.
  - Geometric improvements will be limited to limits of flatwork replacement with approximate measurements. No vertical data will be included in rehabilitation plans.
  - Identify impacts to existing features within ROW that may require adjustment.

17. Design Limits – Develop existing profiles and cross sections
18. Design Limits – Prepare horizontal geometrics
19. Design Limits – Develop DRAFT proposed profile
20. Design Limits – Develop DRAFT proposed cross sections
21. Design Limits – Develop DRAFT grading at circle, knuckle-sac, and Nottinghamshire
22. Design Limits – DRAFT outfall and ditch grading (Robin Hood Way and Nottinghamshire)
23. Design Limits – Driveway design (est. 20 driveways)
24. Prepare project layout sheets
25. Design Limits – Prepare typical sections (exist/prop) (Robin Hood Way, Sherlock Lane, and Nottinghamshire) (with pavement details)
26. Design Limits – Prepare driveway summary sheet
27. Design Limits – Prepare plan and profile sheets
  - Plan sheets will be prepared at 40-scale, estimated at 7 plan sheets
  - Total estimated limits of design limits is approximately 2,000-linear feet, for the following limits:
    - o Circle on Robin Hood Way to Sherlock Lane
    - o Sherlock Lane from Robin Hood Way to 12804 Sherlock Lane
    - o Nottinghamshire from Ware Seguin Road to 7137 Nottinghamshire
28. Design Limits – Prepare grading layout sheets (est. 1 each at circle, knuckle-sac, Nottinghamshire)
29. Design Limits – Prepare outfall and ditch grading sheets (Robin Hood Way and Nottinghamshire) (est. 1 each)
30. Design Limits – Prepare cross section sheets (3 per sheet, est. 16 sheets)

#### Water Plan Sheets – Intermediate Plan Development

31. Conduct site visits to confirm alignments and conflicts. Review proposed profile.
32. Develop DRAFT alignments
33. Develop route exhibits
34. Alignment review meeting with City
35. Prepare water project layout sheet
36. Update water alignments
37. Prepare plan and profile sheets (40 scale, est. 20 sheets)
38. Prepare project specific details
39. Incorporate relevant construction standards

#### Traffic Plan Sheets – Intermediate Plan Development

40. Prepare signage and pavement markings sheet (Ware Seguin Road) (est. 1 sheet)
41. Prepare draft sequence of work and construction narrative
42. Prepare draft traffic control plan
  - Detailed traffic control plan will be limited to Ware Seguin Road
  - Traffic control standards will be utilized for protection and movement of traffic within Schertz Forest subdivision
43. Prepare detour layout (Ware Seguin Road)

#### SW3P Plan Sheets – Intermediate Plan Development

44. Develop SW3P narrative
45. Prepare SW3P layouts (full limits) (100 scale, est. 6 sheets)

Miscellaneous

46. Update OPCC
47. Complete internal QC/QA for 50% submittal
48. Design team address internal 50% QC/QA comments
49. Compile and deliver 50% submittal package

**Task 4: Final Design Phase**

The following scope will be completed with the Final Design Phase:

1. Attend 50% design review meeting with City
2. Provide response to 50% comments to City
3. Conduct final site visits

Utility Coordination

4. Utility Coordination – Finalize utility conflict matrix

General

5. Finalize general sheets

Roadway Plan Sheets

6. Rehabilitation Limits – Finalize plan sheets
7. Rehabilitation Limits – Prepare miscellaneous details
8. Design Limits – Finalize horizontal geometrics
9. Design Limits – Finalize roadway design
10. Design Limits – Finalize roadway plan sheets
11. Design Limits – Prepare miscellaneous details
12. Incorporate relevant construction standards

Water Plan Sheets

13. Finalize design
14. Finalize construction details

Traffic and SW3P Plan Sheets

15. Finalize traffic plan sheets
16. Finalize SW3P plan sheets

Contract Documents

17. Coordination with Purchasing Department for contract development
18. Prepare table of contents and invitation to bidders document
19. Prepare bid schedule
20. Prepare supplemental conditions
  - Include applicable governing specifications, special specifications, supplemental specifications, and special provisions
21. Prepare owner and contractor agreement
22. Assemble draft project manual

Miscellaneous

23. Finalize quantities and OPCC
24. Internal QC/QA of final design plans

25. Prepare and deliver FINAL construction documents package

**Task 5: Bid Phase Services**

1. Finalize project manual
2. Assist City with project advertising
3. Prepare agenda and attend pre-bid meeting
4. Prepare pre-bid meeting notes
5. Prepare and issue addenda
6. Attend bid opening
7. Review Contractor qualifications and evaluate submitted bids
8. Prepare bid tabulation and low bid comparison with Engineer's OPCC
9. Prepare contract award recommendation letter
10. Prepare conformed documents

**Task 6: Construction Phase Services**

The following scope of services will be completed for the construction phase, assuming an 8-month construction schedule:

1. Attend pre-construction meeting
2. Review applicable shop drawings and material submittals
  - Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Material Submittals and other data the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
3. Review and respond to Contractor requests for information (RFIs)
  - Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any variations from the Contract Documents will require authorization and approval from the City.
4. Review and respond to Contractor change order proposals as requested by City
  - Kimley-Horn will review up to three (3) change orders or requests for proposals requested by the City.
5. Attend and conduct monthly construction progress meeting
  - Prepare agenda and meeting minutes for each meeting, documenting follow up action items.
6. Perform construction site visits for estimated duration of construction, assuming two site visits per month
  - Kimley-Horn will make site visits in accordance with proposed basic scope of work in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the City informed of the general progress of the work.
  - Additionally, Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means,

methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

7. Prepare monthly construction observation reports
8. Review monthly Contractor pay application and recommend action to City
9. Complete substantial and final completion walkthrough with City staff
  - Kimley-Horn will conduct a substantial and final completion walkthrough with the City to determine if the completed Work of Contractor is in general conformance with the Contract Documents. Kimley-Horn will develop a list of deficient items at the conclusion of the substantial completion walk and submit to the City and Contractor.
10. Issue Final notice of acceptability of work
  - Upon notification by the Contractor and City that deficient items have been addressed to the City's satisfaction, Kimley-Horn will recommend final payment to the Contractor and submit a Notice of Acceptability of Work.

#### **Task 7: Project Closeout**

The following scope of services will be completed for the project closeout phase:

1. Prepare As-Built/Record Drawings
  - As-Built/Record Drawings will be based on "red-lined" made available to Kimley-Horn, to include an accurate depiction of improvements provided by the Contractor and as-constructed on the project site.
2. Address one (1) round of City comments
3. Finalize and submit as-built drawings
  - Both .pdf and CADD (.dwg) files will be provided with final deliverable.

#### **Task 8: Reimbursable Project Expenses**

1. Mileage for site visits
  - Estimated total of 40 site visits for design and construction

\*Mileage to be reimbursed based on the 2025 standard business mileage rate of 70 cents per mile.

**SUPPLEMENTAL SCOPE OF SERVICES**

The below tasks outline the supplemental service items included in this proposal, should they be needed or requested by the City:

**Task S-1: Subsurface Utility Engineering (SUE)**

1. Provide Quality Level (QL)-B (“designating”) and QL-A services
  - Complete QL-B services at proposed test hole locations
    - o Non-toneable utilities, including utilities without a tracer wire, may not be designated
    - o Utilities beneath stockpiled/stored materials/supplies may not be designated
    - o Effort includes up to eight (8) hours of utility designating
  - Complete up to seven (7) testholes (QL-A)
    - o Excavate by air/vacuum excavation at locations identified
    - o Effort includes up to four (4) days of sub-surface utility locating
  - Provide test hole data reports
  - Field mark and provide field sketches of utilities detected at test hole locations
  - Survey in QL-B/A locations
    - o Effort includes up to one (1) day of survey
  - Provide traffic control for SUE services
    - o Effort includes up to four (4) days of traffic control services

SUE services provided by a sub-consultant to Kimley-Horn will be completed on a time and material basis. Only services utilized by SUE sub-consultant will be invoiced.

2. Subcontract management and coordination
3. Prepare test hole exhibit/KMZ
4. Review SUE data
5. Update utility base file

Services provided by Kimley-Horn under this supplemental task will be completed on a lump sum basis.

**ASSUMPTIONS AND EXCLUSIONS**

The following items list assumptions made that serve as a basis for development of the above referenced scope of work and proposed fee included in the attached project work plan:

**ASSUMPTIONS**

- TxDOT permits will not be required for this project.
- Contractor will provide necessary TCP design drawings for areas not provided by Kimley-Horn, as indicated in the base scope of work
- Material testing and inspection services will be completed by the City.
- A total design schedule of 12-months and construction schedule of 8 months is anticipated for this project.
- Rehabilitation plans will be mostly complete at the conclusion of the 70% design phase
- Drainage improvements will be limited to the outfalls/roadside ditches flumes noted in the base scope of services. Hydrology and Hydraulic design will not be completed, the intent is to grade the project and parkway to drain.
- One round of combined City comments will be addressed at each design milestone
- City will utilize qualified low bid method for this project

### EXCLUSIONS

The following tasks have been excluded from the basic scope services and requested design fee, but can be completed by Kimley-Horn as an additional service should the project require or City need that service.

- Topographic survey for areas not identified in Attachment 2
- Detailed roadway design services for the complete project corridor. Design limits are as specified in the scope of work and Attachment 2.
- Detailed drainage design services to include Hydrology and Hydraulics and storm drain design
- TDLR plan review, registration and inspection
- Design milestones in addition to what is proposed for this project
- Additional round of comments to what is specified.
- Resident Project Representative (RPR)
- Any other services not listed in the basic scope of services or project work plan.

### **SCHEDULE**

Upon approval by City staff and Council and issuance of NTP, Kimley-Horn proposes to complete the data collection, design and bid phases of this project at the following schedule:

- Data Collection and 50% Design Phase – 195 calendar days
  - Data Collection – 90 days
  - Design – 90 days
  - City Review – 15 days
- Final Design Phase – 60 calendar days
- Bid Phase – 55 calendar days
  - Finalize Project Manual – 10 days
  - Typical Bidding Phase – 30 days
  - Evaluation and Council Approval – 15 days

### **FEE AND BILLING**

In accordance with the below fee summary table, Kimley-Horn will perform the above outlined base scope of services, including subconsultant services and project expenses, for a lump sum fee not to exceed **\$668,426.56**. Supplemental Services in the amount of \$22,590.00 has been included and will be billed as referenced in the scope section of this proposal. Kimley-Horn will proceed forward with supplemental services upon formal approval and authorization from the City. The total contract amount proposed for this project, including base and supplemental services, is an amount not to exceed **\$691,016.56**. The following fee summary table outlines the proposed fee by task for both base and supplemental services:


Task	Description of Service	Amount	Basis of Compensation
	<b>BASIC SERVICES</b>		
1	Project Management	\$ 50,665.00	[ Lump Sum ]
2	Data Collection	\$ 126,396.56	[ Lump Sum ]
3	50% Design Phase	\$ 248,305.00	[ Lump Sum ]
4	Final Design Phase	\$ 127,940.00	[ Lump Sum ]
5	Bid Phase Services	\$ 25,760.00	[ Lump Sum ]
6	Construction Phase Services	\$ 75,100.00	[ Lump Sum ]
7	Project Closeout	\$ 12,580.00	[ Lump Sum ]
8	Reimbursable Project Expenses	\$ 1,680.00	[ Lump Sum ]
	<b>TOTAL COMPENSATION (BASIC SERVICES)</b>	<b>\$ 668,426.56</b>	
	<b>SUPPLEMENTAL SERVICES</b>		
S-1	Subsurface Utility Engineering (SUE)	\$ 22,590.00	[ See Proposal ]
	<b>TOTAL COMPENSATION (SUPPLEMENTAL SERVICES)</b>	<b>\$ 22,590.00</b>	
	<b>TOTAL COMPENSATION (BASIC + SUPPLEMENTAL SERVICES)</b>	<b>\$ 691,016.56</b>	

Kimley-Horn will submit invoices to the City on a monthly basis for services performed. Each invoice will include a summary of work completed for the corresponding month.

We appreciate the opportunity to be of service to the City and look forward to successfully completing this project. Please don't hesitate to contact me at [stephen.aniol@kimley-horn.com](mailto:stephen.aniol@kimley-horn.com) or (210) 321-3404 should you have any questions on the proposed scope and fee

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**TBPE# 928**

  
By: Stephen J. Aniol, P.E.  
Senior Project Manager

#### Attachments

- 1 – Project Work Plan
- 2 – Survey Limits with Full Design Limits
- 3 – Subconsultant Scope and Fee Proposals
  - Topographic Survey Services
  - Geotechnical Engineering Services
  - SUE Services



	Project Name:	<b>Schertz Forest Rehabilitation and Water Line Improvements On-Call Engineering Services, Task Order - 01</b>												
	Design Firm:													
	Date Proposal Submitted:													
	CoS Project Manager:													
	Kimley-Horn Project Manager:	Kimley-Horn and Associates, Inc. 1/27/2025 John Nowak, PE Stephen Aniol, PE												
	Position/Personnel Title	QA/QC Manager	Sr. Project Manager	Senior Civil Engineer	Civil Engineer	Staff Engineer III	Staff Engineer II	Staff Engineer I	Accountant	Admin		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Proposed Staff Rates	\$ 305.00	\$ 290.00	\$ 285.00	\$ 190.00	\$ 160.00	\$ 150.00	\$ 140.00	\$ 150.00	\$ 115.00				
	Task to be performed/Phase Description (including Sub-consultant work)										Total Hours			
	BASIC SERVICES													
1	Project Management	0	94	17	58	2	18	2	16	16	223	\$ 50,665.00	\$ -	\$ 50,665.00
1.1	Project Management		36						16	16	68	\$ 14,680.00		
1.2	Subcontract Management and Coordination		12		16		16				44	\$ 8,920.00		
1.3	Internal design kick-off meeting		2	1	4	2	2	2			13	\$ 2,525.00		
1.4	Internal design coordination		18	8	18						44	\$ 10,920.00		
1.5	General coordination with City staff		26	8	20						54	\$ 13,620.00		
2	Data Collection	1	7	0	10	10	20	20	0	0	68	\$ 11,635.00	\$ 114,761.56	\$ 126,396.56
	Survey										0	\$ -		
2.1	Topographic Survey Services (McGray & McGray Land Surveyors)										0	\$ -	\$ 92,113.56	
2.2	Survey review (including site visit)	1			4	8	20	20			53	\$ 8,145.00		
	Geotechnical Engineering										0	\$ -		
2.3	Geotechnical Engineering Services (Terracon)										0	\$ -	\$ 22,648.00	
2.4	Coordinate pavement boring plan, coring plan, and drilling operations		2		3						5	\$ 1,150.00		
2.5	Review boring logs and draft engineering report, meet with subconsultant to discuss		3			2					5	\$ 1,190.00		
2.6	Coordinate proposed pavement sections with City		2		3						5	\$ 1,150.00		
3	50% Design Phase	12	75	37	249	118	472	535	0	4	1502	\$ 248,305.00	\$ -	\$ 248,305.00
	Utility Coordination													
3.1	Obtain and review available utility records			1	3			10			14	\$ 2,255.00		
3.2	Prepare utility base map for survey area		2		8			24			34	\$ 5,460.00		
3.3	General utility coordination with service providers		4	2	8		8				22	\$ 4,450.00		
3.4	Prepare utility conflict/coordination matrix		2		2	8					12	\$ 2,240.00		
3.5	Prepare utility conflict exhibits		1		4			16			21	\$ 3,290.00		
3.6	Attend utility coordination meeting		2	2		2					6	\$ 1,470.00		
	General													
3.7	Prepare exhibits and attend public meeting		4		8			8			20	\$ 3,800.00		
3.8	Review/incorporate survey control data into plans				2			2			4	\$ 660.00		
3.9	Prepare cover and index of sheets				1			8			9	\$ 1,310.00		
3.10	Prepare general construction notes		3		8			10			21	\$ 3,790.00		
3.11	Prepare horizontal alignment data sheets				1			3			4	\$ 610.00		
3.12	Quantity takeoff and prepare master quantity summary sheet		3	2	8	4	20	16			53	\$ 8,840.00		
3.13	Prepare individual quantity summaries (per street)		1		2		8	12			23	\$ 3,550.00		
	Roadway Plan Sheets													
3.14	Site visits to review current conditions and delineate proposed improvements		4		8			8			20	\$ 3,800.00		
3.15	Develop horizontal alignments (Survey Limits) (Ware-Seguin Road, Robin Hood Way, Sherlock Lane, Nottingshire)		1		2		12				15	\$ 2,470.00		
3.16	Rehab Limits - Prepare plan sheets with geometric improvements (40 scale, est. 16 sheets)		4		24		60	60			148	\$ 23,120.00		
3.17	Design Limits - Develop existing profiles and cross sections		2		8	32					42	\$ 7,220.00		
3.18	Design Limits - Prepare horizontal geometrics		2		8		16				26	\$ 4,500.00		
3.19	Design Limits - Develop DRAFT proposed profile		4		10	24	32				70	\$ 11,700.00		
3.20	Design Limits - Develop DRAFT proposed cross sections										0	\$ -		
3.21	Design Limits - Develop DRAFT grading at circle, knuckle-sac, and Nottingshire		2		4	16					22	\$ 3,900.00		
3.22	Design Limits - DRAFT outfall and ditch grading (Robin Hood Way and Nottingshire)		1		4	8					13	\$ 2,330.00		
3.23	Design Limits - Driveway design (est. 20 driveways)		2		4		16				22	\$ 3,740.00		
3.24	Prepare project layout sheets				2			12			14	\$ 2,060.00		
3.25	Design Limits - Prepare Typical Sections (Existing/Proposed) (per Robin Hood Way, Sherlock Lane, and Nottingshire) (with Pavement Details)		2		4		16	16			38	\$ 5,980.00		
3.26	Design Limits - Prepare driveway summary sheet				2		4	2			8	\$ 1,260.00		
3.27	Design Limits - Prepare plan and profile sheets (40 scale, est. 7 sheets)		4		14		30	40			88	\$ 13,920.00		

	Project Name:	<b>Schertz Forest Rehabilitation and Water Line Improvements On-Call Engineering Services, Task Order - 01</b>												
	Design Firm:													
	Date Proposal Submitted:													
	CoS Project Manager:													
	Kimley-Horn Project Manager:	Kimley-Horn and Associates, Inc. 1/27/2025 John Nowak, PE Stephen Aniol, PE												
	Position/Personnel Title	QA/QC Manager	Sr. Project Manager	Senior Civil Engineer	Civil Engineer	Staff Engineer III	Staff Engineer II	Staff Engineer I	Accountant	Admin		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Proposed Staff Rates	\$ 305.00	\$ 290.00	\$ 285.00	\$ 190.00	\$ 160.00	\$ 150.00	\$ 140.00	\$ 150.00	\$ 115.00				
	Task to be performed/Phase Description (including Sub-consultant work)										Total Hours			
3.28	Design Limits - Prepare grading layout sheets (est. 1 each at circle, knuckle-sac, Nottingshire)		2		3		8	12			25	\$ 4,030.00		
3.29	Design Limits - Prepare outfall and ditch grading sheets (Robin Hood Way and Nottingshire) (est. 1 each)		1		2		4	12			19	\$ 2,950.00		
3.30	Design Limits - Prepare cross section sheets (3 per sheet, est. 16 sheets)		2		4		8	16			30	\$ 4,780.00		
	Water Plan Sheets													
3.31	Site visit to review alignment options and utility conflicts			6	8		8				22	\$ 4,430.00		
3.32	Develop DRAFT alignments			3	8		16				27	\$ 4,775.00		
3.33	Develop route exhibits		1	4	8		16	16			45	\$ 7,590.00		
3.34	Alignment review meeting with City		2		2		4				8	\$ 1,560.00		
3.35	Prepare water project layout			1	2		2	8			13	\$ 2,085.00		
3.36	Update water alignments			2	4		10				16	\$ 2,830.00		
3.37	Prepare plan and profile sheets (40 scale, est. 20 sheets)			10	20		80	100			210	\$ 32,650.00		
3.38	Prepare project specific details			1	2		6	4			13	\$ 2,125.00		
3.39	Incorporate relevant construction standards			1	1		4	4			10	\$ 1,635.00		
	Traffic Plan Sheets													
3.40	Signage and Pavement Markings (Ware-Seguin Road) (est. 1 sheet)		1		1		4	4			10	\$ 1,640.00		
3.41	Prepare draft sequence of work and construction narrative		1		1	4		2			8	\$ 1,400.00		
3.42	Prepare draft traffic control plan (Ware-Seguin Road)		2		4		12				18	\$ 3,140.00		
3.43	Prepare detour layout (Ware-Seguin Road)		1		2			8			11	\$ 1,790.00		
	SW3P Plan Sheets													
3.44	Develop SW3P Narrative		1		2	4		4			11	\$ 1,870.00		
3.45	SW3P Layout (full limits) (100 scale, est. 6 sheets)		4		8		12	40			64	\$ 10,080.00		
	Miscellaneous													
3.46	Prepare OPCC		2		4		8				14	\$ 2,540.00		
3.47	QC/QA 50% Submittal	12									12	\$ 3,660.00		
3.48	Address internal QC/QA comments		4	2	10	16	40	50			122	\$ 19,190.00		
3.49	Compile and deliver 50% submittal package		1		4		8	8		4	25	\$ 3,830.00		
4	Final Design Phase	6	63	12	142	52	242	218	0	20	755	\$ 127,940.00	\$ -	\$ 127,940.00
4.1	50% design review meeting with City		2		2		2				6	\$ 1,260.00		
4.2	Provide response to City 50% comments		5		8	12					25	\$ 4,890.00		
4.3	Final site visits		2		6		6				14	\$ 2,620.00		
	Utility Coodination													
4.4	Utility Coordination - Finalize conflict matrix		2		4	4					10	\$ 1,980.00		
	General													
4.5	Finalize general sheets		2		4		12	20			38	\$ 5,940.00		
	Roadway Plan Sheets													
4.6	Rehab Limits - Finalize plan sheets		4		12		24	30			70	\$ 11,240.00		
4.7	Rehab Limits - Prepare miscellaneous details		1		1		10				12	\$ 1,980.00		
4.8	Design Limits - Finalize horizontal geometrics		1		4		12				17	\$ 2,850.00		
4.9	Design Limits - Finalize roadway design		6		10	20					36	\$ 6,840.00		
4.10	Design Limits - Finalize roadway plan sheets		12		24	12	40	50			138	\$ 22,960.00		
4.11	Design Limits - Prepare miscellaneous details				2		4	4			10	\$ 1,540.00		
4.12	Incorporate relevant construction standards		1		1		4	4			10	\$ 1,640.00		
	Water Plan Sheets													
4.13	Finalize design and construction plans		2	10	20		48	60			140	\$ 22,830.00		
4.14	Finalize construction details		1		4		8	16			29	\$ 4,490.00		
	Traffic and SW3P Plan Sheets													
4.15	Finalize Traffic Plan Sheets		1		2	2	8	8			21	\$ 3,310.00		
4.16	Finalize SW3P Plan Sheets		1		2	2	8	8			21	\$ 3,310.00		
	Contract Documents													
4.17	Coordination with Purchasing Department for contract development				2						2	\$ 380.00		
4.18	Prepare table of contents and invitation to bidders document				1		4				5	\$ 790.00		

# ATTACHMENT 1 PROJECT WORK PLAN

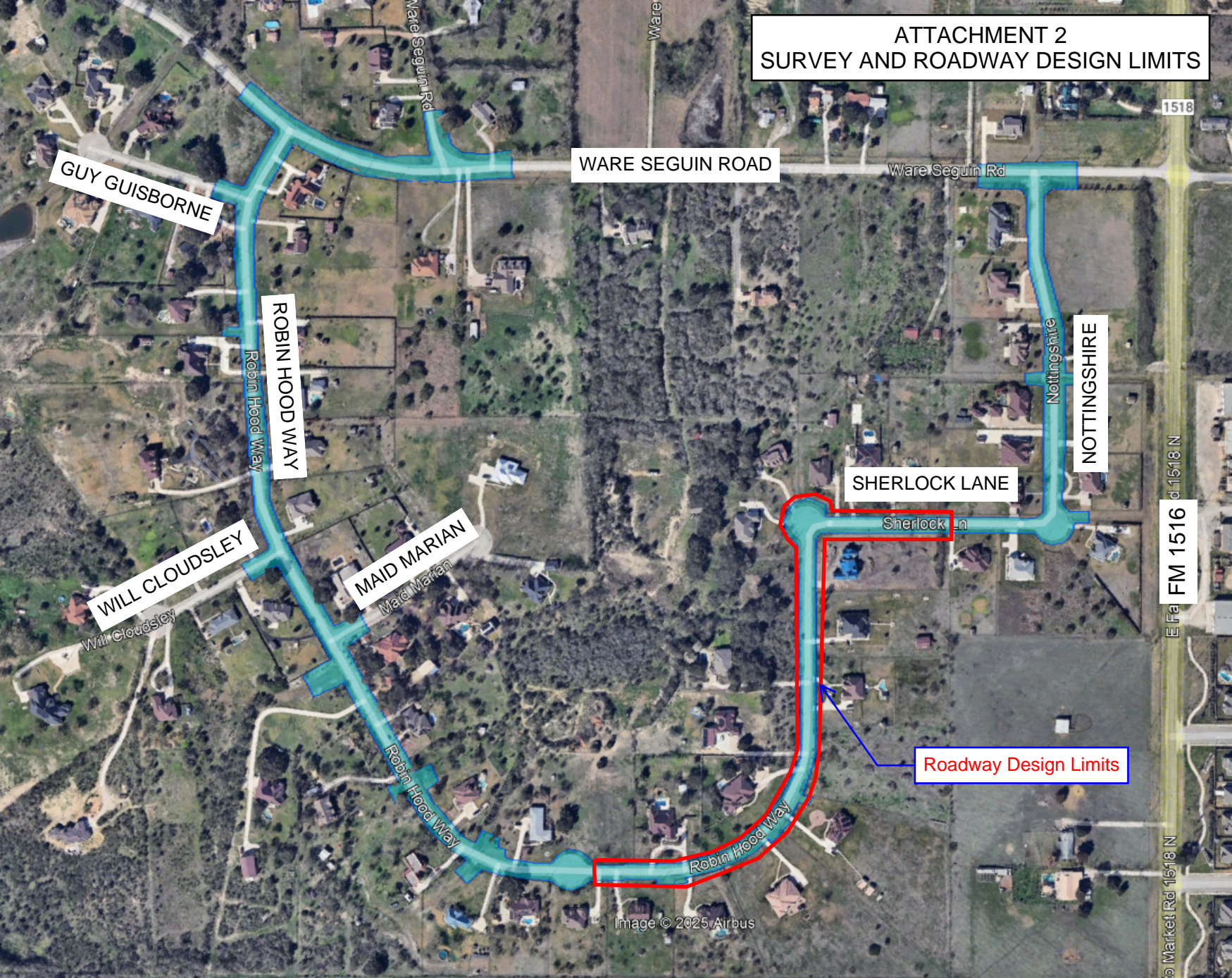
	Project Name:	Schertz Forest Rehabilitation and Water Line Improvements
		On-Call Engineering Services, Task Order - 01
	Design Firm:	Kimley-Horn and Associates, Inc.
	Date Proposal Submitted:	1/27/2025
	CoS Project Manager:	John Nowak, PE
	Kimley-Horn Project Manager:	Stephen Aniol, PE

[illegible]

	Project Name:	Schertz Forest Rehabilitation and Water Line Improvements On-Call Engineering Services, Task Order - 01												
	Design Firm:	Kimley-Horn and Associates, Inc. 1/27/2025 John Nowak, PE Stephen Aniol, PE												
	Date Proposal Submitted:													
	CoS Project Manager:													
	Kimley-Horn Project Manager:													
	Position/Personnel Title	QA/QC Manager	Sr. Project Manager	Senior Civil Engineer	Civil Engineer	Staff Engineer III	Staff Engineer II	Staff Engineer I	Accountant	Admin		Consultant Fee Total	Sub-Consultant Fee Total	Fee Total
	Proposed Staff Rates	\$ 305.00	\$ 290.00	\$ 285.00	\$ 190.00	\$ 160.00	\$ 150.00	\$ 140.00	\$ 150.00	\$ 115.00				
	Task to be performed/Phase Description (including Sub-consultant work)										Total Hours			
	SUPPLEMENTAL SERVICES													
S-1	Subsurface Utility Engineering (SUE)	0	4	0	9	4	12	0		0	29	\$ 5,310.00	\$ 17,280.00	\$ 22,590.00
S1.1	Subsurface Utility Engineering (SUE) Services (QL-A/QL-B)										0	\$ -	\$ 17,280.00	
S1.2	Subcontract management and coordination		2		4				4		10	\$ 1,340.00		
S1.3	Prepare pothole exhibit/KMZ		1			4					5	\$ 930.00		
S1.4	Review SUE data		1		3						4	\$ 860.00		
S1.5	Update utility base file				2		12				14	\$ 2,180.00		
	Total Hours (Supplemental Services):	0	4	0	9	4	12	0		0	29			
	Total Fee (Supplemental Services):											\$ 5,310.00	\$ 17,280.00	\$ 22,590.00
	TOTAL FEE (Basic + Supplemental Services):											\$ 558,975.00	\$ 132,041.56	\$ 691,016.56



ATTACHMENT 2  
SURVEY AND ROADWAY DESIGN LIMITS



GUY GUISBORNE

WARE SEGUIN ROAD

ROBIN HOOD WAY

WILL CLOUDSLEY

MAID MARIAN

SHERLOCK LANE

NOTTINGSHIRE

Roadway Design Limits

1518

FM 1516

Market Rd 1518 N

# McGRAY & McGRAY LAND SURVEYORS, INC.

3301 HANCOCK DRIVE, SUITE 6  
AUSTIN, TEXAS 78731  
[512] 451-8591 FAX [512] 451-8791

ATTACHMENT 3  
SUBCONSULTANT PROPOSAL  
SURVEY

## TRANSMITTAL

---

<b>TO:</b>	Kimley-Horn Attn: Stephen Aniol, P.E. 10101 Reunion Place Suite 400 San Antonio, TX 78216	<b>DATE:</b>	November 14, 2024
<b>PHONE:</b>	(210) 321-3404	<b>FROM:</b>	Patsy Trevino for Chris Conrad
<b>EMAIL:</b>	Stephen.Aniol@kimley-horn.com	<b>RE:</b>	Revised Proposal for Topographic Surveying Services for the Schertz Forest Roadway and Water Line Improvements Project, Schertz, Texas

---

WE ARE SENDING YOU   X   Attached        Under separate cover the following items:

### COPIES

### DESCRIPTION

1 Revised Proposal

☐ For Your Approval

☒ For Your Information

☐ As Requested

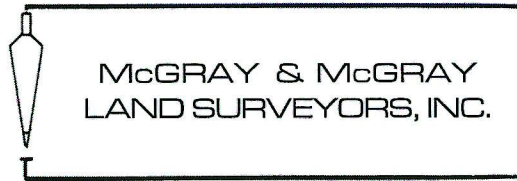
☐ For Review and Comment

**REMARKS:** Thank you,  
Chris  
TBPELS Survey Firm #10095500

**SENT VIA:** ☐ Delivery Service ☐ FedEx ☐ Mail ☐ Fax ☒ Email ☐ Other:

*If you received this message incomplete or illegible, or if enclosures are not as noted, please notify us at once*





November 14, 2024

Stephen Aniol, P.E.  
Kimley-Horn  
10101 Reunion Place  
Suite 400  
San Antonio, TX 78216  
(210) 321-3404

VIA EMAIL:  
Stephen.Aniol@kimley-horn.com

**RE: Revised Proposal for Topographic Surveying Services for the Schertz Forest Roadway and Water Line Improvements Project, Schertz, Texas**

Dear Mr. Aniol:

We appreciate the opportunity to present you with this revised proposal for the above referenced project. The following represents our understanding of the area to survey and scope of services. Our fee proposal follows.

**Survey Limits (Within Right-of-Way):**

1. The following streets as highlighted in "RED" on attached Exhibit "A":

- Ware-Seguin Road (3 locations) - **1,340 L.F.**
- Robinhood Way - **4,255 L.F.**
- Sherlock Lane - **735 L.F.**
- Nottingshire - **1,040 L.F.**
- Guy Guisborne - **100 L.F.**
- Will Cloudsley - **100 L.F.**
- Maid Marian - **100 L.F.**

A total of **7,670 L.F.** of roadway.

2. Topographic survey of ten (10) swales, for a total of **650 L.F.**

**Survey Control:**

- All data will be provided using the Texas State Plane, Horizontal data being based on NAD83, and Vertical data based on NAVD88 coordinate system, South Central Zone, with all coordinates in Grid. A Grid to Surface Scale factor will be noted.

**Scope of Services:**

**Design Surveying Services**

1. Elevations shall be obtained at of a maximum of 50-foot intervals, along with break lines as required, to provide a digital topographic design file at 1-foot contour intervals. The cross section will be between the apparent right-of-way lines.
2. Locate and identify all above ground features within the survey limits including buildings, fences, mailboxes, sidewalks, driveways, guardrails, signs, telecom boxes, visible utilities, utility poles, manholes, water valves with top of nut elevations, and water meters.
3. Identify types of existing pavement surfaces for streets, sidewalks and driveways. Locate and identify existing traffic signals including base, street signs and control boxes.
4. Locate sufficient monumentation to define the right-of-way lines.
5. Trees that are 3-inches, and larger, in diameter shall be measured, identified and tagged with a point number.

**Deliverables:**

- A. An AutoCAD Civil3D (ver. 2024) drawing file using Kimley-Horn CAD Standards.
- B. The units of the drawing file shall be U.S. survey feet.

**Fees:**

**Design Surveying Services (Non-Taxable):**

2 Man Crew:	245 hrs @	\$190.00 /hr.= \$	46,550.00
Field Coordinator:	13 hrs @	\$91.35 /hr.= \$	1,187.55
Sr. Survey Tech:	125 hrs @	\$115.53 /hr.= \$	14,441.25
Survey Tech:	245 hrs @	\$95.38 /hr.= \$	23,368.10
LiDAR Terrestrial Scanner:	10 hrs @	\$100.00 /hr.= \$	1,000.00
Administrative/Clerical:	6 hrs @	\$85.97 /hr.= \$	515.82
RPLS:	14 hrs @	\$188.06 /hr.= \$	2,632.84
Project Manager:	12 hrs @	\$201.50 /hr.= \$	2,418.00
<b>TOTAL = \$</b>			<b>92,113.56</b>

Once we receive notice to proceed, we will visit with you to establish a schedule for this project.



Thank you for including us on this project. We look forward to the opportunity to work with you. If you think we have omitted any service you require or misinterpreted your request, please let me or Joe Webber know.

Sincerely,



Chris I. Conrad, RPLS  
Vice President  
TBPELS Survey Firm #10095500

Authorized to Proceed by:

---

Signature

Date

---

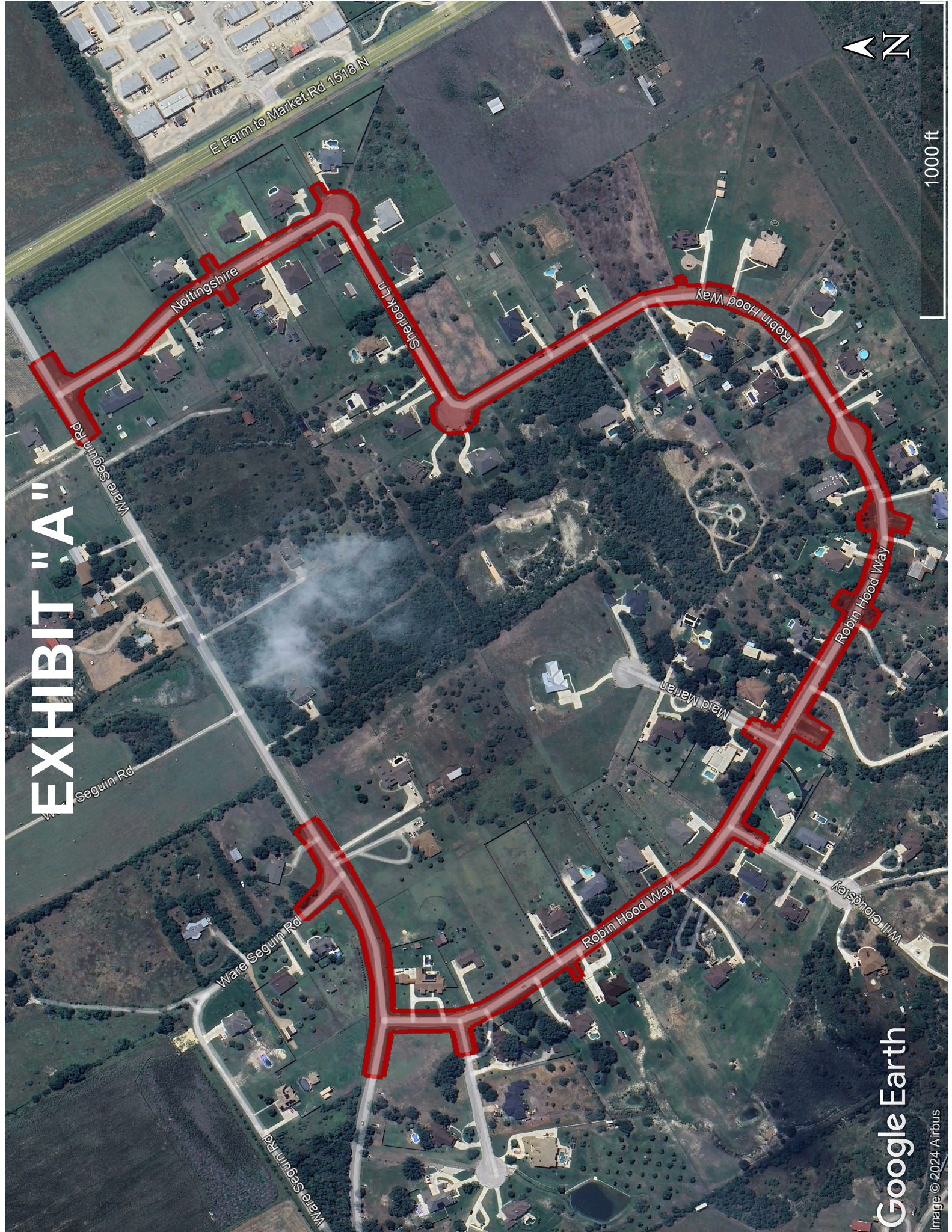
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Name

CIC:JDW:klr:pft  
Encl.



# EXHIBIT "A"



1000 ft





6000 Northwest Parkway, Suite 100  
San Antonio, TX 78249  
P (210) 641-2112  
**Terracon.com**

October 29, 2024

Kimley-Horn and Associates Inc.  
10101 Reunion Place, Suite 400  
San Antonio, TX 78216

ATTACHMENT 3  
SUBCONSULTANT PROPOSAL  
GEOTECH

**Attn:** Mr. Chance Dyess, P.E.  
P: (210) 728 – 6947  
E: Chance.Dyess@kimley-horn.com

**RE:** Revised Proposal for Geotechnical Engineering Services  
Schertz Forest – Robin Hood Way Rehabilitation and New Water Main  
Robin Hood Way  
Schertz, Texas  
Terracon Proposal No. P90245308R

Dear Mr. Dyess:

We appreciate the opportunity to submit this proposal to Kimley-Horn and Associates Inc. to provide Geotechnical Engineering services for the above-mentioned project. The following are exhibits to the attached proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan


The proposed Scope of Services may be authorized by a Purchase Order referencing the existing Master Services Agreement (dated August 4, 2021). Services will be initiated upon acceptance of PO and receipt of authorization with written notice to proceed (including e-mail). The terms, conditions and limitations stated in the Master Services Agreement, including sections of this Proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

Sincerely,

**Terracon**

(Firm Registration: TX F3272)

  
Carlos Cotilla  
Staff Engineer

  
Gregory P. Stieben, P.E.  
Senior Consultant

## Proposal for Geotechnical Engineering Services

Schertz Forest – Robin Hood Way Rehabilitation and New Water Main – Option 2 | Schertz, Texas  
October 29, 2024 | Terracon Proposal No. P90245308R

# Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Terracon previously provided a Geotechnical Report (Terracon Project No. 90215067, dated October 26, 2022) and a draft Geotechnical Report (Terracon Project No. 90235304, dated April 24, 2024) for the proposed reconstruction of Robin Hood Way. The findings in those reports may be used to supplement this new geotechnical study.

## Planned Construction

Item	Description
Information Provided	We have been provided the site location and exploration locations by the Client.
Roadways	The project includes the rehabilitation of Robin Hood Way, approx. 4,000 LF. Additionally, a new 12" water main will be installed along Robin Hood Way. We understand the water line will be installed at a depth of about 10 to 15 feet below grade.
Pavements	Only flexible (asphalt) pavement sections will be considered.

## Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is generally located along Robin Hood Way in Schertz, Texas.
Existing Improvements	Existing roadways.
Current Ground Cover	Asphalt.
Existing Topography	Unknown
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.

## Proposal for Geotechnical Engineering Services

Schertz Forest – Robin Hood Way Rehabilitation and New Water Main – Option 2 | Schertz, Texas  
October 29, 2024 | Terracon Proposal No. P90245308R

# Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections. The asphalt core observations and measurements from the previous Terracon Geotechnical Reports (Terracon Project No. 90215067, dated October 26, 2022) and draft Geotechnical Report (Terracon Project No. 90235304, dated April 24, 2024) will be used to supplement the rehabilitation recommendations for Robin Hood Way.

## Field Exploration

Based on the Client's request, the following field exploration is proposed:

### Option 2

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Number of Pavement Cores	Planned Location
6	20	9	Robin Hood Way

1. Below ground surface.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

**Subsurface Exploration Procedures:** We will advance soil borings with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

## **Proposal for Geotechnical Engineering Services**

Schertz Forest – Robin Hood Way Rehabilitation and New Water Main – Option 2 | Schertz, Texas  
October 29, 2024 | Terracon Proposal No. P90245308R

**Property Disturbance:** We will backfill borings with auger cuttings after completion. Pavements are patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

## **Safety**

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Texas811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. Terracon will notify Texas811, a free utility location service, prior to our drilling program to help locate utilities within dedicated public utility easements. If underground utilities are known to exist on the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for utilities for which we are unaware or that are improperly located in the field. Location of private lines on the property is not part of the Texas 811 scope.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

## **Laboratory Testing**

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be

## **Proposal for Geotechnical Engineering Services**

Schertz Forest – Robin Hood Way Rehabilitation and New Water Main – Option 2 | Schertz, Texas  
October 29, 2024 | Terracon Proposal No. P90245308R

defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed for the soil boring:

- Water content
- Percent Passing No. 200 sieve
- Atterberg limits
- Sulfate Tests
- CBR (1 test)
- Standard Proctor (1 test)
- Lime Series (1 test)

Note that the CBR, Proctor, and Lime Series test results from the previous study will also be used. Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## **Engineering and Project Delivery**

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring and coring location plan.
- Subsurface exploration procedures.
- Computer generated boring logs with soil classification.
- Summarized laboratory data.
- Groundwater levels observed during and after completion drilling.
- Encountered soil conditions.
- Subgrade soil modification recommendations for pavement design.
- Existing pavement thickness.
- Pavement design recommendations in accordance with the City of Schertz design manual.
- Existing pavement rehabilitation options
- Lateral Earth Pressures for the new water main
- OSHA soil classification

## Proposal for Geotechnical Engineering Services

Schertz Forest – Robin Hood Way Rehabilitation and New Water Main – Option 2 | Schertz, Texas

October 29, 2024 | Terracon Proposal No. P90245308R

# Exhibit C - Compensation and Project Schedule

## Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee <sup>1</sup>
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	\$22,648

- Proposed fees noted above are effective for 60 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

## Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule <sup>1, 2</sup>
Kickoff Call with Client	5 days after notice to proceed
Site Characterization	20 days after completion of field program



**Proposal for Geotechnical Engineering Services**

Schertz Forest – Robin Hood Way Rehabilitation and New Water Main – Option 2 | Schertz, Texas

October 29, 2024 | Terracon Proposal No. P90245308R

Delivery on Client Portal	Schedule <sup>1, 2</sup>
Geotechnical Engineering	15 days after completion of laboratory testing

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

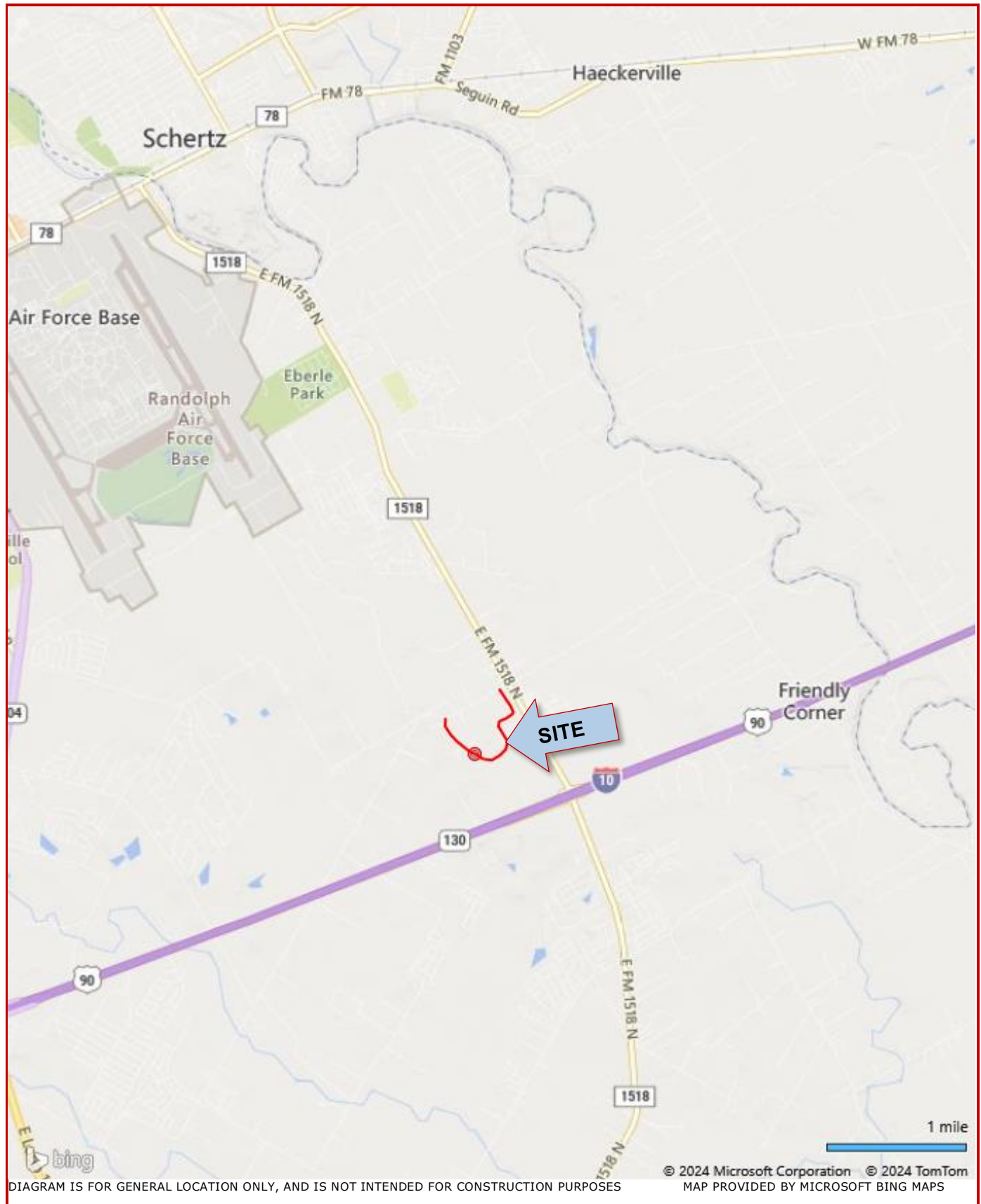
## Proposal for Geotechnical Engineering Services

Schertz Forest – Robin Hood Way Rehabilitation and New Water Main – Option 2 | Schertz, Texas

October 29, 2024 | Terracon Proposal No. P90245308R



## Exhibit D – Site Location



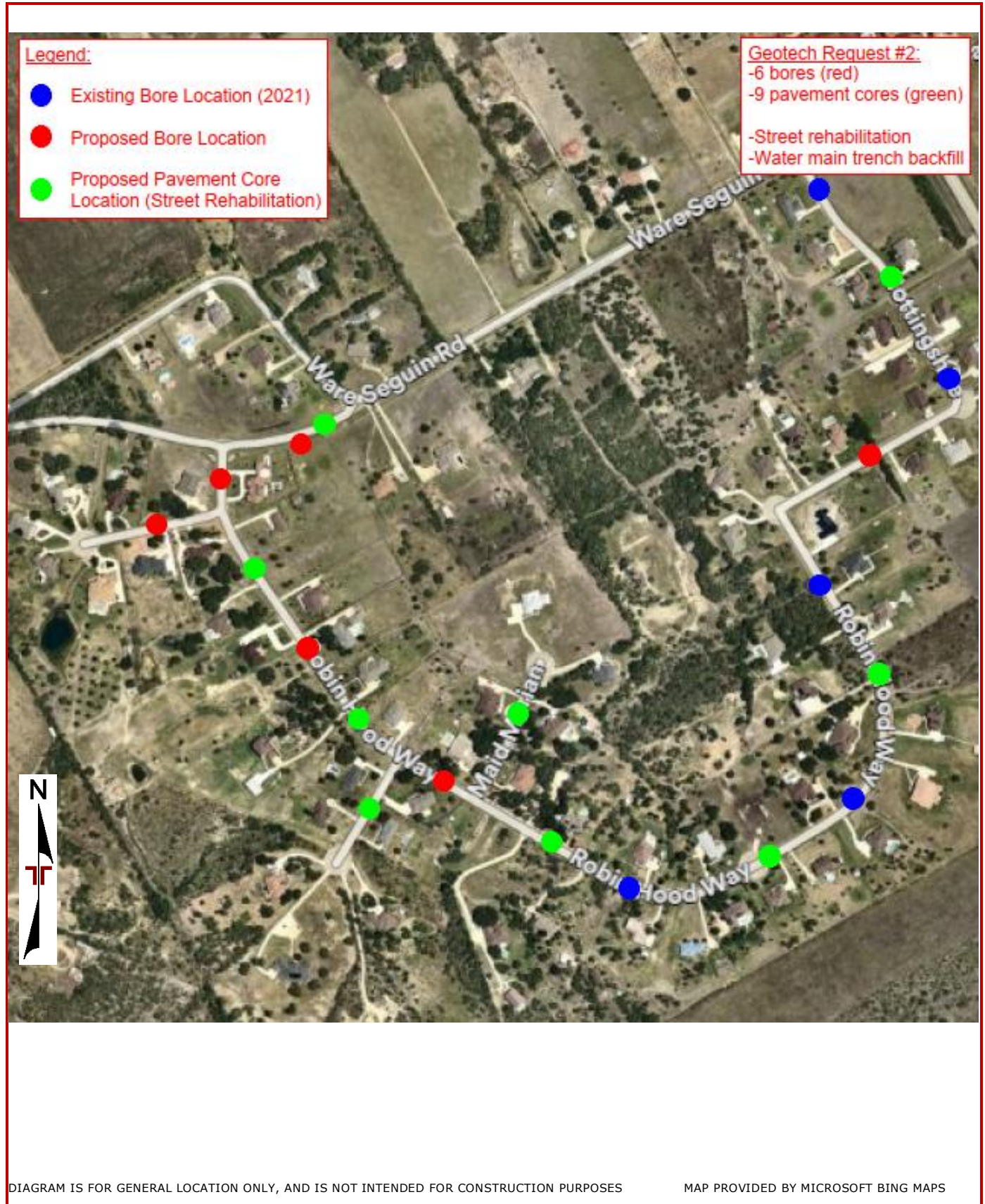
## Proposal for Geotechnical Engineering Services

Schertz Forest – Robin Hood Way Rehabilitation and New Water Main – Option 2 | Schertz, Texas

October 29, 2024 | Terracon Proposal No. P90245308R



### Exhibit E – Anticipated Exploration Plan





Chance Dyess  
Kimley-Horn  
10101 Reunion Place, Suite 400, San Antonio, TX 78216  
210 728 6947  
Chance.Dyess@kimley-horn.com

October 16, 2024

ATTACHMENT 3  
SUBCONSULTANT PROPOSAL  
SUE

USI Job #: 645730

RE: Surface & Sub-Surface Utility Locating (QL-B & QL-A)  
Schertz Forest  
7006 Robin Hood Way, Schertz, TX 78154

Dear Mr. Dyess,

We are pleased to provide following information regarding the referenced project. This letter and following exhibits constitute our proposal based on the scope of work outlined in Exhibit A on page 3. This agreement is valid for 90 (ninety) calendar days. Any cost estimates stated herein are subject to equitable adjustment in the event of differing site conditions, changes in applicable laws or the scope of services, unforeseeable delays or difficulties beyond the reasonable control of Underground Services, Inc.

Professional Services to be provided under this contract are as follows:

- ☒ Test Holes / Vacuum Excavation (Quality Level A)
- ☒ Utility Markouts / Designating (Quality Level B)
- ☐ Records, Research and Recon (Quality Level C & D)
- ☒ Surveying & Mapping
- ☐ Video Pipe Inspection (CCTV) / Hydro Jetting
- ☐ Concrete Slab Imaging
- ☒ Traffic Control
- ☐ Other:

For a description of the above professional services, please refer to Exhibit B on page 4 and for definitions refer to Exhibit C on Page 5.

## Exhibit A: Scope of Work and Fees

### Underground Services, Inc.:

- A. Excavate by air/vacuum excavation at locations as directed.
- B. Provide field test hole data reports.
- C. Field mark and provide field sketches of utilities detected in area(s) shown and as directed.
- D. Not mark irrigation and is therefore excluded from the scope.
- E. Not able to mark water if non-conductive without a tracer wire or irrigation.
- F. Not be able to designate utilities beneath stockpiled/stored materials/supplies or parked vehicles/trailers.

### Kimley-Horn:

- A. Field direct areas of work and work activity.
- B. Provide all available utility records.
- C. Provide base map showing work area(s), exact site address and site contact representative with phone number prior to SoftDig's mobilization.
- D. Provide site access including mechanical rooms/basements.
- E. Manage parking to ensure access to utilities is available.

### Fees

#### Surface Utility Locating (QL-B) - Line Verification & TH Set-Up

8 Hours @ \$235.00 Per Hour.....\$1,880.00

#### Sub-Surface Utility Locating (QL-A) - Approx. 7 THs

32 Hours @ \$325.00 Per Hour.....\$10,400.00

#### Traffic Control - If Required

4 Days @ \$1,000.00 Per Day.....\$4,000.00

#### Survey

1 Day @ \$1,000.00 Per Day.....\$1,000.00

**TOTAL.....\$17,280.00**

Underground Services, Inc.:



Taylor Augustyn  
Project Manager

October 16, 2024

Date

Client Accepted:

Signature

Date

Printed Name

Title

UNDERGROUND SERVICES, INC. Corporate Headquarters:

24 Hagerty Blvd. | Suite 11 | West Chester, PA 19382 | P: 1-877-SOFTDIG (763-8344) | [www.softdig.com](http://www.softdig.com)

Operation Centers: Philadelphia | Baltimore | Boston | Houston | San Antonio

SoftDig® and SafeDig® are registered trademarks of Underground Services, Inc.

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** Police Department  
**Subject:** Resolution 25-R-022 - Authorizing the Schertz Police Department to apply for the FY 2026 Criminal Justice Grant Program (JAG Grant) (J. Lowery/P. Waller)

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**BACKGROUND**

The Schertz Police Department is applying for the FY2026 Criminal Justice Grant, also known as the Edward Bryne Memorial Justice Assistance Grant, in the amount of \$75,000. The funds obtained from this grant will be used to partially fund the salary of a requested crime analyst for the Schertz Police Department. This resolution only authorizes the application for the grant and does not accept the grant, which still needs to be vetted through an application and award process. If the grant is awarded, a new resolution will be submitted to accept the grant award and include any financial impacts. A crime analyst will have a major impact on the daily and long-term operations of the department and our ability to respond to and investigate crimes.

**GOAL**

The goal of this resolution is to authorize the Schertz Police Department to apply for the grant. The ultimate goal of the grant is to fund and hire a position for a crime analyst.

**COMMUNITY BENEFIT**

The Schertz Police Department works closely with members of the community to address quality of life issues, such as traffic complaints, and to solve crimes. The proposed crime analyst position will allow the Schertz Police Department to better serve our community and law enforcement partners by analyzing crime trends and patterns in the city and outside jurisdictions and proactively inform our officers, neighboring officers, and community stakeholders of crime trends, crime and threat vulnerability, and risk assessments for the Greater Alamo Area. With the use of a dedicated crime analyst, it is the goal of the Schertz Police Department to work with ensure successful prosecution and greater case closure by ensuring the information obtained is accurate and timely. This information will further enhance the collaboration with our community and law enforcement partners by ensuring an accurate and timely flow of information.

**SUMMARY OF RECOMMENDED ACTION**

The Schertz Police Department recommends approval of this resolution.

**RECOMMENDATION**

The Schertz Police Department recommends approval of this resolution.

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**Attachments**

Grant Announcement  
Resolution 25-R-022



Name:

# Criminal Justice Grant Program FY2026

Available

12/16/2024

Due Date

02/13/2025

## Purpose:

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The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

## Available Funding:

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Federal Funds are authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

## Eligible Organizations:

---

Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

## Application Process:

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Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:



- a. Applicants must contact their applicable regional council of governments (COG) regarding their application.
- b. Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

## Key Dates:

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Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	10/01/2025

## Project Period:

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Projects must begin on or after 10/01/2025 and may not exceed a 12-month project period.

## Funding Levels

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Minimum: \$10,000

Maximum: None

Match Requirement: None

## Standards

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Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

## Eligible Activities and Costs

---

Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice purposes**, including for any one or more of the following:

1. Law enforcement – Includes championing a supportive, professional, respected law enforcement system with specialized resources that are adaptive and flexible to ever-changing crimes and situations.

State Priority Areas include:

- a. Intelligence-based Investigations (Violent Crime, Border Crime, Gangs)
- b. Community Policing Programs
- c. Specialized Officer Training
- d. Officer Wellness Programs

2. Prosecution and Courts – Includes fostering an informed, collaborative, and multi-disciplinary system that ensures appropriate penalties offenders and services for the community and victims.

State Priority Areas include:

- a. Pre-trial Diversion Programs
- b. Reduce Evidence Testing Backlog
- c. Courtroom Personnel Training

3. Crime Prevention and Education – Includes cultivating an individualized, understanding-based system that takes a multi-pronged approach, infused with basic life skills and alternative tracks to crime prevention.

State Priority Areas include:

- a. Life-skills Training Programs
- b. Community-based Prevention Programs

4. Corrections and Community Corrections – Includes promoting an assessment-driven, treatment-focused system that targets an individual's risk and needs appropriately.

State Priority Areas Include:

- a. Probation/Parole Officer Training
- b. Risk/Needs Assessment for Diversion Programs
- c. Jail/Prison-based Co-occurring Treatment

5. Reentry Programs; and

6. Assessment and Evaluation Programs.

Note: "Criminal Justice Purposes" is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals (including juveniles), activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

## Eligibility Requirements

---

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2026 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

## **Prohibitions**

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Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
4. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
5. Equipment, supplies, and other direct costs associated with processing DNA evidence;
6. Activities or costs in support of Operation Border Star (agencies seeking such funding should apply under the PSO Local Border Security funding announcement);
7. Law enforcement equipment that is standard department issue (including weapons, any weapon attachments and/or accessories and less lethal weapons such as tasers, non-lethal rounds, etc.; excluding equipment used exclusively for specialized training activities);
8. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
9. Unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems;
10. Items listed on the [Byrne JAG Prohibited Expenditure Category A and B List](#);
11. Rifle-resistant body armor (NIJ Compliant Type IIIA and below is eligible); and
12. Any other prohibition imposed by federal, state or local law or regulation.

## Selection Process

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PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. For eligible local and regional projects:
  - a. Applications will be forwarded by PSO to the appropriate regional council of governments (COG).
  - b. The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, and cost and program effectiveness.
  - c. PSO will accept priority listings that are approved by the COG's executive committee.
  - d. PSO will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.
2. For eligible statewide projects, PSO will prioritize all applications and make the final funding decisions based on State priorities, reasonableness of the project, cost and program effectiveness, and availability of funding.

## Contact Information

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For more information, contact the eGrants help desk at [eGrants@gov.texas.gov](mailto:eGrants@gov.texas.gov) or (512) 463-1919.

Total Funds

**\$TBD**

## **RESOLUTION 25-R-022**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE SCHERTZ POLICE DEPARTMENT TO APPLY TO THE FY 2026 CRIMINAL JUSTICE GRANT PROGRAM**

WHEREAS, The Schertz City Council finds it in the best interest of the citizens of the City of Schertz that the FY 2026 Criminal Justice Grant Program be operated for the Fiscal year 2026.

WHEREAS, the Schertz City Council is informed that there are no matching funds required for said project. If awarded, the City of Schertz may have to cover any additional costs for salary outside of the awarded amount.

WHEREAS, the Schertz City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the Schertz City Council assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the Schertz City Council designates the City Manager as the grantees's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

WHEREAS, the Schertz Police Department will submit another resolution for approval if the grant is awarded to the Department. The new resolution will include the funds awarded and any additional expected funds required by the City of Schertz to fund the position.

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

Section 1. The City Council hereby approves the submission of the grant application for the FY 2026 Criminal Justice Grant Program and designates Steve Williams, Schertz City Manager, as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application.

Section 2. James Lowery, Schertz Police Chief, is designated as the Program Director and James Walters, Finance Director, is designated as the Financial Officer for this grant.

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

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

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

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

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

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

PASSED AND ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Mayor, Ralph Gutierrez

ATTEST:

\_\_\_\_\_  
City Secretary, Sheila Edmondson

Grant Number: 5442301



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** Police Department  
**Subject:** Resolution 25-R-023 - Authorizing the Schertz Police Department to Purchase and Install Emergency Vehicle Equipment by Farrwest Specialty Vehicles (J. Lowery/P. Waller)

---

**BACKGROUND**

The Schertz Police Department is requesting authorization to purchase equipment to outfit new patrol vehicles. The funds used to purchase and install this equipment is currently part of the planned police department budget. The current funds in this budget line are more than adequate to cover this purchase.

**GOAL**

The goal of this resolution is to authorize the expenditure of the budgeted funds to pay for the purchase and installation of emergency vehicle equipment for new vehicles.

**COMMUNITY BENEFIT**

The community will benefit from the properly outfitted and installed emergency equipment by ensuring officers are able to safely alert traffic for emergency responses and traffic control. Improperly installed equipment may lead to prolonged downtime for vehicles, which affects officers' response, or creates hazards if malfunctions occur while officers are en route to a call or on an emergency scene.

**SUMMARY OF RECOMMENDED ACTION**

The Schertz Police Department recommends approval of this resolution.

**FISCAL IMPACT**

The fiscal impact of this resolution shall not exceed \$191,736.25 from budgeted funds for the current fiscal year. The current quote is \$182,736.25 with additional funds budgeted as items may change in price from the date of this approval to the date of purchase. As of this writing, the budget line has \$430,000 remaining.

**RECOMMENDATION**

The Schertz Police Department recommends approval of this resolution.

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**Attachments**

Farrwest Quote  
Resolution 25-R-023



# FARRWEST

SPECIALTY VEHICLES

108 COMMERCIAL PLACE  
SUITE 206  
SCHERTZ, TX 78154  
(210)566-1857

## Estimate

Date	Estimate #
2/4/2025	3081

Name / Address	Ship To
SCHERTZ POLICE DEPARTMENT DANIEL MOLLEDA 1400 Schertz Parkway #6 Schertz, TX 78154 210-619-1200	

Requested By	P.O. No.	Terms	Project
CPL.. CEEKO		Net 30	

Item	Description	Qty	Rate	Total
UNIT#	BUY BOARD CONTRACT # 703-23 - 718-23 - HGAC CONTRACT # EP11-20 VIN # - UNIT # 2024 Ford PIU COMPLETE UPFIT OF A 2023 FORD POLICE INTERCEPTOR UTILITY SCHERTZ PD TO SUPPLY VEHICLE, MDT, TICKET WRITER, VIDEO, RADAR & RADIO		0.00	0.00
FSV-EB8SP3-48-X	WHELEN 48" LEGACY LIGHTBAR SMOKED LENSES & CENCOM CORE PACKAGE. EB8SP3, C399, CCTL6, C399K* SA315P & SAK OF CHOICE	8	4,232.63	33,861.04
C399	C399 - WHELEN CENCOM CORE WCX CONTROL CENTER CONTROL HEAD SOLD SEPARATELY. CCTL*	8	0.00	0.00
CCTL6	CCTL6 - WHELEN WECANX CENCOM CORE CONTROL HEAD ROTARY KNOB WITH SLIDE	8	0.00	0.00
C399K1	WHELEN OBDII CANPORT CABLE KIT 2016-2019 FPIU, 2020 FPIU WITH FACTORY OPTION 61B	8	0.00	0.00
SA315U	WHELEN 100 WATT SIREN SPEAKER, BLACK PLASTIC	8	0.00	0.00

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.  ***** DISCLAIMER *****  LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>



# FARRWEST

SPECIALTY VEHICLES

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## Estimate

Date	Estimate #
2/4/2025	3081

Name / Address	Ship To
SCHERTZ POLICE DEPARTMENT DANIEL MOLLEDA 1400 Schertz Parkway #6 Schertz, TX 78154 210-619-1200	

Requested By	P.O. No.	Terms	Project
CPL.. CEEKO		Net 30	

Item	Description	Qty	Rate	Total
MKAJ105	WHELEN ADJ LIGHTBAR MOUNT KIT #105 2020 FORD EXPLORER	8	0.00	0.00
SAK67D	WHELEN SA315 MT KIT FORD UTILITY DRIVER	8	0.00	0.00
CHOWLER	WHELEN WCX LOW FREQUENCY SIREN SYSTEM	8	638.25	5,106.00
HWLRB29	WHELEN HOWLER MOUNTING BRACKET FOR 2020 + PIU	8	0.00	0.00
CV2V	WHELEN VEHICLE-TO-VEHICLE SYNC MODULE	8	246.30	1,970.40
CEM16	WHELEN WECANX 16 OUTPUT EXPANSION MODULE	24	194.60	4,670.40
DTA6A	WHELEN 6LAMP TIR3 LED TRAFFIC ADVISOR AMBER	8	472.65	3,781.20
VX2J	WHELEN VXE SURFACE MOUNT DUO RED/ BLUE 2 - Rear lift gate surface mount rear facing when open / mercury & on/off override	16	93.15	1,490.40

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>
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## Estimate

Date	Estimate #
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Requested By	P.O. No.	Terms	Project
CPL.. CEEKO		Net 30	

Item	Description	Qty	Rate	Total
TLI2J	WHELEN ION T-SERIES LINEAR DUO RED/BLUE (2) EXTERIOR LIFT GATE REAR FACING ON OEM TRIM BELOW REAR WINDOW AND ABOVE LICENSE PLATE (4) - (2) EACH SIDE CARGO WINDOW ON TIONBKT3 (2) SIDE MIRRORS FSV-MB-90	64	121.10	7,750.40
I3JC	WHELEN ION TRIO R/B/W (4) PUSH BUMPER LIGHT MASK (2) PUSH BUMPER UPRIGHTS SIDE FACING	48	150.00	7,200.00
TIONBKT3	WHELEN T ION BRACKET FOR 2 LIGHTS SIDSE BY SIDE	16	15.00	240.00
3SRCCDCR	WHELEN COMPARTMENT LIGHT R/W 3IN (1) DRIVERS COMPARTMENT (1) CARGO COMPARTMENT ON SWITCH	16	62.72	1,003.52
FSV-MB-90	INNOVATIVE MIRROR LIGHT BRACKETS, UNIVERSAL FIT, PAIR 90 DEGREE	8	40.00	320.00
5344-4L61	5344-4L61 - GO RHINO PUSH BUMPER 4 LIGHT READY ION	8	573.81	4,590.48

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	<b>Sales Tax (0.0%)</b>
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Requested By	P.O. No.	Terms	Project
CPL.. CEEKO		Net 30	

Item	Description	Qty	Rate	Total
CC-20-UV10-L8	TROY 2020 PI UTILITY 18" SLOPED CONSOLE, 10" SLOPE, 8" LEVEL (NO FLOOR PLATE NEEDED, MOUNTS DIRECTLY TO FLOOR)	8	389.45	3,115.60
AC-INBHG	TROY PRODUCTS INTERNAL TWO-PIECE DUAL BEVERAGE HOLDER 4" OF CONSOLE SPACE REQUIRED	8	43.20	345.60
FP-WCENCOM-JD	TROY 4IN PLATINUM REMOTE LIGHTS/SIREN CONTROLLER	8	0.00	0.00
FP-MAPX6500-07-R	TROY 3IN FACEPLATE MOTOROLA APX 6500 07 REMOTE HEAD	8	0.00	0.00
AC-SIDEARM-6	AC-SIDEARM-6 - TROY PRODUCTS SIDE-MOUNT ARM REST PLATE WITH 6IN X 2IN LEATHER ARM PAD	8	81.43	651.44
AC-MCM	TROY MIC CLIP PLATE ONLY	16	10.00	160.00
CM-SDMT-SL-LED	TROY CONSOLE SIDE HEIGHT ADJUSTABLE MOUNT WITH SLIDE ARM FOR DOCKING STATION	8	381.67	3,053.36
EM-20UV-CRGDCK-S...	TROY 2020+ PIU CARGO DECK WITH STOPSTICK STORAGE	8	1,944.00	15,552.00

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	<b>Sales Tax (0.0%)</b>
	<b>Total</b>



# FARRWEST

SPECIALTY VEHICLES

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## Estimate

Date	Estimate #
2/4/2025	3081

Name / Address	Ship To
SCHERTZ POLICE DEPARTMENT DANIEL MOLLEDA 1400 Schertz Parkway #6 Schertz, TX 78154 210-619-1200	

Requested By	P.O. No.	Terms	Project
CPL.. CEEKO		Net 30	

Item	Description	Qty	Rate	Total
CP-TRAY-402012	CP-TRAY-402012 - TROY STORAGE VAULT 40W X 20L X 12D WITH 2 DRAWTIGHT LOCKING HANDLES AND A SLIDE OUT TRAY	8	1,805.54	14,444.32
PKG-DS-GTC-618-3	HAVIS CRADLE WITH TRIPLE PASS-THROUGH ANTENNA CONNECTIONS FOR GETAC'S S410 NOTEBOOK (NO DOCK) WITH POWER SUPPLY AND MOUNTING BRACKETS, AND HAVIS SCREEN SUPPORT	8	732.75	5,862.00
CG-X	HAVIS CHARGE GUARD-SELECT	8	80.25	642.00
WEI-004	WEISER GUN RACK DUAL HANDCUFF LOCK UNIVERSAL	8	478.80	3,830.40
GRAPHICS-OSD	VEHICLE GRAPHICS Schertz PD Patrol new style with chevrons	8	1,950.00	15,600.00
MMSU-1	MAGNETIC MIC SINGLE UNIT CONVERSION KIT	16	40.00	640.00
STALKER DUAL SL	STALKER DUAL SL KA BAND RADAR SYSTEM  CUSTOM BRACKETS AVAILABLE AT ADDITIONAL CHARGE	1	2,550.00	2,550.00

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.  ***** DISCLAIMER *****  LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>



## Estimate

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.	<b>Subtotal</b>	\$182,736.25
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$182,736.25

## **RESOLUTION 25-R-023**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING EXPENDITURES WITH FARRWEST SPECIALTY VEHICLES FOR THE PURCHASE AND INSTALLATION OF EMERGENCY VEHICLE EQUIPMENT NOT TO EXCEED ONE HUNDRED AND NINETY-ONE THOUSAND, SEVEN HUNDRED AND THIRTY-SIX DOLLARS AND TWENTY-FIVE CENTS.**

WHEREAS, the Schertz Police Department is purchasing and installing emergency vehicle equipment for newly purchased patrol vehicles; and

WHEREAS, the City of Schertz has determined Farrwest, a cooperative vendor, provides the best-value to the City for essential emergency vehicle equipment; and

WHEREAS, the Schertz Police Department has chosen Farrwest, a BuyBoard National Purchasing Cooperative vendor, for the purchase and install of this equipment; and

WHEREAS, the BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school board associations, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

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

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

WHEREAS, the City of Schertz will fund the purchase of Farrwest patrol vehicle equipment and install through the approved Fiscal Year 2024-2025 annual police department 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 expenditures with Farrwest Specialty Vehicles not to exceed \$191,736.25

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 \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Mayor, Ralph Gutierrez

ATTEST:

\_\_\_\_\_  
City Secretary, Sheila Edmondson

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** Information Technology  
**Subject:** Resolution 25-R-008 - Authorizing the purchase of computer equipment from CDW (B.James/D.Hardin/J.Bluebird)

---

**BACKGROUND**

Staff is seeking authorization from City Council to purchase 45 Getac tablet computers for \$133,000 from CDW. The new Getac tablets will be used by the Police Department to carry out their daily duties in the field. These Getac tablets are replacements for existing Getac tablets that need to be replaced. CDW is a Buyboard vendor, but staff did seek quotes from other vendors.

**GOAL**

Provide the necessary equipment for the public safety departments to accomplish the City policy value of having a Safe Community.

**COMMUNITY BENEFIT**

This will improve the operations of our Public Safety departments to better serve and protect our residents.

**SUMMARY OF RECOMMENDED ACTION**

Authorize the City to spend up to \$133,000.00 with CDW for the purchase of Getac tablet computers.

**FISCAL IMPACT**

The \$133,000.00 for this purchase is coming from the funds allocated in the FY 2024-25 IT budget. It should be noted that the cost includes the warranty for the tablets.

**RECOMMENDATION**

Approval of Resolution 25-R-008.

---

**Attachments**

Resolution 25-R-008 with attachment

## **RESOLUTION 25-R-008**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE PURCHASES OF COMPUTER EQUIPMENT FROM CDW.**

**WHEREAS**, the Schertz IT Department has a need to purchase 45 new computer hardware - Getacs for Public Safety that are Windows 11 compliance; and

**WHEREAS**, the Schertz IT Department utilizes the computer hardware – Getacs to fill the needs for Public Safety; and

**WHEREAS**, the Schertz IT Department has chosen CDW, a BuyBoard National Purchasing Cooperative vendor, for the purchase of this equipment; and

**WHEREAS**, the BuyBoard National Purchasing Cooperative is a national online purchasing cooperative formed between the National School Boards Association and several state school boards associations, developed to comply with state laws which require government entities to make purchases through a competitive procurement process; and

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

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

**WHEREAS**, the City of Schertz will fund the purchase of the 45 Getacs through the approved 2024-2025 annual IT department budget.

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

Section 1. The City Council hereby authorizes purchases with CDW not to exceed the amount of \$133,000.00 during the FY 2024-2025 as outlined in the attachment within 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 \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

---

Ralph Gutierrez, Mayor

ATTEST:

---

Sheila Edmondson, City Secretary

## Exhibit A



Thank you for choosing CDW. We have received your quote.

Hardware   Software   Services   IT Solutions   Brands   Research Hub

## QUOTE CONFIRMATION

**DONNEY MARTIN,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PGDN183	12/30/2024	GETAC S410 BASE UNIT PROJECTR1	6480361	<b>\$132,525.00</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Getac S410 G5 14" Core i5-1340P 16GB RAM 256GB Windows 11 Laptop</a> Mfg. Part#: ST276AQASDXX GETAC:S410G5- i5-1340P, Windows Hello Webcam, Windows+16GB RAM, 256GB PCIe SSD, Sunlight Readable FHD LCD+Touchscreen+Stylus, Membrane Backlit KBD, WIFI+BT, Thunderbolt 4, 3 Year Limited Warranty Contract: Region 16 ESC/TexBuy (022-G)	45	7763967	\$2,150.00	\$96,750.00
<a href="#">GETAC BUMPER TO BUMPER+EXT WTY-SEMI</a> Mfg. Part#: GE-SVSRNFX5Y Electronic distribution - NO MEDIA Contract: TXDIR - Getac Security Monitoring DIR-CPO-4547 (DIR-CPO-4547)	45	3695314	\$650.00	\$29,250.00
<a href="#">GETAC ABSOLUTE DDS PRM LIC 5Y 1-2499</a> Mfg. Part#: OSDDPRM60 DDSPRM-F-V1-60,Absolute Resilience-60 Month Term-1-2499 Unit Volume Electronic distribution - NO MEDIA Contract: MARKET	45	5449309	\$145.00	\$6,525.00

**SUBTOTAL** \$132,525.00

**SHIPPING** \$0.00

**SALES TAX** \$0.00

**GRAND TOTAL** **\$132,525.00**

**PURCHASER BILLING INFO**

**DELIVER TO**

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** Engineering  
**Subject:** Resolution 25-R-004 – Authorizing a professional services agreement with Halff Associates, Inc. for the final design of the Lower Seguin Road Reconstruction Project (B.James/K.Woodlee/J.Nowak)

---

**BACKGROUND**

On November 14, 2003, Council passed Resolution 23-R-119 authorizing a Task Order with Halff Associates for the preliminary design and environmental clearance for the Lower Seguin Road Reconstruction project. The intent was that once the work in this Task Order was completed, or substantially complete, that a future Task Order would be created to complete the final design of the project and acquire the needed right-of-way. Since November 2023, Staff and Halff Associates have been working on the preliminary design, environmental clearance, coordinating with Randolph, and exploring Federal Funding options for the project construction.

The preliminary plans for the proposed reconstruction are almost fully complete and the environmental clearance is underway. A Federal funding source, Defense Community Infrastructure Program (DCIP) has been identified to help pay for construction. Additionally, there may be a Bexar County program to also help pay a portion of the construction costs. The next funding call for DCIP is expected in June of this year. In order to apply for the DCIP funding, the project should be "shovel ready." In order to be ready for the project call, the final project design needs to be completed quickly and the necessary right-of-way acquired. The proposed Task Order for Halff Associates will build upon the work already done by the earlier Task Order and complete the final design of the project. Completing the environmental clearance for the project will continue under the earlier Task Order, while the final design is progressing. The Task Order includes right-of-way acquisition in order to complete the new roadway section, to truly make the project "shovel ready." Additionally, the Task Order assumes that the City will be successful in securing the DCIP funding, so the bid package will be created as part of the scope of work.

**GOAL**

Have Council authorize the City Manager to execute the Task Order for the final design, right-of-way acquisition, and bid package preparation for the Lower Seguin Road Reconstruction project.

**COMMUNITY BENEFIT**

Lower Seguin Road is in poor condition. The roadway has numerous base failures and is a rural, two-lane road. The roadway carries a fair amount of traffic, including a significant number of trucks. The main commercial entrance to Randolph (all base delivery trucks use this entrance) is located on Lower Seguin Road, which often gets congested due to the amount of traffic and the roadway only having two lanes. Reconstruction of the roadway will provide a stronger pavement section capable of supporting the traffic on the roadway, and will provide turning lanes where needed to ease congestion. The project will also add a traffic signal at the Randolph entrance to move vehicles more efficiently in and out of the base. The improvements will dramatically improve the ride quality of the

roadway and move traffic along the roadway corridor and into and out of the base more efficiently. Drainage of the roadway will also be improved to increase the expected pavement life of the new roadway.

#### **SUMMARY OF RECOMMENDED ACTION**

Approval of the Task Order for Halff Associates, Inc. for \$2,556,530.54 and a not to exceed amount of \$2,700,0000 for the Lower Seguin Road Reconstruction project. Halff Associates, Inc was selected in December as on of the City's on call engineering firms. That contract has not yet been executed. As such, this Task Order will not be executed until the on call contract has been executed.

#### **FISCAL IMPACT**

Funding for the proposed Task Order is available from Bond Funds earmarked for the Lower Seguin Road project.

#### **RECOMMENDATION**

Approve Resolution 25-R-004

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#### **Attachments**

Resolution 25-R-004

CIP Project Sheets



**RESOLUTION NO. 25-R-003**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPEDITURES WITH KIMLEY-HORN AND ASSOCIATES, INC., TOTALING NO MORE THAN \$2,700,000, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE LOWER SEGUIN ROAD RECONSTRUCTION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City staff of the City of Schertz (the “City”) has determined that the City requires professional services relating to engineering and design for the Lower Seguin Road Reconstruction Project; and

**WHEREAS**, the City Council passed Resolution 23-R-119 on November 14, 2023, retaining Half Associates, Inc. to do the preliminary design and environmental clearance for the Lower Seguin Road Reconstruction Project; and

**WHEREAS**, the City Council of the City of Schertz wishes to proceed with the final design and right-of-way acquisition for the Lower Seguin Road Reconstruction Project; and

**WHEREAS**, City staff has determined that Halff Associates, Inc. is uniquely qualified to provide such services for the City; and

**WHEREAS**, Halff Associates, Inc. is an approved On-Call Engineering Firm for the City of Schertz; and

**WHEREAS**, pursuant to Section 252.022(a)(4), the City is not required to seek bids or proposals with respect to a procurement for personal, professional, or planning purposes; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to contract with Halff Associates, Inc. pursuant to the On-Call Task Order Agreement attached hereto as Exhibit A (the “Agreement”) up to a maximum total aggregate amount of \$2,700,000.

**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 Task Order Agreement with Halff Associates, Inc. in accordance with their approved Master Agreement in substantially the form set forth on Exhibit A in the amount of \$2,556,530.54 and authorize the City Manager to execute and deliver the Task Order in a not to exceed total aggregate amount of \$2,700,000.

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

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

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

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

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

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

PASSED AND ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

(CITY SEAL)

**EXHIBIT A**

**TASK ORDER NO. 1 SERVICES AGREEMENT**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION**

### **PART 3 OF 4: TASK ORDER FORM**

Prepared by



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# TASK ORDER NO. 1

This is Task Order No. [1],  
consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [date], Owner and Engineer agree as follows:

## 1. TASK ORDER DATA

a.	Effective Date of Task Order:	February ____, 2024
b.	Owner:	City of Schertz
c.	Engineer:	Halff Associates, Inc.
d.	Specific Project (title)	Lower Seguin Road PS&E
e.	Specific Project (description):	Development of plans, Specifications & Estimates for an approx. 2.52 miles segment of Lower Seguin Road starting at approx. 1,000 ft east of Loop 1604 within the City of Schertz city limits to approx. 2,000 ft west of FM 1518 in the City of Schertz
f.	Related Task Orders Supplemented by this Task Order:  Superseded by this Task Order:	Related Task Order: Task Order 16 Lower Seguin Road 30% Schematic and Environmental Permitting

## 2. BASELINE INFORMATION

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	Lower Seguin Road PS&E
Type and Size of Facility:	2.52 miles of Roadway and Drainage Improvements
Description of Improvements:	Roadway widening, Bridge Construction, and Drainage Improvements
Expected Construction Start:	September 2025
Prior Studies, Reports, Plans:	Lower Seguin Road Schematic Design (30%)
Facility Location(s):	Along Lower Seguin Road from approximately 1,000 linear feet east of Loop 1604 to approximately 2,000 linear feet west of FM 1518.
Current Specific Project Budget:	\$29,211,263 (Construction Cost) and \$2,556,530.54 (Engineering)
Funding Sources:	Defense Community Infrastructure Program (DCIP) and City of Schertz Bond
Known Design Standards:	City of Schertz and TxDOT Design Standards
Known Specific Project Limitations:	N/A
Specific Project Assumptions:	N/A
Other Pertinent Information:	N/A

### 3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
  - ☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.
- B. All the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services: **(Does not apply)**
  - 1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of

Task Order.

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unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

#### 4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with the schedule below.

Deliverables	Date
60% Submittal	April 14, 2025
90% Submittal	May 30, 2025
100% Submittal	June 30, 2025
Bid Phase	July 2025
Construction Phase	November 2025

#### 5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:
1. The Owner shall provide As-built drawings for public utilities within the ROW, adjacent development plats, and future project utility layouts.

#### 6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Not Applicable**

#### 7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Engineering Services	<b>\$1,482,025.00</b>	<b>Lump Sum</b>
a. Project Administration and Coordination	<b>\$101,240.00</b>	<b>Lump Sum</b>
b. Utility Coordination	<b>\$129,980.00</b>	<b>Lump Sum</b>
c. Traffic Control Plan	<b>\$108,600.00</b>	<b>Lump Sum</b>

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Task Order.

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d. Roadway Design	<b>\$478,485.00</b>	<b>Lump Sum</b>
e. Drainage Design	<b>\$290,965.00</b>	<b>Lump Sum</b>
f. Structural Design	<b>\$154,870.00</b>	<b>Lump Sum</b>
g. Traffic, Signing and Pavement Markings	<b>\$111,120.00</b>	<b>Lump Sum</b>
h. Environmental (SWPPP) and SWMP	<b>\$74,365.00</b>	<b>Lump Sum</b>
i. Bid Phase Services	<b>\$32,400.00</b>	<b>Lump Sum</b>
2. Construction Phase Services	<b>\$128,080.00</b>	<b>Lump Sum</b>
TOTAL COMPENSATION (items 1 and 2)	<b>\$1,610,105.00</b>	<b>Lump Sum</b>
3. Additional Services under Section 3.D above	<b>\$946,425.54</b>	<b>Lump Sum</b>
a. SUE Quality Level A (Up to 18 Test holes)	<b>\$60,931.40.00</b>	<b>Lump Sum</b>
b. CLOMR & FEMA Submittal Fee	<b>\$60,025.00</b>	<b>Lump Sum</b>
c. LOMR & FEMA Submittal Fee	<b>\$48,460.00</b>	<b>Lump Sum</b>
d. Surveying	<b>\$63,101.40</b>	<b>Lump Sum</b>
e. Geotechnical Engineering (Terracon)	<b>\$145,855.74</b>	<b>Lump Sum</b>
f. Right of Way Acquisition	<b>\$472,475.00</b>	<b>Lump Sum</b>
g. Grant Application Development	<b>\$45,577.00</b>	<b>Lump Sum</b>
h. Unspecified Additional Services	<b>\$50,000.00</b>	<b>As Needed</b>

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

**8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:**

- A. **Terracon** (Geotechnical Engineering)

**9. EXHIBITS AND ATTACHMENTS:**

- A. Exhibit A & A-1 to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule (**Schedule provided in Section 4 of this Task Order**)
- C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order (**Does not apply**)
- D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form) (**Does not apply**)
- E. Other:

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

ENGINEER:

By:

\_\_\_\_\_

Print Name:

Lamberto J. Balli, PE

\_\_\_\_\_

Title:

Vice President/ Director of Public Works

\_\_\_\_\_

Engineer's License or Firm's

F-312

\_\_\_\_\_

State of:

Texas

\_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

\_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Luis A. Cardona, PE

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

Public Works Team Leader

\_\_\_\_\_

Address:

\_\_\_\_\_

Address:

100 NE Loop 410, Suite 701, San Antonio, Texas 78216

\_\_\_\_\_

E-Mail

Address:

\_\_\_\_\_

E-Mail

Address:

lcardona@halff.com

\_\_\_\_\_

Phone:

\_\_\_\_\_

Phone:

210-704-1379

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

February 7, 2024

\_\_\_\_\_

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Task Order.

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Page 6 of 6

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY CONSULTANT**

**CITY OF SCHERTZ** ("CITY") is proposing to develop a 2.52 mile segment of Lower Seguin Road starting at approximately 1,000 feet east of Loop 1604 in the City of Schertz to Farm-to-Market (FM) Road 1518 in the City of Schertz. Through a separate City of Schertz Development Agreement, the section of Lower Seguin Road from approximately 400 feet west of Hollering Vine to FM 1518 will be designed and constructed by a private developer.

The work to be performed under this work authorization by **Halff Associates, Inc (Halff)** ("CONSULTANT") will consist of the preparation of Plans, Specifications, and Estimates ("PS&E"), the preparation of Bidding Documents, and performing Construction Phase services.

#### **1.0 PROJECT ADMINISTRATION AND COORDINATION SERVICES**

The CONSULTANT Project Manager and Task Leaders will be responsible for project oversight and the daily management of the project. Frequent and appropriate communications will be maintained between the CONSULTANT and CITY in an effort to expedite completion of the PS&E.

Project Administration Services will include the following:

- 1.1 Prior to the Project Kick-Off Meeting, the CONSULTANT will designate in writing, one (1) Professional Engineer licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing. The CONSULTANT will not replace the designated Project Manager without the written approval of CITY;
- 1.2 The CONSULTANT will submit to CITY its invoices of services performed and compensation due, arranged by tasks. The CONSULTANT will show the budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts. The invoice must be submitted to CITY by the 10<sup>th</sup> calendar day of each month;
- 1.3 Each month, and included with the submission of each invoice, the CONSULTANT will update the Project Schedule and related documents in accordance with the Project Schedule.
- 1.4 Each month, and included with the submission of each invoice, the CONSULTANT will submit a monthly report of the status of work performed through the end of the previous month. The CONSULTANT will summarize decisions or agreements made, and will outline unresolved or pending issues requiring CITY's involvement or decision.

Project Coordination Services will include the following:

- 1.5 The CONSULTANT will attend a Project Kick-Off Meeting with CITY. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of the meeting.
- 1.6 The CONSULTANT will meet with CITY's Representative monthly. The CONSULTANT will prepare and distribute the monthly meeting agenda twenty-four (24) hours before the meeting. The CONSULTANT will prepare and distribute meeting minutes within three (3) business days of each meeting.

#### **2.0 PROJECT DESIGN CRITERIA**

The Project Design Criteria for the section of Lower Seguin Road from approximately 1000 feet East of Loop 1604 to approximately 400 feet west of Hollering Vine will be as follows:

- 2.1 All engineering documents released, issued, or submitted by or for a registered

engineering firm, including preliminary documents, must clearly indicate the engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance of a permit must bear the seal with signature and date adjacent thereto of a Professional Engineer licensed to practice in the State of Texas;

- 2.2 The design standards to be used will include but not be limited to the TxDOT Roadway Design Manual, TxDOT Bridge Design Manual – LRFD, TxDOT Hydraulic Design Manual, Highway Capacity Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), AASHTO LRFD Bridge Design Specifications, Texas Manual on Uniform Traffic Control Devices, ADA Accessibility Guidelines, Texas Pollutant Discharge Elimination System (TPDES) Guidelines, and applicable City of Schertz Design Guidelines.
- 2.3 Project specifications will be developed using the latest Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

### **3.0 ENVIRONMENTAL SERVICES (included in the Schematic Phase, and no additional Environmental Services will be needed for this Phase of the project.)**

### **4.0 SURVEYING SERVICES**

The CONSULTANT will obtain the services of a Registered Professional Land Surveyor to perform field surveys for the Project. All survey services will comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and will be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor.

Surveying Services will include the following:

- 4.1 Using Bexar County Appraisal District (BCAD) and Bexar County Clerk Websites, the CONSULTANT will gather ownership and deed information for base drawing;
- 4.2 The CONSULTANT will prepare Right-of-Entry (ROE) agreements for adjacent landowners, obtain CITY signature on ROE agreements, and coordinate with landowners as required to acquire approval of ROE agreements for field work outside of the existing public Right-of-Way (ROW).  
CITY will provide the outline of the agreement. The CONSULTANT will submit agreements to CITY for signature and the CONSULTANT will mail the signed agreements to the landowners via regular and certified mail, with a return self-addressed stamped envelope. The CONSULTANT will track receipt of executed agreements. If the initial notice requesting ROE is not returned within one (1) week of delivery, a second notice requesting ROE will be sent by the CONSULTANT. If after one (1) week of delivery of the second notice the property owner is still unresponsive, CITY will be notified, and the process escalated with assistance from CITY. The CONSULTANT will maintain a contact list of the property owners which will be made available to CITY;
- 4.3 The CONSULTANT will establish control for the site in NAD 83 horizontal datum, Texas State Plane Coordinate System South Central Zone surface coordinates and NAVD 88 vertical datum;
- 4.4 The CONSULTANT will locate, identify and tag all trees with trunk diameter five inches or greater, to include the trunk diameter, species and spread within the existing ROW. Tree tag will be a permanent round metal disk with tree ID stamped in the tag

- 4.5 The CONSULTANT will verify existing project control and set and establish additional project control as needed. The CONSULTANT will prepare Survey Control layout sheets in 11"x17" tabloid paper format, including but not limited to illustrating in graphical format the Project Limits to include monument locations, control recovery sketches detailing pertinent physical features, permanent and temporary Horizontal Control/Vertical Control Bench Marks (three point tie details). Survey Control layout sheets must be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control layout sheets will become part of the Final Construction Contract Documents.
- 4.6 The CONSULTANT will perform topographic survey for design of Randolph's South Entry Gate along Golf Road. These limits are from the intersection of the northwest existing ROW line of Lower Seguin Road along Golf Road for a length of 250 feet including from existing ROW to existing ROW of Golf Road.
- 4.7 Using Bexar County Appraisal District (BCAD) and Bexar County Clerk Websites, the CONSULTANT will verify ownership and deed information and update the base drawing as needed for final ROW mapping;
- 4.8 The CONSULTANT will perform field surveys of all tracts of land where easement parcel acquisition is anticipated (estimated 19 easement parcels). Boundary analysis will be performed by a Registered Professional Land Surveyor and the ROW base file will be updated to reflect this information.
- 4.9 The CONSULTANT will prepare easement parcel acquisition documents including a survey exhibit and written legal description for an estimated 19 easement parcels.

## **5.0 GEOTECHNICAL ENGINEERING SERVICES**

Geotechnical Engineering Services will include the following:

- 5.1 The CONSULTANT will coordinate with Terracon to gather the data outlined in the attached Exhibit A-1 (Terracon – Scope of Services) for the proposed Bridge and Retaining Walls.

## **6.0 UTILITY COORDINATION SERVICES**

Utility Coordination Services will include the following:

- 6.1 The CONSULTANT will gather utility location information using available records from known local utilities in the area as well as Texas One-Call locates provided by survey. The CONSULTANT will correlate the record information with utility features surveyed to determine any potential conflicts;
- 6.2 The CONSULTANT will attend one (1) group project meeting and four (4) independent utility coordination meetings with CITY, land and utility owners. Additional utility coordination meetings will be combined with design review meetings/progress meetings. The CONSULTANT will coordinate with the utility owners to determine scope of utility relocations and minimize utility conflicts through design where reasonable and adequate information is provided; The CONSULTANT will also obtain utility verification letters from each utility company stating that the utility information has been reviewed and is correct;
- 6.3 The CONSULTANT will provide a Utility Tracking Report at the 60 percent design phase submittal and an updated Utility Tracking Report at the 90 percent design phase submittal. The Utility Tracking Report will include the following information:
  - a. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
  - b. Location of Conflict, identified by station and offset;

- c. Type of Facility;
  - d. Expected clearance date;
  - e. Status;
  - f. Effect on construction; and
  - g. Type of adjustment required;
- 6.4 The CONSULTANT will review existing and proposed utility alignments for conflicts and develop a utility tracking report; however, constructability and conformance to utility regulations is the responsibility of each utility company;
- 6.5 The CONSULTANT will reference in proposed utility lines as background if Microstation V8 files are provided and received prior to the submittal of final construction contract document plan sheets; and
- 6.6 The CONSULTANT will develop existing utility layouts.

## **7.0 SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES**

SUE Services will include the following:

1. Subsurface Utility Locate (Test Hole) Service (Quality Level A)  
Locate is the process used to obtain precise horizontal and vertical position, material type, condition, size, and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

The Consultant must:

- a. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
- b. Place Texas 811 ticket 48 hours prior to excavation.
- c. Neatly cut and remove existing pavement material, such that the cut does not exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
- d. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
  - (1) Elevation of top of utility tied to the datum of the furnished plan.
  - (2) Minimum of two benchmarks utilized. Elevations must be within an accuracy of 30 mm (1.1811 inches) vertically and 60 mm (2.3622 inches) of utilized benchmarks.
  - (3) Elevation of existing grade over utility at test hole location.
  - (4) Horizontal location referenced to project coordinate datum.
  - (5) Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - (6) Utility facility materials.
  - (7) Utility facility condition.
  - (8) Pavement thickness and type.
  - (9) Coating/wrapping information and condition.
  - (10) Unusual circumstances or field conditions.
- e. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection, and other protective coverings and features.
- f. Be responsible for any damage to the utility during the locating process. In the event of damage, the Consultant must stop work, notify the appropriate utility facility owner, the County, and appropriate regulatory agencies. The regulatory agencies include:

the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The Consultant shall not resume work until the utility facility owner has determined the corrective action to be taken. The Consultant is liable for all costs involved in the repair or replacement of the utility facility.

- g. Back fill all excavations with appropriate material, compact backfill by appropriate mechanical means, and restore pavement and surface material.
- h. Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the Consultant shall return to correct the condition at no extra charge to the County.
- i. Plot utility location position information to scale and provide a comprehensive utility plan signed and sealed by the responsible professional engineer. This information must be provided in the latest version of MicroStation and be fully compatible with the Open Roads civil design system used by the State. When requested by the County, the locate information must be over laid on the County's design plans.
- j. Return plans, profiles, and test hole data sheets to the Client. If requested, conduct a review of the findings with the Client.
- k. Close-out permits as required.

## **8.0 TRAFFIC CONTROL PLAN SERVICES**

- 8.1 The CONSULTANT will prepare TCP concepts on a roll plot with typical sections during the schematic phase. The CONSULTANT will prepare a Traffic Control Plan (TCP), at a 1"=50' scale double stacked, a Detour Plan if required and a Sequence of Work Narrative. The Traffic Control Plan will be developed in accordance with the most recent version of the Texas Manual of Uniform Traffic Control devices (TMUTCD). The TCP will identify work areas, temporary paving, temporary shoring, signing, detour alignment, barricades, temporary drainage structures, temporary retaining walls and other TCP related items as required;
- 8.2 The CONSULTANT will prepare TCP Typical Sections for each Phase of construction as required;
- 8.3 The CONSULTANT will prepare a Sequence of Work Narrative and submit to CITY for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the proposed activities shown in the TCP;
- 8.4 The CONSULTANT will obtain the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;
- 8.5 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s); and
- 8.6 The CONSULTANT will coordinate with the applicable joint bid utility companies to determine if their adjustments can be constructed according to the proposed construction sequence. If the joint bid utility adjustments cannot be constructed according to the proposed construction sequence, it will be the responsibility of the utility designer to develop any additional TCP components necessary for the proposed adjustments at the expense of the joint bid utility company.
- 8.7 The CONSULTANT will review the TCP to confirm there is positive drainage and if required, provide quantities for temporary drainage items;
- 8.8 The CONSULTANT will identify and quantify any trench protection or temporary special



shoring if required;

- 8.9 The CONSULTANT will prepare a construction schedule utilizing the Critical path Method (CPM) with appropriate software. The CPM schedule will identify the major items of work for construction of the project with durations based on available production rates for those items. The schedule will indicate tasks, subtasks, critical dates, milestones, will depict the interdependence of the various items, and will be in calendar days; and

## **9.0 ROADWAY DESIGN SERVICES**

The tasks performed for the roadway design will include, but are not limited to the following:

- 9.1 The CONSULTANT will prepare a Title Sheet which will include pertinent project information;
- 9.2 The CONSULTANT will prepare a detailed Index of Sheets that shows each sheet's location in the plan set and corresponding sheet number;
- 9.3 The CONSULTANT will prepare Project Layout Sheets at a 1"=100' scale double stacked that clearly indicate the limits of the entire project;
- 9.4 The CONSULTANT will prepare Removal Layouts at a 1"=50' scale double stacked. The layouts will indicate pavement, roadway appurtenances, and other pertinent items to be removed with details and descriptions to ensure the intent is clear;
- 9.5 The CONSULTANT will develop Horizontal Alignment Data Sheets that will include all horizontal alignment data;
- 9.6 The CONSULTANT will develop Roadway Plan and Profile Sheets at a scale of 1"=50' H and 1"=10' V. The sheets will include coordinates, superelevation data, stations, horizontal curve data, vertical profile data, elevations of key alignment features, drainage features, utilities, and any other items required for the complete construction of the Project;
- 9.7 The CONSULTANT will develop Intersection Layout Sheets at a 1"=30' scale with spot elevations and proposed grading for the intersections. The following intersections will be included:
  - a. Citadel Peak;
  - b. Golf Road (JBSA-R South Gate) ;
  - c. Greaves Lane;
  - d. Aranda Lane/Canopy Bend;
- 9.8 The CONSULTANT will prepare Miscellaneous Roadway Details which will include all necessary details not included in standard TxDOT detail sheets necessary to fully construct all portions of the Project;
- 9.9 The CONSULTANT will obtain the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;
- 9.10 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);
- 9.11 The CONSULTANT will prepare any required special specifications or special provisions and identify the applicable TxDOT general notes;
- 9.12 The CONSULTANT will prepare a request for any design exceptions, including all information

necessary to support the request, and submit them to CITY for review and approval;

- 9.13 The CONSULTANT will prepare an Opinion of Probable Construction Cost utilizing calculated quantities, TxDOT San Antonio District average unit prices, and TxDOT Statewide average unit prices as appropriate based on the judgment of the CONSULTANT;
- 9.14 The CONSULTANT will prepare a Project Manual including standard general provisions, instructions to bidders, bid forms, applicable prevailing wage rates, specifications, special provisions and any other information required for complete construction of the Project. CITY will provide a standard template for use by the CONSULTANT.
- 9.15 TDLR Registration, Review, Inspection
- 9.16 Register project with TDLR, coordinate final project review with TDLR and coordinate with TDLR for final project inspection after construction completion

## **10.0 DRAINAGE DESIGN SERVICES**

- 10.1 The tasks performed for the drainage design will include, but are not limited to the following: The CONSULTANT will prepare Hydraulic Data Sheets for all culvert crossings. For any bridge class culvert crossings the Hydraulic Data Sheet must include the following:
  - a. Structure Location Map;
  - b. Hydrologic Data Table;
  - c. Hydraulic Data Table; and
  - d. Scour analysis parameters and results;
- 10.2 The CONSULTANT will prepare Culvert Layouts for all culvert crossings. The layouts must be prepared in a plan and profile layout and include geometrics of the culvert reconstruction or modification. The layouts must also include applicable hydraulic information. The layouts will be prepared at a scale of 1"=20' H and 1"=10' V;
- 10.3 If needed, the CONSULTANT will prepare energy dissipation/erosion protection measures for the culvert outfall points and any associated detail sheets;
- 10.4 The CONSULTANT will calculate quantities for all culvert crossings;
- 10.5 The CONSULTANT will prepare a Summary Sheet for all culvert quantities;
- 10.6 The CONSULTANT will prepare a TxDOT BCS Standard Sheet which must include all culvert crossings;
- 10.7 The CONSULTANT will prepare interior Drainage Area Maps at a scale of 1"=50'. The maps will depict drainage area boundaries and include flow direction arrows. Each area must be identified with a unique number;
- 10.8 For any required inlets, the CONSULTANT will prepare runoff and inlet computations for each inlet. Inlet hydraulics will be calculated using the Rational Method. Calculated flow rates and related input must be indicated on a Runoff and Inlet Computations Sheet;
- 10.9 For any required storm sewer design, the CONSULTANT will utilize GEOPAK Drainage or other software acceptable to CITY;
- 10.10 The CONSULTANT will prepare Drainage Plan and Profile Sheets depicting locations of any inlets, manholes, storm sewers, culverts, utilities, channel improvements, ditch locations, and flow lines as required. The Drainage Plan and Profile Sheets will be prepared at a scale of 1"=50' H and 1"=10' V; If required, Storm Sewer Profiles will show pipe size, type, slope, existing ground lines, proposed ground lines above the system, pertinent hydraulic information, locations and sizes of inlets and junctions;

- 10.11 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);
- 10.12 The CONSULTANT will select the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data; and
- 10.13 If needed, the CONSULTANT will prepare special structural drainage details for drainage elements such as but not limited to: culverts, junction boxes, wingwalls, headwalls, curbs, pipes, etc.
- 10.14 The CONSULTANT will develop a drainage report to include the following: drainage area maps, drainage outfall descriptions, tailwater selection and descriptions, recommendations for mitigation of impacts and scour analysis for proposed bridges. The scour analysis will use State-approved methodology based on site conditions and provide any recommended countermeasures.
- 10.15 CONSULTANT shall prepare a Conditional Letter of Map Revision (CLOMR) for proposed improvements at Lower Seguin Road and Woman Hollering Creek based the hydraulic model prepared for the Detailed Design Phase. The CLOMR shall be completed and approved by FEMA in accordance with all applicable federal, state, and local requirements. The CLOMR will be prepared based on the Best Available Models provided on the SARA D2MR website and will be compared to the effective models. The City shall submit the CLOMR for approval; Consultant shall assist City with responses to any comments received. Payment of fee for FEMA Submittal review shall be paid for by Halff .

Specific tasks include:

- Provide a written report that details the study intent, data sources, modeling assumptions and methodology, physical changes to the watershed, and changes to the floodplain and base flood elevations.
- The CLOMR application typically includes the following MT-2 forms for floodplain mapping changes. Encroachment analysis will be included since a floodway exists on the effective FIRM.

Form 1	Overview & Occurrence
Form 2	Riverine Hydrology and Hydraulics Form
Form 3	Riverine Structures Form

- Update mapping exhibits including floodplain work maps and FEMA FIRM panel overlay maps based on project grading.
- Provide property owner notifications as required by FEMA.
- Perform final QA/QC of the report narrative, exhibits, profiles, and MT-2 forms. Review forms will be included in the final report submittal.

Halff will respond to 1 round of comments made by the City and 1 round of comments from FEMA on the CLOMR application package. Based on the comments received, Halff will make necessary revisions to the submittal package and provide additional required information to fulfill FEMA requirements for issuance of a CLOMR for this project.

#### 10.16 POST-CONSTRUCTION SERVICES:

CONSULTANT shall prepare a Letter of Map Revision (LOMR) for Lower Seguin Road and Woman Hollering Creek based on the final as-built plans and the hydraulic model prepared during the Detailed Design Phase and CLOMR submittal. The LOMR shall be completed and approved by FEMA in accordance with all applicable federal, state, and local requirements.

The LOMR will be prepared based on the latest DFIRM models considered the effective models. The City shall submit the LOMR for approval; Consultant shall assist City with responses to any comments received. Payment of fee for FEMA Submittal review shall be paid for by Halff.

## **11.0 STRUCTURAL DESIGN SERVICES**

11.1 Engineering design and construction documents for one, prestressed concrete slab beam bridge designed to TxDOT 2014 standards (2024 standards if agreed upon at the beginning of the project).

- a. Bridge layout
- b. Typical bridge section
- c. Summary of bridge quantities and bearing seat elevations
- d. Abutment plan, sections, and details
- e. Bent cap plan sections and details
- f. Foundations designed detailed according to TxDOT FD standard.
- g. Single unit framing plan, (prestressed concrete slab beams designed and detailed according to TxDOT standard slab beam designs)
- h. Single unit deck plan and deck section (Deck designed and detailed according to TxDOT standards for prestressed concrete slab beam bridge)

11.2 Engineering design coordination and construction documents for a maximum of 600-linear feet of TxDOT standard cast-in-place retaining walls

11.3 Submissions

- a. 60%- Bridge Layout and Bridge Typical Section
- b. 90%-
  - i. Bridge layout
  - ii. Typical bridge section
  - iii. Summary of bridge quantities and bearing seat elevations
  - iv. Abutment plan, sections, details, and foundation details
  - v. Bent cap plan sections details, and foundation details
  - vi. Single unit framing plan, (prestressed concrete slab beams designed and detailed according to TxDOT standard slab beam designs)
  - vii. Single unit deck plan and deck section (Deck designed and detailed according to TxDOT standards for prestressed concrete slab beam bridge)
  - viii. Structural retaining wall details
  - ix. TxDOT standard details applicable to bridge project
- c. 100%- standards and sealed construction drawings

11.4 Assistance with cost estimates at 60%, 90% and 100% submissions

11.5 Construction Services

- a. Up to (7) Submittal Reviews
- b. Up to (6) Site visits
- c. RFI Responses

Exclusions/Add Services:

- 1. Preparation of drawings for TxDOT review.
- 2. Additional milestone submissions exceeding (1) at 60%, 90%, and 100%.
- 3. Custom engineering designs that fall outside TxDOT standards.

## **12.0 TRAFFIC, SIGNING AND PAVEMENT MARKINGS SERVICES**

The tasks performed for the traffic, signing and pavement marking design will include, but are not limited to the following:

- 12.1 The CONSULTANT will prepare proposed signing layouts, and proposed pavement marking and delineation layouts on the same sheets at a scale of 1"=50'. The layouts will identify the various types of proposed signing, striping, and delineation. Signing and striping will be in accordance with the latest version of the TMUTCD or applicable TxDOT standards;
- 12.2 The CONSULTANT will assign a unique number to each sign that will relate that sign to the sign summary sheet;
- 12.3 The CONSULTANT will prepare pavement marking details for instances in which standards do not apply or are not appropriate;
- 12.4 The CONSULTANT will prepare special sign panel details utilizing SignCAD as needed;
- 12.5 The CONSULTANT will prepare the Summary of Small Signs table utilizing the most current applicable TxDOT and CITY standards. No large guide signs are anticipated;
- 12.6 The CONSULTANT will select the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data.
- 12.7 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s).
- 12.8 The CONSULTANT will select the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;
- 12.9 Traffic Signal Design
  - a. The CONSULTANT will design a traffic signals for the intersection at Lower Seguin Road and the South Entrance to Randolph Air Base & Citadel Peak & Hollering Vine (underground elements only for future signalization. The CONSULTANT will prepare Traffic Signal Design Layouts depicting existing utilities, permanent traffic signal poles and mast arms, pedestrian signal poles, pedestrian signals, push buttons, controller cabinet assemblies, signal heads, street lights, detector loops or other detection systems, conduit ground boxes, power sources with distribution to signal service, communications connections, wiring diagrams, pavement markings, signal phasing plan, conduit and cable chart, pole summary chart, phasing sequence, pole details, pole locations diagram, and all other items required for the complete construction of the signals;
  - b. The CONSULTANT will prepare a Traffic Signal Timing Study for each intersection; and
  - c. The CONSULTANT will calculate quantities for all items, prepare a quantity Summary Sheet(s) and opinion of probably construction costs; and
  - d. The CONSULTANT will select the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data;

### **13.0 ENVIRONMENTAL AND STORM WATER MANAGEMENT PLAN**

The tasks performed for the Environmental, Storm Water Management Plan, and Tree Preservation will include, but are not limited to the following:

- 13.1 The CONSULTANT will prepare the Environmental Permits, Issues, and

Commitments sheet using the latest TxDOT standard form sheet based on required environmental permits and documentation;

- 13.2 The CONSULTANT will develop a Storm Water Pollution Prevention Plan (SW3P) Narrative sheet that will include information such as the project description, project location, and indicate SW3P structural practices to be provided along the Project. The SW3P will be prepared for the length of the Project;
- 13.3 The CONSULTANT will prepare SW3P Layouts to include the necessary controls to minimize the runoff of sediment during construction. The layouts will include permanent storm water features as appropriate. The SW3P control measures will be prepared and designed in accordance with the proposed phasing of construction. The layouts will be at a scale of 1"=50' double stacked;
- 13.4 The CONSULTANT will calculate quantities for all items and prepare a quantity Summary Sheet(s);
- 13.5 The CONSULTANT will obtain the most current applicable TxDOT standards for inclusion in all plan submittals. Standards that require modification will be modified and sealed by a Professional Engineer licensed by the State of Texas. All standards will have the title blocks filled out with the applicable project data; and
- 13.6 The CONSULTANT will prepare a Storm Water Pollution Prevention Plan (SW3P), SW3P Manual and Best Management Practices Plan in full compliance with the most current TPDES General Permit for control of erosion during and after construction.

#### **14.0 SUBMITTAL REQUIREMENTS**

Project Design Services Submittals will include the following:

- 14.1 Submittal and Review Meetings:
  - a. 60, 90 and 100 percent submittals will be required; and
  - b. The CONSULTANT will attend 60, 90 and 100 percent submittal review meetings. Comments and revisions will be incorporated into the deliverables for the next submittal. The CONSULTANT will prepare meeting minutes of each review meeting and submit to CITY within three (3) business days after the meeting date.
- 14.2 60 Percent Submittal:
  - a. Provide three (3) paper copies for review of the items listed below and one (1) CD or Storage Device containing electronic copies. Plan sheets and cross-sections will be prepared and submitted in 11"x17" tabloid paper format;
  - b. The submittal must include the following:
    - i. Title Sheet;
    - ii. Index of Sheets;
    - iii. Project Layout Sheets;
    - iv. Existing & Proposed Typical Sections;
    - v. General Notes & Specifications;
    - vi. Estimate & Quantity Data Sheet;
    - vii. Summary Sheets;
    - viii. Sequence of Work;

- ix. Traffic Control Plan Sheets;
- x. Traffic Control Standards;
- xi. Survey Control Data Sheets;
- xii. Horizontal Alignment Data Sheets;
- xiii. Removal Layouts;
- xiv. Roadway Plan & Profile Sheets;
- xv. Intersection Layouts;
- xvi. Driveway Details;
- xvii. Miscellaneous Roadway Details;
- xviii. Roadway Standards;
- xix. Bridge Details;
- xx. Drainage Area Maps;
- xxi. Culvert Layouts;
- xxii. Hydrologic & Hydraulic Computation Sheets;
- xxiii. Storm Sewer Detail Sheet;
- xxiv. Miscellaneous Drainage Details;
- xxv. Drainage Standards;
- xxvi. Bridge Class Culvert Layouts;
- xxvii. Estimated Quantities;
- xxviii. Signing & Pavement Marking Layouts;
- xxix. Signing & Pavement Marking Standards;
- xxx. Summary of Small Signs;
- xxxi. Small Sign Details;
- xxxii. Existing Signal Conditions Layout;
- xxxiii. Proposed Signal Layout (if required);
- xxxiv. Signal Wiring Diagram;
- xxxv. Conduit Schedule, & Charts;
- xxxvi. Traffic Signal Standards including the TS-FD, MA & LMA Standards;
- xxxvii. SW3P Layouts;
- xxxviii. Existing Utility Layouts;
- xxxix. Roadway Cross-Sections;
- xl. Updated Opinion of Probable Construction Cost;
- xli. Updated Construction Schedule;
- xl. Updated Project Design Schedule;
- xl. Utility Tracking Report;
- xliv. Draft Geotechnical Engineering and Pavement Design Report;
- xliv. Draft Hydrologic and Hydraulic Drainage Report; and

#### 14.3 90 Percent Submittal:

- a. Provide three (3) paper copies for review of the items listed below and one (1) CD or Storage Device containing electronic copies. Plan sheets and cross-sections must be prepared and submitted in 11"x17" tabloid paper format;
- b. The submittal must include the following:
  - i. Updated Title Sheet;
  - ii. Updated Index of Sheets;
  - iii. Updated Project Layout Sheets;
  - iv. Updated Existing & Proposed Typical Sections;
  - v. Updated General Notes & Specifications;
  - vi. Updated Estimate & Quantity Data Sheet;
  - vii. Updated Summary Sheets;
  - viii. Updated Sequence of Work;
  - ix. Updated Traffic Control Plan Sheets;
  - x. Updated Traffic Control Standards;
  - xi. Updated Survey Control Data Sheets;
  - xii. Updated Horizontal Alignment Data Sheets;
  - xiii. Updated Removal Layouts;
  - xiv. Updated Roadway Plan & Profile Sheets;
  - xv. Updated Intersection Layouts;
  - xvi. Updated Driveway Details;
  - xvii. Updated Miscellaneous Roadway Details;
  - xviii. Updated Roadway Standards;
  - xix. Updated Drainage Area Maps;
  - xx. Updated Culvert Layouts;
  - xxi. Updated Hydrologic & Hydraulic Computation Sheets;
  - xxii. Updated Storm Sewer Detail Sheet;
  - xxiii. Updated Miscellaneous Drainage Details;
  - xxiv. Updated Drainage Standards;
  - xxv. Updated Bridge Class Culvert Layouts;
  - xxvi. Updated Estimated Quantities;
  - xxvii. Updated Signing & Pavement Marking Layouts;
  - xxviii. Updated Signing & Pavement Marking Standards;
  - xxix. Updated Summary of Small Signs;
  - xxx. Updated Small Sign Details;
  - xxxi. Updated Existing Signal Conditions Layout;



- xxxii. Updated Proposed Signal Layout (if required);
- xxxiii. Updated Signal Wiring Diagram;
- xxxiv. Updated Conduit Schedule & Charts;
- xxxv. Updated Traffic Signal Standards including the TS-FD, MA & LMA Standards;
- xxxvi. Updated SW3P Layouts;
  - xxxvii. Updated Existing Utility Layouts;
- xli. Updated Roadway Cross-Sections;
- xxxviii. Updated Opinion of Probable Construction Cost;
- xxxix. Updated Construction Schedule;
- xl. Updated Project Design Schedule;
- xli. Updated Utility Tracking Report;
- xl. Draft Project Manual; and
- xl. Draft Storm Water Pollution Prevention Plan for Construction;

#### 14.4 100 Percent Submittal:

- a. The submittal must include the following:
  - i. Four (4) original signed (electronic signatures allowed) and sealed 11"x17" tabloid paper sets of the Final Construction Drawings;
  - ii. Four (4) original Project Manuals and Bid Documentation for advertisement and letting;
  - iii. Four (4) original Storm Water Pollution Prevention Plan for Construction; and
  - iv. One (1) CD or Storage Device containing electronic copies of all files including PDFs of the 100 percent submittal documents, all AutoCAD files.

### 15.0 BID PHASE SERVICES

Bid Phase Services will include the following:

- 15.1 The CONSULTANT will attend the Pre-Bid Meeting with CITY and prospective bidders. The CONSULTANT will prepare meeting minutes and submit to CITY within three (3) business days of the meeting;
- 15.2 The CONSULTANT will respond to Contractor questions raised during the bidding process and develop addenda to the Bid Documentation as required;
- 15.3 The CONSULTANT will attend the formal bid opening;
- 15.4 The CONSULTANT will prepare a bid tabulation, analyze Contractor bids, check references and provide a Recommendation to Award to the apparent lowest responsive responsible bidder within five (5) business days of receiving the bid documents from CITY; and
- 15.5 The CONSULTANT will furnish a set of Final Construction Contract Documents including plan sheets, Project Manual and Storm Water Pollution Prevention Plan (SW3P Manual) to the awarded Contractor.

## **16.0 CONSTRUCTION PHASE SERVICES**

Construction Phase Services will include the following:

- 16.1 The CONSULTANT will attend the Pre-Construction Meeting with CITY and the awarded Contractor. The CONSULTANT will prepare meeting minutes and submit to CITY within three (3) business days of the meeting;
- 16.2 The CONSULTANT will provide a one-time staking of the Project control at 100-foot intervals and all inflection points. Limits of Right-of-Way and Easements will also be flagged;
- 16.3 The CONSULTANT shall provide the necessary number of control points/benchmarks on the ground for the Project and confirm the horizontal and vertical control correspond with the design plans;
- 16.4 The CONSULTANT will attend monthly status meetings (up to 24 meetings) at the Project location with CITY and the Contractor. The CONSULTANT will prepare meeting minutes and submit to CITY within three (3) business days of the meeting;
- 16.5 The CONSULTANT will make periodic visits (up to 24 visits) to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, monthly written reports relating to such visits. The CONSULTANT will not be required to make continuous on-site inspections to check the quality or quantity of the work. The CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. However, the CONSULTANT will report to CITY any deficiencies in the work actually detected by the CONSULTANT. If more than four (4) visits are required in any one (1) month, compensation may be requested;
- 16.6 The CONSULTANT will review the Contractor's submittals such as Shop Drawings, Product Data and samples and take appropriate action (no exceptions, exceptions noted, reject, etc.) up to 40 total, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action will be taken with reasonable promptness to minimize delay. Reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto;
- 16.7 CITY will require the Contractor to submit to the CONSULTANT any request for additional information (RFI). The CONSULTANT will review and deliver to CITY its written recommendation regarding the RFI. It is anticipated that there will be two (2) RFI's per month during the Project. If additional RFI's are generated above four (4) per month compensation may be requested. RFIs deemed to be due to inconsistencies in the Contract Documents will not be counted in the estimated number of RFI's in the contract;
- 16.8 The CONSULTANT will receive and review certificates of inspections, testing (to include Field, Laboratory, Shop and Mill testing of materials), and approvals required by laws, rules, regulations, ordinances, codes, orders or the specifications to determine generally that the results certified do substantially comply with the specifications. The CONSULTANT will also recommend to CITY special inspection or testing when deemed necessary to ensure that materials, products, assemblages and equipment conform to the design concept and the specifications;
- 16.9 The CONSULTANT will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor;
- 16.10 The CONSULTANT will review monthly pay estimates and recommend approval or other

appropriate action on such estimates;

- 16.11 The CONSULTANT will perform one (1) with CITY representative(s) final inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with the design concept and intent of the specifications, assist CITY in consultation and discussions with the Contractor concerning such deficiencies, and make recommendations as to replacement or correction of the defective work;
- 16.12 After completion of the work, and before final payment to the Contractor, it will be CITY's responsibility to require a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. The CONSULTANT, after receiving this information, will transfer the information to a set of "Record Drawings" or "As-Builts" for CITY's permanent file. The CONSULTANT will also provide the As-Builts in PDF format. CITY will not hold the CONSULTANT responsible for the information provided by the Contractor;
- 16.13 CITY will require the Contractor to submit to the CONSULTANT who will review and deliver to CITY manufacturer's warranties or bonds on materials and equipment incorporated in the Project for which such warranties or bonds were required by the specifications;
- 16.14 The CONSULTANT will review and assist in the development at the request of CITY, any changes, alterations or modifications to the Project that appear to be advisable and feasible and in the best interest of CITY. The CONSULTANT must be cognizant that any such change may affect one or more of the various utilities and every effort will be made to avoid creating a conflict because of the change. Such alterations will appear on or be attached to CITY's form "Field Alteration Request." It should be anticipated that there will be no more than four (4) modifications to the Project. Modifications deemed to be due to inconsistencies in the design documents will not be counted in the estimate number of modifications in the contract;
- 16.15 The CONSULTANT will field verify and develop a letter to certify the permanent BMPs or measures were constructed as designed. This will serve as the certification letter that will be submitted to the TCEQ San Antonio Regional Office within 30 days of site completion; and

## **17.0 PUBLIC INVOLVEMENT (Included in Schematic Phase)**

### **18.0 Right-of-Way Acquisition Services**

- 18.1 Appraisal Services - provided by Lowery Property Advisors. Mario Caro, MAI, AI-GRS, will prepare complete appraisal report for the parcel to be acquired utilizing forms as applicable. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- 18.2 Appraisal Review Services - will be provided by Valbridge Property Advisors. Paul Grafe, MAI, CCIM, will review appraisal report for the parcel to determine consistency of values, supporting documentation related to the conclusion reached, and compliance with the City of Schertz policies and procedures and the Uniform Standards of Professional Appraisal Practices and prepare and submit to the City the Form "Tabulation of Values," for the appraisal.
- 18.3 Acquisition Services -
  - a. Analyze preliminary title commitment report to determine potential title problems, propose and inform the client of methods to cure title decencies. This includes analysis of access easements.

- b. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as abstractor fees) these costs must be reimbursed to Halff as pass-through costs.
- c. Analyze appraisal and appraisal review reports and confirm the City's approved value prior to making offer for the parcel.
- d. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- e. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the city on applicable forms.
- f. The written offer, appraisal report, and required brochures must be sent to the property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- g. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) and the unsigned CMRRR receipt for billing purposes.
- h. Respond to property owner's inquiries verbally and in writing within three business days.
- i. Prepare a separate negotiator contact report for the parcel.
- j. Maintain parcel file of original documentation related to the purchase of the real property or property interests.
- k. Advise property owner on the Administrative Settlement process. Transmit to the City any written counteroffer from property owner including supporting documentation, and provider recommendation, with regard to Administrative Settlements in accordance with the City's policy and procedures.
- l. Prepare final offer letter, documents of conveyance as necessary, and provide by CMRRR.

## **ASSUMPTIONS**

Fees do NOT include:

- a. Title insurance premiums
- b. Title Escrow, Search and Commitment Cost (\$50.00-\$500.00 per parcel)
- c. Title Curative Processing Fees
- d. Title Curative Incidental Penalties
- e. Real Property Recording Fees
- f. Purchase prices
- g. Residential move costs or replacement housing supplements. (estimate between \$40,000 to \$75,000 per displaced family unit)
- h. Business relocation move costs, search fees or re-establishment costs. (Business relocations can be as low as \$40,000 generally up to \$250,000)
- i. Relocation incidentals such as, but not limited to mortgage interest

- differential expenses
- j. Asbestos and Abatement
- k. Demolition

## 19.0 Grant Application Preparation

The proposed scope of services outlines the items that Halff, Inc. (Halff) shall provide to assist the City of Schertz (City) in the development and submission of a grant funding application to the U.S. Department of Defense (USDOD) Defense Community Infrastructure Program (DCIP). The proposed project will consist of roadway widening and the reconstruction of a 2.9-mile segment on Lower Seguin Road

### 19.1 Kick-Off Meeting

- a. Halff will conduct one (1) virtual consultation kickoff meeting with the City to discuss key items such as the scope and parameters for the grant application efforts and schedule.
- b. Halff will assist the City, if needed, in coordinating the electronic submission of the application through the Grants.gov portal.

**Deliverable:** Digital PDF copy of meeting minutes and submission confirmation (if applicable)

### 19.2 Application Preparation

- a. Halff will develop the technical proposal for submission under the USDOD DCIP. Halff will prepare the following elements:
  - a. Cover Page
  - b. Narrative
    - i. Table of Contents
    - ii. Installation Need
    - iii. Project Description
    - iv. Location & Map
    - v. Project Engineering Information
    - vi. Identification of Project Parties
    - vii. Overview of Funding Sources
    - viii. Detailed Budget and Cost Estimate
    - ix. Project Development Schedule
    - x. Environmental Risk and Compliance Summary
    - xi. Planning and Permitting Approvals
    - xii. Summary of Grants Management Experience
  - c. Letter of Support from Installation Commander
  - d. Letter of Authorization from the City for Proposal Submission
- b. Halff will assist in completing mandatory Federal Forms
  - a. City staff will assist in obtaining the required signatures on the Mandatory Federal Forms for technical proposal submission.
- c. Submit a draft application to the City for city review and comments. One (1) meeting will be held to discuss comments and outstanding items.
- d. Submit the final City application for city review and comments.

**Deliverables:** Digital Word document of Letters of Support and PDF and Word technical proposal

package.

### 19.3 Grant Administration

- a. Halff will provide grant administration services to the City. Grant administration service task activities include:
  - a. Information Management and Coordination
    - i. Provide general advice to the City and its staff with respect to the implementation of the project and regulatory matters.
    - ii. Furnish forms, policies, and procedures for implementation of the project.
    - iii. Provide technical assistance to City personnel who will be directly involved in the program for routine tasks, using guidance provided by USDoD DCIP.
    - iv. Serve as liaison for the City during any routine monitoring visits by staff representatives from USDoD.
    - v. Assist City in meeting any citizen participation, personnel, and other regulations as may be required for participation in the USDoD DCIP program.
  - b. General Administration and Reporting
    - i. Assist City in developing a record keeping system consistent with the program guidelines, including the establishment and maintenance of program files.
    - ii. Prepare and submit City's required reports to USDoD.
    - iii. Assist City in preparing any grant agreement amendments and/or modifications along with related documentation, public notices, etc. as requested by City.
    - iv. Other general administrative tasks not listed here that are requested by the City and agreed to in writing by Consultant.
  - c. Financial Management
    - i. Assist City in proving its ability to manage the USDoD DCIP funds to the agency's audit division.
    - ii. Assist City in establishing and maintaining a direct deposit account and/or separate local bank account, journals, and ledgers to document project expenses.
    - iii. Assist City in submitting any required direct deposit authorization forms and/or depository/authorized signatory forms to USDoD.
    - iv. Assist City in preparation of drawdown/reimbursement requests and disbursement of funds within the allotted time period.
  - d. Procurement and Contracting
    - i. Review procurement methods used by City ensure construction contractors are procured in compliance with USDoD DCIP program requirements.
    - ii. Review construction bid and contract documents for compliance with USDoD DCIP program requirements.
  - e. Labor Standards Compliance

- i. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
  - ii. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
  - iii. Assist or act as local labor standards officer for this project, if required.
  - iv. Select and verify correct prevailing wage rate with USDoD.
  - v. Verify construction contractor and subcontractors for eligibility.
  - vi. Review weekly certified payrolls submitted by construction prime and subcontractors and conduct compliance follow up.
  - vii. Submit any requests for additional job classifications to USDoD, if necessary.
  - viii. Coordinate employee interviews to evaluate David-Bacon and Related Acts (DBRA) wage compliance.
  - ix. Request from project engineer and, upon receipt, process and submit change orders to USDoD, if required.
  - x. Obtain Certificate of Construction Completion, prepare a Final Labor Compliance Report, and submit to USDoD.
- f. Project Monitoring and Closeout
  - i. Prepare any project completion reports and closeout documentation for City as required by the USDoD DCIP program.
  - ii. Assist City in responding to any monitoring or audit findings and resolving any third-party claims.
  - iii. Provide the City's auditor with any USDoD DCIP audit guidelines.

**Deliverable:** Digital PDF copy of Final Performance Report with digital PDF copy of completed DCIP Grant Administration Project File.

#### 19.4 Post-Application Submission Assistance

- a. Once the grant application has been submitted, Halff will assist the City with questions that may arise during the grant review process.

**Deliverable:** Digital PDF copy of meeting minutes.

#### EXCLUSIONS AND ASSUMPTIONS

- a. Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided under this agreement and will be discussed as an add-on service to this task order.
- b. If the City requests significant modifications or changes in the Scope of Services, general scope, extent, or character of the project, Halff's time of performance, compensation, and schedule shall be adjusted equitably.
- c. Examples of Additional Services associated with the Project (not all inclusive)
  - 1. Re-staking all destroyed hubs and checking alignment of existing hubs upon authorization by CITY's representative. Elevations of all hubs shall be reestablished. Re-staking shall be done as required, and a cut sheet based on such re-stake shall be prepared.

2. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project other than what's included in the contract.
3. Preparation or review of environmental assessments and impact statements other than what's included in the contract.
4. Review and evaluation of the effect on design requirements of the Project of any assessments, statements, or documents prepared by others other than what's included in the contract.
5. Assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project other than what's included in the contract..
6. Revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, or codes enacted subsequent to the preparation of such studies, reports and documents or are due to causes beyond CONSULTANT's control.
7. Preparing documents for alternate bids requested by CITY; and preparing CITY-initiated addenda and delivery expense, when not a part of original bid package.
8. Investigations involving detailed considerations of operations, maintenance and overhead expenses.
9. Providing a Water Pollution Abatement Plan ("WPAP") for projects over the Edwards Aquifer Recharge Zone and following through the TNRCC approval process.
10. Preparation of feasibility studies not required in the base Agreement.
11. Cash flow and economic evaluations, rate schedules and appraisals.
12. Detailed quantity surveys of materials, equipment and labor during or after construction phase.
13. Audits or inventories required in connection with construction performed by CITY.
14. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions by CITY proposed by the Contractor; and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by the Contractor.
15. Services involving out-of-town travel required of CONSULTANT and which are necessary for the advancement and completion of the Project.
16. Additional Services during construction of the Project which are made necessary by a significant amount of defective or neglected work of the Contractor.
17. Preparation of operating and maintenance manuals.
18. Additional or extensive assistance after initial startup in the utilization of any equipment or system such as post initial startup testing, adjusting and balancing.
19. Training personnel for operation and maintenance.
20. Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project other than what's included in the contract.



21. Actual performance of test borings and other soil or foundation investigations and related analysis other than what's included in the contract.
22. Detailed mill, shop and/or laboratory inspection of materials or equipment.
23. Additional copies of reports, drawings and specifications over the number specified in the base contract.
24. Providing renderings or models for CITY use.
25. Project aerial mapping if required by CITY beyond requirement of basic contract.
26. Preparation of all documents dealing with 404 permits, highway permits, and railroad agreements other than what's included in the contract.
27. Detailed measurements and surveys for exploration for utilities, if required other than what's included in the contract..
28. Provide a drawing with Metes and Bounds Descriptions that is tied to CITY'S right-of-way strip map for all temporary and permanent easements that may be required other than what's included in the contract.
29. Landscape and irrigation design.
30. Tree planting plan or Urban forestry plan.
31. Design of electrical, telephone, or other utility improvements except as noted herein.
32. City, County or government review fees and taxes other than what's included in the contract.
33. Condemnation Support Services.
34. Any services stated in this proposal are based on project details provided by the city and gathered in the schematic phase. Modification to the project may be considered out of scope. This proposal assumes that the city will provide all pertinent information to complete the stated services and, if applicable, to facilitate direct communication with the project team,

## GRANT SCHEDULE

Half agrees to complete and submit all work required by the city as defined in the contract set forth required to meet the submittal deadline of **June 6, 2025**, with post-grant assistance expected within six months after grant deadline.

## Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

Based on our experience with similar projects, the following boring field exploration is planned for this geotechnical study

### New Bridge

Number of Borings <sup>3</sup>	Planned Boring Depth (feet) <sup>1,2</sup>	Planned Location
B-1 through B-3	80	New Bridge
B-4 through B-7	40	Proposed Retaining Walls

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.
2. Depth is below existing ground surface
3. TxDOT Cone Penetration Test (TCP) and Standard Penetration Test (SPT)

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borehole locations with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations of land locations will be obtained by interpolation from a site specific, surveyed topographic map.

Terracon will place labeled wooden stakes at the locations where borings are performed so they can be surveyed by others, if needed. Terracon will provide latitude, longitude, and elevation on the boring locations based on information provided by the surveyor or coordinates collected using our hand-held GPS. The locations may need to be adjusted somewhat based on access conditions at the time of our field activities.

**Subsurface Exploration Procedures:** Drilling services will be performed using a truck-mounted drill rig for the borings. The TxDOT cone penetration test will be performed in accordance with TxDOT Method Tex-132-E (**TCP**). Samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling. If rock is encountered, NX rock coring will be performed. The percent recovery and Rock Quality Designation (RQD) will be recorded.

Sampling for borings will be performed at about 2-foot intervals in the upper 10 feet and at about 5-foot intervals thereafter. We will collect open-tube and/or split-barrel samples. We intend to collect open-tube samples in predominantly cohesive soils in which quality

recovered samples can be obtained. Split-barrel samples will generally be collected in cohesionless soils or in instances where good-quality open-tube samples cannot be recovered.

For the borings, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Sampling will be in general accordance with industry standard procedures wherein Shelby tube samplers will typically be used in clay materials or split-barrel samplers in granular material in general accordance with the standard penetration test (SPT).

**Property Disturbance:** Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping and/or crops.

We will backfill the borings with cement/grout upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request. The boring located in the existing pavement will be patched with asphalt/concrete to match existing pavement.

Our fee is based on the site being accessible to our drill rigs and additional costs may result if the site cannot be accessed. This scope does not include services associated with surveying of boring locations, obtaining permits, location of on-site underground utilities (besides the 811 one-call service), wet/unusually soft ground conditions, site clearing, or repair to damage of landscape. If such conditions are known to exist on the site or for this project, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

## Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers only standard personal protective equipment (PPE) consisting of steel-toed boots, hard hat, safety vest, fire resistant clothing, eye protection, hearing protection, and gloves. We further assume that no additional equipment, safety training, or certification will be necessary. If any additional PPE, equipment, safety training, or certifications are necessary, Terracon should be contacted to revise the scope and costs presented in this proposal. Furthermore, our Scope of Services do not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Our budget does not include any safety training besides Terracon's standard safety requirements. If any safety training, certification, and orientation is required for the field exploration, Terracon needs to be notified and additional fees will be required based on the requirement. Additionally, we have not budgeted for any necessary permits required for work at the site. We have assumed any necessary permits will be arranged by others, and an escort will be provided, if required.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Texas811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site.

**Site Access:** Terracon must be granted access to the site by the City of Schertz.

## Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Tex-103-E Determining Moisture Content in Soil Materials
- Tex-104-E Determining Liquid Limit of Soils
- Tex-105-E Determining Plastic Limit of Soils
- Tex-106-E Calculating the Plasticity Index of Soils
- Tex-111-E Determining the Amount of Materials in Soils Finer than the 75 µm (no. 200) Sieve.
- Tex 145-E Determining Sulfate Content in Soils - Colorimetric Method
- ASTM D-2166 Standard Test Method for Unconfined Compressive Strength of Cohesive Soil (if applicable and soil is recovered with Shelby tube)
- Evaluating Laboratory Corrosion Tests in Soils (ASTM G162-18)
- Tex-110-E Particle Size Analysis of Soils (Hydrometer)
- Unconfined Compressive Strength (UCS)
- Unconsolidated Undrained (UU) triaxial

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during, after completion drilling and after 24 hours of drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations
- LPile parameters
- Recommendation for drilled shaft including Wincore logs and capacity curves
- Estimated settlement of foundations
- Lateral earth pressure for retaining walls
- Global stability analysis for the planned retaining wall and embankment
- Provide embankment recommendations for stability of the embankment and the overlying pavement
- Seismic site classification based on IBC
- Pavement thickness recommendations based on FPS 21 if FWD data is provided
- Parameters for scour analysis

In addition to an emailed report, your project will also be delivered using our **Compass Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results

## ■ Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

## Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

# CITY OF SCHERTZ

## CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:	Transportation	Project Code:	SO2
Project Title:	Lower Seguin Road Reconstruction		
Project Manager:	Engineering		
Location Description:	Seguin Road, Loop 1604 to FM 1518		
Project Summary:	Reconstruct Lower Seguin Road between Loop 1604 and FM 1518 to the arterial street sections identified in the Master Thoroughfare Plan. The new pavement section will be stronger than the existing pavement to accommodate the existing and future traffic on the street.		
Start Date:	Jan-24		
Completion Date:	Fall 2026		

### Project Forecast

	Prior									
	Appropriation	2023-24	2024-25	2025-26	2026-27	2027-28	2028-33	Total Cost		
ProposedFunding Source										
Bonds	\$ -	\$ 15,000,000	\$ -	\$ 3,200,000	\$ -	\$ -	\$ -	\$ 18,200,000		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Funding Source	\$ -	\$ 15,000,000	\$ -	\$ 3,200,000	\$ -	\$ -	\$ -	\$ 18,200,000		
Expenditure										
Land Purchase	\$ -	\$ -	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ 900,000		
Professional Services	\$ -	\$ 985,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 1,285,000		
Construction	\$ -	\$ -	\$ -	\$ 16,015,000	\$ -	\$ -	\$ -	\$ 16,015,000		
Total Expenditure	\$ -	\$ 985,000	\$ 1,200,000	\$ 16,015,000	\$ -	\$ -	\$ -	\$ 18,200,000		



# CITY OF SCHERTZ

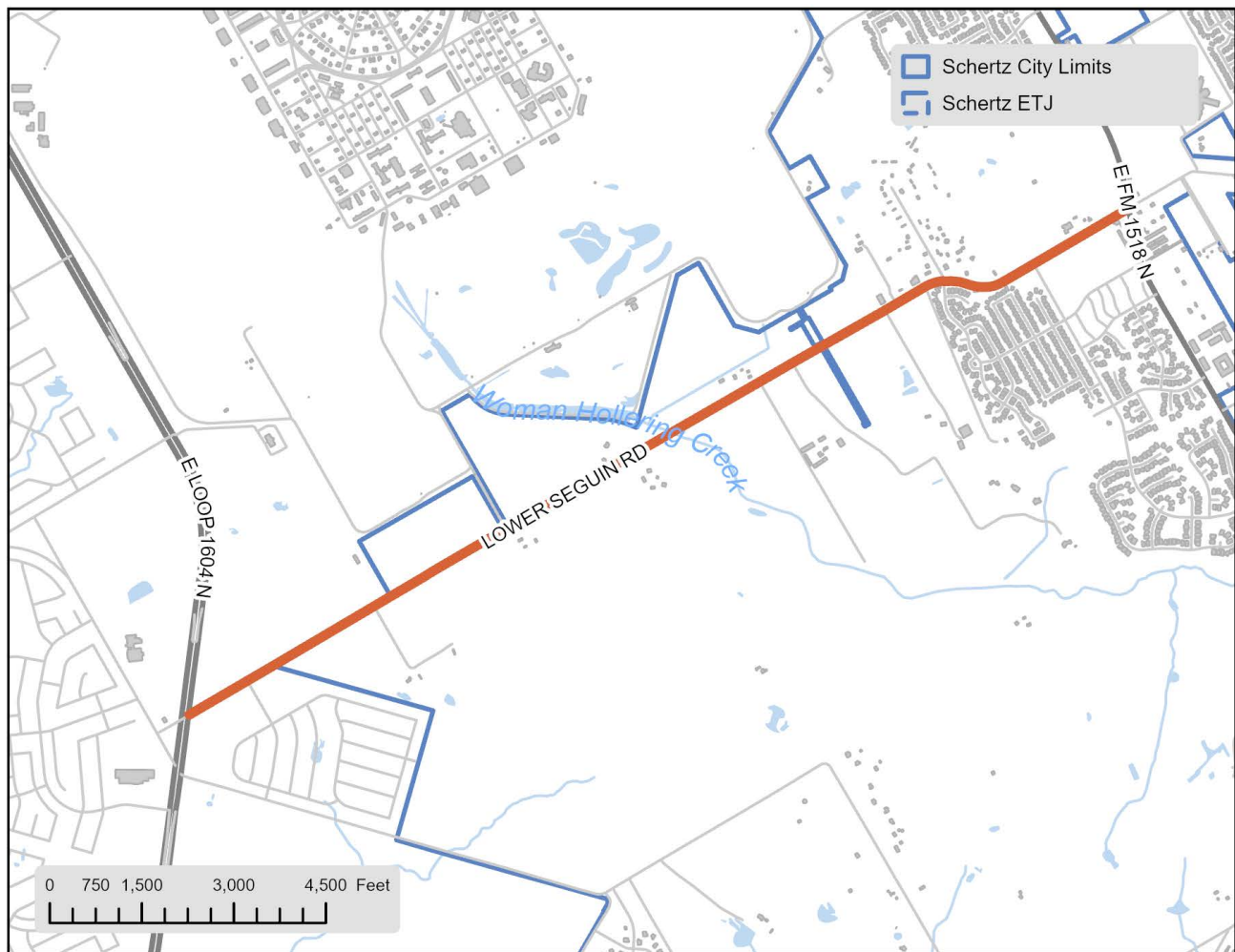
## CAPITAL IMPROVEMENT PROJECT SHEET

Project Type:  Project Code:

Project Title:

Location:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



LOWER SEGUIN ROAD RECONSTRUCTION

**SCHERTZ**  
COMMUNITY • SERVICE • OPPORTUNITY



**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** Police Department  
**Subject:** Resolution 25-R-029 - Authorizing an Interlocal Agreement with Guadalupe County for Lease Use of County Facility (S.Williams/J.Lowery)

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**BACKGROUND**

The Schertz Police Department has outgrown its current facility for administrative and operational needs. There is a new Public Safety building in the long term CIP plan that is projected for four to eight years to complete, if approved. In order to maintain current and future operational capacity, the police department will need temporary facilities to provide work space until the completion of the new Public Safety building. We have identified a building that is owned by Guadalupe County that would provide such operational space for approximately eight years. The property room, Criminal Investigations, and the Crime Victims Liaison will be relocated to this location, freeing up space at our current facility. Guadalupe County has indicated that they are willing to provide the shell office space area with HVAC, water, two sets of male and female restrooms, and will provide water and electricity at no additional fee. The City of Schertz would be responsible for building the shell facility and covering said costs and, upon vacating the location, the office structure would remain in place.

**GOAL**

To provide spacing for immediate and future growth of the police department while a new Public Safety building plan is being considered for construction. The CIP plan is presently projecting a four to eight year build out for this project.

**COMMUNITY BENEFIT**

This would allow the Police Department to continue to maintain operational fitness while limiting costs while awaiting the construction of a new Public Safety building.

**SUMMARY OF RECOMMENDED ACTION**

Approval of Resolution 25-R-029.

**FISCAL IMPACT**

The projected cost for this project is \$500,000; \$400,000 for the Guadalupe County building shell build-out and \$100,000 for remodeling the current Police Department when the identified units transition to the new location. These projects were included as part of the CIP that was approved by Council as part of the budget process.

**RECOMMENDATION**

Approval of Resolution 25-R-029.

Resolution 25-R-029 with attachments

Approved CIP Projects - PD

## **RESOLUTION 25-R-029**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH GUADALUPE COUNTY FOR USE OF COUNTY FACILITY AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, Guadalupe County (“County”) and the City of Schertz (“City”) wish to enter into an Agreement relating to the use of the County facility located at 1052 Farm-To-Market Rd 78, Schertz, TX 78154 and set out the terms, rights, duties, and responsibilities with respect thereto; and

**WHEREAS**, the County and the City are political subdivisions of the State of Texas and are authorized to enter into an Agreement pursuant to Texas Government Code Chapter 791.001, as amended;

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

Section 1. The City Council hereby grants authority to the City Manager to execute the Interlocal Agreement with Guadalupe County in substantially the form 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 \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Mayor, Ralph Gutierrez

ATTEST:

\_\_\_\_\_  
City Secretary, Sheila Edmondson

## **EXHIBIT A**

Interlocal Agreement with Guadalupe County for Use of County Facility

THE STATE OF TEXAS

§  
§  
§

THE COUNTY OF GUADALUPE

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**INTERLOCAL AGREEMENT BETWEEN  
GUADALUPE COUNTY AND THE CITY OF SCHERTZ**

---

This Interlocal Agreement (this “Agreement”) is between Guadalupe County (hereinafter referred to as “County”) and the City of Schertz (hereinafter referred to as “City”), regarding the partial use of the County facility located at 1052 Farm-To-Market Rd 78, Schertz, TX 78154 (hereinafter referred to as “Facility”). The Facility is more particularly described as the southeast portion of the building, comprising approximately 15,000 square feet of office space (hereinafter referred to as “Premises”), located in Schertz, Texas.

**WHEREAS**, the County and City have wish to enter into this Agreement relating to the use of the Facility and Premises and set out the terms, rights, duties, and responsibilities of the County and the City with respect thereto; and

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

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

**Section 1. TERM & RENEWAL**

This Agreement shall be for a term commencing with the effective date of this Agreement through and including December 31, 2033. The City’s intent is to have a new Schertz Public Safety Building (SPSB) built by December 31, 2033. The City would vacate the premises earlier if the SPSB is completed before this date.

**Section 2. CONSIDERATION**

County will permit the City to have exclusive use of the Premises. In addition, the City will be permitted access to the Facility and the Premises for the purpose of City business. Guadalupe County Precinct 3 Constables Office will be allowed to utilize the sheltered vehicle crime scene area and will be allocated a 10 x 10 area for property storage that is independently maintained. There will be no other shared access to the property room.

Utilities: County will have electricity and water available on the site at no additional charge.

Condition: Premises is a shell office space area with HVAC, water, and two (2) sets of male and female restrooms. Upon departing the location all office infrastructure installed by City will remain in place. Repair needs to HVAC, water, electricity will be maintained and conducted by County.

Security deposit: No security deposit is required.

Rent: City will not be charged rent.

**Section 3. AUTHORIZATION**

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

**Section 4. 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 5. AMENDMENTS**

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

**Section 6. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue for any dispute arising out of this Agreement will be in Guadalupe County, Texas.

**Section 7. NOTICE**

All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, unless specifically provided otherwise.

GUADALUPE COUNTY  
Office of the Treasurer  
307 West Court Street  
Seguin, TX 78155

CITY OF SCHERTZ  
ATTN: CITY MANAGER  
1400 Schertz Parkway  
Schertz, TX 78154

**Section 8. 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 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 entities.
- b) Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, or representatives 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.
- c) 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.
- d) 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.

PASSED AND APPROVED on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Kyle Kutscher  
County Judge, Guadalupe County

\_\_\_\_\_  
Steve Williams  
City Manager, City of Schertz

Attest:

\_\_\_\_\_  
Teresa Kiel, Guadalupe County Clerk

Project Type:

Building

Project Code:

Project Title:

Remodeling PD 2024

Project Manager:

Chad Lonsberry

Location Description:

PD Building - 1400 Schertz Pkwy Bldg #6

Project Summary:

Criminal Investigatins, Property Room, and the Crime Victims Liaison will be relocating to the Guadalupe Coutn Tax Officer on FM 78 to relieve over crowding spacing issues at the PD. Upon this move the newly vacant areas will need to be remodeled for operational use of remaining personnel and resources. This will include individua offices, shared worked areas, and Dispatch Services work area. Our hope is that this remodeling will assist in alleviating personnel and resource overcrowding until the new Public Safety Building is built.

Start Date:

Jul-24

Completion Date:

Jan-25

Project Forecast

	Prior											
	Appropriation		2024-25	2025-26	2026-27	2027-28	2028-29	2029-33	Total Cost			
Funding Source												
General Fund	\$	-	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	
	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Total Funding Source	\$	-	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100,000	
Expenditure												
Land Purchase	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Professional Services	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	
Construction	\$	-	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100,000	
Total Expenditure	\$	-	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100,000	



**Project Type:**  **Project Code:**

<b>Project Title:</b>	FM 78 Build Out PD CID/Property Room
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**Project Manager:** \_\_\_\_\_

<b>Location Description:</b>	Guadalupe County / Schertz Tax Officer - 1052 FM 78
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<b>Project Summary:</b>	<p>The Schertz PD has outgrown available space for current operations and our anticipated future growth. A new Public Safety Building is not projected to be completed within the next eight to ten years. We must have a sustainable plan to house personnel and resources necessary to perform base line operations for law enforcement services until a new Public Safety Building is built. Guadalupe County is willing to provide a section (estimated at 10,000 square feet) of the Tax Office building for use by PD for the next ten years with little to no cost other than build out of the designated area. Criminal Investigations, Property Room, and the Crime Victim's Liaison will relocate to this location. Thus freeing up space at the main PD that can be reutilized to relief our current spacing issues. This build out will include office space and associated furniture for 11 employees, property room storage, property room evidence processing and accountability (bar coding), and enhanced security. The projected life of this project for operational growth is ten years.</p>
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<b>Start Date:</b>	Jul-24
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**Completion Date:** Jan-25

## Project Forecast

	Prior									
	Appropriation	2024-25	2025-26	2026-27	2027-28	2028-29	2029-33	Total Cost		
<b>Funding Source</b>										
Bonds	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Total Funding Source</b>	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000		
<b>Expenditure</b>										
Land Purchase			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Construction	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000		
<b>Total Expenditure</b>	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000		

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** Finance  
**Subject:** Resolution 25-R-027 - Authorizing the Schertz/Seguin Local Government Corporation to issue debt for capital projects  
(S.Gonzalez/B.James/A.McBride/L.Busch/J.Walters)

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**BACKGROUND**

Consideration and approval of a resolution approving a bond resolution previously adopted by the board of directors of the Schertz/Seguin Local Government Corporation (SSLGC) authorizing the issuance of obligations designated as “Schertz/Seguin Local Government Corporation contract revenue improvement bonds, new series 2025”; acknowledging that these obligations will be sold pursuant to the provisions of a purchase contract; ratifying, reconfirming, and readopting the provisions of a regional water supply contract executed between the City of Schertz, Texas, the city of Seguin, Texas, and the Schertz/Seguin Local Government Corporation; authorizing the Mayor, the City Manager, and the City Secretary of the City of Schertz, Texas to execute on behalf of the City of Schertz, Texas all documents in connection with this transaction; and other matters in connection therewith.

The Schertz/Seguin Local Government Corporation (the “SSLGC” or the “Corporation”) was created on December 23, 1998 on behalf of the City of Schertz and Seguin to assist in acquiring water outside of the Edwards Aquifer. The Corporation was created by the Cities to operate a wholesale water system for the benefit of the two City’s Utility Systems. The Corporation has financed the construction of well fields and cross-country pipelines and today provides a reliable, drought-resistant water source. The Bonds are supported by Contracts between the Cities and the Corporation, and the liability is evenly split between the two Cities. Currently, the Corporation has \$128,290,000 of Bonds outstanding that are supported by the two Cities. The proposed financing is intended to pay for a portion of the Fiscal year 2025 CIP including: Well projects, WTP Projects, WTP Surge tank, SCADA improvements and other larger capital improvement items.

The item tonight does not issue the bonds but authorizes SSLGC to proceed with the sale.

**GOAL**

To authorize SSLGC to issue bonds for planned infrastructure improvements to the water system that serves Schertz, Seguin, and other local communities.

**COMMUNITY BENEFIT**

These infrastructure projects will continue to provide Schertz residents with reliable water both now and in the future.

**SUMMARY OF RECOMMENDED ACTION**

Staff recommends approval of Resolution 25-R-027

### **FISCAL IMPACT**

The annual debt service related to the financing has been incorporated into the future rate structure as determined by the Corporation's rate consultant, Willdan, and included in the Corporation's rate study.

SAMCO Capital Markets, the City's and the Corporation's Financial Advisor, proposes selling the financing on or about March 5, 2025. The SSLGC Board authorized the parameter sale on January 16, 2025. The City of Seguin is authorizing the parameter sale resolution related to the financing on February 18, 2025. Only after both Cities approve the Resolutions can SSLGC proceed with the bond sale.

### **RECOMMENDATION**

Staff recommends approving Resolution 25-R-027 with the motion provided by the bond council:

**I MOVE THAT THE CITY COUNCIL APPROVE A RESOLUTION APPROVING A BOND RESOLUTION PREVIOUSLY ADOPTED BY THE BOARD OF DIRECTORS OF THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION AUTHORIZING THE ISSUANCE OF BONDS DESIGNATED AS "SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION CONTRACT REVENUE IMPROVEMENT BONDS, NEW SERIES 2025"**

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### **Attachments**

Resolution 25-R-027

**RESOLUTION NO. \_\_\_\_\_**

**APPROVING A RESOLUTION BY THE SCHERTZ CITY COUNCIL APPROVING A BOND RESOLUTION PREVIOUSLY ADOPTED BY THE BOARD OF DIRECTORS OF THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION AUTHORIZING THE ISSUANCE OF OBLIGATIONS DESIGNATED AS “SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION CONTRACT REVENUE IMPROVEMENT BONDS, NEW SERIES 2025”; ACKNOWLEDGING THAT THESE BONDS WILL BE SOLD PURSUANT TO THE PROVISIONS OF A PURCHASE CONTRACT; RATIFYING, RECONFIRMING, AND READOPTING THE PROVISIONS OF A REGIONAL WATER SUPPLY CONTRACT EXECUTED BETWEEN THE CITY OF SCHERTZ, TEXAS, THE CITY OF SEGUIN, TEXAS, AND THE SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION; AUTHORIZING THE MAYOR, THE CITY MANAGER, AND THE CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS TO EXECUTE ON BEHALF OF THE CITY OF SCHERTZ, TEXAS ALL DOCUMENTS IN CONNECTION WITH THIS TRANSACTION; AND OTHER MATTERS IN CONNECTION THEREWITH**

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

Section 1. The City Council of the City of Schertz, Texas (the “City”) has reviewed and hereby approves (i) the Bond Resolution as to form and content, including the factual findings contained therein and all documents referenced therein, adopted by the Board of Directors of the Schertz/Seguin Local Government Corporation (the “Corporation”) relating to the issuance of obligations designated as “Schertz/Seguin Local Government Corporation Contract Revenue Improvement Bonds, New Series 2025” (the “Bonds”), (ii) the Bonds that will be sold to Robert W. Baird & Co. Incorporated, as the authorized representative of a group of underwriters (the “Underwriters”), (iii) the Regional Water Supply Contract, including the factual findings contained therein, previously approved and executed among the City of Schertz, Texas, the City of Seguin, Texas (collectively, the “Cities”), and the Schertz/Seguin Local Government Corporation (the “Contract”) which provides certain security for the payment of these obligations, (iv) the bond purchase contract (the “Purchase Contract”) authorizing the sale of the Bonds to the Underwriters, (v) the Sale and Offering Documents (as defined in the Contract), including, but not limited to, the City’s annual continuing disclosure requirements in accordance with the Rule (as defined in the Contract), and (vi) the City’s obligations under the Contract and acknowledges that the payment of principal of and interest on such Bonds is payable, in whole or in part, from the Annual Payments to be made by the Cities to the Corporation under and pursuant to the Contract. The Mayor, the City Manager, and the City Secretary of the City (each, an “Authorized Official”) are hereby authorized to execute on behalf of the City, the Purchase Contract, and any and all documents in connection with this transaction. This resolution may be relied upon by the appropriate representatives of the parties to this transaction and the Texas Attorney General in his review and approval of this transaction.

Section 2. The City Council recognizes that Section 53 of the Bond Resolution contains covenants of the City relating to the Bonds. Since certain financial information, financial status,

operating data, and annual audits of the City's utility system will be entirely within the control and disposition of the City, and the Preliminary Official Statement and the Final Official Statement prepared in connection with the issuance of the Bonds (together, the "Official Statement"), describe a continuing disclosure undertaking agreement (the "Undertaking") of the City, the City Council specifically adopts the covenants hereinafter described, which comprise the Undertaking, and shall comply therewith for so long as all or any portion of the Annual Payments made by the City under the Contract act as security for or a source of repayment of the Bonds.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

*EMMA* means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

*Financial Obligation* means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

*MSRB* means the Municipal Securities Rulemaking Board.

*Rule* means SEC Rule 15c2-12, as amended from time to time.

*SEC* means the United States Securities and Exchange Commission.

*Undertaking* means the City's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the City for the purpose of compliance with the Rule.

B. Annual Reports.

The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2024, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 35 of the Bond Resolution, being the information described in Exhibit E thereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E thereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code,

the City must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the City Secretary within one hundred eighty (180) days after the last day of the City's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the City changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The City shall file notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY

THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Bond Resolution for purposes of any other provision of the Bond Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of the Bond Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.



F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the City hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit A, with which the City shall follow to assure compliance with the Undertaking. The City has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the City’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the City and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

Section 3. Authorized Officials of the City will review and approve the Official Statement. Information appearing in the Official Statement concerning the City (including, particularly, the description of the Undertaking and Appendices C and E thereto), as of its date, were and are true and correct in all material respects. Insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Insofar as the descriptions and statements, including financial data, of or pertaining to entities, other than the City, and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable, and the City has no reason to believe that they are untrue in any material respect.

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

Section 5. All ordinances and 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 6. This Resolution 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 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 8. 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, as amended, Texas Government Code.

Section 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

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

APPROVED THIS THE 18th day of February, 2025.

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

(SEAL)

## EXHIBIT A

### General Policies and Procedures Concerning Compliance with Federal Securities Laws

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 2 of the Resolution. “Bonds” refers to the Bonds that are the subject of the Resolution to which this Exhibit is attached.

II. As a capital markets participant, the City is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the “Effective Date”), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the City’s compliance with the Rule.

III. The City is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 53C of the Resolution, which provisions are a part of the Undertaking.

IV. The City is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the City is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The City now establishes the following general policies and procedures (the “Policies and Procedures”) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the City’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the City’s obligations under the Rule, the advice from and discussions with the City’s internal senior staff (including staff charged with administering the City’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the “Compliance Team”):

1. the City Manager and the Director of Finance (each, a “Compliance Officer”) shall be responsible for satisfying the City’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the City’s information of the type described in Section 53B of the Resolution;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 53C of the Resolution;

4. the Compliance Officer shall work with external consultants of the City, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the City and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the City, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any City agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the City; and

VI. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the City’s internal staff identified by the Compliance Officer to assist with the City’s satisfaction of the terms and provisions of the Undertaking.

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** City Secretary  
**Subject:** Resolution 25-R-021 - Authorizing the approval of a Development Agreement with BFR LLC for the approximately 30 acre tract at FM 1518 and Woman Hollering Road (S.Williams/B.James)

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**BACKGROUND**

Staff is recommending City Council authorize a Development Agreement with BFR LLC. The agreement commits the City to providing water and sewer service to their property, an approximately 30 acre tract located at the northeast corner of Woman Hollering Road and FM 1518, that is currently in the City's Extraterritorial Jurisdiction (ETJ) and to limit city water and sewer impact fees to the amount currently being charged. Additionally, it provides that the proposed use of the property, a multi-family complex, be an allowed use. The owner agrees to petition for voluntary annexation once the project has been constructed.

In an effort to keep this item and the request for water and sewer service moving forward, staff has placed this item and agreement on the agenda prior to a full review having been completed by the owner and the City Attorney. As such updates may be provided prior to the meeting.

**GOAL**

Authorize a Development Agreement to provide for the orderly growth and development of property.

**COMMUNITY BENEFIT**

Provides for the orderly growth and development of property that allows for the City to better plan for infrastructure needs.

**SUMMARY OF RECOMMENDED ACTION**

Approval of Resolution 25-R-021 authorizing a Development Agreement with BFR LLC the owner of an approximately 30 acre tract at the corner of FM 1518 and Woman Hollering Road.

**RECOMMENDATION**

Approval of Resolution 25-R-021.

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**Attachments**

Resolution 25-R-021 with attachment

## **RESOLUTION NO. 25-R-021**

### **A RESOLUTION OF THE CITY COUNCIL OF SCHERTZ, TEXAS AUTHORIZING THE APPROVAL OF A DEVELOPMENT AGREEMENT WITH SCHERTZ BFR LLC FOR APPROXIMATELY 30.5 ACRES OF LAND AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City staff of the City of Schertz (the “City”) has worked with Schertz BFR LLC (“Owner”) to enter into a Development Agreements for approximately 30.5 acres of land located on the east side of FM 1518, approximately 165 feet south of Hollering Vine after recognizing the mutual benefits of doing so; and

**WHEREAS**, Texas Local Government Code Section 212.172 allows the City to enter into an agreement with an owner of land that is located in the extraterritorial jurisdiction of the municipality; and

**WHEREAS**, the City staff has recommended that the development agreement for the property be approved.

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

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Development Agreement with Schertz BFR LLC (Owner) generally per the attached Exhibit A, subject to changes approved by the City Manager and City Attorney.

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 \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

ATTEST:

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City Secretary, Sheila Edmondson

(CITY SEAL)



Exhibit A  
Development Agreement

**STATE OF TEXAS**  
**COUNTY OF BEXAR**

§  
§

**CITY OF SCHERTZ**  
**DEVELOPMENT AGREEMENT**

This **DEVELOPMENT AGREEMENT** (“Agreement”) is entered into effective as of the \_\_\_\_ day of February, 2025 (“Effective Date”), by and between the **CITY OF SCHERTZ**, Texas, a Texas Municipal Corporation (“City”) and **SCHERTZ BFR, LLC, A TEXAS LIMITED LIABILITY COMPANY** (“Owner”). The City and the Owner may be individually referred to herein as “Party” or collectively as the “Parties”.

**WHEREAS**, Owner owns approximately 30.35 acres (“Property”) located at 12535 Woman Hollering Road, more particularly described and Bexar County Appraisal District Identification Number 1150385, within the Extraterritorial Jurisdiction of the City of Schertz, Bexar County (“County”), Texas, as further described in **Exhibit “A”**, which is attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the Property is to be developed as a multi-family residential community including associated infrastructure and other public improvements (as further described herein, the “Project”); and

**WHEREAS**, the Property is located within the boundaries of the City’s Certificate of Convenience and Necessity (“CCN”) and the Owner is requesting water and sewer service from the City; and

**WHEREAS**, in exchange for utility service and other commitments outlined in this Agreement, the Owner has agreed to voluntary, full purpose annexation of the Property following completion of the Project, which will thereafter to be included into the City’s corporate limits; and

**WHEREAS**, necessary police, public safety, and other municipal utility services will be provided to the Property for the Project as herein described; and

**WHEREAS**, the City enters into this Agreement pursuant to the authority granted thereto under the Constitution and general laws of the State of Texas, including (particularly) Article III, Section 52-a of the Texas Constitution, Subchapter G of Chapter 212, and the Authorizing Ordinance; and

**WHEREAS**, the City Council has found that development of the Property in compliance with this Agreement will serve a public purpose and benefit the City and is in the best interests of the residents of the City; and

**WHEREAS**, in recognition of the mutual benefits to be derived from the controlled and planned development of the Property, the Owner and City desire to enter into this Agreement to evidence the terms of their mutual agreement; and

**WHEREAS**, the City of Schertz City Council authorized and approved this Agreement at a regularly scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances of the City on February 4, 2025.

**NOW THEREFORE**, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

**I. GENERAL TERMS AND CONDITIONS**

**1.01 Agreement.** The Owner and City agree that the Property shall be annexed into the City in accordance with the terms of this Agreement. Additionally, the City agrees to comply with the terms of this Agreement, including providing water and sewer service to the Project.

**1.02 Project.** The Project shall include multiple residential structures with up to 230 residential units on one platted lot. The Project is intended to include attached and detached units.

**1.03 Plat Approval & Building Review.** The Parties agree that the Property shall be platted through the County and in accordance with County standards, provided however, water and sewer improvements shall be designed in accordance with City standards as of the Effective Date. Building construction shall be in accordance with County standards.

**1.04 Public Infrastructure and Service.**

**1.04.1** The City hereby agrees to provide the following:

**1.04.1.1** Connection to City utilities and confirmation of capacity to serve the Project (“Capacity”).

**1.04.1.2** With this Agreement the City agrees to assign and/or allocate up to 230 Land Use Equivalents (“LUEs”) in water capacity and service. The Parties agree that the Owner shall pay the City a water impact fee of \$2,934 per LUE regardless of any City increase in impact fee rates.

**1.04.1.3** With this Agreement the City agrees to assign and/or allocate 230 LUEs in sewer capacity and service from the Woman Hollering wastewater line. The Parties agree that the Owner shall pay the City a sewer impact fee of \$1,668 per LUE regardless of any City increase in impact fee rates.

**1.04.2 Additional Impact Fees/Dedications.** The Parties agree that no impact fees other than water and sewer shall be due for the Project. Further, parkland dedication requirements shall not apply.

**1.04.3 Cost of Improvements.** The Owner shall be responsible for the payment of all costs associated with the extension and improvements of the infrastructure required to properly serve the development of the Property and the Project, unless provided otherwise herein. If the City requires the Owner to plan for or construct any infrastructure not required to serve the development of the Property or Project, Owner shall receive credit or payment in accordance with the Code and State law.

**1.05 Access.** The City acknowledges and agrees that the location and sufficiency of access to the Property and Project is to be determined by Bexar County and TxDOT at the time of platting and permitting of the Project. The City shall not object or require any changes to Property access, whether it be on FM 1518 or Woman Hollering Road and no matter the purpose of said access (primary, secondary, or for emergency purposes).

**1.06 Annexation.** As consideration for this Agreement, the Owner agrees to full purpose annexation of the Property at the times described herein.

**1.06.1** Within three (3) months of receipt of a final certificate of occupancy (or the equivalent approval from the permitting authority, which is Bexar County), the Owner shall be deemed to have submitted a petition for full-purpose, voluntary annexation to the City for the Property. A copy of the form of Annexation Petition is attached as **Exhibit “B”**. Concurrent with annexation of the Property, the City, with the Owner’s consent, shall initiate a zoning change to establish a zoning district that as closely as possible reflects the terms and conditions of this Agreement. Project completion shall be defined as receipt of a certificate of occupancy for the final residential structure of the Project.

**1.07 Zoning.** The Owner acknowledges and agrees that the City may zone the Property in a manner consistent with the uses hereunder contemplated, but this Agreement does not constitute a contract for specific

zoning. Provided however, the City is permitted pursuant to Texas Local Government Code Section 212.172 to specify the uses and development of the land before and after annexation, and understand and acknowledge the permissibility of the Project. The City agrees that no matter the zoning of the Property, the Project shall be considered conforming with City standards. The City will not withhold issue City certificates of occupancy for the structures if required for the structures upon annexation based on conformance with zoning.

**1.08 Development Standards.** Following annexation, all City of Schertz codes and ordinances in effect on the date of annexation shall govern. In the event of a conflict between this Agreement and the Schertz Unified Development Code (“UDC”) or the City’s Codes and Ordinances, this Agreement shall control. Provided, however, the City agrees that improvements on the site existing as of Annexation that have received any necessary approvals from the County shall be deemed to be conforming with City requirements.

**1.09 Term.** The term of this Agreement will commence on the Effective Date and continue for forty-five (45) years thereafter (“Term”), unless sooner terminated under this Agreement.

**1.10 Enforcement and Default.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

**1.10.1** This Agreement may be enforced by the Owner, including successors and assigns, or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**1.11 Remedies for Default.** If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party’s obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement or other enforcement remedies the City may possess under its municipal regulatory authority.

**1.11.1** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of ten (10) business days after receipt by such party of notice of default from the other party. Upon the passage of ten (10) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

## **II. MISCELLANEOUS PROVISIONS**

**2.01 Covenant Running With the Land.** This Agreement shall be recorded in the Official Property Records of Bexar County and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns.

**2.02 Authority, Applicable Rules and Right to Continue Development.**

**2.02.1** This Agreement is entered under the statutory authority of Sections 42.042, 43.0672 and 212.172 of the Texas Local Government Code and pursuant to Section 21.4.10 of the UDC. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

**2.02.2** Execution of this agreement, under Section 212.172 of the Texas Local Government Code, constitutes a permit under Chapter 245 of the Texas Local Government Code. In addition, the City acknowledges and agrees that (1) the use and development contemplated in and authorized by this Agreement was planned for the Property more than ninety (90) days prior to the effective date of this Agreement and, therefore, more than ninety (90) days prior to the effective date of annexation of the Property, and (2) the Owner has filed a completed application for the initial authorization with the City prior to the institution of any annexation proceedings related to the Property. As a result of the foregoing sentence, Section 43.002 of the Texas Local Government Code applies to the uses and development of the Property contemplated in and authorized by this Agreement.

**2.02.3** In consideration of the Owner agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Property. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Property will apply to the Property if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner obligations or decreasing Owner rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency, or a moratorium authorized by Subchapter E, Chapter 212 of the Texas Local Government Code.

**2.03 Entire Agreement; Parties in Interest.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be terminated or amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

**2.04 Recordation.** Pursuant to the requirements of Section 212.172(f), Texas Local Government Code, this Agreement shall be recorded in the official public records of Bexar County, Texas. The terms of this Agreement shall be binding upon: (a) the Parties; (b) the Parties' successors and assigns; (c) the Property; and (d) future Owner of all or any portion of the Property.

**2.05 No Oral or Implied Waiver.** The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

**2.06 No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

**2.07 No Personal Liability.** None of the members of the City Council, nor any officer, agent, or employee of the City, shall be charged personally by the Owner with any liability, or be held liable to the Owner under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

**2.08 Governmental Powers.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

**2.09 Provisions Severable.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**2.10 Exhibits, Headings, and Assumptions.** All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

**2.11 Force Majeure.** The term "force majeure" as used herein shall mean and refer to Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, devil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.

**2.11.1** If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**2.12 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in Bexar County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction located in Bexar County. In the event that a Party initiates a cause of action in court, the prevailing party shall be entitled to reasonable and necessary attorney's fees and costs of court.

**2.13 Notices.** All notices, demands and requests required hereunder shall be in writing and shall be deemed to have been properly delivered and received (i) as of the date of delivery to the addresses set forth below if personally delivered or delivered by facsimile machine, with confirmation of delivery (in the event a facsimile is sent after 5:00 p.m. central standard time, it shall be deemed to have been received on the next day), or email (as indicated below); (ii) three (3) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after deposit with Federal Express or comparable overnight delivery system for overnight delivery with all costs prepaid. All notices, demands and requests hereunder shall be addressed as follows:

**If to City:** City of Schertz  
Attn: City Manager  
1400 Schertz Pkwy.  
Schertz, Texas 78154

*With a copy to:*

City of Schertz  
Attn: City Attorney

1400 Schertz Pkwy.  
Schertz, Texas 78154

**If to Owner:** Schertz BFR LLC  
13449 NW Military Hwy, Suite 108-613  
Shavano Park, TX 78231

*With a copy to:*

Killen, Griffin & Farrimond, PLLC  
Ashley Farrimond  
10101 Reunion Place Suite 250  
San Antonio, Texas 78216

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

***SIGNATURE PAGES TO FOLLOW***

**EXECUTED** to this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY:**

**The City of Schertz,**  
a Texas Municipal Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS**

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**COUNTY OF GUADALUPE §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of February \_\_\_\_\_, 2025,  
by Steve Williams, City Manager of the City of Schertz, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas



**OWNER:**

**SCHERTZ BFR LLC, A LIMITED LIABILITY  
COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS**

§

**COUNTY OF BEXAR**

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This instrument was acknowledged before me on the \_\_\_\_day of February, 2025, by  
\_\_\_\_\_who acknowledged that he is authorized to execute this document  
on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**  
**THE PROPERTY**

**EXHIBIT B**  
**ANNEXATION PETITION**

CITY COUNCIL MEMORANDUM

**City Council Meeting:** February 18, 2025  
**Department:** City Secretary  
**Subject:** Resolution 25-R-005 - Approving a Utility Service Extension Request for the Woman Hollering Townhomes (B.James/K.Woodlee)

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**BACKGROUND**

When a property within the City Limits of the City of Schertz is proposed for development and is within the City's area of Certificate of Convenience and Necessity (CCN), the connection to the City's water and/or wastewater utilities is reviewed and processed through established procedures of the platting process. In the past, when a property outside the City Limits was proposed for development and there was a need for City water and/or wastewater service, it was required that the property be annexed into the City. Subsequent to annexation, the platting process would take place. The City cannot require annexation as a condition to provide utility services to a property within its CCN. As a result the UDC was amended via Ordinance 24-S-14 to instead require that the developer submit a request for Utility Service Extension. According to the UDC, authority to approve the request lies with City Council. Once approved, the developer may submit for permits to construct the necessary improvements in order to be served by the City's utility infrastructure.

The proposed development is approximately 30.48 acres situated along FM 1518 on the north side of its intersection with Woman Hollering Road (12535 Woman Hollering Road). The developer proposes to construct **a multifamily or townhome development** with up to 230 living unit equivalents (LUEs) and desires to connect to public water and wastewater systems. Staff has evaluated the request based on existing water and wastewater facilities, flows expected to be generated by the proposed development, and the projection of other future flows from the vicinity. Adequate capacity in both the water distribution system and the wastewater collection system currently exists to serve the development. The following criteria should be considered for final action determination.

1. Whether the proposed development to be served by the extension is consistent with the Comprehensive Land Plan.

The property lies within areas designated as Complete Neighborhood and Local Corridor. A mixture of housing types and multifamily developments are identified as appropriate in those areas.

2. Whether the extension is proposed to be constructed in accordance with all applicable City ordinances, resolutions, regulations, and standards.

The utility extensions and connections will be constructed in accordance with applicable City standards.

3. Whether it is feasible to annex the property, and any intervening property which is needed for utility rights-of-way, into the City.

If requested by the property owner, the property could be annexed into the City. No additional rights-of-way across the property are currently identified as being needed. It is also of note that the property owner proposes to enter into an agreement for annexation after certain milestones occur.

4. Whether the utility extension would compromise the City's ability to timely provide adequate

water or wastewater facilities to property inside the City.

The proposed extensions are not expected to compromise the City's ability to provide timely and adequate water or wastewater facilities to property inside the City Limits.

5. Whether the utility extension will lead to premature development that cannot be served efficiently and timely by roadway, drainage, or park facilities.

The proposed extensions will not lead to premature development that cannot be served by existing roadway, drainage, or park facilities.

6. Whether the utility extension is financially feasible given the proposed means of financing the extension.

The proposed extensions will be paid for by the developer.

7. Whether the utility extension will lead to significant degradation of water quality or other environmental resources, either from construction of the water or wastewater improvements, development of the property owner's land, or development of other land that may be served through the extended facilities.

The proposed extensions are not expected to lead to significant degradation of environmental resources.

8. Whether the property owner proposes to extend wastewater facilities without utilizing City water facilities.

The property owner proposes to extend and be served by both City wastewater and City water facilities.

9. The extent to which the proposed agreement promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City.

By following City standards and extending utilities to provide for future extension beyond the proposed development, the extensions and proposed development of the property will allow for orderly development and is not expected to jeopardize the safe, efficient, and healthful development of the City. A development agreement is also being proposed to include annexation of the property after certain milestones of development have been met.

In conjunction with this item, staff has worked with the property owner on a Development Agreement, Resolution 25-R-021.

## **GOAL**

The goal of the resolution is the approval of the water and wastewater Utility Extension Request for the proposed development known as the Woman Hollering Townhomes.

## **COMMUNITY BENEFIT**

By allowing the extension of public utilities to the proposed Woman Hollering Townhome development, a short extension of the sanitary sewer main will be constructed to provide a connection point for several parcels within the City's CCN and the City Limits. Also, without approval of the service extension request, the property might still be developed, although at a lower density but with on-site septic facilities which are not desirable if public facilities are nearby and accessible. The property owner has also agreed to be annexed into the City Limits once certain development steps are completed.

## **SUMMARY OF RECOMMENDED ACTION**

Staff recommends that Council approve the request for Utility Service Extension for City of Schertz Public Water and Wastewater infrastructure to the proposed Woman Hollering Townhomes project along with the proposed development agreement with the property owner.

## **RECOMMENDATION**

Approve Resolution 25-R-005.

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### **Attachments**

Resolution 25-R-005

Vicinity Map

Utility Service Extension Request

**RESOLUTION NO. 25-R-005**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, APPROVING A UTILITY SERVICE EXTENSION REQUEST FOR WATER AND WASTEWATER UTILITIES TO THE PROJECT KNOWN AS THE WOMAN HOLLERING TOWNHOMES**

WHEREAS, the City of Schertz (the “City”) provides retail water and wastewater service under Certificates of Convenience and Necessity (CCNs) issued by the Public Utility Commission of Texas (PUC) to certain areas in Bexar County; and

WHEREAS, the property on the north side of the intersection of Woman Hollering Road and FM 1518 is outside the City Limits of the City but within the City’s water and wastewater CCNs; and

WHEREAS, the developer of the property on the north side of the intersection of Woman Hollering Road and FM 1518 (12535 Woman Hollering Road) proposes a project known as the Woman Hollering Townhomes and has submitted a Utility Service Extension Request to be served by City water and wastewater without being annexed into the City; and

WHEREAS, the City Council has determined that the criteria for approval of the Utility Service Extension Request as set forth in Unified Development Code (UDC) Section 21.4.11 are being met.

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

Section 1. The City Council hereby approves the Utility Service Extension Request for the project known as the Woman Hollering Townhomes thereby allowing the submittal of applications for, construction of, and connection to City water and wastewater utilities for up to 230 living unit equivalents (LUEs).

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 \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

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Ralph Gutierrez, Mayor

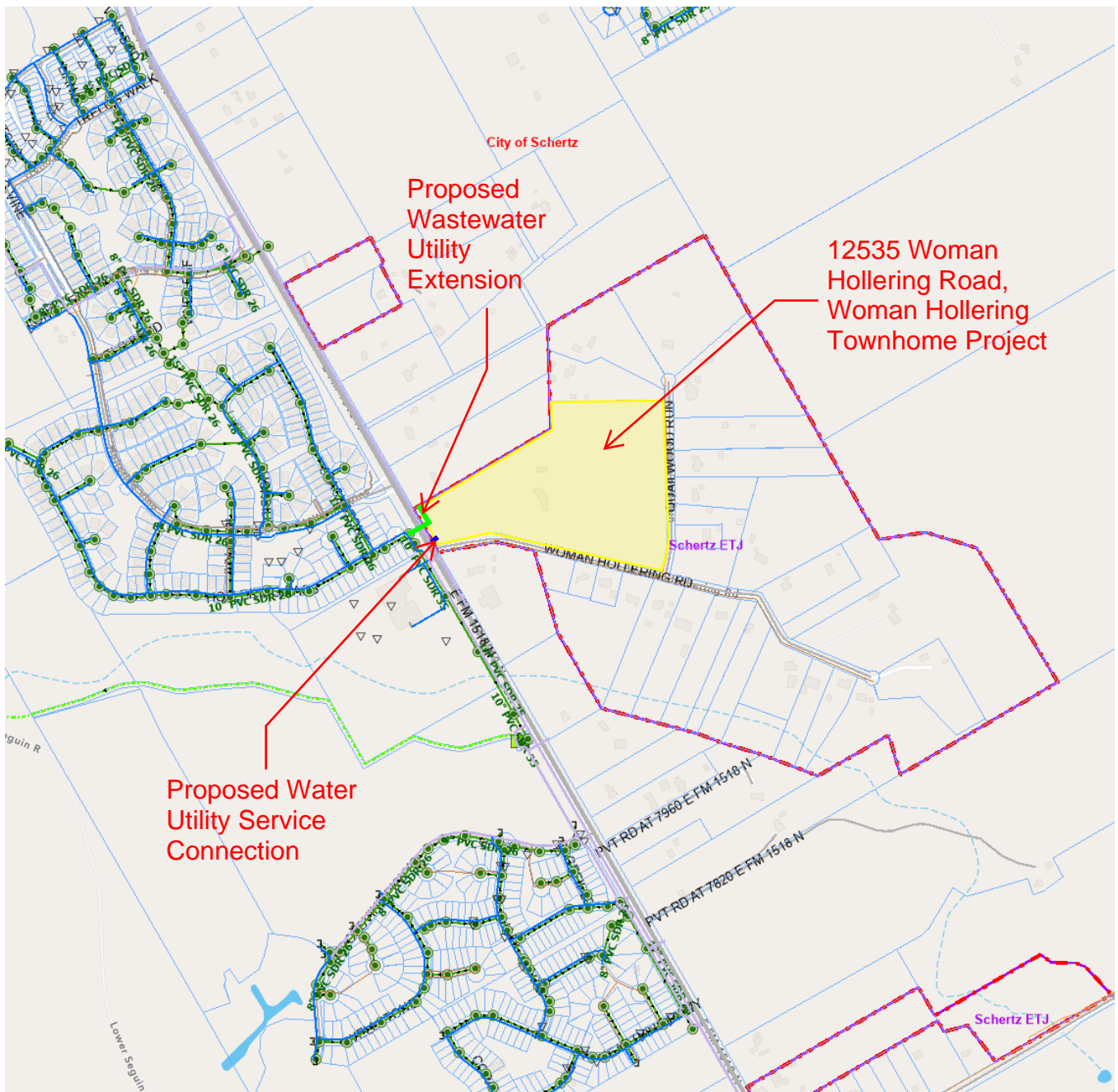
ATTEST:

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Sheila Edmondson, City Secretary

(CITY SEAL)





RESOLUTION 25-R-005  
UTILITY SERVICE EXTENSION REQUEST (WATER AND  
WASTEWATER) FOR WOMAN HOLLERING TOWNHOMES



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

May 21<sup>st</sup>, 2024

City of Schertz  
Attn: Kathryn Woodlee  
City Engineer  
11 Commercial Place  
Schertz, TX 78154

Re: Woman Hollering Townhomes – Service Extension Request (SER)

Ms. Woodlee,

The Woman Hollering project is located in a 30.48-acre tract at 12535 Woman Hollering Road, in the Extraterritorial Jurisdiction of the City of Schertz, Texas. The property is located west of FM 1518 and north of Woman Hollering Road, a private roadway owned by a third-party individual in the Tom Williams subdivision. The subject tract used to have an existing single-family home that was recently demolished. The property is currently vacant/undeveloped and is proposed to be developed with up to 230 residential units, which could be townhomes or apartments with a proposed clubhouse, which would equal but not exceed 230 LUEs. No subdivision of the land is being proposed; the City of Schertz issued a “Certificate of Determination” in March 13, 2023 acknowledging that the City will not require platting given that the property is located in the ETJ.

This letter is being submitted to serve as the Service Extension Request (SER) for water (domestic, irrigation and fire flow) and wastewater services for this project. Per previous discussions with City staff, no water line extension will be required along Woman Hollering Road, a private dead-end road, where an existing 4” water line is already in place serving the properties in the cul-de-sac, and where no additional development is feasible due to the nature of the lot and street layout. A water meter is proposed to connect to the existing City of Schertz 12” water line on the west side of FM 1518 to serve the proposed Woman Hollering development; the proposed water meter size will be determined with site plan design when fixture unit counts become available. For wastewater service, an 8” wastewater line is proposed to be extended along the property’s frontage on the west side of FM 1518 and connect to the existing City of Schertz wastewater system on the east side of FM 1518. Per the wastewater analysis performed, the proposed 8” line will have adequate capacity to handle the 230 LUEs and estimated I&I (16,100 gpd) for the Woman Hollering development. An exhibit showing the proposed wastewater line extension and water meter is included with this submittal.

A “Will Serve Letter” was issued by the City of Schertz on December 6<sup>th</sup>, 2022, confirming the City’s availability to provide water and wastewater services for the Woman Hollering project. This SER is being submitted as the next step in the development process to show the proposed public improvements and confirm that water and wastewater capacity will be reserved in the City’s public utility systems for the requested 230 LUEs that are anticipated for the project.

Should there be any questions or comments, please do not hesitate to contact me via email at [claudiam@malonewheeler.com](mailto:claudiam@malonewheeler.com) or by phone at 512-618-0437. Thank you for your efforts on this project.



Sincerely,  
Malone Wheeler, Inc.

Claudia Morlotti, E.I.T.  
Assistant Project Manager



## CITY COUNCIL MEMORANDUM

**City Council Meeting:** February 18, 2025

**Department:** Planning & Community Development

**Subject:** Ordinance 25-S-004 - Consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 11, Section 21.11.6 Prohibited Signs and Section 21.11.17 Temporary Signs (B.James/L.Wood/E.Delgado)

**BACKGROUND****Background from February 4, 2025 City Council meeting:**

At the February 4th City Council meeting staff gave a presentation on a proposed UDC Amendment for Article 11, Section 21.11.6 Prohibited Signs and Article 11, Section 21.11.17 Temporary signs. At that meeting, the proposed changes included proposing to treat feather flags as temporary signs. Feather flags would be the only type of wind driven sign allowed. Feather flags could be four feet taller (8' vs 4') but have less area (16 sq ft vs 24 sq ft). Each business/tenant could have no more than 3 temporary signs up at one time (can be all feather flags or freestanding or a combination 2 of one and 1 of the other). The total number of days they could have temporary signs up is 120 and that is cumulative. So they could have one sign up for 120 days or 3 signs up for 40 days or some combination of that. Temporary signs would be issued for 30 day increments, except that it can be shortened if they hit their maximum time. For example, they could have 3 temporary signs up for 30 days and then one sign up for 30 days. Staff also proposed a "recurring event permit" that would issued in two day increments for up to 15 times per year. The applicant must identify which 15 two day increments they want when applying for the initial permit (these can be adjusted as dates change).

After the City Council discussion, it was ultimately decided to table the item to the February 18, 2025 City Council meeting in order for more options to be discussed.

**The following are the UDC Amendment Proposals that have previously been presented identified by City Council meeting date and new proposals identified by the February 18th City Council date.**

**November 19th City Council Meeting:**

Article	UDC Section	Current UDC	Proposed Amendment
11	21.11.17. B Maximum Area	Areas with Limited Access: 32 sq.ft. per face or ten percent (10%) of the building facade, whichever is less Areas with Unlimited Access: 24 sq.ft. per face or seven percent	Shall not exceed thirty-six square feet (36 sq. ft.), except as described in subsection G. New Business Temporary Signs.

		(7%) of the building facade, whichever is less All Other Streets: 16 sq.ft. per face or five percent (5%) of the building facade, whichever is less	
11	21.11.17.C Maximum Height	Areas with Limited Access: 6 feet Areas with Unlimited Access: 4 feet All Other Streets: 3 feet	Shall not exceed six feet (6'), except as described in subsection G. New Business Temporary Signs.

Creation of a new "Special Event / Promotion Temporary Signs":

G. Special Event / Promotion Temporary Signs. Any business can apply for Special Event / Promotion Temporary Signage in addition to the Temporary Signs described above with the following requirements:

1. There is no maximum area, no maximum height, or limitation on the number of Special Event / Promotion Temporary Signs that can be permitted.
2. Special Event / Promotion Temporary Signs are permitted for a maximum of thirty (30) consecutive days per calendar year with the issuance of a Temporary Sign Permit.

#### January 7th City Council Meeting:

Article	UDC Section	Current UDC	Proposed Amendment
11	21.11.6 Prohibited Signs	Currently, the UDC does not directly prohibit wind drive signs / feather flags / inflatable / balloon signs.	Wind driven signs including feather flags and inflatable / balloon signs are prohibited regardless of size.
11	21.11.17. B Maximum Area	Areas with Limited Access: 32 sq.ft. per face or ten percent (10%) of the building facade, whichever is less Areas with Unlimited Access: 24 sq.ft. per face or seven percent (7%) of the building facade, whichever is less All Other Streets: 16 sq.ft. per face or five percent (5%) of the building facade, whichever is less	Thirty Six Square Feet (36 sq.ft.)
11	21.11.17.C Maximum Height	Areas with Limited Access: 6 feet Areas with Unlimited Access: 4 feet All Other Streets: 3 feet	Six Feet (6ft.)

#### February 4th City Council Meeting:

Article	UDC Section	Current UDC	Proposed Amendment
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11	21.11.6 Prohibited Signs	Currently, the UDC does not directly prohibit wind drive signs / feather flags / inflatable / balloon signs.	Balloon Signs including inflatable signs are prohibited regardless of size. Feather Flags are the only type of wind driven signs allowed.
11	21.11.17. B Maximum Area	Areas with Limited Access: 32 sq.ft. per face or ten percent (10%) of the building facade, whichever is less Areas with Unlimited Access: 24 sq.ft. per face or seven percent (7%) of the building facade, whichever is less All Other Streets: 16 sq.ft. per face or five percent (5%) of the building facade, whichever is less	Twenty Four Square Feet (24 sq.ft.) except that feather flags are limited to Sixteen Square Feet (16 sq.ft.)
11	21.11.17.C Maximum Height	Areas with Limited Access: 6 feet Areas with Unlimited Access: 4 feet All Other Streets: 3 feet	Four Feet (4ft.) except that feather flags are limited to Eight Feet (8')

Feather flags can be four feet taller (8' vs 4') but have less area (16 sq ft vs 24 sq ft). Each business/tenant can have no more than 3 temporary signs up at one time (can be all feather flags or freestanding or a combination 2 of one and 1 of the other). The total number of days they can have temporary signs up is 120 and that is cumulative. So they can have one sign up for 120 days or 3 signs up for 40 days or some combination of that. Temporary signs will be issued for 30 day increments, except that it can be shortened if they hit their maximum time. For example, they can have 3 temporary signs up for 30 days and then one sign up for 30 days. We will also issue a "recurring event permit" that is issued in two day increments for up to 15 times per year. The applicant must identify which 15 two day increments they want when applying for the initial permit (these can be adjusted as dates change).

#### February 18th City Council Meeting:

Article	UDC Section	Current UDC	Proposed Amendment
11	21.11.6 Prohibited Signs	Currently, the UDC does not directly prohibit wind drive signs / feather flags / inflatable / balloon signs.	Balloon Signs including inflatable signs are prohibited regardless of size.
11	21.11.17. B Maximum Area	Areas with Limited Access: 32 sq.ft. per face or ten percent (10%) of the building facade, whichever is less Areas with Unlimited Access: 24 sq.ft. per face or seven percent (7%) of the building facade, whichever is less All Other Streets: 16 sq.ft. per face or five percent (5%) of the building facade, whichever is less	Thirty Six Square Feet (36sq.ft.)

11	21.11.17.C Maximum Height	Areas with Limited Access: 6 feet Areas with Unlimited Access: 4 feet All Other Streets: 3 feet	Six Feet (6ft.)
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Additionally, staff has created three options that would be added to the above February 18th amendment, specifically in relation to requirements for Feather Flags:

***Option #1: Feather flags would be viewed as Temporary Signs and follow the UDC requirements as identified in 21.11.17.***

G. Feather flags, are considered temporary signs and are required to follow all Temporary Sign regulations as defined in UDC Article 11 Section 21.11.17 Subsections A-F.

***Option #2: No Permit / 180 days max / Max number per business:***

G. Feather flags, are considered temporary signs, but do not require a permit to be obtained.

1. Feather flags are permitted for a maximum of 120 consecutive calendar days per year.
2. The maximum number of feather flags is 2 per business.
3. Any feather flag sign in disrepair / poor condition such as fraying, fading, or rips and tears shall be either replaced or removed or is subject to violation.

***Option #3: Permit / 30 Days on – 30 Days Off / Max number per business:***

G. Wind driven signs, including feather flags, are considered temporary signs and require a temporary sign permit.

1. Feather Flags are permitted for a maximum of thirty (30) consecutive calendar days at a time. Once the thirty (30) calendar days have been met, the property owner is responsible for removal of the feather flag.
2. No additional temporary sign permits for feather flags shall be issued for the same business for a period of thirty (30) days after the expiration of the previous permit.
3. Feather flags are permitted for a maximum of 120 calendar days per year.
4. The maximum number of feather flags is 2 per business.
5. Any feather flag sign in disrepair / poor condition such as fraying, fading, or rips and tears shall be either replaced or removed or is subject to violation.

Staff is requesting that at the February 18th City Council meeting that feedback and direction can be provided if this proposal or some variation of it is desirable.

Additionally, in light of the extensive conversation on temporary signs and feedback received, staff has started drafting a full UDC Article 11 Signs rewrite. The goal of this rewrite will be to have sign regulations that are more easily understood, and to ensure that the signs that are being permitted are desired by City Council. In light of this upcoming UDC Amendment for Article 11, staff is requesting that no formal action be taken on Ordinance 25-S-004. Rather than adopting a small change in Article 11 and then in the upcoming couple of months making a full Article 11 rewrite, it seems more appropriate to provide direction on Temporary Signs using this ordinance presentation, not take action on the Ordinance itself and then the desired changes for Temporary Signs will be incorporated into the overall Article 11 rewrite.

The Planning and Zoning Commission held a public hearing and made a recommendation of approval at the December 4, 2024, Planning and Zoning Commission meeting. A Public Hearing notice was published in the San Antonio Express on December 18th for the Public Hearing at the January 7, 2025, City Council meeting.

## **GOAL**

To receive direction on the proposed amendments to the Unified Development Code Article 11, Section 21.11.6 Prohibited Signs to explicitly state that inflatable / balloon signs are prohibited regardless of size and Section 21.11.17 Temporary Signs to increase the maximum area and maximum height for temporary signage and to modify the requirements for feather flags.

## **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, and general welfare of the City;**

The City Council requests and 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 allow greater flexibility / larger temporary signs regardless of where the business location is and the associated roadway classification. By increasing the maximum height and maximum area for temporary signage it promotes orderly and efficient development. With the proposed amendments, businesses will still be required to obtain a temporary sign permit which also ensures orderly development of the City. Additionally, by providing clarity on prohibited signs it will ensure consistency and efficiency with the sign permitting process throughout the City.

### **2. The proposed amendment is consistent with the goals, objectives, and policies of the UDC and the City;**

The proposed amendments are consistent with the goals and desires of the City Council as discussed at the November 19, 2024 City Council workshop. Additionally, increasing the maximum height and maximum area allows greater flexibility, which is consistent with other UDC Amendments that have been approved. Recent UDC amendments have been made to add clarity on requirements and desires of the City Council. By creating a UDC amendment that clearly prohibits inflatable signage, it is more clear for business owners and applicants on what is allowed as a temporary sign in the City of Schertz.

### **3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law; and**

The proposed amendments will meet the changing conditions / desires of the City Council in relation to allowing larger temporary signs. Additionally, the amendment adds clarity on temporary signs that are not desired and more clearly prohibits the use of inflatable signs. The Operational Values of the City include being proactive and service-oriented. By implementing the proposed UDC amendment, it will proactively allow businesses to have larger temporary signs and to have consistent height and area maximums for all businesses regardless of the property location.

### **4. Other factors which 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. The City Council Workshops at the November 12th and November 19th City Council, as well as the January 7, 2025 and February 4, 2025 City Council meetings should be reviewed as it provides additional information as to the insight of why these UDC Amendments have been requested



and proposed.

## **RECOMMENDATION**

### ***Staff Recommendation***

As previously stated in this City Council report staff is requesting that at the February 18th City Council meeting that feedback and direction be provided about whether the proposed changes are desirable. Staff is requesting that no formal action be taken on Ordinance 25-S-004 but rather include these changes into the full rewrite of Article 11 that will be brought to the Planning and Zoning Commission and City Council in the next couple of months.

### ***Planning and Zoning Commission Recommendation***

The Planning and Zoning Commission met on December 4, 2024, held a public hearing, and made a recommendation of approval to City Council with a 6-0 vote. The UDC Amendment that the Planning and Zoning Commission recommended included the following UDC Amendment language which differs from what is proposed with this UDC Amendment.

- Prohibit wind driven signs including feather flags and inflatable / balloon signs
- Increase maximum area to 36 square feet
- Increase maximum height to 6 feet

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## **Attachments**

Ordinance 25-S-004 with Attachments

Proposed UDC Amendment Redlines

City Council Presentation Slides

## **ORDINANCE 25-S-004**

### **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 11 SECTION 21.11.6 PROHIBITED SIGNS AND ARTICLE 11 SECTION 21.11.17 TEMPORARY SIGNS**

**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 December 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 January 7, 2025, 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.

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, APPROVED and ADOPTED ON this \_\_\_\_ of \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

Exhibit “A”  
Proposed Unified Development Code (UDC) Amendments

## UDC Amendment Article 11 Section 21.11.6 and Section 12.11.17- CLEAN

### November 19, 2024 City Council Meeting Proposal:

#### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs for both residential and nonresidential developments.
  - B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed Thirty Six Square Feet (36 sq.ft.), except as described in subsection G. New Business Temporary Signs.
  - C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed Six Feet (6ft.). except as described in subsection G. New Business Temporary Signs.
  - D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
  - E. *Time Limitations.* Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year. No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.
  - F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.
- G. Special Event / Promotion Temporary Signs. Any business can apply for Special Event / Promotion Temporary Signage in addition to the Temporary Signs described above with the following requirements:
- 1. There is no maximum area, no maximum height, or limitation on the number of Special Event / Promotion Temporary Signs that can be permitted.
  - 2. Special Event / Promotion Temporary Signs are permitted for a maximum of thirty (30) consecutive days per calendar year with the issuance of a Temporary Sign Permit.

## UDC Amendment Article 11 Section 21.11.6 and Section 12.11.17- CLEAN

### January 7, 2025 City Council Meeting Proposal:

#### **Sec. 21.11.6. Prohibited Signs.**

P. Wind driven signs including feather flags and inflatable / balloon sign are prohibited regardless of size.

#### **Sec. 21.11.17. Temporary Signs.**

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed Thirty Six Square Feet (36 sq.ft.)
- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed Six Feet (6ft.).
- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year. No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

## UDC Amendment Article 11 Section 21.11.6 and Section 12.11.17- CLEAN

### February 4, 2025 City Council Meeting Proposal:

#### Sec. 21.11.6. Prohibited Signs.

P. Balloon Signs including inflatable signs are prohibited regardless of size. Feather Flags are the only type of wind driven signs allowed.

#### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed Twenty Four Square Feet (24 sq.ft.) except that Feather Flags are limited to Sixteen Square Feet (16 sq.ft.).
- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed Four Feet (4ft.) except that Feather Flags are limited to Eight Feet (8').
- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary signs shall be permitted for a maximum of 120 days per calendar year. Temporary Sign permits will be issued for thirty (30) day increments. The cumulative total number of days for which all temporary signs issued for a property or business shall not exceed 120 calendar days.
- F. *Number of Signs.* No more than three (3) temporary signs shall be permitted per business or tenant at any given time.
- G. *Recurring Event Permit.* A Recurring Event Permit is for temporary signs that will be issued in two-day increments for up to fifteen (15) times per year. The applicant requesting a Recurring Event Permit must identify which 15 two day increments they intend to have the temporary signs when applying for the initial permit. The selected dates can be modified as dates change with prior approval.

## UDC Amendment Article 11 Section 21.11.6 and Section 12.11.17- CLEAN

### February 18, 2025 City Council Meeting Options / Proposals:

#### **Sec. 21.11.6. Prohibited Signs.**

P. Balloon signs including inflatable signs are prohibited regardless of size.

#### **Sec. 21.11.17. Temporary Signs.**

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed Thirty Six Square Feet (36 sq.ft.)
- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed Six Feet (6ft.).
- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary signs shall be permitted for a maximum of 120 days per calendar year. Temporary Sign permits will be issued for thirty (30) day increments. The cumulative total number of days for which all temporary sign issued for a property or business shall not exceed 120 calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

#### ***Option #1: Feather flags would be viewed as Temporary Signs and follow the UDC requirements as identified in 21.11.17.***

- G. Feather flags, are considered temporary signs and are required to follow all Temporary Sign regulations as defined in UDC Article 11 Section 21.11.17 Subsections A-F.

#### ***Option #2: No Permit / 180 days max / Max number per business:***

- G. Feather flags, are considered temporary signs, but do not require a permit to be obtained.
  - 1. Feather flags are permitted for a maximum of 120 consecutive calendar days per year.
  - 2. The maximum number of feather flags is 2 per business.
  - 3. Any feather flag sign in disrepair / poor condition such as fraying, fading, or rips and tears shall be either replaced or removed or is subject to violation.

#### ***Option #3: Permit / 30 Days on – 30 Days Off / Max number per business:***

- G. Wind driven signs, including feather flags, are considered temporary signs and require a temporary sign permit.
  - 1. Feather Flags are permitted for a maximum of thirty (30) consecutive calendar days at a time. Once the thirty (30) calendar days have been met, the property owner is responsible for removal of the feather flag.
  - 2. No additional temporary sign permits for feather flags shall be issued for the same business for a period of thirty (30) days after the expiration of the previous permit.
  - 3. Feather flags are permitted for a maximum of 120 calendar days per year.
  - 4. The maximum number of feather flags is 2 per business.
  - 5. Any feather flag sign in disrepair / poor condition such as fraying, fading, or rips and tears shall be either replaced or removed or is subject to violation.



# UDC Amendment Article 11 Section 21.11.6 and Section 12.11.17- REDLINES

## November 19, 2024 City Council Meeting Proposal:

### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs ~~identified in this Article.~~ for both residential and nonresidential developments.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed ~~Thirty Six Square Feet (36 sq.ft.) the following:~~ , except as described in subsection G. New Business Temporary Signs.

Table 21.11.17A Maximum Area of Temporary Signs	
Areas with Limited Access	32 sq. ft. per face or ten percent (10%) of the building façade, whichever is less
Areas with Unlimited Access	24 sq. ft. per face or seven percent (7%) of the building façade, whichever is less
All Other Streets	16 sq. ft. per face or five percent (5%) of the building façade, whichever is less

- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed ~~Six Feet (6ft.). the following:~~ except as described in subsection G. New Business Temporary Signs.

Table 21.11.17B Maximum Height of Temporary Signs	
Areas with Limited Access	6 feet
Areas with Unlimited Access	4 feet
All Other Streets	3 feet

- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year. No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

G. *Special Event / Promotion Temporary Signs.* Any business can apply for Special Event / Promotion Temporary Signage in addition to the Temporary Signs described above with the following requirements:

1. There is no maximum area, no maximum height, or limitation on the number of Special Event / Promotion Temporary Signs that can be permitted.
2. Special Event / Promotion Temporary Signs are permitted for a maximum of thirty (30) consecutive days per calendar year with the issuance of a Temporary Sign Permit.

# UDC Amendment Article 11 Section 21.11.6 and Section 12.11.17- REDLINES

## January 7, 2025 City Council Meeting Proposal:

### Sec. 21.11.6. Prohibited Signs.

P. Wind driven signs including feather flags and inflatable / balloon sign are prohibited regardless of size.

### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed **Thirty Six Square Feet (36 sq.ft.)** ~~the following:~~

<b>Table 21.11.17A</b> <b>Maximum Area of Temporary Signs</b>	
<b>Areas with Limited Access</b>	<b>32 sq. ft. per face or ten percent (10%) of the building façade, whichever is less</b>
<b>Areas with Unlimited Access</b>	<b>24 sq. ft. per face or seven percent (7%) of the building façade, whichever is less</b>
<b>All Other Streets</b>	<b>16 sq. ft. per face or five percent (5%) of the building façade, whichever is less</b>

- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed **Six Feet (6ft.)** ~~the following:~~

<b>Table 21.11.17B</b> <b>Maximum Height of Temporary Signs</b>	
<b>Areas with Limited Access</b>	<b>6 feet</b>
<b>Areas with Unlimited Access</b>	<b>4 feet</b>
<b>All Other Streets</b>	<b>3 feet</b>

- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year. No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

# UDC Amendment Article 11 Section 21.11.6 and Section 12.11.17- REDLINES

## February 4, 2025 City Council Meeting Proposal:

### Sec. 21.11.6. Prohibited Signs.

P. Balloon Signs including inflatable signs are prohibited regardless of size. Feather Flags are the only type of wind driven signs allowed.

### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed **Twenty Four Square Feet (24 sq.ft.)** except that Feather Flags are limited to **Sixteen Square Feet (16 sq.ft.)**. ~~the following:~~

Table 21.11.17A Maximum Area of Temporary Signs	
Areas with Limited Access	32 sq. ft. per face or ten percent (10%) of the building façade, whichever is less
Areas with Unlimited Access	24 sq. ft. per face or seven percent (7%) of the building façade, whichever is less
All Other Streets	16 sq. ft. per face or five percent (5%) of the building façade, whichever is less

- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed **Four Feet (4ft.)** except that Feather Flags are limited to **Eight Feet (8')**. ~~the following:~~

Table 21.11.17B Maximum Height of Temporary Signs	
Areas with Limited Access	6 feet
Areas with Unlimited Access	4 feet
All Other Streets	3 feet

- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary ~~freestanding~~ signs shall be permitted for a maximum of **120** ~~180~~ days per calendar year. Temporary Sign permits will be issued for thirty (30) day increments. ~~No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business.~~ The cumulative total number of days for which all temporary sign ~~permits~~ issued for a property or business shall not exceed **180** ~~120~~ calendar days.
- F. *Number of Signs.* No more than **three (3)** ~~two (2)~~ ~~types of~~ temporary signs shall be permitted per business or tenant at any given time.
- G. *Recurring Event Permit.* A Recurring Event Permit is for temporary signs that will be issued in two-day increments for up to fifteen (15) times per year. The applicant requesting a Recurring Event Permit must identify which 15 two day increments they intend to have the temporary signs when applying for the initial permit. The selected dates can be modified as dates change with prior approval.

# UDC Amendment Article 11 Section 21.11.6 and Section 12.11.17- REDLINES

## February 18, 2025 City Council Meeting Options / Proposals:

### Sec. 21.11.6. Prohibited Signs.

P. Balloon signs including inflatable signs are prohibited regardless of size.

### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed **Thirty Six Square Feet (36 sq.ft.)** ~~the following:~~

Table 21.11.17A Maximum Area of Temporary Signs	
Areas with Limited Access	32 sq. ft. per face or ten percent (10%) of the building façade, whichever is less
Areas with Unlimited Access	24 sq. ft. per face or seven percent (7%) of the building façade, whichever is less
All Other Streets	16 sq. ft. per face or five percent (5%) of the building façade, whichever is less

- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed **Six Feet (6ft.)** ~~the following:~~

Table 21.11.17B Maximum Height of Temporary Signs	
Areas with Limited Access	6 feet
Areas with Unlimited Access	4 feet
All Other Streets	3 feet

- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary ~~freestanding~~ signs shall be permitted for a maximum of **120** ~~180~~ days per calendar year. Temporary Sign permits will be issued for thirty (30) day increments. ~~No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business.~~ The cumulative total number of days for which all temporary sign ~~permits~~ issued for a property or business shall not exceed **180** ~~120~~ calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

**Option #1: Feather flags would be viewed as Temporary Signs and follow the UDC requirements as identified in 21.11.17.**

- G. Feather flags, are considered temporary signs and are required to follow all Temporary Sign regulations as defined in UDC Article 11 Section 21.11.17 Subsections A-F.

**Option #2: No Permit / 180 days max / Max number per business:**

## UDC Amendment Article 11 Section 21.11.6 and Section 12.11.17- REDLINES

- G. Feather flags, are considered temporary signs, but do not require a permit to be obtained.
  - 1. Feather flags are permitted for a maximum of 120 consecutive calendar days per year.
  - 2. The maximum number of feather flags is 2 per business.
  - 3. Any feather flag sign in disrepair / poor condition such as fraying, fading, or rips and tears shall be either replaced or removed or is subject to violation.

### ***Option #3: Permit / 30 Days on – 30 Days Off / Max number per business:***

- G. Wind driven signs, including feather flags, are considered temporary signs and require a temporary sign permit.
  - 1. Feather Flags are permitted for a maximum of thirty (30) consecutive calendar days at a time. Once the thirty (30) calendar days have been met, the property owner is responsible for removal of the feather flag.
  - 2. No additional temporary sign permits for feather flags shall be issued for the same business for a period of thirty (30) days after the expiration of the previous permit.
  - 3. Feather flags are permitted for a maximum of 120 calendar days per year.
  - 4. The maximum number of feather flags is 2 per business.
  - 5. Any feather flag sign in disrepair / poor condition such as fraying, fading, or rips and tears shall be either replaced or removed or is subject to violation.

# Ordinance 25-S-004

UDC Amendment for Article 11 Section 21.11.6 Prohibited Signs and  
Section 21.11.17 Temporary Signs

**Emily Delgado | Planning Manager**

# Background

- November 12, 2024: City Council Workshop meeting, the Planning Division gave a presentation / workshop regarding updating the UDC for blowup signs and flags for advertising.
- November 19, 2024: City Council meeting staff gave an additional workshop / presentation to further discuss proposed UDC amendments.
- Public Hearing Notice was published on December 18<sup>th</sup> for the January 7<sup>th</sup> City Council meeting.
- January 7, 2025: City Council meeting it was made clear that there was a desire amongst City Council to allow feather flags and that staff needed to revise the proposed UDC Amendment.
- February 4, 2025: City Council meeting staff presented a new proposal that would allow feather flags and had a new concept of a “Recurring Event Permit”. City Council motioned to table the item to the February 18, 2025 City Council meeting so more options could be presented.



# Types of Temporary Signs being discussed:

Feather Flags

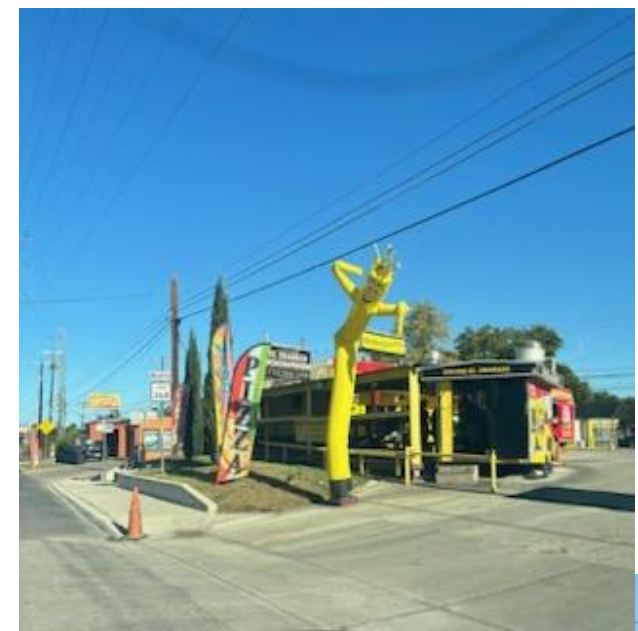


Balloon Sign



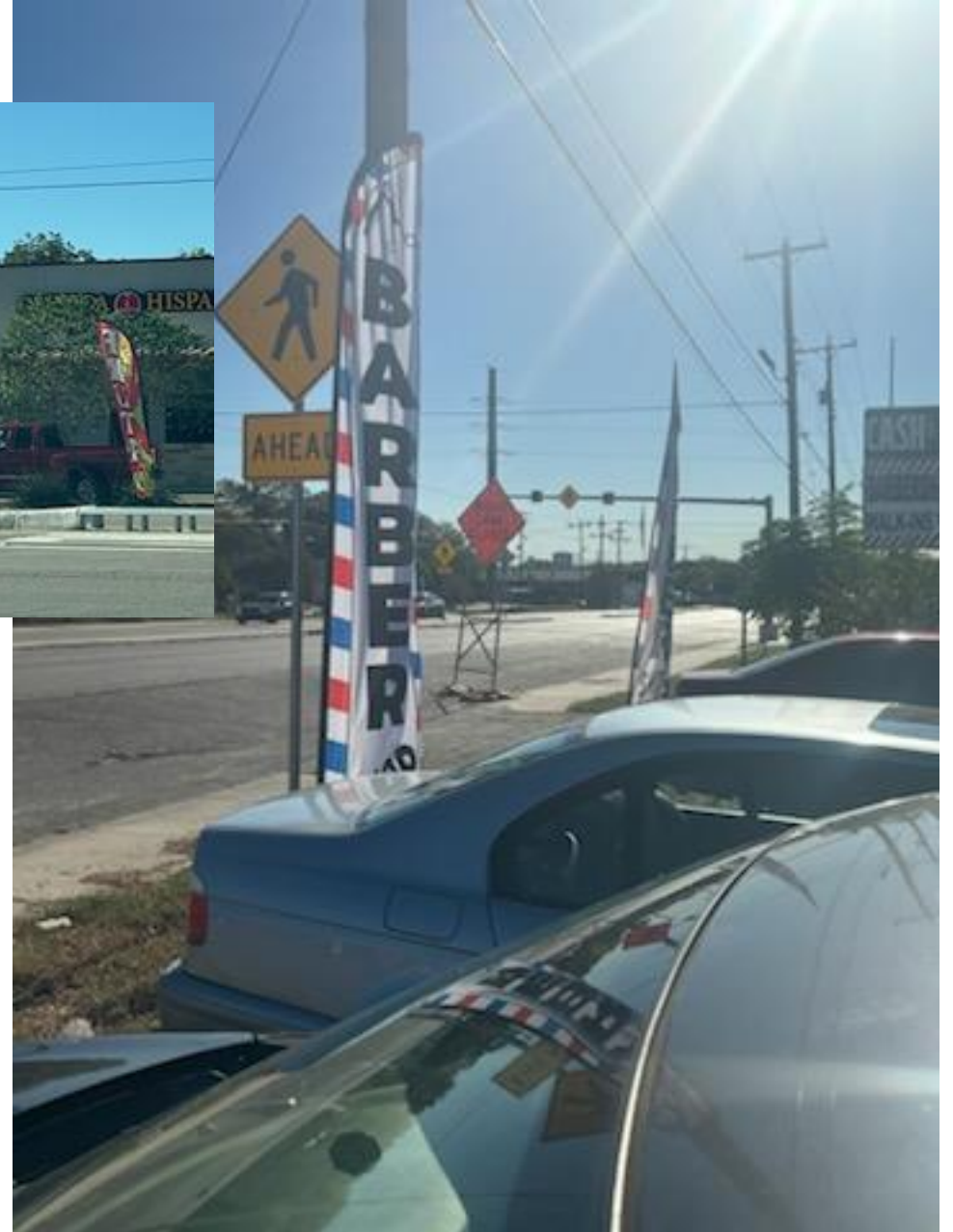


# Examples of signage





# Examples of signage



# UDC

## Amendments:

November 19<sup>th</sup>

## Proposal

### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs ~~identified in this Article.~~ for both residential and nonresidential developments.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed **Thirty Six Square Feet (36 sq.ft.)** ~~the following:~~, except as described in subsection G. New Business Temporary Signs.

Table 21.11.17A Maximum Area of Temporary Signs	
Areas with Limited Access	32 sq. ft. per face or ten percent (10%) of the building façade, whichever is less
Areas with Unlimited Access	24 sq. ft. per face or seven percent (7%) of the building façade, whichever is less
All Other Streets	16 sq. ft. per face or five percent (5%) of the building façade, whichever is less

- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed **Six Feet (6ft.)**.~~the following:~~ except as described in subsection G. New Business Temporary Signs.

Table 21.11.17B Maximum Height of Temporary Signs	
Areas with Limited Access	6 feet
Areas with Unlimited Access	4 feet
All Other Streets	3 feet

- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year. No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

G. *Special Event / Promotion Temporary Signs.* Any business can apply for Special Event / Promotion Temporary Signage in addition to the Temporary Signs described above with the following requirements:

1. There is no maximum area, no maximum height, or limitation on the number of Special Event / Promotion Temporary Signs that can be permitted.
2. Special Event / Promotion Temporary Signs are permitted for a maximum of thirty (30) consecutive days per calendar year with the issuance of a Temporary Sign Permit.

### Highlights:

- Increased overall height and area.
- Creation of “Special Event / Promotion Temporary Signs”

# UDC

## Amendments:

November 19<sup>th</sup>

## Proposal

### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs for both residential and nonresidential developments.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed Thirty Six Square Feet (36 sq.ft.), except as described in subsection G. New Business Temporary Signs.
- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed Six Feet (6ft.). except as described in subsection G. New Business Temporary Signs.
- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year. No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.
- G. *Special Event / Promotion Temporary Signs.* Any business can apply for Special Event / Promotion Temporary Signage in addition to the Temporary Signs described above with the following requirements:
  - 1. There is no maximum area, no maximum height, or limitation on the number of Special Event / Promotion Temporary Signs that can be permitted.
  - 2. Special Event / Promotion Temporary Signs are permitted for a maximum of thirty (30) consecutive days per calendar year with the issuance of a Temporary Sign Permit.



**Sec. 21.11.6. Prohibited Signs.**

P. Wind driven signs including feather flags and inflatable / balloon sign are prohibited regardless of size.

**Sec. 21.11.17. Temporary Signs.**

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed **Thirty Six Square Feet (36 sq.ft.)** ~~the following:~~

<del>Table 21.11.17A Maximum Area of Temporary Signs</del>	
<del>Areas with Limited Access</del>	<del>32 sq. ft. per face or ten percent (10%) of the building façade, whichever is less</del>
<del>Areas with Unlimited Access</del>	<del>24 sq. ft. per face or seven percent (7%) of the building façade, whichever is less</del>
<del>All Other Streets</del>	<del>16 sq. ft. per face or five percent (5%) of the building façade, whichever is less</del>

- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed **Six Feet (6ft.)** ~~the following:~~

<del>Table 21.11.17B Maximum Height of Temporary Signs</del>	
<del>Areas with Limited Access</del>	<del>6 feet</del>
<del>Areas with Unlimited Access</del>	<del>4 feet</del>
<del>All Other Streets</del>	<del>3 feet</del>

- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year. No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

**Highlights:**

- Feather flags and ballon signs prohibited.
- Increased overall height and area.

#### Sec. 21.11.6. Prohibited Signs.

P. Wind driven signs including feather flags and inflatable / balloon sign are prohibited regardless of size.

#### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed Thirty Six Square Feet (36 sq.ft.)
- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed Six Feet (6ft.).
- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year. No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business. The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

# UDC

## Amendments:

February 4<sup>th</sup>

## Proposal

### Sec. 21.11.6. Prohibited Signs.

P. Balloon Signs including inflatable signs are prohibited regardless of size. Feather Flags are the only type of wind driven signs allowed.

### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed **Twenty Four Square Feet (24 sq.ft.)** except that Feather Flags are limited to **Sixteen Square Feet (16 sq.ft.)**. ~~the following:~~

<del>Table 21.11.17A</del> <del>Maximum Area of Temporary Signs</del>	
<del>Areas with Limited Access</del>	<del>32 sq. ft. per face or ten percent (10%) of the building façade, whichever is less</del>
<del>Areas with Unlimited Access</del>	<del>24 sq. ft. per face or seven percent (7%) of the building façade, whichever is less</del>
<del>All Other Streets</del>	<del>16 sq. ft. per face or five percent (5%) of the building façade, whichever is less</del>

- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed **Four Feet (4ft.)** except that Feather Flags are limited to **Eight Feet (8')**. ~~the following:~~

<del>Table 21.11.17B</del> <del>Maximum Height of Temporary Signs</del>	
<del>Areas with Limited Access</del>	<del>6 feet</del>
<del>Areas with Unlimited Access</del>	<del>4 feet</del>
<del>All Other Streets</del>	<del>3 feet</del>

- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary ~~freestanding~~ signs shall be permitted for a maximum of **120** ~~180~~ days per calendar year. Temporary Sign permits will be issued for thirty (30) day increments. ~~No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business.~~ The cumulative total number of days for which all temporary sign ~~permits~~ issued for a property or business shall not exceed **180** ~~120~~ calendar days.
- F. *Number of Signs.* No more than **three (3)** ~~two (2) types of~~ temporary signs shall be permitted per business or tenant at any given time.
- G. *Recurring Event Permit.* A Recurring Event Permit is for temporary signs that will be issued in two-day increments for up to fifteen (15) times per year. The applicant requesting a Recurring Event Permit must identify which 15 two day increments they intend to have the temporary signs when applying for the initial permit. The selected dates can be modified as dates change with prior approval.

## Highlights:

- Ballon signs prohibited, Feather flags allowed.
- Standardized overall height and area.
- Specific height and area for feather flags.
- Decrease in allowable time.
- Permits issued for 30 day increments.
- Increase to 3 temporary signs.
- Creation of “Recurring Event Permit”

#### Sec. 21.11.6. Prohibited Signs.

P. Balloon Signs including inflatable signs are prohibited regardless of size. Feather Flags are the only type of wind driven signs allowed.

#### Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed Twenty Four Square Feet (24 sq.ft.) except that Feather Flags are limited to Sixteen Square Feet (16 sq.ft.).
- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed Four Feet (4ft.) except that Feather Flags are limited to Eight Feet (8').
- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary signs shall be permitted for a maximum of 120 days per calendar year. Temporary Sign permits will be issued for thirty (30) day increments. The cumulative total number of days for which all temporary signs issued for a property or business shall not exceed 120 calendar days.
- F. *Number of Signs.* No more than three (3) temporary signs shall be permitted per business or tenant at any given time.
- G. *Recurring Event Permit.* A Recurring Event Permit is for temporary signs that will be issued in two-day increments for up to fifteen (15) times per year. The applicant requesting a Recurring Event Permit must identify which 15 two day increments they intend to have the temporary signs when applying for the initial permit. The selected dates can be modified as dates change with prior approval.



Amendments:  
February 18<sup>th</sup>  
Proposal

Sec. 21.11.6. Prohibited Signs.

P. Balloon signs including inflatable signs are prohibited regardless of size.

Sec. 21.11.17. Temporary Signs.

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed **Thirty Six Square Feet (36 sq.ft.)** ~~the following:~~

<del>Table 21.11.17A</del> <del>Maximum Area of Temporary Signs</del>	
<del>Areas with Limited Access</del>	<del>32 sq. ft. per face or ten percent (10%) of the building façade, whichever is less</del>
<del>Areas with Unlimited Access</del>	<del>24 sq. ft. per face or seven percent (7%) of the building façade, whichever is less</del>
<del>All Other Streets</del>	<del>16 sq. ft. per face or five percent (5%) of the building façade, whichever is less</del>

- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed **Six Feet (6ft.)** ~~the following:~~

<del>Table 21.11.17B</del> <del>Maximum Height of Temporary Signs</del>	
<del>Areas with Limited Access</del>	<del>6 feet</del>
<del>Areas with Unlimited Access</del>	<del>4 feet</del>
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- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary ~~freestanding~~ signs shall be permitted for a maximum of **120** ~~180~~ days per calendar year. Temporary Sign permits will be issued for thirty (30) day increments. ~~No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit. There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business.~~ The cumulative total number of days for which all temporary sign ~~permits~~ issued for a property or business shall not exceed **180** ~~120~~ calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

- Highlights:
- Ballon signs prohibited,
  - Increased overall height and area.
  - Decrease in allowable time.
  - Permits issued for 30 day increments.

# UDC

## Amendments:

February 18<sup>th</sup>

## Proposal

***Option #1: Feather flags would be viewed as Temporary Signs and follow the UDC requirements as identified in 21.11.17.***

G. Feather flags, are considered temporary signs and are required to follow all Temporary Sign regulations as defined in UDC Article 11 Section 21.11.17 Subsections A-F.

***Option #2: No Permit / 180 days max / Max number per business:***

- G. Feather flags, are considered temporary signs, but do not require a permit to be obtained.
1. Feather flags are permitted for a maximum of 120 consecutive calendar days per year.
  2. The maximum number of feather flags is 2 per business.
  3. Any feather flag sign in disrepair / poor condition such as fraying, fading, or rips and tears shall be either replaced or removed or is subject to violation.

***Option #3: Permit / 30 Days on – 30 Days Off / Max number per business:***

- G. Wind driven signs, including feather flags, are considered temporary signs and require a temporary sign permit.
1. Feather Flags are permitted for a maximum of thirty (30) consecutive calendar days at a time. Once the thirty (30) calendar days have been met, the property owner is responsible for removal of the feather flag.
  2. No additional temporary sign permits for feather flags shall be issued for the same business for a period of thirty (30) days after the expiration of the previous permit.
  3. Feather flags are permitted for a maximum of 120 calendar days per year.
  4. The maximum number of feather flags is 2 per business.
  5. Any feather flag sign in disrepair / poor condition such as fraying, fading, or rips and tears shall be either replaced or removed or is subject to violation.

# UDC

## Amendments:

February 18<sup>th</sup>

## Proposal

### **Sec. 21.11.6. Prohibited Signs.**

P. Balloon signs including inflatable signs are prohibited regardless of size.

### **Sec. 21.11.17. Temporary Signs.**

- A. *General.* Notwithstanding any other provisions of this Article, this section shall be applicable to all temporary signs identified in this Article.
- B. *Maximum Area.* The maximum area permitted for temporary signs shall not exceed Thirty Six Square Feet (36 sq.ft.)
- C. *Maximum Height.* The maximum height permitted for temporary signs shall not exceed Six Feet (6ft.).
- D. *Minimum Setback.* The minimum setback for all temporary signs shall be fifteen feet (15') from any property line.
- E. *Time Limitations.* Temporary signs shall be permitted for a maximum of 120 days per calendar year. Temporary Sign permits will be issued for thirty (30) day increments. The cumulative total number of days for which all temporary sign issued for a property or business shall not exceed 120 calendar days.
- F. *Number of Signs.* No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

### ***Option #1: Feather flags would be viewed as Temporary Signs and follow the UDC requirements as identified in 21.11.17.***

- G. Feather flags, are considered temporary signs and are required to follow all Temporary Sign regulations as defined in UDC Article 11 Section 21.11.17 Subsections A-F.

### ***Option #2: No Permit / 180 days max / Max number per business:***

- G. Feather flags, are considered temporary signs, but do not require a permit to be obtained.
  - 1. Feather flags are permitted for a maximum of 120 consecutive calendar days per year.
  - 2. The maximum number of feather flags is 2 per business.
  - 3. Any feather flag sign in disrepair / poor condition such as fraying, fading, or rips and tears shall be either replaced or removed or is subject to violation.

### ***Option #3: Permit / 30 Days on – 30 Days Off / Max number per business:***

- G. Wind driven signs, including feather flags, are considered temporary signs and require a temporary sign permit.
  - 1. Feather Flags are permitted for a maximum of thirty (30) consecutive calendar days at a time. Once the thirty (30) calendar days have been met, the property owner is responsible for removal of the feather flag.
  - 2. No additional temporary sign permits for feather flags shall be issued for the same business for a period of thirty (30) days after the expiration of the previous permit.
  - 3. Feather flags are permitted for a maximum of 120 calendar days per year.
  - 4. The maximum number of feather flags is 2 per business.
  - 5. Any feather flag sign in disrepair / poor condition such as fraying, fading, or rips and tears shall be either replaced or removed or is subject to violation.

# Background

- Staff is requesting that at the February 18th City Council meeting that feedback and direction can be provided if the proposal or some variation of it is desirable.
- Additionally, in light of the extensive conversation on temporary signs and feedback received, staff has started drafting a full UDC Article 11 Signs rewrite. The goal of this rewrite will be to have sign regulations that are more easily understood, and to ensure that the signs that are being permitted are desired by City Council.
- With this upcoming UDC Amendment for Article 11, staff is requesting that no formal action be taken on Ordinance 25-S-004.
- Rather than adopting a small change in Article 11 and then in the upcoming couple of months making a full Article 11 rewrite, it seems more appropriate to provide direction on Temporary Signs using this ordinance presentation, not take action on the Ordinance itself and then the desired changes for Temporary Signs will be incorporated into the overall Article 11 rewrite.

# UDC SECTION 21.4.7.D Criteria for Approval

## 1. The proposed amendment promotes the health, safety, or general welfare of the City.

- The proposed amendments
  - allow greater flexibility / larger temporary signs
  - increases the maximum height and maximum area for temporary
  - businesses will still be required to obtain a temporary sign permit which also ensures orderly development of the City
  - increase clarity on prohibited signs

## 2. An amendment to the text is consistent with the goals, objectives and policies of this UDC and the City

- Consistent with the goals and desires of the City Council as discussed at the previous City Council workshops and meetings.
- Allows greater flexibility, which is consistent with other UDC Amendments that have been approved.
- UDC amendment that clearly prohibits inflatable signage, it is clearer for business owners and applicants on what is allowed as a temporary sign in the City of Schertz.

# UDC SECTION 21.4.7.D Criteria for Approval

**3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law;**

- Meets the changing conditions / desires of the City Council
- Adds clarity on temporary signs that are not desired
- More clearly prohibits the use of inflatable signs
- Proactively will allow businesses to have larger temporary signs and to have consistent height and area maximums for all businesses regardless of the property location.

**4. Other factors which 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.

# Recommendation

## Staff Recommendation:

- Staff is requesting that at the February 18th City Council meeting that feedback and direction be provided about whether the proposed changes are desirable.
- Staff is requesting that no formal action be taken on Ordinance 25-S-004 but rather include these changes into the full rewrite of Article 11 that will be brought to the Planning and Zoning Commission and City Council in the next couple of months.

## Planning & Zoning Commission Recommendation:

- The Planning and Zoning Commission met on December 4, 2024, held a public hearing, and made a recommendation of approval to City Council with a 6-0 vote on the UDC Amendment proposed which would:
  - prohibit wind driven signs including feather flags and inflatable / balloon signs
  - increase maximum area to 36 square feet
  - increase maximum height to 6 feet



# Types of Temporary Signs:

Wind Sign



“A” Frame Sign



Balloon Sign



Banner Sign



Bandit Sign





# Current UDC Article 11 Section 21.11.17 Temporary Signs:

- Maximum Area based on street classification:

Areas with Limited Access	32 sq. ft. per face or 10% of the building façade, whichever is less
Areas with Unlimited Access	24 sq. ft. per face or 7% of the building façade, whichever is less
All Other Streets	16 sq. ft. or 5% of the building façade, whichever is less

- Maximum Height based on street classification:

Areas with Limited Access	6 Feet
Areas with Unlimited Access	4 Feet
All Other Streets	3 Feet

Examples of Limited Access: IH 35 and IH 10

Examples of Unlimited Access: FM 78, FM 482, FM 1103, FM 1518, FM 2252, FM 3009, Schertz Parkway

# Current UDC Art. 11 Sect. 21.11.17 Temporary Signs Continued:

- Minimum Setback:
  - Setback for all temporary signs shall be fifteen feet (15') from any property line.
- Time Limitations:
  - Temporary freestanding signs shall be permitted for a maximum of 180 days per calendar year.
  - No additional temporary sign permit shall be issued for the same property or business for a period of fourteen (14) days after the expiration of the previous permit.
  - There shall be no limit to the number of temporary sign permits that may be issued for a particular property or business.
  - The cumulative total number of days for which all temporary sign permits issued for a property or business shall not exceed 180 calendar days.
- Number of Signs:
  - No more than two (2) types of temporary signs shall be permitted per business or tenant at any given time.

# UDC Article 16 Definitions:

- Temporary Sign: Any sign identified by this UDC which is intended to be displayed for seasonal or brief activities including, but not limited to, sales, specials, promotions, holidays, auctions, and/or business grand openings.
- Wind Sign: Any display or series of displays, banners, flags, pennants or other such objects designed and fashioned in such a manner as to move when subjected to wind pressure. Wind signs shall only be permitted as temporary signs.
- "A" Frame Sign: A temporary sign constructed in such a manner as to form an "A" or a tent-like shape, hinged or not hinged at the top with each angular face held at an appropriate distance so as to be adequately secured by a supporting member. These signs may also be referred to as sandwich board signs.

# UDC Article 16 Definitions:

- Balloon Sign: One or more inflatable devices filled with lighter-than-air gas used as a temporary sign for the purpose of directing attention to any location, event, person, product, good, service, activity, institution or business.
- Banner Sign: A temporary sign constructed of a natural or man-made flexible material including, but not limited to, cloth, canvas, vinyl, or fabric which can be easily folded or rolled that is mounted with or without an enclosing framework that is attached or tethered to the building or structures.
- Pennant: Any long, narrow, usually triangular flag composed primarily of cloth, paper, fabric or other similar non-rigid material which may be used as a temporary sign to announce grand openings and/or special events.
- Bandit Sign: Any temporary ground sign announcing a subdivision, new development or builder. (*Bandit Signs are Prohibited per UDC Section 21.11.6*)

**CITY COUNCIL MEMORANDUM**

**City Council Meeting:** February 18, 2025  
**Department:** Police Department  
**Subject:** Workshop on Schertz PD TCOLE 2024 Racial Profiling Report  
(S.Willimas/J.Lowery)

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**BACKGROUND**

Schertz PD is required by law to submit an annual Racial Profiling Report that collects incident-based data related to self-initiated traffic stops and/or vehicle contacts. Data analysis, audits, findings, and recommendations to assure adherence to statutory and department requirements in mitigating racial profiling in policing.

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**Attachments**

2024 Racial Profiling Report Analysis  
2024 Racial Profiling Report TCOLE  
2024 Racial Profiling Report PPT

Schertz, TX PD

Jan 1, 2024 - Dec 31, 2024

## Texas TCOLE SB1187 Racial Profiling Report (2024)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

### 01. Total Traffic Stops

	4,775
	<b>4,775</b>

### 02. Location of Stop

CITY STREET	73.21%	3,496
COUNTY ROAD	5.15%	246
PRIVATE PROPERTY OR OTHER	1.05%	50
STATE HIGHWAY	11.18%	534
US HIGHWAY	9.40%	449
<b>Total</b>	<b>100.00%</b>	<b>4,775</b>

### 03. Was Race Known Prior to Stop?

N	98.07%	4,683
Y	1.93%	92
<b>Total</b>	<b>100.00%</b>	<b>4,775</b>

### 04. Race or Ethnicity

ALASKA NATIVE/AMERICAN INDIAN	0.71%	34
ASIAN/PACIFIC ISLANDER	2.41%	115
BLACK	19.20%	917
HISPANIC/LATINO	32.50%	1,552
WHITE	45.17%	2,157
<b>Total</b>	<b>100.00%</b>	<b>4,775</b>

### 05. Gender

FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.65%	11
	ASIAN/PACIFIC ISLANDER	2.70%	46
	BLACK	18.06%	308
	HISPANIC/LATINO	30.44%	519
	WHITE	48.15%	821

		100.00%	1,705
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.75%	23
	ASIAN/PACIFIC ISLANDER	2.25%	69
	BLACK	19.84%	609
	HISPANIC/LATINO	33.65%	1,033
	WHITE	43.52%	1,336
		100.00%	3,070
Total			4,775

#### 06. Reason for Stop?

MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.58%	19
	ASIAN/PACIFIC ISLANDER	2.51%	82
	BLACK	19.52%	638
	HISPANIC/LATINO	31.94%	1,044
	WHITE	45.46%	1,486
		100.00%	3,269
PRE EXISTING KNOWLEDGE	ASIAN/PACIFIC ISLANDER	1.72%	1
	BLACK	13.79%	8
	HISPANIC/LATINO	39.66%	23
	WHITE	44.83%	26
		100.00%	58
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	1.12%	14
	ASIAN/PACIFIC ISLANDER	2.33%	29
	BLACK	18.30%	228
	HISPANIC/LATINO	33.63%	419
	WHITE	44.62%	556
		100.00%	1,246
VIOLATION OF LAW	ALASKA NATIVE/AMERICAN INDIAN	0.50%	1
	ASIAN/PACIFIC ISLANDER	1.49%	3
	BLACK	21.29%	43
	HISPANIC/LATINO	32.67%	66
	WHITE	44.06%	89
		100.00%	202
Total			4,775

#### 07. Was a Search Conducted?

N	ALASKA NATIVE/AMERICAN INDIAN	0.72%	33
	ASIAN/PACIFIC ISLANDER	2.50%	114
	BLACK	18.96%	864
	HISPANIC/LATINO	32.70%	1,490

	WHITE	45.12%	2,056
		<b>100.00%</b>	<b>4,557</b>
Y	ALASKA NATIVE/AMERICAN INDIAN	0.46%	1
	ASIAN/PACIFIC ISLANDER	0.46%	1
	BLACK	24.31%	53
	HISPANIC/LATINO	28.44%	62
	WHITE	46.33%	101
		<b>100.00%</b>	<b>218</b>
<b>Total</b>			<b>4,775</b>

#### 08. Reason for Search?

CONSENT	BLACK	15.91%	7
	HISPANIC/LATINO	29.55%	13
	WHITE	54.55%	24
		<b>100.00%</b>	<b>44</b>
CONTRABAND IN PLAIN VIEW	BLACK	11.11%	1
	HISPANIC/LATINO	44.44%	4
	WHITE	44.44%	4
		<b>100.00%</b>	<b>9</b>
INCIDENT TO ARREST	ALASKA NATIVE/AMERICAN INDIAN	16.67%	1
	BLACK	33.33%	2
	WHITE	50.00%	3
		<b>100.00%</b>	<b>6</b>
INVENTORY	BLACK	15.38%	2
	HISPANIC/LATINO	53.85%	7
	WHITE	30.77%	4
		<b>100.00%</b>	<b>13</b>
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	0.72%	33
	ASIAN/PACIFIC ISLANDER	2.50%	114
	BLACK	18.96%	864
	HISPANIC/LATINO	32.70%	1,490
	WHITE	45.12%	2,056
		<b>100.00%</b>	<b>4,557</b>
PROBABLE CAUSE	ASIAN/PACIFIC ISLANDER	0.68%	1
	BLACK	28.08%	41
	HISPANIC/LATINO	26.03%	38
	WHITE	45.21%	66
		<b>100.00%</b>	<b>146</b>
<b>Total</b>			<b>4,775</b>

#### 09. Was Contraband Discovered?



N	ALASKA NATIVE/AMERICAN INDIAN	1.27%	1
	BLACK	17.72%	14
	HISPANIC/LATINO	34.18%	27
	WHITE	46.84%	37
		<b>100.00%</b>	<b>79</b>
Y	ASIAN/PACIFIC ISLANDER	0.72%	1
	BLACK	28.06%	39
	HISPANIC/LATINO	25.18%	35
	WHITE	46.04%	64
		<b>100.00%</b>	<b>139</b>
<b>Total</b>			<b>218</b>

10. Description of Contraband			
ALCOHOL	BLACK	16.67%	3
	HISPANIC/LATINO	33.33%	6
	WHITE	50.00%	9
		<b>100.00%</b>	<b>18</b>
DRUGS	BLACK	30.85%	29
	HISPANIC/LATINO	24.47%	23
	WHITE	44.68%	42
		<b>100.00%</b>	<b>94</b>
OTHER	BLACK	22.22%	8
	HISPANIC/LATINO	27.78%	10
	WHITE	50.00%	18
		<b>100.00%</b>	<b>36</b>
STOLEN PROPERTY	ASIAN/PACIFIC ISLANDER	20.00%	1
	BLACK	20.00%	1
	WHITE	60.00%	3
		<b>100.00%</b>	<b>5</b>
WEAPONS	BLACK	100.00%	1
		<b>100.00%</b>	<b>1</b>
<b>Total</b>			<b>154</b>

11. Result of the Stop			
ARREST	HISPANIC/LATINO	66.67%	2
	WHITE	33.33%	1
		<b>100.00%</b>	<b>3</b>
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.39%	6
	ASIAN/PACIFIC ISLANDER	2.20%	34
	BLACK	18.81%	291
	HISPANIC/LATINO	37.75%	584
	WHITE	40.85%	632

		100.00%	1,547
CITATION AND ARREST	BLACK	10.00%	1
	HISPANIC/LATINO	20.00%	2
	WHITE	70.00%	7
		100.00%	10
VERBAL WARNING	ALASKA NATIVE/AMERICAN INDIAN	1.66%	5
	ASIAN/PACIFIC ISLANDER	2.65%	8
	BLACK	20.20%	61
	HISPANIC/LATINO	35.43%	107
	WHITE	40.07%	121
		100.00%	302
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.77%	22
	ASIAN/PACIFIC ISLANDER	2.51%	72
	BLACK	19.18%	550
	HISPANIC/LATINO	29.33%	841
	WHITE	48.20%	1,382
		100.00%	2,867
WRITTEN WARNING AND ARREST	ALASKA NATIVE/AMERICAN INDIAN	2.17%	1
	ASIAN/PACIFIC ISLANDER	2.17%	1
	BLACK	30.43%	14
	HISPANIC/LATINO	34.78%	16
	WHITE	30.43%	14
		100.00%	46
<b>Total</b>			<b>4,775</b>

## 12. Arrest Based On

OUTSTANDING WARRANT	ASIAN/PACIFIC ISLANDER	7.14%	1
	BLACK	21.43%	3
	HISPANIC/LATINO	42.86%	6
	WHITE	28.57%	4
		100.00%	14
VIOLATION OF CITY ORDINANCE	WHITE	100.00%	1
		100.00%	1
VIOLATION OF PENAL CODE	ALASKA NATIVE/AMERICAN INDIAN	2.38%	1
	BLACK	28.57%	12
	HISPANIC/LATINO	28.57%	12
	WHITE	40.48%	17
		100.00%	42
VIOLATION OF TRAFFIC LAW	HISPANIC/LATINO	100.00%	2

	100.00%	2
<b>Total</b>		<b>59</b>

### 13. Was Physical Force Used?

N	ALASKA NATIVE/AMERICAN INDIAN	0.71%	34
	ASIAN/PACIFIC ISLANDER	2.41%	115
	BLACK	19.18%	915
	HISPANIC/LATINO	32.47%	1,549
	WHITE	45.22%	2,157
		100.00%	4,770
USE OF FORCE - BODILY INJURY TO OFC	HISPANIC/LATINO	100.00%	1
		100.00%	1
USE OF FORCE - NO BODILY INJURY	BLACK	50.00%	2
	HISPANIC/LATINO	50.00%	2
		100.00%	4
<b>Total</b>			<b>4,775</b>

### Was Arrest Due to Contraband Found?

N	ALASKA NATIVE/AMERICAN INDIAN	3.45%	1
	ASIAN/PACIFIC ISLANDER	3.45%	1
	BLACK	17.24%	5
	HISPANIC/LATINO	44.83%	13
	WHITE	31.03%	9
		100.00%	29
Y	BLACK	33.33%	10
	HISPANIC/LATINO	23.33%	7
	WHITE	43.33%	13
		100.00%	30

# Racial Profiling Report | Full

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Agency Name: SCHERTZ POLICE DEPARTMENT  
Reporting Date: 02/12/2025  
TCOLE Agency Number: 187203

Chief Administrator: JAMES W. LOWERY JR

Agency Contact Information:  
Phone: (210) 619-1200  
Email: jlowery@schertz.com

Mailing Address:  
1400 SCHERTZ PKWY BLDG 6  
SCHERTZ, TX 78154-1673

This Agency filed a full report

SCHERTZ POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the SCHERTZ POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the SCHERTZ POLICE DEPARTMENT if the individual believes that a peace officer employed by the SCHERTZ POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the SCHERTZ POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the SCHERTZ POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SCHERTZ POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: JAMES LOWERY  
Chief of Police

Date: 02/12/2025

# Total stops: 4775

## Street address or approximate location of the stop

City street	3496
US highway	449
County road	246
State highway	534
Private property or other	50

## Was race or ethnicity known prior to stop?

Yes	92
No	4683

## Race / Ethnicity

Alaska Native / American Indian	34
Asian / Pacific Islander	115
Black	917
White	2157
Hispanic / Latino	1552

## Gender

<b>Female</b>	<b>1705</b>
Alaska Native / American Indian	11
Asian / Pacific Islander	46
Black	308
White	821
Hispanic / Latino	519
<b>Male</b>	<b>3070</b>
Alaska Native / American Indian	23
Asian / Pacific Islander	69
Black	609
White	1336
Hispanic / Latino	1033

## Reason for stop?

<b>Violation of law</b>	<b>202</b>
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	43
White	89

Hispanic / Latino	66
<b>Preexisting knowledge</b>	<b>58</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	8
White	26
Hispanic / Latino	23
<b>Moving traffic violation</b>	<b>3269</b>
Alaska Native / American Indian	19
Asian / Pacific Islander	82
Black	638
White	1486
Hispanic / Latino	1044
<b>Vehicle traffic violation</b>	<b>1246</b>
Alaska Native / American Indian	14
Asian / Pacific Islander	29
Black	228
White	556
Hispanic / Latino	419
<b>Was a search conducted?</b>	
<b>Yes</b>	<b>218</b>
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	53
White	101
Hispanic / Latino	62
<b>No</b>	<b>4557</b>
Alaska Native / American Indian	33
Asian / Pacific Islander	114
Black	864
White	2056
Hispanic / Latino	1490
<b>Reason for Search?</b>	
<b>Consent</b>	<b>44</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	24

Hispanic / Latino	13				
<b>Contraband</b>	<b>9</b>				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	1				
White	4				
Hispanic / Latino	4				
<b>Probable</b>	<b>146</b>				
Alaska Native / American Indian	0				
Asian / Pacific Islander	1				
Black	41				
White	66				
Hispanic / Latino	38				
<b>Inventory</b>	<b>13</b>				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	2				
White	4				
Hispanic / Latino	7				
<b>Incident to arrest</b>	<b>6</b>				
Alaska Native / American Indian	1				
Asian / Pacific Islander	0				
Black	2				
White	3				
Hispanic / Latino	0				
<b>Was Contraband discovered?</b>					
<b>Yes</b>	<b>139</b>				
		Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	1	Yes	0	No	1
Black	39	Yes	10	No	29
White	64	Yes	13	No	51
Hispanic / Latino	35	Yes	7	No	28
<b>No</b>	<b>79</b>				
Alaska Native / American Indian	1				
Asian / Pacific Islander	0				
Black	14				
White	37				
Hispanic / Latino	27				



<b>Description of contraband</b>	
<b>Drugs</b>	<b>94</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	29
White	42
Hispanic / Latino	23
<b>Weapons</b>	<b>1</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
<b>Currency</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Alcohol</b>	<b>18</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	9
Hispanic / Latino	6
<b>Stolen property</b>	<b>5</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	3
Hispanic / Latino	0
<b>Other</b>	<b>36</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	18
Hispanic / Latino	10
<b>Result of the stop</b>	
Verbal warning	<b>302</b>

Alaska Native / American Indian	5
Asian / Pacific Islander	8
Black	61
White	121
Hispanic / Latino	107
<b>Written warning</b>	<b>2867</b>
Alaska Native / American Indian	22
Asian / Pacific Islander	72
Black	550
White	1382
Hispanic / Latino	841
<b>Citation</b>	<b>1547</b>
Alaska Native / American Indian	6
Asian / Pacific Islander	34
Black	291
White	632
Hispanic / Latino	584
<b>Written warning and arrest</b>	<b>46</b>
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	14
White	14
Hispanic / Latino	16
<b>Citation and arrest</b>	<b>10</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	7
Hispanic / Latino	2
<b>Arrest</b>	<b>3</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	2
<b>Arrest based on</b>	
<b>Violation of Penal Code</b>	<b>42</b>
Alaska Native / American Indian	1
Asian / Pacific Islander	0

Black	12
White	17
Hispanic / Latino	12
<b>Violation of Traffic Law</b>	<b>2</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
<b>Violation of City Ordinance</b>	<b>1</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
<b>Outstanding Warrant</b>	<b>14</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	3
White	4
Hispanic / Latino	6

**Was physical force resulting in bodily injury used during stop?**

<b>Yes</b>	<b>1</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
<b>Resulting in Bodily Injury To:</b>	
Suspect	0
Officer	1
Both	0
<b>No</b>	<b>4774</b>
Alaska Native / American Indian	34
Asian / Pacific Islander	115
Black	917
White	1551
Hispanic / Latino	2157

**Number of complaints of racial profiling**

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

**Comparative Analysis**

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

**Optional Narrative**

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

# Racial Profiling Report 2024

Schertz City Council Meeting February 18, 2025

Jim Lowery, Chief of Police



**SCHERTZ**  
COMMUNITY. SERVICE. OPPORTUNITY.

# OVERVIEW

- Define racial profiling
- National Dialogue
- State of Texas Legislation
- Policy and Training
- Data Collection and Reporting



# RACIAL PROFILING VS. CRIMINAL PROFILING

“**Racial Profiling**” refers to the discriminatory targeting of individuals for a suspicion of crime based on the individual’s ethnicity, race, religion, or national origin. **ILLEGAL**

“**Criminal Profiling**” is based on evidence gathered from previous crimes, victim or witness testimony that develops a motive or character assessment. **LEGAL**



# UNDERSTANDING RACIAL PROFILING

- In the 1990's national dialogue was elevated on racial profiling.
- The Department of Justice (DOJ) Civil Rights Division began to investigate allegations of racial profiling in police departments
- The DOJ COPS (Community Oriented Policing Services) Office developed a resource guide for police departments on assessing racial profiling data and offered comprehensive strategies to reduce racial profiling





# DOJ COPS OFFICE STRATEGIES

- Diverse recruitment and selection
- Training and education for police and community
- Minority community engagement initiatives
- Accountability and supervision
- Collecting and analyzing traffic stop data
- Using technology to reduce racial profiling and increase officer safety



# TEXAS STATE LEGISLATION

- In 2001, Senate Bill 1074 required Texas police departments to collect, analyze, and report motor vehicle-related contact data
- In 2009 House Bill 3389 modified the law amending definitions within the law
- In 2017, House Bill 3051 changed racial designation, and Senate Bill 1849 – Sandra Bland Law expanded data collection requirements.



# Schertz Police Department (SZPD)

## POLICY AND TRAINING

- As a police department we are committed to constitutional policing and protecting the civil rights of all people
- Police officers are prohibited from engaging in racial profiling in any police contact, seizure or forfeiture
- Police Officers attend mandated Texas Commission on Law Enforcement (TCOLE) training that includes Racial Profiling and Cultural Diversity
- Officers are required to enter disposition codes for all traffic stops
- Shift supervisors are required to conduct monthly audit reviews of officers Digital Video Recorder/Body Worn Camera
- Number of COMPLAINTS of RACIAL PROFILING CY 2024 – “0”



# SZPD TCOLE 2024 RACIAL PROFILING REPORT

- Police officers made 4,775 traffic stops
  - 2023 – 3,863, 2022 – 5,965, 2021 – 4,836, 2020 – 6,845, and 2019 – 9,485
- In 98.07% of traffic stops, officers did not know the race of the driver prior to the stop

Race/Ethnicity	All T-Stops
Alaska/Native American/Indian	34 (0.71%)
Asian/Pacific Islander	115 (2.41%)
Black	917 (19.20%)
White	2,157 (45.17%)
Hispanic/Latino	1,552 (32.50%)

Race/Ethnicity	Citation
Alaska/Native American/Indian	6 (17.65%)
Asian/Pacific Islander	34 (29.57%)
Black	291 (31.73%)
White	632 (29.30%)
Hispanic/Latino	584 (37.63%)



# 2024 RACIAL PROFILING REPORT

Physical Force Used Resulting in Bodily Injury to Suspect and/or Officer During the Stop		
	YES	NO
Alaska/Native American/Indian	0	34
Asian/Pacific Islander	0	115
Black	0	916
White	0	2,157
Hispanic/Latino	1	1,549
TOTAL	1	4,774



- UOF application without injury 2Xs Black and 2Xs Hispanic
- UOF injury was officer related

# SEARCHES, CONTRABAND, & HIT RATES

Race/Ethnicity	All Traffic Stop Searches		All Searches with Contraband Hits		Hit Rates (Hits/Searches)
	N	%	N	%	
Alaska/Native American/Indian	1	0.46%	0	0.00%	0.00%
Asian/Pacific Islander	1	0.46%	1	0.72%	100.00%
Black	53	24.31%	39	28.06%	73.58%
White	101	46.33%	64	46.04%	63.36%
Hispanic/Latino	62	28.44%	35	25.18%	56.45%
TOTAL	218	100.00%	139	100%	



# SEARCHES, CONTRABAND, & ENFORCEMENT RATIO

Race/Ethnicity	All Traffic Stop Searches		Enforcement Actions after Search Hits		Enforcement Rates (Enforcement/Hits)	
	N	%	N	%		%
Alaska/Native American/Indian	0	0.00%	0	0.00%		Not Calculable
Asian/Pacific Islander	1	0.72%	0	0.00%		Not Calculable
Black	39	28.06%	10	33.33%		25.64%
White	64	46.04%	13	43.33%		20.31%
Hispanic/Latino	35	25.18%	7	23.33%		20.00%
TOTAL	139	100%	30	99.99%*		



-Contraband Types  
 Alcohol 18Xs, Drugs 94Xs, Other 36Xs, Stolen Property 5Xs, Weapons 1X  
 \*Rounding

# ROLE OF TRAFFIC ENFORCEMENT

- Crime Reduction
- Traffic Safety

## EFFECTIVE TRAFFIC ENFORCEMENT

- Relational Policing in Neighborhoods
- Real Time and Actionable Intelligence
- Data Driven Approaches to Crime and Traffic Safety (DDACTS)





# COMMENTS AND QUESTIONS

