MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
April 1, 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, APRIL 1, 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. (Mayor Pro-Tem Heyward)

Special Announcements

- Hal Baldwin Scholarship (R.Gutierrez)

Proclamations

National Library Week - April 6-12, 2025
(Councilmember Watson)

National Child Abuse Awareness and Prevention Month - April 2025
(Councilmember Macaluso)

Sexual Assault Awareness Month - April 2025
(Councilmember Guerrero)

National Crime Victim's Rights Week - April 6-12, 2025
(Councilmember Westbrook)

Employee Introductions

- Parks & Recreation: Athena Nolen, Civic Center Manager
- Public Works: Leroy Moody-Drainage Worker I; Beau Schultz-Water/Wastewater Worker I; Jason Trial-Water/Wastewater Worker I
- Utility Billing: Frank Gomez-Meter Technician; Courtney Pettis-Utility Billing Specialist; Dana Russell-Utility Billing Specialist

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 City Council Meeting on March 18, 2025 (S.Edmondson/S.Courney)

2. **Resolution 25-R-030** - Authorizing expenditures with Reliable Chevrolet and Grande Cavender Ford for the purchase of vehicles as part of the 2024-2025 Vehicle/Equipment Replacement/Acquisition Program (B.James/D.Hardin/C.Hernandez)

3. **Resolution 25-R-036** - Authorizing expenditures with Esri for GIS mapping software renewal (B.James/J.Bluebird/T.McFalls)

4. **Resolution 25-R-037 -** Authorizing a Multiple-Use Agreement with TxDOT for Installation of Automated License Plate Recognition (ALPR) cameras (S.Williams/J.Lowery/S.LaCour)

5. **Resolution 25-R-039** - Authorizing an agreement for custodial cleaning services with Vanguard Cleaning Systems (B.James/D.Hardin/C.Lonsberry)

6. **Resolution 25-R-041** – Authorizing a One-Year Agreement for Management Services with CVLGC (B.James/L.Busch)

7. **Resolution 25-R-043** - Amending Resolution 25-R-035 authorizing a task order amendment with Halff Associates, Inc. for the Lookout Road Reconstruction Project (B.James/K.Woodlee/J.Nowak)

8. **Resolution 25-R-044** - Authorizing a reimbursement agreement with the developer of the Heritage Oaks residential subdivision for the construction of a portion of Wiederstein Road (S.Williams/B.James)

9. **Resolution 25-R-040** - Authorizing a service agreement for Utility Billing printing and mailing services with Matrix Imaging Solutions, LLC (S.Gonzalez/J.Walters/R.Rosales)

Public Hearings

10. **Ordinance 25-S-012** – Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5, Section 21.5.4. - Zoning Change. (B.James/L.Wood/S.Haas)

11. **Ordinance 25-F-014** - Conduct a public hearing and consider approving a franchise agreement with Frontier Waste Solutions for the collection, hauling and disposal of municipal solid waste and recyclable materials in the City of Schertz, Texas (S.Williams/S.Gonzalez)

12. **Ordinance 25-M-018** - Conduct a public hearing and consider authorizing an amendment to the City of Schertz Schedule of Fees for Public Works-Streets and Garbage Collection Fees for Fiscal Year 2024-2025. (S.Gonzalez/J.Walters)

13. **Ordinance 25-H-015**: Conduct a public hearing and consider amendments to the Schertz Code of Ordinances, Chapter 34 – Health, Article III Solid Waste and Chapter 54 – Nuisances, Article V Section 54-22 Exterior property areas; nuisance upon premises and Section 54-28 Rubbish and garbage. (S.Gonzalez/S.Haas)

14. **Ordinance 25-F-017 -** Conduct a Public Hearing to Adopt Updated Land Use Assumptions, Water and Wastewater Capital Improvement Plans, and Impact Fees and Amending Schertz Code of Ordinances, Chapter 90 Utilities Article V Water and Wastewater Capital Recovery Fees, and the City Fee Schedule related to the City's Capital Recovery Impact Fees (B.James/K.Woodlee)

Discussion and Action Items

15. **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)

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

Information available in City Council Packets - NO DISCUSSION TO OCCUR

17. Monthly Update - Major Projects in Progress/CIP (B.James/K.Woodlee)

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
- City and Community Events attended and to be attended (Council)

Adjournment

CERTIFICATION

I, SHEREE COURNEY, DEPUTY 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 27TH DAY OF MARCH 2025 AT 5:30 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEREE COURNEY

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

Mayor Gutierrez Member Audit Committee Investment Advisory Committee Main Street Committee Liaison Board of Adjustments Senior Center Advisory Board-Alternate	**Councilmember Davis– Place 1** Member Interview Committee Main Street Committee - Chair TIRZ II Board Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board
Councilmember Watson-Place 2 Member Audit Committee Liaison Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government Corporation-Ex-Officio	**Councilmember Macaluso – Place 3** Member Interview Committee Hal Baldwin Scholarship Committee Liaison TIRZ II Board Animal Services Advisory Committee
Councilmember Guerrero – Place 4 Member Hal Baldwin Scholarship Committee Investment Advisory Committee Liaison Schertz Historical Preservation Society	**Councilmember Westbrook – Place 5** Liaison Schertz-Seguin Local Government Corporation (SSLGC) Planning and Zoning Commission Schertz Historical Preservation Society Cibolo Valley Local Government Corporation (CVLGC)-Alternate
Councilmember Heyward – Place 6 Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee Liaison Building and Standards Commission Economic Development Corporation - Alternate Senior Center Advisory Board	**Councilmember Brown – Place 7** Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC) Liaison Economic Development Corporation

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**City Secretary**
Subject:	**National Library Week - April 6-12, 2025 (Councilmember Watson)**

Attachments

National Library Week 2025

City of Schertz

Proclamation

National Library Week

April 6-April 12, 2025

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities; and

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and personal development; and

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive; and

WHEREAS, libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and

WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success; and

WHEREAS, libraries nurture young minds through story times, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning that lasts a lifetime; and

WHEREAS, libraries protect the right to read, think, and explore without censorship, standing as champions of intellectual freedom and free expression; and

WHEREAS, dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all; and

WHEREAS, Schertz Public Library was established 47 years ago by resident request; has 22 Staff Members and approximately 45 Volunteers who serve the City; and

WHEREAS, Schertz Public Library had more than 411,000 check-outs, 223,000 visits, and provided 747 programs to almost 20,000 attendees last year; and

WHEREAS, Schertz Public Library provides access to more than 300,000 items in multiple formats including physical items such as books, magazines, newspapers, DVDs, audiobooks, games, kits; and digital items such as eBooks, eAudiobooks, digital newspapers, streaming video and a number of online services and resources; and

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme **"Drawn to the Library"**.

NOW, THEREFORE, be it resolved that I, Ralph Gutierrez, Mayor of the City of Schertz, proclaim

April 6–12, 2025, as National Library Week.

During this week, I encourage all residents to visit their library, explore its resources, and celebrate all the ways that the library draws us together as a community.

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of the City of Schertz to be affixed on the 1st day of April 2025.

_____

Ralph Gutierrez, Mayor

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**City Secretary**
Subject:	**National Child Abuse Awareness and Prevention Month - April 2025 (Councilmember Macaluso)**

Attachments

National Child Abuse Awareness and Prevention

City of Schertz

Proclamation

Child Abuse Prevention & Awareness Month

In Schertz, Texas - April 2025

Whereas, more than 53,851 cases of child abuse and neglect were confirmed in Texas during 2024; and

Whereas, there were 253 confirmed victims of child abuse and neglect in Guadalupe County in 2024; and

Whereas, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

Whereas, communities must make every effort to promote and support programs that benefit children and their families; and

Whereas, effective child abuse prevention programs succeed because of partnerships among a variety of entities including but not limited to schools, religious organizations, law enforcement agencies, child protective services, prosecution agencies, medical professionals, mental health professionals, SJRC Texas-Belong, the Guadalupe County Child Welfare Board, Children's Advocacy Centers, Court Appointed Special Advocates, Bikers Against Child Abuse, and other community-based non-profit organizations; and

Whereas, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in safe, nurturing environments as well as supporting local professionals dedicated to meeting the needs of child abuse victims; and

Now Therefore, Be It Resolved, in official recognition, the City of Schertz hereby proclaims
April 2025 as Child Abuse Prevention & Awareness Month
in Schertz, Texas, and urge all citizens to work together to reduce child abuse and neglect and to significantly improve the response of our community when child abuse occurs in the months and years ahead.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the SEAL of the City of Schertz to be affixed this the 1st day of April 2025.

_____

Ralph Gutierrez, Mayor

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**City Secretary**
Subject:	**Sexual Assault Awareness Month - April 2025 (Councilmember Guerrero)**

Attachments

Sexual Assault Awareness Month April 2025

City of Schertz

Proclamation

National Sexual Assault Awareness and Prevention Month
April 2025

WHEREAS, every 68 seconds another person in the United States is sexually assaulted, and in Texas 2 in 5 women and 1 in 5 men are victims of sexual assault; AND in fiscal year 2024, Thriving Hearts Crisis Center rendered 850 services to 379 survivors of sexual violence and provided 94 hospital accompaniments for sexual assault exams;

WHEREAS, most victims are sexually assaulted by someone they know, and 91 percent of victims did not report to police;

WHEREAS, it is appropriate to salute the more than 20 Million victims who have survived sexual assault in the United States and the efforts of victims, volunteers, and professionals who combat sexual assault;

WHEREAS, national and community organizations and private sector supporters should be recognized and applauded for their work in promoting awareness about sexual assault;

WHEREAS, police, forensic workers, and prosecutors should be recognized and commended for their hard work and innovative strategies to increase the percentage of sexual assault cases that resolve in the prosecution and incarceration of the offenders;

WHEREAS, sexual violence is a persistent and pervasive problem in our society, one that requires attention year-round and in order to foster healthy communities, all citizens must support the effort to end sexual violence every month of the year; and,

WHEREAS, national and community organizations, businesses in the private sector, and the media are urged, through *National Sexual Assault Awareness* of sexual violence and strategies to decrease the incidence of sexual assault.

NOW, THEREFORE, I, Ralph Gutierrez, Mayor of the City of Schertz, do hereby proclaim
April 2025 as "*National Sexual Assault Awareness and Prevention Month*"
in Schertz and urge all citizens to observe this month by supporting the goals and ideas of victims and those working toward awareness and prevention, and by participating in community efforts.

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of the City of Schertz to be affixed on this the 1st of March 2025.

_____
Ralph Gutierrez, Mayor

Agenda No.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**City Secretary**
Subject:	**National Crime Victim's Rights Week - April 6-12, 2025 (Councilmember Westbrook)**

Attachments

National Crime Victim's Rights Week April 6-12, 2025

City of Schertz

Proclamation

National Crime Victims' Rights Week

In Schertz, Texas - April 6-12, 2025

Whereas, millions of Americans are victims of crime each year, and these crimes also affect family members, friends, neighbors, and co-workers; and

Whereas, crime can leave a lasting physical, emotional, or financial impact on people of all ages and abilities, and of all economic, racial, and social backgrounds; and

Whereas, in 1984, the Crime Victims Fund was established by the Victims of Crime Act (VOCA) to provide a permanent source of support for crime victim services and compensation through fines and penalties paid by convicted federal offenders; and

Whereas, the Crime Victims Fund today supports thousands of victim assistance programs who provide help and support to child victims of violence and sexual abuse; stalking victims; survivors of homicide victims; victims of drunk-driving crashes; and victims of domestic, dating, and sexual violence and other crimes; and

Whereas, by ensuring that federal offender criminal fines and penalties are deposited into the Crime Victims Fund, Congress affirmed that those who commit crimes should be held accountable for the impact of their actions; and

Whereas, the Crime Victims Fund provides victim assistance to millions of crime victims annually and also provides compensation funds to thousands of crime victims each year for reimbursement of expenses related to their victimization; and

Whereas, the victim assistance community faces new challenges to reach and serve all victims, including victims of newly recognized crimes; and

Whereas, now is the time to embrace a new emphasis on learning what works in reaching underserved victims and meeting victims' needs; and

Whereas, National Crime Victims' Rights Week, provides an opportunity to celebrate the energy, creativity, and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims; and

Whereas, Advocates are joining forces with victim service providers, criminal justice agencies, and concerned citizens throughout The City of Schertz and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week.

Now Therefore, Be It Resolved, in official recognition, the City of Schertz hereby proclaims

the week of April 6-12, 2025 as National Crime Victims' Rights Week

in Schertz, Texas, and reaffirms the City's commitment to respect and enforce victims' rights and address victims' needs during National Crime Victims' Rights Week and throughout the year; and express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the SEAL of the City of Schertz to be affixed this the 1st day of April 2025.

_____

Ralph Gutierrez, Mayor

Agenda No. 1.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**City Secretary**
Subject:	**Minutes - Approval of the minutes from the City Council Meeting on March 18, 2025 (S.Edmondson/S.Courney)**

BACKGROUND

The City Council held a Regular City Council meeting on March 18, 2025.

Attachments

Draft Minutes 03-18-2025

D R A F T

MINUTES
REGULAR MEETING
March 18, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on March 18, 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; Councilmember Mark Davis; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Tim Brown
Absent:	Mayor Pro-Tem Allison Heyward; Councilmember Michelle Watson
Staff present:	City Manager Steve Williams; City Attorney Daniel Santee; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; 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 Westbrook)
Councilmember Robert Westbrook provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and State of Texas.

Special Announcements

- Hal Baldwin Scholarship (R.Gutierrez)
  Mayor Gutierrez instructed students applying for the Hal Baldwin Scholarship to sign in or, if attending virtually, to contact Assistant City Manager Sarah Gonzalez for credit.

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)
  Mr. Williams announced Sydney Garcia, EMS, had been promoted to Paramedic. Mr. Williams also announced that the Schertz Economic Development Corporation received an Economic Excellence Recognition Award for 2024 from the Texas Economic Development Council.

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

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.

Mayor Gutierrez recognized the following residents:

Steven Stark, 3900 Arroyo Seco, spoke on behalf of the Arroyo Verde HOA who are opposed to the current proposed location for the water line that is listed in the CIP. Homeowners unanimously request the water line be placed on the other side of the drainage ditch.

Maggie Titterington, 1730 Schertz Parkway, thanked Councilmember Westbrook for hosting the Women Leaders Lunch honoring women in business and city government. She recognized and thanked Deputy City Manager Brian James and his office, specifically Tammy Lawrence, for help provided a Chamber member who was experiencing issues with a contractor. Ms. Titterington announced upcoming events sponsored by The Chamber.

Carmel Terrell, 12715 Sherlock Lane, announced she was there to observe the meeting as part of The Chamber's Leadership CORE class.

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 March 4, 2025 (S.Edmondson/S.Courney)

2. Appointments, Re-appointments, and Resignations - City of Schertz Boards, Commissions and Committees

Appointments

- Buildings and Standards
  Alex Fuentes, Board Member
  Steven Icke, Board Member
  Edward Paquette, Alternate #1
  David Hughes, Alternate #2

- Economic Development Corporation
  Bryan Jones, Director

- Library
  Marjorie Brody, Alternate #2

- Parks and Recreation
  Dr. Sharon Denson, Alternate #2

- Planning and Zoning Commission
  David Hughes, Alternate #2

- Traffic and Safety Advisory Board
  Christopher Hormel, Board Member
  Donald Nolan, Board Member
  Melanie McCoy, Alternate #1

Reappointments

- Schertz Historical Preservation Society
  Maggie Titterington, Board Member

- Traffic and Safety Advisory Board
  Ferrando Heyward, Board Member
  Roy Ragsdale, Board Member

Resignations

- Traffic and Safety Advisory Board
  Charles Cornelisse, Board Member
  Will Martinez, Board Member

3. Resolution 25-R-035 - Authorizing a professional services agreement amendment with Halff Associates, Inc., for the Lookout Road Reconstruction Project. (B.James/K.Woodlee/J.Nowak)

4. **Resolution 25-R-026 – Authorizing an agreement with Freeland Turk Engineering Group, LLC, for design, bid, and construction phase engineering services for the Bell North Drive Sewer Extension Project. (B.James/K.Woodlee/E.Schulze)**

Mayor Gutierrez asked if any items needed to be removed for separate action.
No items were removed.
Mayor Gutierrez asked for a motion to approve Consent Agenda Items #1 - 4.

Moved by Councilmember Mark Davis, seconded by Councilmember Robert Westbrook

AYE: Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Ben Guerrero, Councilmember Robert Westbrook, Councilmember Tim Brown

Other: Mayor Pro-Tem Allison Heyward (ABSENT), Councilmember Michelle Watson (ABSENT)

Passed

Discussion and Action Items

5. **Resolution 25-R-034** - Accepting the Audit Report and the Annual Comprehensive Financial Report. (S.Gonzalez/J.Walters)

Mayor Gutierrez recognized Finance Director James Walters, who introduced Resolution 25-R-034 accepting the Annual Comprehensive Financial Report for Fiscal Year 2023-2024. Mr. James explained the ACFR is the culmination of the City's financial performance. He introduced Mr. Travis Rogers, from the City's auditing firm, Pattillo, Brown & Hill. Mr. Rogers explained the auditor's responsibilities and provided highlights from the audit.

Mayor Gutierrez thanked Mr. Rogers for the information and opened the floor to Council for discussion.
No Council discussion occurred.
Mayor Gutierrez asked for a motion to approve Resolution 25-R-034.

Moved by Councilmember Tim Brown, seconded by Councilmember Robert Westbrook

AYE: Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Ben Guerrero, Councilmember Robert Westbrook, Councilmember Tim Brown

Other: Mayor Pro-Tem Allison Heyward (ABSENT), Councilmember Michelle Watson (ABSENT)

Passed

6. **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)

Item 6 - Resolution 25-R-021 was tabled until April 1, 2025.

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

Item 7 - Resolution 25-R-005 was tabled until April 1, 2025.

Public Hearings

8. Public Hearing for presentation and discussion regarding Amendments to the City of Schertz Water and Wastewater Land Use Assumptions, Capital Improvement Plans, and Impact Fees. (B.James/K.Woodlee)

Mayor Gutierrez recognized City Engineer Kathy Woodlee. Ms. Woodlee addressed the concerns raised by Mr. Stark during the Hearing of Residents stating that the water line as drawn on the plan is an approximation, not actual location. Ms. Woodlee then introduced Mr. Lee Hamm, PE, who presented the information regarding the amendments to the City of Schertz Water and Wastewater Land Use Assumptions, Capital Improvement Plans, and Impact Fees.

Following Mr. Hamm's presentation, Ms. Woodlee explained options for adopting and implementing any impact fee increase. The Capital Improvement Advisory Commission (CIAC) indicated the need for a grace period, but did not provide a timeline for one. Staff is recommending July 1, 2025. CIAC recommended the phase in of the rate over a 3-year period. Ms. Woodlee stated no action would be taken until April 1, 2025, and that action would be contingent upon Council direction received at this meeting.

Mayor Gutierrez explained this item was on the agenda as a public hearing.

Public Hearing opened at 6:41 p.m.
No residents came forward to speak.
Public Hearing closed at 6:42 p.m.

Mayor Gutierrez opened the floor to Council for discussion. After much discussion, Council did not come to a consensus regarding the time period, therefore it was recommended Staff present both options discussed for the phase in of fees to the next City Council meeting.

Workshop

9. Workshop regarding Temporary Sign Enforcement specifically in relation to Inflatable / Balloon Signs and Feather Flags (B.James/L.Wood/E.Delgado)

Mayor Gutierrez recognized Planning Manager Emily Delgado who provided background information regarding the UDC language related to inflatable (balloon) signs and feather flags (wind sign). At the February 18, 2025, meeting, Council provided guidance on the language regarding these signs to incorporate into the full Article 11 UDC rewrite. While the rewrite is underway, staff are seeking guidance on enforcement related to the upcoming changes related to the inflatable and feather flag signs. Ms. Delgado presented three options.

Mayor Gutierrez opened the floor to Council for discussion. Council consensus was reached and staff provided the following guidance: staff can keep enforcing feather flags and balloon signs in the same fashion as prior to the direction given by Council at the February 18, 2025, meeting. This would include requiring a permit for all temporary signs and not allowing balloon signs and feather flags in accordance with UDC Section 21.11.6.

Closed Session

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

- Project:E-99

Mayor Gutierrez recessed to Closed Session at 7:19 p.m.

Reconvene into Regular Session

Mayor Gutierrez reconvened Regular Session at 7:52 p.m.

11. Take any action based on discussion held in Closed Session under Agenda Item #10.

Mayor Gutierrez stated the discussion for Closed Session Agenda Item #10 started at 7:25 p.m. and ended at 7:51 p.m.

Mayor Gutierrez read Resolution 25-R-032 into the record and asked for a motion to

approve.

Moved by Councilmember Paul Macaluso, seconded by Councilmember Ben Guerrero

AYE: Councilmember Mark Davis, Councilmember Paul Macaluso, Councilmember Ben Guerrero, Councilmember Robert Westbrook, Councilmember Tim Brown

Other: Mayor Pro-Tem Allison Heyward (ABSENT), Councilmember Michelle Watson (ABSENT)

Passed

Information available in City Council Packets - NO DISCUSSION TO OCCUR

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
  No requests from 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
  Councilmember Westbrook requested introductions of new board members that were appointed be made to acquaint Council with the volunteers.

- City and Community Events attended and to be attended (Council)
  Councilmember Macaluso participated in the Clean the Creek event.
  Councilmember Guerrero attended the BVYA opening weekend.
  Councilmember Westbrook attended the Chamber luncheon and SCUCISD Community Advisory Committee (CAC).
  Councilmember Brown attended the Chamber luncheon.

Adjournment
Mayor Gutierrez adjourned the meeting at 7:56 p.m.

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Agenda No. 2.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Facility & Fleet**
Subject:	**Resolution 25-R-030 - Authorizing expenditures with Reliable Chevrolet and Grande Cavender Ford for the purchase of vehicles as part of the 2024-2025 Vehicle/Equipment Replacement/Acquisition Program (B.James/D.Hardin/C.Hernandez)**

BACKGROUND

Council approved Resolution 24-R-101 on October 15, 2024, authorizing the purchase of multiple vehicles from multiple vendors as part of the FY 24-25 Vehicle/Equipment Replacement/Acquisition Program. Due to the delay in production of engine parts for two of the vehicles that had been approved as part of Resolution 24-R-101, the Fleet Department is requesting approval to purchase two vehicles from different vendors. Fleet Staff have located the two vehicles at local dealerships, Reliable Chevrolet and Grande Cavender Ford.

The vehicle for EMS will be purchased from Grande Cavender Ford. Since the purchase price is less than $50,000, multiple written quotes were obtained and Grande provided availability at the lowest price. The vehicle for Public Works (Water Division) will be purchased from Reliable Chevrolet, a TIPS USA cooperative vendor, therefore all competitive procurement requirements have been met.

GOAL

To authorize the City Manager to approve the purchase of the two vehicles needed for EMS and Public Works Water Department from Reliable Chevrolet and Grande Cavender Ford.

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

Approval of this resolution to authorize the purchase of the two vehicles from the vendors listed in the resolution.

FISCAL IMPACT

The purchase of the vehicles will be funded through the City's Water/Wastewater and Emergency Services fund, from the vendors listed in Exhibit A. The total fiscal impact of this purchase will be $117,900.00. These funds were approved in the FY 2024-2025 budget. The cost to purchase the EMS vehicle from Grande Cavender Ford is $3,600 less than it would have been as previously approved. The cost of purchasing the Public Works vehicle from Reliable Chevrolet is $5,000 more than it would have been previously. So while the overall cost is $1,400 more, the lack of certainty on when the original vendors will be able to deliver the vehicles has prompted this change.

RECOMMENDATION

Approval of Resolution 25-R-030

Attachments

Resolution 25-R-030

Exhibit A EMS/Public Works Water Dept.

RESOLUTION NO. 25-R-030

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE EXPENDITURES ASSOCIATED WITH THE FY 24-25 VEHICLE/EQUIPMENT REPLACEMENT/ACQUISITION PROGRAM AND OTHER MATTERS IN CONNECTION THEREWITH.

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

WHEREAS, the Schertz Fleet Department has done due diligence in researching what equipment best fits the needs of the departments, to obtain the best pricing/availability, and to provide the best quality of equipment; and

WHEREAS, the City of Schertz has chosen various Group Purchasing Cooperative Vendors, for the purchase the vehicles; and

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

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the City Manager to issue Purchase Orders to the awarded vendors.

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

Section 1.The City Council hereby authorizes expenditures of up to: $44,900.00 with Cavender Grande Ford and $73,000.00 with Reliable Chevrolet.

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 25-R-030

Grande Cavender Ford

Year	Description	Vehicle Cost	Outfitting Cost	Department	Co-op	Estimated Delivery Date
2025	Ford Explorer Police Interceptor White	$44,900.00	$0.00	EMS	N/A	4/1/2025
Total Expenditures		$44,900.00				

Reliable Chevrolet

Year	Description	Vehicle Cost	Outfitting Cost	Department	Co-op	Estimated Delivery Date
2025	Chevrolet 3500 Crew Cab Truck White	$67,446.00	$5,554.00	Public Works/Water SCADA	TIPS USA	4/1/2025
Total Expenditures		$73,000.00				

Agenda No. 3.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Geographic Information Systems**
Subject:	**Resolution 25-R-036 - Authorizing expenditures with Esri for GIS mapping software renewal (B.James/J.Bluebird/T.McFalls)**

BACKGROUND

Environmental Systems Research Institute, Inc. (Esri) is a global provider of geographic information system (GIS) software for both public and private organizations. Since its establishment in 2007, the GIS department has relied on ESRI software for its operations. In 2013, the department began acquiring the software through a three-year Small Municipal and County Government Enterprise Agreement (SGEA), with one-third of the total cost paid each year of the agreement.

GOAL

The GIS Department aims to renew the SGEA Program with Esri for an additional three years, ensuring uninterrupted GIS services for the City.

COMMUNITY BENEFIT

The SGEA Program offers several benefits, including a fixed price for the duration of the agreement, lower unit costs for licensed software, and the flexibility to deploy products as needed without making additional purchases. This program also helps to reduce administrative and procurement expenses. An enterprise package includes additional features that would be more expensive if purchased separately.

SUMMARY OF RECOMMENDED ACTION

Extending the SGEA Program for an additional three years will allow the department to enhance Geographic Information System (GIS) technology across various operational and technical areas within the organization.

FISCAL IMPACT

The cost of a three-year SGEA is $42,200 per year, totaling $126,600 for the entire three-year term. Each payment is due on the effective date of that year. The contract may be terminated before the start of any subsequent year if funding is not secured. Funding for this software is included in the budget.

RECOMMENDATION

Staff recommends approval of Resolution 25-R-036.

Attachments

Resolution 25-R-036 with attachments

RESOLUTION 25-R-036

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A RENEWAL OF A SOFTWARE MAINTENANCE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR GIS SOFTWARE AND OTHER MATTERS IN CONNECTION THEREWITH..

WHEREAS, the City of Schertz (the "City") previously entered into a software maintenance agreement with Environmental Systems Research Institute, Inc. (ESRI) for GIS mapping software in 2022, the City desires to renew the maintenance agreement for another three-year term; and

WHEREAS, the cost of a three-year Small Municipal and County Government Enterprise Agreement (SGEA) is $42,200 per year, or $126,600 for three years; and

WHEREAS, renewing the agreement benefits the City by providing lower costs for licensed software, reducing administrative expenses, and improving departmental efficiency through professional software support; and

WHEREAS, the City will fund the renewal of the ESRI SGEA through the approved 2024-2025 annual information technology 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 City Manager to execute and deliver the Agreement in substantially the form set forth in Exhibit A.

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

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

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

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

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

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

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

GIS Mapping Software Renewal

January 8, 2025

Antonio McFalls
City of Schertz
1400 Schertz Pkwy Bldg 1
Schertz, TX 78154-1673

Dear Antonio,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Christopher Walters

Quotation # Q-538935

Date: January 8, 2025

Customer # 279580 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

City of Schertz
GIS Dept
1400 Schertz Pkwy Bldg 1
Schertz, TX 78154-1673

ATTENTION: Antonio McFalls
PHONE: (210) 619-1184
EMAIL: amcfalls@schertz.com

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/8/2025 To: 4/8/2025

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$126,600.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$126,600.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Christopher Walters	cwalters@esri.com	909-369-4449 x4449

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WALTERSC **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Online User Types** ArcGIS Online Viewer User Types

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	10	ArcGIS Enterprise Contributor User Type	10
ArcGIS Online Mobile Worker User Type	35	ArcGIS Enterprise Mobile Worker User Type	35
ArcGIS Online Creator User Type	35	ArcGIS Enterprise Creator User Type	35
ArcGIS Online Professional User Type	10	ArcGIS Enterprise Professional User Type	10
ArcGIS Online Professional Plus User Type	10	ArcGIS Enterprise Professional Plus User Type	10
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	10 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	10 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps**	
ArcGIS Location Sharing for ArcGIS Online	10	ArcGIS Location Sharing for ArcGIS Enterprise	10
ArcGIS Online Service Credits	25,000		

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Distributor	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Schertz
(Customer)

By: _____
Authorized Signature

Printed Name: Steve Williams

Title: City Manager

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Antonio McFalls

Address: 1400 Schertz Pkwy

City, State, Postal Code: Schertz, TX 78154

Country: USA

Quotation Number (if applicable): Q-538935

Telephone: (210) 619-1184

Fax: _____

E-mail: amcfalls@schertz.com

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Agenda No. 4.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Police Department**
Subject:	**Resolution 25-R-037 - Authorizing a Multiple-Use Agreement with TxDOT for Installation of Automated License Plate Recognition (ALPR) cameras (S.Williams/J.Lowery/S.LaCour)**

BACKGROUND

City Council approved Resolution 24-R-107 (See Attached) on 3 September 2024, to accept a grant award from the Motor Vehicle Crime Prevention Authority to mitigate motor vehicle burglaries and catalytic converter thefts. We are moving forward with the installation of ALPR cameras (Automated License Plate Recognition) and TxDOT requires a Multiple Use Agreement (MUA) between the City of Schertz and the Texas Department of Transportation, allowing the installation and operation of ALPR cameras on the TxDOT right-of-ways.

GOAL

Approve Resolution 25-R-037 authorizing the city manager to enter into an MUA with TxDOT to install ALPR cameras on TxDOT right-of-ways.

COMMUNITY BENEFIT

The addition of Automatic License Plate Recognition (ALPR) Cameras will increase public safety and aid the Police Department in crime prevention efforts and strategies that will address burglaries, auto theft, catalytic converter thefts and other matters in connection therewith.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Resolution 25-R-037.

RECOMMENDATION

Approve Resolution 25-R-037.

Attachments

Resolution 24-R-107 Fully Executed

Resolution 25-R-037 with Attachments

RESOLUTION NO. 24-R-107

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS ACCEPTING A GRANT AWARD FROM THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY TO MITIGATE MOTOR-VEHILCE BURGLARIES, CATALYTIC CONVERTER THEFTS, AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle burglary, theft, and other matters in connection therewith; and

WHEREAS, this grant is a maximum 20% cost share for the grantee (City of Schertz); and

WHEREAS, the Grantee desires to accept the FY25 grant award and use all funds for purposes in compliance with the grant program requirement; and

WHEREAS, City staff hereby recommends that the City Council approve the recommendation to accept this matching grant from the Motor Vehicle Crime Prevention Authority to install License Plate Reader cameras and associated hardware and software within the City limits of Schertz.

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

Section 1. The City Council hereby accepts the grant from the Motor Vehicle Crime Prevention Authority and designates the City Manager as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant (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 3rd day of September, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

(Catalytic Converter Grant Program 2025 – Grant Number 224-25-0940200)

FY25 SB224 Catalytic Converter Grant
Motor Vehicle Crime Prevention Authority
Statement of Grant Award and Grantee Acceptance Notice

Grant Number:	**224-25-0940200**
Grantee:	**City of Schertz**
Program Title:	**License Plate Reader Program**
Grant Award Amount:	**$77,342**
Total Cash Match Amount:	**$15,468**
In-Kind Match Amount:	**$0**
Reimbursement Percent*:	**83.33%**
Grant Term:	**September 1, 2024 to August 31, 2025**

Grant Budget Summary: City of Schertz (App ID: 326)

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel				
Fringe				
Overtime				
Professional and Contract Services				
Travel				
Equipment				
Supplies and Direct Operating Expenses (DOE)	$77,342	$15,468	$92,810	
Total	$77,342	$15,468	$92,810	

*Reimbursement Percent: 83.33% - $77,342 MVCPA amount / ($77,342 – MVCPA amount + $15,468 cash match)

That whereas, **City of Schertz** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on May 13, 2024 to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **City of Schertz - License Plate Reader Program** and further identified by grant number **224-25-0940200**and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY25 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/15/2024** and

Whereas, the Grantee desires to accept the FY25 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;

- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on May 13, 2024;
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY25 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):

__X__ **Non-Supplanting -** The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

__X__ **Intelligence Sharing -** The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

APPROVED AND ACCEPTED BY:

Authorized Official

Steve Williams
City Manager
Schertz, Texas

Printed Name and Title

9/4/24

Date Signed

RESOLUTION NO. 25-R-037

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER IN A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN TEXAS DEPARTMENT OF TRANSPORTAION RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Schertz has determined the addition of Automatic License Plate Recognition (ALPR) Cameras will increase public safety and aid the Police Department in crime prevention efforts and strategies; the Police Department seeks to purchase ALPR parts and services from Flock Safety; and functions and services; and

WHEREAS, the City Council desires to engage with the Texas Department of Transportation (TxDOT) and asks that Flock Safety be allowed to place ALPR Cameras in TxDOT right-of- way on behalf of the City of Schertz; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to sign Multiple-Use-Agreement with TxDOT.

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

Section 1. The City Council hereby authorizes the City Manager to enter into a Multiple-Use-Agreement with TxDOT for the installation and operation of ALPR Cameras in TxDOT right-of-way.

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

(Multiple Use Agreement with TxDOT, Installation of ALPR's)

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Schertz - Police Department, hereinafter called City of Schertz, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 1st day of April, 20 25, the governing body for the City of Schertz entered into Resolution/Ordinance No. Resolution 25-R-037 hereinafter identified by reference, authorizing the City of Schertz 's participation in this agreement with the State; and

WHEREAS, the City of Schertz has requested the State to permit the construction, maintenance and operation of a public Automated License Plate Readers (ALPR) on the highway right of way, (ROADWAY See Attached CONTROL SECTION NO. N/A). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of Schertz will enter into agreements with the State for the purpose of determining the respective responsibilities of the City of Schertz and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

City of Schertz will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the City of Schertz shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City of Schertz and found not to comply with ADA or TAS shall be corrected at the entire expense of the City of Schertz

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for $1^1/_2$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City of Schertz. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City of Schertz has failed to comply with these responsibilities, it will perform the necessary work and charge City of Schertz the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City of Schertz shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Schertz shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City of Schertz for the use of the facility under this agreement, the City of Schertz will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City of Schertz must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the City of Schertz 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and City of Schertz shall be responsible for the facility's timely removal at no cost to the State. If the State determines that City of Schertz has failed to timely remove the facility, it will perform the necessary work and charge City of Schertz the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The City of Schertz shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City of Schertz shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE City of Schertz WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2025, THE CITY OF SCHERTZ (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of Schertz. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Schertz shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City of Schertz, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. City of Schertz shall include TxDOT as an additional insured by endorsement in City of Schertz's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Schertz's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City of Schertz shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City of Schertz, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City of Schertz shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City of Schertz must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City of Schertz if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

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

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	**(Name of other party)** (Mailing Address)
Texas Department of Transportation Maintenance Division 125 East 11th Street Austin, Texas 78701-2483	City of Schertz Police Department 1400 Schertz Parkway Bldg. 6 Schertz, Texas 78154

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the _____ on the 1st day of April, 20 25, and the State on the _____ day of _____, 20 25.

City of Schertz
(Name of other party)

By: _____
Signature

Steve Williams
Printed Name

City Manger
Title

Schertz Police Department
Agency

210-619-1200
Contact Office and Telephone No.

STATE OF TEXAS

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

By: _____
Director, Maintenance Division

_____
Printed Name

_____
Date

APPROVAL RECOMMENDED:

_____
District Engineer

_____
Printed Name

_____
Date

EXHIBIT A

(General Layout)

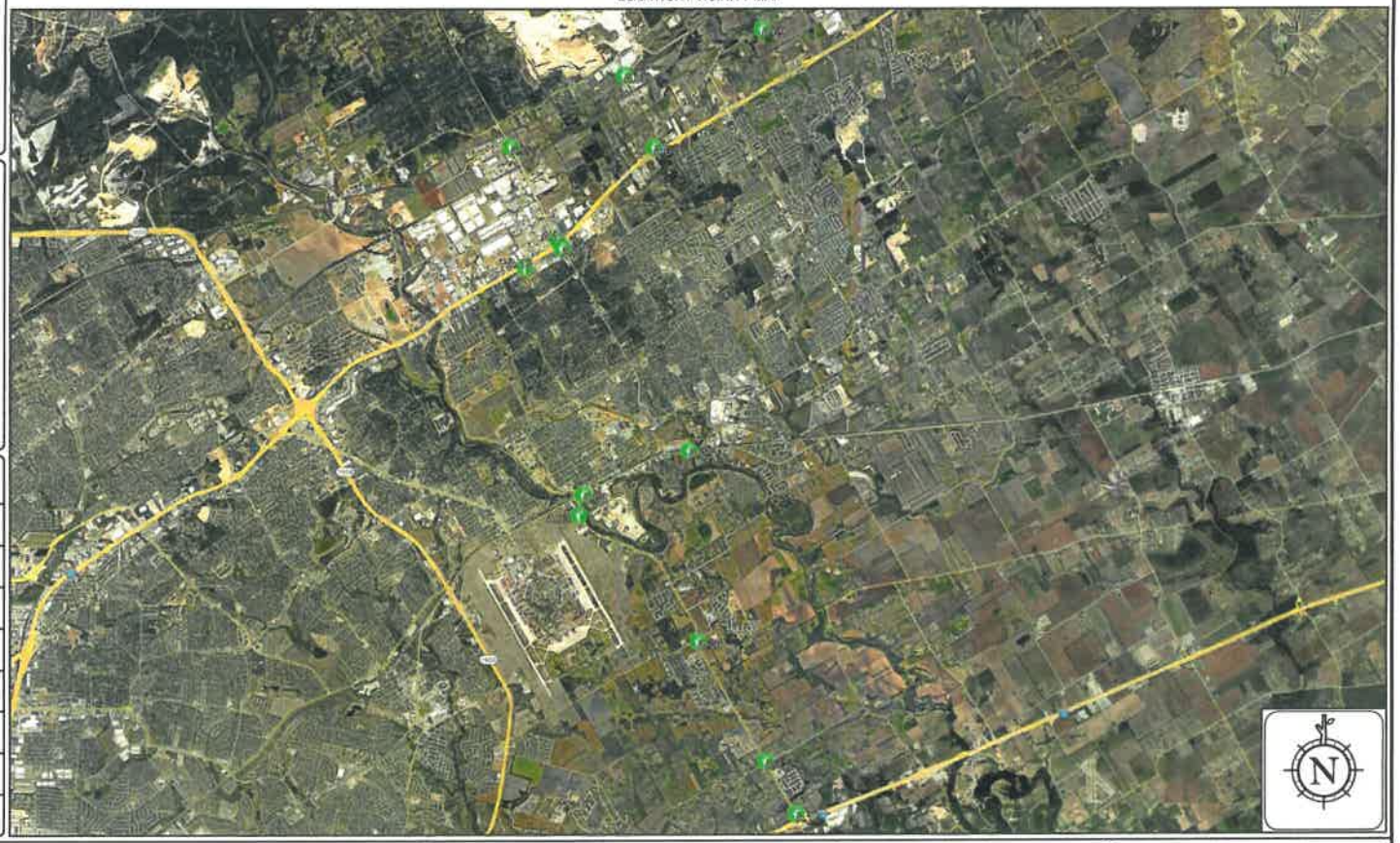
STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

SUBMITTED BY SCHERTZ POLICE DEPARTMENT

AUTOMATIC LICENSE PLATE READING (ALPR) CAMERA PERMIT

flock safety

LOCATION / VICINITY MAP



CONTACT LIST

PERMITTING

ALYSSA BOLICK
ALYSSA.BOLICK@FLOCKSAFETY.COM

PROJECT MANAGER

CHARMISSHA HAMLIN
CHARMISSHA.HAMLIN@FLOCKSAFETY.COM

SEE APPROVED PERMIT FOR LISTED INSPECTOR

DRAWING INDEX

T.01	COVER SHEET & LOCATION MAPS
GN.01	LOCATION INFORMATION
A.01 - A.13	SITE PLAN
SPEC.01 - SPEC.03	EQUIPMENT & FOUNDATION DETAILS
TCP.01 - TCP.05	TRAFFIC CONTROL DETAILS

811
SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS.

PLANS PREPARED BY:

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

COVER SHEET & LOCATION MAPS

SHEET:	REV:
T.01	0

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EXHIBIT B

(Metes and Bounds Description)

CAMERA LOCATION INFORMATION

Sheet	Name	Latitude	Longitude	Address	Device Type	Pole Type	External Battery
A.01	F#001 Roy Richard Dr @I-35 - SB	29.59904797	-98.27637545	4992 Roy Richard Dr, Schertz, TX78154, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.02	F#002 FM3009 @Bell North Dr - SB	29.61870666	-98.2878467	7525 FM 3009, Schertz, TX78154-3210, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.03	F#004 FM 1518 @Aztec Ln SB	29.54740464	-98.27255502	11970 E FM 1518 N, Schertz, TX78108-3322, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.04	F#005 FM 78 @1st St - EB	29.55138953	-98.27158656	100 Pecan St, Schertz, TX78154, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.05	F#006 FM78 @Shady Creek Ln - WB	29.55980644	-98.248175	1384 Pecan St, Schertz, TX78154-2463, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.06	F#007 FM 1518 @Lower Seguin Rd SB	29.52324109	-98.24619778	9625 E FM 1518 N, Schertz, TX78154, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.07	F#009 FM2252 @I-35 Frontage- NB	29.61850052	-98.25612673	19085 N Interstate 35, New Braunfels, TX78132, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.08	F#010 FM2252 @Old Nacohdoches - SB	29.6324115	-98.26279178	20901 FM 2252, Hunter, TX78154, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.09	F#011 FM482 @Jesses Cir - WB	29.64113011	-98.23232415	6952 FM 482, New Braunfels, TX78132-4829, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.10	F#012 FM 1518 @I-10 Frontage Rd NB	29.48949581	-98.22438363	13183 Interstate 10 E, Schertz, TX78154, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.11	F#013 FM 3009 @I35 N NB	29.60071323	-98.27734049	17501 FM 3009, Schertz, TX78154, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.12	F#014 FM 1518 @Trainer Hale Rd NB	29.49982473	-98.23124875	9150 Trainer Hale Rd, Schertz, TX78154-6061, United States	Falcon	X2 Redi Torque - Soil Plate	N/A
A.13	F#015 I35 N @Irola Dr NB	29.59542417	-98.28459548	17148 Interstate 35 N, Schertz, TX78154-1233, United States	Falcon	X2 Redi Torque - Soil Plate	N/A

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PLANS PREPARED BY:

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

REV	DATE	BY	DESCRIPTION
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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

LOCATION INFORMATION	
SHEET:	REV:
GN.01	0

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EXHIBIT C

(Approved Construction Plans)

SITE PLAN

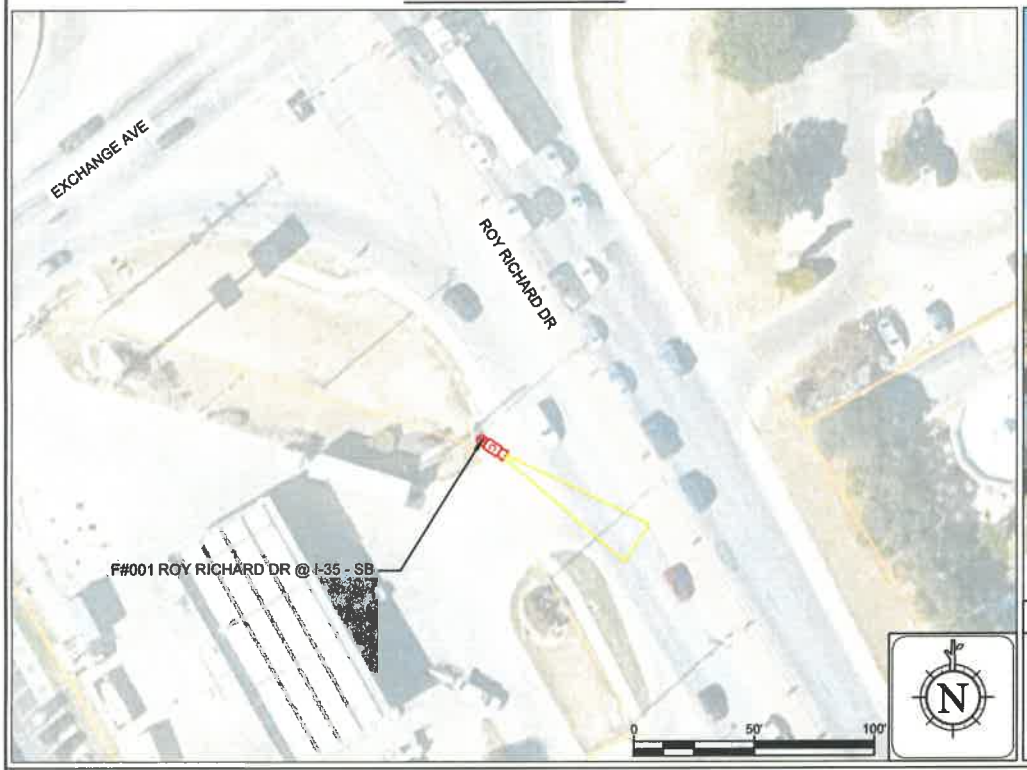
PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

LOCATION NAME:F#001 ROY RICHARD DR @ I-35 - SB

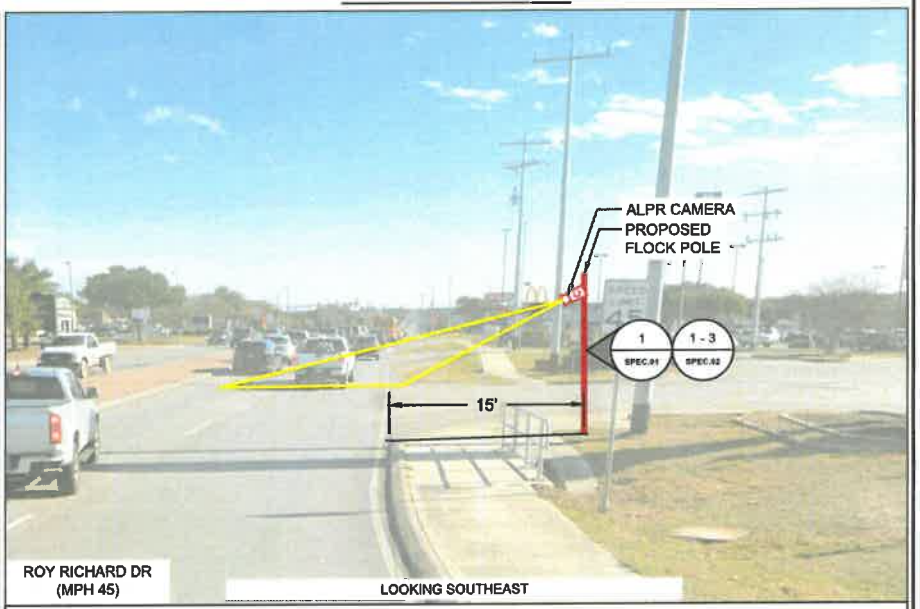
SITE ADDRESS: 4992 ROY RICHARD DR, SCHERTZ, TX 78154, UNITED STATES

LAT/LONG: 29.599048,-98.276375

AERIAL VIEW



STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.02

LOCATION NOTES:

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PLANS PREPARED BY:

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TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SITE PLAN	
SHEET:	REV:
A.01	0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

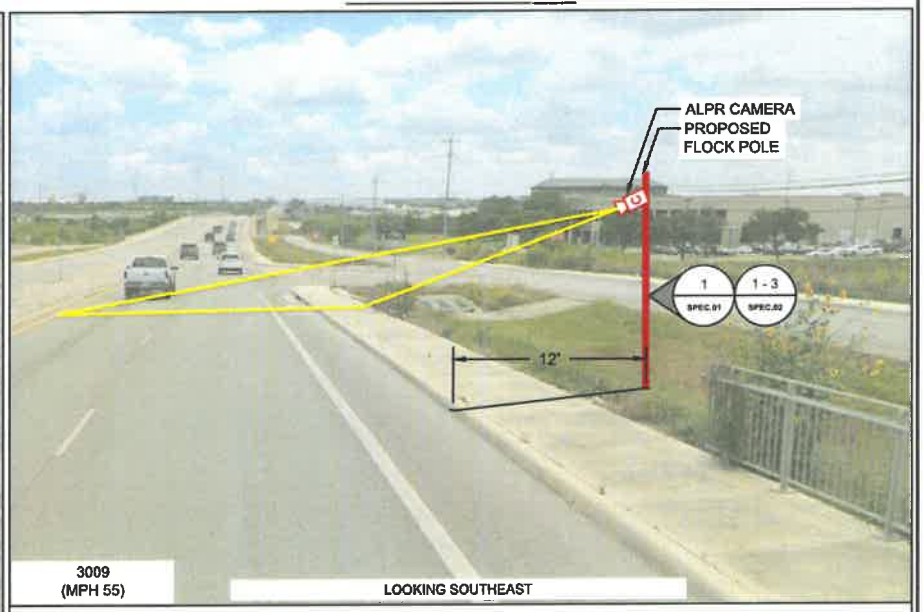
LOCATION NAME:F#002 FM3009 @ BELL NORTH DR - SB

SITE ADDRESS: 7525 FM 3009, SCHERTZ, TX 78154-3210, UNITED STATES

LAT/LONG: 29.618707,-98.287847

AERIAL VIEW

STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.02

LOCATION NOTES:

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TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

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SITE PLAN	
SHEET: A.02	REV: 0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

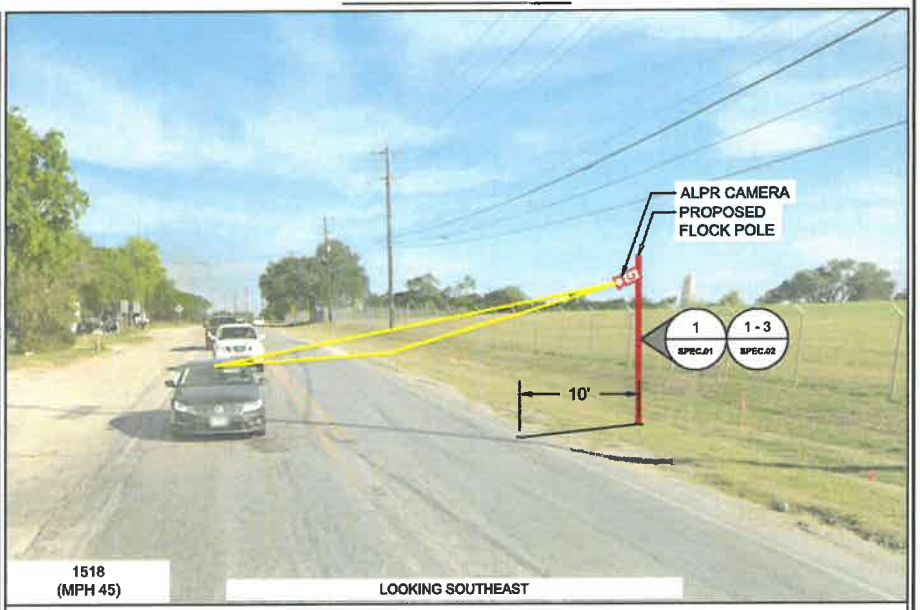
LOCATION NAME:F#004 FM 1518 @ AZTEC LN SB

SITE ADDRESS: 11970 E FM 1518 N, SCHERTZ, TX 78108-3322, UNITED STATES

LAT/LONG: 29.547405,-98.272555

AERIAL VIEW

STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.03

LOCATION NOTES:

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TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

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EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

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SITE PLAN	
SHEET: A.03	REV: 0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

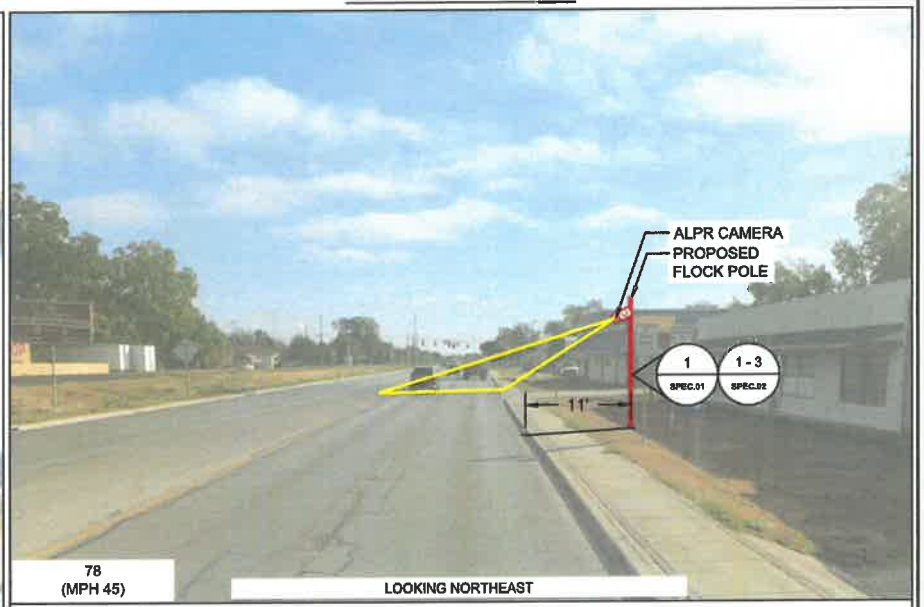
LOCATION NAME:F#005 FM 78 @ 1ST ST - EB

SITE ADDRESS: 100 PECAN ST, SCHERTZ, TX 78154, UNITED STATES

LAT/LONG: 29.551390,-98.271587

AERIAL VIEW

STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.04

LOCATION NOTES:

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PLANS PREPARED BY:

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ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

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EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SITE PLAN	
SHEET:	REV:
A.04	0

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SITE PLAN

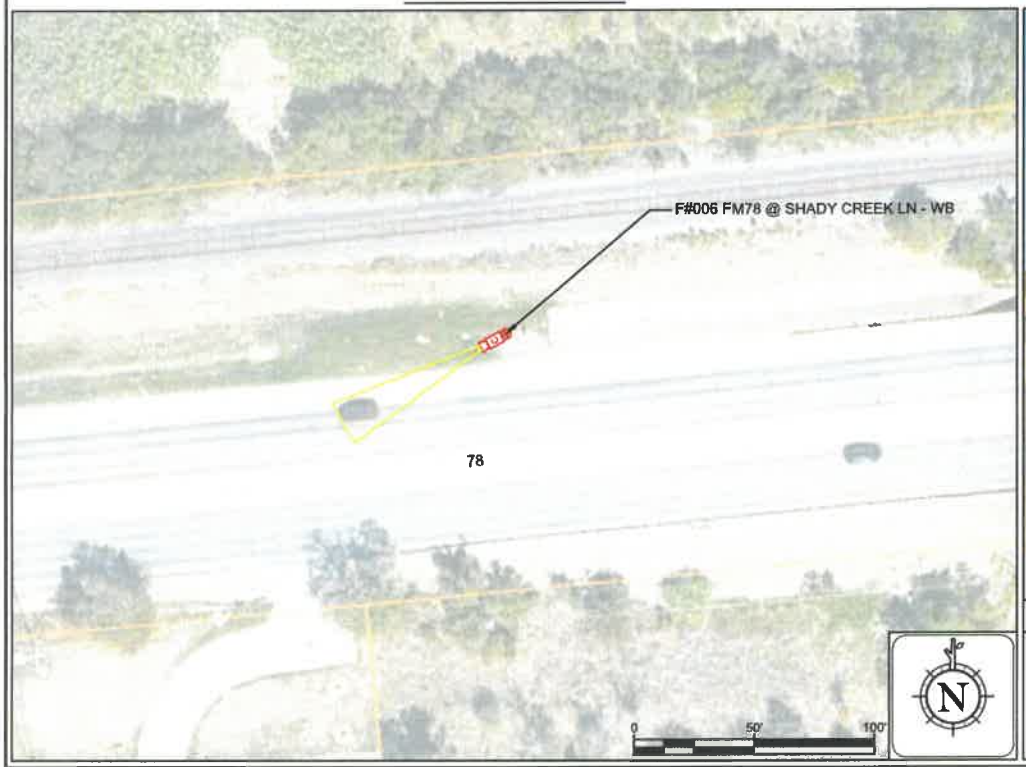
PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

LOCATION NAME:F#006 FM78 @ SHADY CREEK LN - WB

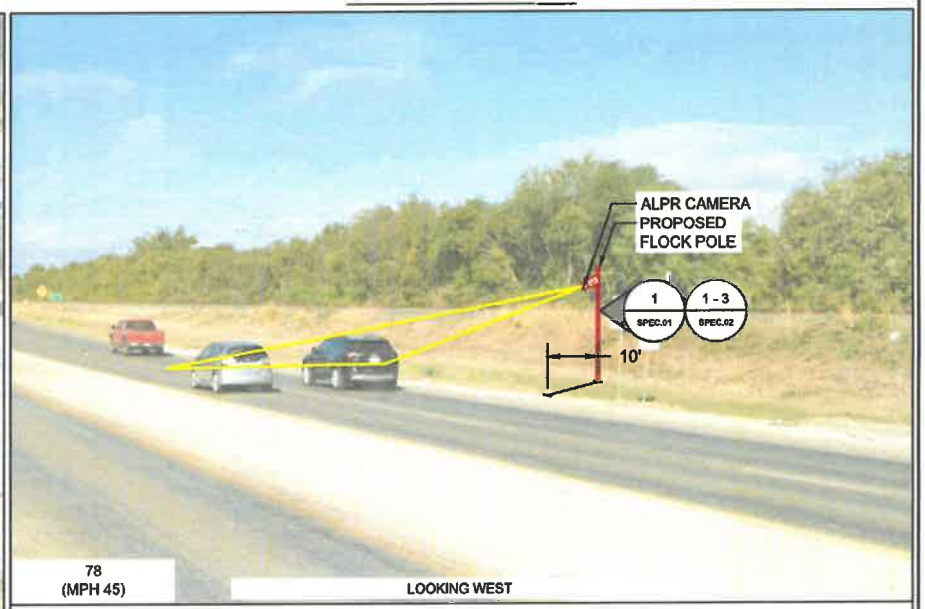
SITE ADDRESS: 1384 PECAN ST, SCHERTZ, TX 78154-2463, UNITED STATES

LAT/LONG: 29.559806,-98.248175

AERIAL VIEW



STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.04

LOCATION NOTES:

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TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

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EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

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SITE PLAN	
SHEET: A.05	REV: 0

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SITE PLAN

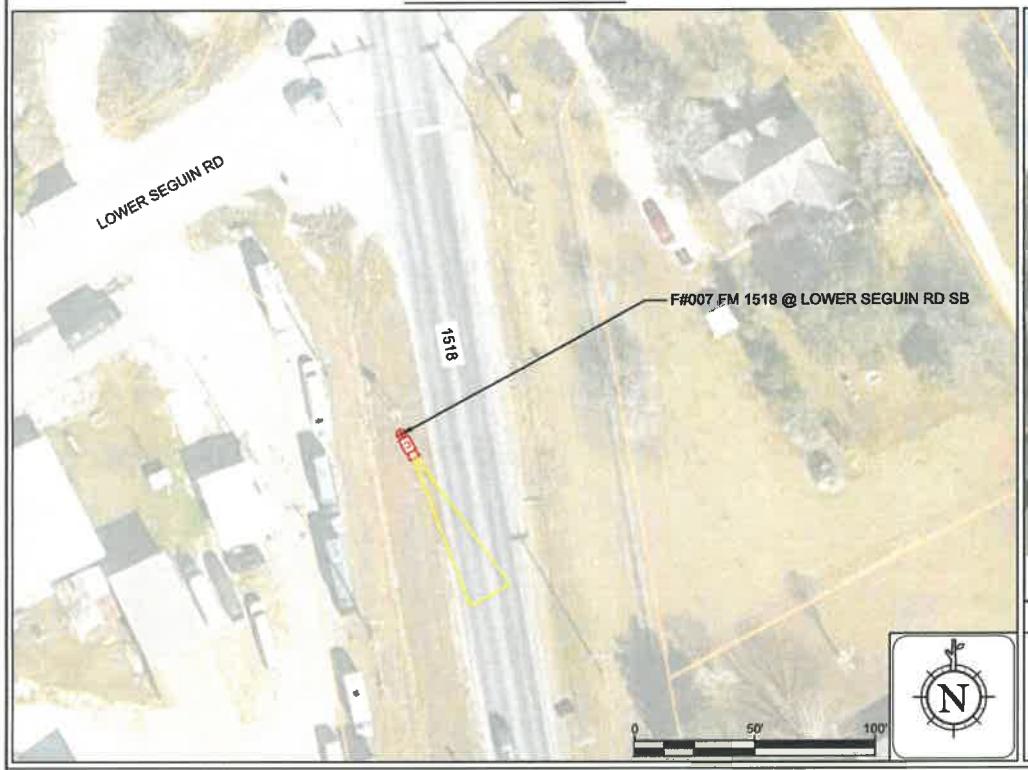
PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

LOCATION NAME:F#007 FM 1518 @ LOWER SEGUIN RD SB

SITE ADDRESS: 9625 E FM 1518 N, SCHERTZ, TX 78154, UNITED STATES

LAT/LONG: 29.523241,-98.246198

AERIAL VIEW



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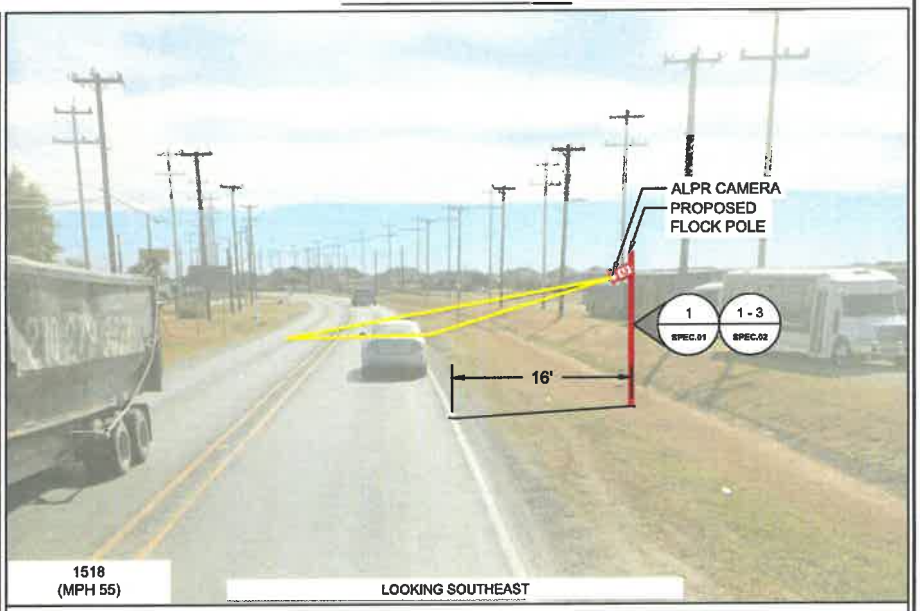

FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.03

LOCATION NOTES:

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PLANS PREPARED BY:

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TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SITE PLAN	
SHEET: A.06	REV: 0

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SITE PLAN

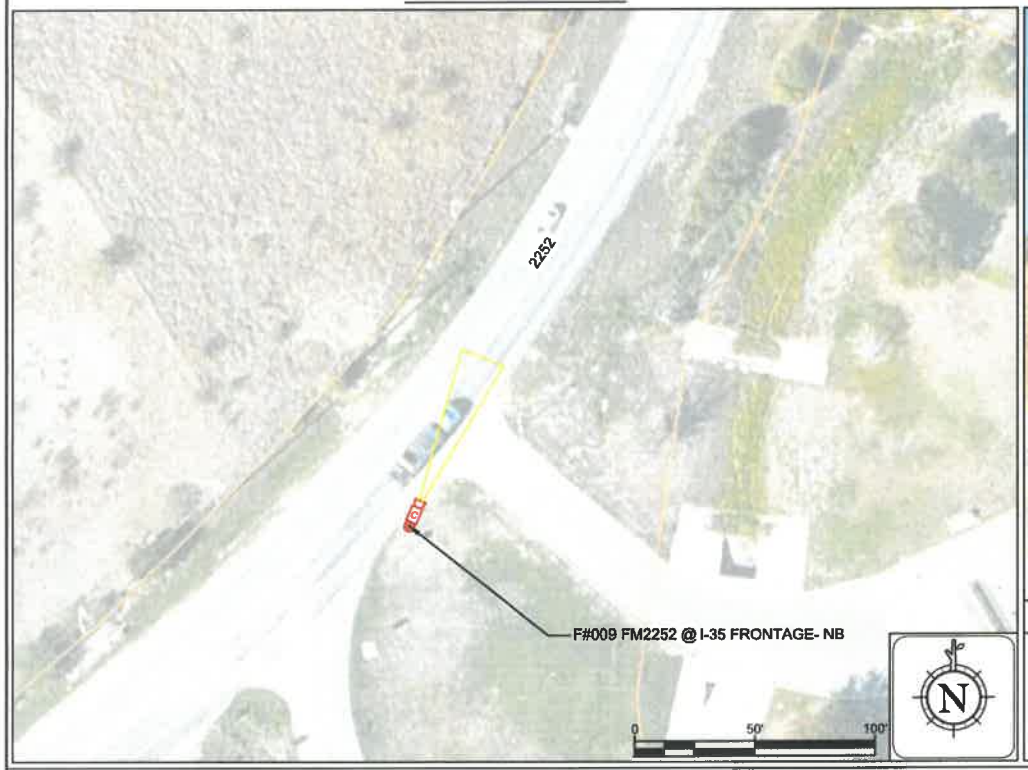
PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

LOCATION NAME:F#009 FM2252 @ I-35 FRONTAGE- NB

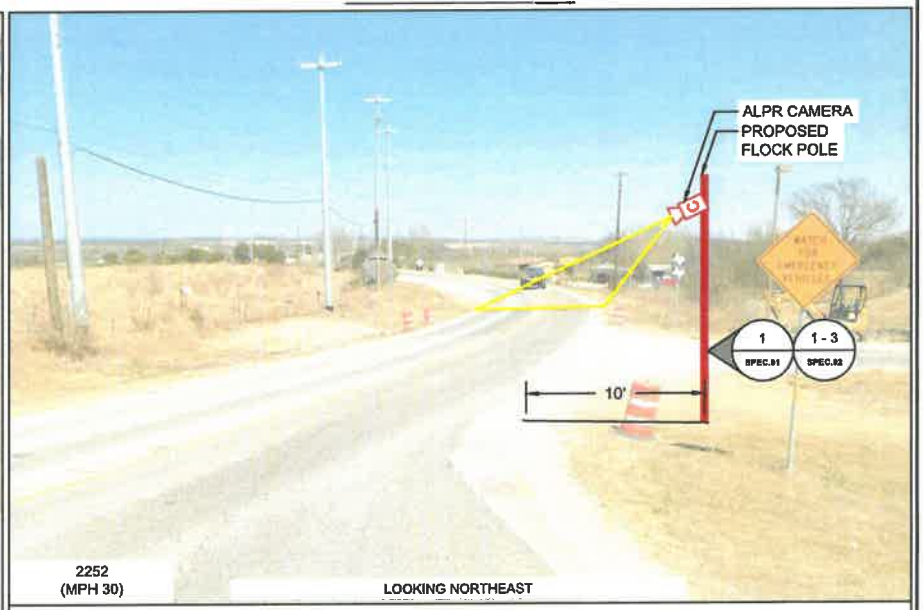
SITE ADDRESS: 19085 N INTERSTATE 35, NEW BRAUNFELS, TX 78132, UNITED STATES

LAT/LONG: 29.618501,-98.256127

AERIAL VIEW



STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.05

LOCATION NOTES:

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ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SITE PLAN

SHEET:	REV:
A.07	0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

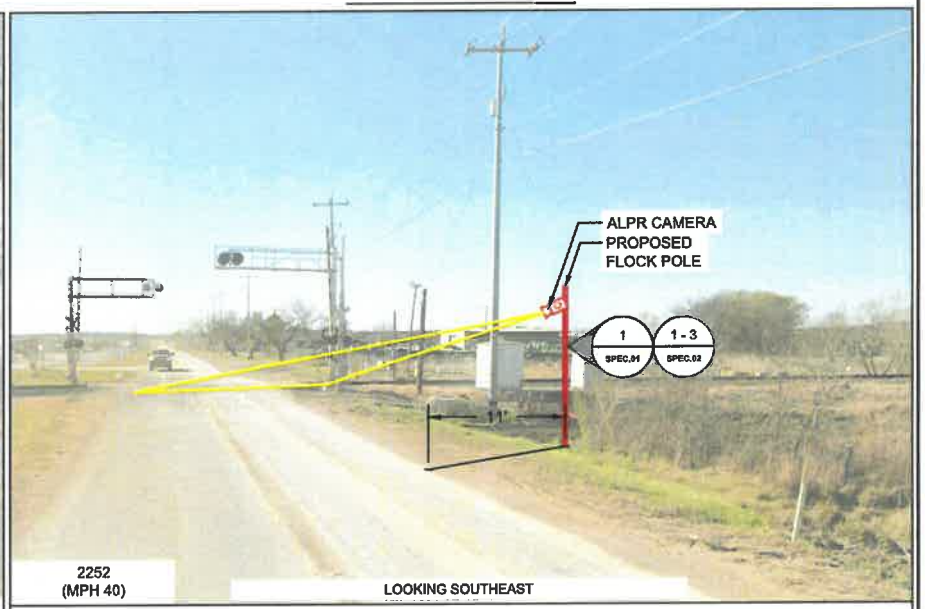
LOCATION NAME:F#010 FM2252 @ OLD NACOHDOCHES - SB

SITE ADDRESS: 20901 FM 2252, HUNTER, TX 78154, UNITED STATES

LAT/LONG: 29.632412,-98.262792

AERIAL VIEW

STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.03

LOCATION NOTES:

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PLANS PREPARED BY:

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ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SITE PLAN	
SHEET: A.08	REV: 0

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SITE PLAN

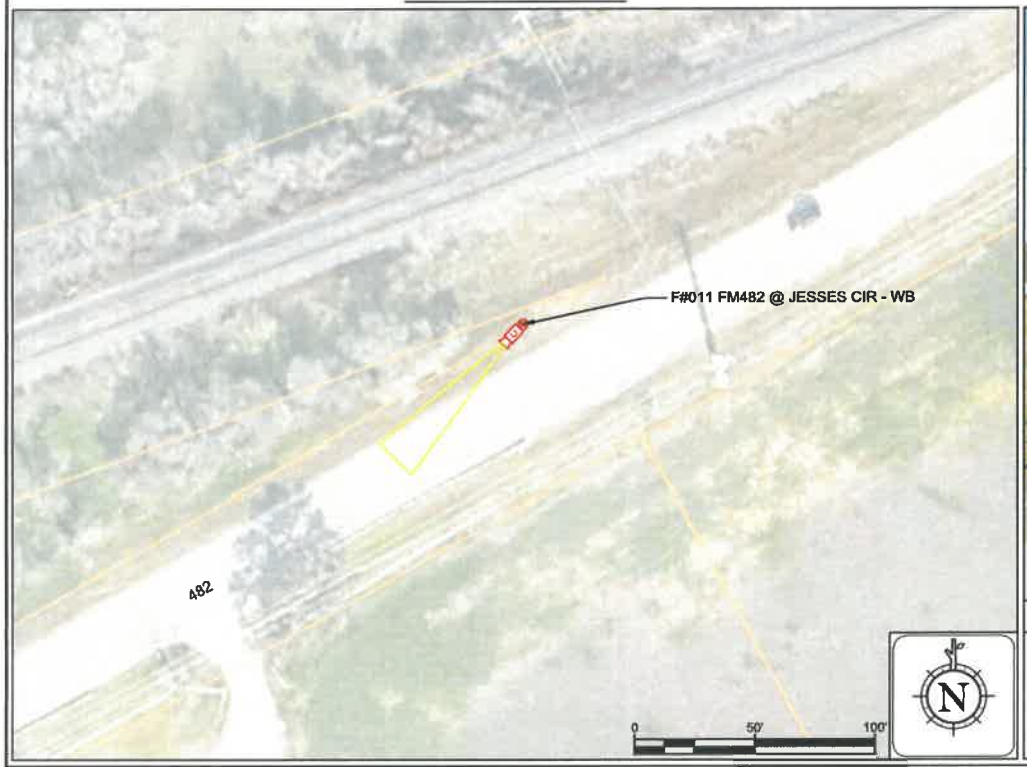
PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

LOCATION NAME:F#011 FM482 @ JESSES CIR - WB

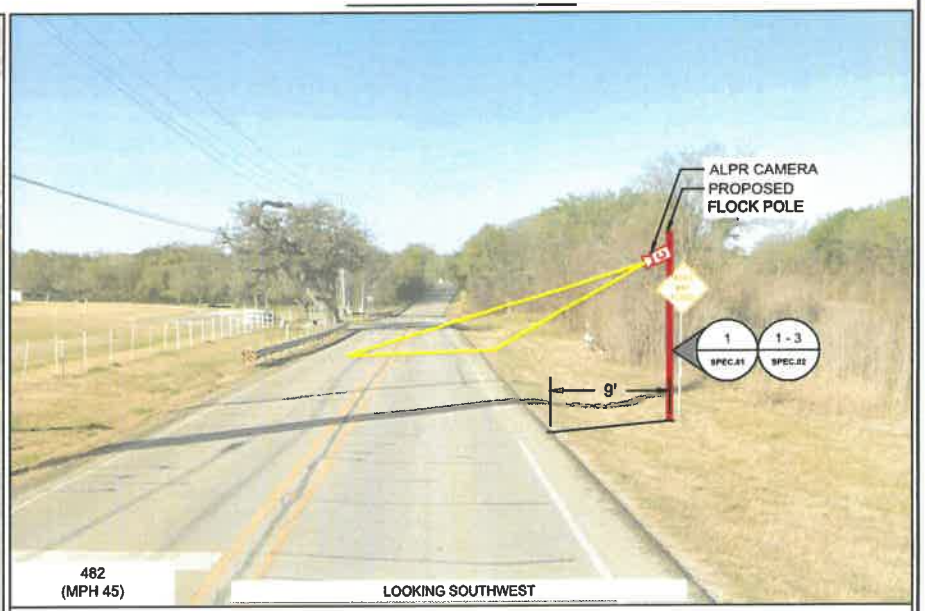
SITE ADDRESS: 6952 FM 482, NEW BRAUNFELS, TX 78132-4829, UNITED STATES

LAT/LONG: 29.641130,-98.232324

AERIAL VIEW



STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.03

LOCATION NOTES:

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PLANS PREPARED BY:

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SITE PLAN	
SHEET: A.09	REV: 0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

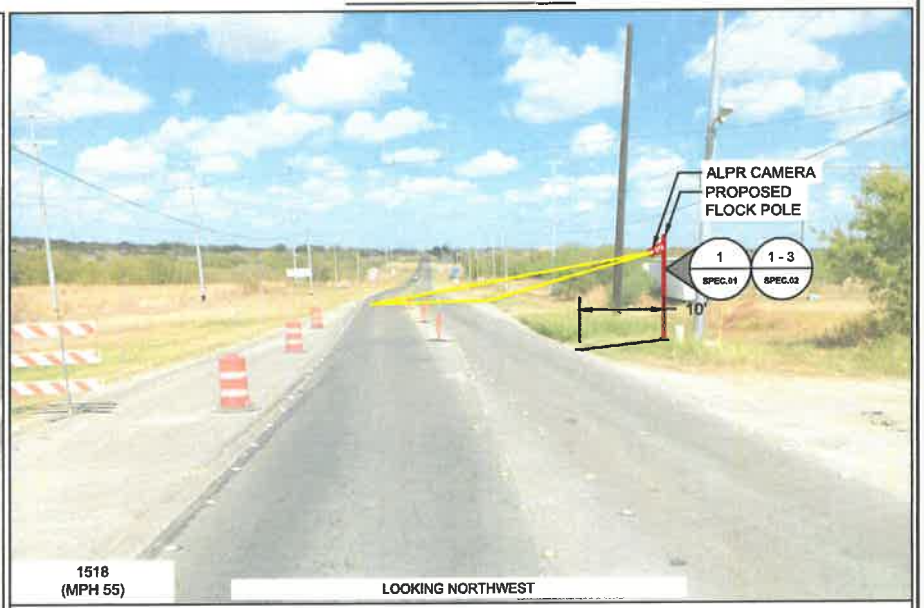
LOCATION NAME:F#012 FM 1518 @ I-10 FRONTAGE RD NB

SITE ADDRESS: 13183 INTERSTATE 10 E, SCHERTZ, TX 78154, UNITED STATES

LAT/LONG: 29.489496,-98.224384

AERIAL VIEW

STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.05

LOCATION NOTES:

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PLANS PREPARED BY:

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ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SITE PLAN	
SHEET: A.10	REV: 0

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SITE PLAN

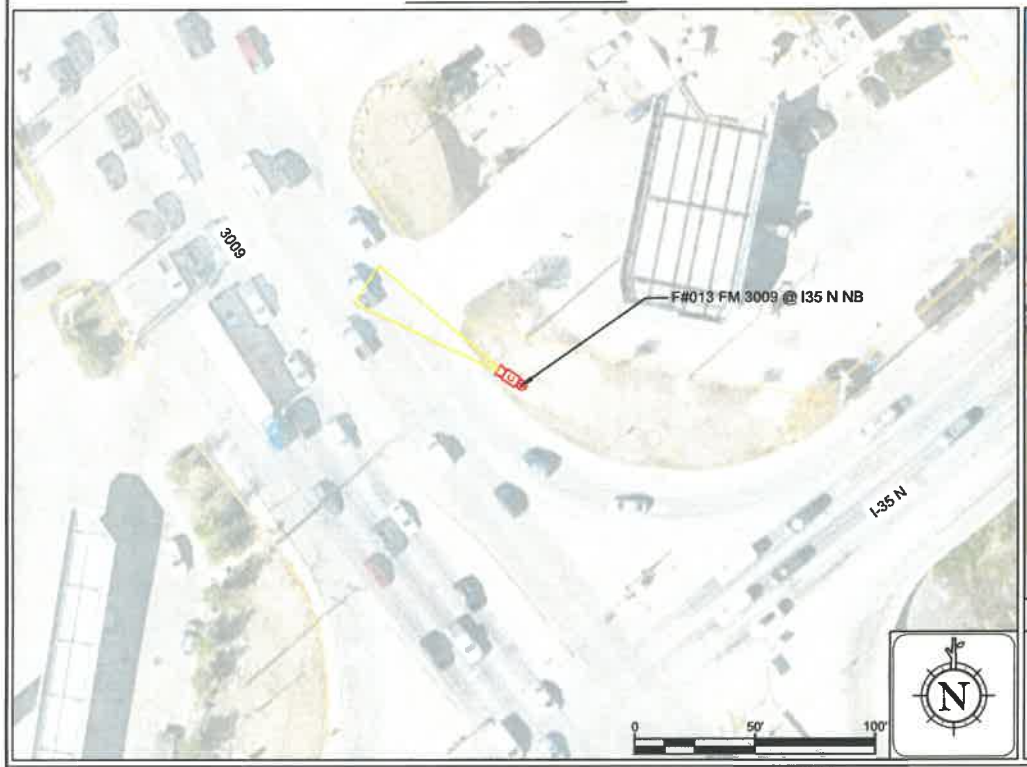
PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

LOCATION NAME:F#013 FM 3009 @ I35 N NB

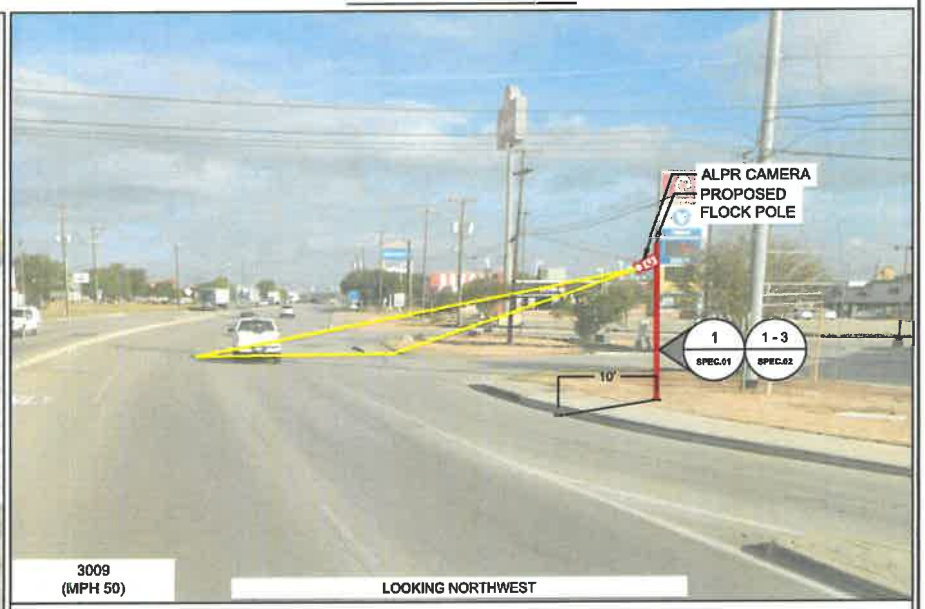
SITE ADDRESS: 17501 FM 3009, SCHERTZ, TX 78154, UNITED STATES

LAT/LONG: 29.600713,-98.277340

AERIAL VIEW



STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.04

LOCATION NOTES:

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PLANS PREPARED BY:

flock safety

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ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SITE PLAN	
SHEET: A.11	REV: 0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

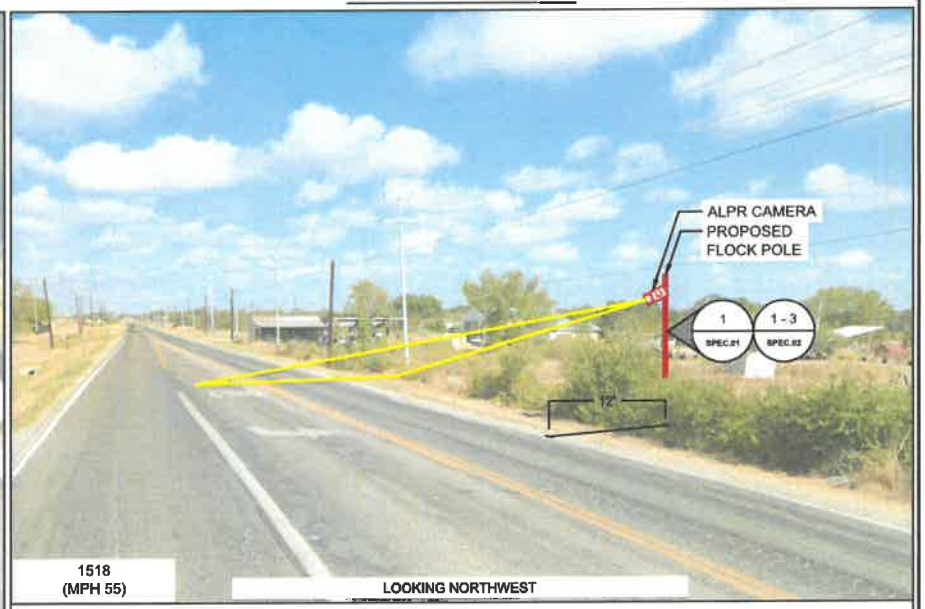
LOCATION NAME:F#014 FM 1518 @ TRAINER HALE RD NB

SITE ADDRESS: 9150 TRAINER HALE RD, SCHERTZ, TX 78154-6061, UNITED STATES

LAT/LONG: 29.499825,-98.231249

AERIAL VIEW

STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.03

LOCATION NOTES:

811

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PLANS PREPARED BY:

flock safety

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ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

REV	DATE	BY	DESCRIPTION
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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SITE PLAN	
SHEET: A.12	REV: 0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED REDI-TORQUE POLE

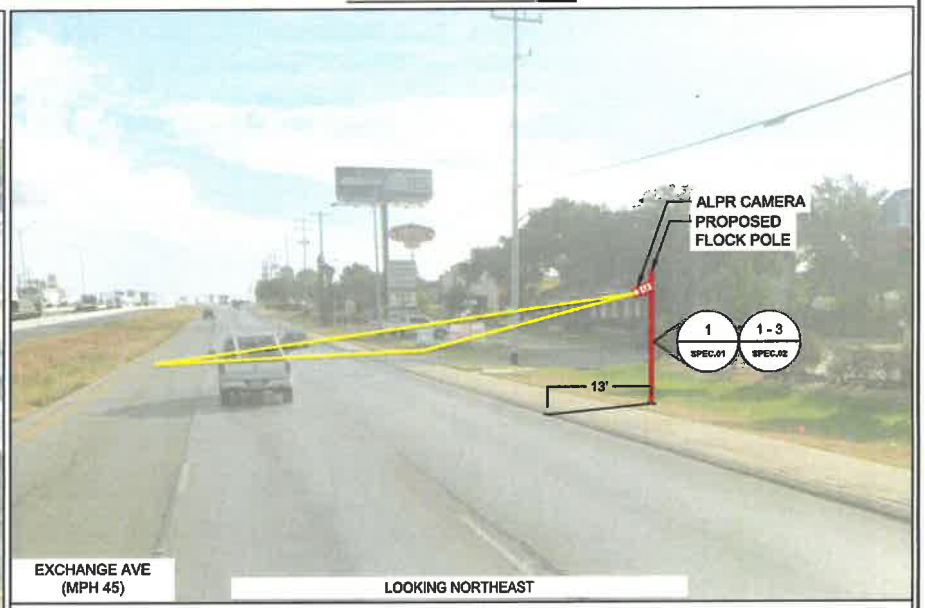
LOCATION NAME:F#015 I35 N @ IROLA DR NB

SITE ADDRESS: 17148 INTERSTATE 35 N, SCHERTZ, TX 78154-1233, UNITED STATES

LAT/LONG: 29.595424,-98.284595

AERIAL VIEW

STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP.04

LOCATION NOTES:

811

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PLANS PREPARED BY:

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF
TRANSPORTATION

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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SITE PLAN

SHEET:	REV:
A.13	0

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ADDITIONAL NOTES:

DESIGN NOTES

1. POLE AND FOUNDATIONS ARE DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES:
   1.1. LATEST TEXAS BUILDING CODE, 2021 INTERNATIONAL BUILDING CODE.
   1.2. AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORT FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS LATEST EDITION.
      1.2.1. CERTAIN SECTIONS OF THE SPECIFICATIONS ABOVE ARE SUPERCEDED/MODIFIED BY "FDOT MODIFICATIONS TO LRFDLTS-1" THIS CAN BE FOUND AT THE FOLLOWING HYPERLINK (CLICK HERE FOR FDOT MODIFICATIONS TO LRFDLTS-1)
   1.3. FDOT STANDARD SPECIFICATIONS 700-3.1

2. POLE ANALYSIS AND FOUNDATION DESIGN ARE BASED ON THE FOLLOWING CRITERIA:
   2.1. DESIGN WIND SPEED (VULT)): (SEE SECTION 2.6)
   2.2. RISK CATEGORY: 2
   2.3. EXPOSURE CATEGORY: C
   2.4. TOPOGRAPHIC CATEGORY: 1
   2.5. SEISMIC DESIGN CRITERIA:
      2.5.1. SPECTRAL RESPONSE, SS: .07 (MAXIMUM)
      2.5.2. SPECTRAL RESPONSE, S1: .04 (MAXIMUM)
      2.5.3. SEISMIC DESIGN CATEGORY: D
   2.6. STRUCTURE BASE REACTIONS ARE CALCULATED AS FOLLOWS:

DESIGN WIND SPEED (MPH)	MOMENT (LB-FT)	SHEAR (LB)	AXIAL (LB)
120	2379	253	121
130	2701	297	121
140	3236	344	121
150	3714	395	121
160	4223	450	148
170	4787	507	148

   2.7. SHOULD ANY OF THE SITE-SPECIFIC PARAMETERS BE HIGHER THAN WHAT IS NOTED ABOVE, THE EOR SHALL BE CONTACTED TO PROVIDE A REVISED DESIGN.

3. POLE STRUCTURE SHALL BE INSTALLED ON A FOUNDATION WITH FLAT BEARING SURFACE. THE TOP OF THE TOP OF THE FOUNDATION OUTSIDE OF THE BASE PLATE FOOTPRINT SHALL BE SLOPED BETWEEN 1" AND 3" TO ALLOW FOR ADEQUATE DRAINAGE.

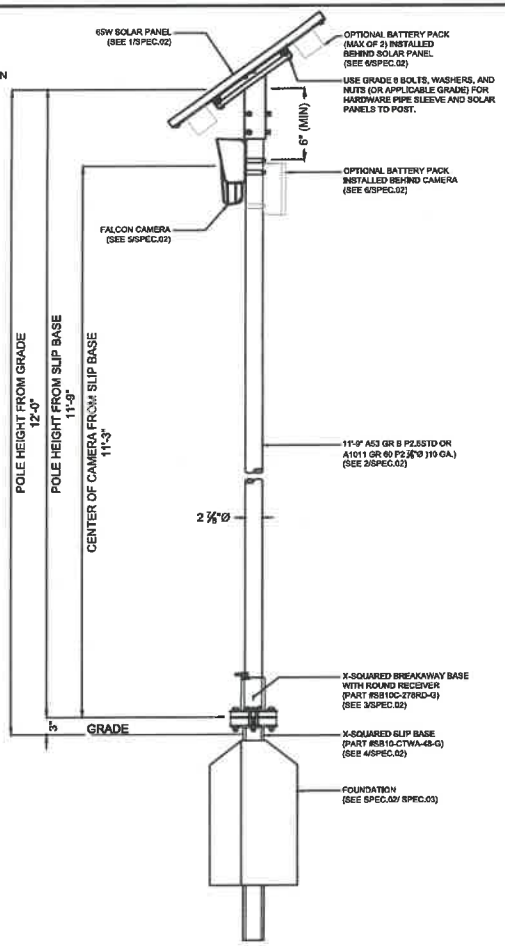
4. CALCULATIONS OF THE PROPOSED DESIGN ARE IN ACCORDANCE WITH ASCE 7-16, 2021 IBC, AND TIA-222-H CODE REQUIREMENTS.

GENERAL & CONSTRUCTION NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT 811 TO LOCATE ALL UNDERGROUND UTILITIES 48 HOURS PRIOR TO CONSTRUCTION START DATE.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR APPLYING AND OBTAINING APPROVED TRAFFIC CONTROL PLAN(S) IN ACCORDANCE WITH MUTCD AND LOCAL JURISDICTION STANDARDS AS REQUIRED.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ANY DISTURBED AREAS TO ORIGINAL CONDITION TO STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION AT NO ADDITIONAL COMPENSATION.
4. ALL WORK SHALL ABIDE BY ALL APPLICABLE NATIONAL ELECTRICAL CODES EXCEPT WHEN THE STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION STANDARDS SUPERSEDE.
5. POLE SHOULD BE GROUNDED TO A SOLID BARE BOND GROUNDING & GROUNDING ROD (OR COIL 25' OF #6 BARE COPPER) IN POLE FOUNDATION AND BACK TO PROPOSED FLOCK EQUIPMENT.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION SPECIFICATIONS UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.
7. CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE THE SOIL TYPE AND SUITABILITY REQUIREMENTS PRIOR TO CONSTRUCTION PER PROJECT MANAGER DIRECTIVE.
8. CONTRACTOR SHALL COMPLY WITH OSHA'S STANDARDS 29 CFR PART 1926, SUBPART CC FOR VERTICAL AND HORIZONTAL CLEARANCES TO THE OVERHEAD DISTRIBUTION AND TRANSMISSION POWER LINES.

ADA COMPLIANCE NOTES

1. ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II AND ALL STATE DEPARTMENT OF TRANSPORTATION AND JURISDICTIONAL STANDARDS.
2. USE STATE SPECIFIC DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS FOR PEDESTRIAN CONTROL PLANS FOR SIDEWALK AND WALKWAY CLOSURES.
3. MINIMUM SIDEWALK CLEARANCE FOR PEDESTRIAN ACCESS ROUTE (PAR) IS 48" WIDE.
4. MINIMUM CLEARANCE OF ANY PROPOSED EQUIPMENT ALONG THE WIDTH OF THE SIDEWALK IS 7'-0" IN HEIGHT.



1 POLE ELEVATION DETAIL

SCALE: N/A

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PLANS PREPARED BY:

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SHEET:	REV:
SPEC.01	0

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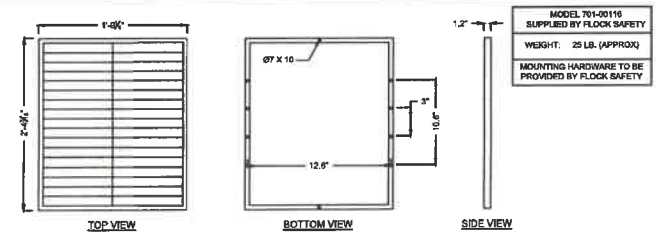
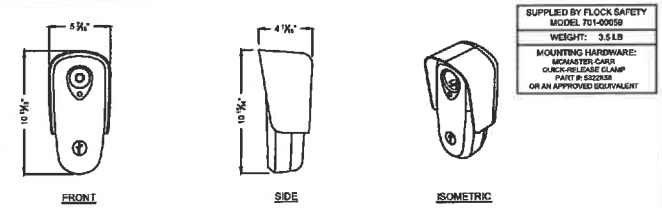
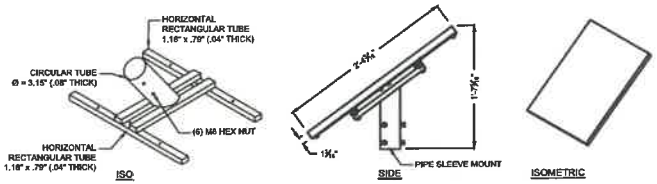
ADDITIONAL NOTES:

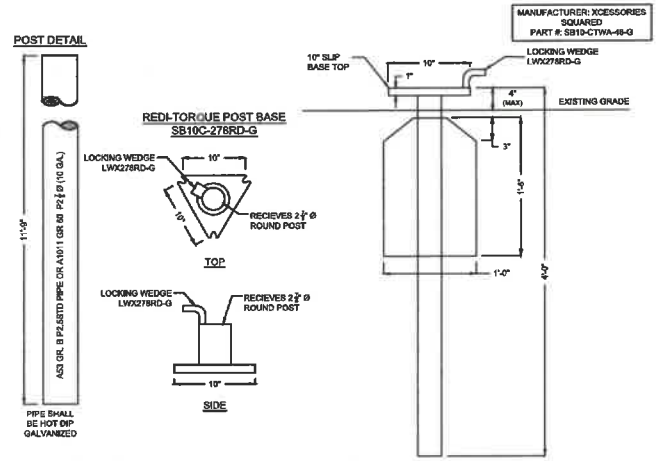




3 FLOCK AUTOMATIC LICENSE PLATE READER CAMERA
Scale: N/A



1 65 WATT SOLAR PANEL AND MOUNT ASSEMBLY (TOP MOUNTED)
SCALE: N/A



2 WINGED UNIBASE BREAKAWAY POLE BASE (SEE SPEP.03)
SCALE: N/A

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flock safety

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TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SHEET:	REV:
SPEC.02	0

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ADDITIONAL NOTES:

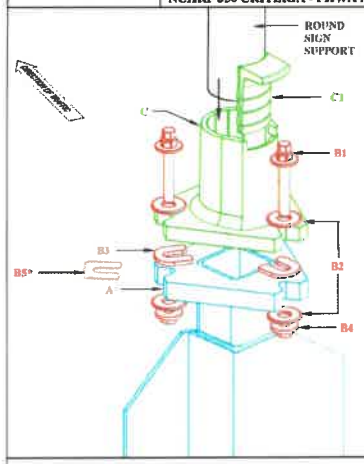
X² CESSORIES SQUARED
Development & Manufacturing Inc.

INSTALLATION GUIDE REDI-TORQUE MODEL 280 OMNI DIRECTIONAL SLIP BASE (COMBINATION ANCHOR WITH LOWER SLIP PLATE). RECEIVES ROUND SIGN SUPPORT

RT280U-RD1 | **MASH-16 COMPLIANT FOR INTERSECTIONS and MAINLINE ROADWAYS**
NCHRP 350 CRITERIA - FHWA ACCEPTANCE LETTERS SS-134 & SS-134A

November 15, 2022

XCESSORIES SQUARED DEV. & MFG. CO., INC. AUBURN, IL 62615
TEL: (800) 421-7948 FAX: (217) 438-3917 www.x-sqrd.com



PARTS LIST

A: Unibase - Lower Slip Plate

ITEM	QTY	DESCRIPTION
A	1	Combination Anchor/Lower Slip Plate

B: Redi-Torque Match Plate Hardware

ITEM	QTY	DESCRIPTION
B1	3	½"-13 x 3" Gr. 8 Redi-Torque Bolt
B2	6	5/8" U.S.S. Flat Washer
B3	3	1/16" thick, Teflon Coated Slip Washer
B4	3	½"-13 Gr. 8 large diameter Flange Nut
B5*	0	1/16" thick Leveling Shim

* may not be necessary for every installation

C: Upper Slip Plate Sub-Assembly

ITEM	QTY	DESCRIPTION
C	1	Top Receiver for Round Sign Support
C1	1	Round Sign Support Locking Wedge

STEP A

1. Install appropriate Unibase (A) plumb & squared up with road, with point of triangular slip plate facing oncoming traffic.
2. Depth of embeddment to leave 2-½" (+1½/-½") from grade to top of Lower Slip Plate of Unibase (A).
   NOTE: *For soil or concrete installation options, see details at lower left.*
   NOTE: *If installing in concrete, anger the footing hole shallow enough to be able to drive 3-4 inches of Unibase (A) into the bottom of the hole. This will help stabilize the unit as concrete is being poured and cured while also allowing for proper drainage.*
   NOTE: *On multi-leg installations, be sure that all Unibases are squared & lined up with each other.*

STEP B

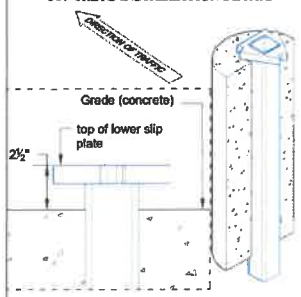
1. Place one each teflon coated Slip Washer (B3) on top of Lower Slip Plate of Unibase (A) at each notched point with open end of slot facing center of triangular slip plate. Leave enough room between the closed ends of the slot/notch to allow 5/8" Redi-Torque Bolt (B1) to pass through.
2. Place Upper Slip Plate (C) onto the three Slip Washers (B3) properly indexed so that the round post receiver notched portion is pointing toward oncoming traffic.
3. Slide 1 each ½" Flat Washer (B2) on to each Redi-Torque Bolt (B1) then insert Bolt (B1) with Washer (B2) down through notched points of Upper Slip Plate (C), slot of Slip Washer (B3) and notched point of Lower Slip Plate of Unibase (A).
4. Slide 1 each ½" Flat Washer (B2) up on exposed thread of each Bolt (B1) followed by threading 1 each ½" Flange Nut (B4) on to each Bolt (B1) as tight as can reasonably be attained using *the ½" (larger) hex and NOT the 9/16" (smaller) hex.*

STEP C

1. Insert Round Sign Support into Upper Slip Plate (C) top receiver until support bottoms out.
2. With a hand held hammer, drive the round sign support Locking Wedge (C1) into the Slip Base Top (C) receiver at the pre-determined notch. (The Locking Wedge does not need to be driven flush with top of Upper Slip Plate receiver)
   *SHIMMING: Before moving on to step 3, check the plumb of the sign support(s). If necessary, 1/16" thick Leveling Shim(s) (B5) may be used at the appropriate point(s) between slip plates. To re-plumb, loosen Bolt (B1) at desired point enough to lean the Upper Slip Plate (C) back and slide Leveling Shim (B5) into place. Shim(s) should be placed under Teflon Coated Slip Washer. *Maximum of 2 each Leveling Shims per notched point.*
3. After Locking wedge (C1) is securely in place, loosen each Bolt (B1) and Nut (B4), one at a time, then retighten each Bolt (B1), using the 9/16" (smaller) hex, until the 9/16" hex head twists off from the ½" hex head. This will set the proper torque level of 52 ft-lbs.

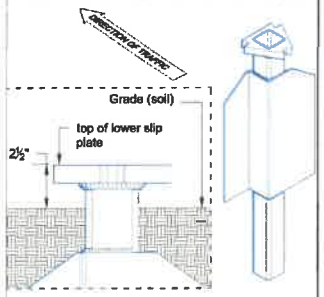
1. UP TO A MAXIMUM OF THREE OMNI DIRECTIONAL SLIP BASES WITH REDI-TORQUE MODEL 280 MATCHPLATE HARDWARE MAY BE INSTALLED WITHIN A SEVEN FOOT SPAN ON MAINLINE ROADWAY.
2. FOR ADDITIONAL WINDLOAD CAPABILITY, A HEAVIER GAUGE POST MAY BE USED.

CONCRETE INSTALLATION DETAIL

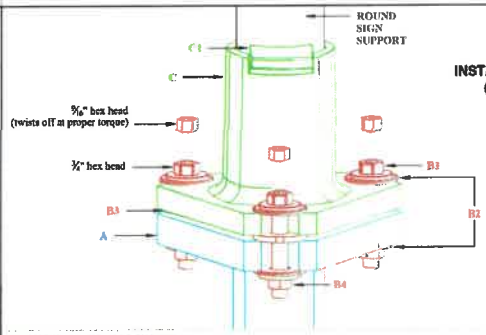


NOTE: Recommended footing size a minimum of 12" in diameter and 30" deep.

DIRECT DRIVEN *SOIL* INSTALLATION DETAIL



NOTE: Install with the widest bearing surface of the stabilizing wing parallel with the face of the sign.



INSTALLED VIEW (FRONT)

REINSTALLATION PROCEDURE:
NOTE: All match plate hardware components are generally reusable except the Redi-Torque Bolts (B1)
1. Remove sign support Locking Wedge (C1) from Upper Slip Plate(C) receiver with a hand held hammer.
2. Place Upper Slip Plate(C) on Lower Slip Plate of Unibase (A) to check for warpage and level of slip plates.
3. Visually check all welds and castings for fractures or other damage.
4. When assured both Lower Slip Plate (A) and Upper Slip Plate (C) are reusable employ new or reused hardware (B) with NEW Redi-Torque Bolts (B1) then follow installation procedures, starting with STEP B.

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PLANS PREPARED BY:
flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
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-	-	-	-
-	-	-	-
-	-	-	-
0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:
SCHERTZ POLICE DEPARTMENT
1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

SHEET:	REV:
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GENERAL NOTES AND TRAFFIC DESIGN NOTES/TABLES

1. TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST CURRENT TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND STATE STANDARD PLANS.
2. NO LANE CLOSURES PERMITTED BEFORE 9:00AM AND AFTER 3:00PM.
3. ALL AFFECTED RESIDENTS, BUSINESSES, AGENCIES, AND SCHOOLS SHALL BE GIVEN A 72 HOURS NOTICE PRIOR TO THE START OF WORK AND THEIR ACCESS SHALL BE MAINTAINED AT ALL TIMES.
4. TEMPORARY NO PARKING SIGNS SHALL BE POSTED 48 HOURS PRIOR TO START OF WORK.
5. ALL CONFLICTING SIGNS, STRIPING OR PAVEMENT MARKINGS SHALL BE COVERED OR REMOVED AND REPLACED WHEN WORK IS COMPLETED.
6. TRAFFIC DIRECTION THROUGH A SIGNALIZED INTERSECTION SHALL BE CONDUCTED BY A TEXAS DEPARTMENT OF TRANSPORTATION POLICE DEPARTMENT UNIFORMED POLICE OFFICER OR A COMMUNITY SERVICE OFFICER ONLY. SHOU REQUIRE A SIGNAL TO BE OVERRIDDEN, ARRANGEMENT SHALL BE MADE WITH THE CITY POLICE DEPT AND TRANSPORTATION ENGINEERING DEPT AT LEAST 14 DAYS PRIOR TO START OF WORK.

TABLE 6C-1. SUGGESTED ADVANCE SIGN SPACING

	POSTED SPEED (MPH)	SIGN SPACING (FT)
CONVENTIONAL HIGHWAY	25	100
	30	120
	35	160
	40	240
	45	320
	50	400
	55	500
	60	600
	65	700
	70	800
	75	900
	80	1000
EXPRESSWAY OR FREEWAY	ALL SPEEDS	SEE TYPICAL APPLICATIONS (CHAPTER 6H)

TABLE 6C-2. LONGITUDINAL BUFFER SPACE

SPEED (MPH)	DISTANCE (FT)
20	40
25	60
30	90
35	120
40	155
45	195
50	240
55	295
60	350
65	410
70	475
75	540
80	615

TABLE 6C-3. TAPER LENGTH CRITERIA FOR TEMPORARY TRAFFIC CONTROL ZONES

TYPE OF TAPER	TAPER LENGTH
MERGING TAPER	AT LEAST L
SHIFTING TAPER	AT LEAST 0.5 L
SHOULDER TAPER	AT LEAST 0.33 L
ONE-LANE, TWO-WAY TRAFFIC TAPER	50 FT MINIMUM, 100 FT MAXIMUM
DOWNSTREAM TAPER	50 FT MINIMUM, 100 FT MAXIMUM

NOTE: USE TABLE 6C-4 TO CALCULATE L

SPEED (S)	TAPER LENGTH (L) IN FEET(FT)
40 MPH OR LESS	$L = WS^2/60$
45 MPH OR MORE	L = WS

WHERE: L = TAPER LENGTH IN FT W= WIDTH OF OFFSET IN FT
S= POSTED SPEED LIMIT, OR OFF-PEAK 85TH-PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH

TABLE 6C-4. MERGING TAPER LENGTHS AND SPACING OF CHANNELIZING DEVICES

	MINIMUM DESIREABLE TAPER LENGTHS			MAXIMUM SPACING OF CHANNELIZING DEVICES	
POSTED SPEED	10' OFFSET	11' OFFSET	12' OFFSET	ON TAPER	ON A TANGENT
30	150'	165'	180'	30'	60'
35	205'	225'	245'	35'	70'
40	265'	295'	320'	40'	80'
45	450'	490'	540'	45'	90'
50	500'	550'	600'	50'	100'
55	550'	605'	660'	55'	110'
60	600'	660'	720'	60'	120'
65	650'	715'	780'	65'	130'
70	700'	770'	840'	70'	140'
75	750'	825'	900'	75'	150'
80	800'	880'	960'	80'	160'

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PLANS PREPARED BY:

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:
SCHERTZ POLICE DEPARTMENT
1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

TRAFFIC CONTROL PLAN

SHEET:	REV:
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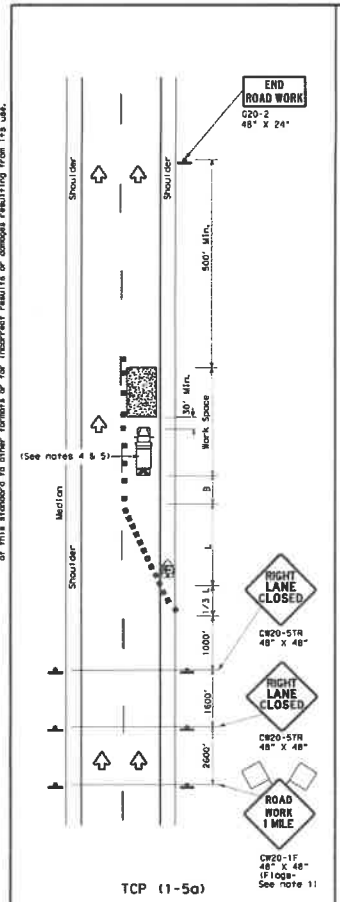
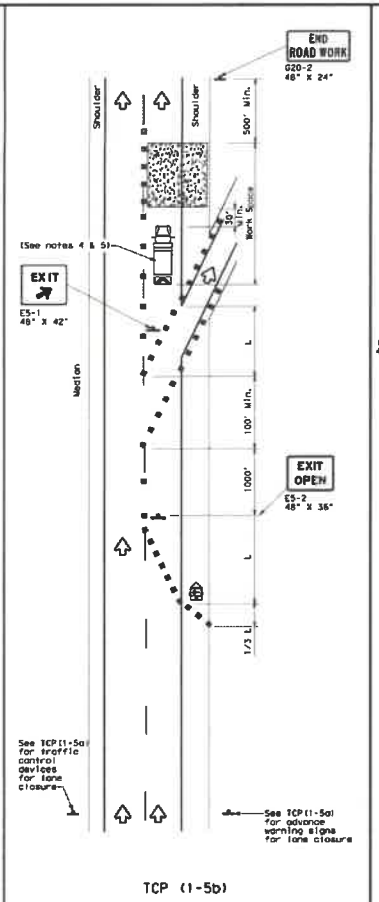


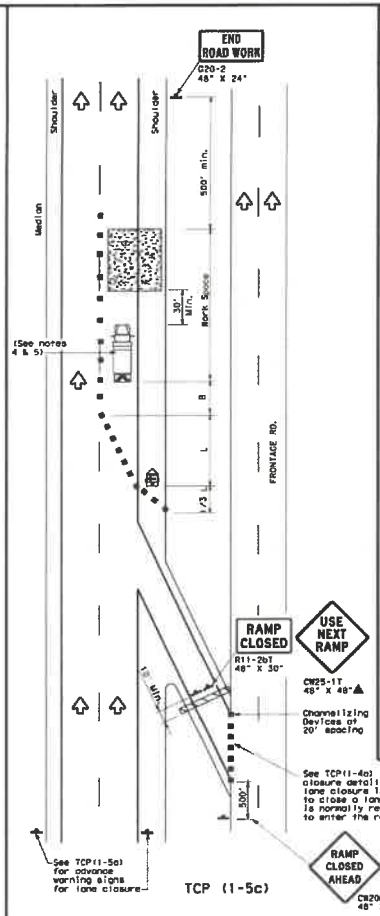
TCP (1-5a)

ONE LANE CLOSURE



TCP (1-5b)

LANE CLOSURE NEAR EXIT RAMPS



TCP (1-5c)

LANE CLOSURE NEAR ENTRANCE RAMPS

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓		

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Channelizing devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per BC Standards.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES FOR DIVIDED HIGHWAYS

TCP(1-5)-18

FILE:	tcp1-5-18.dgn	DN:	CK:	DW:	CK:
FHWA	February 2012	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-18		DIST		COUNTY	SHEET NO.

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PLANS PREPARED BY:

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

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EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

TRAFFIC CONTROL PLAN

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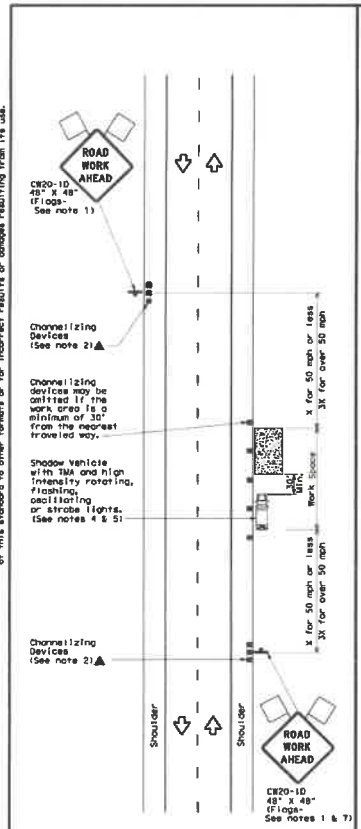
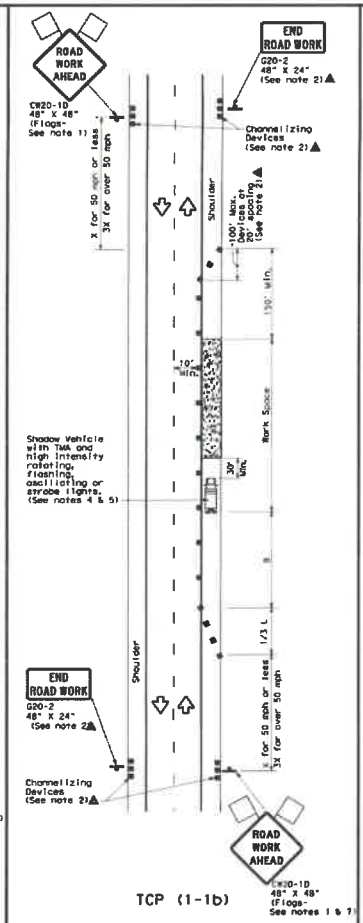


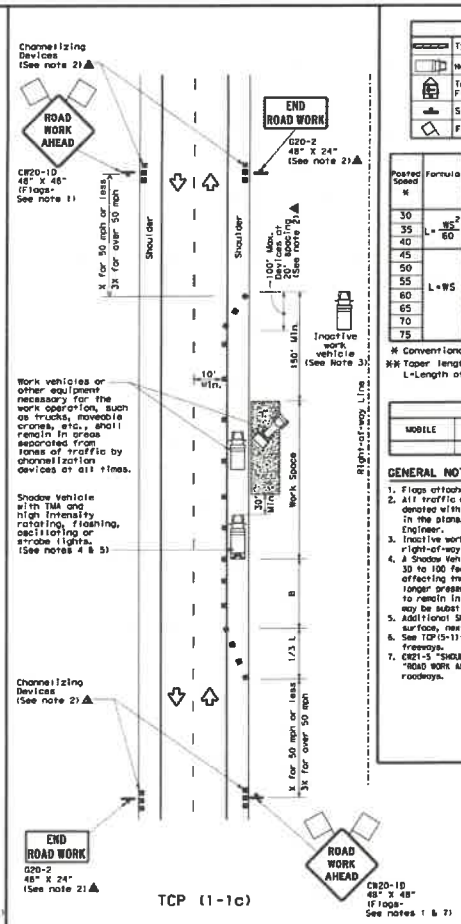
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18 | DN: | CK: | DW: | CK:
©TxDOT December 1985 | CONT | SECT | JOB | HIGHWAY
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2-94 4-98
8-95 2-12
1-97 2-18
DIST: | COUNTY: | SHEET NO.

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PLANS PREPARED BY:

flock safety

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ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:

SCHERTZ POLICE DEPARTMENT

1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

TRAFFIC CONTROL PLAN

SHEET:	REV:
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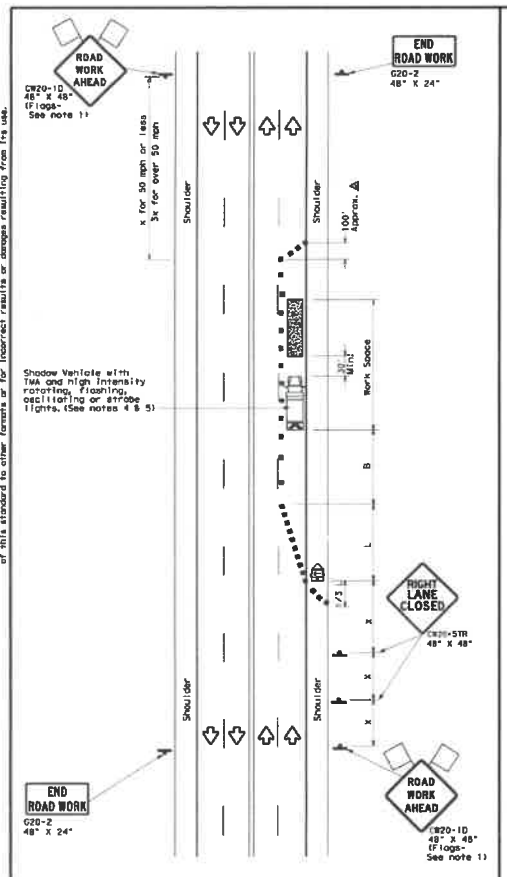
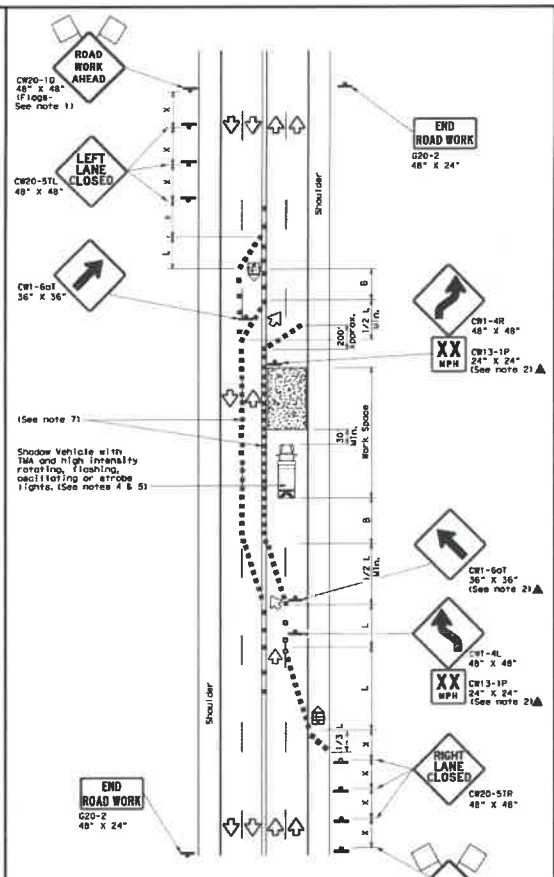


TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
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55		550'	605'	660'	55'	110'	500'	295'
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* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-18

FILE: tcp1-4-18.dgn	DN:	CK:	DW:	CK:
TxDOT December 1985	CONT:	SECT:	JOB:	HIGHWAY:
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST:		COUNTY:	SHEET NO.

SAFETY IS IN YOUR HANDS. EVERY DIG. EVERY TIME.

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS.

PLANS PREPARED BY:

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS ALPR CAMERA INSTALLATION

CASE NUMBER: 00827032
PERMITTING JURISDICTION:
TEXAS DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:
SCHERTZ POLICE DEPARTMENT
1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

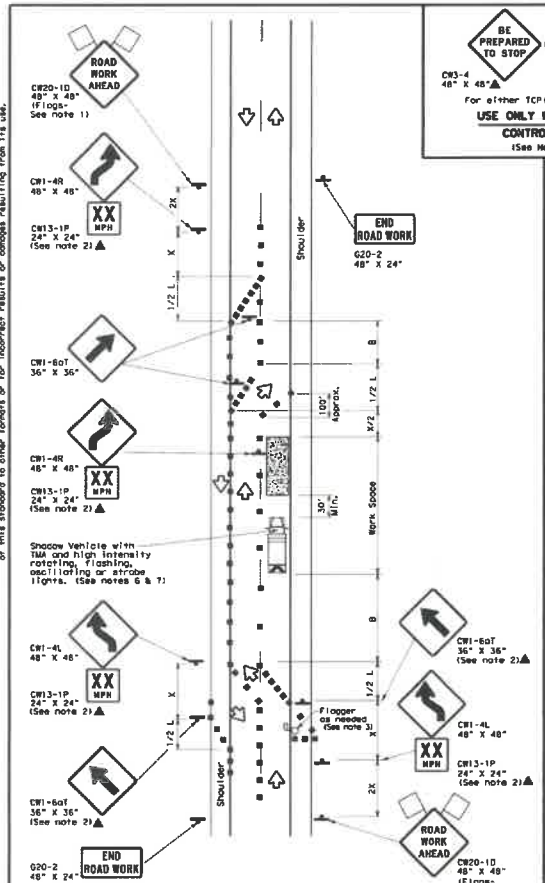
TRAFFIC CONTROL PLAN

SHEET:	REV:
TCP.04	0

THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THIS INCLUDES RIGHT OF WAY, EXISTING UTILITIES, & PRIVATE PROPERTY LINES. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL DATA PRIOR AND EXISTING SURROUNDING FACILITIES TO VERIFY & CONFLICTS ABOVE & BELOW GRADE. ALL CONSTRUCTION TO FOLLOW TEXAS DEPARTMENT OF TRANSPORTATION GENERAL GUIDELINES. DO NOT SCALE DRAWINGS. CALL 811 PRIOR TO DIGGING.

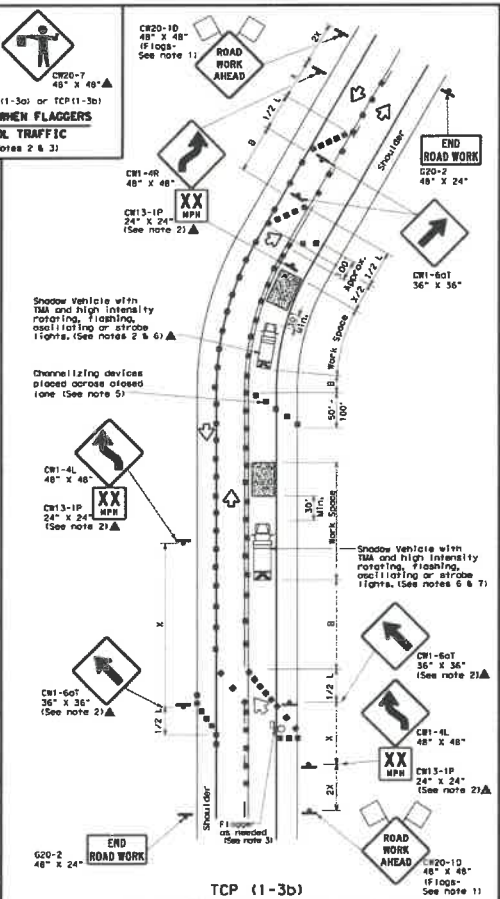
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Texas Department of Transportation for any purpose whatsoever. The Texas Department of Transportation shall not be liable for any loss or damage arising from the use of this standard or for any errors or omissions therefrom.

DATE:
FILE:



TCP (1-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW



TCP (1-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** K 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	$L=WS$	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900	540

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safety control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
4. DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
5. When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
8. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/25 where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO LANE ROADS
TCP(1-3)-18

FILE: tcp1-3-18.dgn
©TxDOT December 1985
REVISIONS
2-94 4-98
8-95 2-12
4-97 2-18

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1170 HOWELL MILL ROAD SUITE 210
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0	11/01/2024	JTR	PRELIM

EQUIPMENT OWNER:
SCHERTZ POLICE DEPARTMENT
1400 SCHERTZ PKWY, SCHERTZ, TEXAS 78154

TRAFFIC CONTROL PLAN

SHEET:	REV:
TCP.05	0

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EXHIBIT D

(Certificate of Insurance (TxDOT Form 1560)

CERTIFICATE OF INSURANCE

Form 1560
(Rev. 07/24)
Previous editions of this form may not be used.

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Flock Group Inc DBA Flock Safety

Street/Mailing Address: 1170 Howell Mill Rd NW

City/State/Zip: Atlanta, Georgia 30318

Phone Number: (866) 901 - 1781

WORKERS' COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Travelers Property Casualty Company of America			**Carrier Phone #:** (415) 732 - 1400	
Address: 100 California St.			**City, State, Zip:** San Francisco, CA 94111	
Type of Insurance	**Policy Number**	**Effective Date**	**Expiration Date**	**Limits of Liability:**
Workers' Compensation	UB-6T346569-24-I3-G	08/23/2024	08/23/2025	Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: Travelers Property Casualty Company of America			**Carrier Phone #:** (415) 732 - 1400	
Address: 100 California St.			**City, State, Zip:** San Francisco, CA 94111	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Commercial General Liability Insurance	H-630-9W194831-TIL-24	08/23/2024	08/23/2025	Not Less Than: $ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: Travelers Property Casualty Company of America			**Carrier Phone #:** (415) 732 - 1400	
Address: 100 California St.			**City, State, Zip:** San Francisco, CA 94111	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Business Automobile Policy	810-6T343696-24-I3-G	08/23/2024	08/23/2025	Not Less Than: $ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name: Travelers Property Casualty Company of America			**Carrier Phone #:** (415) 732 - 1400	
Address: 100 California St.			**City, State, Zip:** San Francisco, CA 94111	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Umbrella Policy	CUP-6T386924-24-I3	08/23/2024	08/23/2025	10,000,000

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

Agency Name	**Address**	**City, State, Zip Code**
Marsh Risk & Insurance Services	Four Ebarcadero Center, Suite 1100	San Francisco, CA 94111

(415) 215 - 0717	[signature]	10/08/2024
Authorized Agent's Phone Number	**Authorized Agent Original Signature**	**Date**

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

NOTES TO AGENTS:

Agents must provide all requested information then either email, fax, or mail this form as noted below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount on an Acord Form.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The Texas Department of Insurance (TDI) approved forms are the only acceptable proof of insurance for department contracts. The preferred Certificate of Insurance (COI) is on a 1560 or Acord form.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The SIGNATURE of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	$500,000 each occurrence
	$100,000 each occurrence
Property Damage	$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

Completed forms may be submitted by any of the following methods:

Email: CST_Insurance@txdot.gov
Fax: (512) 416-2536
Mail: Texas Department of Transportation
CST – Contract Processing
125 E. 11th Street
Austin, TX 78701-2483

EXHIBIT E

(Attachment A – FHWA Additional Requirements)

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.

2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.

3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.

4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

Agenda No. 5.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Facility & Fleet**
Subject:	**Resolution 25-R-039 - Authorizing an agreement for custodial cleaning services with Vanguard Cleaning Systems (B.James/D.Hardin/C.Lonsberry)**

BACKGROUND

Ecobrite Services, who were awarded the cleaning contract in September of 2024, provided notice of termination to the City in January of 2025 as staff noted to Council in the February 4 written update.The City issued an RFP for a new cleaning contractor in February to select a firm to meet the City's requirements for daily cleaning of occupied City buildings. The annual cost of the Ecobrite Services contract for normal cleaning was $136,331. City staff believe that Ecobridge Services underappreciated the amount of work and level of expectations of the City when they bid for the contract.

The City issued a solicitation for proposals (RFP) from qualified firms with demonstrated competence and experience in commercial building cleaning. Eighteen (18) proposals were received in response to the solicitation. Proposals were reviewed by key City stakeholders and scored initially based on criteria including cost, proposer's experience, qualifications, reputation, quality of proposed services and responsiveness of the proposal. The scoring of the proposals considered Proposer's Qualifications, Abilities and Reputation (30 points), Quality of Proposed Services (30 points), Cost (30 points) and Responsiveness of Proposal (10 points). Prices generally ranged from $128,000 to $577,000.

The City recommends awarding the contract to the highest-ranked firm, Vanguard Cleaning Systems. Vanguard Cleaning Systems had held the cleaning contract prior to Ecobrite Services being awarded the contract this past September. This new contract includes dusting of the shelves at the Library, something that was not included in the Ecobrite Services Contract.

GOAL

To obtain authorization from City Council to enter into a contract with a cleaning company to perform daily cleanings, routine periodic cleanings, and emergency/on-call cleaning for contaminated messes to ensure the area is professionally cleaned and sanitized.

COMMUNITY BENEFIT

City buildings will be clean and presentable every day and the city staff can focus on other duties as the cleaning is being done by professionals. The restrooms and other areas will be professionally cleaned to prevent the spread of disease whenever there is a contaminated mess that needs to be cleaned and sanitized.

SUMMARY OF RECOMMENDED ACTION

City staff recommends approving a cleaning contract with Vanguard Cleaning Systems that will expire at the end of FY 26-27 with the option to renew the contract for two (2) extensions of one (1) year each.

FISCAL IMPACT

The annual FY contract amount with Vanguard Cleaning Systems will be $201,628.20, with a fee of $150.00 per emergency contamination cleanup. Funds are available and approved through the base budget for Facilities for FY 24-25.

RECOMMENDATION

Approval of Resolution 25-R-039.

Attachments

Resolution 25-R-039 with attachments

Bid Tab - 2025-004 Custodial Services

RESOLUTION 25-R-039

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH VANGUARD CLEANING SYSTEMS FOR CUSTODIAL SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Schertz (the "City") requires cleaning of its occupied buildings to meet typical cleaning needs; and

WHEREAS, City staff needs to enter into a new contract due to the previous vendor withdrawing from the contract; and

WHEREAS, the City solicited proposals from qualified vendors for commercial cleaning services; and

WHEREAS, after extensive analysis of the responses provided by each of the eighteen (18) prospective vendors, City staff is confident Vanguard Cleaning Systems can provide the best service at the best value; and

WHEREAS, the City of Schertz will fund the cleaning services provided by Vanguard Cleaning Systems through the approved 2024-2025 annual budget.

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

Section 1. The City Council hereby authorizes a contract with Vanguard Cleaning Systems for commercial cleaning services at all City owned facilities substantially as set forth in Exhibit A.

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

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

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

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

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and

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

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

PASSED AND ADOPTED, this ____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

_____

Ralph Gutierrez, Mayor

ATTEST:

_____

Sheila Edmondson, City Secretary

EXHIBIT A

Custodial Services Agreement with Vanguard Cleaning Systems

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

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

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through April 30, 2028 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

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

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

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

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

Section 3. Compensation

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

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

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

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

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

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

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

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

Section 4. <u>Time of Completion</u>

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

Section 5. <u>Insurance</u>

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. The contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers' liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than $1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be $2,000,000. This coverage shall protect the public or any person from injury or property damage sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least $1,000,000 per

occurrence for bodily injury and property damage or split limits of at least $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

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

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

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

Section 6. <u>Miscellaneous Provisions</u>

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

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

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

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

report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

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

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

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

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. <u>Termination</u>

(A) This Agreement may be terminated:

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

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

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

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

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

Section 8. <u>Indemnification</u>

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

Section 9. <u>Notices</u>

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

Section 10. <u>No Assignment</u>

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

Section 11. Severability

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

Section 12. Waiver

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

Section 13. Governing Law; Venue

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

Section 14. Paragraph Headings; Construction

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

Section 15. Binding Effect

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

Section 16. Gender

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

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

It is understood and agreed that this Agreement, which incorporates the original RFP, Contractor's

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

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

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

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

Contractor states that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the

Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/tec/1295-Info.htm for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

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

EXECUTED on this the _____ day of _____ , 20__.

CITY:

By: _____
Name: Steve Williams
Title: City Manager

CONTRACTOR:

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

City of Schertz
Attn: Steve Williams, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

CONTRACTOR:

Vanguard Cleaning Systems
Attn: Bobby Perez, Sales Manager
1638 LockHill Selma
San Antonio, Texas 78213

SCOPE OF WORK

General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by the Proposer as part of its proposal, are set forth below.

Project Scope

The contractor shall provide all labor, materials and equipment to perform cleaning services of the municipal building listed below:

FACILITY	CLEANING DAYS	CLEANING TIME	**TOTAL BLDG SQFT	LOCATION
LIBRARY	DAILY	8pm-Complete MON-THURS 6pm-Complete FRI-SUN	30,000 SQFT	798 Schertz Pkwy
CITY HALL	MON-FRI	6pm- Complete	11500 SQFT	1400 Schertz Pkwy, Bldg 1
ADMINISTRATION	MON-FRI	4pm-5pm (HR Offices) 5pm-complete (rest of facility)	9500 SQFT	1400 Schertz Pkwy, Bldg 2
COMMUNITY CENTER	MON-FRI	5PM- Complete	4500 SQFT	1400 Schertz Pkwy, Bldg 3
COUNCIL CHAMBERS	MON, WED, FRI	5PM- Complete	5500 SQFT	1400 Schertz Pkwy, Bldg 4
Police Department	DAILY	10AM-5PM	15,640 SQFT	1400 Schertz Pkwy, Bldg 6
Fire Department	MON-FRI	10AM-5PM	11,960 SQFT	1400 Schertz Pkwy, Bldg 7
EMS Department	MON-FRI	10AM-5PM	9,640 SQFT	1400 Schertz Pkwy, Bldg 8
EMS & Purchasing	MON-FRI	10AM-5PM	3,480 SQFT	1400 Schertz Pkwy, Bldg 9
ANIMAL SERVICES	MON-FRI	8AM-10AM	3000 SQFT	800 Community Circle
PUBLIC WORKS	MON-FRI	5PM- Complete	6000 SQFT	10 Commercial Place Bldg 2
PARKS	MON, WED, FRI	5PM- Complete	2200 SQFT	10 Commercial Place Bldg 1
Engineering	MON, WED, FRI	5PM- Complete	2200 SQFT	11 Commercial Place, Bldg 2
FLEET	MON, WED, FRI	5PM- Complete	2200 SQFT	27 Commercial Place

*This SQFT is for the total building size, the area within the building to be cleaned will be less as some facilities have storage bays or other areas that will not be cleaned.

City of Schertz Furnished Supplies

- Paper goods (toilet tissue, tissue paper, paper towels, toilet seat covers)
- Soaps (antibacterial, liquid, sanitizers and dishwashing soap
- Trash can liners
- Deodorant and urinal blocks or screens
- Air fresheners

Contractor Furnished Supplies

- Cleaning materials and chemicals
- Cleaning tools (mops, brooms, etc.,)
- Contractors shall use separate sets of cleaning equipment for bathrooms, kitchens/breakrooms, and other areas to avoid cross-contamination.

Regular Maintenance Schedule for Kitchen/Breakroom/Sink Areas

Frequency Description: (D) is Daily and (W) is Weekly

- D - Clean all counters, sinks, and cupboards with antibacterial cleaner.
- D - Wipe down all tables and chairs.
- D - Empty and rinse all coffeepots.
- D - Turn off and wipe down coffee machines and clean coffee spills.
- D - Wipe down refrigerators, ranges, microwaves, and vending
- machines.
- D - Dust mop hard tile floors.
- D - Vacuum carpeted floors.
- D - Wet mop hard tile floors with germicidal disinfectant, using separate mop and cleaning solution from other areas.
- W - Clean walls, particularly around drinking fountains and coffee machines.

General Facility Cleaning Requirements

Daily Services

The following services shall be performed daily by the contractor according to the building schedule:

- Sweep all flooring using dust-down preparation; damp mop all flooring in entrance foyers.
- Vacuum all carpeted areas and rugs, moving light Furniture other than desks, file cabinets, etc.
- Spot clean carpets as needed for stains under 5 inches in diameter.
- Empty, clean and damp dust all wastepaper baskets.
- Maintain Resilient Floors.
- Sweep all areas.
- Mop all flooring with disinfectant cleaner.
- Remove spillage.
- Remove gum, tar and other materials.
- Maintain Janitor Closets.
- Clean sink or basin.
- Remove waste and place for disposal.
- Maintain organized supply cabinets and/or shelves.
- Maintain Lavatories.
- Wash and polish all mirrors, powder shelves, bright work, enameled surfaces, etc., including but not limited to, flush-o-meters, piping and toilet seat hinges.
- Wash and wipe dry both sides of all toilet seats.
- Wipes clean all toilet tissues, soap, towel and sanitary napkin dispensers and disposable units.

- Wash all basins, bowls and urinals, and disinfect.
- Wash all partitions, dispensers and receptacles using City of Schertz approved proper disinfectant.
- Empty wastepaper and refuse in a designated area.
- Restock all dispensers with City provided consumables.
- Dust and wipe clean cleared horizontal surfaces, to include seats in public areas and windowsills.
- Clean and polish all water fountains
- Remove all fingerprints, scuff marks and chewing-gum wherever found.

Monthly Services

The following services shall be performed monthly for all buildings:

- Dust all pictures, frames, charts, graphs and similar wall hangings not reached in nightly cleaning.
- Dust all vertical surfaces such as partitions, ventilating louvers, fresh air register grills and others not reached in daily cleaning.
- Dust all mini and/or vertical blinds.

Emergency Cleaning for Biological Cleanup

- The contractor shall be available for on-call emergency biological cleanup for blood or other bodily substances/fluids to ensure proper cleaning and disinfecting as needed to prevent the spread of germs and/or diseases. This will be considered an additional service and separate fees outside the normal cleaning will be authorized.
- The contractor shall be solely responsible for ensuring personnel conducting a biological cleanup are provided with effective equipment to perform the task in accordance with OSHA Guidelines.
- The contractors' rate for this service shall be included in the cost proposal.

Entrance Lobbies

Daily Services

The following services shall be performed daily by the contractor according to the building schedule:

- Sweep and mop flooring
- Clean all glass entrance doors, and glass adjacent to the doors
- Empty and clean trash containers. Reline with container liner
- Clean cigarette urns
- Clean lobby area and area outside the front door up to twenty (20) feet for loose debris
- Vacuum runner carpets
- Empty trash bins outside of lobby entrances, as well as courtyard of Library

Alternate Quarterly Service – Library Bookshelf Cleaning

The following quarterly service is an optional addition to the proposal. The City may elect to award this service either as part of the main custodial service agreement to the same

Contractor selected for the primary contract, or as a separate standalone agreement to a different vendor, based on the best value for the City. Additionally, the City reserves the right to forgo awarding this optional service at this time. Submitting a quote for this alternate service is optional, and failure to submit a quote for this portion of the RFP will not disqualify a proposal from consideration for the primary custodial services.

Bookshelf Cleaning at Schertz Library

Once per Quarter the City is requesting all bookshelves and books in the library be thoroughly cleaned and dusted in the following manner:

- Starting with the top shelf of the first section in a range, wipe dust from top of books or items with a duster or microfiber cloth
- Remove items from the top shelf and place them on a cart in the order they were on the shelf
- Remove dust on the shelf with a duster, microfiber cloth, or vacuum
- Replace items on the shelf in correct order, lining up along the front edge of the shelf and using bookends to hold upright as required.
- Move to the next shelf and repeat the above steps until all shelves in a range are complete
- Vacuum any dust or dirt that may have fallen onto the floor in front of the shelves

Cleaning Method

No Chemicals or damp cloths are to be used on books or magazines. A damp cloth and/or multipurpose cleaner may be used on the shelves, if necessary, but shelves must be dry before replacing items on the shelf.

Cleaning Times

This service must be completed outside of regular business hours. Work may be completed between 8:00am-10:00am, or after closing hours, which is 8:00pm (Mon-Thurs) and 6:00pm (Fri-Sun).

General Contractor Requirements

- All work done for the Schertz Library shall be performed during non-business Library hours as directed.
- Access to all City buildings shall be coordinated with Facility Services staff
- Contractor shall ensure that exterior doors remain locked while work is performed and that only authorized individuals are on premises
- Contractors shall only use lighting provided and not override automated lighting controls
- The City shall approve all chemicals used in City buildings prior to Contractor's use.

Contractor Staff Requirements

- Be at least eighteen (18) years of age
- Pass a pre-employment drug screening

- The City would prefer it if staff already have had a CJIS Criminal Background check as it will be required to have for some facilities and would expedite the onboarding process.
- Pass a nationwide criminal background check to include Sex Offender Registry and county criminal record searches based on all known addresses in past ten (10) years to be performed by the City of Schertz
- Contractors working in the Animal Care Services Building will be required to pass a CJIS Criminal Background Check. Have reference checks performed
- Contractor shall provide uniforms for all staff working on City Property which displays the Contractors company logo. Uniforms shall be worn during the performance of work.
- Identification Badging: The City will issue an identification badging which will provide electronic access to facilities. Contractors shall always wear and have badges visible to City staff while working. The contractor is responsible for ensuring the security of all issued badges and returning badges to the City when staff will no longer be performing services. The contractor will report all loss or theft of badges as soon as possible within twenty-four (24) hours after loss of badge.

Official City Holidays and Non-Workdays

City facilities are closed on the following City Holidays and no service will be provided:

New Years Day	Martin Luther King Jr Day	Presidents Day
Juneteenth	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans Day
Thanksgiving	Black Friday	Christmas Eve & Christmas Day

If any of the above non-workdays falls on a Saturday, City offices will be closed the preceding Friday. For holidays falling on Sunday, excepting Easter, City offices will be closed the following Monday. If any holiday falls on a day preceding a Friday or follows a Monday, then Friday or Monday will also be considered a day for which City offices are closed.

For Non-Scheduled Emergencies which require closure of Fleet & Facilities, Public Works, Council Chambers, Chamber of Commerce and that cleaning services will not be performed, the City will attempt to notify Contractor as soon as possible.

Property Access

- Parking: Contractor shall park in the general area where public parking is provided for all to use.
- Building Access: Contractor shall enter the buildings in the following manner:
- Library: On the west side of the complex entering the office/staff area
- Fleet & Facilities, and Public Works: through the main and side entrances
- Chamber of Commerce and Council Chambers must be entered through the main entrance of the facility. City Staff will open Council Chambers on the days of service.
- Animal Care Services enter through the main entrance in the front

- City Hall and Administration: Contractor shall enter on the doors facing the south end of both facilities

Permitted Work Locations and Times

The contractor may not begin cleaning services prior to the specified cleaning times, which are also referenced in the table above. The start and completion times listed below are subject to change with a minimum of three (3) days' written notice to the contractor.

- Schertz Library: The contractor shall begin work in the office and staff areas at 8:00 PM (Mon-Thurs) and 6:00 PM (Fri-Sun). Cleaning of the remaining facility may occur after all library patrons (excluding staff) have departed, typically within fifteen (15) minutes after closing.
- Police Dept, Fire Dept, EMS Dept, EMS Billing & Purchasing: Contractor shall complete cleaning between 10:00am-5:00pm
- Administration Building: Contractor shall clean the HR Offices between 4:00pm-5:00pm, the rest of the facility will be cleaned after business hours starting at 5:00pm
- City Hall, Administration (other than HR Offices), Community Center, Council Chambers, Public Works, Parks, Engineering, and Fleet facilities contractor can start cleaning after business hours at 5:00pm.
- Animal Services: Cleaning shall be completed between 8:00am-10:00am prior to the facility opening to the public.

Communication

The Contractor shall communicate through group email format, which will be provided by the City. The guidelines for this communication are stated below:

- The contractor shall communicate through group email all information related to the facility and/or the services being provided. Contractor shall have a maximum time of24-hours from the day of service provided, if a problem occurs or exists, to notify the City unless otherwise noted in this contract.
- Library staff will provide feedback as related to the service of this contract through the group email provided by the City within a maximum time of 24 hours from day of service provided, if a problem occurs or exists, to notify Contractor and Facility Services.
- Facility Services will be main point of contact with Contractor to provide feedback and any correspondence with Contractor and/or Library staff as it relates to the terms of this contract.
- If for any reason email communication cannot occur, all parties must use any available means or resource available that can reasonably be accommodated.

Safety Plan

The following Safety Plan is for the protection of people and property affected by the services performed under this agreement:

- The Contractor shall create, maintain, and supervise conditions and programs to facilitate and promote safe execution of the Work, and shall supervise the Work with the attention and skill required to assure its safe pcrfo1mancc. Safety provisions shall conform to OSHA requirements and all other federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these conditions are in conflict, the more stringent requirement shall be followed.
- The Contractor shall employ methods, safety precautions, and protective measures that will reasonably prevent damage, injury or loss to:
  - The public, in general; patrons, visitors, guests and City employees and
  - Materials and equipment or other prope1ty located within or part of the City facilities.
- The Contractor shall promptly notify and remedy of damage and loss to property, caused in whole or in part by the fault or negligence of the Contractor, or anyone for whose acts they may be liable as provided below:
  - Non-Emergency - Notifications of any damage or loss of property should be reported within a 24-hour period for any non-critical item, element, or condition that does not place any potential risk to personal safety and/or potential damage to property that exists or occurs during any time of work being performed.
  - Emergency - Contractor shall notify City immediately if any damage or loss of prope1ty that places any potential risk to personal safety and/or prope1ty exists or occurs during the time of work being performed.
- The Contractor shall provide the City all information related to all necessary Personal Protection Equipment (PPB) provided to their staff: any and all Safety Data Sheets (SDS) on cleaning materials and/or chemicals used or to be used in the performance of the scope of services.
- The Contractor must maintain safety of operations and provide any other reasonable safeguards including but not limited to; warnings against hazards as may be required for safety, any protection during performance of the work, and shall notify the City and users of any work site conditions that may exist or arise which may jeopardize their safety.

Orientation

The City requires that the contractor's custodial staff attend a mandatory orientation one week prior to the start of the contract, on that Monday. During this orientation, staff will receive badges for facility access, undergo background checks, and be familiarized with the city's facilities. This session will also ensure that all required cleaning supplies and equipment are available or arranged for delivery, allowing cleaning work to begin on the first day of the contract.

The City would prefer it if staff have already completed a CJIS Background check previously, but it is not required.

COST

PROPOSAL

Proposal of: **VANGUARD CLEANING SYSTEMS**

To: **The City of Schertz**

RFP Title: **City Custodial Services**

RFP#: **2025-004**

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

Pricing for Regular Services

The proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

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

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

Library (Seven (7) Cleanings Per Week)

Rate per Cleaning $160.87
Weekly Rate $1,126.09
Monthly Rate $4,842.33

City Hall (Five (5) Cleanings Per Week)

Rate per Cleaning $58.51
Weekly Rate $292.55
Monthly Rate $1,257.86

Administration (Five (5) Cleanings Per Week)

Rate per Cleaning $48.75
Weekly Rate $243.75
Monthly Rate $1,048.13

Community Center (Five (5) Cleanings Per Week)

Rate per Cleaning $14.63
Weekly Rate $73.15
Monthly Rate $314.44

Council Chambers (Three (3) Cleanings Per Week)

Rate per Cleaning $29.25
Weekly Rate $87.75
Monthly Rate $377.32

Police Department (Seven (7) Cleanings Per Week)

Rate per Cleaning $97.19
Weekly Rate $680.33
Monthly Rate $2,925.56

Fire Department (Five (5) Cleanings Per Week)

Rate per Cleaning $39.00
Weekly Rate $195
Monthly Rate $838.50

EMS Department (Five (5) Cleanings Per Week)

Rate per Cleaning $39.00
Weekly Rate $195
Monthly Rate $838.50

EMS Billing & Purchasing (Five (5) Cleanings Per Week)

Rate per Cleaning $29.25
Weekly Rate $146.25
Monthly Rate $628.88

Animal Services (Five (5) Cleanings Per Week)

Rate per Cleaning $39.00
Weekly Rate $195
Monthly Rate $838.50

Public Works (Five (5) Cleanings Per Week)

Rate per Cleaning $53.65
Weekly Rate $268
Monthly Rate $1,153.37

Parks Dept (Three (3) Cleanings Per Week)

Rate per Cleaning $34.10
Weekly Rate $102.30
Monthly Rate $439.91

Engineering Dept (Three (3) Cleanings Per Week)

Rate per Cleaning $34.10
Weekly Rate $102.30
Monthly Rate $439.91

Fleet Department (Three (3) Cleanings Per Week)

Rate per Cleaning $34.10
Weekly Rate $102.30
Monthly Rate $439.91

On-Call / Temp Porters- Four (4) hour minimum

Rate per Hour Per Porter $35

On-Call Emergency Biological Cleanup (As Needed)

Rate per Cleaning $150

Pricing for Alternate Quarterly Service – Library Bookshelves

Bookshelf Cleaning (Once per Quarter)

Rate per Hour $19.50
Rate per Month $419.23

Payment Terms

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

VANGCLE-01 NVAZQUEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2025

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

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

PRODUCER License # 0757776
HUB International Insurance Services Inc.
PO Box 4047
Concord, CA 94524-4047

CONTACT NAME: Salvatore Romano
PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572
E-MAIL ADDRESS: cal.cpu@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : James River Insurance Company	12203
INSURER C : Federal Insurance Company	20281
INSURER D : National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER E :	
INSURER F :	

INSURED
Brett Systems, Inc. DBA: Vanguard Cleaning Systems of Central Texas
& its Unit Franchisees
1638 Lockhill Selma Rd
San Antonio, TX 78213

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X PD Ded: $2,000 X Per Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X	X	RM1GL00056-241	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	CA43600360-09	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			9363-96-89	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	Crime			03-933-34-41	5/1/2024	5/1/2025	EmplThft/Forgery/Alt	1,000,000
D	Crime			03-933-34-41	5/1/2024	5/1/2025	Clients Prop	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Please Note: Workers Compensation and Owned Auto is handled by the individual Vanguard office, not HUB International. Please contact your service representative for certificate requirements on these policies.

Revised 02/04/2025 This certificate rescinds and supersedes any and all prior certificates issued on behalf of the Named Insured.

City of Schertz is Additional Insured with regard to the General Liability policy when required by a written contract, per the attached endorsement form CG2010 12/19 & CG2037 04/13. Waiver of Subrogation with regard to the General Liability policy applies when required by a written contract, per the attached SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2024

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

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

PRODUCER
Progressive Advantage Agency
300 N Commons Blvd, Mayfield Village, OH 44143

CONTACT
NAME: Progressive Business Insurance Team
PHONE (A/C, No, Ext): 1-888-302-8533
FAX (A/C, No):
E-MAIL ADDRESS: businessinsurance@email.progressive.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AmTrust Insurance Company	15954
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
A&M Cleaning Solutions LLC
18819 FM 2252 Suite 9
Garden Ridge, TX 78266

COVERAGES **CERTIFICATE NUMBER:** 245170305929260541D080624T181611 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	KWC1364631	07/21/2024	07/21/2025	PER STATUTE / X / OTH-ER	Above State Minimum
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Excluded Parties:Alonzo Whittington, Marisol Whittington

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Paul

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SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

2025-004 - City Custodial Services

Scoring Summary

Active Submissions

	Total	Proposer's Qualifications, Abilities, and Reputation	Quality of Proposed Services	Cost	Responsiveness of Proposal
Supplier	/ 100 pts	/ 30 pts	/ 30 pts	/ 30 pts	/ 10 pts
Vanguard Cleaning Systems Texas Regions	79.76	25.6	26.4	19.56	8.2
Kleen-Tech Services Corporation	78.85	24.8	25.2	20.45	8.4
Ambassador Services LLC	76.67	20	22.4	26.07	8.2
Del Sol Solutions	75.89	22.4	23.4	22.29	7.8
TECHNOLOGIES LINK BUSINESS AND SERVICES CORPORATION	72.17	19.6	17.4	29.37	5.8
City Wide Maintenance of San Antonio	67.45	20	19.6	21.85	6

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

	Total	Proposer's Qualifications, Abilities, and Reputation	Quality of Proposed Services	Cost	Responsiveness of Proposal
Supplier	/ 100 pts	/ 30 pts	/ 30 pts	/ 30 pts	/ 10 pts
American Facility Services, Inc.	65.83	23.6	17.4	17.43	7.4
Davis Moving & Cleaning LLC	60.33	21	20.8	12.33	6.2
NVS CORPORATE SERVICES	58.54	19	19.4	13.94	6.2
Jan Pro of San Antonio	57.68	20.8	19	12.48	5.4
Service First Janitorial	56.02	17.2	13.8	21.02	4
De La Paz Cleaning and Rental Services, LLC	55.86	21.8	21.8	6.66	5.6
OpenWorks	55.53	18.2	17.4	14.33	5.6
CBT Partners Ltd., dba Jani-King f San Antonio	51.6	7.6	10.8	30	3.2

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

	Total	Proposer's Qualifications, Abilities, and Reputation	Quality of Proposed Services	Cost	Responsiveness of Proposal
Supplier	/ 100 pts	/ 30 pts	/ 30 pts	/ 30 pts	/ 10 pts
Bluebonnet Cleaning Service, LLC	51.58	16.2	18	11.58	5.8
United Service Associates	48.59	13	14.6	16.59	4.4
Legacy Vision Preservation	19	7.4	7.4	1.2	3
SCMS Premier LLC	11.44	3.4	5.4	1.04	1.6

Eliminated Submissions

	Proposer's Qualifications, Abilities, and Reputation	Quality of Proposed Services	Cost	Responsiveness of Proposal
Supplier	/ 30 pts	/ 30 pts	/ 30 pts	/ 10 pts
Slate USA Inc.	-	-	-	-

Agenda No. 6.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Public Works**
Subject:	**Resolution 25-R-041 – Authorizing a One-Year Agreement for Management Services with CVLGC (B.James/L.Busch)**

BACKGROUND

In 2021, the Cibolo Valley Local Government Corporation (CVLGC) and the City of Schertz approved an extension to the Management Services Agreement for a three-year term which expired at the end of last fiscal year.

Previously, in 2020, to support the CVLGC, the City of Schertz and CVLGC developed a Management Services Agreement that will allow for the City of Schertz to provide Purchasing, IT, and other business-related support to CVLGC that would be reimbursed on an actual expense basis by tracking hours /salary.

This agreement consolidates services from multiple previous amendments as provided in the attached agreement document. The term of the agreement is February 27th, 2025 through February 27th, 2026 with the option to renew upon mutual agreement.

GOAL

To authorize the Management Services Agreement.

COMMUNITY BENEFIT

In addition to helping ensure CVLGC maintains compliance with state/local law, through this MSA, Schertz is controlling costs which would impact tax rates and fees passed along to Schertz residents, as well as maintaining our partnership with CVLGC.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of the Resolution authorizing the Management Services Agreement.

RECOMMENDATION

Approval of Resolution 25-R-041.

Attachments

Resolution 25-R-041 with Attachment

RESOLUTION 25-R-041

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF SCHERTZ AND THE CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the "City") and the Cibolo Valley Local Government Corporation ("CVLGC") have determined that the CVLGC requires management services and business related support; and

WHEREAS, City staff has determined that the City is qualified to provide such services for the CVLGC; and

WHEREAS, the City staff of the City of Schertz has recommended that the City approve the agreement as adopted by the CVLGC Board of Directors in Resolution # CVLGC2025-01; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with CVLGC pursuant to the Agreement for Management Services Between the City of Schertz and the Cibolo Valley Local Government Corporation attached hereto as Exhibit A ("Agreement For Management Services").

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 Agreement with CVLGC in substantially the form set forth on Exhibit A ("Agreement For Management Services").

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

“AGREEMENT FOR MANAGEMENT SERVICES”

AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION AND
THE CITY OF SCHERTZ

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF GUADALUPE

THIS AGREEMENT executed the 27TH day of FEBRUARY, 2025 by and between the Cibolo Valley Local Government Corporation (hereinafter referred to as "CVLGC") acting by and through its Board of Directors, situated in Guadalupe County, Texas, and the CITY OF SCHERTZ (hereinafter referred to as "Schertz") acting by and through its City Manager is as follows:

WITNESSETH:
I.

SCHERTZ agrees to provide services to CVLGC according to the terms of this Agreement and as directed by the CVLGC Executive Director. The Executive Director of CVLGC shall be charged with the responsibility of carrying out CVLGC's operations and programs as approved by the CVLGC Board. Direct services which the SCHERTZ shall perform for CVLGC pursuant to this Agreement shall include, but not limited to the following:

1. IT support that includes email accounts for CVLGC personnel and updating website
2. Posting of agendas and provide meeting space as required
3. Physical address and space in Public Works for CVLGC paper files
4. Copying and scanning of CVLGC documents
5. Purchasing support IAW purchasing policy
6. Provide any and all other services as agreed to by the Executive Director of CVLGC and SCHERTZ, as needed.

SCHERTZ's services under this Agreement are subject to the oversight and direction of the CVLGC Board of Directors and CVLGC Executive Director. SCHERTZ reserves the right through this agreement to utilize SCHERTZ's Representative for duties performed under this agreement. In performing its duties under this agreement, SCHERTZ shall act for the benefit of CVLGC and not for any individual.

CVLGC and its authorized representatives shall have the right during normal business hours, upon three business days' prior written notice, to audit, examine, or reproduce any documents or records of SCHERTZ related to the performance of its duties under this agreement.

II.

Subject to, and upon approval by CVLGC of its initial budget and budgets for subsequent years, as such budgets may be amended from time to time, CVLGC shall reimburse SCHERTZ the cost for the management services provided to CVLGC by SCHERTZ pursuant to this Agreement as described in the following paragraph. Such payments shall be paid within ninety (90) days of receipt of an invoice from SCHERTZ.

To compensate SCHERTZ for the costs it will incur to perform the services described in this Agreement, CVLGC will reimburse SCHERTZ the actual expenditures incurred. SCHERTZ will submit invoices for services to CVLGC on a quarterly basis.

In the event of the termination of this Agreement, CVLGC will be responsible for paying SCHERTZ only the portion of the cost allocated to periods prior to the effective date of termination.

III.

Subject to early termination as provided in below, this Agreement shall be in effect for a period of one year commencing February 27th, 2025 and ending February 27th, 2026 unless otherwise renewed or extended at the discretion of both parties.

IV.

TERMINATION:

1. This Agreement may be terminated by CVLGC or SCHERTZ, in whole, or from time to time in part, upon ninety (90) days written notice from the terminating party to the other party. The effective date of termination shall be ninety (90) days after delivery of Notice of Termination specifying to what extent performance or work under the Agreement shall be terminated ninety (90) days after receipt by the notified party.

2. After receipt of a Notice of Termination SCHERTZ shall:

    a. Stop work on the date as specified in the Notice of Termination to extent possible.

    b. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.

    c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.

    d. CVLGC shall pay expenses incurred through the date of termination.

CITY OF SCHERTZ

1400 Schertz Parkway
Schertz, TX 78154

_____

CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION
10 Commercial Place
Schertz, Texas 78154

_____
Justin Murray, President

Agenda No. 7.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Engineering**
Subject:	**Resolution 25-R-043 - Amending Resolution 25-R-035 authorizing a task order amendment with Halff Associates, Inc. for the Lookout Road Reconstruction Project (B.James/K.Woodlee/J.Nowak)**

BACKGROUND

On December 6, 2022, Council passed Resolution 22-R-138 authorizing a not-to-exceed amount of $330,000 for a Task Order with Halff Associates for the design of the Lookout Road Reconstruction project. During the course of the project design, it was identified that some widening was needed at the Schertz Parkway and Lookout Road and Doerr Lane and Lookout Road intersections in order to accommodate left-turn lanes for trucks. Additionally, some widening at the Schertz Parkway and Lookout Road intersection is needed in order to maintain the eastbound right turn lane. Having the left turn lanes and maintaining the eastbound right turn lane at the Schertz Parkway and Lookout Road intersection will allow both intersections to function more efficiently and help reduce the long traffic backups that currently occur during peak travel times. Task Order Addendum #1 for these additional services was approved by Council on 7/11/2023 via Resolution 23-R-56, with a new project NTE amount of $511,000.

As the design of the needed widening was finalized, some additional right-of-way needs were identified at both intersections. The original Task Order for the project did not include right-of-way acquisition services and the cost to provide those services would exceed the originally approved not to exceed amount for the Task Order. As a result, Task Order Addendum #2 was needed in order to add most of the cost of the right-of-way acquisition services to the project. By having Halff Associates perform the right-of-way acquisition services, we will ensure that all applicable State and Federal rules for right-of-way acquisitions will be followed.

Task Order Addendum #2 for easement acquisition services was approved by Council on 3/18/2025 via Resolution 25-R-035, adding $60,320 to the project and increasing the total project NTE to $571,000. However, Resolution 25-R-035 did not include reference to Task Order Addendum #1 and therefore did not accurately reflect the new project NTE amount.

This resolution (25-R-043) simply seeks to amend Resolution 25-R-035 by referencing Task Order Addendum #1 and reflecting the accurate project NTE amount. No additional services or funds are being requested with this agenda item.

GOAL

Amend Resolution 25-R-035 authorizing Task Order Addendum #2 with Halff Associates for the Lookout Road Reconstruction Project.

COMMUNITY BENEFIT

Acquiring additional right-of-way at the Schertz Parkway and Lookout Road and Doerr Lane and Lookout Road intersections will provide additional street width needed to accommodate turn lanes for larger vehicles.
While there is currently enough pavement width at both intersections for typical personal vehicles, this area has a lot of truck traffic due to the industrial nature of the area. If the Schertz Parkway and Lookout Road intersection is not widened, then a left turn lane could not be provided on Schertz Parkway and the existing eastbound right turn lane on Lookout Road (from Selma) would need to be eliminated. This would decrease the efficiency of this intersection, causing traffic to back up more than it currently does

during peak-hour times. Providing the left turn lane and maintaining the existing right turn lane, will improve the efficiency of the intersection and help reduce traffic backups. Similarly, at the Doerr lane intersection, providing a left turn lane that can accommodate large vehicles (trucks) will also improve the intersection efficiency. Increasing this intersection's efficiency will also help mitigate the additional traffic expected from the current and future development of the Royal Manufacturing Subdivision (both sides of Tejas Way).

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-043

FISCAL IMPACT

This project, both design and construction, is funded by the Schertz Economic Development Corporation (EDC). EDC previously authorized a not-to-exceed amount of $770,000 for the project design.

Fiscal Impact to Date
Resolution 22-R-138 - approved the Task Order with Halff Associates for the Lookout Road Reconstruction Project with a NTE of $330,000.
Resolution 23-R-56 - approved Task Order Addendum #1 for additional services increasing the total project NTE to $511,000.
Resolution 25-R-035 - approved Task Order Addendum #2 for easement acquisition services increasing the total project NTE to $571,000.

No additional funds are being requested with Resolution 25-R-043.

RECOMMENDATION

Approval of Resolution 25-R-043

Attachments

Resolution 25-R-043 with Attachments
Resolution 25-R-035 (for reference only)

RESOLUTION 25-R-043

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING RESOLUTION 25-R-035 AUTHORIZING TASK ORDER ADDENDUM #2 WITH HALFF ASSOCIATES, INC., FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE LOOKOUT ROAD RECONSTRUCTION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITHTH

WHEREAS, on December 6, 2022, the City Council of the City of Schertz approved Resolution 22-R-138 authorizing a Task Order with Half Associates, Inc. with a not-to-exceed amount of $330,000.00 for the design of the Lookout Road Reconstruction Project; and

WHEREAS, on July 11, 2023, the City Council approved Resolution 23-R-56 authorizing Task Order Addendum #1 with Halff Associates, Inc. increasing the project not-to-exceed amount to $511,000 to incorporate additional services into the project design scope to include intersection widening; and

WHEREAS, on March 18, 2025 the City Council approved Resolution 25-R-035 authorizing Task Order Addendum #2 with Halff Associates, Inc. for additional easement acquisition services and reflected a new project not-to-exceed amount of $390,000, but did not include the amount of $181,000 added by Task Order Addendum #1; and

WHEREAS, Staff recommends amending Resolution 25-R-035 to reflect the incorporation of Task Order Addendum #s 1 and 2 to reflect an accurate total project not-to-exceed amount of $571,000; and

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

Section 1. The City Council hereby amends Resolution 25-R-035 to reflect the incorporation of Task Order Addendum #s 1 and 2 to reflect an accurate total project not-to-exceed amount of $571,000 with Halff Associates, Inc. for the Lookout Road Reconstruction Project**.** Task Order Addendum # 1 attached as Exhibit A and Task Order Addendum #2 attached as Exhibit B.

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

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

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

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

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

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

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

TASK ORDER ADDENDUM #1

This is Task Order
No. 12 , **Addendum #1**
consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: TBD

b. Owner: City of Schertz

c. Engineer: Halff Associates, Inc.

d. Lookout Road Reconstruction (0.65 Miles)

e. Specific Project (description):

- Reconstruct Lookout Road from Doerr Lane to Schertz Parkway to include 42-foot flexible pavement section utilizing existing curb and gutter,
- Upsize and replace existing sewer lines with 18-inch sewer lines along the same corridor.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under Task Order Addendum #1 are as follows:

- Design (90% & 100%)
  - Prepare construction documents for the additional roadway design limits at the Doerr Lane and Schertz Parkway intersections with Lookout Road and include the sidewalk design along both sides of Lookout Road.
  - Prepare Traffic Control Plans and plans for pavement markings, signing, and delineators for the two (2) intersections.
  - Prepare structural wall plan and profile sheets and detail sheets for the widening at the Lookout Road and Schertz Parkway intersection.
  - Design structural modification for RAC-R walls to accommodate specifical site conditions (located along the proposed sidewalk on top of the existing box culverts)
  - Additional identification and coordination of all affected utilities and

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coordination of plans for utility relocation within the roadway widening limits.
    - Extend the limits of the high-level hydrologic analysis of the existing conditions and include in the technical memo.
    - Perform hydrologic and storm sewer calculations for the storm sewer relocations for roadway widening.
    - Develop plan and profile sheets as well as details for the storm sewer relocations for roadway widening.
    - Extend the limits of the Storm Water Pollution Prevention Plan and Best Management Practices Plan for control of erosion during and after construction.
- Survey
    - Perform additional site topography required to collect information needed in the design of the Project. The additional survey is along Doerr Lane, Schertz Parkway, and Lookout Road (west of Schertz Parkway) for the anticipated intersection widening.
    - Perform boundary survey to identify the existing ROW limits for four (4) properties.
    - Develop right-of-way (ROW) exhibits and metes and bounds for ROW to be acquired for the intersection widening at Lookout Road and Doerr Lane and Lookout Road and Schertz Parkway. ROW exhibits will be provided for four (4) properties.
- SUE Level B
    - Halff will designate an additional 830 linear feet of utilities per the original Task Order No. 12 scope. The additional Level B SUE designations are along Doerr Lane, Schertz Parkway and Lookout Road (west of Schertz Parkway) for the anticipated intersection widening.
- Geotechnical Services
    - Additional analysis for retaining wall recommendations, including an additional bore at the proposed wall and global stability analysis. Halff charges 10% on top of Raba-Kistner's fee for administrative effort.
- CCTV Sanitary Sewer Lines
    - Add the service for Fuquay, Inc. (Fuquay) to provide CCTV for the existing 8"-12" sanitary sewer lines.
    - Proposal provided by Fuquay under Attachment II and Attachment III, dated February 10, 2023. Halff charges 10% on top of Fuquay's fee for administrative effort.
- Bid Phase Services
    - Additional construction phase effort for the extended project limits and the addition of the proposed structural wall, sidewalk, and storm sewer.
- Construction Phase Services
    - Additional construction phase effort for the extended project limits and the addition of the proposed structural wall, sidewalk, and storm sewer.

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3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and as follows:

- Right-of-Entry
  - The City shall obtain right-of-entry to the four (4) properties, from which right-of-way will be acquired, prior to performing the additional surveys listed in Item 2 above.
- Cleaning of Existing Sanitary Sewer Lines
  - The City shall clean the existing sanitary sewer lines prior to the CCTV fieldwork.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	**Furnish:** **1. The consultant will submit one set of plans and specifications at the 90% milestone and two sets of plans at the 100% milestone.** **2. The consultant will submit a separate geotechnical report for the retaining wall recommendations.** **3. The consultant will submit one video and one final report developed by Fuquay.**	**Halff personnel will be available to commence work upon written notice to proceed and right-of-entry to private properties at the intersections.**
Owner	**1.** Notice to Proceed **2.** Provide right-of-entry **3.** Clean existing Sanitary Sewer Lines	**As Coordinated**

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Fee provided shall be considered lump sum for the services described in this Task Order. ***See attached Exhibit B for Fee Schedule.***

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

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6. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is to be determined.

OWNER:	ENGINEER:
By: _____	By: _____
Print Name: Steve Williams	Print Name: Rachel De Luna, PE
Title: City Manager	Title: Public Works Project Manager
	Engineer License or Firm's: F-312 State of: Texas
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email Address: _____	Email Address: _____
Phone: _____	Phone: _____

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EXHIBIT B - FEE SCHEDULE

Lookout Road - City of Schertz

Estimated Level of Effort for Intermediate and Final Design, and Construction Phase Services

POSITION DESCRIPTION	Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Sr. GIS	Survey Technician	Admin Assistant	SUE Designating	RPLS Manager	SUE Field Manager	SUE/Survey Crew 2-man	SubConsultant Fee	Total Labor hrs.	Cost
BILLABLE LABOR RATES	$265.00	$220.00	$190.00	$135.00	$125.00	$135.00	$80.00	$135.00	$235.00	$186.00	$180.00	Lump Sum		
INTERMEDIATE DESIGN PHASE SERVICES (90%)														
1) Engineering Services														
Project Administration and Coordination														
1. Project Management	1	8	6										15	$3,165.00
2. Public Involvement Meetings (1 meeting, 3 exhibits)													0	$0.00
3. Prepare Monthly Invoices and Progress Reports (Assumes 10 Invoices)													0	$0.00
Roadway Design (90%)														
1. Develop Roadway Geometry (Horizontal & Vertical)		2	4	8									14	$2,280.00
2. Develop Typical Sections			4	8									12	$1,840.00
3. Develop Removal Plan Layout Sheets		2	4	8									14	$2,280.00
4. Develop Title Sheet, Index Sheet, and Project Layout Sheets			2	4									6	$920.00
5. Develop Roadway Plan & Profile Layout Sheets	1	2	12	24									39	$6,225.00
6. Develop Traffic Control Plan Layout Sheets	1	2	16	32									51	$8,065.00
7. Develop Traffic Control Sequence of Construction & Narrative		2	8	8									18	$3,040.00
8. Develop Intersection Layouts		4	12	24									40	$6,400.00
9. Develop Cross Sections		2	6	12									20	$3,200.00
10. Structural Walls Plan, Section and Details	4	10	20	40									74	$12,460.00
11. Develop Roadway Quantity Summaries		2	4	8									14	$2,280.00
12. Develop Construction Cost Estimate		2	8	16									26	$4,120.00
Utility Design/Coordination (90%)														
1. Utility Design/Coordination Meetings														
a. Utility Design/Coordination Meetings (Assumes 1 Meetings Total)		2	2										4	$820.00
b. Coordination of Utility Adjustments			8	16									24	$3,680.00
c. Technical Assistance and Meeting Exhibits		2		8									10	$1,520.00
2. Develop Utility Tracking Report		2	4	16									22	$3,380.00
3. Utility Investigation (As-Builts, Field Observations)			4	8									12	$1,840.00
4. Prepare Sewer Plan and Profile													0	$0.00
5. Prepare Schematic Bypass Plan													0	$0.00
6. Develop Construction Cost Estimate													0	$0.00
Drainage (90%)														
1. Hydrologic Data Collection, Review, and Analysis		2	4	8	1								15	$2,405.00
2. Prepare Existing Watershed Maps			1	4	1								6	$855.00
3. Develop Drainage Technical Memo			4	8									12	$1,840.00
4. Develop SWGP Layouts			4	8									12	$1,840.00
5. Prepare Drainage Plan and Profile		2	4	8	8								22	$3,280.00
6. Perform Drainage Calculations			2	4									6	$920.00
7. Develop Construction Cost Estimate		2	2	4									8	$1,360.00
Signing and Pavement Markings (90%)														
1. Develop Signing/Striping Layout Sheets	1	2	4	16									23	$3,625.00
2. Prepare Signing/Striping Quantity and Plan Summaries	1	2	4	16									23	$3,625.00
Total Hours	9	54	153	316	10	0	0	0	0	0	0		542	
SUMMARY														
HOURS SUB-TOTALS	9	54	153	316	10	0	0	0	0	0	0		542	-
BILLABLE RATE PER HOUR	$265.00	$220.00	$190.00	$135.00	$125.00	$135.00	$80.00	$135.00	$235.00	$186.00	$180.00			-
TOTAL - Engineering Services (Roadway Design Phase)	$2,385.00	$11,880.00	$29,070.00	$42,660.00	$1,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$87,245.00
2) Surveying Services														
1. Record Research, Develop Base Map, and Establish Apparent ROW													0	$0.00
2. Establish Project Control and Develop Topographic Survey, Culverts, Storm Sewer, Utilities		2				8			2		20		32	$5,590.00
3. Tie Existing Surface Utilities and Locate Markings													0	$0.00
4. Provide Control Sheets													0	$0.00
5. Collect, Inventory and Photograph Existing Signs													0	$0.00
6. Boundary Survey for 4 Properties at Intersections		4				8			2		20		34	$6,030.00
7. Parcel Exhibits and Metes & Bounds for 4 Properties at Intersections		4				20			8		20		52	$9,060.00
Total Hours	0	10	0	0	0	36	0	0	12	0	60		118	
SUMMARY														
HOURS SUB-TOTALS	0	10	0	0	0	36	0	0	12	0	60		118	-
BILLABLE RATE PER HOUR	$265.00	$220.00	$190.00	$135.00	$125.00	$135.00	$80.00	$135.00	$235.00	$186.00	$180.00			-
TOTAL - Surveying Services	$0.00	$2,200.00	$0.00	$0.00	$0.00	$4,860.00	$0.00	$0.00	$2,820.00	$0.00	$10,800.00	$0.00		$5,590.00

EXHIBIT B - FEE SCHEDULE

Lookout Road - City of Schertz

Estimated Level of Effort for Intermediate and Final Design, and Construction Phase Services

POSITION DESCRIPTION	Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Sr. GIS	Survey Technician	Admin Assistant	SUE Designating	RPLS Manager	SUE Field Manager	SUE/Survey Crew 2-man	SubConsultant Fee	Total Labor hrs.	Cost
BILLABLE LABOR RATES	$265.00	$220.00	$190.00	$135.00	$125.00	$135.00	$80.00	$135.00	$235.00	$186.00	$180.00	Lump Sum		
FINAL ENGINEERING PHASE SERVICES (100%)														
1) Engineering Services														
Roadway Design (100%)														
1. Incorporate Comments From 90% Submittal		1	8	16									25	$3,900.00
2. Final Title Sheet, Index Sheet, and Project Layout Sheets				2									2	$270.00
3. Final Roadway Plan & Profile Layout Sheets		2	4	8									14	$2,280.00
4. Final Structural Walls Plan, Section and Details	1	2	4	16									23	$3,625.00
5. Final Traffic Control Plan	1	2	4	16									23	$3,625.00
6. Final Intersection Layouts	1	2	4	8									15	$2,545.00
7. Final Miscellaneous Details		2	4	8									14	$2,280.00
8. Final Roadway Quantity Summaries		2	4	8									14	$2,280.00
9. Final Construction Cost Estimate		2	4	8									14	$2,280.00
10. Develop Specifications and General Notes	1	2		8									11	$1,785.00
11. Develop Construction Schedule		2	4										6	$1,200.00
12. Develop Project Technical Specification Manual		2	4	8									14	$2,280.00
Utility Design/Coordination (100%)														
1. Incorporate Comments From 90% Submittal													0	$0.00
2. Final Sewer Plan and Profile													0	$0.00
3. Final Schematic Bypass Plan													0	$0.00
4. Final Miscellaneous Details													0	$0.00
Drainage (100%)														
1. Incorporate Comments from 90% Submittal		1	4	8									13	$2,060.00
2. Final Drainage Computation Summary Sheets													0	$0.00
3. Final SW3P Layout Sheets			2	4									6	$920.00
4. Final Drainage Plan and Profile Sheets	1	1	2	4									8	$1,405.00
5. Final Drainage Calculation Sheets		1	2	4									7	$1,140.00
6. Final Construction Cost Estimate		2		4									6	$960.00
Signing and Pavement Markings (100%)														
1. Final Signing/Striping Layout Sheets		1	2	4									7	$1,140.00
2. Final Signing/Striping Quantity and Plan Summaries		1	2	4									7	$1,140.00
Total Hours	5	28	58	138	0	0	0	0	0	0	0		229	
SUMMARY														
HOURS SUB-TOTALS	5	28	58	138	0	0	0	0	0	0	0		229	-
BILLABLE RATE PER HOUR	$265.00	$220.00	$190.00	$135.00	$125.00	$135.00	$80.00	$135.00	$235.00	$186.00	$180.00			-
TOTAL - Engineering Services (Final Design Phase)	$1,325.00	$6,160.00	$11,020.00	$18,630.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$37,135.00
2) Bid Phase Services														
1. Develop Bid Form		1					1						2	$300.00
2. Develop SW3P Manual		1	4	8			1						14	$2,140.00
3. Attend Pre-Bid Meeting and Bid Opening													0	$0.00
4. Provide Response to Contractor's Questions During Bidding Process		1	8	8									17	$2,820.00
5. Develop Final Bid Tab Summary and Recommendation		2		4			1						7	$1,060.00
Total Hours	0	5	12	20	0	0	3	0	0	0	0		40	
SUMMARY														
HOURS SUB-TOTALS	0	5	12	20	0	0	3	0	0	0	0		40	-
BILLABLE RATE PER HOUR	$265.00	$220.00	$190.00	$135.00	$125.00	$135.00	$80.00	$135.00	$235.00	$186.00	$180.00			-
TOTAL - Bid Phase Services	$0.00	$1,100.00	$2,280.00	$2,700.00	$0.00	$0.00	$240.00	$0.00	$0.00	$0.00	$0.00	$0.00		$6,320.00
CONSTRUCTION PHASE SERVICES														
1) Construction Phase Services														
Construction Services														
1. Attend Pre-Construction conference													0	$0.00
2. Review Shop Drawings		2	4	8									14	$2,280.00
3. Review & Respond to Requests for Information (RFIs)		2	4	8									14	$2,280.00
4. Prepare Final As-Built Record Drawings		2		8									10	$1,520.00
Total Hours	0	6	8	24	0	0	0	0	0	0	0		38	
SUMMARY														
HOURS SUB-TOTALS	0	6	8	24	0	0	0	0	0	0	0		38	-
BILLABLE RATE PER HOUR	$265.00	$220.00	$190.00	$135.00	$125.00	$135.00	$80.00	$135.00	$235.00	$186.00	$180.00			-
TOTAL - Construction Phase Services	$0.00	$1,320.00	$1,520.00	$3,240.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$6,080.00

EXHIBIT B - FEE SCHEDULE

Lookout Road - City of Schertz

Estimated Level of Effort for Intermediate and Final Design, and Construction Phase Services

POSITION DESCRIPTION	Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Mid Project Engineer	Engineer EIT/ Lands Arch	Sr. GIS	Survey Technician	Admin Assistant	SUE Designating	RPLS Manager	SUE Field Manager	SUE/Survey Crew 2-man	SubConsultant Fee	Total Labor hrs.	Cost
BILLABLE LABOR RATES	$265.00	$220.00	$190.00	$135.00	$125.00	$135.00	$80.00	$135.00	$235.00	$186.00	$180.00	Lump Sum		
SPECIFIED ADDITIONAL SERVICES														
1) Specified Additional Services														
Specified Additional Services														
Subsurface Utility Engineering (SUE) Level B	1	2		2	2	1	1	10	1	4	8		32	$5,209.00
Subsurface Utility Engineering (SUE) (3 Level A potholes @ $3,000 each)													0	$0.00
Geotechnical Engineering		2										$7,865.55	2	$8,305.55
CCTV Existing Sanitary Sewer Line		2										$9,698.04	2	$10,138.04
Total Hours	1	6	0	2	2	1	1	10	1	4	8		38	
SUMMARY														
HOURS SUB-TOTALS	1	6	0	2	2	1	1	10	1	4	8		38	-
BILLABLE RATE PER HOUR	$265.00	$220.00	$190.00	$135.00	$125.00	$135.00	$80.00	$135.00	$235.00	$186.00	$180.00			
TOTAL - Specified Additiona Services	$265.00	$1,320.00	$0.00	$270.00	$250.00	$135.00	$80.00	$1,350.00	$235.00	$744.00	$1,440.00	$17,583.59		$23,652.59
TOTAL PROJECT SUMMARY														
HOURS SUB-TOTALS	15	109	231	500	12	37	4	10	13	4	68		1003	$166,622.59
BILLABLE RATE PER HOUR	$265.00	$220.00	$190.00	$135.00	$125.00	$135.00	$80.00	$135.00	$235.00	$186.00	$180.00			
TOTAL PROJECT SUMMARY	$3,975.00	$23,980.00	$43,890.00	$67,500.00	$1,500.00	$4,995.00	$320.00	$1,350.00	$3,055.00	$744.00	$12,240.00	$17,583.59		$181,112.59

EXHIBIT B

TASK ORDER ADDENDUM #2

January 13, 2025
AVO 35005.012

John Nowak, P.E.
Assistant City Engineer
City of Schertz Engineering
11 Commerce Place
Schertz, TX 78154
210.619.1825 | jnowak@schertz.com

RE: Lookout Road from Schertz Parkway to Doerr Lane
Additional Services No. 2: Right-Of-Way Acquisition

Dear Mr. Nowak:

We are pleased to present this proposal for additional professional services related to the Lookout Road Improvements Project. We greatly value our ongoing partnership with the City of Schertz and are grateful for the opportunity to collaborate with you on expediting the ROW Acquisition for this important project.

Should you require any further information or clarification, please do not hesitate to reach out. We look forward to continuing our successful collaboration on this project!

Sincerely,
HALFF ASSOCIATES, INC.

Luis A. Cardona, P.E. LGPP
Public Works Team Leader

Attachments: Exhibit B – LOE Spreadsheet, Parcel 1 ROW Exhibit, Parcel 2 ROW Exhibit, Parcel 3 ROW Exhibit

This is Task Order No. 12, **Addendum #2** consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: TBD

b. Owner: City of Schertz (City)

c. Engineer: Halff Associates, Inc. (Halff)

d. Lookout Road Reconstruction (0.65 Miles)

e. Specific Project (description):

- Reconstruct Lookout Road from Doerr Lane to Schertz Parkway to include 42-foot flexible pavement section utilizing existing curb and gutter,
- Upsize and replace existing sewer lines with 18-inch sewer lines along the same corridor.

2. Services of Engineer

The specific services to be provided or furnished by Engineer under Task Order Addendum #2 are as follows:

Task 1 – Right-Of-Way Acquisition (3 Parcels)

a. Project Coordination Services – Halff will provide Project Coordination Services to the City of Schertz. This will include.

1. Teams meeting set up or correspondence via email with City of Schertz staff to review process of each step taken for acquisition. This will include preparation of initial offer letter/package, final offer letter/package, title analysis and review of curative items needed for clear title, funding package preparation and closing services.

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b. **Appraisal Services** – Appraisal Services provided by Valbridge Property Advisors (Paul P. Grafe, MAI, CCIM) will prepare complete appraisal reports for the parcels to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices (USPAP).

c. **Appraisal Review Services** – Appraisal Review Services provided by Lowery Property Advisors (Mario Caro, MAI, AI-GRS, SR/WA) will review appraisal reports for the parcels determine consistency of values, supporting documentation related to the conclusion reached and compliance with City polices and procedures and the USPAP and prepare and submit to the City "Tabulation of Values", for the appraisal.

d. **Acquisition Services** – Halff will provide ROW services to include Acquisition Services.

    1. Analyze appraisal and appraisal review reports and confirm the City's approved value prior to making offer for the parcel.
    2. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
    3. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by City on applicable City forms.
    4. 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.
    5. 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.
    6. Respond to property owner inquiries verbally and in writing within two business days.
    7. Prepare a separate negotiator contact report for the parcel.
    8. Maintain parcel file of original documentation related to the purchase of the real property or property interests.
    9. Advise property owner on the Administrative Settlement process. Transmit to City any written counteroffer from property owner including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with City policy and procedures.
    10. Prepare final offer letter, documents of conveyance as necessary, and provide by CMRRR.

e. **Title and Closing Services** – Halff will provide ROW services to include Title and Closing Services

    1. Secure preliminary title commitments from the Title Company that will be providing title insurance.

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i. The charges from the Title Company for the preliminary title commitments will be paid by the City and **<u>are not included</u>** in Halff's negotiated fee schedule.

2. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submission. The charges from the Title Company for the preliminary title commitment will be paid by the city and **<u>are not included</u>** in Halff 's negotiated fee schedule.
3. Secure title insurance for the parcel acquired, insuring acceptable title to the City. Written approval by the City required for any exception. Title Insurance shall be paid for by the City and **<u>are not included</u>** in Halff's negotiated fee schedule.
4. Halff has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the City.
5. Halff provides closing services in conjunction with the Title Company.
6. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass-through fees at the exact cost supported by the City courthouse receipts. Any related fees will be paid by the city and **<u>are not included</u>** in Halff 's negotiated fee schedule. No administrative fee, management fee, service fee or profit to Halff will be paid.
7. The cost of the recording fees and filing fees are paid by the City and **<u>are not included</u>** in Halff's negotiated fee schedule.

<u>ASSUMPTIONS</u>

Fees do NOT Include:

1. Title Insurance premiums
2. Title Escrow, Search and Commitment Cost ($50.00 - $500.00 per parcel)
3. Title Curative Processing Fees
4. Title Curative Incidental Penalties
5. Real Property Recording Fees
6. Purchase prices.
7. Residential move costs or replacement housing supplements. (estimate between $40,000 to $75,000 per displaced family unit)
8. Business relocation move costs, search fees or re-established costs. (Business relocation can be as low as $40,000 generally up to $250,000)

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9. Relocation incidentals such as, but not limited to mortgage interest differential expenses
10. Asbestos and Abatement
11. Demolition
12. Assumes surveys and legal descriptions will not be revised (see attachments).

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	**Furnish:** **1. The consultant will work closely with the City's representative to complete the ROW Acquisition required for this project.**	**Appraisal Services:** 30-45 Days **Appraisal Review Services:** 5-10 Days after appraisal has been received.
Owner	**1. Notice to Proceed**	**As Coordinated**

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Fee provided shall be considered lump sum for the services described in this Task Order. ***See attached Exhibit B for Fee Schedule.***

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is to be determined.

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OWNER:

By: _____

Print Name: Steve Williams

Title: City Manager

ENGINEER:

By: _____

Print Name: Lamberto Balli, PE, PWLF

Title: Vice President/Director of Public Works

Engineer License or Firm's: F-312
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone: _____

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EXHIBIT B - FEE SCHEDULE

Lookout Road - City of Schertz

Estimated Level of Effort for ROW Acquisition Services

POSITION DESCRIPTION		Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Admin Assistant	Sr. Right-Of-Way	Mid Right-Of-Way	Jr. Right-Of-Way		Total Labor hrs.	Cost
BILLABLE LABOR RATES		$265.00	$220.00	$80.00	$210.00	$160.00	$107.00	Lump Sum		
SPECIFIED ADDITIONAL SERVICES										
1) ROW Acquisition Services										
TASK 1	Right-Of-Way Acquisition									
	a. Project Coordination Services		8	4	40				52	$10,480.00
	b. Appraisal Services (3 Parcels) by Valbridge Property Advisors		6					$10,500.00	6	$11,820.00
	c. Appraisal Review Services (3 Parcels) by Lowery Property Advisors		2					$4,500.00	2	$4,940.00
	d. Acquisition Services (3 Parcels)		14					$30,000.00	14	$33,080.00
	Total Hours	0	30	4	40	0	0		74	
SUMMARY										
	HOURS SUB-TOTALS	0	30	4	40	0	0		74	-
	BILLABLE RATE PER HOUR	$265.00	$220.00	$80.00	$210.00	$160.00	$107.00			
	TOTAL - Specified Additiona Services	$0.00	$6,600.00	$320.00	$8,400.00	$0.00	$0.00	$45,000.00		$60,320.00
TOTAL PROJECT SUMMARY										
	HOURS SUB-TOTALS	0	30	4	40	0	0		74	$60,320.00
	BILLABLE RATE PER HOUR	$265.00	$220.00	$80.00	$210.00	$160.00	$107.00			
	TOTAL PROJECT SUMMARY	$0.00	$6,600.00	$320.00	$8,400.00	$0.00	$0.00	$45,000.00		$60,320.00

halff

Document:	**0.013 Ac. (546 Sq. Ft.) (LRS)**
AVO No:	**35005.012**
Date:	**January 10, 2025**
County:	**Comal**
Survey:	**Toribio Herrera**
Abstract:	**Number 205**

STATE OF TEXAS §
COUNTY OF COMAL §

RIGHT-OF-WAY PARCEL

LEGAL DESCRIPTION FOR
0.013 Acre (546 Sq. Ft.)
R.O.W. PARCEL 1

DESCRIPTION OF 0.013 OF AN ACRE (546 SQ. FT.) TRACT OR PARCEL OF LAND OUT OF THE TORIBIO HERRERA SURVEY, ABSTRACT NO. 205, SITUATED IN COMAL COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK 1 OF THE JOHN FAMILY PROPERTIES, L.L.C. AS SHOWN ON THE PLAT FOUND RECORDED ON MAY 13, 2008, AND FILED AS DOCUMENT NUMBER 200806019024 OF THE MAP OR PLAT RECORDS OF COMAL COUNTY, TEXAS (M.P.R.C.C.T.); THE SAID 0.013 OF AN ACRE (546 SQUARE FOOT) TRACT OR PARCEL OF LAND AS SHOWN ON AN ACCOMPANYING EXHIBIT, INTENDED TO BE UTILIZED AS A RIGHT-OF-WAY (R.O.W.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod with a surveyor's cap inscribed "HERWOOD SURVEYING" in the west line of Shertz Parkway, a dedicated public roadway (ROW Varies), found for the southeasterly end of a cutback at the intersection with Lookout Road a dedicated public roadway (ROW Varies), and being in the northeasterly line of the said Lot 1, Block 1;

THENCE, South 30° 17' 29" East, going along the southwest ROW line of said Shertz Parkway, same being the northeasterly line of the said Lot 1, Block1, a distance of 3.33 feet to a ½ inch iron rod with a yellow surveyors cap inscribed "HALFF" set in the proposed southeasterly ROW line of said Lookout Road, said iron rod being the northeast corner of, and the **POINT OF BEGINNING** of the tract described herein;

THENCE, South 30° 17' 29" East, continuing along the southwest ROW line of said Shertz Parkway, same being the northeasterly line of the said Lot 1, Block1, a distance of **56.62 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set in the southwesterly ROW line of said Shertz Parkway, said iron rod being the southeast corner of, the tract described herein;

THENCE, leaving the southwest ROW line of said Shertz Parkway, same being the northeasterly line of the said Lot 1, Block1, and going over, across and through the said Lot, Block 1, the following four (4) courses and distances:

1) **South 59° 42' 31" West,** a distance of **4.46 feet** to M.A.G. Nail set for the most southwesterly corner of the tract described herein;

2) **North 39° 38' 42" West,** a distance of **35.46 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the point of curvature of curve to the left;

halff

0.013 Acre (546 Sq. Ft.) (LRS)
Page Two

3) Along the arc of said curve to the left, having a **Radius of 60.00 feet**, through a **Central Angle of 12° 46' 16"**, having a **Chord Bearing of North 46°01'50" West**, a **Chord Distance of 13.35 feet**, an **Arc Distance of 13.37 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the point of tangency; and,

4) **North 52° 24' 59" West,** a distance of **9.54 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the point of intersection with the above referenced existing southeasterly ROW Line of Lookout Road, same being the most northwesterly corner of the tract described herein;

THENCE, North 59° 51' 57" East, going along the said existing southeasterly ROW line of said Lookout Road, same being the northwesterly line of said Lot 1, Block 1, a distance of **17.44 feet** to the **POINT OF BEGINNING,** and containing **0.013 of an acre (546 sq. ft.)** of land area within these metes and bounds.

This Description was prepared to accompany an Exhibit of this 0.013 acre (546 Square Foot) tract or parcel of land. Said Exhibit identified as HALFF - 35005.012 Lookout Road R.O.W. Parcel 1-0.13 Acre.pdf

Notes: Basis of Bearing is Grid North. All bearings and distances are referenced to the Texas Coordinate System of 1983, Texas State Plane South Central Zone (4204), NAD 83 (2011 adj., EPOCH 2011.00). All distances and coordinates are surface values and may be converted to grid by dividing by a surface adjustment factor of 1.00016.

All measurements are in U.S. Survey Feet.

Date of Survey: January 10, 2025

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1B, Condition 2, Standard Land Survey.

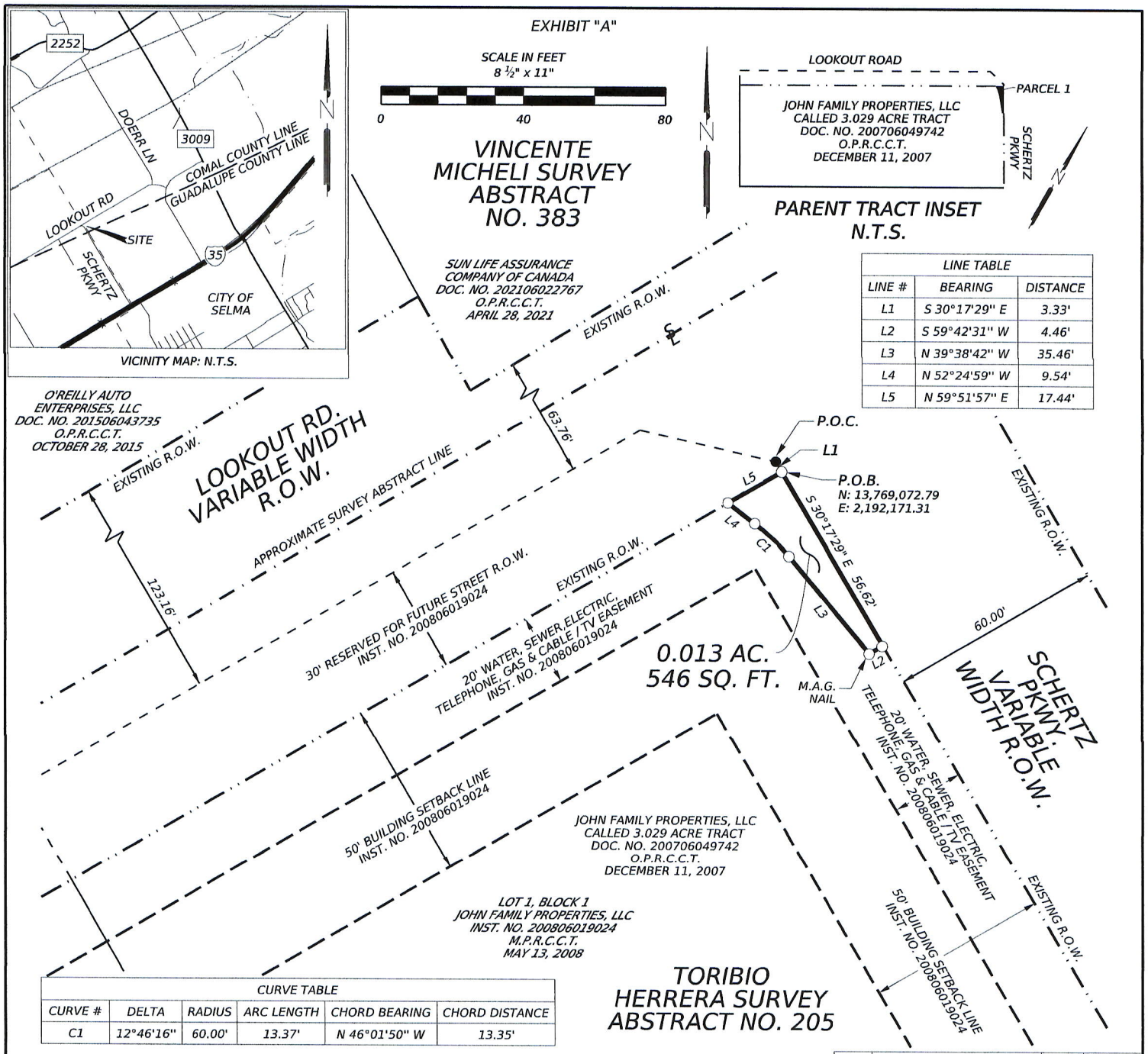
Lynn R. Savory

Lynn R. Savory, Registered Professional Land Surveyor
State Of Texas No. 4598
T.B.P.E.L.S. Surveying Firm No. 10029600

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Jan. 10, 2025

EXHIBIT "A"



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 30°17'29" E	3.33'
L2	S 59°42'31" W	4.46'
L3	N 39°38'42" W	35.46'
L4	N 52°24'59" W	9.54'
L5	N 59°51'57" E	17.44'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	12°46'16"	60.00'	13.37'	N 46°01'50" W	13.35'

LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- EXISTING EASEMENT LINE
- HISTORIC RIGHT OF WAY PARCEL LINE
- ● FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
- ○ SET 1/2-INCH IRON ROD W/ YELLOW CAP STAMPED "HALFF" (UNLESS NOTED)

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT OF WAY
D.R.C.C.T.	DEED RECORDS, COMAL COUNTY, TEXAS
M.P.R.C.C.T.	MAP & PLAT RECORDS, COMAL COUNTY, TEXAS
O.P.R.C.C.T.	OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

NOTES:

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2011.00

2. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00016.

3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE_TXSE.

4. ALL MEASUREMENTS ARE IN US SURVEY FEET.

5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PLAT.

6. ABSTRACTING COMPLETED NOVEMBER 15, 2024.

7. FIELD SURVEYS COMPLETED DECEMBER 23, 2024.

STATE OF TEXAS REGISTERED LYNN R. SAVORY 4598 PROFESSIONAL LAND SURVEYOR

Jan. 10, 2025

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

Lynn R. Savory

LYNN R. SAVORY
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 4598

DATE

NO.	REVISION	BY	DATE
1	PARCEL NUMBERS ADDED	MLM	01/10/25

CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

SCHERTZ
COMMUNITY · SERVICE · OPPORTUNITY

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100 NE INTERSTATE 410 LOOP
SUITE 701
SAN ANTONIO, TEXAS 78216
TEL (210) 798-1895
FAX (210) 798-1896
TBPELS FIRM #10029607

0.013 ACRE
RIGHT OF WAY PARCEL 1

PAGE 3 OF 3

PROJECT NO. 35005.012	
DRWN. BY: MLM	CHKD. BY: LRS
100% SUBMITTAL	DATE: 01/10/2025
	SHEET NO.

halff

Document:	**0.037 Ac. (1,617 Sq. Ft.) (LRS)**
AVO No:	**35005.012**
Date:	**January 10, 2025**
County:	**Comal**
Survey:	**George M. Dolson**
Abstract:	**Number 120**

STATE OF TEXAS §
COUNTY OF COMAL §

RIGHT-OF-WAY PARCEL

LEGAL DESCRIPTION FOR
0.037 Acre (1,617 Sq. Ft.)
R.O.W. PARCEL 2

DESCRIPTION OF 0.037 OF AN ACRE (1,617 SQ. FT.) TRACT OR PARCEL OF LAND OUT OF THE GEORGE M. DOLSON SURVEY, ABSTRACT NO. 120, SITUATED IN COMAL COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK 1 OF PROLOGIS PARK TRI COUNTY, AS SHOWN ON THE PLAT FOUND RECORDED ON AUGUST 06, 2008, AND FILED AS INSTRUMENT NUMBER 200806030235 OF THE MAP OR PLAT RECORDS OF COMAL COUNTY, TEXAS (M.P.R.C.C.T.), SAID LOT 1, BLOCK 1 BEING THAT TRACT IDENTIFIED IN A SPECIAL WARRANTY DEED CONVEYED TO CATERPILLAR INC., FOUND RECORDED ON NOVEMBER 15, 2010, AND FILED AS DOCUMENT NUMBER 201006038493 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS (O.P.R.C.C.T.), THE SAID 0.037 OF AN ACRE (1,617 SQUARE FOOT) TRACT OR PARCEL OF LAND AS SHOWN ON AN ACCOMPANYING EXHIBIT, INTENDED TO BE UTILIZED AS A RIGHT-OF-WAY (ROW) PARCEL AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an Iron Stake with a punch hole found in the westerly ROW line of Doerr Lane a dedicated public roadway (R.O.W. Varies), as shown on the Tri-County Business & Industrial Park Unit 2 subdivision plat found recorded on May 17, 1985 and filed as Volume 8, Page 121 of the said Map or Plat Records, same being the easterly line of said Lot 1, Block 1, Prologis Park Tri County, and said point of beginning being a point of curvature of a curved return to the right;

THENCE, going along the west ROW line of said Doerr Lane, being the east line of said Lot 1, Block 1, along with the arc of said curved return to the right, having a **Radius of 41.00 feet**, through a **Central Angle of 84° 48' 31"**, having a **Chord Bearing of South 34°17'14" West**, a **Chord Distance of 55.30 feet**, an **Arc Distance of 60.69 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF", found at the end of said curve for the point of intersection with the north ROW Line of Lookout Road, a dedicated public roadway (ROW Varies) as shown on the plat for the Associate Drive Extension found recorded on April 29, 2005 and filed as Volume 15, Page 227 of the said Map or Plat Records, said rod found, also being a point of reverse curvature with a curve to the left;

THENCE, along said northerly ROW line of Lookout Road, same being the southerly line of said Lot 1, Block 1, Prologis Park Tri County, with the arc of said curve to the left, having a **Radius of 660.00 feet**, through a **Central Angle of 06° 51' 52"**, having a **Chord Bearing of South 72°45'39" West**, a **Chord Distance of 79.03 feet**, an **Arc Distance of 79.07 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the westernmost corner of the tract described herein;

halff

0.037 Acre (1,617 Sq. Ft.) (LRS)
Page Two

THENCE, leaving the north ROW line of said Lookout Road, going over, across and through the said Lot 1, Block 1, Prologis Park Tri County, along the northerly line of the tract described herein, the following two (2) courses and distances:

1) **North 59° 06' 48" East,** a distance of **98.43 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for an angle point of the tract described herein; and,

2) **THENCE, North 34° 44' 37" East,** a distance of **36.14 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the point of intersection with the above mentioned west ROW line of Doerr Lane, same being the east line of the said Lot 1, Block 1, for the northernmost corner of the tract described herein;

THENCE, South 08° 00' 49" East, along the said westerly R.O.W. line of Doerr Lane, being the east line of said Lot 1, Block 1, a distance of **11.22 feet** to the **POINT OF BEGINNING,** and containing **0.037 of an acre (1,617 sq. ft.)** of land area within these metes and bounds.

This Description was prepared to accompany an Exhibit of this 0.037 acre (1,617 Square Foot) tract or parcel of land. Said Exhibit identified as HALFF- 35005.012 Lookout Road R.O.W. Parcel 2-0.037 Acre.pdf

Notes: Basis of Bearing is Grid North. All bearings and distances are referenced to the Texas Coordinate System of 1983, Texas State Plane South Central Zone (4204), NAD 83 (2011 adj., EPOCH 2011.00). All distances and coordinates are surface values and may be converted to grid by dividing by a surface adjustment factor of 1.00016.

All measurements are in U.S. Survey Feet.

Date of Survey: January 10, 2025

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1B, Condition 2, Standard Land Survey.

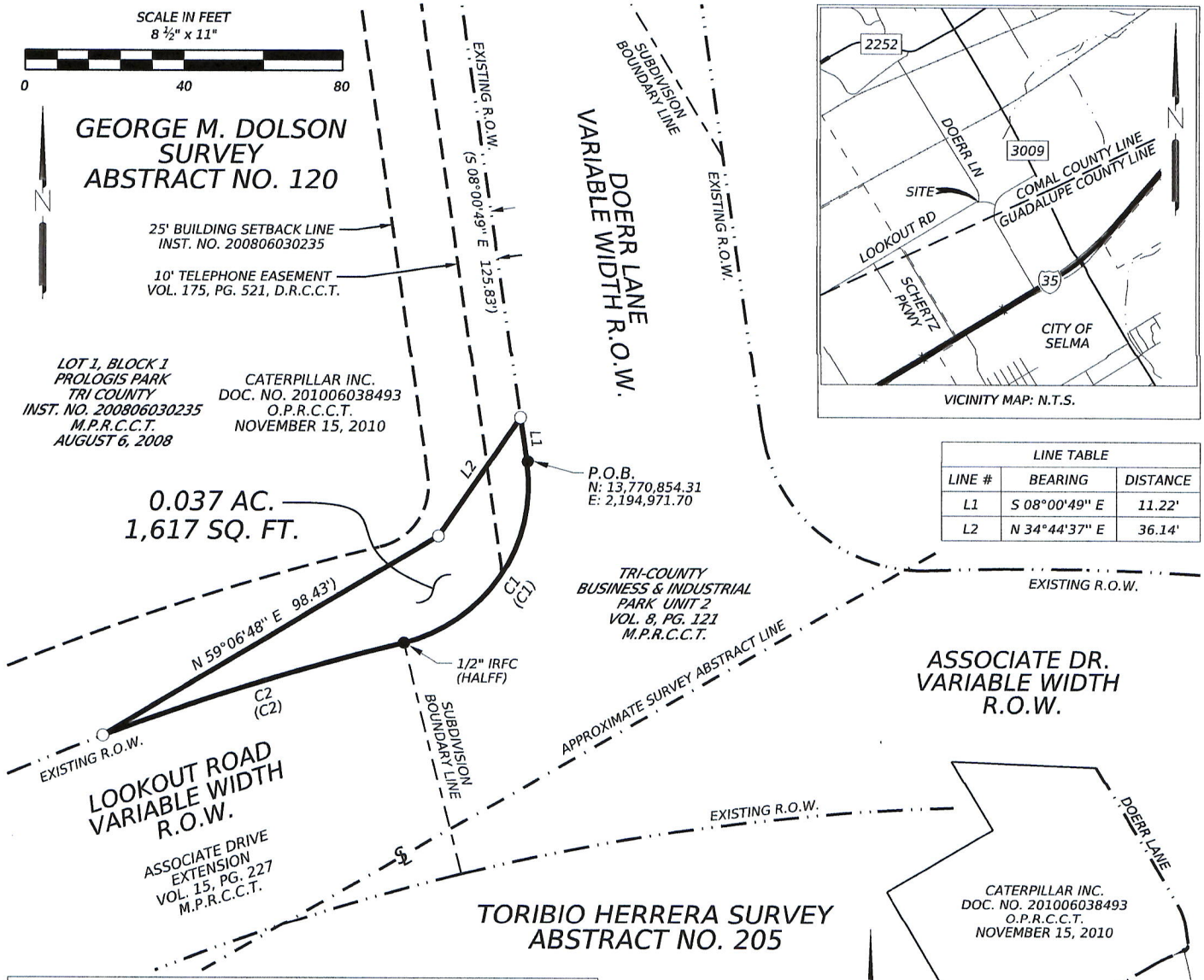
Lynn R. Savory

Lynn R. Savory, Registered Professional Land Surveyor
State Of Texas No. 4598
T.B.P.E.L.S. Surveying Firm No. 10029600

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Jan. 10, 2025

EXHIBIT "A"



VICINITY MAP: N.T.S.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 08°00'49" E	11.22'
L2	N 34°44'37" E	36.14'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	84°48'31"	41.00'	60.69'	S 34°17'14" W	55.30'
(C1)	(84°48'31")	(41.00')	(60.69')	(S 34°17'14" W)	(55.30')
C2	06°51'52"	660.00'	79.07'	S 72°45'39" W	79.03'
(C2)	(16°40'44")	(660.00')	(192.13')	(S 67°50'43" W)	(191.45')

LEGEND

	EXISTING RIGHT OF WAY
	PROPERTY LINE
	EXISTING EASEMENT LINE
	HISTORIC RIGHT OF WAY PARCEL LINE
●	FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
○	SET 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "HALFF"
IRF	FOUND IRON ROD (SIZE AS NOTED)
IRFC	FOUND IRON ROD W/ PLASTIC CAP (SIZE AS NOTED)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT OF WAY
D.R.C.C.T.	DEED RECORDS, COMAL COUNTY, TEXAS
M.P.R.C.C.T.	MAP & PLAT RECORDS, COMAL COUNTY, TEXAS
O.P.R.C.C.T.	OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

NOTES:

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00
2. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00016.
3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE_TXSE.
4. ALL MEASUREMENTS ARE IN US SURVEY FEET.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PLAT.
6. ABSTRACTING COMPLETED NOVEMBER 15, 2024.
7. FIELD SURVEYS COMPLETED NOVEMBER 15, 2024.

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Jan. 10, 2025

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

Lynn R. Savory

LYNN R. SAVORY
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 4598

DATE

NO.	REVISION	BY	DATE
1	PARCEL NUMBERS ADDED	MLM	01/10/25

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FAX (210) 798-1896
TBPELS FIRM #10029607

0.037 ACRE
RIGHT OF WAY PARCEL 2

PAGE 3 OF 3

PROJECT NO. 35005.012	
DRWN. BY: MLM	CHKD. BY: LRS
100% SUBMITTAL	DATE: 01/10/2025
	SHEET NO.

halff

Document:	**0.034 Ac. (1,480 Sq. Ft.) (LRS)**
AVO No:	**35005.012**
Date:	**January 10, 2025**
County:	**Comal**
Survey:	**Toribio Herrera & George M. Dolson**
Abstract:	**Number 205 and 120 (Respectively)**

STATE OF TEXAS §
COUNTY OF COMAL §

RIGHT-OF-WAY PARCEL

LEGAL DESCRIPTION FOR 0.034 Acre (1,480 Sq. Ft.) ROW PARCEL 3

DESCRIPTION OF 0.034 OF AN ACRE (1,480 SQ. FT.) TRACT OR PARCEL OF LAND OUT OF THE TORIBIO HERRERA SURVEY, ABSTRACT NO. 205 AND THE GEORGE M. DOLSON SURVEY, ABSTRACT NO. 120, SITUATED IN COMAL COUNTY, TEXAS, AND BEING A PORTION OF LOT 18, BLOCK 1 OF THE TRI-COUNTY BUSINESS AND INDUSTRIAL PARK BLOCK DISTRIBUTING SUBDIVISION AS SHOWN ON THE PLAT FOUND RECORDED ON SEPTEMBER 20, 2000, AND FILED AS VOLUME 13, PAGE 282 OF THE MAP OR PLAT RECORDS OF COMAL COUNTY, TEXAS (M.P.R.C.C.T.), THE SAID 0.034 OF AN ACRE FURTHER BEING A PORTION OF THAT TRACT IDENTIFIED AS 24.17 ACRES, AND DESCRIBED IN THAT SPECIAL WARRANTY DEED TO BLOCK OFFICE PARTNERS, LTD. FOUND RECORDED ON OCTOBER 18, 2001, AND FILED AS DOCUMENT NUMBER 200106033630 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS (O.P.R.C.C.T.), THE SAID 0.034 OF AN ACRE (1,480 SQ. FT.) TRACT OR PARCEL OF LAND AS SHOWN ON AN ACCOMPANYING EXHIBIT, INTENDED TO BE UTILIZED AS A RIGHT-OF-WAY (R,O,W,) PARCEL, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod with a surveyor's cap inscribed "2-JAN" in the northerly right of way (ROW) line of Associate Drive, a dedicated public roadway (ROW Varies), as shown on the Tri-County Business & Industrial Park Unit 2 subdivision plat found recorded on May 17, 1985 and filed as Volume 8, Page 121 of the said Map or Plat Records, same being the southerly line of the said Lot 18, Block 1, found for point of curvature of a curve to the left;

THENCE, going along the north line of said Associate Drive, being the south line of said Lot 18, Block 1, along the arc of said curve to the left, having a Radius of 660.00 feet, through a Central Angle of 18° 21' 56", having a Chord Bearing of North 79°40'47" West, a Chord Distance of 210.65 feet, an Arc Distance of 211.56 feet to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the southeast corner of, and **POINT OF BEGINNING** of the tract described herein;

THENCE, continuing along the said northerly ROW line of Associate Drive, being the southerly line of said Lot 18, Block 1, the following two (2) courses and distances:

halff

0.034 Acre (1,480 Sq. Ft.) (LRS)
Page Two

1) Continuing along the arc of the previously described curve to the left, having a **Radius of 660.00 feet**, through a **Central Angle of 03° 19' 18"**, having a **Chord Bearing of South 89°28'36" West**, a **Chord Distance of 38.26 feet**, an **Arc Distance of 38.26 feet** to a ½ inch iron rod with a surveyor's cap inscribed "PAPE DAWSON", found at the intersection of said northerly ROW line of Associate Drive with the easterly ROW line of Doerr Lane (ROW Varies), as shown on the said Tri-County Business & Industrial Park Unit 2 subdivision plat, for the point of reverse curvature with a curved return to the right; and,

2) Along the arc of said curved return to the right, having a **Radius of 41.01 feet**, through a **Central Angle of 84° 10' 13"**, having a **Chord Bearing of North 50°05'56" West**, a **Chord Distance of 54.98 feet**, an **Arc Distance of 60.25 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the end of said curve, from which point a ½ inch iron rod with an unreadable surveyor's cap, bears N65°17'52"E, 3.38 feet;

THENCE, North 08° 00' 49" West, continuing along the easterly ROW line of said Doerr Lane, being the westerly line of said Lot 18, Block 1, a distance of **82.04 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the most northerly corner of the tract described herein;

THENCE, leaving the easterly ROW line of said Doerr Lane, going over, across and through the said Lot 18, Block 1, the following four (4) courses and distances:

1) **South 16° 07' 51" East,** a distance of **64.77 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the point of curvature of curved return to the left;

2) Along the arc of said curved return to the left, having a **Radius of 70.00 feet**, through a **Central Angle of 72° 43' 54"**, having a **Chord Bearing of South 52°29'48" East**, a **Chord Distance of 83.01 feet**, an **Arc Distance of 88.86 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for corner at the end of said curve;

3) **South 88° 51' 45" East,** a distance **8.08 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for an exterior ell corner of the tract described herein; and,

4) **South 01° 08' 15" West,** a distance of **3.23 feet** to the **POINT OF BEGINNING,** and containing **0.034 of an acre (1,480 sq. ft.)** of land area within these metes and bounds.

This Description was prepared to accompany an Exhibit of this 0.034 acre (1,480 Square Foot) tract or parcel of land. Said Exhibit identified as HALFF - 35005.012 Lookout Road R.O.W. Parcel 3-0.34 Acre.pdf

halff

0.034 Acre (1,480 Sq. Ft.) (LRS)
Page Three

Notes: Basis of Bearing is Grid North. All bearings and distances are referenced to the Texas Coordinate System of 1983, Texas State Plane South Central Zone (4204), NAD 83 (2011 adj., EPOCH 2011.00). All distances and coordinates are surface values and may be converted to grid by dividing by a surface adjustment factor of 1.00016.

All measurements are in U.S. Survey Feet.

Date of Survey: January 10, 2025

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1B, Condition 2, Standard Land Survey.

Lynn R. Savory

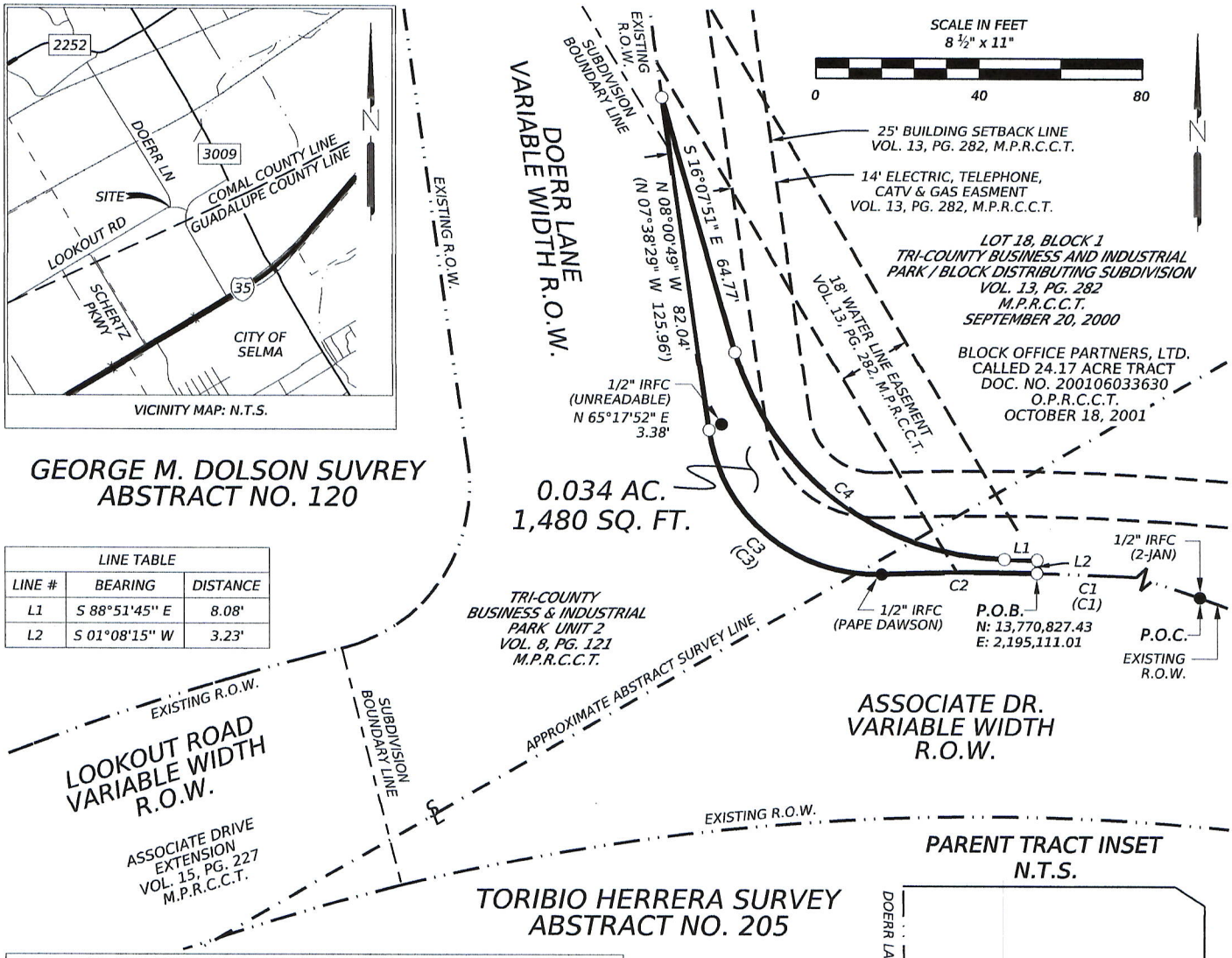
Lynn R. Savory, Registered Professional Land Surveyor
State Of Texas No. 4598
T.B.P.E.L.S. Surveying Firm No. 10029600

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Jan. 10, 2025

EXHIBIT "A"

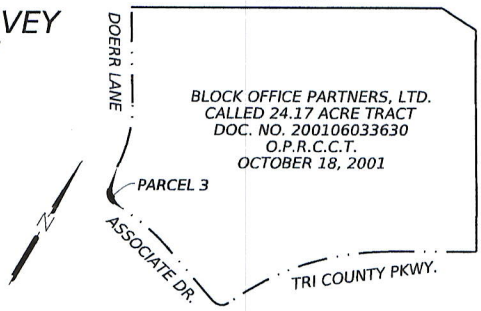
VICINITY MAP: N.T.S.



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 88°51'45" E	8.08'
L2	S 01°08'15" W	3.23'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	18°21'56"	660.00'	211.56'	N 79°40'47" W	210.65'
C2	03°19'18"	660.00'	38.26'	S 89°28'36" W	38.26'
(C1) & (C2)	(21°41'17")	(660.00')	(249.83')	(N 80°59'03" W)	(248.34')
C3	84°10'13"	41.01'	60.25'	N 50°05'56" W	54.98'
(C3)	(84°10'58")	(41.00')	(60.24')	(S 49°44'12" W)	(54.97')
C4	72°43'54"	70.00'	88.86'	S 52°29'48" E	83.01'

PARENT TRACT INSET
N.T.S.



LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- EXISTING EASEMENT LINE
- HISTORIC RIGHT OF WAY PARCEL LINE
- ● FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
- ○ SET 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "HALFF" (UNLESS NOTED)
- IRF FOUND IRON ROD (SIZE AS NOTED)
- IRFC FOUND IRON ROD W/ PLASTIC CAP (SIZE AS NOTED)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT OF WAY
- D.R.C.C.T. DEED RECORDS, COMAL COUNTY, TEXAS
- M.P.R.C.C.T. MAP & PLAT RECORDS, COMAL COUNTY, TEXAS
- O.P.R.C.C.T. OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

NOTES:

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00
2. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00016.
3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE_TXSE.
4. ALL MEASUREMENTS ARE IN US SURVEY FEET.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PLAT.
6. ABSTRACTING COMPLETED NOVEMBER 15, 2024.
7. FIELD SURVEYS COMPLETED NOVEMBER 15, 2024.

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Jan. 10, 2025

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

Lynn R. Savory

LYNN R. SAVORY DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 4598

NO.	REVISION	BY	DATE
1	PARCEL NUMBERS ADDED	MLM	01/10/25

CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

SCHERTZ
COMMUNITY · SERVICE · OPPORTUNITY

halff
100 NE INTERSTATE 410 LOOP
SUITE 701
SAN ANTONIO, TEXAS 78216
TEL (210) 798-1895
FAX (210) 798-1896
TBPELS FIRM #10029607

0.034 ACRE
RIGHT OF WAY PARCEL 3

PAGE 4 OF 4

PROJECT NO. 35005.012	
DRWN. BY: MLM	CHKD. BY: LRS
100% SUBMITTAL	DATE: 01/10/2025
	SHEET NO.

RESOLUTION 25-R-035

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC., TOTALING NO MORE THAN THREE HUNDRED NINETY THOUSAND DOLLARS, FOR PROFESSIONAL ENGINEERING-RELATED SERVICES ON THE LOOKOUT ROAD RECONSTRUCTION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITHTH

WHEREAS, on December 6, 2022, the City Council of the City of Schertz approved Resolution 22-R-138 approving a Task Order with Half Associates, Inc. with a not to exceed amount of $330,000.00 for the design of the Lookout Road Reconstruction Project; and

WHEREAS, during the project design, some additional Right-of-Way needs at the intersections of Schertz Parkway and Lookout Road and Doerr Lane and Lookout Road were identified in order to provide for turn lanes to accommodate large vehicles (trucks); and

WHEREAS, the City Council of the City of Schertz wishes to amend the Task Order agreement with Half Associates, Inc. to add Right-of-way acquisition services to the Task Order Agreement in order to procure the additional Right-of-Way needed for the turn lanes; 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 hereby authorizes the City Manager to execute and deliver the Amendment to the Agreement with Halff Associates, Inc. in substantially the form set forth on Exhibit A, increasing the Task Order amount by $60,320, and to execute further amendments as necessary not to exceed a total expenditure amount of $390,000.

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 Amendment to the Agreement with Halff Associates, Inc. in substantially the form set forth on Exhibit A and to execute further amendments as necessary not to exceed a total expenditure amount of **THREE HUNDRED NINETY THOUSAND DOLLARS** ($390,000)**.**

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 APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT AMENDMENT

January 13, 2025
AVO 35005.012

John Nowak, P.E.
Assistant City Engineer
City of Schertz Engineering
11 Commerce Place
Schertz, TX 78154
210.619.1825 | jnowak@schertz.com

RE: Lookout Road from Schertz Parkway to Doerr Lane
Additional Services No. 2: Right-Of-Way Acquisition

Dear Mr. Nowak:

We are pleased to present this proposal for additional professional services related to the Lookout Road Improvements Project. We greatly value our ongoing partnership with the City of Schertz and are grateful for the opportunity to collaborate with you on expediting the ROW Acquisition for this important project.

Should you require any further information or clarification, please do not hesitate to reach out. We look forward to continuing our successful collaboration on this project!

Sincerely,
HALFF ASSOCIATES, INC.

Luis A. Cardona, P.E. LGPP
Public Works Team Leader

Attachments: Exhibit B – LOE Spreadsheet, Parcel 1 ROW Exhibit, Parcel 2 ROW Exhibit, Parcel 3 ROW Exhibit

This is Task Order No. 12, **Addendum #2** consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated October 17, 2019 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: TBD

b. Owner: City of Schertz (City)

c. Engineer: Halff Associates, Inc. (Halff)

d. Lookout Road Reconstruction (0.65 Miles)

e. Specific Project (description):

- Reconstruct Lookout Road from Doerr Lane to Schertz Parkway to include 42-foot flexible pavement section utilizing existing curb and gutter,
- Upsize and replace existing sewer lines with 18-inch sewer lines along the same corridor.

2. Services of Engineer

The specific services to be provided or furnished by Engineer under Task Order Addendum #2 are as follows:

Task 1 – Right-Of-Way Acquisition (3 Parcels)

a. Project Coordination Services – Halff will provide Project Coordination Services to the City of Schertz. This will include.

1. Teams meeting set up or correspondence via email with City of Schertz staff to review process of each step taken for acquisition. This will include preparation of initial offer letter/package, final offer letter/package, title analysis and review of curative items needed for clear title, funding package preparation and closing services.

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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b. **Appraisal Services** – Appraisal Services provided by Valbridge Property Advisors (Paul P. Grafe, MAI, CCIM) will prepare complete appraisal reports for the parcels to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices (USPAP).

c. **Appraisal Review Services** – Appraisal Review Services provided by Lowery Property Advisors (Mario Caro, MAI, AI-GRS, SR/WA) will review appraisal reports for the parcels determine consistency of values, supporting documentation related to the conclusion reached and compliance with City polices and procedures and the USPAP and prepare and submit to the City "Tabulation of Values", for the appraisal.

d. **Acquisition Services** – Halff will provide ROW services to include Acquisition Services.

    1. Analyze appraisal and appraisal review reports and confirm the City's approved value prior to making offer for the parcel.
    2. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
    3. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by City on applicable City forms.
    4. 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.
    5. 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.
    6. Respond to property owner inquiries verbally and in writing within two business days.
    7. Prepare a separate negotiator contact report for the parcel.
    8. Maintain parcel file of original documentation related to the purchase of the real property or property interests.
    9. Advise property owner on the Administrative Settlement process. Transmit to City any written counteroffer from property owner including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with City policy and procedures.
    10. Prepare final offer letter, documents of conveyance as necessary, and provide by CMRRR.

e. **Title and Closing Services** – Halff will provide ROW services to include Title and Closing Services

    1. Secure preliminary title commitments from the Title Company that will be providing title insurance.

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i. The charges from the Title Company for the preliminary title commitments will be paid by the City and **<u>are not included</u>** in Halff's negotiated fee schedule.

2. Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submission. The charges from the Title Company for the preliminary title commitment will be paid by the city and **<u>are not included</u>** in Halff 's negotiated fee schedule.
3. Secure title insurance for the parcel acquired, insuring acceptable title to the City. Written approval by the City required for any exception. Title Insurance shall be paid for by the City and **<u>are not included</u>** in Halff's negotiated fee schedule.
4. Halff has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the City.
5. Halff provides closing services in conjunction with the Title Company.
6. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass-through fees at the exact cost supported by the City courthouse receipts. Any related fees will be paid by the city and **<u>are not included</u>** in Halff 's negotiated fee schedule. No administrative fee, management fee, service fee or profit to Halff will be paid.
7. The cost of the recording fees and filing fees are paid by the City and **<u>are not included</u>** in Halff's negotiated fee schedule.

<u>ASSUMPTIONS</u>

Fees do NOT Include:

1. Title Insurance premiums
2. Title Escrow, Search and Commitment Cost ($50.00 - $500.00 per parcel)
3. Title Curative Processing Fees
4. Title Curative Incidental Penalties
5. Real Property Recording Fees
6. Purchase prices.
7. Residential move costs or replacement housing supplements. (estimate between $40,000 to $75,000 per displaced family unit)
8. Business relocation move costs, search fees or re-established costs. (Business relocation can be as low as $40,000 generally up to $250,000)

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9. Relocation incidentals such as, but not limited to mortgage interest differential expenses
10. Asbestos and Abatement
11. Demolition
12. Assumes surveys and legal descriptions will not be revised (see attachments).

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Party	Action	Schedule
Engineer	**Furnish:** **1. The consultant will work closely with the City's representative to complete the ROW Acquisition required for this project.**	**Appraisal Services:** 30-45 Days **Appraisal Review Services:** 5-10 Days after appraisal has been received.
Owner	**1. Notice to Proceed**	**As Coordinated**

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Fee provided shall be considered lump sum for the services described in this Task Order. ***See attached Exhibit B for Fee Schedule.***

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

6. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is to be determined.

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OWNER:	ENGINEER:
By: _____	By: _____
Print Name: _____	Print Name: Lamberto Balli, PE, PWLF
Title: _____	Title: Vice President/Director of Public Works
	Engineer License or Firm's: F-312 State of: Texas
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email Address: _____	Email Address: _____
Phone: _____	Phone: _____

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EXHIBIT B - FEE SCHEDULE

Lookout Road - City of Schertz

Estimated Level of Effort for ROW Acquisition Services

POSITION DESCRIPTION		Sr. Project Manager/QAQC	Project Manager/ Sr. Lands Arch	Admin Assistant	Sr. Right-Of-Way	Mid Right-Of-Way	Jr. Right-Of-Way		Total Labor hrs.	Cost
BILLABLE LABOR RATES		$265.00	$220.00	$80.00	$210.00	$160.00	$107.00	Lump Sum		
SPECIFIED ADDITIONAL SERVICES										
1) ROW Acquisition Services										
TASK 1	Right-Of-Way Acquisition									
	a. Project Coordination Services		8	4	40				52	$10,480.00
	b. Appraisal Services (3 Parcels) by Valbridge Property Advisors		6					$10,500.00	6	$11,820.00
	c. Appraisal Review Services (3 Parcels) by Lowery Property Advisors		2					$4,500.00	2	$4,940.00
	d. Acquisition Services (3 Parcels)		14					$30,000.00	14	$33,080.00
	Total Hours	0	30	4	40	0	0		74	
SUMMARY										
	HOURS SUB-TOTALS	0	30	4	40	0	0		74	-
	BILLABLE RATE PER HOUR	$265.00	$220.00	$80.00	$210.00	$160.00	$107.00			
	TOTAL - Specified Additiona Services	$0.00	$6,600.00	$320.00	$8,400.00	$0.00	$0.00	$45,000.00		$60,320.00
TOTAL PROJECT SUMMARY										
	HOURS SUB-TOTALS	0	30	4	40	0	0		74	$60,320.00
	BILLABLE RATE PER HOUR	$265.00	$220.00	$80.00	$210.00	$160.00	$107.00			
	TOTAL PROJECT SUMMARY	$0.00	$6,600.00	$320.00	$8,400.00	$0.00	$0.00	$45,000.00		$60,320.00

halff

Document:	**0.013 Ac. (546 Sq. Ft.) (LRS)**
AVO No:	**35005.012**
Date:	**January 10, 2025**
County:	**Comal**
Survey:	**Toribio Herrera**
Abstract:	**Number 205**

STATE OF TEXAS §
COUNTY OF COMAL §

RIGHT-OF-WAY PARCEL

LEGAL DESCRIPTION FOR
0.013 Acre (546 Sq. Ft.)
R.O.W. PARCEL 1

DESCRIPTION OF 0.013 OF AN ACRE (546 SQ. FT.) TRACT OR PARCEL OF LAND OUT OF THE TORIBIO HERRERA SURVEY, ABSTRACT NO. 205, SITUATED IN COMAL COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK 1 OF THE JOHN FAMILY PROPERTIES, L.L.C. AS SHOWN ON THE PLAT FOUND RECORDED ON MAY 13, 2008, AND FILED AS DOCUMENT NUMBER 200806019024 OF THE MAP OR PLAT RECORDS OF COMAL COUNTY, TEXAS (M.P.R.C.C.T.); THE SAID 0.013 OF AN ACRE (546 SQUARE FOOT) TRACT OR PARCEL OF LAND AS SHOWN ON AN ACCOMPANYING EXHIBIT, INTENDED TO BE UTILIZED AS A RIGHT-OF-WAY (R.O.W.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod with a surveyor's cap inscribed "HERWOOD SURVEYING" in the west line of Shertz Parkway, a dedicated public roadway (ROW Varies), found for the southeasterly end of a cutback at the intersection with Lookout Road a dedicated public roadway (ROW Varies), and being in the northeasterly line of the said Lot 1, Block 1;

THENCE, South 30° 17' 29" East, going along the southwest ROW line of said Shertz Parkway, same being the northeasterly line of the said Lot 1, Block1, a distance of 3.33 feet to a ½ inch iron rod with a yellow surveyors cap inscribed "HALFF" set in the proposed southeasterly ROW line of said Lookout Road, said iron rod being the northeast corner of, and the **POINT OF BEGINNING** of the tract described herein;

THENCE, South 30° 17' 29" East, continuing along the southwest ROW line of said Shertz Parkway, same being the northeasterly line of the said Lot 1, Block1, a distance of **56.62 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set in the southwesterly ROW line of said Shertz Parkway, said iron rod being the southeast corner of, the tract described herein;

THENCE, leaving the southwest ROW line of said Shertz Parkway, same being the northeasterly line of the said Lot 1, Block1, and going over, across and through the said Lot, Block 1, the following four (4) courses and distances:

1) **South 59° 42' 31" West,** a distance of **4.46 feet** to M.A.G. Nail set for the most southwesterly corner of the tract described herein;

2) **North 39° 38' 42" West,** a distance of **35.46 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the point of curvature of curve to the left;

halff

0.013 Acre (546 Sq. Ft.) (LRS)
Page Two

3) Along the arc of said curve to the left, having a **Radius of 60.00 feet**, through a **Central Angle of 12° 46' 16"**, having a **Chord Bearing of North 46°01'50" West**, a **Chord Distance of 13.35 feet**, an **Arc Distance of 13.37 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the point of tangency; and,

4) **North 52° 24' 59" West,** a distance of **9.54 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the point of intersection with the above referenced existing southeasterly ROW Line of Lookout Road, same being the most northwesterly corner of the tract described herein;

THENCE, North 59° 51' 57" East, going along the said existing southeasterly ROW line of said Lookout Road, same being the northwesterly line of said Lot 1, Block 1, a distance of **17.44 feet** to the **POINT OF BEGINNING,** and containing **0.013 of an acre (546 sq. ft.)** of land area within these metes and bounds.

This Description was prepared to accompany an Exhibit of this 0.013 acre (546 Square Foot) tract or parcel of land. Said Exhibit identified as HALFF - 35005.012 Lookout Road R.O.W. Parcel 1-0.13 Acre.pdf

Notes: Basis of Bearing is Grid North. All bearings and distances are referenced to the Texas Coordinate System of 1983, Texas State Plane South Central Zone (4204), NAD 83 (2011 adj., EPOCH 2011.00). All distances and coordinates are surface values and may be converted to grid by dividing by a surface adjustment factor of 1.00016.

All measurements are in U.S. Survey Feet.

Date of Survey: January 10, 2025

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1B, Condition 2, Standard Land Survey.

Lynn R. Savory

Lynn R. Savory, Registered Professional Land Surveyor
State Of Texas No. 4598
T.B.P.E.L.S. Surveying Firm No. 10029600

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
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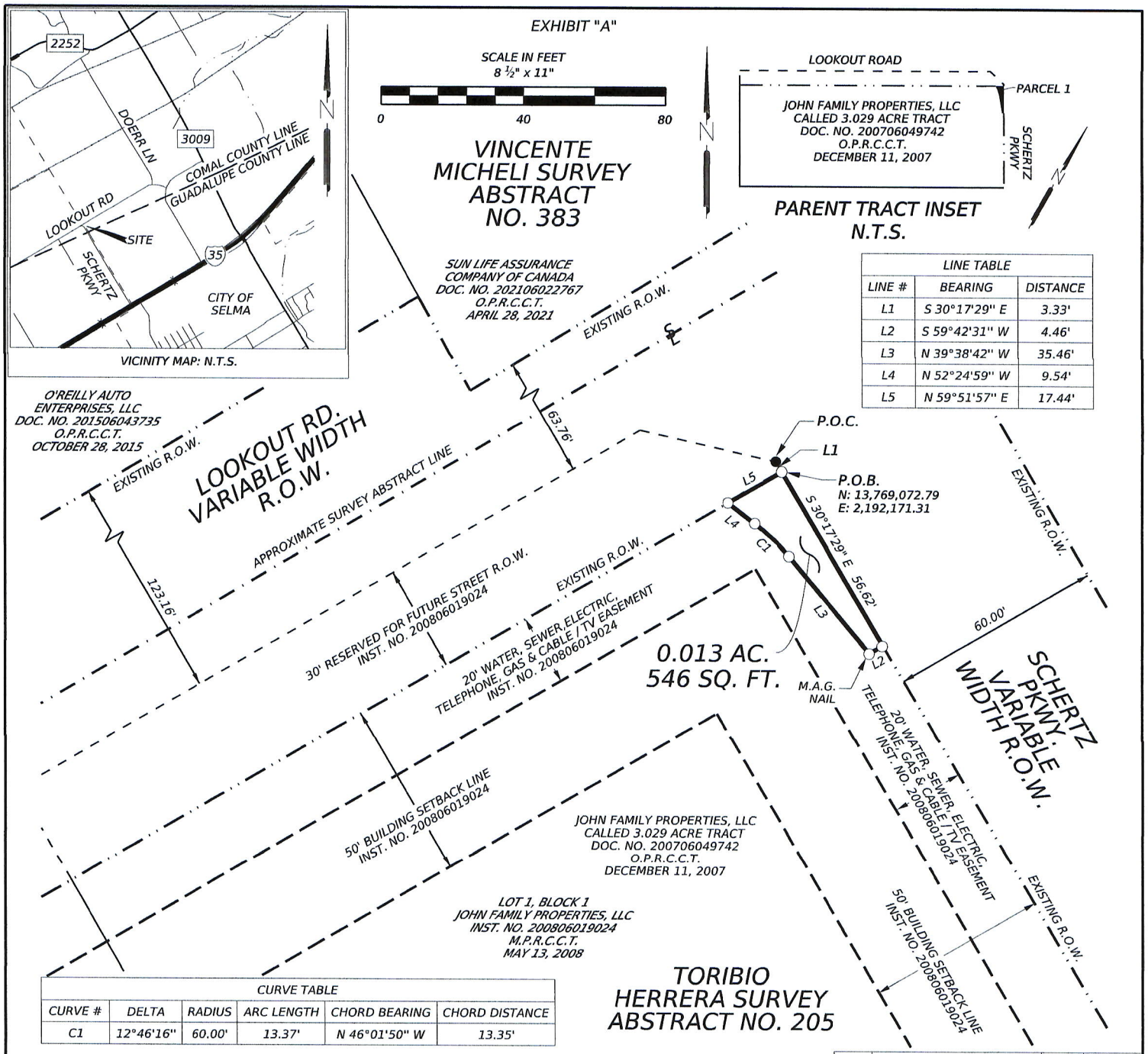
PROFESSIONAL
LAND SURVEYOR

Jan. 10, 2025

EXHIBIT "A"



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 30°17'29" E	3.33'
L2	S 59°42'31" W	4.46'
L3	N 39°38'42" W	35.46'
L4	N 52°24'59" W	9.54'
L5	N 59°51'57" E	17.44'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	12°46'16"	60.00'	13.37'	N 46°01'50" W	13.35'

LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- EXISTING EASEMENT LINE
- HISTORIC RIGHT OF WAY PARCEL LINE
- ● FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
- ○ SET 1/2-INCH IRON ROD W/ YELLOW CAP STAMPED "HALFF" (UNLESS NOTED)

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT OF WAY
D.R.C.C.T.	DEED RECORDS, COMAL COUNTY, TEXAS
M.P.R.C.C.T.	MAP & PLAT RECORDS, COMAL COUNTY, TEXAS
O.P.R.C.C.T.	OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

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3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE_TXSE.

4. ALL MEASUREMENTS ARE IN US SURVEY FEET.

5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PLAT.

6. ABSTRACTING COMPLETED NOVEMBER 15, 2024.

7. FIELD SURVEYS COMPLETED DECEMBER 23, 2024.

STATE OF TEXAS REGISTERED LYNN R. SAVORY 4598 PROFESSIONAL LAND SURVEYOR

Jan. 10, 2025

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

Lynn R. Savory

LYNN R. SAVORY
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 4598

DATE

NO.	REVISION	BY	DATE
1	PARCEL NUMBERS ADDED	MLM	01/10/25

CITY OF SCHERTZ TEXAS
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SUITE 701
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FAX (210) 798-1896
TBPELS FIRM #10029607

0.013 ACRE
RIGHT OF WAY PARCEL 1

PAGE 3 OF 3

PROJECT NO. 35005.012	
DRWN. BY: MLM	CHKD. BY: LRS
100% SUBMITTAL	DATE: 01/10/2025
	SHEET NO.

halff

Document:	**0.037 Ac. (1,617 Sq. Ft.) (LRS)**
AVO No:	**35005.012**
Date:	**January 10, 2025**
County:	**Comal**
Survey:	**George M. Dolson**
Abstract:	**Number 120**

STATE OF TEXAS §
COUNTY OF COMAL §

RIGHT-OF-WAY PARCEL

LEGAL DESCRIPTION FOR
0.037 Acre (1,617 Sq. Ft.)
R.O.W. PARCEL 2

DESCRIPTION OF 0.037 OF AN ACRE (1,617 SQ. FT.) TRACT OR PARCEL OF LAND OUT OF THE GEORGE M. DOLSON SURVEY, ABSTRACT NO. 120, SITUATED IN COMAL COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK 1 OF PROLOGIS PARK TRI COUNTY, AS SHOWN ON THE PLAT FOUND RECORDED ON AUGUST 06, 2008, AND FILED AS INSTRUMENT NUMBER 200806030235 OF THE MAP OR PLAT RECORDS OF COMAL COUNTY, TEXAS (M.P.R.C.C.T.), SAID LOT 1, BLOCK 1 BEING THAT TRACT IDENTIFIED IN A SPECIAL WARRANTY DEED CONVEYED TO CATERPILLAR INC., FOUND RECORDED ON NOVEMBER 15, 2010, AND FILED AS DOCUMENT NUMBER 201006038493 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS (O.P.R.C.C.T.), THE SAID 0.037 OF AN ACRE (1,617 SQUARE FOOT) TRACT OR PARCEL OF LAND AS SHOWN ON AN ACCOMPANYING EXHIBIT, INTENDED TO BE UTILIZED AS A RIGHT-OF-WAY (ROW) PARCEL AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an Iron Stake with a punch hole found in the westerly ROW line of Doerr Lane a dedicated public roadway (R.O.W. Varies), as shown on the Tri-County Business & Industrial Park Unit 2 subdivision plat found recorded on May 17, 1985 and filed as Volume 8, Page 121 of the said Map or Plat Records, same being the easterly line of said Lot 1, Block 1, Prologis Park Tri County, and said point of beginning being a point of curvature of a curved return to the right;

THENCE, going along the west ROW line of said Doerr Lane, being the east line of said Lot 1, Block 1, along with the arc of said curved return to the right, having a **Radius of 41.00 feet**, through a **Central Angle of 84° 48' 31"**, having a **Chord Bearing of South 34°17'14" West**, a **Chord Distance of 55.30 feet**, an **Arc Distance of 60.69 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF", found at the end of said curve for the point of intersection with the north ROW Line of Lookout Road, a dedicated public roadway (ROW Varies) as shown on the plat for the Associate Drive Extension found recorded on April 29, 2005 and filed as Volume 15, Page 227 of the said Map or Plat Records, said rod found, also being a point of reverse curvature with a curve to the left;

THENCE, along said northerly ROW line of Lookout Road, same being the southerly line of said Lot 1, Block 1, Prologis Park Tri County, with the arc of said curve to the left, having a **Radius of 660.00 feet**, through a **Central Angle of 06° 51' 52"**, having a **Chord Bearing of South 72°45'39" West**, a **Chord Distance of 79.03 feet**, an **Arc Distance of 79.07 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the westernmost corner of the tract described herein;

halff

0.037 Acre (1,617 Sq. Ft.) (LRS)
Page Two

THENCE, leaving the north ROW line of said Lookout Road, going over, across and through the said Lot 1, Block 1, Prologis Park Tri County, along the northerly line of the tract described herein, the following two (2) courses and distances:

1) **North 59° 06' 48" East,** a distance of **98.43 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for an angle point of the tract described herein; and,

2) **THENCE, North 34° 44' 37" East,** a distance of **36.14 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the point of intersection with the above mentioned west ROW line of Doerr Lane, same being the east line of the said Lot 1, Block 1, for the northernmost corner of the tract described herein;

THENCE, South 08° 00' 49" East, along the said westerly R.O.W. line of Doerr Lane, being the east line of said Lot 1, Block 1, a distance of **11.22 feet** to the **POINT OF BEGINNING,** and containing **0.037 of an acre (1,617 sq. ft.)** of land area within these metes and bounds.

This Description was prepared to accompany an Exhibit of this 0.037 acre (1,617 Square Foot) tract or parcel of land. Said Exhibit identified as HALFF- 35005.012 Lookout Road R.O.W. Parcel 2-0.037 Acre.pdf

Notes: Basis of Bearing is Grid North. All bearings and distances are referenced to the Texas Coordinate System of 1983, Texas State Plane South Central Zone (4204), NAD 83 (2011 adj., EPOCH 2011.00). All distances and coordinates are surface values and may be converted to grid by dividing by a surface adjustment factor of 1.00016.

All measurements are in U.S. Survey Feet.

Date of Survey: January 10, 2025

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1B, Condition 2, Standard Land Survey.

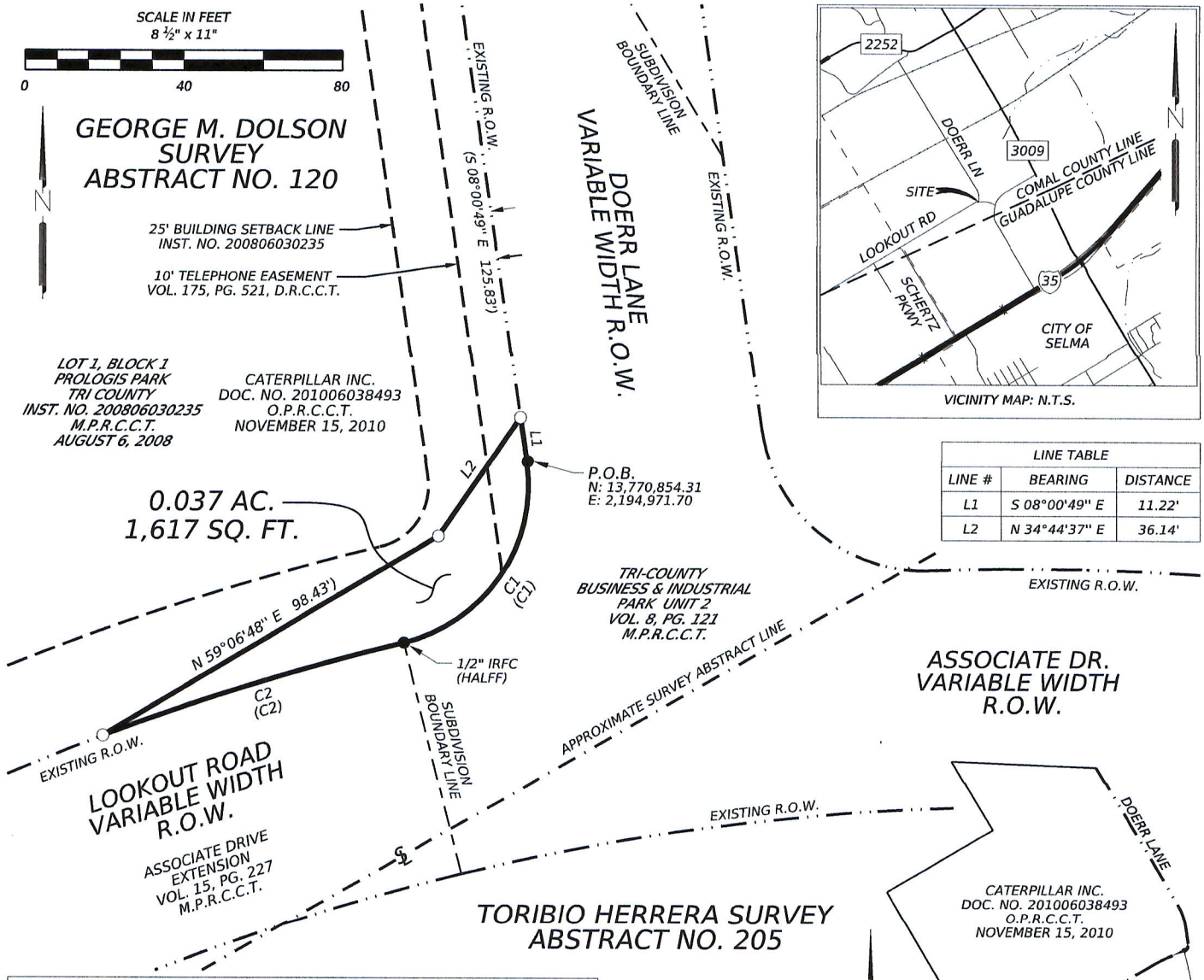
Lynn R. Savory

Lynn R. Savory, Registered Professional Land Surveyor
State Of Texas No. 4598
T.B.P.E.L.S. Surveying Firm No. 10029600

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Jan. 10, 2025

EXHIBIT "A"



VICINITY MAP: N.T.S.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 08°00'49" E	11.22'
L2	N 34°44'37" E	36.14'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	84°48'31"	41.00'	60.69'	S 34°17'14" W	55.30'
(C1)	(84°48'31")	(41.00')	(60.69')	(S 34°17'14" W)	(55.30')
C2	06°51'52"	660.00'	79.07'	S 72°45'39" W	79.03'
(C2)	(16°40'44")	(660.00')	(192.13')	(S 67°50'43" W)	(191.45')

LEGEND

	EXISTING RIGHT OF WAY
	PROPERTY LINE
	EXISTING EASEMENT LINE
	HISTORIC RIGHT OF WAY PARCEL LINE
●	FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
○	SET 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "HALFF"
IRF	FOUND IRON ROD (SIZE AS NOTED)
IRFC	FOUND IRON ROD W/ PLASTIC CAP (SIZE AS NOTED)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT OF WAY
D.R.C.C.T.	DEED RECORDS, COMAL COUNTY, TEXAS
M.P.R.C.C.T.	MAP & PLAT RECORDS, COMAL COUNTY, TEXAS
O.P.R.C.C.T.	OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

NOTES:

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00
2. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00016.
3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE_TXSE.
4. ALL MEASUREMENTS ARE IN US SURVEY FEET.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PLAT.
6. ABSTRACTING COMPLETED NOVEMBER 15, 2024.
7. FIELD SURVEYS COMPLETED NOVEMBER 15, 2024.

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Jan. 10, 2025

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

Lynn R. Savory

LYNN R. SAVORY
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 4598

DATE

NO.	REVISION	BY	DATE
1	PARCEL NUMBERS ADDED	MLM	01/10/25

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TEL (210) 798-1895
FAX (210) 798-1896
TBPELS FIRM #10029607

0.037 ACRE
RIGHT OF WAY PARCEL 2

PAGE 3 OF 3

PROJECT NO. 35005.012	
DRWN. BY: MLM	CHKD. BY: LRS
100% SUBMITTAL	DATE: 01/10/2025
	SHEET NO.

halff

Document:	**0.034 Ac. (1,480 Sq. Ft.) (LRS)**
AVO No:	**35005.012**
Date:	**January 10, 2025**
County:	**Comal**
Survey:	**Toribio Herrera & George M. Dolson**
Abstract:	**Number 205 and 120 (Respectively)**

STATE OF TEXAS §
COUNTY OF COMAL §

RIGHT-OF-WAY PARCEL

LEGAL DESCRIPTION FOR 0.034 Acre (1,480 Sq. Ft.) ROW PARCEL 3

DESCRIPTION OF 0.034 OF AN ACRE (1,480 SQ. FT.) TRACT OR PARCEL OF LAND OUT OF THE TORIBIO HERRERA SURVEY, ABSTRACT NO. 205 AND THE GEORGE M. DOLSON SURVEY, ABSTRACT NO. 120, SITUATED IN COMAL COUNTY, TEXAS, AND BEING A PORTION OF LOT 18, BLOCK 1 OF THE TRI-COUNTY BUSINESS AND INDUSTRIAL PARK BLOCK DISTRIBUTING SUBDIVISION AS SHOWN ON THE PLAT FOUND RECORDED ON SEPTEMBER 20, 2000, AND FILED AS VOLUME 13, PAGE 282 OF THE MAP OR PLAT RECORDS OF COMAL COUNTY, TEXAS (M.P.R.C.C.T.), THE SAID 0.034 OF AN ACRE FURTHER BEING A PORTION OF THAT TRACT IDENTIFIED AS 24.17 ACRES, AND DESCRIBED IN THAT SPECIAL WARRANTY DEED TO BLOCK OFFICE PARTNERS, LTD. FOUND RECORDED ON OCTOBER 18, 2001, AND FILED AS DOCUMENT NUMBER 200106033630 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS (O.P.R.C.C.T.), THE SAID 0.034 OF AN ACRE (1,480 SQ. FT.) TRACT OR PARCEL OF LAND AS SHOWN ON AN ACCOMPANYING EXHIBIT, INTENDED TO BE UTILIZED AS A RIGHT-OF-WAY (R,O,W,) PARCEL, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod with a surveyor's cap inscribed "2-JAN" in the northerly right of way (ROW) line of Associate Drive, a dedicated public roadway (ROW Varies), as shown on the Tri-County Business & Industrial Park Unit 2 subdivision plat found recorded on May 17, 1985 and filed as Volume 8, Page 121 of the said Map or Plat Records, same being the southerly line of the said Lot 18, Block 1, found for point of curvature of a curve to the left;

THENCE, going along the north line of said Associate Drive, being the south line of said Lot 18, Block 1, along the arc of said curve to the left, having a Radius of 660.00 feet, through a Central Angle of 18° 21' 56", having a Chord Bearing of North 79°40'47" West, a Chord Distance of 210.65 feet, an Arc Distance of 211.56 feet to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the southeast corner of, and **POINT OF BEGINNING** of the tract described herein;

THENCE, continuing along the said northerly ROW line of Associate Drive, being the southerly line of said Lot 18, Block 1, the following two (2) courses and distances:

halff

0.034 Acre (1,480 Sq. Ft.) (LRS)
Page Two

1) Continuing along the arc of the previously described curve to the left, having a **Radius of 660.00 feet**, through a **Central Angle of 03° 19' 18"**, having a **Chord Bearing of South 89°28'36" West**, a **Chord Distance of 38.26 feet**, an **Arc Distance of 38.26 feet** to a ½ inch iron rod with a surveyor's cap inscribed "PAPE DAWSON", found at the intersection of said northerly ROW line of Associate Drive with the easterly ROW line of Doerr Lane (ROW Varies), as shown on the said Tri-County Business & Industrial Park Unit 2 subdivision plat, for the point of reverse curvature with a curved return to the right; and,

2) Along the arc of said curved return to the right, having a **Radius of 41.01 feet**, through a **Central Angle of 84° 10' 13"**, having a **Chord Bearing of North 50°05'56" West**, a **Chord Distance of 54.98 feet**, an **Arc Distance of 60.25 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the end of said curve, from which point a ½ inch iron rod with an unreadable surveyor's cap, bears N65°17'52"E, 3.38 feet;

THENCE, North 08° 00' 49" West, continuing along the easterly ROW line of said Doerr Lane, being the westerly line of said Lot 18, Block 1, a distance of **82.04 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the most northerly corner of the tract described herein;

THENCE, leaving the easterly ROW line of said Doerr Lane, going over, across and through the said Lot 18, Block 1, the following four (4) courses and distances:

1) **South 16° 07' 51" East,** a distance of **64.77 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for the point of curvature of curved return to the left;

2) Along the arc of said curved return to the left, having a **Radius of 70.00 feet**, through a **Central Angle of 72° 43' 54"**, having a **Chord Bearing of South 52°29'48" East**, a **Chord Distance of 83.01 feet**, an **Arc Distance of 88.86 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for corner at the end of said curve;

3) **South 88° 51' 45" East,** a distance **8.08 feet** to a ½ inch iron rod with a yellow surveyor's cap inscribed "HALFF" set for an exterior ell corner of the tract described herein; and,

4) **South 01° 08' 15" West,** a distance of **3.23 feet** to the **POINT OF BEGINNING,** and containing **0.034 of an acre (1,480 sq. ft.)** of land area within these metes and bounds.

This Description was prepared to accompany an Exhibit of this 0.034 acre (1,480 Square Foot) tract or parcel of land. Said Exhibit identified as HALFF - 35005.012 Lookout Road R.O.W. Parcel 3-0.34 Acre.pdf

halff

0.034 Acre (1,480 Sq. Ft.) (LRS)
Page Three

Notes: Basis of Bearing is Grid North. All bearings and distances are referenced to the Texas Coordinate System of 1983, Texas State Plane South Central Zone (4204), NAD 83 (2011 adj., EPOCH 2011.00). All distances and coordinates are surface values and may be converted to grid by dividing by a surface adjustment factor of 1.00016.

All measurements are in U.S. Survey Feet.

Date of Survey: January 10, 2025

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1B, Condition 2, Standard Land Survey.

Lynn R. Savory

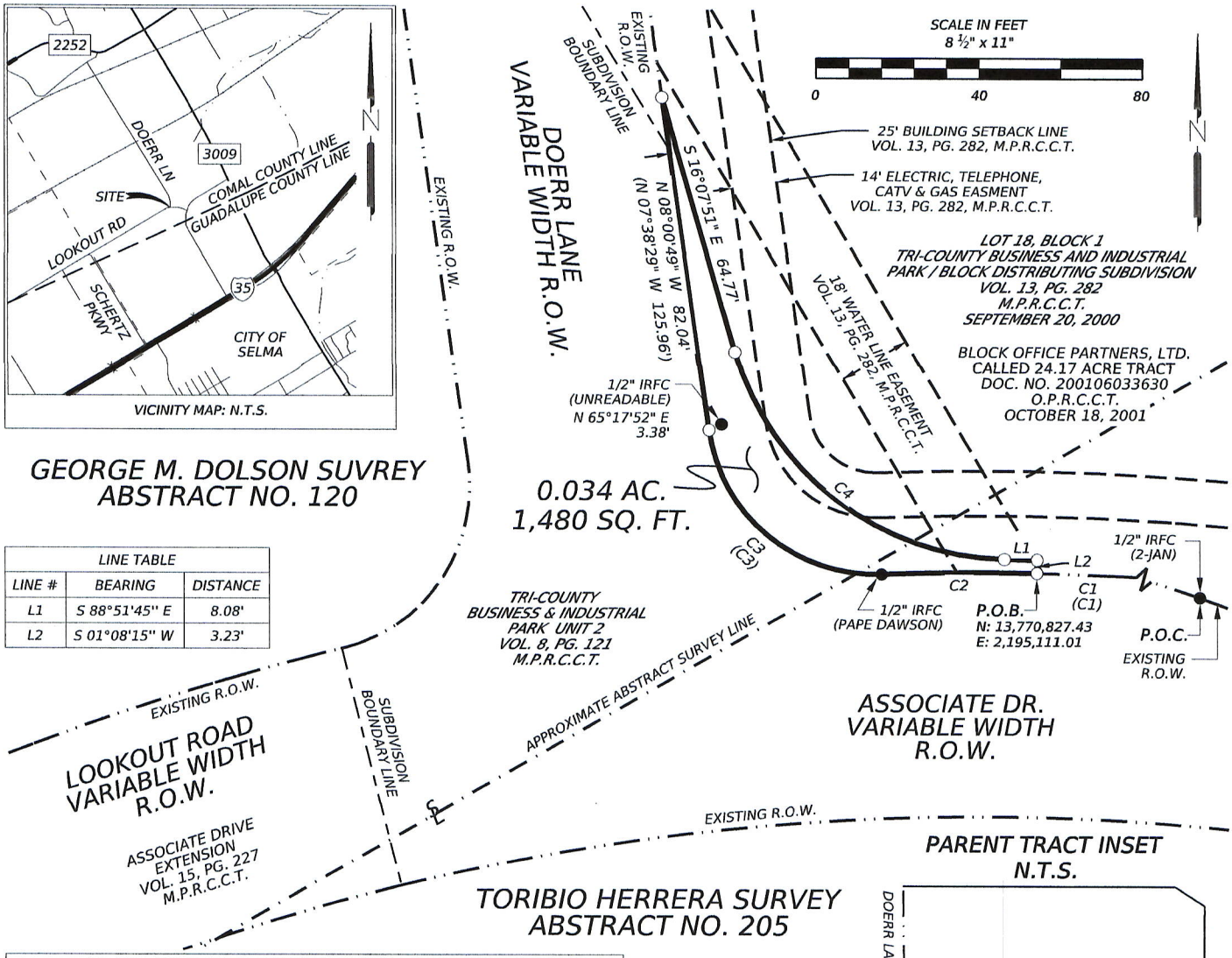
Lynn R. Savory, Registered Professional Land Surveyor
State Of Texas No. 4598
T.B.P.E.L.S. Surveying Firm No. 10029600

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Jan. 10, 2025

EXHIBIT "A"

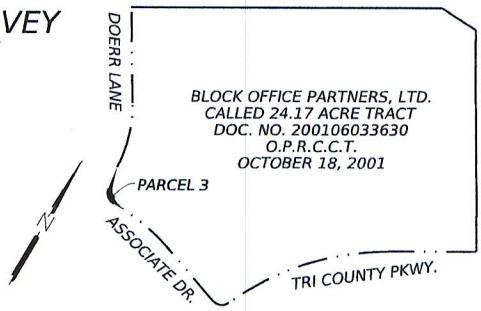
VICINITY MAP: N.T.S.



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 88°51'45" E	8.08'
L2	S 01°08'15" W	3.23'

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	18°21'56"	660.00'	211.56'	N 79°40'47" W	210.65'
C2	03°19'18"	660.00'	38.26'	S 89°28'36" W	38.26'
(C1) & (C2)	(21°41'17")	(660.00')	(249.83')	(N 80°59'03" W)	(248.34')
C3	84°10'13"	41.01'	60.25'	N 50°05'56" W	54.98'
(C3)	(84°10'58")	(41.00')	(60.24')	(S 49°44'12" W)	(54.97')
C4	72°43'54"	70.00'	88.86'	S 52°29'48" E	83.01'

PARENT TRACT INSET
N.T.S.



LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- EXISTING EASEMENT LINE
- HISTORIC RIGHT OF WAY PARCEL LINE
- ● FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
- ○ SET 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "HALFF" (UNLESS NOTED)
- IRF FOUND IRON ROD (SIZE AS NOTED)
- IRFC FOUND IRON ROD W/ PLASTIC CAP (SIZE AS NOTED)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT OF WAY
- D.R.C.C.T. DEED RECORDS, COMAL COUNTY, TEXAS
- M.P.R.C.C.T. MAP & PLAT RECORDS, COMAL COUNTY, TEXAS
- O.P.R.C.C.T. OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

NOTES:

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00
2. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00016.
3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE_TXSE.
4. ALL MEASUREMENTS ARE IN US SURVEY FEET.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PLAT.
6. ABSTRACTING COMPLETED NOVEMBER 15, 2024.
7. FIELD SURVEYS COMPLETED NOVEMBER 15, 2024.

STATE OF TEXAS
REGISTERED
LYNN R. SAVORY
4598
PROFESSIONAL
LAND SURVEYOR

Jan. 10, 2025

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

Lynn R. Savory

LYNN R. SAVORY DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO. 4598

NO.	REVISION	BY	DATE
1	PARCEL NUMBERS ADDED	MLM	01/10/25

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FAX (210) 798-1896
TBPELS FIRM #10029607

0.034 ACRE
RIGHT OF WAY PARCEL 3

PAGE 4 OF 4

PROJECT NO. 35005.012	
DRWN. BY: MLM	CHKD. BY: LRS
100% SUBMITTAL	DATE: 01/10/2025
	SHEET NO.

Agenda No. 8.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Executive Team**
Subject:	**Resolution 25-R-044 - Authorizing a reimbursement agreement with the developer of the Heritage Oaks residential subdivision for the construction of a portion of Wiederstein Road (S.Williams/B.James)**

BACKGROUND

As part of their development, the developer of the Heritage Oaks residential subdivision located on the west side of Schertz Parkway, north and south of Wiederstein Road, is realigning, reconstructing and widening Wiederstein Road adjacent to their property - from Schertz Parkway, to approximately 190' east of Dietz Creek. The City and the developer have agreed to enter into a reimbursement agreement to repay the developer for constructing this offsite section of roadway to Dietz Creek. The maximum cost is $154,536 and will be paid from roadway impact fees.

GOAL

Provides for the orderly development of infrastructure and supports the goal of infrastructure investment as outlined in the City's Strategic Plan.

COMMUNITY BENEFIT

Provides for the construction of the offsite section of Wiederstein from where the developer's obligation stops to the Dietz Creek bridge in conjunction with the developer improving Wiederstein road to Schertz Parkway.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 24-R-044 authorizing a reimbursement agreement with the developer of the Heritage Oaks residential developmnet to reimburse them for constructing an offsite section of Wiederstein Road.

FISCAL IMPACT

The fiscal impact to the city is up to $154,536 which will be paid from the Roadway Impact Fee Service Area 2 account. The budget will be adjusted for this amount in the next quarterly budget adjustment that comes before council.

RECOMMENDATION

Approval of Resolution 25-R-044.

Attachments

Resolution 25-R-044 with attachment

RESOLUTION NO. 25-R-044

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS WITH THE DEVELOPER OF THE HERITAGE OAKS RESIDENTIAL SUBDIVISION IN THE CITY OF SCHERTZ, TEXAS AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Developer of the Heritage Oaks residential subdivision is constructing public improvements and the City desires for additional public related to those improvements to be constructed at the same time; and

WHEREAS, the Developer has agreed to construct the additional public improvements if the City agrees to participate by paying for the cost of those additional improvements; and

WHEREAS, per Subchapter C of Section 212 of the Texas Local Government Code, a municipality may contract with a developer of the subdivision of land to construct public improvements; and

WHEREAS, the City Council finds it is in the best interest of the City to enter into the Reimbursement agreement with the Developer of the Heritage Oaks residential subdivision.

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 a Reimbursement Agreement, generally in the form attached in Exhibit "A" subject to minor changes approved by the City Manager and City Attorney, with Anthony W. Eugenio, the developer of the Heritage Oaks residential subdivision for an amount not to exceed **ONE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS** ($154,536.00).

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

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

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

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

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

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

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

PASSED AND ADOPTED, this ____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

_____

Ralph Gutierrez, Mayor

ATTEST:

_____

Sheila Edmondson, City Secretary

Exhibit "A"

Heritage Oaks Residential Subdivision Reimbursement Agreement

REIMBURSEMENT AGREEMENT WITH DEVELOPER FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

THE STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GUADALUPE	§	

This Reimbursement Agreement with Developer for Construction of Public Improvements (the "**Agreement**") is by and between the City of Schertz, a Texas municipal corporation (the "**City**"), and Anthony W. Eugenio, owner and developer of certain hereinafter described property located within the City (the "**Developer**"), all collectively referred to as "Parties", and is effective upon the execution of this Agreement by the Developer and the City (the "**Effective Date**").

WHEREAS, Developer wishes to develop certain property (the "Property") located within the City limits, which is approximately 66 acres of land, out of the Toribio Survey No.68, Abstract No. 153, and situated in the City of Schertz, Guadalupe County, Texas; and

WHEREAS, a portion of the Property is the subject of the application for Replat of Live Oak Hills Subdivision Plat establishing Live Oak Hills Subdivision, Unit 1; and

WHEREAS, the Property abuts a portion of Wiederstein Road located in the City of Schertz, wherein Wiederstein will be widened and improved from the Property to the West Dietz Creek bridge (the "**Wiederstein Extension Property**") and any necessary utilities, if any,(collectively the "**Improvements**") must be relocated, extended, and/or upsized as depicted in **Exhibit "A"**, and where said Improvements have not been completed; and

WHEREAS, during the development planning stage for the Property, the City submitted to the Developer a request that the Developer design an extension of Wiederstein, from the Property to the bridge crossing West Dietz Creek, consistent with the Developers design of the Property and the City participate in the completion of the Improvements, which will benefit portions of the City beyond the Live Oak Hills Subdivision, Unit 1; and

WHEREAS, Developer and the City have agreed that the Developer will construct all Improvements on the Wiederstein Extension Property as described in **Exhibit "A"**, and the City has agreed to reimburse the Developer for certain costs associated with the construction of the Improvements as more specifically set forth herein and as set forth in **Exhibit "B"**; and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Agreement for the construction of the Improvements; and

WHEREAS, Section 212.071, et. seq. of the Texas Local Government Code authorizes municipalities to enter into a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the development without

complying with the competitive sealed bidding procedures of Chapter 252 of the Texas Local Government Code; and,

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I – Definitions.

The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

1.1. "Agreement" means this agreement, including any amendments hereto, between the City and Developer.

1.2. "Contractor" shall mean the person, firm, corporation, partnership, association, or other entity awarded the contract by Developer for the construction and installation of the Improvements.

1.3. "City's Participation Costs" shall mean costs associated with the construction of the Improvements, as designated on **Exhibit "B"** as City of Schertz responsibility.

1.4. "Improvements" shall mean the improvements described on **Exhibit "A"**

ARTICLE II – Construction of Improvements.

2.1. Construction of Improvements. Developer agrees to construct the Improvements in accordance with the plans and specifications approved by the City Engineer. No change in the construction plans shall be made by Developer without the prior written consent of the City Engineer. The entire cost of the construction of the Improvements shall be the responsibility and obligation of Developer, subject to the reimbursement obligations of the City as herein provided.

2.2. Contracts for Construction. The City acknowledges that Developer will select a qualified Contractor to construct the portion of the Improvements in accordance with the plans and specifications which will have been approved by the City Engineer prior to construction. Developer shall be solely responsible for payment of the work as it is completed, and shall make all payments in a timely manner to the Contractor, sub-contractors, and other parties involved in the construction of the Improvements.

2.3. Performance, Payment and Warranty Bonds. Developer shall post (or cause to be posted) with the City faithful performance, payment, and warranty bonds for construction of the Improvements to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code. The Developer shall covenant to warrant the public improvements for a period of two (2) years following acceptance by the City of all Improvements. A warranty bond shall be provided in the amount of 20% of the costs of the Improvements for such period. The costs of such bonds shall be a reimbursable cost

as set forth on **Exhibit "B"**.

2.4. Inspection. The City Engineer or designee shall periodically inspect the construction of the Improvements in the same manner, and shall possess the same authority, as is provided during the construction of subdivision improvements pursuant to the City of Schertz Subdivision Ordinance, as amended.

2.5. Insurance. The Contractor awarded the contract to construct the Improvements shall be required to carry Worker's Compensation Insurance on his employees and public liability and property damage insurance on his equipment and employees. The public liability insurance shall be not less than five hundred thousand dollars ($500,000.00) per person and one million dollars ($1,000,000.00) per occurrence, with property damage insurance of not less than five hundred thousand dollars ($500,000.00). In addition, City shall be furnished with Certificates of Insurance and shall be named an additional insured on such Certificates, and City shall be notified within thirty calendar days of any cancellation of such insurance.

2.6. Accounting. Developer shall submit to City a complete accounting of all costs incurred by Developer in the construction of the Improvements. City will not contribute or pay for any costs incurred by Developer which were not contemplated to be reimbursable costs by City as set forth on **Exhibit "B"**. Developer shall maintain the accounting of the Improvements for a period of two years from the date of acceptance by the City, and the City may inspect the Developer's books and records related to the Improvements at any time with reasonable notice.

2.7. **Indemnity. Developer agrees to protect, indemnify and save City harmless from and against all claims, demands and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, the performance of this Agreement by Developer or Developer's agents, representatives, employees, contractors, or subcontractors.**

ARTICLE III – Obligations and Payments.

3.1. City Obligations. The City agrees to pay to Developer City's Participation Costs which shall equate to the actual costs for the City's responsibility as set forth on **Exhibit "B"**. Notwithstanding any provision of this Agreement to contrary, City's Obligation shall only be for the reimbursement of costs incurred by Developer and shall not in any event exceed **ONE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED THIRTY-SIX DOLLARS ($154,536)** which is the percentage of Costs as set forth on **Exhibit "B"** (hereinafter the "City's Share").

3.2. Payment Procedures. City shall deliver to Developer payment of the City's Share as provided in this this section.

3.2.1 Submittal and Review. Developer shall periodically submit (anticipated to be monthly) a draw request (the "Draw Request") and the City

Engineer shall review the Draw Request showing costs incurred by the Developer during the prior month (or similar construction period). The Draw Request shall include lien waivers from the contractor for the percentage of completion or amount requested.

3.2.2 Upon the City Engineer's receipt of each Draw Request, the City Engineer shall inspect the Improvements (or otherwise be satisfied with information and evidence submitted by Developer) to confirm the percentage of completion as set forth in the Draw Request. The City Engineer shall approve or reject the Draw Request. If approved, the City Engineer shall promptly cause the City to reimburse Developer for the amount of the Draw Request which Draw Request shall be funded within thirty (30) days of approval by the City Engineer (which shall not be more than forty-five (45) days from submission by Developer. If rejected, the City Engineer shall specify the reason for rejection the requirements to cure the objection. Upon cure and approval, the City Engineer shall promptly cause the City to reimburse Developer for the amount of the Draw Request. A final inspection on the Improvements shall be conducted, noting any required corrections or repairs. Once corrections or repairs are made and deemed acceptable, the City will accept the Improvements. It is understood and acknowledged that the City Reimbursable Costs may be part of a larger draw request for work being performed by and for Developer.

3.2.3 Upon the City Engineer's receipt of the final Draw Request, a final inspection on the Improvements shall be conducted, noting any required corrections or repairs. Once corrections or repairs are made and deemed acceptable, the City will accept the Improvements and reimburse Developer the final payment as represented by the final Draw Request which shall be City's Share of costs.

Article IV – Assignment, Modification and Waiver.

4.1. Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in party, by any party without first obtaining written consent of the other party. Notwithstanding anything herein to the contrary, Anthony W. Eugenio intends to assign this Developer Participation Agreement to a development entity for performance of the development work. Anthony W. Eugenio shall obtain the City approval in writing prior to such assignment.

4.2. Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.

4.3. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.

4.4. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.5. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

4.7. Venue. This Agreement shall be performable and enforceable in Guadalupe County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.8. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.

4.9. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:	CITY OF SCHERTZ 1400 Schertz Parkway Schertz, TX 78154 Attention: City Manager
With copy to:	Denton Navarro Rodriguez Bernal Santee & Zech, P.C. 2417 N. Main Avenue San Antonio, TX 78212 Attention: T. Daniel Santee
If to Developer:	Anthony Eugenio 334 N. Park Rd. San Antonio, Texas 78216

With a copy to:

4.10. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

4.11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

[Signatures and acknowledgments on the following pages]

Signature Page to
Agreement with Developer for Construction of Public Improvement

This Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Developer:

By:_____
Anthony W. Eugenio

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Anthony W. Eugenio, for the purposes herein expressed.

(SEAL)

_____
Notary Public in and for
The State of Texas

My Commission Expires:_____

Signature Page to
Agreement with Developer for Construction of Public Improvement

This Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____
Name: _____, its City Manager

THE STATE OF TEXAS §
§
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2025 by _____, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

_____
Notary Public in and for
The State of Texas

My Commission Expires:_____

EXHIBIT A
IMPROVEMENTS

1. **Wiederstein Rd. will be widened to the proposed 26-foot section provided in the current construction plans for the Property.**
2. **A taper will match the proposed width to the existing bridge (±30 feet).**
3. **The sidewalks and access Rd. will be adjusted to match the new road width.**
4. **Drainage will continue down Wiederstein and leave the street near Dietz Creek bank through the curb cuts in the flume.**
5. **The drainage report will be updated to provide calculations for sizing the curb cuts and flumes.**
6. **CMA has requested longer sleeves should be placed under the wider roadways for its water reuse line. The reuse line must be adjusted as part of this extension to include a new pipe and sleeve under the widened roadway. The plans will be submitted to CCMA for approval.**

EXHIBIT B
CITY'S PARTICIPATION COSTS

1. **Engineering costs ($24,600 per the engineer proposal attached as Exhibit "C") for the Improvements on the Wiederstein Extension Property.**
2. **All Construction costs and incidentals ($129,936 as shown on the Engineer's Estimate of Probable Construction Costs as attached as Exhibit "C".**
3. **City to approve invoices during construction of the, to be submitted and City approved Contractor Bids for the Improvements on the Wiederstein Extension Property**

EXHIBIT C
ENGINEERING PROPOSAL

Binkley & Barfield | DCCM

January 16, 2024

Via: E-Mail

Mr. Tony Eugenio
334 N. Park Drive
San Antonio, TX 78216
PH: (210) 826-9000
Email: teugenio@presidio-sa.com

Re: Agreement for Civil Engineering Design Services
Wiederstein Rd Extension - Heritage Oaks Subdivision

Dear Tony:

The Heritage Oaks Unit 1 plans propose a 26 ft wide section for Wiederstein Road. After leaving the Heritage Oaks boundary, the road tapers down to the existing two-lane road. This proposal details the effort needed to extend the 26 ft wide section to the Dietz Creek Bridge, per the City of Schertz's request.

I have enclosed our Agreement for services for your consideration. If the Agreement is acceptable, please sign and return a copy. Please get in touch with me if you have questions about the proposed scope of work, the completion timeline, or other issues.

We are prepared to begin this project as soon as you authorize. We look forward to continuing our work with you!

Regards,

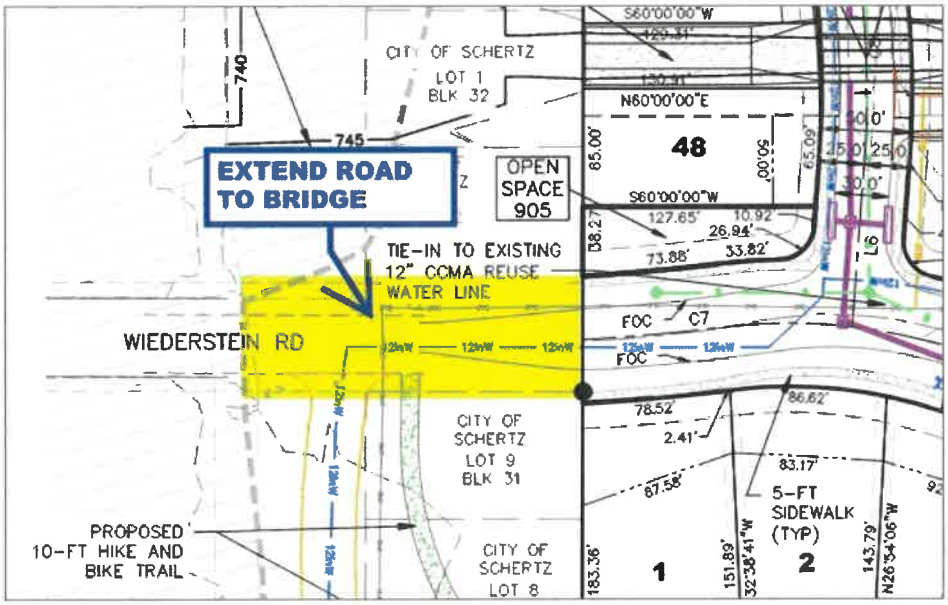
Binkley & Barfield, Inc.

Jerod Mott, P.E., CFM
Project Manager

Steve Albert, P.E., CFM
Vice President - Infrastructure

Project Description

The project scope and fees presented in this Agreement are based upon the current Unit 1 plans and current survey data collected for Unit 1.



The documents listed below are attached to and incorporated into this Agreement:

- Attachment A – 2024 Billable Rates
- Attachment B – Agreement Terms and Conditions

Scope of Project Services

Wiederstein Rd Extension

Wiederstein Rd will be widened to the proposed 26 ft section provided in the current construction plans. A taper will match the proposed width to the existing bridge width (~30ft). The sidewalks and access road will be adjusted to match the new road width. Drainage will continue down Wiederstein and leave the street near the Dietz Creek bank through the curb cuts and the flume. The drainage report will be updated to provide calculations for sizing the curb cuts and flumes. We assume that no floodplain permitting is required.

CCMA updates

CCMA has requested sleeves be placed under roadways for its water reuse line. The reuse line must be adjusted as part of this extension to include a new pipe and sleeve under the widened roadway. The plans will be submitted to CCMA for approval.

OPCC updates

A section will be created within the Opinion of Probable Construction Costs for this extension.

Assumptions and Exclusions

Assumptions and Exclusions used to define the scope of services for this Agreement include:

- Vehicular access to the project site will be available to Binkley & Barfield and their subconsultants.
- We currently have a survey of the bridge and creek bank area. No additional surveying will be required.
- Master plan updates are not required.
- The geotechnical study previously used for Unit 1 will be used for this extension.
- ADA submittals and Registered ADA Specialist reviews are not included.
- The Owner/Client or Contractor will be the "Primary Operator" and will be responsible for implementing and maintaining the SWPPP during construction.
- The Client will be responsible for paying all permit or City review fees.
- Subsurface Utility Engineering (SUE) for exposing existing utility locations is not included.
- Design for extension or relocation of public or franchise utilities is not included.
- Environmental Site Assessments, historical, archaeological, or endangered species services are not included.
- Bidding documentation is not included.
- SWPPP inspections, SWPPP permitting, or documentation is not included.
- It is assumed no floodplain permitting will be needed. CLOMR/LOMR design, submission, and fees to FEMA are not included.

Fees

We will perform and coordinate the services described in the Scope of Services for the fee listed below.

Task and Fee Summary	Fee Type	Fee Amount
Scope Listed Above	Lump Sum	$ 24,600

Please indicate your acceptance of the Agreement below.

Regards,

Binkley & Barfield, Inc.

Steve Albert, P.E., CFM
Vice President - Infrastructure
salbert@binkleybarfield.com

Accepted this ____ day of _____, 202__

_____
Signature

_____
Print Name

_____
Title

_____
Company

HERITAGE OAKS SUBDIVISION
WIEDERSTEIN EXTENSION ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS

DEMOLITION					
ITEM	DESCRIPTION	UNIT	QUANTITY	COST/UNIT ($)	TOTAL ($)
1	REMOVE AND DISPOSE EXISTING PAVEMENT AND BASE	SY	278	9	2,502
				DEMOLITION SUBTOTAL	2,502

PAVEMENT					
ITEM	DESCRIPTION	UNIT	QUANTITY	COST/UNIT ($)	TOTAL ($)
2	7" HMAC PAVEMENT (Addition to Bridge)	SY	384	47	18,048
3	10" AGGREGATE BASE (Addition to Bridge)	SY	469	12	5,632
4	LIME TREATED SUBGRADE (8" COMPACTED DEPTH)	SY	469	12	5,632
5	4" CONCRETE SIDEWALK, 5' WIDE	SY	126	67	8,442
6	6" CURB AND GUTTER	LF	192	30	5,760
				PAVEMENT, STRIPING AND SIGNAGE SUBTOTAL	43,514

DRAINAGE & EROSION CONTROL					
ITEM	DESCRIPTION	UNIT	QUANTITY	COST/UNIT ($)	TOTAL ($)
7	SIDEWALK DRAIN/CURB OPENING	EA	3	14,000	42,000
8	5' CONCRETE PILOT CHANNEL	SY	111	150	16,650
9	ROCK FILETER DAMS TYPE 1 (INSTALL)	LF	32	33	1,056
10	ROCK FILTER DAMS (REMOVE)	LF	32	14	448
11	HYDRO-MULCHING	ACRE	0.08	12,350	962
12	6" D50 ROCK RIPRAP	SY	22	52	1,144
				DRAINAGE SUBTOTAL	62,260

CONSTRUCTION COST TOTAL	**108,276**
CONTINGENCY (20%)	21,660
ENGINEER'S OPINION OF PROBABLE CONSTRUCTON COST	**129,936**

NOTES:
1) PAVEMENT QUANTITIES BASED ON NON-ROCK SECTIONS
2) OPEN CHANNEL DRAINAGE ASSUMED FOR EACH SIDE TIEING INTO EXISTING CONC AT BRIDGE
3) UNIT COSTS BASED ON HERITAGE OAKS BID PRICING
4) QUANTITIES BASED ON PRELIMINARY SCHEMATIC DESIGN

THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF
PERMITTING ONLY
UNDER THE AUTHORITY OF
JEROD MOTT, P.E. 113132
ON 20 Mar 2025
IT IS NOT TO BE USED FOR
CONSTRUCTION OR BIDDING
PURPOSES.

Agenda No. 9.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Utility Billing**
Subject:	**Resolution 25-R-040 - Authorizing a service agreement for Utility Billing printing and mailing services with Matrix Imaging Solutions, LLC (S.Gonzalez/J.Walters/R.Rosales)**

BACKGROUND

The city issued a Request For Proposal (RFP) from qualified firms with demonstrated experience in providing billing services as required by the City. Three (3) proposals were received in response to this solicitation. Key city stakeholders evaluated the proposals and scored based on criteria including cost, experience, qualifications, and quality of proposed services. The City recommends awarding the contract to the highest-rated firm, Matrix Imaging Solutions, LLC (previously DataProse).

GOAL

To enter into a contract with a utility billing service provider to perform printing and mailing services for the city.

COMMUNITY BENEFIT

The citizens of Schertz will have a reliable printing service that delivers bills on time, preventing delays, and offering competitive pricing.

SUMMARY OF RECOMMENDED ACTION

Staff recommends approving a utility billing service contract with Matrix Imaging Solutions, LLC that will remain in effect through April 30th, 2028, with the option to renew for two (2) additional terms of one (1) year each.

FISCAL IMPACT

The proposed vendor (Matrix) offered the lowest cost and funds are available in the approved Water/Sewer budget to cover these services.

Year 1 - $21,957.44
Year 2 - $23,055.32
Year 3 - $24,208.08
Year 4 - $25,418.49 (optional renewal)
Year 5 - $26,689.41 (optional renewal)

RECOMMENDATION

Approve Resolution 25-R-040

Attachments

Resolution 25-R-040 with attachments

Bid Tab - 2025-002 UB Print Mail Services

RESOLUTION 25-R-040

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT WITH MATRIX IMAGING SOLUTIONS, LLC FOR UTILITY BILLING PRINTING AND MAILING SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Schertz Utility Billing Division has a need to print and mail utility bills and notices; and

WHEREAS, in order to fulfill its responsibility as set forth above, the City solicited proposals for these services; and

WHEREAS, Matrix Imaging Solutions, LLC was the highest rated firm based on the evaluation criteria and overall best value for the City; and

WHEREAS, City staff has recommended that the City accept the proposal from Matrix Imaging Solutions, LLC for printing and mailing services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with Matrix Imaging Solutions, LLC pursuant to the recommendation made by the Utility Billing Staff.

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

Section 1. The City Council hereby authorizes the City Manager to execute an agreement with Matrix Imaging Solutions, LLC for printing and mailing services substantially as set forth in Exhibit A**.**

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

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

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

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

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

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

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT A

Agreement with Matrix Imaging Solutions for Utility Billing printing and mailing services

CITY OF SCHERTZ

SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement ("Agreement") is made and entered by and between the City of Schertz, Texas, (the "City") a Texas municipality, and Matrix Imaging Solutions, LLC ("Contractor").

Section 1. Duration
This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through April 30th, 2028 with the option to renew for two (2) additional terms of one (1) year each unless terminated as provided for in this Agreement.

Section 2. Scope of Work

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

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

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

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

Section 3. Compensation

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

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

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

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

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

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

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

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

Section 4. <u>Time of Completion</u>

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

Section 5. <u>Insurance</u>

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. The contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers' liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than $1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be $2,000,000. This coverage shall protect the public or any person from injury or property damage sustained by reason of the Contractor or its employees

carrying out the work involved in this Agreement. The general aggregate shall be no less than $2,000,000.

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

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

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

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

Section 6. <u>Miscellaneous Provisions</u>

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

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

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

(D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work

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

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

(F) *Conflict of Terms*.

Scope of work:

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

Other Agreements between parties:

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

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

Relevant definitions from the bill:

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

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

(H) *Non-Boycott of Energy.* Pursuant to Texas Senate Bill 13 (2021), Contractor certifies that either (i) it does not boycott Israel and will not boycott energy companies; and (2) will not boycott energy companies during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

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

(J) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to fulfil the obligations of the Contractor regarding such facilities. The contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(K) **INTERLOCAL PARTICIPATION**

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

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

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

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

Section 7. Termination

(A) This Agreement may be terminated:

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

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

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

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

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

Section 8. Indemnification

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

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement

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

Section 10. <u>No Assignment</u>
Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. <u>Severability</u>
If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. <u>Waiver</u>
Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. <u>Governing Law; Venue</u>
This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

Section 14. <u>Paragraph Headings; Construction</u>
The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. <u>Binding Effect</u>
Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. <u>Gender</u>
Within this Agreement, words of any gender shall be held and construed to include any other

gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts

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

Section 18. Exhibits & Attachments

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

Section 19. Entire Agreement

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

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

Section 20. Relationship of Parties

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

Section 21. Right To Audit

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

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied

party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

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

Contractor states that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/tec/1295-Info.htm for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

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

EXECUTED on this the _____ day of _____ , 20__.

CITY:

By: _____
Name: Steve Williams
Title: City Manager

CONTRACTOR:

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

City of Schertz
Attn: Steve Williams, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

CONTRACTOR:

Matrix Imaging Solutions, LLC
Attn: Curtis Nelson
1122 W. Bethel Rd Suite 100
Coppell, TX 75019

Exhibit "A"
SCOPE OF WORK

General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by the Proposer as part of its proposal, are set forth below.

Project Scope

The Proposer shall provide services related to data processing, printing, and mailing of Monthly Utility Bills and Penalty Notices for the City of Schertz.

Definitions

Data Processing Fees: Fees that are invoiced for processing monthly data files

Printing Fees: Fees that are invoiced for the printing of materials based on a defined set of requirements (specifications, quantities, etc.). – See Fee Schedule attached hereto in the Cost Proposal, subsection 8.1.2 Fee Schedule, and incorporated herein for all purposes. All fees and expenses under the agreement shall be paid from currently budgeted revenue only.

Mailing: Activities related to preparing monthly utility bills and lates notices for U.S. Postal Service. – See Fee Schedule in section 8.

Incremental Fees: Fees or charges which exceed those listed in the established schedule outlined in Section 8. Such fees would include additional inserts, special handling request, programing alterations, or any other request not included in the scope of this agreement.

Postage Fees: Fees charged by the U.S. Postal Service for the mailing of specific items.

Program Materials: Describes the water statements, penalty notices, and envelopes.

Program Quality: Describes the level of accuracy/errors for work produced in support of a program described in this agreement.

Monthly Utility Bill: A bill that has variable printed information and is addressed to the customers of COS. Bills are mailed to new customers and existing customers that continue using COS water service. Inserts with #9 BRE into #10 window envelopes.

Penalty Notice: A late notice that has variable printed information and is addressed to particular City of Schertz customers. The City generates this notice when a customer's payment has not been received in the allotted amount of time. Inserts into #10 window envelopes.

Description of Services for Monthly Utility Bill

The Proposer shall provide services for the City by processing, printing and mailing Monthly Utility Bills and Penalty Notices for utility services to residents of the City. Below is a description of the services to be provided by Bidder, for the Monthly Utility Bill program.

Monthly Utility Bills and Penalty Notices will be mailed within no more than forty-eight (48) hours of receiving complete data. If the complete data is not received by noon, the forty-eight (48) hours will commence on the following day. However, Bidder shall use commercially reasonable efforts to mail Penalty Notices within twenty-four (24) hours of receipt of the complete data from the City. I.e., Complete Flat File supplied Monday by Noon would result in file mailing out Wednesday.

Day 1: Complete working file uploaded to the Proposer's FTP site by Noon. The Proposer is to download file and QC file count.
Day 2: File to be processed, printed and folded.
Day 3: Letters inserted and delivered to the U.S. Post Office.

- Download file and confirm counts match.
- Laser Monthly Utility Bills and Penalty Notices in DDC on pre-perforated stock.
- Fold and deliver to The Proposers Mailing Department.
- Mailing to insert Monthly Utility Bills & 9 BRE into #10 window envelopes. Mailing to insert Penalty Notices into #10 window envelopes.
- Use envelope w/ indicia for 500 or more pieces.
- Use an envelope without indicia for 499 pieces or less.
- Deliver to U.S. Post Office.

Responsibilities of Each Party

The Proposer and the City agree that each party is accountable for completing specific responsibilities in support of this Agreement. The responsibilities of each Party are described below.

The Proposer shall:

Service all aspects of the City's Monthly Utility Bill Program as set forth in this Agreement.
Provide samples of requested bills / copy changes for the City's approval.
Complete printing of Monthly Utility Bills per the City's specifications, and by required date.
Provide and manage inventory of printed materials.
Submit invoices for payment to the City.

City of Schertz:

Extract complete utility data file according to established format, file structure, and without corruption, post to the Proposer's secure FTP site.

Frequency:
Monthly Utility Bills: Data transmissions weekly and a total of 3 cycles.
Penalty Notices: Data transmissions weekly of minimum 50 records per submission

Postage Fees:

Postage Fees for City of Schertz Penalty Notices mailed by The Proposer are unit rate. Postage Fees shall be invoiced by The Proposer as a pass-through charge to the City with no mark-up and subject to change by the U.S. Postal Service.

Invoicing Requirements:

Print Fees: The Proposer shall invoice the City monthly for the completion of approved print jobs from the previous month. All invoices must contain the following information:

Description of each printed file including date of transmission
Quantity of each printed file
Total fee for all monthly records

Mailing Services: The Proposer shall invoice the City monthly for the Monthly Utility Bills and Penalty Notices sent the previous month. All invoices must contain the following information:

- Description and quantity for each file processed, printed and mailed
- Unit fee for each item fulfilled
- Postage fee for each item mailed
- Total postage fees

Postage Fees: Postage Fees for Monthly Utility Bills mailed by The Bidder shall be invoiced to the City directly by the U.S. Post Office unless The Bidder meters because of minimum quantity requirements. Postage Fees for Penalty Notices mailed by The Bidder shall be invoiced to the City by The Bidder unless the quantity qualifies for City of Schertz mailing permit.

Performance Requirements

The Proposer shall provide the City with a Quality Plan to include, but not limited to, the following elements:

Actively monitor mailing counts and data processing counts to ensure all records mail.
Monitor monthly program activities to proactively identify and correct any quality issues or errors.
Develop an internal corrective action plan to raise awareness of frequent errors and to provide direction which will prevent them from recurring in the future.

COST PROPOSAL

Proposal of: Matrix Imaging Solutions, LLC.
(Proposer Company Name)

To: **The City of Schertz**

RFP Title: **Utility Billing Service**

RFP#: **2025-002**

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

Pricing for Services

The proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

The City will not recognize or accept any charges or fees to perform the Services that are not specifically stated in this Cost Proposal and Exhibit 1.

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

Pricing for Services

Proposers should submit their cost proposal for yearly service as well as complete Exhibit 1 (Fee Schedule)

Year 1: $ 21,957.44

Year 2: $ 23,055.32

Year 3: $ 24,208.08

Year 4: $ 25,418.49 (Renewal Option Year)

Year 5: $ 26,689.41 (Renewal Option Year)

Prices include processing, printing and mailing of an estimated 15,100 utility bills each month to include 8.5" x 11" 24# paper with perforation, 8 5/8" return window envelope and #10 large window outer envelope with Matrix indicia and an estimated 2,365 penalty notices each month with 8.5" x 11" 24# paper with performation and #10 large window outer envelope with Matrix indicia. Postage costs are not included.

Fee Schedule

This Fee Schedule contains a description, specifications, and pricing for each of the elements listed below:

Water Statement			
Description	**Specs**	**Unit**	**Price**
Water Statement	**Lasering Statement:** Print Variable Black/0 on pre-perforated (20# 8.5 x 11 – 3-2/3 bottom perf) variable text on address, letter fold Water Statement to insert into #10 Window Envelope. Insert with #9 Business Reply Envelope	EA	0.0718
#10 Window Envelope	**Printing:** PMS 287/0 with Blue Security Tint	EA	0.020
#9 Business Reply Envelope	**Printing:** PMS 287/0 with Blue Security Tint	EA	0.015
Mailing	**Mailing:** Variable Data Processing. Insert Statement, #9 Business Reply Envelope into #10 Window Envelope & deliver to Schertz USPO – **DOES NOT INCLUDE POSTAGE**	EA	included
	Total Cost ($) of 1 Kit		0.1068

Penalty Notice			
Description	**Specs**	**Unit**	**Price**
Penalty Notice	**Lasering Penalty Notice:** Print Variable Black/0 on (20# 8.5 x 11)- variable text and address, letter fold Penalty Notice to insert into #10 Window Envelope.	EA	0.0718
#10 Window Envelope	**Printing:** PMS 287/0 with Blue Security Tint	EA	0.020
Mailing	**Mailing:** Variable Data Processing. Insert Penalty Notice into #10 Window Envelope & deliver to San Antonio USPO – **DOES NOT INCLUDE POSTAGE**	EA	included
	Total Cost ($) of 1 Kit		0.0918

Incremental Fees			
Description	**Specs**	**Unit**	**Price**
Format Alterations	Alterations to the pre-determined template or supplied flat file	HR	$125.00/hr
ADHOC Programming	Specific programming that may be needed for future changes to template or data processing.	HR	$125.00/hr
Additional Inserts	Any additional notices that the City may want to add outside of normal program work.		Quote at time of Need
2 Sided Lasering	Printing on both sides of Water Statements or Penalty Notices	EA	included
Rush Fees	For any files supplied after deadline and expected to mail within less than 48 hours.	% Increase to standard	no charge*

*Rush fees apply to rush inserts and programming changes.

Miscellaneous Fees

The Proposer shall list any miscellaneous fess not otherwise outlined in this cost proposal, to include implementation, setup fees, and optional services that may be offered to the City.

Please refer to attached Optional Services Pricing.

MATRIX

OPTIONAL SERVICES PRICING

Implementation/Utility Set-up	Waived	One-Time
Additional Impressions – Black on One Side	$0.035	Each
Oversized Bills (8-99 pages) - Includes 9 x 12" Envelope - Inserting of Statements More than 8 Pages	$0.35	Each
Oversized Bills (100 + pages) Includes the Window Box	$5.00	Each
Additional Inserts – Cost to Insert (Newsletter, Reports, Buck Slips, etc.)	$0.005	Each
Offline Folding for Flat Client-Supplied Inserts	$0.005	Each
Bill Suppressions	$0.035	Suppression
Search & View Bill Archive – Includes 12 Months of Storage	$0.008	Each
API – Allows clients already utilizing the S&V service or their eBill payment vendor, a back-end path to access PDFs from our system. This product is a connector service between the client application or website and the indexed billing PDFs.	$200.00	Month
NCOALink – Corrections made from the USPS National Change of Address database. Corrections are provided in our standard reports so you can update your records and prevent future charges.	$0.25	Correction
Additional Programming – Client Requested/Approved Change Requests	$125.00	Hour
Special Handling – Overnight + FedEx or UPS Delivery	Cost	Each
Estimated Postage - Based on a 1–3-ounce piece and the lowest possible 5-digit zip code rate. Actual postage will apply as determined by the USPS.	$0.504	Each

**Pricing Does Not Include Applicable Sales Tax*

Exhibit "B"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

City of Schertz **emailed to: purchasing@schertz.com**
Purchasing Department **Faxed to: 210-619-1169**
1400 Schertz Parkway

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/26/2024

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

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

PRODUCER

LInwood Guardian Risk Management LLC
759 Dick Rd
Cheektowaga, NY 14225

CONTACT NAME: Tamara Boyle, ACSR, AINS
PHONE (A/C, No, Ext): (716) 710-8910 FAX (A/C, No):
E-MAIL ADDRESS: tboyle@linwoodguardian.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :	Nutmeg Insurance Company	39608
INSURER C :	ACE American Insurance Company	22667
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Dataprose LLC
Matrix Imaging Solutions LLC
6341 Inducon Dr E
Sanborn, NY 14132-9016

COVERAGES

CERTIFICATE NUMBER: 00050473-241001144932 REVISION NUMBER: 104

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	01SBAAZ8CRH	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	01UECAA4877	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	01SBAAZ8CRH	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Cyber/Technology E&O	Y	Y	F1731757A002	10/1/2024	10/1/2025	Per Claim	5,000,000

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

The City of Schertz, its commissioners, partners, officials, directors, officers, agents and employees are included as additional insureds where required by written contract.
Waiver of subrogation applies when required by written contract.

CERTIFICATE HOLDER

City of Schertz
1400 Schertz Parkway
Schertz, TX 78154

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tamara Boyle

(TAB)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2024

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PRODUCER
Gilroy Kernan & Gilroy
210 Clinton Rd
New Hartford NY 13413

CONTACT NAME:
PHONE (A/C, No, Ext): 315-768-8888 **FAX (A/C, No):** 315-768-8600
E-MAIL ADDRESS: Service@gkgrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MEMIC Indemnity Co	11030
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MATRIMA-01
DATAPROSE LLC
1122 W Bethel Road Ste 100
Coppell TX 75019

COVERAGES **CERTIFICATE NUMBER:** 1825560781 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	3102808597	4/1/2024	4/1/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WAIVER OF SUBROGATION IN FAVOR OF CERTFICIATE HOLDER WHEN REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

SCHERTZ, CITY OF
RISK MANAGEMENT
1400 SCHERTZ PARKWAY
SCHERTZ TX 778154

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

2025-002 - Utility Billing Services

Scoring Summary

Active Submissions

	Total	Proposer's Qualifications, Abilities, and Reputation	Quality of Proposed Services/System	Cost	Responsiveness of Proposal
Supplier	/ 100 pts	/ 30 pts	/ 30 pts	/ 30 pts	/ 10 pts
Matrix Imaging Solutions, LLC.	96	28.5	28	30	9.5
InfoSend Inc.	80	25	20	28.5	6.5
TC Delivers	61.72	16.5	17	23.22	5

Agenda No. 10.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Planning & Community Development**
Subject:	**Ordinance 25-S-012 – Conduct a public hearing and consider amendments to Part III of the Schertz Code of Ordinances, Unified Development Code (UDC), to Article 5, Section 21.5.4. - Zoning Change. (B.James/L.Wood/S.Haas)**

BACKGROUND

The proposed Unified Development Code (UDC) amendments are an effort to help clarify language in the UDC for applicants, residents, and Staff. The proposed amendment is in Article 5, Section 21.5.4. This is in response to changes to the City Charter that were approved by voters on November 5, 2024. Among those approved changes was the reduction of required ordinance hearings from two to one. Ordinances now only require one City Council hearing for approval. This change requires some edits to this particular section of the UDC where two meetings are still referenced.

A public hearing notice was published in the San Antonio Express on March 12, 2025.

GOAL

Staff is proposing to clarify language in the UDC to align with changes that were recently approved by Schertz voters in the November ballot. Among those approved changes was the reduction of required ordinance hearings from two to one. Ordinances now only require one City Council hearing for approval.

UDC Section 21.5.4.E. details the process for counting protest votes and in 21.5.4.E.4 there is language referencing two meetings that needs to be removed and revised.

UDC Section 21.5.4 - Zone Change Subsection E - Protest	
Current UDC Language	Proposed UDC Language
4. The following deadlines apply to the receipt and calculation of written protest: a. First Reading. Written protest must be received before noon (12pm) on the Friday before the first reading of the proposed zoning change or zoning map amendment ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1. b. Second Reading. Written protest must be received before noon (12pm) on the Friday before the second reading of the proposed zoning change or zoning map amendment ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1. c. Written protest received prior to the First Reading deadline will also be included in the Second Reading written protest calculation.	4. The following deadline applies to the receipt and calculation of written protest: a. Written protest must be received before noon (12pm) on the Friday before the consideration of the proposed zoning change ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1. b. In the event a federal, state, or local holiday prevents staff from receiving votes on the Friday before the City Council reading, the deadline will be extended to noon (12pm) on the next business day.

d. In calculating the written protest described by section 21.5.4.E.1., only the most recent written protest received prior to the deadline above will be counted per property. e. In the event a federal, state, or local holiday prevents staff from receiving votes on the Friday before the City Council reading, the deadline will be extended to noon (12pm) on the next business day.	

COMMUNITY BENEFIT

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

SUMMARY OF RECOMMENDED ACTION

When evaluating Unified Development Code amendments, staff uses the Criteria for Approval located in UDC Section 21.4.7.D.

1. The proposed amendment promotes the health, safety, and general welfare of the City
As part of promoting health, safety, and general welfare, Staff is taking active steps to ensure the well-being of its residents by making the city's development code more clear and easier to understand. This is often necessary when policy/practice changes in the city, like when voters approve charter amendments.

2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City
The City of Schertz voters approving changes to the City Charter indicate a new policy direction. Updating language in the UDC to match this direction helps achieve consistency across goals, objectives, and policies.

3. The proposed amendment corrects an error, meets the challenge of changing conditions, or is in response to changes in state law.
The amendment to UDC 21.5.4.E is a direct response to a change in the City Charter.

4. Other factors which are deemed relevant and important in the consideration of the amendment.
No other additional factors have been deemed relevant at this time.

RECOMMENDATION

The proposed amendments help the UDC align with changes to city policy. Therefore, Staff is recommending approval of Ordinance 25-S-012.

The Planning and Zoning Commission held a public hearing on March 5, 2025 and made a recommendation of approval with a 6-0 vote.

Attachments

Ord. 25-S-012 with Exhibits

UDC Article 5 - Protest (redlines)

City Council Presentation Slides

ORDINANCE 25-S-012

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO AMEND PART III, SCHERTZ CODE OF ORDINANCES, THE UNIFIED DEVELOPMENT CODE (UDC) ARTICLE 5, SECTION 21.5.4 – ZONING CHANGE

WHEREAS, pursuant to Ordinance No. 10-S-06, the City of Schertz (the "City") adopted and Amended and Restated 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 revision and updates to, and reorganization of, the Current UDC;

WHEREAS, on March 5, 2025, the Planning and Zoning Commission conducted a public hearing and thereafter recommended approval; and

WHEREAS, on April 1, 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 in the interest of the public safety, health, and welfare.

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

Section 1. The current UDC Article 5, Section 21.5.4 – Zoning Change is hereby amended as set forth on Exhibit A hereto.

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

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

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

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

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this

Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED and ADOPTED, this ____day of _____ 2025.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit “A”

Proposed Unified Development Code (UDC) Amendments

Article 5 Section 21.5.4 – Zoning Change

Sec. 21.5.4. Zoning Change.

A. *Applicability.*

1. The City Council may, from time to time, on its own motion, by request of the City Manager or his/her designee, or by application from a property owner, establish or amend the boundaries shown on the Official Zoning Map of the City. A zoning change is required to establish the use of land and the development associated with the proposed zoning classification for the purpose of establishing and maintaining sound, stable and desirable development within the City.

2. Approval of a zoning change authorizes a property owner to submit subsequent development applications consistent with the amendment.

B. *Application Requirements.*

1. *Application Required.* Any request for a zoning change shall be accompanied by an application and zoning exhibit prepared in accordance with the Development Manual.

2. *Accompanying Applications.* A request for a zoning change may be accompanied by an application for amendment of the Future Land Use Map or by a Subdivision Master Plan. Approval of a zoning change shall require all subsequent development applications to be consistent with the approved amendments.

3. *Tax Certificate Required.* All applications made as a request for a zoning change shall be accompanied by a copy of a Tax Certificate.

C. *Processing of Application and Decision.*

1. *Submittal.* An application for a zoning change shall be submitted to the City Manager or his/her designee. The City Manager or his/her designee shall review the application for completeness in accordance with section 21.4.2. The City Manager or his/her designee may, at its option, request a recommendation from any other City Department or consultant. The City Manager or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the City Manager or his/her designee shall forward a written recommendation to the Planning and Zoning Commission for consideration.

2. *Notification Requirements.* An application for a zoning change requires the following notification in accordance with section 21.4.3:

   a. written notice prior to consideration by the Planning and Zoning Commission; and

   b. published notice prior to consideration by the City Council.

   c. posted notice prior to consideration by the Planning and Zoning Commission and prior to consideration by the City Council.

3. *Commission Recommendation.* The Planning and Zoning Commission shall hold a public hearing in accordance with the Texas Open Meetings Act and section 21.4.4 and make a written recommendation regarding a proposed zoning change to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the zoning change. The Planning and Zoning Commission may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the recommendation to the City Council.

4. *Decision by City Council.* The City Council shall receive the written recommendation of the Planning and Zoning Commission regarding a proposed zoning change and shall hold a public hearing in accordance

with the Texas Open Meetings Act and section 21.4.4. The City Council may vote to approve, approve with conditions, or deny the zoning change. The City Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days after the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision.

5. *Consideration of a Previously Denied Zoning Change.* A request for a zoning change for a tract of land shall not be considered by the Planning and Zoning Commission or the City Council within six (6) months after the Council's decision to deny the request unless the request is to a different zoning classification or there has been a substantial change in the conditions surrounding the parcel since the initial request. For the purpose of this section, a request may be considered substantially different if the change is to a different zoning classification, there is a change in conditions relating to zoning principles of the property or surrounding properties or there is a change in the nature of the development of the property or surrounding properties. The City Manager or his/her designee shall have the authority to determine whether the request is substantially different from the initial request.

D. *Criteria for Approval.* The Planning and Zoning Commission, in making its recommendation, and the City Council, in considering final action on a zoning change, should consider the following criteria:

1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;

2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;

4. Whether other factors are deemed relevant and important in the consideration of the zone change.

E. *Protests.*

1. If a proposed zoning change is protested in accordance with this section, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths (¾) of all members of the City Council according to LGC, Local Government Code § 211.006(d). The protest must be written and signed by the owners of at least twenty percent (20%) of either:

   a. The area of the lots or land covered by the proposed zoning change; or

   b. The area of the lots or land immediately adjoining the area covered by the proposed zoning change and extending 200 feet from that area.

2. In computing the percentage of land area under section 21.5.4.E.1 above, the area of streets and alleys shall be included.

3. In determining property ownership under section 21.5.4.E.1 above, the property owner shall be the owner as indicated on the most recently approved municipal tax roll, unless the property has been bought or sold since the last approved municipal tax roll. The City Manager or his/her designee determines property ownership in the above-mentioned municipal tax roll from the County Appraisal District.

   a. If a property has recently been purchased and the County Appraisal District has not updated their public records to reflect the now current property owner, the new property owner must submit proof of ownership with their written protest to demonstrate ownership for the protest to be counted under section 21.5.4.E.1.

   b. In the event of a conflict in property ownership, the City Manager or his/her designee shall determine who the owner of the property is for the purposes of calculating written protest.

c. The written protest will only be counted if signed by the owner of the property. Written protests from tenants or lessees will not be counted toward the written protest calculations under section 21.5.4.E.1.

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b. In the event a federal, state, or local holiday prevents staff from receiving votes on the Friday before the City Council reading, the deadline will be extended to noon (12pm) on the next business day.

(Ord. No. 17-S-42, § 1(Exh. A), 10-24-2017; Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 23-S-78, § 1(Exh. A), 11-14-2023)

Sec. 21.5.4. Zoning Change.

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   b. The area of the lots or land immediately adjoining the area covered by the proposed zoning change and extending 200 feet from that area.

2. In computing the percentage of land area under section 21.5.4.E.1 above, the area of streets and alleys shall be included.

3. In determining property ownership under section 21.5.4.E.1 above, the property owner shall be the owner as indicated on the most recently approved municipal tax roll, unless the property has been bought or sold since the last approved municipal tax roll. The City Manager or his/her designee determines property ownership in the above-mentioned municipal tax roll from the County Appraisal District.

   a. If a property has recently been purchased and the County Appraisal District has not updated their public records to reflect the now current property owner, the new property owner must submit proof of ownership with their written protest to demonstrate ownership for the protest to be counted under section 21.5.4.E.1.

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c. The written protest will only be counted if signed by the owner of the property. Written protests from tenants or lessees will not be counted toward the written protest calculations under section 21.5.4.E.1.

4. The following deadline~~s~~ applies~~y~~ to the receipt and calculation of written protest:

a. ~~First Reading.~~ Written protest must be received before noon (12pm) on the Friday before the consideration ~~first reading~~ of the proposed zoning change ~~or zoning map amendment~~ ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.

~~b. Second Reading. Written protest must be received before noon (12pm) on the Friday before the second reading of the proposed zoning change or zoning map amendment ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1~~.

~~c. Written protest received prior to the First Reading deadline will also be included in the Second Reading written protest calculation.~~

~~d. In calculating the written protest described by section 21.5.4.E.1., only the most recent written protest received prior to the deadline above will be counted per property.~~

b~~e~~. In the event a federal, state, or local holiday prevents staff from receiving votes on the Friday before the City Council reading, the deadline will be extended to noon (12pm) on the next business day.

(Ord. No. 17-S-42, § 1(Exh. A), 10-24-2017; Ord. No. 18-S-04, § 1(Exh. A), 1-23-2018; Ord. No. 23-S-78, § 1(Exh. A), 11-14-2023)

Ord. 25-S-012

UDC Amendments to Article 5 – Zoning Districts

Samuel Haas| Senior Planner

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

Background

- Staff brought forward these amendments to help align the UDC with recent changes in the City Charter.
- Article 5, Section 21.5.4. - Zoning Change
  - Subsection E.4 - Protest

Article 5, Section 21.5.4. - Zoning Change

- City Charter amendments that were approved by Schertz voters on November 5, 2024.
  - Ordinances require one hearing – previous Charter required two
  - Some language in 21.5.4.E.4 requires updating as a result.

Article 5, Section 21.5.4. - Zoning Change

4. The following deadline~~s~~ applies~~y~~ to the receipt and calculation of written protest:

   a. ~~First Reading.~~ Written protest must be received before noon (12pm) on the Friday before the consideration ~~first reading~~ of the proposed zoning change ~~or zoning map amendment~~ ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.

   ~~b. Second Reading. Written protest must be received before noon (12pm) on the Friday before the second reading of the proposed zoning change or zoning map amendment ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1~~.

   ~~c. Written protest received prior to the First Reading deadline will also be included in the Second Reading written protest calculation.~~

   ~~d. In calculating the written protest described by section 21.5.4.E.1., only the most recent written protest received prior to the deadline above will be counted per property.~~

   b~~e~~. In the event a federal, state, or local holiday prevents staff from receiving votes on the Friday before the City Council reading, the deadline will be extended to noon (12pm) on the next business day.

Article 5, Section 21.5.4. - Zoning Change

4. The following deadline applies to the receipt and calculation of written protest:

   a. Written protest must be received before noon (12pm) on the Friday before the consideration of the proposed zoning change ordinance by the City Council, in order to be included in the calculation of written protest described by section 21.5.4.E.1.

   b. In the event a federal, state, or local holiday prevents staff from receiving votes on the Friday before the City Council reading, the deadline will be extended to noon (12pm) on the next business day.

Article 5, Section 21.5.4. - Zoning Change

SCHERTZ | COMMUNITY SERVICE OPPORTUNITY

PLANNING & COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

January 24, 2025

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on **Wednesday, February 5th, 2025** at **6:00 p.m.** located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

PLZC20240317 - Hold a public hearing and make a recommendation on a request to rezone approximately 4.3 acres of land from Manufacturing – Light District (M-1) and Single-Family Residential District (R-6) to General Business District (GB) known as Comal County Property Identification Number 75307, also known as 7444 FM 482, City of Schertz, Comal County, Texas

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Samuel Haas, Senior Planner at 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail planning@schertz.com. If you have any questions, please feel free to call Samuel Haas, Senior Planner directly at (210) 619-1783.

Sincerely,

Samuel Haas
Senior Planner

Reply Form:

City Council will have one reading on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before consideration by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☐ neutral to ☐ the request for **PLZC20240317**

COMMENTS: _____

NAME: _____ SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: _____

DATE: _____

1400 Schertz Parkway ★ Schertz, Texas 78154 ★ 210.619.1000 ★ schertz.com

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Article 5, Section 21.5.4. - Zoning Change

Reply Form:

City Council will have two readings on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before each reading by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☐ neutral to ☐ the request for **PLZC20240141**

COMMENTS: _____

NAME: _____ SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: _____

DATE: _____

Reply Form:

City Council will have one reading on the request after the recommendation from the Planning and Zoning Commission. This form is used to calculate the protest in accordance with LGC, Local Government Code 211.006(d). ***The written protest must be received by City no later than noon (central time) on the Friday before consideration by the City Council****. If the name of the person signing this form does not match the name listed as the owner on the appraisal district website, proof of ownership is required in order for this to count towards the protest.*

I am: in favor of ☐ opposed to ☐ neutral to ☐ the request for **PLZC20240317**

COMMENTS: _____

NAME: _____ SIGNATURE _____
(PLEASE PRINT)

STREET ADDRESS: _____

DATE: _____

UDC SECTION 21.4.7.D Criteria for Approval

1. **The proposed amendment promotes the health, safety, and general welfare of the City**

Staff is taking steps to ensure the well-being of its residents by making Schertz's development code more clear and easier to understand.

UDC SECTION 21.4.7.D Criteria for Approval

2. The proposed amendment is consistent with the goals, objectives, and policies of this UDC and the City

Voters approving changes to the City Charter indicate a new policy direction.

- Updating UDC creates consistency across goals, objectives, and policies.

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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.

These amendments are a direct response to Charter Amendments.

UDC SECTION 21.4.7.D Criteria for Approval

4. Other factors which are deemed relevant and important in the consideration of the amendment.

No other additional factors have been deemed relevant at this time.

Public Hearing provides an opportunity to introduce additional considerations.

Recommendation

Staff Recommendation

The proposed amendments help the UDC align with changes to city policy.

Therefore, Staff recommends approval of Ord. 25-S-012

The Planning and Zoning Commission held a public hearing on March 5, 2025 and made a recommendation of approval with a 6-0 vote.

Agenda No. 11.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Executive Team**
Subject:	**Ordinance 25-F-014 - Conduct a public hearing and consider approving a franchise agreement with Frontier Waste Solutions for the collection, hauling and disposal of municipal solid waste and recyclable materials in the City of Schertz, Texas (S.Williams/S.Gonzalez)**

BACKGROUND

In 2015, the City awarded a ten-year franchise agreement to Bexar Waste to provide the collection, hauling and disposal of municipal solid waste (Ordinance 15-F-18). In 2017, Bexar Waste was acquired by Republic Services and City Council authorized the reassignment of the franchise agreement to Republic Services (Resolution 17-R-41). The current agreement with Republic Services expires on June 30, 2025.

One of the goals staff had during this process was to look at providing uniform service across the city. Currently, 65% of the residential accounts receive twice-a-week garbage pickup, while the remaining 35% is served with once-a-week pickup. Schertz has this twice-a-week service for a portion of the community, due to its legacy contract. The twice-a-week accounts either set bags on the curb or provide their own small trash container (max 32-gallon). The once-a-week accounts are provided with a 96-gallon poly cart. All addresses receive once-a-week recycling pickup, and most accounts are provided with small container bins (18-gallon). Additionally, each account can receive 12 bulk/brush pickups a year that can be scheduled online through the customer portal. Fall and Spring Clean-Up events are provided twice a year for residents and household hazardous waste items can be dropped off during the last weekend of the clean-up events. Finally, Public Works provides a weekly Curbside Chipping service during the year which can be scheduled through the city's website. There is a fee of $40 and is applied to the resident's water bill.

In January 2025, the City engaged a consultant firm, Solid Waste Specialists, who has expertise in assisting cities with procurement of solid waste services. During a workshop at the February 4, 2025, Council meeting, the consultant, along with staff, provided the history of solid waste services, an overview of what services are currently provided, the timeline of the procurement process, and what Council could expect going forward. The consultant reviewed the options that were going to be included in the Request for Proposal (RFP):

- Residential Collection Options
  - Solid Waste
    - Once a week in 96-gallon cart
    - Twice a week in 96-gallon cart
  - Recycling Options
    - Once a week in 96-gallon cart
    - Every other week in 96-gallon cart
  - Brush/Bulk Options
    - Once a week collection of 3 cubic yards
    - Every other week collection of 3 cubic yards
  - Optional On Call Household Hazardous Waste collection
  - Unusual accumulation collection (special collection larger than allowed for bulk) for a predetermined fee
- Commercial and Roll-Off Collection
  - No significant changes to the proposed service – rates to be submitted based on size of container and frequency of collection (same as current contract)

Prior to the release of the procurement solicitation, the proposed franchise agreement was reviewed and approved by the City Attorney. The City released an RFP for solid waste services on February 5, 2025. A mandatory pre-proposal conference was held on February 11, 2025, and representatives from eight waste management contractors attended. A total of four sealed proposals were received by the deadline on March 5, 2025. Proposals were reviewed and scored based on a variety of criteria including qualifications and experience, company operational information, cost, reputation, capability, resources, and proposal methodologies and strategy. The scoring matrix used is included below for Council reference.

Criteria	**Percent of Total**
Experience Providing Like-Services to Like-Sized Cities	7%
Financial Strength of Proposer	5%
Strength of Personnel at the Hauling Division	3%
Operational Plan in Narrative Format	10%
TRIR and DART Safety Scores	3%
Transition Plan in Detailed Narrative Format	15%
Disaster Management Plan	5%
Customer Service, Reporting, the use of GPS & Support	10%
Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract	7%
Competitive Cost of Proposal	35%

After initial review and evaluation of all proposals, the top two ranked respondents were invited to participate in an interview to discuss their proposal and answer staff questions. Interviews were held with Frontier Waste Solutions and Republic Services on March 24, 2025, to give the evaluation committee an opportunity to ask questions or seek clarification prior to making a final recommendation. Staff representatives and key stakeholders from City Management, Finance, Utility Billing and Parks participated in the interview process and provided input on the final selection recommendation.

Per the RFP process, Council can go with staff's recommendation or can make an alternative selection. Additionally, Council has the ability to reject the scores, dismiss the RFP and redirect staff to negotiate directly with a vendor. This would not be staff's recommendation, as going through the RFP process gave the vendors the ability to provide their best services at their best price. The evaluation committee recommended Frontier Waste Solutions for the award of a franchise agreement for solid waste services, as they had the highest score and the lowest cost.

Residential trash and recycling fees have remained at the same rate for the past seven years – this is the breakdown of the current cost:

Garbage (for either one-time or two-times per week):	$12.41
Recycling one-time per week:	$ 2.05
Brush/bulk pick-ups (12x/year)	Included in cost
Total Cost:	$14.46

Operating costs for waste management, including labor, equipment, fuel, and disposal fees, have increased over the past decade. Considering that a rate increase has not occurred over the past seven years, staff anticipated there was going to be fee increases for both residential and commercial services. Additionally, it's important to

note that under the current contract, residents are currently paying the same but receiving different levels of service.

Attached are the bid tabulation sheet and the price rating sheet summary. While there are several options available, staff recommends the following option at the following cost for residential services:

Garbage one-time per week:	$12.73
Recycling every other week:	$ 4.37
Bulk/Brush every other week:	$ 1.00
Total Cost:	$18.10

For those residents that currently have twice-a-week garbage pick-up, set-out rates for this service are 65% on the first day and 35% on the second day. The transition to once-a-week pickup has been occurring in the surrounding communities due to rising costs. As a reminder, Schertz has twice-a-week service for a portion of the community, due to its legacy contract. Staff does not recommend twice-a-week service, as the price for it came in significantly higher and staff is looking to balance the needs of all the residents and the overall financial impacts to them. By switching to a once-a-week service, the twice-a-week residents will receive a 96-gallon cart, which would replace the bags they currently set on the curb and/or the max 32-gallon cart (that they purchase). The consolidation of services to once-a-week automated collection pickup will streamline the collection process, allowing the service provider to operate more efficiently and do so in a safer manner.

For recycling services, most residents have a small 18-gallon bin. Again, as mentioned above, one of the goals of procuring a new solid waste contract is to ensure uniform service is provided across the city. Set out rate is high at 70%, but that can be attributed to the small container. With this new agreement, all households will be provided with a 96-gallon cart. Even with the recommendation of switching to every other week for recycling, the larger container can hold the amount of what would have been set out on a weekly basis (18x2 weeks=36 gallon versus 96 gallon every 2 weeks).

For brush/bulk pick-up, the current level of service is twelve pickups a year – scheduled online through the customer portal. With the proposed option, brush/bulk pickup would be included and picked up every other week (on the same day as recycle). The chipping service would no longer be provided. Public Works staff are currently dedicating 20-30 hours a month to provide this service and with the addition of a more frequent brush pick-up, provided by the vendor, it would free staff up to work on the items they need to be focused on (crack sealing roads, filling potholes, etc.). With the proposed brush pick-up, the limbs shall not exceed four feet in length and not exceed four inches in diameter and must be bundled and tied at the curb. This collection specifically excludes debris resulting from the services of a Commercial Tree Service Provider, but that is something that is already currently in place.

Staff took the following into consideration when making this recommendation:

- Anticipation of increased costs
- Equalize level of service across the city
- Balance the needs of all residents and the financial impact to them

This recommendation also has the lowest overall impact on commercial businesses. Small commercial accounts go from $15.70, $27.08 and $39.34 to $45 for once-a-week pick-up and $90 for twice-a-week pick up. Commercial containers increase by 43% (and recycle containers will be available). Roll-off containers increase 67% for a 20 cubic yard, 41% for a 30 cubic yard and 21% for a 40 cubic yard. Compactor rentals had the largest increase but if a business wants to use it for recycling purposes, they are free to choose a different provider. The vendor will meet with each commercial account to assess their usage and needs.

Staff also understands there may not be a desire to change service levels as proposed above. That being said, if Council desires another option, staff recommends the following:

Garbage one-time per week
Recycling one-time per week

Bulk/Brush every other week
All for a flat fee of $22.00

This option does not change the above-mentioned impact on commercial businesses – it remains the same. Future rate increases on both residential and commercial will be tied to the garbage and trash index and the annual adjustment shall not result in an increase in the Base Rates exceeding the lesser of 1) the percentage increase in the CPI for the twelve-month period or 2) five percent of the then current Base Rate. If the percentage change in the CPI would result in a decrease in the Base Rates, the Base Rates shall remain unchanged for the immediately following contract year.

Regardless of which option Council ultimately selects, staff is aware that we will not make everyone happy. The communication component will be critical moving forward. Staff has developed the framework for a comprehensive trash campaign and once direction is provided, staff will work closely with the vendor to ensure that all communication elements are being utilized before, during, and after implementation.

City staff recommends approval of Ordinance 25-F-014 authorizing the City Manager to execute a 5-year franchise agreement with Frontier Waste Solutions for solid waste services.

GOAL

To approve a franchise agreement to provide for the collection, hauling and disposal of municipal solid waste and recyclable materials in the City of Schertz.

COMMUNITY BENEFIT

To provide the City with an updated Solid Waste Franchise Agreement Ordinance that contains the proper provisions that are needed in the best interest of the health, safety, and welfare of the citizens of the city.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve Ordinance 25-F-014 awarding a Five-Year exclusive franchise agreement to Frontier Waste Solutions for waste collection for the City of Schertz.

FISCAL IMPACT

The increase in rates will be a pass-through cost to the customers. However, there are Franchise/Billing fees that the Vendor remits to the City. Current fees are 15%, consisting of a 3% Franchise Fee and a 12% Bill Processing Fee. The Franchise Fee goes to the General Fund and allows the vendor to use our rights-of-way to perform their service. Additionally, it helps offset costs for wear and tear on streets. The Bill Processing Fee goes to the Water/Sewer Fund and it helps offset operational costs and billing services performed by the Utility Billing Office.

The proposed Franchise/Billing fee is 10%. This keeps the 3% Franchise Fee but reduces the Bill Processing Fee to 7%. This reduction is attributed to the shift of customer service and commercial billing that the Vendor will now provide.

With keeping the 3% Franchise Fee, the General Fund will see an increase of approximately $60,000 (previous amount $180,000; new amount $240,000). The 7% Bill Processing Fee equates to a reduction of $100,000 in revenue, which the Water/Sewer fund is able to absorb this cost.

RECOMMENDATION

Staff recommends Council approve Ordinance 25-F-014.

Attachments

Ordinance 25-F-014 with attachments

Bid Tab and Price Rating Summary Sheet

City Council Presentation Slides 04.01.25

ORDINANCE 25-F-014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS APPROVING AN EXCLUSIVE FRANCHISE AGREEMENT WITH FRONTIER WASTE SOLUTIONS FOR THE COLLECTION, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF SCHERTZ,TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, PROVIDING A SEVERABILITY AND REPEALER CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Texas Health and Safety Code Chapters 361and 363 provides for the regulation and disposal of municipal solid waste and authorizes a municipality to contract for the operation of a solid waste management system; and,

WHEREAS, in 2017, Republic Services acquired Bexar Waste and assumed the ten-year franchise agreement awarded to Bexar Waste in 2015 by Ordinance No. 15-F-18 and assigned to Republic Services in 2017 by Resolution 17-R-41, expiring on June 30, 2025; and,

WHEREAS, the City determined that it was in the best interests of the City and its citizens to contract Solid Waste Specialists to solicit proposals for the award of a new franchise agreement for the collection, hauling, and disposal of municipal solid waste and recyclable materials; and,

WHEREAS, on April 1, 2025, the City Council conducted a public hearing to consider the matter; and,

WHEREAS, having completed the proposal process and all pre-requisites required by Section 4.09 of the City Charter, to include placing the full text of the ordinance on the City's website for at least one week prior to final adoption of the franchise ordinance, the City has determined that it is in the best interest of the City and its citizens and promote the health, safety and general welfare to award a franchise agreement to Frontier Waste Solutions.

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

Section 1. That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this ordinance for all purposes and are adopted as part of the judgment and findings of the City Council.

Section 2. The "Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Schertz, Texas (hereinafter the "Agreement"), upon execution, substantially as set forth in Attachment A and incorporated herein for all purposes is hereby approved; and the City Manager is hereby authorized, on behalf of the City, to execute the Agreement and any other ancillary instruments and documents as may be reasonably necessary to effectuate the intent of this Ordinance.

Section 3. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of Schertz, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions such ordinances, in which event the conflicting provisions of such ordinances

are hereby repealed. Any renumbering shall be made as necessary in the City's Code of Ordinances as necessary.

Section 4. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. Public Meeting. That 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 6. Effective Date. This ordinance shall take effect immediately from and after its passage and any publication requirements.

PASSED, APPROVED and ADOPTED ON this _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Attachment "A"

Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Recyclable Materials in the City of Schertz, Texas

MUNICIPAL SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL CONTRACT

(Residential, Commercial, Industrial, and Recycling)

This **Solid Waste and Recyclable Materials Collection, Transportation, Disposal, and Processing Contract** ("**Contract**"), is entered as of the Effective Date by and between the **City of Schertz** (hereinafter called "**City**"), a Texas home rule municipality, and **Frontier Waste Solutions** (hereinafter called "**Contractor**"), a _____ corporation, acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as "**Parties**" and individually as "**Party**.")

RECITALS

WHEREAS, City has found and determined that the public health and safety of City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of Solid Waste kept and accumulated by residential and multi-family neighborhoods; and

WHEREAS, Contractor is engaged in the business of collection and Recycling of Solid Waste and is familiar with City's requirements and its Solid Waste services; and

WHEREAS, City has determined Contractor to be qualified to provide Solid Waste collection, transportation, and disposal service upon the terms and conditions and for the consideration set forth in this Contract; and

WHEREAS, City has determined through a competitive process in accordance with state law that Contractor provides the best value for Solid Waste services for City's residents; and

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential, commercial garbage and trash, and residential recycling, over, upon, along, and across City's present and future streets, alleys, bridges, and public properties subject to the terms of this Contract; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential and, commercial garbage and trash, and residential recycling, over, upon, along, and across City's present and future streets, alleys, bridges, and public properties subject to the terms of this Contract.

WHEREAS, Contractor has agreed to reimburse City for the development of the RFP and other Contract Documents in accordance with Section 8.1(f) of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

I. GRANT OF CONTRACT AND FRANCHISE; TERM

1.1 **Grant of Contract and Franchise**. To the extent allowed by law, City hereby grants to Contractor:

(a) The sole right, duty, and privilege within City's Limits to conduct business for the purpose of collection and transportation, disposal and/or Processing of Waste Materials, Construction and Demolition Debris, and Recyclable Materials during the Term of this Contract from all Residential, Commercial, and Industrial Customers located within City's incorporated limits; and

(b) The sole right, duty, and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities.

1.2 **Initial Term**. The Initial Term of this Contract shall commence on July 1, 2025 (the "**Commencement Date**") and shall end on September 30, 2030 (the "**Expiration Date**"), unless otherwise terminated earlier or extended as provided herein.

1.3 **Extension Term**. City may extend the Initial Term for one (1) additional five (5) year term beginning October 1, 2030, upon the same terms and conditions set forth in this Agreement. Notice of the extension of the Term of this Contract for the Extension Term must be delivered in writing by City to Contractor on or before October 1, 2029. Notwithstanding anything regarding City's exercise of the Extension Terms, the Parties agree that City may, at any time prior to or after the expiration of the Initial Term and, if applicable, the first Extension Term, solicit bids or proposals for contracting for the collection of Waste Materials or such other services provided for herein for a period commencing after the Expiration Date, as original established and/or extended by the first Extension Term, if applicable.

II. DEFINITIONS

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different meaning; words and phrases not defined here shall be construed as in ordinary, common usage:

"Acceptable Waste" means any non-hazardous waste that is Solid Waste, including Green Waste/Yard Waste, Trash, Bundles, Bulky Waste, Acceptable Brush, and Acceptable Fencing, except for "Unacceptable Waste," as defined herein.

"Backdoor Garbage Service (Elective Carry-Out Service)" means the collection of Acceptable Waste from behind the building line. The waste shall be placed in front of the building facing the street in such a manner visible from the street as to be accessible without entering a gate. Backdoor Garbage Service shall be provided at an additional charge for all households who request this service.

"Bag" means a plastic sack designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top.

"Brush" means any cuttings or trimmings from trees, shrubs, or lawns, including Green Waste. Limbs should not exceed four (4) feet in length and not exceed four (4") in diameter. All Brush will be bundled and tied in such a way as to allow safe lifting by the employee into the collection vehicle. No stacks, bags, bundles, or containers shall exceed forty (40) pounds in total weight.
The term "Brush" specifically excludes debris resulting from the services of a Commercial Service Provider.

"Bulky Waste" means large rubbish items including but not limited to White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

"**Business Day**" means a day that is not a Saturday, Sunday, or Holiday.

"**City Facility**" means a property owned, leased, and/or operated by City.

"Collection" means the act of removing from a Customer's property (i) Waste in any form for transport to a Disposal Facility, (ii) Recyclables for transport to a Recycling Facility.

"Collection Area" means that portion of the City in which Contractor provides collection services as described in this RFP.

"**Commercial Unit"** means all commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other nonmanufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of the City.

"Commercial Waste" means all types of Solid Waste generated by Commercial Units, excluding Residential Waste and Industrial Waste.

"Commercial Service Provider" means a commercial business enterprise that provides tree limb cutting and removal, or complete tree and stump removal services.

"Compactor Unit" means a mechanical unit that receives, compacts, and reduces the volume of MSW, Refuse, or Garbage, whether stationary or mobile.

"Construction and Demolition Debris" means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Residential Unit, Municipal Facility, or large commercial and industrial unit, including but not limited to carpet, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.

"**CPI**" means the Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100), *https://www.bls.gov/news.release/cpi.t02.htm*, published by the United States Department of Labor, Bureau of Labor Statistics ("**BLS**"); or, if the BLS ceases to publish the CPI, such other index the Parties agree provides an equally authoritative measure of inflation and the change in the purchasing power of the U.S. dollar as it relates to the provision of solid waste collection services in the United States.

"Container" means a receptacle with a capacity of at least 18 gallons but not greater than 96 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

"**Contract Administrator"** means the City Manager or his/her designee responsible for actively interacting with Contractor to achieve the Contract's objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; mediating and expediting timely resolution customer /Contractor issues, and other duties necessary to implement the

Contract.

"Curbside" means (i) in the case of a street or highway with a defined asphalt or concrete curb establishing a vertical boundary separation between a roadway and an adjacent lot or tract, the area within three (3) feet of the curb that provides primary access to the Unit as designated by City; and (ii) in the case of a street or highway that is not constructed with a curb, the area within three (3) feet of the edge of the paved area of the street or highway that provides primary access to the Unit as designated by City; and (iii) with respect to a Unit where the placement of Waste for collection at defined in (i) or (ii), whichever is applicable, interferes with or endangers the movement of vehicles or pedestrians, such other place as close to the Unit's adjacent roadway as approved by the City Manager.

"Customer" means the owner or tenant of a Residential Unit, Commercial Unit, and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

"Dead Animals" means animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

"Detachable Container" (also referred to as "Dumpster") means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover, and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (i.e., "Roll-Off Containers").

"Disabled Carryout": Collection of a qualified disabled Residential Unit Customer's Waste cart when placed the cart is placed outside the Customer's garage, carport, or front door visible from the street, rather than curbside placement.

"Disposal Facility" means a duly permitted sanitary landfill selected by Contractor for the disposal of the Waste, Brush, and Bulky Waste collected by Contractor from City during the Contract Term. All Waste Materials collected within City under this contract shall be deposited at any Disposal Facility properly authorized by the State. Contractor shall negotiate directly with the owner of the Disposal Facility for permission to use the Disposal Facility and Contractor shall bear all disposal costs and other related expenses.

"Disaster Event" means an event or occurrence, including, but not limited to, wildfires, storms, floods, fires, tornados, earthquakes, train derailments, airplane crashes, and similar events determined by the City Manager to have caused widespread damage and destruction to personal property.

"Disaster Debris" means Waste Materials, including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster that are generated by any sector affected by a Disaster (e.g., households, businesses, government, etc.)

"Disaster Management Plan" means the Contractor's operational policies and procedures that will be implemented to collect, remove, and properly dispose of Disaster Debris when an event or occurrence is determined by City to be a Disaster Event, and when Contractor is selected to provide such additional services as those with rates in Tab 8 of the RFP**.**

"Disposal" means the deposition, injection, dumping, spilling, leaking, or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.

“Excluded Waste” means Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, Construction Debris, Special Waste, and other types of Waste expressly excluded from this Contract.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease, and bones; paper that has been contaminated with food, fat, or grease; and compostable paper including paper towels, paper plates, tissue, and waxed paper.

“Garbage” means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

“Generator” means a person or municipality that produces or creates Municipal Solid Waste.

“Hazardous Waste” means any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, et, seq., as amended.

“**Holiday**” means New Year’s Day, Independence Day, Thanksgiving Day, and Christmas Day.

“Household Hazardous Waste” or “HHW” means items that have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas and shall include, but not be limited to, outdoor insecticides and fertilizers, automotive products, household insecticides and maintenance chemicals, paint products and other items including electronics, small batteries, vehicle batteries, and lamps.

“Industrial Unit” means an industrial business or establishment, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of City.

“Industrial Waste” means Solid Waste resulting from or incidental to any process of industry or manufacturing, mining, or agricultural operations.

“Large Dead Animals” are excluded from this contract and means animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from healthcare-related facilities which is comprised of animal waste, bulk blood, and blood products, microbiological Waste, pathological Waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions), as may be amended.

“Municipal Solid Waste” or “MSW" means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies,

combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials.

"Non-Recyclables": Any materials in Single-Stream Materials or Recyclable Materials that are not Recyclable Materials.

"Offal Waste" is excluded from this contract and means waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing, and packing plants, rendering plants, and fertilizer plants.

"Overage": As to Residential Units, any Waste, Recyclables, Brush or Bulky Waste placed curbside for collection above the volumes permitted by this Contract that the Customer has not requested Contractor collect for a fee as an Unusual Accumulation, and as to Commercial Units, any Waste located outside the Dumpster or equipment regularly used for such waste collection service or more than the applicable weight limits of the Dumpster or equipment. Contractor shall have the right to take a digital photo of the Overage.

"Performance Bond" means a corporate surety bond that guarantees compensation to City if it must assume the obligations and/or duties of Contractor to continue the service as defined by the Contract's documents.

"Permit" means a permit issued by the State of Texas to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance, and permit renewal.

"Poly Cart" means a 96-gallon poly cart plastic container, provided by Contractor or Customer, clearly marked for MSW or Recycling, equipped with wheels, handles, and a tight-fitting cover, capable of being mechanically unloaded into Contractor's collection vehicles. The terms "Cart" and "Wheeled Container" shall be considered interchangeable.

"Processing" means recycling of Single Stream Materials at a properly permitted Recycling Facility.

"Proposal Bond" means a corporate surety bond, or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the proposal as a guarantee that the proposer will, if called upon to do so, accept and enter in the Contract.

"Recyclable Material means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material. Residential Recyclables include but are not limited to, juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

"Recycling Container" means a plastic receptacle with a capacity of 96 gallons designed for the Curbside Collection of Recyclable Materials, equipped with wheels, handles, and a tight-fitting cover, designed for automated, or semi-automated, collection vehicles. The weight of a cart and its contents shall not exceed approximately 170 pounds.

Recyclable Material" or **"Recyclables"** means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material.

"Residential Recyclables" include, but are not limited to, juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

"Recycle" or "Recycling" means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, **or**, plastics, and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

"Recycling Facility" means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations, municipal solid waste landfills, or resource recovery facilities.

"Refuse" means the **s**ame as Rubbish.

"Residential Construction Debris" means waste building materials generated by the homeowner at their residence resulting from construction, remodeling, repair, or demolition operations. The term Residential Construction Debris does not include dirt, concrete, rocks, bricks, roofing shingles, or waste generated as a result of contractor services used for the activities herein described.

"Residential Curbside Recycling" means the collection of Recyclable Materials placed by Customers residing in Single-Family Structures Curbside for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

"Residential Unit": A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

"Residential Waste" means all Refuse, Garbage, Rubbish, and other Solid Waste generated by a Customer at a Residential Unit.

"Roll-Off Container" means a container provided to a Residential Unit, Commercial Unit, or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume Refuse generating Commercial Units or Industrial Units or for construction and remodeling, and capable of pickup and transport to a Disposal Facility by loading of the container onto the rear of transporting vehicle, but excluding a stationary Compactor.

"Rubbish" means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, Cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

"Solid Waste" means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26, as may be amended; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste Materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas or its successor agency under Natural Resources Code, §91.101 as amended, unless the Waste, substance, or material results from activities associated with gasoline plants, natural gas liquids Processing plants, pressure maintenance plants, or re-pressurizing plants and is Hazardous Waste; or (d) Unacceptable Waste.

"Special Waste" means Waste that requires special handling and management due to the nature of the Waste, including, but not limited to, the following: (a) containerized Waste (e.g. a drum, barrel, portable tank, box, pail, etc.); (b) Waste transported in a bulk tanker' (c) liquid Waste; (d) sludge Waste; (e) Waste from an industrial process, (f) Waste from a pollution control process; (g) residue and debris from the cleanup of a spill or release of a chemical; or (h) any other Waste defined by Texas law, rule or regulation as "Special Waste".

"Stable Matter" is excluded from this contract and means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

"Structure" means all single-family homes, and multi-family dwellings, as well as Small Businesses, included in the specifications. It also means those City Facilities that the City may at its sole discretion include in the Contract.

"Unacceptable Waste" means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements, or (viii) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.

"Unit" means, collectively, Residential Units, Commercial Units, and Industrial Units.

"Unusual Accumulations" Any Residential Unit Waste placed Curbside for collection which does not meet the specifications defined by this Contract for regular Garbage, Bulky Waste, and Yard Waste including any Waste placed in a bag or other container without a Pink Tag. Contractor has the right to

take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

"Vegetable Waste" is excluded from this contract and means putrescible solid waste resulting from the processing of plants for food by a commercial establishment such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

"Waste" or **"Waste Materials"** means all Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to the Contract. The term "Waste" specifically excludes Unacceptable Waste.

"White Goods" means refrigerators that have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

"Yard Waste" (or "Green Waste") means accumulations of lawn, grass, or shrubbery cuttings or clippings, dry leaf rakings, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by Refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be bundled, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed forty (40) pounds in weight.

III. RATES

3.1 **Base Rates**. For the services provided by Contractor pursuant to this Contract, Contractor is authorized to charge and shall receive from City the rates set forth on **Exhibit A** attached hereto and incorporated herein by reference ("**Base Rates"**). The Base Rates are subject to adjustment from time to time as provided in Section 3.2., below.

3.2 **Modification of Rates**. Base Rates charged by Contractor for services will remain fixed and will not be adjusted until October 1, 2026. Commencing on October 1, 2026, and continuing annually on the first day of each Contract Year thereafter, Contractor may adjust the Base Rates (each an "**Annual Adjustment**"), subject to the following:

(a) Not later than the later of (i) July 1st prior to the effective date of the Annual Adjustment, and (ii) the fifth (5th) business day after publication of the CPI described in Section 3.2(b)(1), below, Contractor must provide City written notice of the new schedule of Base Rates for the immediately following Contract Year based on the Annual Adjustment, which notice must include a copy of the new Base Rates schedule (the "**Adjustment Notice**");

(b) Each Annual Adjustment shall not result in an increase in the Base Rates exceeding the lesser of:

(1) The percentage increase in the CPI for the twelve-month period ending on the May 31st immediately prior to the effective date of the Annual Adjustment; and

(2) Five Percent (5%) of the then current Base Rates;

(c) If the percentage change in the CPI for the twelve-month period ending on the May 31st before the effective date of the Annual Adjustment would result in a decrease in the Base Rates, the Base Rates shall remain unchanged for the immediately following Contract Year;

(d) If Contractor fails to timely deliver the Adjustment Notice as provided in Section 3.2(a), the Base Rates shall not be adjusted for the immediately following Contract Year; and

(e) If no Annual Adjustment is applied to a Contract Year following Contractor's failure to timely deliver an Adjustment Notice to City, the Annual Adjustment for the following Contract Year shall continue to be based on the percentage change in CPI for the twelve-month period ending on the May 31st prior to the first day of the next Contract Year (i.e., there is not "catch-up" for the missed increase).

3.3 **Regulatory Rate Adjustment**. Contractor may petition City at any time for additional payment rate adjustments on the basis of certain unusual and unanticipated changes in the cost of operations outside the Contractor's reasonable control, including, but not limited to, new or revised Federal or State laws, ordinances, or regulations that place a direct fee or tax per ton on municipal solid waste generated by City. The increase per month shall be calculated using the annual reported waste generation data per account in City. City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. If City shall fail to approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract not earlier than 180 days after providing written notice to City.

IV. SERVICE SPECIFICATIONS

4.1 **General/Service Contracts**. The work to be performed by Contractor pursuant to this Contract consists of collection, transportation, and disposal, at its own expense, of Waste and Recyclable Materials collected from Residential Units, and Commercial Waste and Industrial Waste collected from Commercial Units and Industrial Units, within the corporate limits of City as the present and future boundaries exist, and the furnishing of all labor, methods or processes, tools, equipment and transportation necessary to meet the requirements of this Contract.

4.2 **Residential Solid Waste Collection**.

(a) Contractor will provide one (1) time per week collection of Acceptable Waste with the Contractor supplying one 96-gallon poly cart per residence.

(b) The Cart will be placed at the curb by 7:00 a.m. on the designated collection day. Residents are required to place their cart(s) next to the curb in front of the residence for pickup. It is

the City's intention to continue all residential collection at the same location residence has used for set-out in the past.

(c) All materials to be collected shall be placed within the Cart. Collections shall be made from Residences on a regular schedule on the same day and at approximately the same time each week. This service will be provided Monday through Friday.

(d) Contractor is not responsible for collecting Carts weighing more than 170 pounds. Contractor shall collect Carts/Containers that are placed Curbside or at the front of the home in the area of the drainage ditch (the exception being for Special Needs). Contractor shall be responsible for providing notice first to the Customer and then to City staff if they believe the cart is not prepared and/or located correctly by a Customer. However, City shall be the sole and final judge as to such conditions and locations.

(e) Collection of waste materials should not start before 7:00 AM or continue after 7:00 PM on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances.

(f) Residential Unit and Municipal Facilities collection routes shall be established by Contractor. Contractor shall submit a map designating the Residential Unit and Municipal Facilities collection routes to City at least two (2) weeks in advance of the commencement date for such route collection activity. Contractor shall communicate route day changes via direct mailings at its own expense, a map of the Residential Unit collection routes of such size to clearly show all pertinent information. Contractor may from time to time make changes in routes or days of collection affecting Residential Units or municipal facilities provided such changes in routes or days of collection are submitted to City at least two (2) weeks in advance of the commencement date for such changes. Contractor shall properly give written notice to the affected Residential Units.

4.3 **Residential Collection not covered under the Base Rates**. The following are not covered under the Base Rates:

(a) The collection or disposal of Excluded Materials, and

(b) The collection or disposal of any increased volume resulting from a flood, hurricane, tornado, ice storm, or similar or different Act of God over which Contractor has no control. In the event of such a flood, hurricane, tornado, ice storm, or other Act of God, Contractor and City may negotiate the work to be performed by Contractor under the Disaster Management Plan provided by Contractor, utilizing the rates for equipment, labor, and disposal rates provided in Exhibit A to this Contract.

4.4 **Residential Collection of Recyclable Materials**. Contractor shall provide one collection every other week, on the same day that MSW is collected, of Recyclable Materials placed in the Residential Unit's Contractor-supplied 96-gallon Recycling Cart. Contractor shall not be required to collect any Recyclable Materials from a Residential Unit that are not placed in the Residential Unit's designated Recycling Container. Contractor may, but is not required to, treat as trash any Recyclable Materials placed at the Curbside but not in the Recycling Container.

4.5 **Changes in Recycling Market Conditions**. If market conditions develop that limit or inhibit Contractor from selling some or all of the collected Acceptable Recyclable Material, Contractor may give written notice to City of (i) a need to redefine Acceptable Recycling Material and Non-Recyclables, (ii) update the Processing facility's Average Commodity Mix, (iii) suspend or discontinue any or all Recycling services, or (iv) dispose of Acceptable Recycling Material (as defined below) at the Disposal Facility and update the pricing to City accordingly. Such actions may be reversed, upon approval from City, if market conditions dictate.

4.6 **Acceptable Recycling Material**. Recyclables that are eligible for collection ("**Acceptable Recycling Materials**") must be dry, loose (not bagged), un-shredded, and empty, and shall include only the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing, and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green	Magazines, glossy inserts, and pamphlets
Plastics not listed above including but not limited to those with symbols #3, #4, #7	Cartons, Aseptic Containers

4.7 **Non-Recyclables**. Waste that is not eligible for recycling and shall not be treated and collected as Acceptable Recycling Materials ("**Non-Recyclables**") include, but are not limited, to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window, or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	
Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bake ware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

4.8 **Residential Brush/Bulk Collection**: Contractor will collect Brush and Bulky materials every other week on the same day the Residential Unit receives MSW and Recycling collection. Contractor shall not be obligated to collect Brush Materials set out for collection that:

(a) Contains limbs exceeding four (4) feet in length or four (4") in diameter;

(b) Is not stacked at the curb in such a manner that Contractor's employee can reasonably and safely lift the material into the collection vehicle;

(c) Is not Debris resulting from the services of a Commercial Tree Service Provider;

(d) Does not consist of more than three (3) cubic yards of Brush and Bulky materials per collection;

(e) Is a White Good or other appliance designed to contain freon or other refrigerant materials that has not been tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection as required by Section 4.12.

4.9 **Household Hazardous Waste Collection. Optional to be determined by Council** Contractor shall provide a program to collect Household Hazardous Waste from Residential Customers at their residences on a call-in basis subject to the following:

(a) Contractor shall establish a toll-free telephone number to which Residential Customers may call to request HHW collection;

(b) Contractor must provide a container/bag into which Customers may place HHW items in advance of the collection;

(c) Contractor may require Customers to place the HHW materials inside the provided bag/container except for large electronics, which the Customer shall be permitted to place for collection on the Customer's front doorstep, in front of the Customer's garage, or some location away from the curb or public street;

(d) Contractor may limit the collection of HHW at the Residential Unit from all Residential Customers requesting HHW collection to a single day during each calendar month, which date must be provided to the requesting Customer at the time the request for HHW collection is made;

(e) In no case shall a Customer be required to wait more than 31 days from the date the request for collection is made before Contractor collects the Customer's HHW;

(f) Contractor shall seek to have collected HHW recycled if the technology exists;

4.10 **Reserved.**

4.11 **White Goods.** White Goods such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Contractor shall not accept for collection refrigerators or other devices known to contain

chloroflouro-carbons (CFCs) unless the Residential Customer establishes the item is free of CFCs by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities.

4.12 **Residential Unusual Accumulation Collection**. When a Customer desires a collection of more material than the weekly limit for MSW or Brush and Bulk, the Customer may request an Unusual Accumulations Collection, which Contractor may perform subject to Customer's payment of a fee for such collection to Contractor reflecting a cost per hour for the use of the Collection vehicle, plus applicable disposal, as set forth in Exhibit A hereto. Any additional fees that might be charged by Contractor to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor's supervisor, and such fees must be approved by the Customer prior to commencing work.

4.13 **Disaster Debris Collection**, When City determines that an event or occurrence is a Disaster Event, City may request Contractor to collect Disaster Debris placed for collection from Single Family Residential Units and City Facilities within the Collection Area. Notwithstanding Section 1.1 to the contrary, City shall have the right to contract with a third-party to provide Disaster Debris Collection in addition to or in lieu of Contractor providing collection services. If City elects to use the services of Contractor to collect these additional materials resulting from the Disaster Event, City shall grant Contractor variances in routes and Exhibits, as deemed necessary.

4.14 **Residential Carts.** Contractor agrees to provide one (1) new Poly Cart for placement of Waste ("**Waste Cart**") and one (1) new Cart for Recyclable Materials ("**Recycling Cart**") to each Residential Unit (Waste Carts and Recycling Carts collectively being "**Carts**")not later than five (5) days prior to the Commencement Date. Upon written notice from City, Contractor agrees to provide one (1) new Waste Cart and one (1) new Recycling Cart to new Residential Units constructed within City during the Term of the Contract. New Carts will be delivered to the Residential Unit with written instructions for proper use, including information regarding any actions taken by a Resident that may void manufacturer warranties, such as the placement of hot ashes in the Cart. New Recycling Carts and replacement lids for existing Recycling Carts will have recycling guidelines heat molded on the top of the lid determined by Contractor subject to City's approval, which approval shall not be unreasonably withheld or delayed.

(a) Contractor shall not be required to collect any Waste or Recyclable Materials that are not placed in the designated Cart or within bags as provided in Section 4.2, bags of Waste Materials exceeding ten (10) placed for collection on a single collection day, any Waste or Recyclable Materials from a Cart that weighs more than 170 pounds, or a Cart and/or bags that are not properly placed Curbside; provided, however, prior to refusing to collect any Waste from a Residential Customer because such Waste is not properly prepared (i.e. placed in a Poly Cart or bagged) and/or placed at Curbside, Contractor shall notify the Residential Customer and then the City Manager if it believes the Waste is not prepared and/or located correctly by the Residential Customer, in which case the City Manager shall be the sole and final judge as to whether or not such Waste was properly placed for collection and should be collected; and

(b) Carts shall remain at the location of the Residential Unit where delivered by Contractor. Should a Cart be lost or stolen from a Residential Unit, Contractor shall provide a replacement Cart. Contractor shall assess a $75.00 charge to the Resident for new replacement carts and shall look solely to the Resident to pay such charge. If a Cart is damaged while at a Residential Unit, the Residential Customer shall contact Contractor

directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge.

Contractor will be responsible for promptly responding to requests from and delivering Carts to Residential Customers who need a damaged Cart replaced. Contractor shall deliver a reconditioned Cart not later than five (5) business days after written notice from City or the Customer. Reconditioned Carts must be cleaned prior to delivery to the Customer. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

4.15 **Special Needs Waste Placement for Collection Assistance**, If the City Manager determines that all residents of a Residential Unit are physically disabled or because of age or verified physical limitations cannot safely move their Carts to the curb for collection, Contractor personnel will collect the Carts at the side yard or garage door and return to the same place once emptied ("**Special Needs Collection**"). All requests for Special Needs Collection will be considered by Contractor and the decision on whether to provide Special Needs Collection to a Customer forwarded by Contractor to the City Manager and Residential Customer. The City Manager may either approve or reject a Contractor's determination to not provide Special Needs Collection for a qualified Residential Customer. The rate for Special Needs Collection shall be the same as a regular collection.

4.16 **Right to Reject Unacceptable Waste**. Contractor may, in its sole discretion, reject Unacceptable Waste placed curbside for collection by a Customer, in which case neither title to, nor liability for, such Unacceptable Waste shall pass to Contractor.

4.17 **Adding Residential Customers**. Contractor will establish New Residential Customer Service not later than the next collection day for the subject Residential Unit following receipt of the written request for such commencement of service from City.

4.18 **Small Businesses Garbage Collection**. Collections from all Small Business Garbage Generators shall be performed at least weekly on the same day and at approximately the same time each week using 96-gallon Carts provided by Contractor. If a Small Business Garbage Generator elects to receive Recycling Service, Contractor shall provide one 96-gallon Recycling Cart to be collected once per week on the same day as the collection of the Waste Cart. Contractor is not responsible for collecting Carts weighing more than 170 pounds from Small Business Garbage Generators. Contractor shall notify the Small Business Garbage Generator and the City Manager if Contractor believes the Small Business Garbage Generator's Waste is not prepared and/or located in an area accessible to the Collection Vehicle; provided; however, the City Manager's determination shall final as to such conditions and locations and whether the collection should proceed.

4.19 **Front End Loader and Roll Off Container Collection**.

(a) Prior to the beginning of the Contract, Contractor shall provide new Dumpsters for Garbage Collection to all Facilities receiving Dumpster collection service under the Contract. Dumpsters will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers. Dumpsters shall be located on the premises in a manner satisfactory to City or site manager

and convenient for collection by Contractor. City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

(b) Contractor is not required to collect from Dumpsters if access across the Customer's private property is blocked.

(c) Establishments generating putrescible waste materials will receive a minimum of two (2) days per week collection. Contractor shall make collections at all commercial establishments subject to the terms of the Contract and at sufficient additional intervals necessary to perform adequate services and to protect the environment. Where the refuse is exclusively non-putrescible in nature, one (1) weekly collection is permitted.

(d) Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.

(e) Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of City. Collections shall be made on a regular schedule on the same day and at approximately the same time each week.

(f) Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.

(g) Contractor nor City shall be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the services in the Contract.

(h) Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years. Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by City within five (5) business days of notification.

(i) Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

(j) Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. Contractor shall repair or replace within one (1) business day any Detachable Container that City determines does not comply with ordinance standards or constitutes a health or safety hazard.

(k) No commercial container, Dumpster, or Roll-Off Container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the Dumpster or Roll-Off Container to the point where the lid(s) will close, or where the load may be safely tarped before transport.

(l) Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in approved containers or a manner herein provided, including any waste material that is not properly contained in accordance with the Contract. During hauling, all waste material must be contained, tied, or enclosed so that leaking, spillage, or blowing is minimized. In the event of spillage by Contractor, Contractor shall be required to clean up the litter caused by the spillage. Contractor shall be responsible for closing the doors of a container enclosure after servicing the Dumpster within that enclosure.

(m) Where Dumpster overflow occurs, windblown litter shall be the responsibility of the Customer to clean and remove. Where windblown litter occurs due to negligence of Contractor during the act of lifting and emptying a container, the Contractor shall perform the necessary clean-up of the windblown litter.

4.20 <u>Detachable Containers-Generally</u>

(a) Prior to the Commencement Date, Contractor shall provide New Detachable Containers and, if applicable, New Compactor Units, to all Commercial and Industrial Units receiving collection service under the Contract.

(b) Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers.

(c) Detachable Containers shall be painted a uniform color, bear Contractor's name and telephone number, and bear a serial number coded for Container size.

(d) Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out at least once every 2-1/2 years, upon Customer or City request.

(e) Contractor-Owned roll-off compactor containers shall be steam cleaned or changed out, at least once each year or as directed by City for an agreed-upon fee between the Customer and Contractor.

(f) Detachable Containers shall be located on the Customer's property at a location approved by the City Manager and convenient for collection by Contractor. The City Manager, whose decision shall be final and binding, shall mediate any disagreements over Detachable Container placement and collection.

(g) Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked.

4.21 <u>Commercial Unit Collection.</u> Subject to the limitations of collection days and times in Section 5.2, Contractor shall make at least two (2) weekly collections at all Commercial Units on a regular schedule on the same days and approximately the same times each week subject to the terms of the Contract Documents and at sufficient additional intervals necessary to perform adequate services and to protect the environment unless otherwise approved in advance by City. If a Commercial Unit's Waste is exclusively non-putrescible and of sufficiently low volume such that the Waste generated by the Commercial Customer does not exceed the volume of the Commercial Customer's

Containers between collections, once-a-week collection is permitted. Contractor shall not be required to perform the collection of Commercial Units during emergencies resulting from Acts of God or when the Commercial Customer has failed to pay Contractor for the services received. Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Unit Customer.

4.22 **Detachable Container Maintenance**.

(a) Contractor shall be responsible for the maintenance and repair of Contractor's Detachable Containers damaged due to Contractor's negligence.

(b) Contractor shall repair or replace not later than one (1) business day any Detachable Container after the City Manager notifies Contractor of a determination that the Detachable Container does not comply with ordinance standards or constitutes a health or safety hazard.

(c) Contractor shall graffiti from its Detachable Containers not later than five (5) business days after notification by City or a Customer of the existence of the graffiti. Contractor shall keep a record of the locations of Detachable Containers containing graffiti, take a photograph of the graffiti prior to its removal, and provide such location information and photographs to City as part of the Monthly Report.

(d) Each Detachable Container to be placed at a City Facility is subject to inspection by City and approval as to appearance and condition before placement at any City Facility. A Detachable Container shall be reconditioned and repainted, if necessary, before being located at a City Facility that has not used it earlier. Contractor shall clean and/or repaint a Detachable Container showing excessively damaged paint and/or an accumulation of waste residue within the Detachable Container not later than thirty (30) days after delivery of a written request by City.

4.23 **Overloaded Containers**. No commercial container, Dumpster, or Roll-Off Container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. Contractor may decline to empty an overloaded container until the Customer unloads the Dumpster or Roll-Off Container to the point where the lid(s) will close, or where the load may be safely tarped prior to transport.

4.24 **Stationary Compactor Units. The purchase, lease, installation, maintenance, and repair of Stationary Compactor Units or any related parts or accessories, as well as the Detachable Container, will be by agreement between Contractor and the property owner and/or authorized property manager of the property where the Stationary Compactor Unit(s) will be placed. Contractor's agreement with Customers using Stationary Compactor Units shall provide for the collection and transport of the Compactor Unit's Detachable Container. The rental of a Detachable Container shall be in accordance with the Roll-Off Rates set forth in Exhibit A attached hereto.**

4.25 **Excluded Waste**.

(a) Contractor has no obligation to collect Excluded Waste pursuant to this Contract. Unless otherwise provided in this Contract, City has no obligation to pay Contractor for the collection of Excluded Waste.

(b) If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire bin, container, bag, or bundle of waste containing the Excluded Waste. Contractor shall contact City upon the discovery of Excluded Waste that has been placed for collection. City shall be responsible for taking any appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste.

(c) If any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. City reasonably assists Contractor in determining the identity of the depositor or generator of the Excluded Waste to enable Contractor to collect from the depositor or generator the cost incurred by Contractor in connection with such Excluded Waste.

(d) Contractor releases and holds City harmless from any liability for any cost incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be deposited or generated by City.

V. COLLECTION OPERATIONS – GENERAL PROVISIONS

5.1 **Disposal**: Contractor shall deliver all Waste collected pursuant to this Contract to a Disposal Facility.

5.2 **Hours of Collection**.

(a) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(c), collection of Waste from Residential Customers shall not start before 7:00 A.M. Central Time or continue after 7:00 P.M. Central Time on the same day in any residentially zoned area of City's corporate limits or otherwise within 500 feet of a Residential Unit Collection from Residential Units shall not occur on Sundays unless authorized in writing by the Contract Administrator following a weather-related event (e.g. winter storm event) or other circumstance that has resulted in Contractor being unable to perform regular collections on schedules days.

(b) Unless otherwise agreed by the Contract Administrator in accordance with Section 5.2(c), collection of Waste from Commercial and Industrial Customers shall be performed on a regular schedule on the same days and approximately the same times each week, Monday through Saturday between the hours of 5:00 A.M. Central Time and 7:00 P.M. Central Time; provided, however, unless otherwise approved by the Contract Administrator, which approval shall not be unreasonably withheld, collection from a Commercial or Industrial Customer shall not occur before 7:00 A.M. Central Time if the location where the collection will occur is within 500 feet of a Residential Unit.

(c) Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 7:00 P.M. Central Time each service day unless:

(1) Contractor provides written notice to the City Manager with a description and justification of the unusual circumstances prior to the collection that justifies a later completion time for the route or Customer identified in the request; and

(2) The City Manager determines that the collection will not result in a violation of City's ordinances, including those regarding excessive noise; and

(3) The City Manager approves the later completion time in writing.

5.3 **Collection Routes**. Contractor shall work with City staff to develop routes prior to the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those that would otherwise be in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless:

(a) such change has been approved in writing by the City Manager, which shall not be unreasonably withheld or delayed; and

(b) if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days prior to the date the new collection dates become effective.

5.4 **Holidays**. Contractor may, at Contractor's option, suspend collection on a Holiday. If Contractor elects not to provide collection services on a Holiday, Contractor shall notify City not less than two (2) weeks in advance of the Holiday of the dates that collection will occur for those Customers whose regular collection day falls on the Holiday on which a collection did not occur, provided such delayed collection shall be not later than the next business day following the Holiday unless otherwise agreed by the Contract Administrator.

5.5 **Complaints**. Customer complaints, including complaints for missed collections, shall be directed to Contractor. At the end of each business day(and, in the case of complaints received on a Saturday, Sunday, or a Holiday, on the immediately following business day), Contractor shall email to City a summary of Customer complaints received on that day setting forth at least the following relating to each complaint:

(a) The address of the Customer making the complaint;

(b) The time the call or e-mail was received from the Customer;

(c) Whether the Customer is a Residential, Commercial, or Industrial Customer;

(d) A summary of the follow-up action taken by Contractor to resolve open complaints from the same or prior days, including the date of the original complaint, the date(s) and time(s) of subsequent communications with the Customer regarding the complaint, the name of Contractor's employee(s) who interacted with the Customer regarding the complaint, a summary of the contents of the communications between Contractor's employee(s) and the

Customer, and the date when Contractor has deemed the complaint to be resolved and closed.

5.6 **Collection Vehicles and Equipment**. All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor and comply with the following:

(a) All vehicles shall be not older than four (4) model years on the Commencement Date and not older than ten 10 model years at any time during the term of this Agreement;

(b) All vehicles shall be kept in good operating order and a clean and sanitary condition with the interior of the cab free of clutter;

(c) All collection equipment shall be operated and maintained in compliance with all applicable state and federal safety standards;

(d) Contractor shall obtain and maintain current all required operating permits and registrations for the collection vehicles;

(e) Collection vehicles shall be painted in Contractor's color schemes. Vehicle numbers, at least six-inch (6.0") high shall be painted on each side of the rear of the vehicle in a contrasting color from the body color;

(f) No advertising shall be permitted on the collection vehicle other than the name and address of Contractor;

(g) Contractor shall place the appropriate customer service telephone number on all collection trucks;

(h) The type, number, and capacity of collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract and capable of handling, in the safest and most efficient method available, the Carts, Containers, and material specified for each structure on its route;

(i) All vehicles shall be operated in conformity with applicable federal and state laws and regulations;

(j) All vehicles used by Contractor's management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by City;

(k) Collection vehicles will be equipped with two-way communication devices so that Contractor's staff and the driver may communicate during the route collection; and

(l) All collection vehicles shall be equipped with Global Position System ("**GPS**") tracking equipment to allow for tracking and locating collection vehicles, which tracking information can be stored and retrieved by Contractor and is provided to City upon written request

Contractor shall furnish to City an inventory of all equipment and vehicles to be used pursuant to this Contract (the "**Equipment Inventory**"). Contractor shall provide City with an updated Equipment Inventory not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in City unless the addition or deletion is only for a

temporary period to allow for the repair of a vehicle or piece of equipment on the Equipment Inventory that has been temporarily removed from service. Contractor may use replacement and/or additional equipment and vehicles for a period not exceeding fifteen (15) consecutive days or sixty (60) days during any Contract Year without updating the Equipment Inventory if the use of such equipment and/or vehicles is reasonably necessary to maintain a consistent level of collection services as required by this Contract during a period of an abnormally high volume of Waste needing to be collected or to cover extra collections as the result of a Holiday collection schedule. Contractor may include on the Equipment Inventory equipment or vehicles Contractor intends to regularly use for collection during such temporary periods of high volume or during Holiday collection schedules provided such equipment and/or vehicles are identified as "standby" or "reserve" equipment or vehicles on the Equipment Inventory.

5.7 **Spillage.** Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for the cleanup of any spills including, but not limited to, garbage, fuel, oil, and other fluids from Contractor's vehicles or resulting from the collection of Waste Material. Contractor shall not be responsible for the collection of any scattered Waste that has not been caused by Contractor's employees.

5.8 **Point of Contact.** All dealings and contacts between Contractor and City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Utility Billing Manager or designee.

5.9 **Contractor's Employees**.

(a) Contractor's officers, employees, or agents assigned to perform collection services to Customers pursuant to this Contract shall:

(1) at all times when collecting Waste Materials and/or Recyclable Materials, wear uniforms and carry identification cards and/or badges bearing the name and photo of the officer or employee and identifying the person as an officer or employee of Contractor;

(2) possess at all times the appropriate State of Texas operator's license for the vehicle being operated when driving any vehicles used in connection with the performance of this Contract;

(3) never identify themselves, or in any way represent themselves, as being employees or agents of City;

(4) not possess or consume alcoholic beverages or controlled substances while on duty or in the course of performing duties under this Contract, and Contractor shall maintain and enforce a policy consistent with this prohibition;

(5) interact with Customers and other members of the public in a neat, orderly, courteous, helpful, and impartial manner and refrain from belligerent behavior and/or profanity when interacting with Customers;

(6) conduct collection serves with as little noise and as little disturbance to Customer as reasonably possible taking into consideration the noise customarily generated by the normal operation of Collection Vehicles and other collection equipment;

(7) not disturb or otherwise unreasonably interfere with a Customer's property that is adjacent to where the Customer's container(s) are located for collection; and

(8) take reasonable precautions to prevent damage to property, including lawns, shrubs, flowers, and other plants while performing Collection Services.

(b) Contractor shall be solely responsible for managing and disciplining Contractor's employees. If Contractor receives a report alleging one or more of Contractor's employee(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, or appeared to be under the influence of drugs or alcohol, Contractor shall submit a written report to City providing the details of the incident, which report shall include: the nature of the incident, time, date, and location of the incident; name, address, and telephone number of the person alleging the violation; the name and title Contractor's officer(s) and/or employee(s) involved in the incident; and what disciplinary action, if any, was taken by Contractor. If an employee of Contractor is the subject of repeated allegations or a single egregious allegation of the type described above, such employee shall be removed from an assignment from providing Collection Services under this Contract not later than ten (10) days after receipt of City's written request for such removal, which removal shall continue for the duration of the Term of this Contract (including Initial Term and any Extended Term) unless otherwise agreed in writing by the Contract Administrator.

VI. REPORTING REQUIREMENTS

6.1 **Reports Generally; Format**. Contractor shall provide to City the reports or notifications to the City's Contract Administrator described in this Article VI in addition to any daily reports required by this Contract. If not established by an outside authority, the Parties shall agree on the required report format, provided each report contains at least the information required by Article VI. All information provided in the reports delivered by Contractor to City pursuant to this Article VI becomes the property of City. City shall have the right to use the data from the reports provided by Contractor for whatever purposes City deems appropriate.

6.2 **Monthly Reports. Not later than the tenth (10th) of each month during the term of this Contract, Contractor shall deliver to the City Manager in the agreed format a report relating to the collection activity during the prior calendar month ("Monthly Reports"). Monthly Reports shall include route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected and contain, as a minimum, the following information:**

(a) Number of Residential Units served.

(b) Number of Commercial Units served.

(c) Tonnage of Waste collected during the month and delivered to the Disposal Facility, broken down by collection from Residential Units, Commercial Units, and Industrial Units;

(d) Tonnage of Residential Recycling Materials collected and delivered to the Disposal Facility;

(e) Tonnage of Residential Bulk and Brush collected;

(f) Tonnage of Waste collected from Commercial Units;

(g) Tonnage of Waste collected from Roll Off Units;

(h) Residential Recycling Participation Rate, being the percentage of Residential Units participating in recycling collection services;

(i) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring while providing services under the Contract during the month;

(j) Summary of property damage claims or personal injury claims received by Contractor during the month as a result of providing services under the Contract, even if the events giving rise to such claim occurred in a prior month; and

(k) List of Customer complaints received by Contractor either directly or forwarded by City, arranged and listed by category, including the date the complaint was received, the address of the complainant, the address of the property about which the complaint was made (if different than Customer's address, name of the complainant, nature of the complaint, how the complaint was resolved, the date the complaint was resolved when the complainant was contacted about the resolution of the complaint, and if the complaint has not been resolved as of the date of the Monthly Report, when and how Contractor expects the complaint to be resolved.

6.3 **Annual Reports**. No later than November 1st after the end of each Contract Year, Contractor shall submit to the Contract Administrator an annual report (the "**Annual Report**") covering the immediately preceding Contract Year and include at least the following information:

(a) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports;

(b) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation;

(c) A description of all public information programs undertaken with audiences reached and media used; and

(d) With respect to the final Annual Report, including all information required for the Monthly Report relating to the last calendar month prior to the date of termination of the Contract.

The obligation to submit the Annual Report for the last Contract Year shall survive the termination or expiration of this Contract. City may withhold payment of balances due to Contractor at the end of the Contract until such final report is received and accepted by City. Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of this Contract.

VII. PUBLIC EDUCATION CAMPAIGN SERVICE AND CITY FACILITY SERVICE

7.1 **Public Education Campaign.** To ensure Residential Customers are well-informed about the transition to Contractor's services, the city will oversee all communication and outreach efforts. To support these efforts, Contractor shall:

1. Provide financial assistance in the amount of Thirty Thousand Dollars ($30,000) to the city for outreach initiatives, which will include mass mailers, billboard advertising, digital/print advertising across multiple platforms, and a citizen engagement tool to gather feedback and input.
2. Financial assistance with be provided to the City within thirty (30) days of contract execution.
3. Provide the city with all necessary information regarding the transition, including service start dates, collection guidelines, and Contractor's contact information for customer inquiries or complaints.
4. Collaborate with the city's Public Affairs Office to ensure accurate and timely dissemination of information to Residential Customers.

7.2 **City Facilities and Special Events.** Contractor agrees to provide Dumpster(s) and/or Roll-Off Containers for the Special Events and at City Facilities set forth in Exhibit B attached hereto and incorporated herein by this reference. The type of equipment and frequency of collection is set out in Exhibit B and may be adjusted as agreed to by City and Contractor. Necessary increases in service as agreed to between City and Contractor to existing City Facilities will be added to the Exhibit and serviced at no charge. Any additional events not listed in Exhibit B or necessary increases in service to events listed in Exhibit B will be serviced by Contractor at a charge. During the term of the contract, City may add additional Municipal facilities requiring Front Load container service, or Poly Cart service. These facilities will be serviced at no charge. Should a facility be added that requires Roll-Off service, a rate for this service will be negotiated with the Contractor.

VIII. CONTRACTOR RESPONSIBILITIES

8.1 **Generally**. In providing the Collection Services required by this Contract, Contractor's responsibilities shall include:

(a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract;

(b) All actions and activities of its subcontractors;

(c) Supplying all records and information required by this Contract;

(d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;

(e) Paying all applicable taxes and Franchise fees;

(f) Paying to City not later than the thirtieth (30th) day after the Effective Date the one-time reimbursement of City's costs for the development of the RFP and the Contract Documents including, but not limited to, this Contract, the estimated total of which is $39,940, but which may exceed said amount;

(g) Complying with applicable laws and regulations;

(h) Performing all work in a timely, thorough, and professional manner;

(i) Disposing of all collected MSW at a permitted MSW Landfill;

(j) Processing and marketing Recyclable Materials collected by Contractor from Residential Units;

(k) All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and

(l) Collecting all missed collections for any service provided within 24 hours after being notified of the missed collections, including picking up on Saturday if notified of a missed collection on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Saturday will be collected on the immediately following Monday.

8.2 **Contractor's Office**. Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll-free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:00 A.M. and 7:00 P.M. Central Time; and (ii) Saturday between 9:00 A.M. and 3:00 P.M. Central Time. Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours, thereby providing a 24-hour, 7-day per week customer service line.

8.3 **Newsworthy and Emergency Notifications**. Contractor must contact Contract Administrator as soon as reasonably practical and, in no case, later than 24 hours after the occurrence of one of the following:

(a) any news coverage or sudden event that could impact the service Contractor provides to City pursuant to this Contract;

(b) any news coverage or sudden event that is reasonably anticipated to result in Customer phone calls to City;

(c) an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or one or more of Contractor's employees that occurs within City;

(d) a motor vehicle accident that occurred while providing services under the Contract;

(e) personal injury accidents which occurred while providing services under the Contract; and/or

(f) property damages that occurred while providing services under the Contract.

8.4 **Street Damages**. Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the mutual agreement of City and Contractor. At no time shall Contractor operate a vehicle in City's Limits that:

(a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or

(b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined to be Contractor's responsibility. Notwithstanding anything in this Section 8.4 to the contrary, Contractor shall not be responsible for damage which is not negligently or willfully caused by Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to a public street or alley, of any route reasonably necessary to perform the services in the Contract.

8.5 **City Facilities**. Contractor shall not charge City for collection services from City Facilities as described in Exhibit "B" or from any additional City Facilities that City may add. During the term of the contract, City may add additional Municipal facilities requiring Front Load container service, or Poly Cart service. These facilities will be serviced at no charge. Should a facility be added that requires Roll-Off service, a rate for this service will be negotiated with the Contractor.

8.6 **Enforcement**. Contractor has the right to seek an injunction against any third party which is believed to be infringing upon the rights of Contractor to this Contract, including Contractor's right to be the sole provider of Waste and Recyclable Materials collection within City per this Contract.

8.7 **Damage to Property**, Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Contractor shall repair or replace any private or public property which is damaged by Contractor's officers or employees. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within forty-eight (48) hours of the earlier of knowledge of or notice to Contractor of such damage unless a longer period of time is approved in writing by the City Manager and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage. If Contractor fails to address the repair and replacement of damaged property within forty-eight (48) hours of earlier knowledge of or notice to Contractor of such damage or the longer period of time approved in writing by the City Manager, the City Manager may, but shall not be obligated to, cause the repair or replacement of such damaged property and the cost of doing so shall be deducted from any payment to be made to Contractor by City. Notwithstanding anything to the contrary, Contractor shall not be liable for any damages to pavement, curbing, or other driving surfaces to the extent that such damages result solely from the normal and legally allowable weight of its trucks and equipment on the surfaces as necessary to perform the Services.

IX. LIQUIDATED DAMAGES

9.1 **Generally**. Acceptable performance standards pursuant to this Contract include the provision of daily services[i] on a timely basis with minimal interruptions, Contractor being environmentally

responsible while providing such daily services, and Contractor responding promptly to both residential and commercial Customers and resolving any complaints relating to the failure to promptly and correctly providing such daily services. For failure in meeting acceptable performance standards, Contractor will be liable to City for Liquidated Damages as set forth in Section 9. City may charge Liquidated Damages to Contractor as set forth in Section 9.2 on a monthly basis and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. If Contractor wishes to contest any Liquidated Damages assessment, Contractor will request in writing a meeting with the City Manager or designee to attempt to resolve the issue. The decision of the City Manager shall be final.

9.2 **Liquidated Damages Assessed**. City may assess liquidated damages to Contractor as follows:

a) Missed collection: $100 per missed collection in excess of five (5) missed collections on the same collection day. A missed collection occurs when a Customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating the collection vehicle traveled on the street and collections occurred on the street on the day on which the complaint relates;

b) If a missed collection has not been collected within the time required by Section 8.1(k): $100 per occurrence per day;

c) $500 per incident for Contractor failing to collect Waste on a block containing Residential Units. A missed Residential Unit block is where three (3) Residential Units on one side of a street between cross streets, or an entire cul-de-sac, report a missed collection. A missed Residential Unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable setouts, and Contractor cannot provide data demonstrating the collection vehicle traveled on the block during the day of the complaint:

d) Commencement of residential collection prior to 7:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: $250 per route per occurrence;

e) Commencement of commercial collection within 500 feet of a Residential Unit prior to 7:00 a.m., commencement in other areas prior to 5:00 a.m., or operating within City after 7:00 p.m. except as expressly permitted: $250 per route per occurrence;

f) Failure to complete a majority (50%) of the collections on a given day: $5,000 for each incident (unless Contractor has reported to City that collections cannot be made due to unsafe conditions (roadway freezing, etc.);

g) Failure to maintain a vehicle in a manner consistent with the Contract: $100 for each incident;

h) Failure to clean up spilled Solid Waste or Recyclables resulting from Contractor loading and/or transporting within two (2) hours of notification: $250 per impacted address;

i) Failure to resolve properly reported bona fide Customer complaints within one business day: $200 for each incident;

j) Failure to submit an accurate Monthly or Annual report in the specified format, as required by the Contract: $250 per report per calendar day delinquent;

k) Failure to submit accurate accounting invoices and/ or complaint reports in the specified format: Non-payment until an accurate accounting is submitted;

l) Failure to return carts and containers to approximately original collection location: $50 each incident, for each affected address;

m) Failure to leave a public education notice when material that is inappropriately prepared is not collected: $50 each incident;

n) Failure to be prepared to perform services on or after the Commencement Date: $ 3,000 per calendar day on and after the Commencement Date the services are not being performed by Contractor;

o) Failure to deliver or replace carts for any reason within five (5) business days of written notification: $50 per incident per affected address:

p) Contractor commingling Recyclable Materials with MSW: $ 1,000 for each incident.

q) Disposal of Recyclable Materials to a site other than a proper recycling facility: $2,000 for each incident

9.3 **Liquidated Damages and Not Penalty**. Because Contractor's failure to perform the specific tasks described in Section 9.2 and the damages that would be incurred by City being required to assist Customers in handling and resolving complaints (which Residential Customers are citizens and/or property owners located in City's Limits), cannot be reasonably estimated and calculated by the Parties, and because the precise nature and amount of damages that may be incurred cannot be reasonably foreseen by the Parties, City and Contractor agree that the amount assessed in accordance with Section 9.2 constitute liquidated damages and not a penalty.

X. CITY'S REPRESENTATIONS AND WARRANTIES

10.1 **Representations and Warranties**. City hereby makes the following representations and warranties to and for the benefit of, Contractor:

(a) City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract.

(b) City has duly authorized the execution and delivery of this Contract, and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.

(c) To the best of City's knowledge, information, investigation, or belief, no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency, or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or

any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.

(d) To the best of City's knowledge, information, investigation, or belief, as of the Commencement Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and City's right to adopt and/or enforce this exclusive franchise if City's right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated or disputed during the term of the Contract. City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract. Contractor's sole and exclusive remedy with respect to a determination after the Effective Date that City's legal rights and authority as set forth in this paragraph (d) are not accurate shall be as set forth in Section 17.05, below.

XI. CUSTOMER BILLING AND PAYMENTS TO CONTRACTOR

11.1 **Residential Customer Billing; Payment for Service.** City shall provide billing for Residential Customers during the term of this Contract. Billing for Residential Customers shall consist of the Rate charged by the Contractor, including the ten percent (10%) franchise fee.

Not later than the 5th day of each calendar month during the Term of this Contract, Contractor shall obtain from City a count of Residential Units billed for collection services in the prior calendar month.

Based on the number of Residential Customers reported by City, Contractor shall be paid by the City at the rate of ninety percent (90%) of the amount collected, excluding penalties, for each customer served for which billing is made by the City.

11.2 **Non-Paying Customers**. City shall notify Contractor in writing of any Residential Customer that has failed to pay City for waste collection services. Upon written direction from City, Contractor shall cease servicing such delinquent Residential Unit until notified by City to resume service. Contractor shall have the right to cease servicing any Commercial Unit or Industrial Unit that is delinquent in payment to Contractor.

11.3 **Commercial Customer Billing**. Contractor shall be solely responsible for billing and bill collection services to Commercial Units and Industrial Units, which includes the ten percent (10%) franchise to the bill. Not later than the tenth (10th) day of each calendar month during the Term of this Contract, Contractor shall provide to City a report showing the individual billings to Commercial Units and Industrial Units for collection and other services provided to Commercial and Industrial Customers within the City during the immediately prior calendar month, including the services rendered, the rate for such service, and the amount of payments received by Contractor for such services during the calendar month covered by the report.

11.5 **Franchise Fee**. Contractor shall pay to City a franchise fee equal to ten percent (10%) of all amounts paid by Residential customers, and ten (10%) of all amounts paid by Commercial and Industrial Customers within the City to whom Contractor provides services pursuant to the authority granted by this Contract ("the Franchise Fee").

(a) Franchise Fees attributable to the provision of services to Residential Customers shall be paid to City not later than ten (10) days after City pays Contractor for services invoiced; and

Contractor shall remain liable for the payment of Franchise Fees after termination of this Contract for any and all services provided prior to termination of this Contract. City may, at its sole option, deduct from the amount due and payable to Contractor any Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15th day after such payment is due. Franchise Fees shall be due and payable on all residential services provided by Contractor within the City pursuant to this Contract regardless of Contractor's failure to elect to pass through the cost of the Franchise Fee to Customers.

XII. TITLE TO WASTE MATERIAL

Title to Waste Materials and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Unacceptable Waste shall remain with the Customer, Generator, or depositor of such waste and shall at no time pass to Contractor. City will provide all reasonable assistance to Contractor to investigate and determine the identity of the depositor or Generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. City is not responsible for costs associated with Unacceptable Waste, except to the extent that such Unacceptable Waste was placed for collection by City in violation of this Contract.

XIII. CONTRACTOR'S PROPERTY

All containers, trucks, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

XIV. RECORDKEEPING / RIGHT TO INSPECT

Contractor shall maintain all records generated in connection with the performance of its obligations and/or provision of Services under this Contract for a period of at least four (4) years after submission of the last Monthly Report. City retains the right to examine, inspect, audit, and copy, regardless of location, all documents, records, files, data, and information generated or utilized by Contractor in the performance of its obligations and/or provision of Services under this Contract. In addition to the Monthly Reports and Annual Reports, City may request periodic reports pursuant to services rendered regarding information not contained in the Monthly Reports or Annual Reports. Such reports must be provided in a reasonable and timely manner, but in no case later than fifteen (15) business days following receipt of the written request unless the request specifies a later deadline. City may withhold making payments due to Contractor pursuant to this Contract if any report required to be made pursuant to this Contract has not been delivered to City on or before the fifth (5th) day following the date that such report is required to be delivered to City pursuant to this Contract and may continue to be withheld until the second business day after such report is delivered.

XV. TERMINATION OF CONTRACT

15.1 **Termination by Default**. If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from City, City may terminate this Contract

by delivery of written notice to Contractor. Upon such termination under this section 15.1, in the event such termination occurs during the Initial Term, City, as its sole and exclusive remedy, may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste collection services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term. Except for such right during the Initial Term, following any such termination, neither Party shall have any further obligation under this Contract, but the Parties expressly reserve all claims for damages resulting from said uncured default and claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

15.2 **Termination for Insolvency, Bankruptcy, Assignment to Creditors**. City may, without further notice, terminate this Contract immediately if Contractor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to insolvency; (iii) makes a general assignment or sale of its assets or business for the benefit of creditors if Contractor ceases providing the collection of Waste Materials pursuant to this Contract and Contractor (if Contractor is a debtor-in-possession) or the trustee of the bankruptcy estate fails to ratify and continue performance of this Contract within the required period set forth in the Bankruptcy Code.

15.3 **Termination by Mutual Agreement**. If City and Contractor mutually agree in writing, this Contract may be terminated on the terms and date stipulated in the writing.

15.4. **Termination for Non-Appropriation of Funds**. Contractor acknowledges and understands that City is prohibited by law from entering into contractual obligations for the expenditure of funds beyond the current fiscal year. City may, upon written notice to Contractor, terminate this Contract on any September 30th occurring during the Term of this Contract if City fails to appropriate funds in City's Annual Budget for the immediately following fiscal year commencing October 1st for the purpose of providing residential solid waste collection services to Residential Customers. This Contract is not, and shall not be construed, as (a) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriate; or (b) an obligation creating a pledge of, or a lien on, City's tax or general revenues resulting in the creation of a debt.

15.6 **Right of Contractor to Terminate.** If City is temporarily or permanently enjoined by a court of competent jurisdiction from entering this Contract or otherwise granting to Contractor an exclusive contract and franchise for the Residential Waste Collection services to be provided herein, or an amendment to State law makes this Contract unlawful to the extent that the Contract grants an exclusive contractual right to Contractor to perform Residential Waste Collection services, Contractor may, upon not less than ten (10) days written notice to City:

(a) to terminate this Contract, in which case Contractor shall refund to City any installment of the fees paid by City in advance of the provision of services, if any, prorated for the remaining portion of the month after the date of termination; or

(b) to continue to perform the services pursuant to this Contract, in which case the Parties will negotiate in good faith an equitable adjustment in the Annual Contract Fee.

If such injunction is applicable to any services provided under this Contract other than Residential Waste Collection services, Contractor shall have the right to terminate the provision of such other services pursuant to this Contract but shall not be authorized to terminate the provision of Residential Waste Collection services or continue providing such services on a non-exclusive basis. Following any termination pursuant to this Section 17.05, neither Party shall have any further

obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date.

XVI. DEFENSE OF SUITS

If any action in court is brought against City, or any officer or agent of City, for the failure, omission, or neglect of Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of Contractor or his/her subcontractors or his/her or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers Contractor shall indemnify and save harmless City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

XVII. OSHA, HEALTH, AND ENVIRONMENTAL LAWS

Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time. Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards.

XVIII. INSURANCE

18.1 **Insurance Types and Limits**. During the Term of this Contract, Contractor shall maintain in full force and effect insurance coverage with the minimum limits as follows:

(a) Commercial General Liability insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Contract, with a minimum combined single limit of not less than $1,000,000 per occurrence and not less than $2,000,000 aggregate, for injury to persons (including death), and for property damage via blanket form endorsement;

(b) Automobile liability insurance with not less than $1,000,000 combined single limit, covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Contract via blanket form endorsement; and

(c) Statutory Worker's Compensation Insurance or equivalent or other State-approved program covering all of Contractor's employees involved in the provision of services under this Contract

All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service or approved by the City Manager.

Provided Contractor maintains at least the types of coverage and minimum coverage limits described above, Contractor shall secure and maintain throughout the Term of this Contract insurance of such types and in such amounts as may be necessary to protect itself and the interest of City against all hazards or risks of loss as hereinafter specified. It shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

18.2 **Required Endorsements**. All insurance and certificate(s) of insurance shall be endorsed to contain the following:

(a) Name City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

(b) Provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; and

(c) No insurance policy shall not be canceled, non-renewed, or coverage thereunder reduced unless City has received notice of cancellation, non-renewal, or reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not later than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal, or reduction in coverage, as applicable. If any insurance policy required to be carried by or on behalf of Contractor pursuant to this Contract is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

A certificate of insurance evidencing the required insurance shall be submitted to City prior to the Commencement Date and not later than thirty (30) days prior to the commencement of each Extension Term.

XIX. PERFORMANCE BOND

Contractor shall deliver to City a performance bond in the amount equal to one hundred percent (100%) of the annual value of the Contract, executed by a good and sufficient corporate surety eligible to conduct business in Texas, and conditioned that Contractor shall well, truly, and faithfully perform its obligations under this Contract and shall satisfy all claims and demands of any kind incurred under the Contract, including, but not limited to, the payment of all amounts owed by Contractor to City or landfills, and Contractor shall fully indemnify and save harmless City from all costs and damage which City may suffer by Contractor's failure to pay such amounts owed and shall reimburse and repay City all outlay and expense which City may incur in making good any such payment default, then the obligation shall be void; otherwise, to remain in full force and effect. Said performance bond will be renewed annually for the term of the Contract. The performance bond shall be in a form reasonably acceptable to City. Contractor shall pay any and all premiums for the bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to City on an annual basis for the Term of the Contract.

XX. INDEMNITY

CONTRACTOR AGREES TO AND SHALL INDEMNIFY, DEFEND, AND HOLD CITY AND CITY'S ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AND AGENTS(COLLECTIVELY, THE "CITY INDEMNITEES"), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE OF ALL TYPES TO ANY PERSON OR ENTITY (INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR MONETARY DAMAGES, CLAIMS AT LAW, CLAIMS IN

EQUITY, AND REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH CONTRACTOR'S PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER OF CONTRACTOR, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, TO THE EXTENT THAT ANY EMPLOYEE OR CONTRACTOR ASSERTS A CLAIM AGAINST ONE OR MORE OF THE CITY INDEMNITEES THAT WOULD HAVE BEEN BARRED UNDER WORKERS' COMPENSATION INSURANCE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD THE CITY INDEMNITEE(S) FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT CONTRACTOR IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF TEXAS. THE INDEMNITY AND HOLD HARMLESS PROVISIONS OF THIS CONTRACT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS, OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CONTRACTOR AND ONE OR MORE OF THE CITY INDEMNITEES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CONTRACTOR OR CITY UNDER TEXAS LAW, IT BEING THE INTENT THAT CITY SHALL BE RESPONSIBLE FOR THE NEGLIGENCE APPORTIONED TO THE CITY INDEMNITEE(S) AND CONTRACTOR SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS CONTRACT TO THE EXTENT OF THE CITY INDEMNITEE'S NEGLIGENCE. CONTRACTOR'S INDEMNIFICATION OBLIGATION PURSUANT TO THIS ARTICLE XVII SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR TO THE LIMITS OF ANY INSURANCE COVERAGE.

XXI. MISCELLANEOUS

21.1 **Entire Agreement; Priority of Documents**. This Contract, along with the Contract Documents, constitutes the sole and only agreement between the Parties and supersedes any prior understandings and/or written or oral agreements between the Parties with respect to this subject matter of this Contract. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in the following order of priority from first to last unless the provision in the lower priority Contract Document indicates otherwise by use of the phrase "notwithstanding anything in the Contract Documents to the contrary" or similar phrase: (i) this Contract, including any subsequent amendments to this Contract, (ii) the RFP; and (iii) Contractor's Response to the RFP.

21.2 **Assignment**. Contractor may not assign this Contract without City's prior written consent. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Contract. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City's consent, to a parent company or any of Contractor's subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performance of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by a lender to Contractor without the consent of City.

21.3 **Successors and Assigns**. Subject to the provisions regarding assignment, this Contract shall be binding on and inure to the benefit of the Parties to it and their respective successors and assigns.

21.4 **Governing Law.** The laws of the State of Texas shall govern this Contract; and the venue for any action concerning this Contract shall be in the state district courts of Guadalupe County, Texas. The Parties agree to submit to the personal jurisdiction of said Court.

21.5 **Amendments**. This Contract may be amended only by the written agreement of the Parties.

21.6 **Severability**. If any one or more of the provisions contained in this Contract, inclusive of the Contract Documents, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

21.7 **Independent Contractor**. All services to be performed by Contractor pursuant to this Contract shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract.

21.8 **Notice**. Any notice required or permitted to be delivered hereunder may be sent by first-class mail or overnight courier to the address specified below, or to such other address as either Party may designate in writing, and shall be deemed received three (3) days after being placed in the U.S. mail, first-class postage prepaid or on the date of confirmed delivery by overnight courier as evidenced on the receipt therefor:

If intended for City: With Copy to:

21.9 **Counterparts**. This Contract may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

21.10 **Compliance with Federal, State & Local Laws**. The Parties shall comply in the performance of Services under the terms of this Contract with all applicable laws, ordinances and regulations,

judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.

21.11 **Force Majeure**. No Party will be liable for any default or delay in the performance of its obligations under this Contract, including any obligation of Contractor to pay liquidated damages pursuant to Sections 9.01 and 9.02, if and to the extent such default or delay is caused, directly or indirectly, by a Disaster Event, riots, civil disorders, acts of terrorism, compliance with laws or governmental orders, inability to access a container, fires, inclement weather, acts of God, epidemic or pandemic, or any similar cause beyond the reasonable control of such Party, provided the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to provide written notice of the Force Majeure delay to the other Party as soon as possible but in no event later than 24 hours after the earlier of the Party's first knowledge of or the first occurrence of the Force Majeure and further agrees to use commercially reasonable efforts to recommence performance as soon as possible.

21.12. **Proposal Representations**. Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations set forth in the Proposal (response to RFP) submitted to City by Contractor and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

21.13 **Confidentiality Regarding Waste Material**. Contractor has no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

21.14 **No Waiver for Delay**. The failure or delay on the part of either Party to exercise any right, power, privilege, or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

21.15 **Effective Date**. The effective date of this Contract is the date upon which it is signed by the authorized representatives of both Parties (the "**Effective Date**").

21.16 **Non-discrimination**. In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

21.17 **Compliance with Federal Immigration Laws**. Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City, employee documentation verifying an employee's status to be employed by an employer in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

21.18 **Statutory Verifications**. Contractor verifies that:

(a) To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned

subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

(b) To the extent the Contract constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

(c) The Consultant hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is consistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).

(d) The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

21.19 **Form 1295.** In compliance with the State of Texas Government Code, Section 2252.908, if applicable, the City requires that Contractor must complete the online Form 1295 – "Certificate of Interested Parties" – and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us. Form 1295 is also required for any and all contract amendments, extensions, or renewals. Prior to execution of this Contract and any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

Signatures on Following Page

SIGNED AND AGREED on _____, 2025.

CITY OF SCHERTZ, TEXAS

By: _____
City Manager

ATTEST:

_____, City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
, City Attorney

SIGNED AND AGREED on _____, 2025.

_____

By: _____

Name: _____

Title: _____

EXHIBIT A

City of Schertz
Schedule of Fees

Garbage Collection Fees	2024-25
Residential	$ 18.10
Once a week pick up Garbage	
Every other week pick up Recycling	
Every other week pick up bulk items and brush	
Extra Garbage Carts, each	$ 9.25
Extra Recycling Carts, each	$ 5.00
Unusual Accumulation Waste Collection	
Rate per hour	$ 100.00
Deposital fee per yard collected	$ 50.00
Commercial	
Small Commercial	
Once a week pick up	$ 45.00
Twice per week pick up	$ 90.00

Commercial Containers
CONTRACTOR will provide commercial containers to those customers who desire to use them in lieu of garbage cans. The use of such CONTRACTOR provided containers is required by this contract. Rates for containers and pickup will be based on the following table:

Frequency of Pickup Container Size:	1	2	3	4	5	6	On Call Additional
2 cu. Yard	$ 85.16	$ 145.01	$ 175.17	$ 200.25	$ 225.27	250.29	$ 75.00
3 cu. Yard	$ 102.64	$ 185.16	$ 255.31	$ 292.77	$ 330.38	$ 367.89	$ 75.00
4 cu. Yard	$ 127.58	$ 220.30	$ 330.32	$ 362.88	$ 425.51	$ 488.07	$ 75.00
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8 cu. Yard	$ 212.77	$ 387.94	$ 538.05	$ 688.26	$ 839.50	$ 988.63	$ 75.00
10 cu. Yard	$ 232.77	$ 397.94	$ 548.05	$ 698.26	$ 839.50	998.63	$ 75.00
2 cu. Yard Recycle	$ 79.25	$ 134.94	$ 163.00	$ 186.34	$ 209.63	232.9	$ 75.00
4 cu. Yard Recycle	$ 95.51	$ 172.30	$ 237.58	$ 272.44	$ 307.43	342.34	$ 75.00
6 cu. Yard Recycle	$ 167.74	$ 279.46	$ 384.30	$ 489.14	$ 593.84	698.68	$ 75.00
8 cu. Yard Recycle	$ 197.99	$ 360.99	$ 500.67	$ 640.45	$ 781.19	919.96	$ 75.00

Roll-Off available in 20, 30, and 40 cubic yards

Delivery	$ 150.00
Haul Rate	$ 390.00
Disposal, per ton	$ 59.94
Temporary, rate per day (not charged on permant placement)	$ 3.00

Compactors

Frequency of Pickup	**1**	**2**	**3**	**4**	**5**	**6**	**On Call Additional**
Container Size							
2 cu. Yard compactor	$ 255.48	$ 435.03	$ 525.51	$ 600.75	$ 675.81	$ 750.87	$ 300.00
4 cu. Yard compactor	$ 382.74	$ 660.90	$ 900.96	$ 1,088.64	$1,276.53	$1,464.21	$ 300.00
6 cu. Yard compactor	$ 540.81	$ 900.96	$ 1,238.97	$ 1,576.98	$1,914.48	$2,252.49	$ 300.00

Compactor Rental, per month	$ 500.00
Casters, per month	$ 7.50
Locks,per collection	$ 2.50
Enclosures, per month	$ 5.00

Roll Off Compactor

20 yard and 30 yard self contained

Rental, per month	$ 750.00
Haul Rate	$ 470.00
Disposal, per ton	$ 59.94

40 Yard Receiving Container

Rental	$ 250.00
Haul Rate	$ 470.00
Disposal, per ton	$ 59.94

Disaster management Rates

Roll Off Truck and Container, per hour	$ 200.00
Grapple Truck, per hour	$ 200.00
Rear Load Truck and Crew, per hour	$ 325.00
Disposal, per ton	$ 59.94

Commercial Recycle Hauling Permit	$ 25.00

To address non standard requests, the solid waste contractor can negotiate a fee with the customer requesting the service.

The City franchise fee collected from the Solid Waste Provider	10%

EXHIBIT B

City Facilities At No Charge

Contractor shall provide the containers and weekly collection of the Waste Materials from the following municipal facilities at no charge to the City.

Name	Address	Quantity and Size Container	Frequency
Public Works	10 Commercial Place	1ea. 6 – Yard	1 weekly
Public Works (Windy Meadows dump yard)	124 Windy Meadows Dr.	2ea. 30 Yard Roll of Dumpsters	2 weekly
Fire Station Building #8	1400 Schertz Pkwy	1ea. 8 Yard	1 Weekly
Fire Station #2	18953 IH 35 N. Frontage Rd.	1ea. – 8 Yard	1 Weekly
Fire Station #3	11871 Lower Seguin Rd.	1ea. – 8 Yard	1 Weekly
Library	798 Schertz Pkwy	1ea. – 8 Yard	2 Weekly
City Hall Civic Center	1400 Schertz Pkwy	1ea - 6 Yard / 2ea. 8 Yard	3 Weekly
Pickrell Park Pavilion	701 Oak St.	1ea. – 8 Yard	2 Weekly
Pickrell Park Pool Area	701 Oak St.	1ea. – 6 Yard	2 Weekly
Pickrell Park BVYA Area	401 Oak St.	1ea. – 6 Yard	2 Weekly
Pickrell Park	701 Oak	30 rolling cans collected weekly by the residential truck	
Ball Fields / Pickrell Park	917 FM 1518	1ea. – 6 Yard	1 Weekly
Animal Control Facility	735 Community Circle Dr.	1ea. – 8 Yard	2 Weekly
Fleet Shop	27 Commercial Place	1ea. – 6 Yard	2 Weekly
Schertz Soccer Complex	233 Maske Rd.	1ea. – 6 Yard/ 23ea. 96 Gallon Rolling Carts/ 1ea. 30 Yard Roll off Dumpster	1 Weekly 2 Weekly As needed
Senior Center/ Aquatic Center/ YMCA	507 Schertz Pkwy	1ea. 6 Yard	3 Weekly
North Center	4935 Morning Dr.	5ea. 96 Gallon Rolling Carts	1 Weekly
Gutierrez Garden Park	1231 Borgfield Road	1 rolling cans	2 Weekly
Ware SeguinWater Plant	11340 Ware Seguin Road	1 ea. – 30 yard	1 Weekly
Northcliffe Lift Station	22330 IH 35 N	1 ea. – 30 yard	1 Weekly

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2025-005 - Solid Waste & Recycling Services
Scoring Summary

Active Submissions

	Total	Experience Providing Like-Services to Like-Sized Cities	Financial Strength of Proposer	Experience of Personnel at the Hauling Division	Operational Plan in Narrative Format	TRIR and DART Safety Scores	Transition Plan in Detailed Narrative Format	Disaster Management Plan	Customer Service, Reporting, the use of GPS & Support	Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract	Competitive Cost of Proposal
Supplier	/ 100 pts	/ 7 pts	/ 5 pts	/ 3 pts	/ 10 pts	/ 3 pts	/ 15 pts	/ 5 pts	/ 10 pts	/ 7 pts	/ 35 pts
Frontier Waste Solutions	87.96	5.32	4	2.76	8	2.4	11.4	4.4	8.8	5.88	35
Republic Services of San Antonio	86.82	6.44	4.6	2.88	8.8	2.4	12.6	3.8	8	4.76	32.54
WM	77.98	6.16	4.4	2.52	7.2	2.28	12	3.4	7.6	3.92	28.5
Texas Disposal Systems, Inc.	70.17	5.04	1.6	1.8	6.4	1.68	12	3.8	8	3.08	26.77

Pricing Sheet at a Glance

Once a week Garbage collection

Garbage Recycling and Brush all 1 x week

	Frontier	Republic	WM	TDS
	24.95	22.77	n/a	34.72
Business Effect	317,426	338,195	n/a	377,311

Garbage and Recycling 1x week, Brush Every Other Week

	Frontier	**Republic**	**WM**	**TDS**
	22.00	22.22	27.30	33.20
Business Effect	317,426	338,195	386,079	377,311

Garbage 1 x week, Recycling Every other Week and Brush 1 x week

	Frontier	**Republic**	**WM**	**TDS**
	23.60	20.99	n/a	28.65
Business Effect	317,426	338,195	n/a	377,311

Garbage 1 x week, Recycling Every Other Week and Brush Every Other Week

	Frontier	**Frontier Alternate 10-year**	**Republic**	**WM**	**TDS**
	18.10	15.00	20.44	23.32	27.13
Business Effect	317,426	317,426	338,195	386,079	377,311

HHW Collection	$1.10	included	$1.67	$1.25	$1.23
Holiday collection	**1.00**	**1.00**	**3.00**	**not offered**	**0.06**

Twice a week Garbage collection

Garbage 2 x week, Recycling 1 x week and Brush 1 x week

	Frontier	Republic	WM	TDS
	32.22	32.11	n/a	55.37
Business Effect	317,426	338,195	n/a	377,311

Garbage 2 x week, Recyling 1x week, Brush Every Other Week

	Frontier	**Republic**	**WM**	**TDS**
	26.72	31.56	34.83	53.85
Business Effect	317,426	338,195	386,079	377,311

Garbage 2 x week, Recycling Every other Week and Brush 1 x week

	Frontier	**Republic**	**WM**	**TDS**
	30.87	30.33	n/a	49.30
Business Effect	317,426	338,195	n/a	377,311

Garbage 2 x week, Recycling Every Other Week and Brush Every Other Week

	Frontier	**Republic**	**WM**	**TDS**
	25.37	29.78	30.85	47.78
Business Effect	317,426	338,195	386,079	377,311

	$1.10	$1.67	$1.25	$1.23
Holiday collection	**1.00**	**3.00**	**not offered**	**0.06**

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Approval of Exclusive Franchise Agreement for Municipal Solid Waste

Pre-Budget Retreat, March 28, 2025 &

City Council Meeting, April 1, 2025

Sarah Gonzalez | Assistant City Manager

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History

- **2001** – Established renewing franchise relationship with Bexar Waste
  - Ordinance Nos 01-F-2, 03-F-22, 07-F-07, and 11-F-35
- **2013** – Awarded a seven-year franchise agreement to Bexar Waste
  - Ordinance No. 13-F-03
- **2015** – Awarded a ten-year franchise agreement to Bexar Waste
  - Ordinance No. 15-F-18
- **2017** – Bexar Waste sold to Republic Services; Request made to Council to approve assignment of the City's solid waste franchise agreement to Republic Services
  - Resolution 17-R-41
- **2017 – Present Day** – Republic Services has been provider; operating under existing, legacy contract
- **June 30, 2025** – Contract expires

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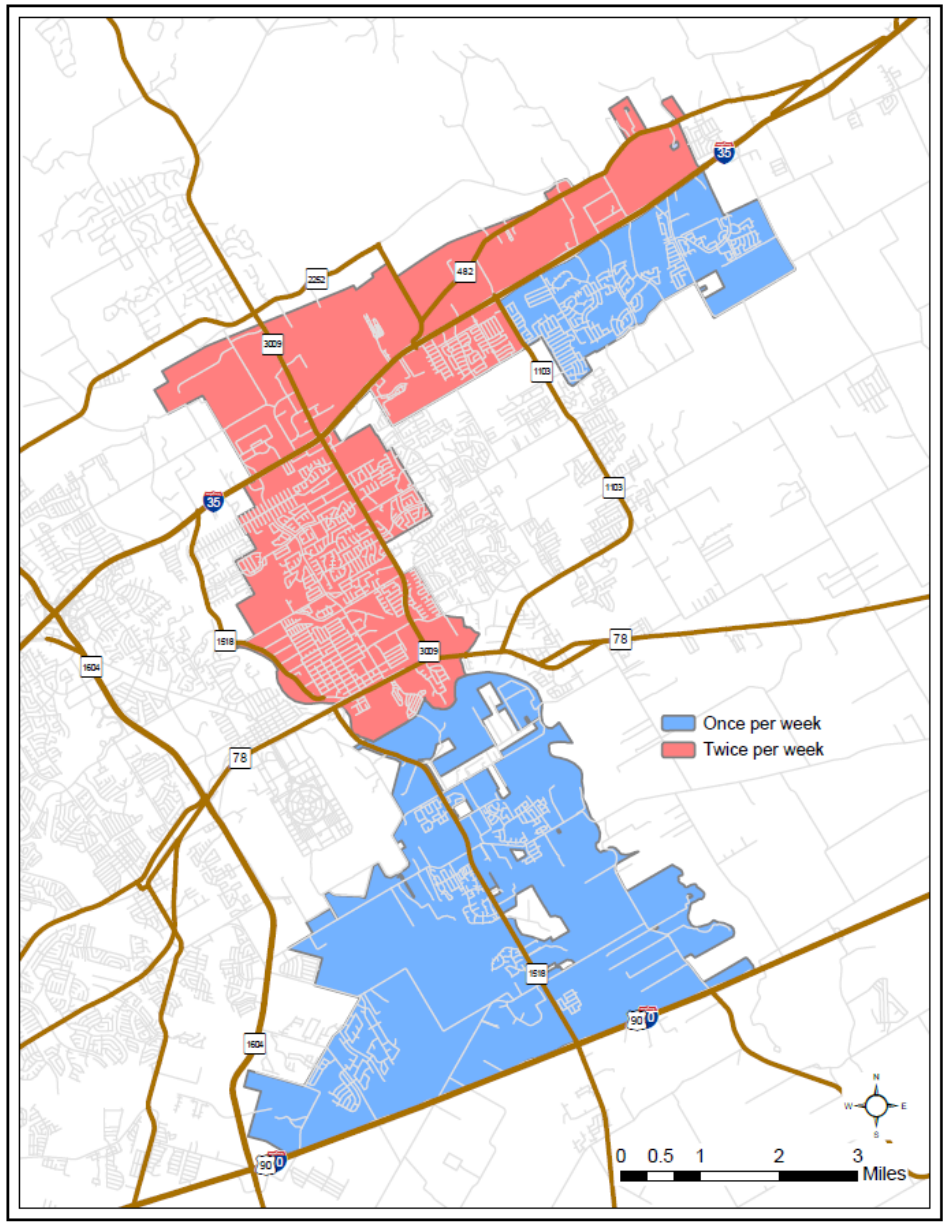
Current Services Provided - Residential



- **Once-a-Week – approx. 5,200 accounts**
  - **Solid Waste**
    - Once a week pick-up
    - 96-gallon poly-cart provided to customer
  - **Recycle**
    - Once a week pick-up
    - 18-gallon bin provided to customer

- **Twice-a-Week – Approx. 9,300 accounts**
  - **Solid Waste**
    - Twice a week pick-up
    - Hand collect and/or customer provides small container (32 gallon or less)
  - **Recycle**
    - Once a week pick-up on second day
    - 18-gallon bin provided to customer

- Goal is to Equalize level of service across City

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Current Services Provided - Residential

- Included with monthly fee, all accounts receive:
  - Bulk Pick-Up – 12 times per calendar year
    - Scheduled online through the customer portal
  - Access to Spring and Fall Clean-Ups
    - 16 Days
    - Temporary Collection Point at 125 Pecan Drive
    - Hazardous Items/Tires Drop Off on last weekend
- Optional Curbside Chipping service
  - Provided by Public Works on a weekly basis
  - Scheduled through the city's website
  - $40 fee for use and it applied to the resident's water bill

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Current Monthly Costs - Residential

- Both Once-a-Week and Twice-a-Week

Garbage:	$12.41
Recycling:	$2.05
Total Cost:	$14.46

- No rate increase in 7 years

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Current Services Provided - Commercial

- All Accounts Option to Receive:
  - Roll-offs
  - Dumpsters
  - Front-End Loaders
  - Recycle (non-exclusive)
- Costs are dependent based on need - size, pick-up frequency, etc.

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RFP Process & Key Dates

January 21, 2025

- Conducted meeting with city staff to gather information and receive direction on preparation of the RFP and Contract

February 5, 2025

- Publish RFP

February 11, 2025

- Mandatory Pre-Proposal Conference

March 5, 2025

- RFP submittals due

April 1, 2025

- **Award of new contract by City Council**

July 1, 2025

- New solid waste services contract begins

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Residential Collection Options – Solid Waste

Solid Waste Options:

- Once a week collection in 96-gallon cart
- Twice a week collection in a 96-gallon cart

Recycling Options

- Once a week collection in 96-gallon cart
- Every Other Week collection in a 96-gallon cart

Brush & Bulk Options

- Once a week collection of 3 cubic yards
- Every Other Week collection of 3 cubic yards

On Call **Household Hazardous Waste** Collection

All options will allow for **unusual accumulation collection** (special collection larger than requirements for bulk) for a predetermined fee.

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Commercial and Roll-Off Collection

No significant changes to service options

- Rates to be submitted based on size of container and frequency of collection (same as current contract)
- Facility services for City to continue, free of charge
- New containers will be required

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General Provisions & Requirements

- All poly-carts provided by the Contractor will be new
- Equipment to be used by the Contractor will be no older than four-years at the start of the contract
- Liquidated Damages to be included to allow the City to charge vendor for specific failures
- GPS-tracking software and camera equipment will be required of all firms submitting an RFP
- Customer complaints will be directed to Vendor
  - Provides direct route to solving customer problems
  - Reports will be required to be sent to the City daily providing a recap of the day's complaints and a summary of the follow-up action taken to resolve the issue
  - Staff will monitor performance
- 5-year initial contract, with optional one additional 5-year term

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Billing and Account Set Up

- Residential billing will continue to be handled by Utility Billing office

- Commercial customer billing will be handled by Vendor
  - Vendor will meet with each customer account to review current trash and recycling services and make changes if requested/needed

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Key Factors

- When evaluating options, staff considered the following:
  - Anticipation of increased costs
  - Desire to equalize level of service across the city
  - Balance the needs of all residents/businesses and the financial impacts to them
  - Aware that whichever way we go, we will not make everyone happy

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Option 1

Garbage One-time Per Week:	$12.73
Recycling Every Other Week:	$ 4.37
Bulk/Brush Every Other Week:	$ 1.00
Total Monthly Cost:	$18.10
Current Monthly Cost:	$14.46

- This option results in a $43.68 annual increase or 25% cost increase
- Option to add Household Hazardous Waste direct pick-up: additional $1.10/month

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Option 2

Flat Rate: $22.00

Includes:
Garbage One-time Per Week
Recycling One-time Per Week
Bulk/Brush Every Other Week

Current Monthly Cost: $14.46

- This option results in a $90.48 annual increase or 52% cost increase
- Option to add Household Hazardous Waste direct pick-up: additional $1.10/month

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Why Not Twice a Week?

- Twice a week garbage pick-up too costly
  - Minimum 75% increase to maintain this level of service
  - Set-out rates don't reflect full use
    - 65% day one set out
    - 35% day two set out

- FlashVote sentiment analysis
  - Random sampling of residents (didn't know topic ahead of time)
  - Twice-a-week residents sensitive to service changes; however, were also sensitive to cost increases
  - Once-a-week residents sensitive to cost increases

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Why Not Twice a Week

Garbage Two-times Per Week:	$20.00
Recycling Every Other Week:	$ 4.37
Bulk/Brush Every Other Week:	$ 1.00
Total Monthly Cost:	$25.37
Current Monthly Cost:	$14.46

- This option results in a $130.92 annual increase or 75% cost increase
- To provide once-a-week recycle increases the cost to $26.72/month (a 85% cost increase)

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Pricing Sheet at a Glance

Once a week Garbage collection

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HHW Collection	$1.10	included	$1.67	$1.25	$1.23
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Twice a week Garbage collection

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Holiday collection	**1.00**	**3.00**	**not offered**	**0.06**

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Curbside Chipping

- Due to frequency increase of brush pick-up, curbside chipping service will no longer be provided

- Public Works division dedicates 20-30 hours a month to provide service
  - Will now be able to focus on core services – potholes, crack-sealing, street repair, etc.

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Items of Note - Residential

- All residents will receive a new 96-gallon garbage cart and a new 96-gallon recycling cart
- Same day trash, recycling and bulk/brush pick-up
- Disability Collection Services – Vendor will provide door to truck waste collection for residents who demonstrate a need or hardship

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Commercial Costs

- Small commercial
  - Use 96-gallon carts
  - Eliminating categories that are not in use
  - Consolidating categories to small commercial (ie offices, barbershops, professional services; light retail; and medium retail)
  - Increase fees from $15.70, $27.08, and $39.34, respectively, to $45 for once-a-week pick-up and $90 for twice-a-week pick-up

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Commercial Costs

- Commercial Containers
  - Used for customers who desire to use them in lieu of garbage carts
  - Costs determined based on size and frequency of pickup
  - Will increase 43%
  - Recycle containers will be available

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Commercial Container Costs

Container Size:							
Frequency of Pickup	1	2	3	4	5	$ 6.00	On Call Additional
2 cu. Yard	$ 59.45	$ 101.23	$ 122.28	$ 139.79	$ 157.26	$ 174.72	$ 29.70
2024-25	$ 85.16	$ 145.01	$ 175.17	$ 200.25	$ 225.27	$ 250.29	$ 75.00
3 cu. Yard	$ 71.65	$ 129.26	$ 178.23	$ 204.38	$ 230.63	$ 256.82	$ 37.12
2024-25	$ 102.64	$ 185.16	$ 255.31	$ 292.77	$ 330.38	$ 367.89	$ 75.00
4 cu. Yard	$ 89.06	$ 153.79	$ 209.65	$ 253.32	$ 297.04	$ 340.71	$ 44.56
2024-25	$ 127.58	$ 220.30	$ 330.32	$ 362.88	$ 425.51	$ 488.07	$ 75.00
6 cu. Yard	$ 125.84	$ 209.65	$ 288.30	$ 366.95	$ 445.49	$ 524.14	$ 51.98
2024-25	$ 180.27	$ 300.32	$ 412.99	$ 525.66	$ 638.16	$ 750.83	$ 75.00
8 cu. Yard	$ 148.53	$ 270.81	$ 375.60	$ 480.46	$ 586.04	$ 690.14	$ 59.41
2024-25	$ 212.77	$ 387.94	$ 538.05	$ 688.26	$ 839.50	$ 988.63	$ 75.00
10 cu. Yard	$ 171.19	$ 314.45	$ 445.49	$ 559.12	$ 672.64	$ 786.19	$ 66.82
2024-25	$ 232.77	$ 397.94	$ 548.05	$ 698.26	$ 839.50	$ 998.63	$ 75.00
2 cu. Yard Recycle	$ 79.25	$ 134.94	$ 163.00	$ 186.34	$ 209.63	$ 232.90	$ 75.00
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8 cu. Yard Recycle	$ 197.99	$ 360.99	$ 500.67	$ 640.45	$ 781.19	$ 919.96	$ 75.00

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Commercial Costs

- Roll-Off Containers
  - Available in 20, 30 and 40 cubic yards
  - Cost increase will be higher the smaller roll-off the customer has (67% for a 20 cubic yard) and the cost increase is lower as the container size increases (41% for a 30 cubic yard and 21% for a 40 cubic yard)
  - Tonnage fee will also be added

SCHERTZ
COMMUNITY ★ SERVICE ★ OPPORTUNITY

Commercial Costs – Compactor Rentals

Frequency of Pickup	1	2	3	4	5	6	On Call Additional
2 cu. Yard compactor		$ 230.27				$ 87.31	
2024-25	$ 255.48	$ 435.03	$ 525.51	$ 600.75	$ 675.81	$ 750.87	$ 300.00
4 cu. Yard compactor		$ 474.39					
2024-25	$ 382.74	$ 660.90	$ 900.96	$ 1,088.64	$ 1,276.53	$1,464.21	$ 300.00
6 cu. Yard compactor	$ 540.81	$ 900.96	$ 1,238.97	$ 1,576.98	$ 1,914.48	$2,252.49	$ 300.00
Compactor Rental, per month							$ 500.00
Casters, per month							$ 7.50
Locks,per collection							$ 2.50
Enclosures, per month							$ 5.00

- Based on size and frequency of pick-up
- If business wants to use this for recycle purposes, they are free to choose a different provider

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Items of Note - Commerical

- All commercial accounts will receive new carts, containers, etc.
- Costs are dependent on business needs
- Vendor will meet with each commercial account to assess their usage and needs

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COMMUNITY ★ SERVICE ★ OPPORTUNITY

Franchise/Billing Fees

- The franchise agreement and contract with Vendor provides for exclusive right to service City
- Current fees are 15%
  - 3% Franchise Fee
    - Goes to General Fund
    - Allows Vendor to use our rights-of-way to perform service
    - Helps offset costs for wear and tear on streets
  - 12% Bill Processing Fee
    - Goes to Water/Sewer Fund
    - Helps offset operational costs and billing services performed by Utility Billing Office
- Proposed fees are 10%
  - 3% Franchise Fee
    - General Fund will see an increase of approximately $60,000 (previous amount $180,000; new amount $240,000)
  - 7% Bill Processing Fee
    - Shift of customer service and commercial billing to Vendor
    - Equates to reduction of $100,000 in revenues - Water/Sewer fund can absorb
- Rates submitted for services include the 10% franchise/billing fees

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Future Rate Increases

- Vendor may adjust Base Rates subject to the Consumer Price Index (CPI) garbage and trash collection
- Annual adjustment shall not result in an increase in the Base Rates exceeding the lesser of:
  - The percentage increase in the CPI for the twelve-month period
  - Five percent of the then current Base Rates
- If the percentage change in the CPI would result in a decrease in the Base Rates, the Base Rates shall remain unchanged for the immediately following contract year

SCHERTZ
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Comprehensive Trash Campaign

- Campaign framework established
- Once receive direction, staff will work closely with vendor to ensure all communication elements are being utilized before, during, and after implementation
- New service starts July 1st

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Recommendation

- Staff recommends approving the exclusive franchise agreement for Municipal Solid Waste to Frontier Waste Solutions

- Recommend Option 1

Garbage One-time Per Week:	$12.73
Recycling Every Other Week:	$ 4.37
Bulk/Brush Every Other Week:	$ 1.00
Total Monthly Cost:	$18.10

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COMMENTS AND QUESTIONS

SCHERTZ
COMMUNITY • SERVICE • OPPORTUNITY

Agenda No. 12.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**City Secretary**
Subject:	**Ordinance 25-M-018 - Conduct a public hearing and consider authorizing an amendment to the City of Schertz Schedule of Fees for Public Works-Streets and Garbage Collection Fees for Fiscal Year 2024-2025. (S.Gonzalez/J.Walters)**

BACKGROUND

City Departments collect a wide variety of fees for permits, services, fines and other charges that are all part of everyday operations of municipal government. Since September 2008, Ordinance 08-M-43 established the consolidated fee schedule for better transparency of fees charged by the city.

The Fee Schedule ordinance provides a single document with all City fees that directly affect the users. The changes to the fees ensure the continued operation of public utilities, provides for essential services to the community and to adequately maintain the investment in existing infrastructure. All changes to the fee schedule will have a 45-day period before the new fees take effect. This allows staff to update and advise citizens on the upcoming changes.

With the changes in garbage service, staff recommends updating the fee schedule for only garbage rates at this time based on what was received in the proposal selected by City Council. What is included in the attached fee changes is a specific vendor proposal that can be adjusted as needed to match the approval of Ordinance 25-F-014.

Solid waste rates have not changed in 7 years. Changes here represent both rising industry costs over that time as well as enhanced service offerings in some areas like standard bulk and brush pickup. See below for a summary of changes.

Summary of Changes:
Chipping Services will be discontinued and removed from the Schedule. Instead, this will be included in the Bulk/Brush pick up service proposed at this time and listed as a regular service for solid waste.

Combined Residential Garbage once-a-week, Recycling every other week, and Bulk/Brush services every other week would increase from $14.46 to $18.10 per month.

Special Pick Ups will be removed.

Class II, Mobile Home Parks will be charged the standard residential rate for garbage, recycling, and bulk/brush pick ups.

Class III, Apartments, and Class IV, Motels, will be removed and charged the appropriate Small Commercial rate or appropriate sized container.

Offices, barbershops, and professional services; and light retail, wholesale, commercial or industrial from 2,000 square feet to 4,000 square feet; and medium retail, wholesale, commercial or industrial 2,000 square feet to 4,000 square feet, also known as Class V through VII, will be consolidated to Small Commercial. These fees would increase from $15.70, $27.08, and $39.34, respectively, to $45.00 for once a week pick up and $90.00 for twice per week.

Class VIII is not a used classification and will be removed.

Commercial Containers will increase 43%. See Schedule for breakdown.

Recycle containers will be available and were added to the fee schedule.

Roll-Off Container fees would increase 67% for a 20 cubic yard and increase 21% for a 40 cubic yard container base, plus a tonnage fee.

Compactor rentals increase an estimated 306% for a 2 cubic yard and 144% for a 4 cubic yard. If these are to be used for recycle purposes, customers are free to choose a different provider.

The overweight charge is being removed.

Disaster Management Rates have been identified and added to the schedule.

Commercial Recycling Hauling Permit Fee will be reduced from $2,500 to $25. State law permits businesses to contact their own recycling services, if they wish. The changes that staff has proposed present a policy shift. The current code requires that private haulers receive a letter of certification from each business and that the city issue a permit for each business the private hauler removes recyclable materials from. The current permit amount is $2,500 per business, which must be renewed annually. Staff is proposing to eliminate the letter of certification requirement. Instead, private haulers may simply list the businesses they serve as part of their permit application. Also, Staff is proposing to reduce the permit fee from $2,500 per business served to a flat $25 for the year, regardless of number of businesses served. Staff determined that the current code presents a significant barrier for private haulers and is effectively prohibitive. The proposed changes would make it easier for private haulers to operate in Schertz.

GOAL

To set fees to match the new solid waste provider approved proposal.

COMMUNITY BENEFIT

The fee schedule is a transparent way to provide information on fees charged for services for the City. These changes will provide for selected garbage services in the City of Schertz.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approve a fee schedule to match the level of service described in the accepted solid waste proposal.

FISCAL IMPACT

Charges for service of one pick-up of garbage and recycling per week and one bulk/brush pick-up every other week would be a 52% increase for residents and 43% increase for large commercial that use roll-off containers.

The City is proposing to keep a 3% franchise fee that goes to the General Fund to pay for the use and wear of roadways, which would increase by an estimated $60,000 annually. The proposal will also lower the fee charged to the waste provider to provide billing services and customer service from 12% to 7% as the new provider will handle all commercial billing directly as well as all residential and commercial customer service calls. This decrease will lower the revenue for the Water & Sewer Fund that provides garbage services by an estimated $100,000. Schertz' Utility Billing staff is proposed to continue billing residential accounts and audit records of the new provider to ensure the proper execution of the contract and charges.

RECOMMENDATION

Adopt Ordinance 25-M-018 and update Public Works-Streets and Garbage Collection fees for FY 2024-25, effective July 1, 2025.

Attachments

Ordinance 25-M-018 with attachment

Public Works-Streets and Garbage Collection Fee Redline

ORDINANCE 25-M-018

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE CITY OF SCHERTZ CODE OF ORDINANCES AND CERTAIN OTHER ORDINANCES BY AMENDING AND ESTABLISHING FEES FOR PUBLIC WORKS – STREETS AND GARBAGE COLLECTION FEES, AND OTHER SERVICES PROVIDED BY THE CITY OF SCHERTZ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Schertz (the "City") has established by ordinances and resolutions for fees for licenses, permits, and services provided by the City; and

WHEREAS, the City Council has authorized a review and a consolidation of certain fees for licenses, permits, and services provided by the City; and

WHEREAS, the Schedule of Fees for Public Works-Streets and Garbage Collection Fees attached as Exhibit A reflects revisions to certain fees, a restatement of certain fees not revised, and a consolidation of all such fees; and

WHEREAS, on April 1, 2025, the City Council conducted a public hearing and after consideration of the amended and established fees for Public Works–Streets and Garbage Collection Fees has determined that the proposed amendments are appropriate and in the interest of the public safety, health, and welfare; and

WHEREAS, the City Council of the City of Schertz has determined that it is in the best interest of the City to adjust fees for services as more fully set forth in this Ordinance.

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

Section 1. All persons, firms, or corporations applying for licenses or permits or receiving other City services described in Public Works–Streets and Garbage Collection Fees on Exhibit A that require the payment of a fee incident to such application or service shall pay the fees as prescribed in the Fee Schedule attached hereto as Exhibit A and made a part of hereof. It shall be a violation of this Ordinance to conduct any activity or commence any use or receive any service for which payment of a fee described herein is required until such fee has been paid (if required to be paid in advance) or to fail to pay such fee when properly billed.

Section 2. This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Schertz, Texas as to the fees set forth on Exhibit A effect on the effective date of this Ordinance, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and

such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

Section 3. The City Council may, from time to time, by ordinance add to the fees set forth on Exhibit A, and the fees now or hereafter set forth on Exhibit A may be modified from time to time by resolution of the City Council.

Section 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 5. Subject to the last sentence of this Section, any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of provisions of this Ordinance shall be fined not more than Five Hundred Dollars ($500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. If any other ordinance, including the Code of Ordinances, establishes a different penalty for the failure to pay any fee on Exhibit A, the provisions of such other ordinance or the Code of Ordinances shall control with respect to such penalty.

Section 6. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of the Code of Ordinances in effect on the effective date of this Ordinance and modified by this Ordinance or any other ordinances in effect on the effective date of this Ordinance and modified by this Ordinance and requiring the payment of fees for licenses, permits, and other services provided by the City which have accrued on the effective date of this Ordinance; and any and all accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 7. This Ordinance shall be in full force and effect from and after its final passage and any publication required by law.

PASSED AND APPROVED on the _____ day of _____ 2025.

CITY OF SCHERTZ, TEXAS

_____

Ralph Gutierrez, Mayor

ATTEST:

_____

Sheila Edmondson, City Secretary

EXHIBIT A

SCHEDULE OF FEES – PUBLIC WORKS-STREETS AND GARBAGE COLLECTION FEES

Exhibit A

City of Schertz

Schedule of Fees

Effective July 1, 2025

City of Schertz
Schedule of Fees

Garbage Collection Fees	2024-25
Residential	$ 18.10
Once a week pick up Garbage	
Every other week pick up Recycling	
Every other week pick up bulk items and brush	
Extra Garbage Carts, each	$ 9.25
Extra Recycling Carts, each	$ 5.00
Unusual Accumulation Waste Collection	
Rate per hour	$ 100.00
Deposital fee per yard collected	$ 50.00
Commercial	
Small Commercial	
Once a week pick up	$ 45.00
Twice per week pick up	$ 90.00

City of Schertz
Schedule of Fees

Garbage Collection Fees	2024-25

Commercial Containers

CONTRACTOR will provide commercial containers to those customers who desire to use them in lieu of garbage cans. The use of such CONTRACTOR provided containers is required by this contract. Rates for containers and pickup will be based on the following table:

Frequency of Pickup Container Size:	1	2	3	4	5	6	On Call Additional
2 cu. Yard	$ 85.16	$ 145.01	$ 175.17	$ 200.25	$ 225.27	250.29	$ 75.00
3 cu. Yard	$ 102.64	$ 185.16	$ 255.31	$ 292.77	$ 330.38	$ 367.89	$ 75.00
4 cu. Yard	$ 127.58	$ 220.30	$ 330.32	$ 362.88	$ 425.51	$ 488.07	$ 75.00
6 cu. Yard	$ 180.27	$ 300.32	$ 412.99	$ 525.66	$ 638.16	$ 750.83	$ 75.00
8 cu. Yard	$ 212.77	$ 387.94	$ 538.05	$ 688.26	$ 839.50	$ 988.63	$ 75.00
10 cu. Yard	$ 232.77	$ 397.94	$ 548.05	$ 698.26	$ 839.50	998.63	$ 75.00
2 cu. Yard Recycle	$ 79.25	$ 134.94	$ 163.00	$ 186.34	$ 209.63	232.9	$ 75.00
4 cu. Yard Recycle	$ 95.51	$ 172.30	$ 237.58	$ 272.44	$ 307.43	342.34	$ 75.00
6 cu. Yard Recycle	$ 167.74	$ 279.46	$ 384.30	$ 489.14	$ 593.84	698.68	$ 75.00
8 cu. Yard Recycle	$ 197.99	$ 360.99	$ 500.67	$ 640.45	$ 781.19	919.96	$ 75.00

City of Schertz
Schedule of Fees

Garbage Collection Fees	2024-25

Roll-Off available in 20, 30, and 40 cubic yards

Delivery	$ 150.00
Haul Rate	$ 390.00
Disposal, per ton	$ 59.94
Temporary, rate per day (not charged on permant placement)	$ 3.00

Compactors

Frequency of Pickup Container Size	1	2	3	4	5	6	On Call Additional
2 cu. Yard compactor	$ 255.48	$ 435.03	$ 525.51	$ 600.75	$ 675.81	$ 750.87	$ 300.00
4 cu. Yard compactor	$ 382.74	$ 660.90	$ 900.96	$ 1,088.64	$1,276.53	$1,464.21	$ 300.00
6 cu. Yard compactor	$ 540.81	$ 900.96	$ 1,238.97	$ 1,576.98	$1,914.48	$2,252.49	$ 300.00

Compactor Rental, per month	$ 500.00
Casters, per month	$ 7.50
Locks,per collection	$ 2.50
Enclosures, per month	$ 5.00

Roll Off Compactor

20 yard and 30 yard self contained

Rental, per month	$ 750.00
Haul Rate	$ 470.00
Disposal, per ton	$ 59.94

40 Yard Receiving Container

Rental	$ 250.00
Haul Rate	$ 470.00
Disposal, per ton	$ 59.94

Disaster management Rates

Roll Off Truck and Container, per hour	$ 200.00
Grapple Truck, per hour	$ 200.00
Rear Load Truck and Crew, per hour	$ 325.00
Disposal, per ton	$ 59.94

Commercial Recycle Hauling Permit	$ 25.00

To address non standard requests, the solid waste contractor can negotiate a fee with the customer requesting the service.

The City franchise fee collected from the Solid Waste Provider	10%

City of Schertz
Schedule of Fees

Public Works - Streets	2024-25	2024-25
~~Chipping charges, per half hour~~	$ 40.00	Delete

Garbage Collection Fees	2024-25	2024-25
Residential:		
~~Zone I:~~ Once a week pick up		
One 96 gallon cart provided by franchisee, per month	$ 12.41	$ 12.73
Residents requesets 2 carts total:	$ 18.59	$ 21.98
Resident requests 3 carts total:	$ 24.80	$ 31.23
Resident requests 4 carts total:	$ 30.99	$ 40.48
Recycling Fee, per month/container	$ 2.05	$ 4.37
Resident requests 2 recycling carts	NA	$ 9.37
Bulk and Brush, Every other week	$ -	$ 1.00
~~Zone 2: Single Family, twice per week pick up, per month, no cart provided~~	$ 12.41	Delete
~~Recycling Fee, per month/container~~	$ 2.05	Delete
Front Porch Pick Up, based on need	$ 18.11	$ 12.73
Recycling Fee, per month/container	$ 2.05	$ 4.37
Bulk and Brush, Every other week	$ -	$ 1.00
~~**Special Pickup:**~~		
~~Move Ins, Special Tree Trimmings, oversize materials, & similar circumstances; minimum~~	$ 17.29	Delete
~~**Class II: Mobile Home Parks**~~	$ 9.90	Delete
~~Mobile Home Parks (2 or more mobile homes) (based on number in park on the 15th day of the month), per unit/monthly~~		
~~**Class III: Apartments**~~	$ 9.90	Delete
~~per unit/monthly~~		
~~**Class IV: Motels**~~	$ 4.37	Delete
~~per unit/monthly~~		
2. Commercial		
Small Commercial		
Once a week pick up		$ 45.00
Twice per week pick up		$ 90.00
~~**Class V:**~~	$ 15.70	Delete
~~Offices, barber shops and Professional services, per month~~		
~~**Class VI:**~~	$ 27.08	Delete
~~Light retail, wholesale, commercial or industrial, 2000 to 4000 square feet and excluding large grocery stores, etc., per month~~		

City of Schertz
Schedule of Fees

Garbage Collection Fees	2024-25	2024-25
~~**Class VII:**~~	$ 39.34	Delete
~~Medium retail, wholesale commercial or industrial (2000 to 4000 square feet and exclude large grocery store, etc.), per month~~		
~~2 Cart, 1 pickup per week~~	$ 40.61	Delete
~~**Class VIII:**~~		
~~Heavy Volume retail wholesale, commercial, or industrial (placement determined by a time and cost study of refuse generation and collection. The categories in this class usually require hand loading from rooms or pens and would not apply when commercial containers are used.)~~		
~~**A.** Two weekly pickups of 1.5 cubic yard containers, excluding large grocery, furniture or department stores, per month~~	$ 69.89	Delete
~~**B.** Two weekly pickups of 3 cu. Yard containers, excluding large grocery, furniture or department stores, etc., per month~~	$ 139.77	Delete
~~**C.** Three weekly pickups of 3 cu. Yard containers, excluding large grocery, furniture or department stores, etc., per month~~	$ 218.41	Delete
~~**D.** Four weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month~~	$ 262.05	Delete
~~**E.** Five weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month~~	$ 349.42	Delete
~~**F.** Six weekly pickups of 4 cu. Yard containers, including large grocery, furniture or department stores, etc., per month~~	$ 436.84	Delete
~~**G.** Customer requiring more than four (4) cu. Yds each pickup would be charged per cu. Yds. Collected., per yard~~	$ 4.84	Delete

City of Schertz
Schedule of Fees

Garbage Collection Fees	2024-25	2024-25

3. Commercial Containers.
CONTRACTOR will provide commercial containers to those customers who desire to use them in lieu of garbage cans. The use of such CONTRACTOR provided containers is required by this contract. Rates for containers and pickup will be based on the following table:

Container Size:

Frequency of Pickup	1	2	3	4	5	6	On Call Additional
2 cu. Yard	$ 59.45	$ 101.23	$ 122.28	$ 139.79	$ 157.26	$ 174.72	$ 29.70
2024-25	$ 85.16	$ 145.01	$ 175.17	$ 200.25	$ 225.27	$ 250.29	$ 75.00
3 cu. Yard	$ 71.65	$ 129.26	$ 178.23	$ 204.38	$ 230.63	$ 256.82	$ 37.12
2024-25	$ 102.64	$ 185.16	$ 255.31	$ 292.77	$ 330.38	$ 367.89	$ 75.00
4 cu. Yard	$ 89.06	$ 153.79	$ 209.65	$ 253.32	$ 297.04	$ 340.71	$ 44.56
2024-25	$ 127.58	$ 220.30	$ 330.32	$ 362.88	$ 425.51	$ 488.07	$ 75.00
6 cu. Yard	$ 125.84	$ 209.65	$ 288.30	$ 366.95	$ 445.49	$ 524.14	$ 51.98
2024-25	$ 180.27	$ 300.32	$ 412.99	$ 525.66	$ 638.16	$ 750.83	$ 75.00
8 cu. Yard	$ 148.53	$ 270.81	$ 375.60	$ 480.46	$ 586.04	$ 690.14	$ 59.41
2024-25	$ 212.77	$ 387.94	$ 538.05	$ 688.26	$ 839.50	$ 988.63	$ 75.00
10 cu. Yard	$ 171.19	$ 314.45	$ 445.49	$ 559.12	$ 672.64	$ 786.19	$ 66.82
2024-25	$ 232.77	$ 397.94	$ 548.05	$ 698.26	$ 839.50	$ 998.63	$ 75.00
2 cu. Yard Recycle	$ 79.25	$ 134.94	$ 163.00	$ 186.34	$ 209.63	$ 232.90	$ 75.00
4 cu. Yard Recycle	$ 95.51	$ 172.30	$ 237.58	$ 272.44	$ 307.43	$ 342.34	$ 75.00
6 cu. Yard Recycle	$ 167.74	$ 279.46	$ 384.30	$ 489.14	$ 593.84	$ 698.68	$ 75.00
8 cu. Yard Recycle	$ 197.99	$ 360.99	$ 500.67	$ 640.45	$ 781.19	$ 919.96	$ 75.00

City of Schertz
Schedule of Fees

Garbage Collection Fees	2024-25	2024-25
~~**4. Roll-Off Rates Per Pull Open Top Containers - Dry Material**~~		
~~**20 cu. Yard**~~	$ 323.20	
~~**30 cu. Yard**~~	$ 384.34	
~~**40 cu. Yard**~~	$ 445.49	
~~**Roll-off Rental (no pulls within billing cycle)**~~ per container per month	$ 133.65	Delete
Roll-Off available in 20, 30, and 40 cubic yards		
Delivery/Relocation, per container	$ 38.95	$ 150.00
~~**Roll-off Relocation or Trip Charge per container**~~	$ 38.95	Delete
Haul Rate		$ 390.00
Disposal, per ton		$ 59.94
Temporary, rate per day (not charged on permant placement)		$ 3.00

~~**Collection and Disposal of Municipal Wastes**~~

~~**5.** Wet Material Rates on Compactor containers or open top containers with wet material must be negotiated with customers at the time they are needed. This type of waste must be hauled to a Type I landfill which generally has a higher disposal rate attached to it.~~

Frequency of Pickup	1	2	3	4	5	6	On Call Additional
2 cu. Yard compactor		$ 230.27				$ 87.31	
2024-25	$ 255.48	$ 435.03	$ 525.51	$ 600.75	$ 675.81	$ 750.87	$ 300.00
4 cu. Yard compactor		$ 474.39					
2024-25	$ 382.74	$ 660.90	$ 900.96	$ 1,088.64	$ 1,276.53	$1,464.21	$ 300.00
6 cu. Yard compactor	$ 540.81	$ 900.96	$ 1,238.97	$ 1,576.98	$ 1,914.48	$2,252.49	$ 300.00
Compactor Rental, per month							$ 500.00
Casters, per month							$ 7.50
Locks,per collection							$ 2.50
Enclosures, per month							$ 5.00

~~**30 cu yard Open-top (Recycle), per pull**~~	$ 218.27
~~**30 cu yard Compactor, per pull**~~	$ 585.30
~~**40 cu yard Compactor, per pull**~~	$ 695.37

City of Schertz
Schedule of Fees

Garbage Collection Fees	2024-25	2024-25
Roll Off Compactor		
20 yard and 30 yard self contained		
Rental, per month		$ 750.00
Haul Rate		$ 470.00
Disposal, per ton		$ 59.94
40 Yard Receiving Container		
Rental		$ 250.00
Haul Rate		$ 470.00
Disposal, per ton		$ 59.94
~~**OVER WEIGHT CHARGE**~~	$ 29.79	Delete
Disaster management Rates		
Roll Off Truck and Container, per hour		$ 200.00
Grapple Truck, per hour		$ 200.00
Rear Load Truck and Crew, per hour		$ 325.00
Disposal, per ton		$ 59.94
Commercial Recycle Hauling Permit	$2,500.00	$ 25.00
To address non standard requests, the solid waste contractor can negotiate a fee with the customer		
The City franchise fee collected from the Solid Waste Provider	15%	10%

City of Schertz
Schedule of Fees

Garbage Collection Fees			2024-25
Residential			$ 18.10
Once a week pick up Garbage			
Every other week pick up Recycling			
Every other week pick up bulk items and brush			
Extra Garbage Carts, each			$ 9.25
Extra Recycling Carts, each			$ 5.00
Unusual Accumulation Waste Collection			
Rate per hour			$ 100.00
Deposital fee per yard collected			$ 50.00
Commercial			
Small Commercial			
Once a week pick up			$ 45.00
Twice per week pick up			$ 90.00

City of Schertz
Schedule of Fees

Garbage Collection Fees			2024-25

Commercial Containers

CONTRACTOR will provide commercial containers to those customers who desire to use them in lieu of garbage cans. The use of such CONTRACTOR provided containers is required by this contract. Rates for containers and pickup will be based on the following table:

Frequency of Pickup Container Size:	1	2	3	4	5	6	On Call Additional
2 cu. Yard	$ 85.16	$ 145.01	$ 175.17	$ 200.25	$ 225.27	250.29	$ 75.00
3 cu. Yard	$ 102.64	$ 185.16	$ 255.31	$ 292.77	$ 330.38	$ 367.89	$ 75.00
4 cu. Yard	$ 127.58	$ 220.30	$ 330.32	$ 362.88	$ 425.51	$ 488.07	$ 75.00
6 cu. Yard	$ 180.27	$ 300.32	$ 412.99	$ 525.66	$ 638.16	$ 750.83	$ 75.00
8 cu. Yard	$ 212.77	$ 387.94	$ 538.05	$ 688.26	$ 839.50	$ 988.63	$ 75.00
10 cu. Yard	$ 232.77	$ 397.94	$ 548.05	$ 698.26	$ 839.50	998.63	$ 75.00
2 cu. Yard Recycle	$ 79.25	$ 134.94	$ 163.00	$ 186.34	$ 209.63	232.9	$ 75.00
4 cu. Yard Recycle	$ 95.51	$ 172.30	$ 237.58	$ 272.44	$ 307.43	342.34	$ 75.00
6 cu. Yard Recycle	$ 167.74	$ 279.46	$ 384.30	$ 489.14	$ 593.84	698.68	$ 75.00
8 cu. Yard Recycle	$ 197.99	$ 360.99	$ 500.67	$ 640.45	$ 781.19	919.96	$ 75.00

City of Schertz
Schedule of Fees

Garbage Collection Fees			2024-25

Roll-Off available in 20, 30, and 40 cubic yards

Delivery	$ 150.00
Haul Rate	$ 390.00
Disposal, per ton	$ 59.94
Temporary, rate per day (not charged on permant placement)	$ 3.00

Compactors

Frequency of Pickup	1	2	3	4	5	6	On Call Additional
Container Size							
2 cu. Yard compactor	$ 255.48	$ 435.03	$ 525.51	$ 600.75	$ 675.81	$ 750.87	$ 300.00
4 cu. Yard compactor	$ 382.74	$ 660.90	$ 900.96	$ 1,088.64	$1,276.53	$1,464.21	$ 300.00
6 cu. Yard compactor	$ 540.81	$ 900.96	$ 1,238.97	$ 1,576.98	$1,914.48	$2,252.49	$ 300.00

Compactor Rental, per month	$ 500.00
Casters, per month	$ 7.50
Locks,per collection	$ 2.50
Enclosures, per month	$ 5.00

Roll Off Compactor

20 yard and 30 yard self contained

Rental, per month	$ 750.00
Haul Rate	$ 470.00
Disposal, per ton	$ 59.94

40 Yard Receiving Container

Rental	$ 250.00
Haul Rate	$ 470.00
Disposal, per ton	$ 59.94

Disaster management Rates

Roll Off Truck and Container, per hour	$ 200.00
Grapple Truck, per hour	$ 200.00
Rear Load Truck and Crew, per hour	$ 325.00
Disposal, per ton	$ 59.94

Commercial Recycle Hauling Permit	$ 25.00

To address non standard requests, the solid waste contractor can negotiate a fee with the customer requesting the service.

The City franchise fee collected from the Solid Waste Provider	10%

Agenda No. 13.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Planning & Community Development**
Subject:	**Ordinance 25-H-015: Conduct a public hearing and consider amendments to the Schertz Code of Ordinances, Chapter 34 – Health, Article III Solid Waste and Chapter 54 – Nuisances, Article V Section 54-22 Exterior property areas; nuisance upon premises and Section 54-28 Rubbish and garbage. (S.Gonzalez/S.Haas)**

BACKGROUND

City Council from time to time, on its own motion, or at the recommendation of City Staff proposes to amend, change, or modify text in any portion of the Code of Ordinances. It is generally considered good practice to periodically review and update the ordinances.

As the City is in process for adopting a new franchise contract for solid waste/recycling disposal, Staff has taken this opportunity to proactively propose amendments to the Solid Waste Ordinance in Chapter 34, Article III of the Schertz Code of Ordinances. These proposals have also created the need for amendments in the Nuisance Ordinance Chapter 54 Article V, Section 54-22 and Section 54-28.

GOAL

The main goal of these amendments is to streamline Chapter 34 - Health, Article III Solid Waste. This was done in essentially three strategies:

1. Revising language to convey information better and to be more consistent with other sections in the Code of Ordinances.
    - Editorial updates were made to organize information more clearly and eliminate redundant language.
    - The "City Manager or his/her designee" title was included to be consistent with other sections of the Code of Ordinances.
2. Eliminating details that are covered in the franchise agreement.
    - Much of Chapter 34, Article III unnecessarily details collection and disposal of waste. These items are apt to change with each new contract the city negotiates with potential providers. This creates the opportunity for potential conflicts, and those particular details are more appropriate in the franchise agreement and are not necessarily required to be in the Code of Ordinances.
3. Cross-referencing items from Chapter 34, Article III - Solid Waste with the Nuisance Ordinance Chapter 54, Article V.
    - Chapter 54, Article V was refined by eliminating redundant language from Section 54-28 - Rubbish and Garbage or by moving language into Chapter 54-22 Exterior property areas; nuisance upon premises.
        - One item was moved from the Nuisance Code into Solid Waste.
    - Several items in the Solid Waste Ordinance have been determined by Staff to be redundant with items in the Nuisance Ordinance.

Staff is proposing to amend the following sections of Chapter 34 Article III - Solid Waste. It should be noted that the numbering of these sections will change as well. The new numerical order can be viewed in the attachments.

Schertz Code of Ordinances Chapter 34 Article III - Solid Waste	
Section	Proposed Changes

Section 34-47 - Solid Waste Program Established.	• Moved language referencing applicable state law from Section 34-67 to the top. • Included language referencing the city's Franchise Ordinance and where to find said ordinance.
Section 34-48 - Purpose of chapter, duties of property owners and occupants.	• Changed the title to "Purpose of Article" • This made more sense as Chapter 34 covers several topics, while Solid Waste is specifically Article III. • Editorial changes were made to split applicable regulations into subsections "(a), (b), (c), etc." to make it easier to read. • Existing language pertaining to nuisances was found to be redundant with Chapter 54-22 of the Nuisance Code.
Section 34-49 - Residential and commercial occupants must use services of franchisee.	• The title of this section is misleading. • The body of this section only pertains to "residential" services. Staff has proposed moving it to Residential Collection Regulations as it makes more editorial sense there. • Staff is proposing to remove this section entirely as it fits better in another section.
Section 34-50 - Defined Terms.	• Staff reviewed this section and is proposing to delete unnecessary terms. • Staff also made edits to match definitions with the franchisee contract when applicable.
Section 34-51 - Sanitation service deposits and fees.	• This section is being proposed to be removed as the franchisee contract will address this and is not necessary in the Code of Ordinances.
Sec. 34-52 - Garbage, recyclable material, rubbish, brush and refuse nuisances.	• Existing language pertaining to nuisances was found to be redundant Chapter 54-22 of the Nuisance Code. • Section eliminated from the Solid Waste Article

Section 34-53 - Dumping.	• Editorial changes were made to split applicable regulations into subsections "(a), (b), (c), etc." to make it easier to read.
	• Proposed subsection (b) was moved from the Nuisance Code Chapter 54-28 into this section.
	  • Nuisance code relates more to what people are doing to their own property. This particular subsection seemed more appropriate in Solid Waste as it stipulates not to use other people's dumpsters.
	  • Subsection (c) was moved here from Section 34-64 Prohibited acts as Staff determined it was more appropriate here.

Section 34-54 - Collection containers and receptacles for garbage, trash, brush and recyclable material.	• This section is being proposed to be removed as the franchisee contract will address this and is not necessary in the Code of Ordinances.

Section 34-55 - Residential collection regulations.	• This section relates to residential disposal services and, as a result, Staff is proposing to combine items from several different sections that relate to the topic of this section. Some language in this article was also eliminated as it details items that would be in the franchise contract and are not necessary here.
	  • Section 34-49 was moved here
	  • Section 34-61 subsection (a) was moved here.
	  • Section 34-64 subsections (c) and (g) were moved here.

Section 34-56 - Residential collection fees.	• This section is being proposed to be removed as the franchisee contract will address this and is not necessary in the Code of Ordinances.
Section 34-57 - Commercial collection regulations.	• Editorial changes were made to split applicable regulations into subsections "(a), (b), (c), etc." to make it easier to read. • Language was added in relation to state law and commercial operators' ability to solicit their own recycling haulers/disposal companies. • Section 34-64 subsections (c) and (g) were moved here. • These subsections were duplicated for both "residential" and "commercial" regulations.
Section 34-58 - Commercial collection fees.	• This section is being proposed to be removed as the franchisee contract will address this and is not necessary in the Code of Ordinances.
Section 34-59 - Collection and disposal of commercial garbage and recyclable material in central business district.	• This section is being proposed to be removed as Schertz does not have a designated "Central Business District".
Section 34-60 - Collection contractor.	• This section is being proposed to be removed as the franchisee contract will address this and is not necessary in the Code of Ordinances.
Section 34-61 - Disposal of solid waste.	• Subsections (a) and (c) were moved to other sections in this Article that Staff determined to be more appropriate. • Subsection (b) appears to be in conflict with state law and other parts of the Article and was removed.

Section 34-62 - Permit for private haulers of recyclable	• State law permits businesses to contact their own recycling services, if they wish. This section relates to the permitting requirements for that section.
	  • Much of this section is remaining, except Staff has proposed a few changes relating to processing the permits and the fee assessed.
	  • The changes that staff has proposed present a policy shift. The current code requires that private haulers receive a letter of certification from each business and that the city issue a permit for each business the private hauler removes recyclable materials from. The current permit amount is $2,500 per

private haulers of recyclable materials.	business, which must be renewed annually. • Staff is proposing to eliminate the letter of certification requirement. Instead, private haulers may simply list the businesses they serve as part of their permit application. • Also, Staff is proposing to reduce the permit fee from $2,500 per business served to a flat $25 for the year regardless of number of businesses served. • Staff determined that the current code presents a significant barrier for private haulers and is effectively prohibitive. The proposed changes would make it easier for private haulers to operate in Schertz.
Section 34-63 - Transport of refuse.	• This section is covered in the Texas Transportation Code Section 725 and is not required to be in our Code of Ordinances. • Staff consulted with the Schertz Police Department to confirm this.
Section 34-64 - Prohibited acts.	• Staff is proposing to eliminate this section and either delete redundant language or move applicable subsections to other sections in this Article. • Subsections (a), (b), (d), (e) are redundant with other sections of the Code of Ordinances. • Subsection (c) and (g) have been moved to the "residential" and "commercial" regulations sections. • Subsection (f) has been moved to "dumping".
Section 34-65 - Diversion of recyclable materials.	• This section is being proposed to be removed as the franchisee contract will address this, or the language here is redundant with other sections of the Code of Ordinances.
Section 34-66 - Waste from tree trimming	• This section is being proposed to be removed as the franchisee contract will address this and is not necessary in the Code of Ordinances.
Section 34-67 - Applicability of state law	• Some language was moved from this section to the beginning of the Article for better organization. • Other language is being proposed to be eliminated as it is redundant with state law or explicit language from state statutes.
Section 34-68 - Enforcement	• This section was moved to the beginning into "Purpose of Article". • As a result, it is proposed to be eliminated.
Section 34-69 - Offense	• This section was reworked to mirror the "Violations" section of the Nuisance Code Chapter 54, Article I Section 54-12. This was done for consistency purposes.
Section 34-70 - Sanitation service deposits and fees	• This section is being proposed to be removed as the franchisee contract will address this and is not necessary in the Code of Ordinances.

Section 34-71 - Residential collection regulations	• This section is actually mislabeled and pertains to residential fees. Staff is proposing to removed as the franchisee contract will address this and is not necessary in the Code of Ordinances.
Section 34-72-88 - Reserved	• These reservations are proposed to be removed.

Staff is proposing to amend the following sections of the Nuisance Code Chapter 54 Article V - Property Maintenance Requirements. These amendments relate specifically to Section 54-28, in which all the subsections in Section 54-28 are being proposed to be deleted or moved. The result is that Section 54-28 will be "Reserved".

Schertz Code of Ordinances Chapter 54 Article V - Property Maintenance Requirements	
Section	Proposed Changes
Section 54-22 - Exterior property areas; nuisance upon premises.	• This section is proposed to only have one change. • Incorporating subsection (b) from Section 54-28 into this section.

Section 54-28 - Rubbish and garbage.	• This section is proposed to be removed as all the subsections are either deleted or moved.
	  • Subsection (a) has language covered in Section 54-22 and can be removed.
	  • Subsection (b) is proposed to be moved to Section 54-22.
	  • Subsection (c) is proposed to be moved to Chapter 34 Article III - Solid Waste

COMMUNITY BENEFIT

It is the City's desire to promote health and safety conditions for all residents and establishments.

SUMMARY OF RECOMMENDED ACTION

The requirements in the municipal code are to promote the health, safety, and general welfare of the city as a whole. As part of promoting health, safety, and general welfare, Staff is taking active steps to ensure the well-being of its residents by making the city's Code of Ordinances more clear and easier to understand. This is often necessary when policy/practice changes in the city, like when a new franchise contract is being negotiated with a waste/recycling disposal company. The proposed updates to the ordinance will keep the city in line with State Law and help convey the information in the Solid Waste Article better.

Additionally, the new Schertz Strategic Plan that was adopted on September 3, 2024, has the explicit goal of creating a safe and livable city by "improving property conditions and overall appearance of the city" and "promote environmental stewardship and health". These proposed amendments help the city achieve this by improving the Solid Waste and the Nuisance Ordinances.

For these reasons, the staff is recommending approval of the proposed amendments.

RECOMMENDATION

These amendments help promote the health, safety, and general welfare of the city and align with the Goals and Objectives in the Strategic Plan.

Therefore, Staff is recommending approval of Ordinance 25-H-015.

Attachments

Ord. 25-H-015 with Exhibits

Chapter 34 Article III Solid Waste - redlines

Chapter 54 Article V - redlines

City Council Presentation Slides

ORDINANCE 25-H-015

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AMENDING THE SCHERTZ CODE OF ORDINANCES, CHAPTER 34 – HEALTH, ARTICLE III SOLID WASTE AND CHAPTER 54 – NUISANCES, ARTICLE V SECTION 54-22 EXTERIOR PROPERTY AREAS; NUISANCE UPON PREMISES AND SECTION 54-28 RUBBISH AND GARBAGE

WHEREAS, the City staff of the City of Schertz (the "City") recommended that the City Council approve the amended Code of Ordinances, Chapter 34 Health, Article III and Chapter 54 Nuisances, Article V Section 54-22 and Section 54-28 to address proposed updates to the Solid Waste and Nuisance Ordinances and

WHEREAS, the City staff has provided the amended Code of Ordinances, Chapter 34 attached hereto as Exhibit A and Chapter 54 attached hereto as Exhibit B; and,

WHEREAS, on April 1, 2025, the City Council conducted a public hearing and after consideration of the amendments to Chapter 34 Health and Chapter 54 Nuisances has determined that the proposed amendments are appropriate and in the interest of the public safety, health, and welfare.

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

Section 1. The current Code of Ordinances, Chapter 34 Health, Article III is hereby amended as set out in Exhibit A attached hereto.

Section 2. The current Code of Ordinances, Chapter 54 Nuisances Article V Section 54-22 exterior property areas; nuisance upon premises and Section 54-28 Rubbish and garbage are hereby amended as set out in Exhibit B attached hereto.

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

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

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

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

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

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

PASSED and ADOPTED, this ____day of _____ 2025.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

Exhibit “A”

Amendments to Code of Ordinances Chapter 34, Article III
Solid Waste

Exhibit "A"

ARTICLE III. SOLID WASTE[1]

Sec. 34-47. Solid waste program established.

The city's solid waste collection, transportation and disposal program is hereby established for all residents and businesses of the city. The provisions of this article are adopted under Texas Health and Safety Code Ch. 361 and Ch. 363.

The city's Franchise Ordinance 25-F-014 is incorporated herein by reference. A copy shall be maintained in the office of the City Secretary.

(Ord. No. 20-F-26, § 2, 9-1-2020)

Sec. 34-48. Purpose of Article

(a) The purpose of this Article is to provide for the health, safety, and general welfare of the city by establishing a method of collecting and disposing of garbage, recyclable material, rubbish, brush, and other refuse.

(b) The accumulation of garbage, recyclable material, rubbish, brush and other refuse by owners and tenants of private residences, private commercial buildings and businesses, and the occupants of all private noncommercial buildings is prohibited. All waste materials shall be disposed of in a place and by methods as outlined by city ordinance and the city's franchise agreement.

(c) It shall be unlawful for any person to engage in the business of collecting solid waste within the city except as may be specifically authorized in accordance with this article.

(d) The provisions of this article shall be enforced by the City Manager or his/her designee. Notwithstanding any provisions contained herein to the contrary, the City Manager or his/her designee are hereby granted the authority to issue immediate citations to persons violating any provision of this article.

(Ord. No. 20-F-26, § 2, 9-1-2020)

Sec. 34-49. Defined terms.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Brush means any cuttings or trimmings from trees, shrubs, or lawns, including Green Waste.

Collection means the act of removing from a Customer's property (i) Waste in any form for transport to a Disposal Facility, (ii) Recyclables for transport to a Recycling Facility.

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[1]Editor's note(s)—Ord. No. 20-F-26, §§ 2 and 3, adopted September 1, 2020, repealed art. III, §§ 34-47—34-71, and enacted a new art. III, §§ 34-47—34-71. Former art. III pertained to similar subject matter and derived from Ord. No. 15-F-17, adopted July 28, 2015.

Construction and Demolition Debris means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Residential Unit, Municipal Facility, or large commercial and industrial unit, including but not limited to carpet, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.

Container means a receptacle constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

Customer means the owner or tenant of a Residential Unit, Commercial Unit, and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

Dead animals means animals or portions thereof that have expired from any cause, except those slaughtered for human consumption.

Disposal means the deposition, injection, dumping, spilling, leaking, or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.

Garbage means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

Generator means a person or municipality that produces or creates Municipal Solid Waste

Hauler means a person, other than the designated contractor, who has obtained and maintains a valid permit to collect and divert recyclable materials.

Hazardous waste means any solid waste identified or listed as a hazardous waste by the administrator of the U.S. Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended.

Premises means all public and private establishments, including individual residences, all multifamily dwellings, residential care facilities, hospitals, schools, businesses, other buildings and all vacant lots.

Recyclable material or *Recyclables* means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material.

Recycle or *Recycling* means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, or plastics, and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

Refuse means all solid waste except hazardous wastes.

Residence or *Residential Unit* means a residential dwelling within the service area of the City occupied by a person or group of persons. Dwellings comprising of more than four families shall be considered commercial/multifamily for the purposes of this Article.

Residents means persons residing within the corporate limits of the city.

Rubbish means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture,

rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Solid waste means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant or air pollution control facility, and other discarded material, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, municipal, commercial, mining and agricultural operations and from community and institutional activities. The term does not include:

(1) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code ch. 26, as amended;

(2) Soil, dirt, rock, sand or other natural or manmade inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or

(3) Waste materials that result from activities associated with the exploration, development or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Texas Natural Resources Code § 91.101, as amended, unless the waste, substance or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants or re-pressurizing plants and is hazardous waste as defined by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.).

(4) Recyclable material; however, recyclable material may become solid waste at such time, if any, as it is abandoned or disposed of as other solid waste, rather than recycled, whereupon it will be solid waste with respect only to the party actually abandoning or disposing of the material.

Unusual accumulations means:

(1) For residences, each regular collection that cannot fit into a residential garbage receptacle;

(2) For commercial establishments, accumulations that would not occur in the ordinary course of business;

(3) Bulky waste;

(4) Materials judged by the City Manager or his/her designee to be hazardous, such as oil, acid or caustic materials; and

(5) Existing conditions favorable to the harboring and/or breeding of any agent, such as an insect, reptile, rodent or other agents capable of transferring a pathogen from one organism to another.

Waste or *Waste Material* means all materials to be collected and disposed of in accordance with this article.

(Ord. No. 20-F-26, § 2, 9-1-2020

Sec. 34-50. Dumping.

(a) Dumping of any garbage, solid waste, recyclable material, rubbish, brush and/or other refuse in any place and in any manner other than that designated in this chapter is prohibited.

(b) Dumpsters. It shall be unlawful to dispose of garbage, junk, rubbish, refuse or other trash in any dumpster for which the person disposing of such items does not have the lawful right or permission to use.

(c) It shall be unlawful to store or place in a screening enclosure that is provided for garbage and/or recycling containers and/or receptacles any debris, solid waste or any other item for storage that is not a solid waste and/or a recycling container and/or receptacle.

(Ord. No. 20-F-26, § 2, 9-1-2020)

Sec. 34-51. Residential collection regulations.

(a) It is hereby prohibited for any individual to utilize the services of any individual or corporation for purposes of residential solid waste collection other than the city's designated solid waste franchisee, except as provided by state law and/or annexation agreements. Every residential occupant shall subscribe to the services of the franchisee having the exclusive franchise for collection and disposal service with the city. It is declared to be unlawful for the occupant of any of the premises described in this section to fail or neglect to provide for the removal of solid waste as required under this article.

(b) Individual residents may remove garbage, recyclable material, refuse, rubbish, brush or unusual accumulations from their own residences, provided that the garbage, recyclable material, rubbish, brush or unusual accumulations are secured.

(c) It shall be unlawful for any person to deposit any materials not included in the definitions of garbage, recyclable material, refuse, rubbish and brush in any collection container or receptacle used for the disposal of garbage, recyclable material, rubbish or brush.

(d) It shall be unlawful to bring in waste for disposal from outside of city limits.

(Ord. No. 20-F-26, § 2, 9-1-2020)

Sec. 34-52. Commercial collection regulations.

(a) Collection containers commonly used by commercial garbage and recycling collectors, including residential garbage and recycling receptacles (for commercial use), shall be placed at a location on the premises mutually agreeable to the customer, the city, its designated contractor, and hauler, as applicable.

(b) The City Manager or his/her designee may authorize the use by a commercial customer of residential garbage or recycling receptacles on a case by case basis after the commercial customer makes request for use of such residential receptacles.

(c) The collection and removal of garbage, recyclable material, refuse, rubbish and brush from buildings and premises used for commercial and institutional purposes shall not be made less than one time per week and as often as necessary in order to maintain such premises free of accumulations of garbage, trash and brush..

(d) A commercial business shall be responsible for the collection and lawful disposal of hazardous waste generated by that commercial business.

(e) A commercial business may use the city’s franchisee for recycling or may use a separate private hauler for recyclable materials provided the hauler is permitted as specified in Section 34-53.

(f) It shall be unlawful for any person to deposit any materials not included in the definitions of garbage, recyclable material, refuse, rubbish and brush in any collection container or receptacle used for the disposal of garbage, recyclable material, rubbish or brush.

(g) It shall be unlawful to bring in waste for disposal from outside of city limits.

(Ord. No. 20-F-26, § 2, 9-1-2020)

Sec. 34-53. Permit for private haulers of recyclable materials.

(a) *Permit required.* It shall be unlawful for any person, company, or corporation to engage in the business of collection of commercial recyclable materials without obtaining a permit from the City Manager or his/her designee.

(b) *Application for commercial recycle compactor hauler permit per haul vehicle.* An applicant for a permit as a private hauler of recyclable materials must provide the following:

(1) The business name;

(2) The driver's name and driver's license numbers;

(3) Business address;

(4) Owner’s name;

(5) Business phone number;

(6) List of vehicles used for waste removal, including:

a. Make;

b. Model; and

c. License number.

(7) Proof of current bond of $10,000.00 on a form provided or approved by the city;

(8) The name and address of the entity generating materials to be recycled.

(9) The name of the final destination for recyclable materials and proof that such destination has demonstrated its ability to be an approved processor capable of diverting recyclable materials in accordance with all applicable laws and regulations; and

(10) Proof of liability insurance

All information required in this subsection (b) shall be amended and updated, within 30 days of a change or when any of the current information in the possession of the city becomes outdated.

(c) *Renewal of permit.* ($25 annually) Each permit shall be renewed annually and the information listed in subsection (b) of this section shall again be provided.

(d) *Term of permit.* The term of the permit shall be from January 1 to December 31 of each year. An expired permit is not valid for continued operation under this chapter.

(e) *Vehicle permit required.* Any vehicle used by a hauler for the purpose of removing and transporting recyclable materials must have, prominently displayed, a permit supplied by the city.

(f) *Collection and diversion of recyclable materials*. Haulers shall only divert recyclable materials in accordance with the requirements of this article and state law. Haulers shall submit evidence of such compliance with this article for each month demonstrating, at a minimum:

(1) The amount of recyclable materials collected;

(2) Dates of collection; and

(3) Receipts for disposal.

The city has the right to inspect and audit the records of any hauler in order to ensure compliance with this section. Diversion of construction and demolition debris as recyclable material shall only be accomplished after separation of recyclable material from solid waste at the construction or project site. Commingling construction

and demolition solid waste with construction and demolition recyclable material is prohibited. The failure of a hauler to separate at the source any recyclable material from solid waste, which results in the hauler transporting solid waste as an unauthorized solid waste contractor, may result in the revocation of the hauler's permit.

(g) *Revocation of permit.* The permit of a hauler may be revoked by the City Manager or his/her designee for the following reasons:

(1) Failing to keep a current bond filed in the public works department;

(2) Being observed by the City Manager or his/her designee placing recyclable materials or any other solid waste in any location other than as authorized by state law;

(3) Being observed by the City Manager or his/her designee improperly securing a load while in transit to or from any location that requires transport on city streets;

(4) Failure to display a permit on any truck used for recyclable materials;

(5) Being observed by the City Manager or his/her designee commingling solid waste with recyclable material and thereby transporting solid waste as an unauthorized solid waste contractor; or

If the City Manager or his/her designee revokes the permit of a hauler, the hauler must surrender all permits that have been issued. Operating under a revoked or expired permit is a violation of this section.

(h) *Restoration of revoked permit.* A hauler may appeal the revocation of his permit to the City Manager or his/her designee in writing within five days of the date of revocation; City Manager or his/her designee shall have the authority to reverse or uphold the revocation or establish terms by which the permit may be restored. The decision of the City Manager or his/her designee shall be final. If a permit has been revoked due to illegal dumping by a hauler, the permit may only be restored with the payment of a restoration fee. If a permit revocation is upheld by the City Manager or his/her designee , the private hauler of recyclable materials may only obtain a new permit, as follows:

(1) After the first revocation: the applicant for a permit must make payment of a restoration fee as determined from time-to-time by the city council; and

(2) After the second or subsequent upheld revocation, a hauler may not obtain a new permit under this article for 12 calendar months from the date of revocation.

(i) *Transferability.* The permit is not transferable. A permit shall be required for each hauler desiring to provide service on a case-by-case basis.

(Ord. No. 20-F-26, § 2, 9-1-2020

Sec. 34-54. Offense.

(a) *Unlawful acts*. It shall be unlawful for a person to be in conflict with or in violation of any of the provisions of this chapter.

(b) *Penalties.* Any violation by any person of this chapter is declared to be unlawful and a misdemeanor and any violation thereof shall be punished by a fine not to exceed $2,000.00. Any person in violation of this chapter and having paid a fine assessed for such violation shall not be relieved of the expense incurred by the city in removing or remedying the condition prescribed in this chapter. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Paying the fine for the violation does not relieve the person from remedying the violation

(c) Notwithstanding the foregoing, any violation of any provision of this article which constitutes an immediate danger or threat to the health, safety and welfare of the public may be enjoined in a suit brought by the city for such purpose.

(Ord. No. 20-F-26, § 2, 9-1-2020)

Exhibit “B”

Amendments to Code of Ordinances Chapter 54, Article V
Property Maintenance Requirements

Section 54-22 Exterior property areas; nuisance upon premises
and
Section 54-28 Rubbish and garbage

Exhibit "B"

Sec. 54-22. Exterior property areas; nuisance upon premises.

(a) No person owning, leasing, occupying or having charge of any premises shall maintain or keep any nuisance thereon, nor shall any such person keep or maintain such premises in a manner causing diminution in the value of the other property in the neighborhood in which such premises are located.

(b) It shall be unlawful for any person to permit or allow the keeping or the depositing on, or the scattering over the premises of any of the following:

(1) Lumber, junk, trash, debris, brush, garbage or animal, vegetable or mineral matter and/or any composition of residue thereof with the exception of composting done in accordance with this chapter;

(2) Abandoned, discarded or unused objects or equipment such as furniture, stoves, refrigerators, freezers or other appliances and including empty and discarded cans or containers, inoperable motor vehicles, car parts, tires and structurally unsound fences.

(3) Any sign, notice, pole, post, and any other obstruction placed or painted upon any sidewalk, street or in any public right-of-way within the corporate limits of the city.

(4) Excessive growth of weeds or other vegetation that exceeds eight inches in height or is allowed to remain upon premises so as to become a breeding place for flies, or insects or become offensive so as to emit foul or noxious odors; excluding trees, fruits, vegetables, farm crops, bushes, garden beds, flowers or other ornamental plants and composting done in accordance with this chapter.

(5) The accumulation of stagnant water permitted to remain thereon. Watering beyond an individual's property, or in a manner or amount which encroaches on a neighbor's property resulting in standing or stagnant water is prohibited.

(6) Inadequate or unsanitary sewage or plumbing facilities, contrary to public health, safety or welfare.

(7) It shall be unlawful and declared a nuisance for any person to dump, or permit to be dumped, upon or along any drain, gutter, alley, easement, sidewalk, street, right-of-way or vacant lot into or adjacent to water or any other public or private property within the corporate limits of the city, any unwholesome water, refuse, rubbish, trash, debris, weeds, brush, tree cuttings, junk, garbage, impure or unwholesome matter of any kind or other objectionable or unsightly matter of whatever kind.

(c) In other areas of the city, that portion of any lot or parcel of land within 50 feet of any open street or road or which is within 75 feet of any building shall be kept completely free and clear of excessive growth of weeds and vegetation that exceed eight inches in height. Abandoned and discarded equipment and rubbish and stagnant water are also prohibited.

(d) It shall be unlawful for any person owning, leasing, occupying or having charge of any premises to permit the overhanging or protrusions of trees, brush and shrubs over streets, sidewalk, alleys and easements.

(1) Minimum clearance from street surface shall be 15 feet.

(2) Minimum clearance in easements and alleys shall be 15 feet in height from entire width of easement.

(3) Minimum clearance over sidewalks shall be eight feet.

(e) All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

(f) All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes, which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

(g) All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

(h) No person shall willingly or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

(i) No trash or garbage containers will be placed on the curb line earlier than 24 hours prior to the time of the collection or left no later than 24 hours after the time of collection.

(j) *Composting*. Nothing in this chapter shall prohibit the composting of organic waste or land application of composted organic waste. All compost piles shall be maintained using the following approved composting standards:

(1) All compost piles shall be maintained so as to prevent the harborage of rodents and pests. The presence of rodents in or near a compost pile shall cause the city to issue a complaint.

(2) All compost piles shall be maintained so as to prevent unpleasant, rotten egg-like, putrefactive, sweet, sour or pungent odors.

(3) No compost pile shall be located less than three feet from the rear or side property line or within 20 feet of any home, patio, pool or similar structure on the adjacent property.

(4) Compost piles shall not be located in the front or side yard; alleyways or easements.

(5) Compost piles shall contain no more than a total of five cubic yards of end product on-site at any one time. Anyone requesting an increase in size limitations must submit a request (in writing) to the code official and demonstrate that the acreage is sufficiently sized and properly situated to handle the increase.

(6) No compost pile shall be located where it will impede the natural free flow of storm water drainage.

(7) Any vegetables, fruits, egg shells, fruit peels, rinds and hair must be composted in such a way that these materials are buried in the center of the pile at all times and so that none of these materials are exposed or visible.

(8) Compost piles established in accordance with this chapter shall be for private use only. There shall not be commercial provision of material to be composted or commercial use of the product of such composting.

(9) Every owner or operator shall be responsible for maintaining all property under his/her control in accordance with these requirements.

(10) a. Compost piles may contain the following permitted ingredients:

1. Yard waste, including leaves, sod and grass clippings;
2. Untreated wood, wood chips and sawdust;
3. Paper and straw;
4. Empty egg shells;
5. Coffee grounds and tea leaves;
6. Vegetables, fruits and their remains (peels and rinds);
7. Dryer lint and hair;
8. Aquatic weeds;
9. Evergreen needles;

10. Organic garden waste; and
11. Commercial compost additives.

b. No compost pile shall contain any of the following:

1. Animal carcasses, fish, fowl, meat or other animal products;
2. Manure or animal feces of any kind;
3. Used litter box remains;
4. Milk, cheese, sour cream or other dairy products;
5. Lard, oils, or oil-based foods;
6. Mayonnaise or salad dressing;
7. Peanut butter;
8. Whole grains (rice, wheat, barley, etc.);
9. Items not normally composted;
10. Plants that are diseased; and
11. Items not biodegradable.

(Ord. No. 13-H-51, § 1, 1-7-2014)

Exhibit "B"

Sec. 54-28. Reserved.

(Ord. No. 13-H-51, § 1, 1-7-2014)

No other changes proposed.

ARTICLE III. SOLID WASTE[1]

Sec. 34-47. Solid waste program established.

The city's solid waste collection, transportation and disposal program is hereby established for all residents and businesses of the city. The provisions of this article are adopted under Texas Health and Safety Code Ch. 361 and Ch. 363.

The city's Franchise Ordinance 25-F-014 is incorporated herein by reference. A copy shall be maintained in the office of the City Secretary.

(Ord. No. 20-F-26, § 2, 9-1-2020)

Sec. 34-48. Purpose of ~~chapter~~Article~~; duties of property owners and occupants.~~

(a) The purpose of this Article is to provide for the health, safety, and general welfare of the city by establishing a method of collecting and disposing of garbage, recyclable material, rubbish, brush, and other refuse.

(b) The accumulation of garbage, recyclable material, rubbish, brush and other refuse by ~~constitutes a public nuisance, a health hazard, a fire hazard and a safety hazard. Therefore, it shall be required that~~ owners and tenants of private residences, private commercial buildings and businesses, and the occupants of all private noncommercial buildings is prohibited. ~~which accumulate refuse, deposit their garbage, rubbish, brush, and other refuse for removal by the agent designated by the city.~~ All waste materials shall be disposed of in a place and by methods as outlined by city ordinance and the city's franchise agreement.

(c) It shall be unlawful for any person to engage in the business of collecting solid waste within the city except as may be specifically authorized in accordance with this article.

~~Such owners, renters and occupants shall maintain the premises of the buildings and property free of accumulations of all other waste materials and nuisance materials. Such owners, renters and occupants shall not allow materials intended for recycling to create a nuisance on the premises of buildings and properties~~. ~~All waste materials shall be disposed of in a place and by methods deemed appropriate by the city.~~

~~The purpose of this chapter is to provide for a method of collecting and disposing of garbage, recyclable material, rubbish, brush, and other refuse, and to maintain neighborhood quality and aesthetics and maintenance of property values by providing for the general health and welfare.~~

(d) The provisions of this article shall be enforced by the City Manager or his/her designee. Notwithstanding any provisions contained herein to the contrary, the City Manager or his/her designee are hereby granted the authority to issue immediate citations to persons violating any provision of this article.

[1]Editor's note(s)—Ord. No. 20-F-26, §§ 2 and 3, adopted September 1, 2020, repealed art. III, §§ 34-47—34-71, and enacted a new art. III, §§ 34-47—34-71. Former art. III pertained to similar subject matter and derived from Ord. No. 15-F-17, adopted July 28, 2015.

(Ord. No. 20-F-26, § 2, 9-1-2020)

~~Sec. 34-49. Residential and commercial occupants must use services of franchisee.~~

~~It is hereby prohibited for any individual to utilize the services of any individual or corporation for purposes of residential solid waste collection other than the city's designated solid waste franchisee. Every residential occupant shall subscribe to the services of the franchisee having the exclusive franchise for collection and disposal service with the city. It is declared to be unlawful for the occupant of any of the premises described in this section to fail or neglect to provide for the removal of solid waste as required under this article.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

Sec. 34-49~~50~~. Defined terms.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*100-year flood* means a flood that has a one percent or greater chance of recurring in any given year or a flood of a magnitude equaled or exceeded once in 100 years on the average over a significantly long period.~~

~~*Bags* means plastic sacks designed to store garbage, recyclable material, rubbish, brush, or other refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The total weight of a bag and its contents shall not exceed 35 pounds.~~

Brush ~~means plants or grass clippings, leaves or tree trimmings, including bags and/or bundles of landscape waste. "~~ means any cuttings or trimmings from trees, shrubs, or lawns, including Green Waste.

Collection means the act of removing from a Customer's property (i) Waste in any form for transport to a Disposal Facility, (ii) Recyclables for transport to a Recycling Facility.

Construction and Demolition Debris means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Residential Unit, Municipal Facility, or large commercial and industrial unit, including but not limited to carpet, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.

Container means a receptacle constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

Customer -means the owner or tenant of a Residential Unit, Commercial Unit, and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

~~*Bulky waste* means stoves, refrigerators with a freon evacuation certificate, water tanks, washing machines, furniture, carpet, fencing materials, more than ten bags of landscape waste or bundles of brush and other items of a similar nature that can be loaded by two employees in five minutes or less, except construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for trash collection containers.~~

~~*Bundle* means tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 50 pounds in weight.~~

~~*Commercial* means any structure other than single-family and duplex residential development including hotels, motels, residential structures containing three or more dwellings, and residential care facilities.~~

~~*Commercial garbage* means all normal establishment waste products of commercial buildings or establishments, including multifamily dwellings, other than single-family and duplex residential development, other than sewage and body waste, manure, dead animals over ten pounds in weight, special and hazardous waste, large tree trimmings, demolition or remodeling debris, or any other waste material that cannot be broken down to fit into commercial garbage containers herein specified.~~

~~*Commercial garbage compactor* means all steel or metallic containers provided by the city or its contractor. Designed to hold compacted commercial garbage shall specifically include 20, 30 and 40 yard compactors.~~

~~*Commercial garbage container* means all steel or metallic containers, provided by the city or its contractor, designed to hold commercial garbage, and shall specifically include all roll-off containers, roll-off compaction containers, and all such containers with a volume of between three cubic yards and ten cubic yards.~~

~~*Commercial recycle material compactors* means a roll off with or without a compactor designed to hold loose or compacted recycle material constructed of steel or metallic material provided by the city or the contractor.~~

~~*Commercial recycling container* means all steel or metallic containers, provided by the city or its contractor, designed to hold recyclable material, and shall specifically include such containers with a volume of between six cubic yards and eight cubic yards.~~

~~*Container lease charge* means a monthly charge that shall be assessed for the use of trash collection containers that are provided by the sanitation contractor. Said charge shall apply to 20-cubic-yard, 30-cubic-yard, and 40-cubic-yard open-top containers.~~

Dead animals means animals or portions thereof ~~equal to or greater than ten pounds in weight~~ that have expired from any cause, ~~except those slaughtered or killed for human use~~ except those slaughtered for human consumption.

Disposal means the deposition, injection, dumping, spilling, leaking, or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.

~~*Designated contractor* means such private firm designated by the city for the collection, transportation, and/or disposal of solid waste, and the collection, transportation and/or processing of recyclable materials.~~

~~*Extra accumulations* means quantities of waste that are containerized or bundled that cannot be fitted into the 95-gallon residential garbage receptacle, not exceeding ten bundles of brush or normal bags of waste (for amounts in excess described herein refer to unusual accumulations).~~

Garbage~~. See *commercial garbage* or *residential garbage*.~~ means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

Generator ~~means any person whose acts or processes produces or causes solid waste and/or recyclable materials.~~ means a person or municipality that produces or creates Municipal Solid Waste

Hauler means a person, other than the designated contractor, who has obtained and maintains a valid permit to collect and divert recyclable materials.

Hazardous waste means any solid waste identified or listed as a hazardous waste by the administrator of the U.S. Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended.

~~*Landfill* means facility operated by and approved by TCQ.~~

~~*Municipal solid waste* or *MSW* means garbage, trash, refuse, brush, yard waste, and other waste generated in residences and commercial establishments as well as debris resulting from traffic accidents in the city (excluding wrecked or disabled vehicles which are removable by a wrecker service).~~

~~*Nonresident* means persons residing other than within the corporate city limits.~~

~~*Nuisance* means solid waste that is stored, processed or disposed of in an unsightly manner that causes the pollution of surrounding land, the contamination of groundwater or surface water, the breeding of insects or rodents, or the creation of odors adverse to human health, safety or welfare.~~

~~*Permitted recycle contractor* means a company or corporation to transport loose or compacted recycle material for a manufacture or holding company for recyclable material and shall be in compliance with section 34-61 of this Code.~~

~~*Person* means any person, firm, corporation, business trust, partnership, association, organization or municipal entity, incorporated or unincorporated, other than the city.~~

Premises means all public and private establishments, including individual residences, all multifamily dwellings, residential care facilities, hospitals, schools, businesses, other buildings and all vacant lots.

~~*Provider* means entity providing solid waste collection and disposal services.~~

Recyclable material or *Recyclables* ~~means any material, substance or byproduct that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling or reclamation, and is any material or product designated in writing by the city's director of public works or his or her designee as being suitable for reuse, recycling or reclamation.~~ means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the party abandoning or disposing of such material.

Recycle or *Recycling* ~~means to collect, buy, sell, and store and/or produce any material, substance or product from waste material or byproducts and to keep such from being included in the waste stream intended for disposal.~~ means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, or, plastics, and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

Refuse means all solid waste except hazardous wastes.

Residence or *Residential Unit* means a residential dwelling within the service area of the City occupied by a person or group of persons. Dwellings comprising of ~~not~~ more than four families shall be considered commercial/multifamily for the purposes of this Article.. ~~A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.~~

~~*Residential garbage* means all normal waste products of single-family and duplex residential development, other than sewage and body waste, manure, dead animals over ten pounds in weight, special and hazardous waste, large tree trimmings, demolition or remodeling debris, or any other waste material that cannot be broken down to fit into residential garbage receptacles herein specified.~~

~~*Residential garbage receptacle* means a plastic or metal receptacle, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing littering and the entrance into the container by small animals. The weight of the receptacle and its contents shall not exceed 75 pounds and shall be designed for ease of movement and use. One receptacle shall be provided in designated areas unless customer wants to pay for each additional container, with ownership of the receptacle retained by the contractor.~~

~~*Residential recycling receptacle* means a plastic receptacle provided by the city or its contractor, designed for automated or semi-automated recyclable material collection systems, and having a tight fitting lid capable of preventing littering and the entrance into the container by small animals. The weight of the receptacle and its contents shall not exceed 75 pounds and shall be designed for ease of movement and use. A receptacle shall be provided in designated areas, with ownership of the receptacle retained by the contractor.~~

Residents means persons residing within the corporate limits of the city.

Rubbish means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, c~~C~~artons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

~~means any non-putrescible solid waste, including aluminum cans, paper, boxes, glass, yard trimmings, leaves, feathers and any other matter commonly understood to be rubbish.~~

Solid waste means garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant or air pollution control facility, and other discarded material, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, municipal, commercial, mining and agricultural operations and from community and institutional activities. The term does not include:

(1) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code ch. 26, as amended;

(2) Soil, dirt, rock, sand or other natural or manmade inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or

(3) Waste materials that result from activities associated with the exploration, development or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Texas Natural Resources Code § 91.101, as amended, unless the waste, substance or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants or re-pressurizing plants and is hazardous waste as defined by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.).

(4) Recyclable material; however, recyclable material may become solid waste at such time, if any, as it is abandoned or disposed of as other solid waste, rather than recycled, whereupon it will be solid waste with respect only to the party actually abandoning or disposing of the material.

~~*Special waste* means solid waste or a combination of wastes that, because of its quantity, concentration, physical or chemical characteristics or biological properties, requires special handling and disposal to protect the human health or the environment. If improperly handled, transported, stored, processed or disposed of or otherwise managed, it may pose a present or potential danger to human health or the environment. Special waste includes, but is not limited to:~~

~~(1) Hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under 30 Texas Admin. Code §§ 335.401—335.419, as amended, relating to household materials which could be classified as hazardous waste;~~

~~(2) Class I industrial nonhazardous waste not routinely collected with municipal solid waste;~~

~~(3) Special waste from health-care-related facilities (refers to certain items of medical waste);~~

~~(4) Municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;~~

~~(5) Septic tank pumpings;~~

~~(6) Grease and grit trap wastes;~~

~~(7) Wastes from commercial or industrial wastewater treatment plants, air pollution control facilities, and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 C.F.R. Ch. 261, Appendix VIII, as amended, but has not been listed as a commercial chemical product in 40 C.F.R. § 261.33(e) or (f), as amended;~~

~~(8) Slaughterhouse wastes;~~

~~(9) Dead animals;~~

~~(10) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;~~

~~(11) Pesticide (insecticide, herbicide, fungicide, or rodenticide) containers;~~

~~(12) Discarded materials containing asbestos;~~

~~(13) Incinerator ash;~~

~~(14) Soil contaminated by petroleum products, crude oils, or chemicals;~~

~~(15) Used oil;~~

~~(16) Light ballasts and/or small capacitors containing polychlorinated biphenyl (PCB) compounds;~~

~~(17) Waste from oil, gas, and geothermal activities subject to regulation by the state railroad commission when those wastes are to be processed, treated, or disposed of at a solid waste management facility permitted under this chapter;~~

~~(18) Waste generated outside the boundaries of the state that contains:~~

~~a. Any industrial waste;~~

~~b. Any waste associated with oil, gas and geothermal exploration, production or development activities; or~~

~~c. Any item listed as a special waste in this definition;~~

~~(19) Any waste stream other than household or commercial garbage, refuse or rubbish;~~

~~(20) Lead acid storage batteries; and~~

~~(21) Used oil filters from internal combustion engines.~~

Unusual accumulations means:

(1) For residences, each regular collection that cannot fit into a residential garbage receptacle;

(2) For commercial establishments, accumulations that would not occur in the ordinary course of business;

(3) Bulky waste;

(4) Materials judged by the City Manager or his/her designee~~director of public works or his duly appointed representative~~ to be hazardous, such as oil, acid or caustic materials; and

(5) Existing conditions favorable to the harboring and/or breeding of any agent, such as an insect, reptile, rodent or other agents capable of transferring a pathogen from one organism to another.

Waste or *Waste Material* " means all materials to be collected and disposed of in accordance with this article.

(Ord. No. 20-F-26, § 2, 9-1-2020)

~~Sec. 34-51. Sanitation service deposits and fees.~~

~~Deposits and fees as specified in the city fee schedule which may be amended from time to time shall be required of all customers requesting the collection and disposal of refuse by the city's designated contractor as specified in section 34-58. All utility customers shall receive solid waste and recyclable material collection service. The charges for collection service shall be included on the monthly utility bill of the customer. For partial months, such charges shall be prorated for each and every day of the month during which such service is available and provided to the residential customers. An increase in monthly fees may be made upon approval of the city council. A penalty for overdue payment of the monthly utility bill may be charged.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

~~Sec. 34-52. Garbage, recyclable material, rubbish, brush and refuse nuisances.~~

~~The storing or keeping of garbage, rubbish, brush, refuse and/or recyclable material that is unsightly or a health, fire or safety hazard or a harbor for reptiles, rodents, insects, or other animals is prohibited and shall constitute a public nuisance. Removal of all such materials is the owner's responsibility and shall be done at the owner's expense.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

Sec. 34-50~~53~~. Dumping.

(a) Dumping of any garbage, solid waste, recyclable material, rubbish, brush and/or other refuse in any place and in any manner other than that designated in this chapter is prohibited.

(b) Dumpsters. It shall be unlawful to dispose of garbage, junk, rubbish, refuse or other trash in any dumpster for which the person disposing of such items does not have the lawful right or permission to use.

(c) It shall be unlawful to store or place in a screening enclosure that is provided for garbage and/or recycling containers and/or receptacles any debris, solid waste or any other item for storage that is not a solid waste and/or a recycling container and/or receptacle.

(Ord. No. 20-F-26, § 2, 9-1-2020)

~~Sec. 34-54. Collection containers and receptacles for garbage, trash, brush and recyclable material~~.

~~(a) Every owner, tenant, occupant or lessee using or occupying any building, house, or structure within the corporate city limits for residential, church, school, commercial, business or other purpose shall use a collection container that is only in designated areas or receptacle authorized by this article provided by the city, its designated contractor as specified in section 86-32, or a hauler. All garbage and trash mixed with water or other liquids shall be drained before being placed in the collection container or receptacle.~~

~~(b) Every owner, tenant, occupant or lessee using or occupying any building, house or structure within the corporate city limits for residential, church, school, commercial, business or other purpose shall notify the~~

~~city of any loss, theft or damage to the collection container or receptacle and shall be responsible for replacement costs unless the damage is a result of collection by contractor.~~

~~(c) It shall be the duty of every residential customer to keep the residential garbage and recycling receptacle in a clean and sanitary condition.~~

~~(d) Except when placed for collection, residential garbage and recycling receptacles shall be stored behind the front building line if collection occurs from a public street, or stored adjacent to the main structure if collection occurs from an alley. Commercial collection containers or receptacles shall be kept in a screened area, unless such requirement is waived by the director of public works or his duly appointed representative.~~

~~(e) Brush that cannot fit into the residential garbage receptacle shall be tied in bundles not to exceed four feet in length with no limbs exceeding six inches in diameter. Bundles of brush shall be comparable in size and weight with bags of garbage, not to exceed 50 pounds each.~~

~~(f) The city manager or his designated representative shall cause regular inspections to be made to ensure compliance with the terms of this section, and if any unsanitary collection container or receptacle is found, a notice shall be placed upon such collection container or receptacle informing the owner to clean the same within five days. Failure to comply with such notice shall constitute a violation of this section.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

Sec. 34-51~~55~~. Residential collection regulations.

(a) It is hereby prohibited for any individual to utilize the services of any individual or corporation for purposes of residential solid waste collection other than the city's designated solid waste franchisee, except as provided by state law and/or annexation agreements. Every residential occupant shall subscribe to the services of the franchisee having the exclusive franchise for collection and disposal service with the city. It is declared to be unlawful for the occupant of any of the premises described in this section to fail or neglect to provide for the removal of solid waste as required under this article.

(b) Individual residents may remove garbage, recyclable material, refuse, rubbish, brush or unusual accumulations from their own residences, provided that the garbage, recyclable material, rubbish, brush or unusual accumulations are secured.

(c) It shall be unlawful for any person to deposit any materials not included in the definitions of garbage, recyclable material, refuse, rubbish and brush in any collection container or receptacle used for the disposal of garbage, recyclable material, rubbish or brush.

(d) It shall be unlawful to bring in waste for disposal from outside of city limits.

~~(a) There shall be collection twice weekly and once in designated areas for regular garbage, recyclable material, rubbish, and brush and landscape waste other than bulky waste.~~

~~(b) It shall be the duty of the owner, occupant, tenant or lessee of a residence, commercial establishment or other building to place the garbage or recyclable material in proper receptacles at the curb line or at the alley most accessible to the collection crew vehicle as determined by the contractor and the director of public works or his duly appointed representative.~~

~~(c) Garbage and recyclable material shall not be placed at the point of collection before 6:00 p.m. prior to the designated day of collection and any garbage receptacles or recycling receptacles shall be removed within 24 hours from the point of collection and stored in accordance with section 86-26, subsection (e).~~

~~(d) Unusual accumulations, brush or bulky wastes shall not be placed for regular garbage pickup. Removal of unusual accumulations, brush or bulky wastes may be requested for a special collection, and there shall be an additional fee for such service as determined from time to time by city council per pick-up truckload for~~

~~more than 12 pick-ups per calendar year. The city shall be the authority to determine what constitutes unusual accumulations if there is a difference of opinion between a customer and the contractor.~~

~~(e) Materials intended for recycling shall not be placed for collection with waste materials. Recycling collection activities are to be separate from garbage collection activities.~~

~~(f) It shall be the duty of the owner, occupant, tenant or lessee of any premises to report the failure to collect properly prepared property garbage and recyclable material for a consecutive period of two weeks to the city where the holder of a franchise granted by the city is responsible for such collection; and if the owner, occupant, tenant or lessee elects to regularly remove garbage and recyclable material from his premises, it shall be unlawful for such owner, occupant, tenant or lessee to remove such accumulation less often than required under this section.~~

~~(g) All putrescible waste must be placed in the residential garbage receptacles.~~

~~(h) From the time of placement of solid waste and of recyclable material at the point of collection by the owner, occupant, tenant or lessee of a residence for collection in accordance herewith, such solid waste and recyclable material shall be delivered by the designated contractor, as specified in section 34-60, to the appropriate facility for disposition designated by the city pursuant to contract with the city.~~

(Ord. No. 20-F-26, § 2, 9-1-2020)

~~Sec. 34-56. Residential collection fees.~~

~~(a) For the collection and removal of solid waste and brush in a residential garbage receptacle and collection of recyclables in a residential recycling receptacle once a week or twice in designated areas, a monthly charge shall be as determined from time to time by the city council.~~

~~(b) For each additional residential garbage receptacle, or residential recycling receptacle, the monthly charge shall be as determined from time to time by the city council.~~

~~(c) For the collection of unusual accumulations, there shall be a fee as determined from time to time by the city council.~~

~~(d) For other solid waste collection or disposal services not listed, the city and contractor shall work together to determine a reasonable fee, pending council approval of the fee within 60 days.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

Sec. 34-52~~7~~. Commercial collection regulations.

(a) Collection containers commonly used by commercial garbage and recycling collectors, including residential garbage and recycling receptacles (for commercial use), shall be placed at a location on the premises mutually agreeable to the customer, the city, its designated contractor ~~as specified in section 34-60~~, and hauler, as applicable.

(b) The City Manager or his/her designee ~~director of public works or his duly appointed representative~~ may authorize the use by a commercial customer of residential garbage or recycling receptacles on a case by case basis after the commercial customer makes request for use of such residential receptacles.

(c) The collection and removal of garbage, recyclable material, refuse, rubbish and brush from buildings and premises used for commercial and institutional purposes shall not be made less than one time per week and as often as necessary in order to maintain such premises free of accumulations of garbage, trash and brush. ~~Materials for recycling shall not be placed for collection with waste materials~~.

(d) ~~Recycling collection activities shall be separate from garbage collection activities.~~ A commercial business shall be responsible for the collection and lawful disposal of hazardous waste generated by that commercial business.

(e) A commercial business may use the city's franchisee for recycling or may use a separate private hauler for recyclable materials provided the hauler is permitted as specified in Section 34-53.

(f) It shall be unlawful for any person to deposit any materials not included in the definitions of garbage, recyclable material, refuse, rubbish and brush in any collection container or receptacle used for the disposal of garbage, recyclable material, rubbish or brush.

(g) It shall be unlawful to bring in waste for disposal from outside of city limits.

~~(b) From the time of placement of solid waste and of recyclable material at the point of collection by the commercial business for collection in accordance herewith, such solid waste and recyclable material shall be delivered by the designated contractor, as specified in section 86-32, to the appropriate facility for disposition designated by the city pursuant to contract with the city.~~

(Ord. No. 20-F-26, § 2, 9-1-2020)

~~Sec. 34-58. Commercial collection fees.~~

~~The service charge for commercial collections shall be based on the frequency of collection necessary and the amount regularly collected.~~

~~(1) *Minimum service level.* The minimum service level is one 96-gallon garbage collection container and one recyclable material collection container picked up one time a week for a fee as determined from time to time by the city council unless area has been grandfathered for twice a week pickup. Additional collection containers can be requested for an additional fee as determined from time to time by the city council. The property owner is responsible for replacement of the collection containers in the case of theft, loss, or damage. There shall be a fee as determined from time to time by the city council charged for collections of unusual accumulations.~~

~~(2) *Other solid waste collection and disposal services.* For other solid waste collection or disposal services not listed, the city and contractor shall work together to determine a reasonable fee, pending city council approval of the fee within 60 days.~~

~~(3) Service charges for private haulers of recyclable materials shall be by customer agreement.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

~~Sec. 34-59. Collection and disposal of commercial garbage and recyclable material in central business district.~~

~~(a) The disposal of commercial garbage, recyclable material, rubbish and brush by placing the same in public trash receptacles located on public streets in the city is prohibited. The collection and removal of garbage, recyclable material, rubbish, and brush from buildings and premises used for commercial or institutional purposes shall be made not less than one time per week and as often as necessary in order to maintain such premises free of accumulations of garbage, trash and brush.~~

~~(b) Fee charges for private haulers of recyclable materials shall be by customer agreement.~~

~~(c) No annual private haul vehicle will apply using the authorized solid waste and recycle franchise hauler.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

~~Sec. 34-60. Collection contractor.~~

~~(a) The city shall designate a contractor to regularly collect and remove all garbage, recyclable material, rubbish, brush and solid waste, excluding hazardous waste, from all premises within the corporate city limits. This agent shall operate by contract with the city. The city manager shall take action to see that the terms of the contract are fulfilled. In the event of any conflict between the terms of the contract and the city's ordinances on the collection of solid waste, the ordinances shall control. The designated collection contractor shall not be responsible for the collection of hazardous waste except during special events.~~

~~(b) In the event that the designated collection contractor lacks adequate and/or appropriate resources to collect and remove solid waste from public improvement projects, the director of public works may authorize solid waste removal by another contractor.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

~~Sec. 34-61. Disposal of solid waste.~~

~~(a) Individual residents may remove garbage, recyclable material, rubbish, brush or unusual accumulations from their own residences, provided that the garbage, recyclable material, rubbish, brush or unusual accumulations are secured~~.

~~(b) It shall be unlawful for any person to engage in the business of collecting solid waste within the city except as may be specifically authorized by contract with the city and the payment of a license fee to so operate~~.

~~(c) It shall be unlawful for any person to engage in the business of collecting solid waste within the city except as may be specifically authorized in accordance with this article.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

Sec. 34-53~~62~~. Permit for private haulers of recyclable materials.

(a) *Permit required.* It shall be unlawful for any person, company, or corporation to engage in the business of collection of commercial recyclable materials without obtaining a permit from the City Manager or his/her designee.~~director of public works or his duly appointed representative. A separate permit shall be required for each generator from which the hauler intends to collect recyclable materials.~~

~~(b) *Letter of certification.* A hauler shall only receive a permit for recyclable material if the hauler includes a letter of certification with the permit application. The letter of certification shall be from the recyclable material generator and shall certify to the city the name and address of the generator, the name and address of the desired hauler, the constituents to be recycled, a brief contingency plan ensuring that waste materials will be separated from the recyclables prior to hauling, arrangements for solid waste management, and the final destination of the recyclable materials. This information shall be amended as necessary.~~

(b~~c~~) *Application for commercial recycle compactor hauler permit per haul vehicle.* An applicant for a permit as a private hauler of recyclable materials must provide the following:

(1) The business name;

(2) The driver's name and driver's license numbers;

(3) Business address;

(4) ~~Home address~~Owner's name;

(5) Business phone number;

~~(6) Home phone number;~~

(6~~7~~) List of vehicles used for waste removal, including:

a. Make;

b. Model; and

c. License number.

(7~~8~~) Proof of current bond of $10,000.00 on a form provided or approved by the city;

(8) The name and address of the entity generating materials to be recycled.

(9) The name of the final destination for recyclable materials and proof that such destination has demonstrated its ability to be an approved processor capable of diverting recyclable materials in accordance with all applicable laws and regulations; and

(10) Proof of liability insurance~~; and~~

~~(11) A permit fee and a fee for each additional permit requested as specified in the city fee schedule, which may be amended from time to time. This fee shall not be prorated for a partial year.~~

All information required in this subsection (b~~c~~) shall be amended and updated, within 30 days of a change or when any of the current information in the possession of the city becomes outdated.

(c~~d~~) *Renewal of permit.* ($2~~,500.00~~ annually) Each permit shall be renewed annually and the information listed in subsection (b~~c~~) of this section shall again be provided.~~, along with a copy of the bond renewal, liability insurance, name of recyclable materials processor and a renewal fee as specified in the city fee schedule, which may be amended from time to time~~.

(d~~e~~) *Term of permit.* The term of the permit shall be from January 1 to December 31 of each year. An expired permit is not valid for continued operation under this chapter.

(e~~f~~) *Vehicle permit required.* Any vehicle used by a hauler for the purpose of removing and transporting recyclable materials must have, prominently displayed, a permit supplied by the city.

(f~~g~~) *Collection and diversion of recyclable materials*. Haulers shall only divert recyclable materials in accordance with the requirements of this article and state law. Haulers shall submit evidence of such compliance with this article for each month demonstrating, at a minimum:

(1) The amount of recyclable materials collected;

(2) Dates of collection; and

(3) Receipts for disposal.

The city has the right to inspect and audit the records of any hauler in order to ensure compliance with this section. Diversion of construction and demolition debris as recyclable material shall only be accomplished after separation of recyclable material from solid waste at the construction or project site. Commingling construction and demolition solid waste with construction and demolition recyclable material is prohibited. The failure of a hauler to separate at the source any recyclable material from solid waste, which results in the hauler transporting solid waste as an unauthorized solid waste contractor, may result in the revocation of the hauler's permit.

(g~~h~~) *Revocation of permit.* The permit of a hauler may be revoked by the City Manager or his/her designee ~~director of public works~~ for the following reasons:

(1) Failing to keep a current bond filed in the public works department;

(2) Being observed by the City Manager or his/her designee ~~director of public works or his duly appointed representative~~ placing recyclable materials or any other solid waste in any location other than as authorized by state law;

(3) Being observed by the City Manager or his/her designee ~~director of public works or his duly appointed representative~~ improperly securing a load while in transit to or from any location that requires transport on city streets;

(4) Failure to display a permit on any truck used for recyclable materials;

(5) Being observed by the City Manager or his/her designee ~~director of public works or his duly appointed representative~~ commingling solid waste with recyclable material and thereby transporting solid waste as an unauthorized solid waste contractor; or

~~(6) When a recyclable material generator terminates the letter of certification referenced in subsection 34-62(b)~~.

If the City Manager or his/her designee ~~director of public works~~ revokes the permit of a hauler, the hauler must surrender all permits that have been issued ~~to him by the public works division~~. Operating under a revoked or expired permit is a violation of this section.

(h~~i~~) *Restoration of revoked permit.* A hauler may appeal the revocation of his permit to the City Manager or his/her designee ~~city manager or his duly appointed representative~~ in writing within five days of the date of revocation; City Manager or his/her designee ~~the city manager or his duly appointed representative~~ shall have the authority to reverse or uphold the revocation or establish terms by which the permit may be restored. The decision of the City Manager or his/her designee ~~city manager or his duly appointed representative~~ shall be final. If a permit has been revoked due to illegal dumping by a hau~~l~~er, the permit may only be restored with the payment of a restoration fee. If a permit revocation is upheld by the City Manager or his/her designee ~~city manager or his duly appointed representative~~, the private hauler of recyclable materials may only obtain a new permit, as follows:

(1) After the first revocation: the applicant for a permit must make payment of a restoration fee as determined from time-to-time by the city council; and

(2) After the second or subsequent upheld revocation, a hauler may not obtain a new permit under this article for 12 calendar months from the date of revocation.

(i~~j~~) *Transferability.* The permit is not transferable. A permit shall be required for each hauler desiring to provide service on a case-by-case basis.

(Ord. No. 20-F-26, § 2, 9-1-2020)

~~Sec. 34-63. Transport of refuse.~~

~~(a) Refuse collected by persons other than the agent designated by the city shall be transported in vehicles which are covered by a metal top, screening or canvas or in such other manner so as to prevent the escape of any particle of refuse. Refuse escaping from such a truck shall be deemed as litter, and the driver shall be responsible for littering.~~

~~(b) Haulers from any locale other than the city using the streets of the city shall be required to use similarly suitable vehicles and to be responsible for the containment of the contents, as provided in subsection (a), above.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

~~Sec. 34-64. Prohibited acts.~~

~~(a) Pilfering, scattering contents or meddling with garbage, recyclables, rubbish, brush or collection containers or receptacles by any person other than the owner, occupant or authorized agent is prohibited.~~

~~(b) It shall be unlawful for any person to deposit any burning match, charcoal, ember or other burning material in any collection container or receptacle used for the disposal of garbage, recyclable material, rubbish, or brush~~.

~~(c) It shall be unlawful for any person to deposit any materials not included in the definitions of garbage, recyclable material, rubbish and brush in any collection container or receptacle used for the disposal of garbage, recyclable material, rubbish or brush.~~

~~(d) It shall be unlawful for any unauthorized person, other than the commercial customer or its employees or agents, to deposit any materials in a commercial collection container or receptacle.~~

~~(e) It shall be unlawful to deposit solid waste generated from within the corporate city limits in any place other than a landfill designated in this chapter unless authorized by the executive director of public works or his duly appointed representative.~~

~~(f) It shall be unlawful to store or place in a screening enclosure that is provided for garbage and/or recycling containers and/or receptacles any debris, solid waste or any other item for storage that is not a solid waste and/or a recycling container and/or receptacle.~~

~~(g)It shall be unlawful to bring in waste for disposal from outside of city limits.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

~~Sec. 34-65. Diversion of recyclable materials.~~

~~(a) Individual residents may remove recyclable material from their own residences; provided that the recyclable materials are secured as provided in subsection 34-63(a).~~

~~(b) It shall be unlawful for any person, including, without limitation, a resident or commercial business customer, to cause a diversion of recyclable materials at any location in violation of state law.~~

~~(c) No person, including, without limitation, a resident or commercial business customer, may contract for the diversion of recyclable materials with a person who is not a permitted hauler in compliance with section 34-60.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

~~Sec. 34-66. Wastes from tree-trimming operations.~~

~~It shall be the duty of any person employing a contractor, tree-trimmer, or other person to trim or prune trees or shrubs to have said trimmings removed from the premises at his own expense.~~

(Ord. No. 20-F-26, § 2, 9-1-2020)

~~Sec. 34-67. Applicability of state law.~~

~~The provisions of this article are adopted under Texas Health and Safety Code ch. 361.~~

~~(1) The regulations promulgated in this article cover all aspects of municipal solid waste management under the authority of the state and are based primarily on the stated purpose of Texas Health and Safety Code ch. 361, as amended, hereafter referred to as the Texas Solid Waste Disposal Act. The owner or operator of a municipal solid waste landfill (MSWLF) facility shall comply with any other applicable federal rules, laws, regulations or other requirements.~~

~~(2) All permits, including any special provisions therein, issued by the applicable state department shall remain in force after the effective date of the ordinance from which this article is derived. To the extent that a standard has been changed by this article, the permittee may continue to operate under standards contained in previously issued permits, except for those requirements mandated by EPA 40 C.F.R. §§ 257 and 258, as amended, which implement certain requirements of subtitle D of the Resource Conservation and Recovery Act (RCRA). For those federally mandated requirements, the permittee is under an obligation to apply for a change to his permit in accordance with federal and state law, as applicable, to incorporate the required standard. Timely submission of a request for a permit change qualifies the owners or operators of existing MSWLF units for interim status. MSWLF facility owners or operators with interim status are treated as having been issued a permit modification or amendment until the executive director makes a final determination on the permit modification request or the commission makes a final determination on the permit amendment request. Facility owners or operators with interim status must comply with the requirements of this article upon the effective date of this article.~~

~~(3) A permit or license shall be required for each municipal solid waste (MSW) unit, as required by applicable law, and the city manager, at his discretion, may include one or more different types of units in a single permit if the units are located at the same facility.~~

~~(4) The following are some of the rules with which the city's public works director should have a working knowledge:~~

~~a. *30 Tex. Admin. Code ch. 281.* This chapter describes how a permit application, amendment or modification is processed and approved;~~

~~b. *30 Tex. Admin. Code ch. 305.* The chapter details the preparation and form of permits, applications, amendments and modifications;~~

~~c. *30 Tex. Admin. Code ch. 330.* This chapter outlines municipal solid waste management rules. This is the principle rule municipal solid waste managers utilize; and~~

~~d. *30 Tex. Admin. Code ch. 335.* This chapter outlines rules covering management of hazardous waste, both industrial and municipal. It also outlines how industrial solid waste is handled and when it can be deposited in municipal solid waste landfills.~~

~~(5) *Regional and local plans.* Every region in the state is completing a regional plan. The regions are defined by the existing regional councils of government established by the state legislature. These regional plans outline important data in analyzing the solid waste needs or to help with problem solving. The regional or local plan should be consulted for guidance or consistency in solving a problem or deciding on a course of action. In either case, the solid waste manager should be consistent with the plan, or seek amendment to the plan, before proceeding to implement a solution.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

~~Sec. 34-68. Enforcement.~~

~~The provisions of this article shall be enforced by the director of public works or his duly appointed representative, and it shall be unlawful for any person to interfere with or hinder the director of public works or~~

~~his duly appointed representative in the exercise of his duties under this article. Notwithstanding any provisions contained herein to the contrary, the director of public works or his duly appointed representative are hereby granted the authority to issue immediate citations to persons violating any provision of this article.~~

~~(Ord. No. 20-F-26, § 2, 9-1-2020)~~

Sec. 34-5469. Offense.

(a) *Unlawful acts*. It shall be unlawful for a person to be in conflict with or in violation of any of the provisions of this chapter.

(b) *Penalties.* Any violation by any person of this chapter is declared to be unlawful and a misdemeanor and any violation thereof shall be punished by a fine not to exceed $2,000.00. Any person in violation of this chapter and having paid a fine assessed for such violation shall not be relieved of the expense incurred by the city in removing or remedying the condition prescribed in this chapter. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Paying the fine for the violation does not relieve the person from remedying the violation

~~Any person violating or failing to comply with any provision or requirement of this article, who continues to violate or fails to comply with same, shall also be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed $2,000.00, such offenses listed herein being violations of the health and safety ordinance of the city. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur. This section shall be in addition to and cumulative of the provisions for abatement by the city of any nuisance created by the violation of this article and the charging of the cost of abatement of said nuisance against the owner of the property.~~

(c~~b~~) Notwithstanding the foregoing, any violation of any provision of this article which constitutes an immediate danger or threat to the health, safety and welfare of the public may be enjoined in a suit brought by the city for such purpose.

~~(c) In addition to any other remedies or penalties contained herein, the city may enforce the provisions of this article pursuant to the applicable provisions of Texas Local Government Code ch. 54, which chapter provides for the enforcement of municipal ordinances.~~

~~(d) Allegation and evidence of a culpable mental state is not required for the proof of an offense defined by this article.~~

(Ord. No. 20-F-26, § 2, 9-1-2020)

~~Sec. 34-70. Sanitation service deposits and fees.~~

~~Fee based on type of dwelling, type of container, and number of scheduled pick-ups. Please reference the current city fee schedule.~~

~~(Ord. No. 20-F-26, § 3, 9-1-2020)~~

~~Sec. 34-71. Residential collection regulations.~~

~~Fee based on type of dwelling, type of container, and number of scheduled pick-ups. Please reference the current city fee schedule.~~

~~(Ord. No. 20-F-26, § 3, 9-1-2020)~~

~~**Secs. 34-72—34-88. Reserved.**~~

Sec. 54-22. Exterior property areas; nuisance upon premises.

(a) No person owning, leasing, occupying or having charge of any premises shall maintain or keep any nuisance thereon, nor shall any such person keep or maintain such premises in a manner causing diminution in the value of the other property in the neighborhood in which such premises are located.

(b) It shall be unlawful for any person to permit or allow the keeping or the depositing on, or the scattering over the premises of any of the following:

(1) Lumber, junk, trash, debris, brush, garbage or animal, vegetable or mineral matter and/or any composition of residue thereof with the exception of composting done in accordance with this chapter;

(2) Abandoned, discarded or unused objects or equipment such as furniture, stoves, refrigerators, freezers or other appliances and including empty and discarded cans or containers, inoperable motor vehicles, car parts, tires and structurally unsound fences.

(3) Any sign, notice, pole, post, and any other obstruction placed or painted upon any sidewalk, street or in any public right-of-way within the corporate limits of the city.

(4) Excessive growth of weeds or other vegetation that exceeds eight inches in height or is allowed to remain upon premises so as to become a breeding place for flies, or insects or become offensive so as to emit foul or noxious odors; excluding trees, fruits, vegetables, farm crops, bushes, garden beds, flowers or other ornamental plants and composting done in accordance with this chapter.

(5) The accumulation of stagnant water permitted to remain thereon. Watering beyond an individual's property, or in a manner or amount which encroaches on a neighbor's property resulting in standing or stagnant water is prohibited.

(6) Inadequate or unsanitary sewage or plumbing facilities, contrary to public health, safety or welfare.

(7) It shall be unlawful and declared a nuisance for any person to dump, or permit to be dumped, upon or along any drain, gutter, alley, easement, sidewalk, street, right-of-way or vacant lot into or adjacent to water or any other public or private property within the corporate limits of the city, any unwholesome water, refuse, rubbish, trash, debris, weeds, brush, tree cuttings, junk, garbage, impure or unwholesome matter of any kind or other objectionable or unsightly matter of whatever kind.

(c) In other areas of the city, that portion of any lot or parcel of land within 50 feet of any open street or road or which is within 75 feet of any building shall be kept completely free and clear of excessive growth of weeds and vegetation that exceed eight inches in height. Abandoned and discarded equipment and rubbish and stagnant water are also prohibited.

(d) It shall be unlawful for any person owning, leasing, occupying or having charge of any premises to permit the overhanging or protrusions of trees, brush and shrubs over streets, sidewalk, alleys and easements.

(1) Minimum clearance from street surface shall be 15 feet.

(2) Minimum clearance in easements and alleys shall be 15 feet in height from entire width of easement.

(3) Minimum clearance over sidewalks shall be eight feet.

(e) All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

(f) All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes, which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

(g) All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

(h) No person shall willingly or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

(i) No trash or garbage containers will be placed on the curb line earlier than 24 hours prior to the time of the collection or left no later than 24 hours after the time of collection.

(j~~i~~) *Composting*. Nothing in this chapter shall prohibit the composting of organic waste or land application of composted organic waste. All compost piles shall be maintained using the following approved composting standards:

(1) All compost piles shall be maintained so as to prevent the harborage of rodents and pests. The presence of rodents in or near a compost pile shall cause the city to issue a complaint.

(2) All compost piles shall be maintained so as to prevent unpleasant, rotten egg-like, putrefactive, sweet, sour or pungent odors.

(3) No compost pile shall be located less than three feet from the rear or side property line or within 20 feet of any home, patio, pool or similar structure on the adjacent property.

(4) Compost piles shall not be located in the front or side yard; alleyways or easements.

(5) Compost piles shall contain no more than a total of five cubic yards of end product on-site at any one time. Anyone requesting an increase in size limitations must submit a request (in writing) to the code official and demonstrate that the acreage is sufficiently sized and properly situated to handle the increase.

(6) No compost pile shall be located where it will impede the natural free flow of storm water drainage.

(7) Any vegetables, fruits, egg shells, fruit peels, rinds and hair must be composted in such a way that these materials are buried in the center of the pile at all times and so that none of these materials are exposed or visible.

(8) Compost piles established in accordance with this chapter shall be for private use only. There shall not be commercial provision of material to be composted or commercial use of the product of such composting.

(9) Every owner or operator shall be responsible for maintaining all property under his/her control in accordance with these requirements.

(10) a. Compost piles may contain the following permitted ingredients:

1. Yard waste, including leaves, sod and grass clippings;
2. Untreated wood, wood chips and sawdust;
3. Paper and straw;
4. Empty egg shells;
5. Coffee grounds and tea leaves;
6. Vegetables, fruits and their remains (peels and rinds);
7. Dryer lint and hair;
8. Aquatic weeds;
9. Evergreen needles;

10. Organic garden waste; and
11. Commercial compost additives.

b. No compost pile shall contain any of the following:

1. Animal carcasses, fish, fowl, meat or other animal products;
2. Manure or animal feces of any kind;
3. Used litter box remains;
4. Milk, cheese, sour cream or other dairy products;
5. Lard, oils, or oil-based foods;
6. Mayonnaise or salad dressing;
7. Peanut butter;
8. Whole grains (rice, wheat, barley, etc.);
9. Items not normally composted;
10. Plants that are diseased; and
11. Items not biodegradable.

(Ord. No. 13-H-51, § 1, 1-7-2014)

Sec. 54-28. Reserved~~Rubbish and garbage~~.

~~(a) *Large appliances*. Storing large appliances (including freezers, refrigerators, stoves, dishwashers, clothes washers, clothes dryers, and other similar appliances) and similar equipment not in operation on the exterior areas of the property is prohibited. The only exceptions shall be if the doors or any self-latching devices are removed and the equipment is going to be discarded during the city fall and spring cleanup or immediately taken to an approved dumpsite.~~

~~(b)*Time of disposal*. No trash or garbage containers will be placed on the curb line earlier than 24 hours prior to the time of the collection or left no later than 24 hours after the time of collection.~~

~~(c)*Dumpsters*. It shall be unlawful to dispose of garbage, junk, rubbish, or other trash in any dumpster for which the person disposing of such items does not have the lawful right or permission to use.~~

(Ord. No. 13-H-51, § 1, 1-7-2014)

Ord. 25-H-015

Amendments to Health Code Chapter 34 Article III – Solid Waste & Nuisance Code

Chapter 54 Article V – Property Maintenance Requirements

Samuel Haas| Senior Planner

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Background

- The City is in process to establish a new franchise contract for solid waste/recycling disposal.
- Staff is using the timing to propose amendments to the Solid Waste Ordinance.
  - Chapter 34, Article III of the Schertz Code of Ordinances.
  - Requires amendments in the Nuisance Ordinance Chapter 54 Article V.

Approach

- Staff's main goal with proposed amendments was to streamline the Solid Waste Ordinance.
  - Three strategies
    1. Revising language to convey information better.
    2. Eliminating details that are covered in the franchise contract
    3. Cross-referencing items with Nuisance Code.

Approach

- Existing Solid Waste Ordinance
  - 26 Sections
- Proposed Solid Waste Ordinance
  - 8 Sections

Strategy #1 Revising Language

- Changed “public works director” to “City Manager or his/her designee”.
- Split regulations into subsections EX: “(a), (b), (c), etc.”
- Moved items or combined items to make more editorial sense.
- Removed redundant or unnecessary language to shorten the Article.

Strategy #1 Revising Language

- Split regulations into subsections EX: “(a), (b), (c), etc.”

Existing

Sec. 34-48. Purpose of chapter; duties of property owners and occupants.

The accumulation of garbage, recyclable material, rubbish, brush and other refuse constitutes a public nuisance, a health hazard, a fire hazard and a safety hazard. Therefore, it shall be required that owners and tenants of private residences, private commercial buildings and businesses, and the occupants of all private noncommercial buildings which accumulate refuse, deposit their garbage, rubbish, brush, and other refuse for removal by the agent designated by the city. Such owners, renters and occupants shall maintain the premises of the buildings and property free of accumulations of all other waste materials and nuisance materials. Such owners, renters and occupants shall not allow materials intended for recycling to create a nuisance on the premises of buildings and properties. All waste materials shall be disposed of in a place and by methods deemed appropriate by the city. The purpose of this chapter is to provide for a method of collecting and disposing of garbage, recyclable material, rubbish, brush, and other refuse, and to maintain neighborhood quality and aesthetics and maintenance of property values by providing for the general health and welfare.

(Ord. No. 20-F-26, § 2, 9-1-2020)

Proposed

Sec. 34-48. Purpose of Article

(a) The purpose of this Article is to provide for the health, safety, and general welfare of the city by establishing a method of collecting and disposing of garbage, recyclable material, rubbish, brush, and other refuse.

(b) The accumulation of garbage, recyclable material, rubbish, brush and other refuse by owners and tenants of private residences, private commercial buildings and businesses, and the occupants of all private noncommercial buildings is prohibited. All waste materials shall be disposed of in a place and by methods as outlined by city ordinance and the city’s franchise agreement.

(c) It shall be unlawful for any person to engage in the business of collecting solid waste within the city except as may be specifically authorized in accordance with this article.

(d) The provisions of this article shall be enforced by the City Manager or his/her designee. Notwithstanding any provisions contained herein to the contrary, the City Manager or his/her designee are hereby granted the authority to issue immediate citations to persons violating any provision of this article.

(Ord. No. 20-F-26, § 2, 9-1-2020)

Strategy #1 Revising Language

- Moved items or combined items to make more editorial sense.

Proposed

Sec. 34-51. Residential collection regulations.

(a) It is hereby prohibited for any individual to utilize the services of any individual or corporation for purposes of residential solid waste collection other than the city's designated solid waste franchisee, except as provided by state law and/or annexation agreements. Every residential occupant shall subscribe to the services of the franchisee having the exclusive franchise for collection and disposal service with the city. It is declared to be unlawful for the occupant of any of the premises described in this section to fail or neglect to provide for the removal of solid waste as required under this article.

(b) Individual residents may remove garbage, recyclable material, refuse, rubbish, brush or unusual accumulations from their own residences, provided that the garbage, recyclable material, rubbish, brush or unusual accumulations are secured.

(c) It shall be unlawful for any person to deposit any materials not included in the definitions of garbage, recyclable material, refuse, rubbish and brush in any collection container or receptacle used for the disposal of garbage, recyclable material, rubbish or brush.

(d) It shall be unlawful to bring in waste for disposal from outside of city limits.

(Ord. No. 20-F-26, § 2, 9-1-2020)

From Sec 34-49

From Sec 34-61

From Sec 34-64

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Strategy #1 Revising Language

- Removed redundant or unnecessary language to streamline the Article.
- Ex: Defined Terms
  - 38 terms existing
  - 20 terms proposed

Sec. 34-4950. Defined terms.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*100-year flood* means a flood that has a one percent or greater chance of recurring in any given year or a flood of a magnitude equaled or exceeded once in 100 years on the average over a significantly long period.~~

~~*Bags* means plastic sacks designed to store garbage, recyclable material, rubbish, brush, or other refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The total weight of a bag and its contents shall not exceed 35 pounds.~~

Brush ~~means plants or grass clippings, leaves or tree trimmings, including bags and/or bundles of landscape waste.~~" means any cuttings or trimmings from trees, shrubs, or lawns, including Green Waste.

Collection means the act of removing from a Customer's property (i) Waste in any form for transport to a Disposal Facility, (ii) Recyclables for transport to a Recycling Facility.

Construction and Demolition Debris means non-compatible waste building materials resulting from construction, remodeling, repair, or demolition operations at a Residential Unit, Municipal Facility, or large commercial and industrial unit, including but not limited to carpet, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber, and wood products. Construction debris does not include Hazardous Waste.

Container means a receptacle constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

Strategy #2 Removing Details Related to Franchise Contract

- Removing language in Article III Solid Waste that is covered in Franchise Contract
- Example Sections:
  - Section 34-51 - Sanitation service deposits and fees.
  - Section 34-54 - Collection containers and receptacles for garbage, trash, brush and recyclable material.
  - Section 34-56 - Residential collection fees.
  - Section 34-58 - Commercial collection fees.
  - Section 34-60 - Collection contractor.
  - Section 34-65 - Diversion of recyclable materials.
  - Section 34-66 - Waste from tree trimming
  - Section 34-70 - Sanitation service deposits and fees
  - Section 34-71 - Residential collection regulations

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Strategy #3 Cross-referencing items with Nuisance Code

- Chapter 54 Article V - Property Maintenance Requirements
  - Section 54-22 Exterior property areas; nuisance upon premises
  - Section 54-28 Rubbish and garbage

Strategy #3 Cross-referencing items with Nuisance Code

- Redundancies in Chapter 34 Article III Solid Waste

Chapter 34 Article III	Chapter 54 Article V
Section 34-48	Section 54-22(b)
Section 34-52	Section 54-22(f)

Sec. 34-48. Purpose of chapter; duties of property owners and occupants.

The accumulation of garbage, recyclable material, rubbish, brush and other refuse constitutes a public nuisance, a health hazard, a fire hazard and a safety hazard. Therefore, it shall be required that owners and tenants of private residences, private commercial buildings and businesses, and the occupants of all private noncommercial buildings which accumulate refuse, deposit their garbage, rubbish, brush, and other refuse for removal by the agent designated by the city. Such owners, renters and occupants shall maintain the premises of the buildings and property free of accumulations of all other waste materials and nuisance materials. Such owners, renters and occupants shall not allow materials intended for recycling to create a nuisance on the premises of buildings and properties. All waste materials shall be disposed of in a place and by methods deemed appropriate by the city. The purpose of this chapter is to provide for a method of collecting and disposing of garbage, recyclable material, rubbish, brush, and other refuse, and to maintain neighborhood quality and aesthetics and maintenance of property values by providing for the general health and welfare.

(b) It shall be unlawful for any person to permit or allow the keeping or the depositing on, or the scattering over the premises of any of the following:

(1) Lumber, junk, trash, debris, brush, garbage or animal, vegetable or mineral matter and/or any composition of residue thereof with the exception of composting done in accordance with this chapter;

(2) Abandoned, discarded or unused objects or equipment such as furniture, stoves, refrigerators, freezers or other appliances and including empty and discarded cans or containers, inoperable motor vehicles, car parts, tires and structurally unsound fences.

(3) Any sign, notice, pole, post, and any other obstruction placed or painted upon any sidewalk, street or in any public right-of-way within the corporate limits of the city.

(4) Excessive growth of weeds or other vegetation that exceeds eight inches in height or is allowed to remain upon premises so as to become a breeding place for flies, or insects or become offensive so as to emit foul or noxious odors; excluding trees, fruits, vegetables, farm crops, bushes, garden beds, flowers or other ornamental plants and composting done in accordance with this chapter.

(5) The accumulation of stagnant water permitted to remain thereon. Watering beyond an individual's property, or in a manner or amount which encroaches on a neighbor's property resulting in standing or stagnant water is prohibited.

(6) Inadequate or unsanitary sewage or plumbing facilities, contrary to public health, safety or welfare.

(7) It shall be unlawful and declared a nuisance for any person to dump, or permit to be dumped, upon or along any drain, gutter, alley, easement, sidewalk, street, right-of-way or vacant lot into or adjacent to water or any other public or private property within the corporate limits of the city, any unwholesome water, refuse, rubbish, trash, debris, weeds, brush, tree cuttings, junk, garbage, impure or unwholesome matter of any kind or other objectionable or unsightly matter of whatever kind.

Strategy #3 Cross-referencing items with Nuisance Code

- Section 54-28 Rubbish and garbage

Existing

Sec. 54-28. Rubbish and garbage.

(a) *Large appliances*. Storing large appliances (including freezers, refrigerators, stoves, dishwashers, clothes washers, clothes dryers, and other similar appliances) and similar equipment not in operation on the exterior areas of the property is prohibited. The only exceptions shall be if the doors or any self-latching devices are removed and the equipment is going to be discarded during the city fall and spring cleanup or immediately taken to an approved dumpsite.

(b) *Time of disposal*. No trash or garbage containers will be placed on the curb line earlier than 24 hours prior to the time of the collection or left no later than 24 hours after the time of collection.

(c) *Dumpsters*. It shall be unlawful to dispose of garbage, junk, rubbish, or other trash in any dumpster for which the person disposing of such items does not have the lawful right or permission to use.

(Ord. No. 13-H-51, § 1, 1-7-2014)

Redundant with Sec 54-22(b)(2)

Moved to Sec 54-22

Moved to proposed Sec 34-50 Dumping

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Strategy #3 Cross-referencing items with Nuisance Code

- Section 54-22 Gained language
- Section 54-28 Rubbish and garbage - Reserved

Sec. 54-28. Reserved.

Proposed

Sec. 54-22. Exterior property areas; nuisance upon premises.

(h) No person shall willingly or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

(i)No trash or garbage containers will be placed on the curb line earlier than 24 hours prior to the time of the collection or left no later than 24 hours after the time of collection.

(j~~i~~) *Composting*. Nothing in this chapter shall prohibit the composting of organic waste or land application of composted organic waste. All compost piles shall be maintained using the following approved composting standards:

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Additional items

- Clarified language pertaining to State Law – Private Haulers of Recyclable Materials
  - Policy shift - updated language relating to permitting private recyclers.

Existing

- Need a “letter of credit” from each business served.
- Requires separate permit for each business served.
- Each permit cost $2500 annually

Proposed

- List businesses served on permit application.
- 1 permit total.
- Each permit cost $25 annually

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Additional items

- Removed language that does not apply
  - Ex: Section 34-59 specified collection in the “Central Business District” which Schertz does not have.
- Updated the “Offense” section to match language in “Violations” under the Nuisance Code

Recommendation

Staff Recommendation

- The proposed amendments help promote the health, safety, and general welfare by updating the Code of Ordinances.
- Updates to Solid Waste and Nuisance help "improving property conditions and overall appearance of the city" and "promote environmental stewardship and health“, explicit goals in the Schertz Strategic Plan.
- Therefore, Staff recommends approval of Ord. 25-H-015

Agenda No. 14.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Engineering**
Subject:	**Ordinance 25-F-017 - Conduct a Public Hearing to Adopt Updated Land Use Assumptions, Water and Wastewater Capital Improvement Plans, and Impact Fees and Amending Schertz Code of Ordinances, Chapter 90 Utilities Article V Water and Wastewater Capital Recovery Fees, and the City Fee Schedule related to the City's Capital Recovery Impact Fees (B.James/K.Woodlee)**

BACKGROUND

The City desires to update its capital recovery fees, or impact fees, in order to appropriately fund construction of new facilities and expand existing facilities to serve future development. The impact fee program facilitates the funding participation of new development at a fair rate based on the demand placed on the City's water transmission and distribution and wastewater collection and conveyance systems by the development. The fees consider and apply to water and wastewater projects identified on the City's Water and Wastewater Impact Fee CIP necessary to support growth and development. The process for amending the City's Land Use Assumptions, Capital Improvement Plans, and Impact Fees is established by Texas Local Government Code Chapter 395. To formulate the fees to be assessed, land use assumptions that project growth over a planning period must be established. Additionally, Capital Improvement Plans that address the needs of that growth must be prepared and approved. The purpose of the impact fee is to provide a funding mechanism for the implementation of the water and wastewater capital improvements over a planning period.

An initial step in the update of the impact fee is the establishment of land use assumptions, including population and employment projections over the 30-year planning period (2020-2050). The assumptions include the type, location, quantity, and timing of land uses. The Land Use Assumptions (LUAs) in Section 2 of the Impact Fee Update Report includes a description of the methodology used in preparation, explanation of the data considered, and presentation of historical and projected growth trends.

The other major step in the update of the impact fee is the preparation of Water and Wastewater Capital Improvement Plans (CIPs). The proposed CIP for water was developed based on a hydraulic model of the existing water system, application of growth projections to that model, and identification of improvement projects needed to meet TCEQ minimum requirements for water service. The proposed CIP for wastewater was developed based on a hydraulic model of the existing collection and conveyance system, application of growth projections to that model, and identification of improvement projects needed to provide required capacity within the sewer system. Individual projects are identified and are spread as appropriate over the planning period into the categories of near term, 2030, and 2050 projects for planning purposes. Projects may shift in time based on actual patterns of development and the plan should be reviewed and updated as needed in five years. (The projects that make up the Capital Improvement Plans have also been configured in such a way to serve as updated Water and Wastewater Master Plans for development which were adopted by Council on March 4, 2025.)

After the summation of CIP costs, the totals are reduced by the amount of utility service revenues expected to be generated by development over the program period and used to pay for improvement costs. Once growth rates have been established and CIP costs minus the calculated revenue credit determined, those values are used in the calculation of a cost per service unit (land use equivalent or LUE) for both water and wastewater. Those resultant amounts are the updated maximum assessable water and wastewater impact fees. Those updated maximum assessable fees are $8,814 per LUE for water and $5,556 per LUE for wastewater.

A few things to note about the applicability of impact fees. Impact fees are generally assessed at time

of platting, but are not collected until issuance of a building permit or application for a meter. That means the new maximum asssessable impact fee would only apply to properties platted after the effective date of the new ordinance (typically the date of council approval - anticipated to be April 1) or a later date if so desired to allow a grace period for plats about to be filed (June 1 or July 1 for example). Properties platted before the effective date of the new ordinance cannot be charged more than the old maximum assessable impact fee regardless of how far in the future a building permit is issued. Once the new maximum assessable impact fee is established the City has in the past chosen to phase in the actual fee charged/collected based on when the building permit is issued (again this only applies to plats filed after the effective date of the ordinance or phase in).

During its meeting on January 22, 2025, the Capital Improvement Advisory Committee (CIAC) held a workshop that included presentation and discussion of the LUAs, CIPs, and calculated maximum assessable impact fees. The CIAC discussed and developed a recommendation to City Council regarding adopting the amendment to the Water and Wastewater Impact Fees. Written comments on the proposed amendments have been provided to Council in the form of their meeting minutes and are summarized here and the associated letter. The minutes having been approved by the CIAC on March 5 and were filed by posting on the City's website that week. The CIAC recommends the following based on what was proposed by City Staff:

- Adopt the Water and Wastewater Land Use Assumptions and Capital Improvement Plans as presented by Staff.
- Assess impact fees at the new maximum amount on properties platted after a date determined by City Council (staff is suggesting July 1 of this year) (impact fees charged to properties platted prior to that date would be at the current rate, regardless of when a building permit was pulled), but with a phase-in schedule as follows (**Phase-in Option A**):
    - Adoption of the Water Impact Fee rate per living unit equivalent (LUE) for development of $4,407 during the first year of the program (staff suggested July 1, 2015), $6,610 during the second year (staff suggested July 1, 2026), and $8,814 during the third year (staff suggested July 1, 2027). Those rates represent 50%, 75%, and 100% of the calculated maximum assessable rates to be charged in years one, two, and three of implementation, respectively.
    - Adoption of the Wastewater Impact Fee rate per living unit equivalent (LUE) for development of $2,778 during the first year of the program (staff suggested July 1, 2025), $4,167 during the second year (staff suggested July 1, 2026), and $5,556 during the third year (staff suggeted July 1, 2027). Those rates represent 50%, 75%, and 100% of the calculated maximum assessable rates to be charged in years one, two, and three of implementation, respectively.

At the public hearing on March 18, 2025 Council meeting, Council asked about what a faster implementation phase might look like. As discussed, the longer the phase in to get to the point where new development is paying the maximum assessable impact fee, the more of the burden of paying for the cost of the infrastructure necessitated by new development is shifted to existing residents and businesses. This option would maintain a three-month grace period, until July 1 2025 before the new fee schedule and the maximum assessable fee would be applied.

Phase-in Option B:

- Adoption of the Water Impact Fee rate per living unit equivalent (LUE) for development of $5,817 during the first year of the program, $8,814 during the second year. Those rates represent 66% and 100% of the calculated maximum assessable rates to be charged in years one and two of implementation, respectively.
- Adoption of the Wastewater Impact Fee rate per living unit equivalent (LUE) for development of $3,667 during the first year of the program and $5,556 during the second year. Those rates represent 66% and 100% of the calculated maximum assessable rates to be charged in years one and two of implementation, respectively.

Since the last council meeting, staff became aware that Senate Bill 1883 (Bettencourt) was referred to the Local Government Committee and that a public hearing and testimony was held on March 24. Senate Bill 1883, among other things, would create a limitation on impact fee increases by stipulating that "A political subdivision may not increase the amount of an impact fee for three years from the later date of the date the fee was adopted

or most recently increased, if applicable." Staff has concerns that if this bill becomes law it would limit the ability fo the City to provide for a phase in of impact fees. As such staff is now recommending going to the maximum assessable impact fee year one. Additionally, staff is proposing the applicability date of the new maximum assible fee be moved forward to June 1 (to allow two months for plats about to be filed to come in under the old fee schedule) and then moving the implementation of the new fee to July 1, 2025. The concern is that as this bill moves along, changes may be made that further restrict the City's ability to impose the maximum fee.

No Phase-In Option C

- Adoption of the Water Impact Fee rate per living unit equivalent (LUE) for development of $8,814 during the first year of the program which is 100% of the calculated maximum assessable rate.
- Adoption of the Wastewater Impact Fee rate per living unit equivalent (LUE) for development of $5,556 during the first year of the program which is 100% of the calculated maximum assessable rate.

Public notice of the Council hearing on March 18, 2025, was published in the San Antonio Express News on February 12, 2025. At that hearing, Council and the public were given a presentation of the proposed LUAs, CIPs, and impact fees.

SUMMARY OF RECOMMENDATION

Staff recommends Council adoption of Ordinance 25-F-017 adopting the LUAs and CIPs as presented and amending Code of Ordinances Chapter 90 Article V Water and Wastewater Capital Recovery Fees including the schedule of fees to be charged and Option C for the phase in.

RECOMMENDATION

Approve Ordinance 25-F-017.

Attachments

Ordinance 25-F-017 with attachments

Chap 90 Article V redlines

4.1.25 Presentation

3.18.25 Presentation

CIAC Written Comments

ORDINANCE 25-F-017

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, APPROVING UPDATED LAND USE ASSUMPTIONS, WATER AND WASTEWATER CAPITAL IMPROVEMENT PLANS AND IMPACT FEES, AMENDING CHAPTER 90, ARTICLE V WATER AND WASTEWATER CAPITAL RECOVERY FEES, AND AMENDING THE CITY'S FEE SCHEDULE RELATED TO CAPITAL RECOVERY IMPACT FEES AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 395, Texas Local Government Code, provides procedures for preparing and amending land use assumptions, capital improvement plans, and impact fees for water and wastewater utilities; and

WHEREAS, the City of Schertz (the "City") has reviewed current plans and fees and has determined that amendments are in the best interest of the City; and

WHEREAS, the City Council after consideration of the matter and recommendations of the Capital Improvements Advisory Committee find the need to adopt amended land use assumptions, amended water and wastewater capital improvement plans, and establish new maximum assessable impact fees; and

WHEREAS, the City Council of the City has determined that it is in the best interest of the City to amend Chapter 90 Article V Water and Wastewater Capital Recovery Fees.

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

Section 1. The City hereby approves the amended Land Use Assumptions and Water and Wastewater Capital Improvement Plans as presented and attached as Exhibit "A".

Section 2. The Code of Ordinances of the City of Schertz is hereby amended by the amendment of Chapter 90 Article V Water and Wastewater Capital Recovery Fees as set forth in Exhibit "B".

Section 3. The Fee Schedule related to Capital Recovery Impact Fees for Water and Wastewater per living unit equivalent for development of properties with Final Plats recorded after the date of this ordinance is hereby established as set forth on Exhibit "C".

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

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

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

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

Section 8. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 9. This Ordinance shall be effective on June 1, 2025.

PASSED AND APPROVED on the _____day of _____, 2025.

CITY OF SCHERTZ, TEXAS

_____
Ralph Gutierrez, Mayor

ATTEST:

_____
Sheila Edmondson, City Secretary

EXHIBIT “A”

City of Schertz 2024 Water & Wastewater Impact Fee Update Report

ORDINANCE 25-F-017 EXHIBIT "A"

City of Schertz 2024 Water & Wastewater Impact Fee Update

Prepared By: Lockwood, Andrews, and Newnam Inc,
215 Mary Avenue, Suite 309
Waco, Texas 76701
254-753-9585

January 2025

TBPE Firm No. 2614

SCHERTZ
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EXECUTIVE SUMMARY

The City of Schertz (City) contracted Lockwood, Andrews, and Newnam Inc. (LAN) to analyze and update the Water and Wastewater Impact Fees. This report summarizes the process used to calculate the water and wastewater impact fees for the 2020 – 2030 planning period, which was done in accordance with Texas Local Government Code (TLGC) Section 395.

This study included the development of land use assumptions and growth projections, which were used to estimate future water and wastewater demands. Hydraulic models for both the water and wastewater systems were created by LAN based on data obtained from the City and the estimated future demands. The results of these models highlighted areas in both systems with insufficient capacity or would be throughout the planning period. Capital improvement plans for both systems were then developed and broken out into three separate groups: Near Term, 2030, and 2050. Projects included in the 2050 CIP are not eligible to be included in this impact fee update as TLGC Section 395 limits the planning period to 10 years. Estimated costs were developed for each project and can be found in Appendix 29. The 2030 and 2050 costs were multiplied by an average construction inflation factor to ensure estimates accurately captured the project costs in the future. Only the percentage of each project being utilized during the 10-year planning period was included to calculate the total impact fee eligible costs. Additionally, only the projects or portions of projects needed due to growth are included in the total impact fee eligible costs.

The increase in Living Unit Equivalents (LUEs) for the water and wastewater system were determined by comparing the flow results from the two hydraulic models to the existing system flows. The City of Schertz is unique in that the water and wastewater Certificates of Convenience and Necessity (CCN) do not match exactly, so the increase in LUEs for the two systems are slightly different. To obtain the maximum allowable impact fee for both systems, the total impact fee eligible costs were divided by the respective growth in LUEs. The tables below show this process for each system.

Maximum Allowable Water Impact Fee

Water Impact Fee	
Impact Fee Eligible Costs	$65,943,379
Credit (Calculated: 5.1%)	($3,365,530)
Total Impact Fee Eligible Costs	$62,577,849
Growth in LUEs	7,100
Maximum Allowable Water Impact Fee per LUE	**$8,814**

Maximum Allowable Wastewater Impact Fee

Wastewater Impact Fee	
Impact Fee Eligible Costs	$44,707,306
Credit (Calculated: 8.6%)	($4,611,802)
Total Impact Fee Eligible Costs	$40,095,504
Growth in LUEs	7,217
Maximum Allowable Wastewater Impact Fee per LUE	**$5,556**

Part of the update to the impact fees included updating the water meter types and characteristics to correspond with the new meters that the City will now be utilizing. The maximum allowable impact fees by meter type were calculated by multiplying the LUE per meter size by the maximum allowable water and wastewater impact fees shown in the tables above. The table below reflects both the update to the impact fees by meter type and the new meter characteristics.

Maximum Allowable Impact Fee by Meter Size

Meter Size	Meter Type	Maximum Flow Rate for Continuous Duty (gpm)	Proposed LUE	Maximum Allowable Water Impact Fee	Maximum Allowable Wastewater Impact Fee
5/8"	MULTI-JET	15	1.0	$8,814	$5,556
3/4"	MULTI-JET	20	1.3	$11,810	$7,445
1"	MULTI-JET	30	2.0	$17,627	$11,112
2"	ULTRASONIC	250	16.7	$146,924	$92,615
3"	ULTRASONIC	500	33.3	$293,848	$185,231
4"	ULTRASONIC	1,000	66.7	$587,607	$370,406
6"	ULTRASONIC	1,600	106.7	$940,154	$592,639
8"	ULTRASONIC	2,800	186.7	$1,645,248	$1,037,104
10"	ULTRASONIC	5,500	366.7	$3,231,708	$2,037,150
12"	ULTRASONIC	5,500	366.7	$3,231,708	$2,037,150

STATE OF TEXAS
LEE B. HAMM
106029
LICENSED
PROFESSIONAL ENGINEER

01/17/2025

Lockwood, Andrews & Newnam, Inc.
Texas Registered Engineering Firm F-2614

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1. BACKGROUND & REGULATIONS

Texas Local Government Code (TLGC) Section 395 provides provisions to "generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development". Impact fees cannot be applied to existing customers. The City of Schertz (City) contracted Lockwood, Andrews, and Newnam Inc. (LAN) to analyze and update the Water and Wastewater Impact Fees. This report summarizes the process used to calculate water and wastewater impact fees for the 2020 – 2050 planning period, which was done in accordance with TLGC Section 395.

Within Section 395 there are procedures and regulations for adopting and updating water and wastewater impact fees that require an impact fee analysis be performed before the new or updated impact fees can be imposed. In accordance with Section 395, only the following items are payable by the impact fee:

- Construction Contract Price
- Surveying & Engineering Fees
- Land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees.
- Fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.
- Projected interest charges and other financing costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

Additionally, Section 395 lists the items that are not payable by the impact fee:

- Construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan.
- Repair, operation, or maintenance of existing or new capital improvements or facility expansions.
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards.
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development.
- Administrative and operating costs of the political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs.
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section 395.012.

With these regulations in mind, LAN updated the City's land use assumptions, developed hydraulic water and wastewater models, identified capital improvement projects and their usage attributable to new development, and calculated the updated water and wastewater impact fees.

2. LAND USE ASSUMPTIONS

Land use assumptions are required to be periodically updated in accordance with TLGC Section 395.052. These assumptions form the basis for analyzing existing and future water and wastewater needs based on growth projections. This section describes how LAN performed a land use assessment, developed growth projections, and applied this data to the hydraulic water and wastewater models which are discussed later in this report.

2.1 Data Review & Methodology

2.1.1 City Provided Data

Data and resources necessary for LAN to assess current and future land uses, development projections, and Water and Wastewater service networks were provided by the City. Sources available up to December 31, 2021 were incorporated in the land use assumptions for this master plan effort. The plan was modified based on residential subdivision development information received from the City on April 8th, 2022. This includes the following:

- GIS Shapefiles
  - Received by LAN in the December 2019 data package from the City
    - Shapefiles in this data package included:
      - Comprehensive Land Use
      - Zoning Ordinances
      - Water and Wastewater infrastructure
      - CCN Service Areas
      - Municipal Boundaries
      - Customer Meters
      - Subdivision Land Use Statistics
- Residential Land Use Forecasts
  - Microsoft excel spreadsheet received by LAN in April 2020 from the City's Director of Planning and Community Development.
- 2018 City of Schertz Comprehensive Land Use Plan Map
- 2017 Roadway Impact Fee Land Use Assumption Report by Freese and Nichols, Inc.

2.1.2 AAMPO TAZ Data

Alamo Area Metropolitan Planning Organization (AAMPO) Traffic Analysis Zone (TAZ) demographic databases were used to determine the City's growth projections. TAZs are the geographic units used to inventory existing and future demographic data required for modeling purposes. TAZ data included 2020, 2025, 2035, and 2045 population, number of households, average household size, and employment inventories for the study area. Databases were downloaded from the AAMPO website in the form of GIS shapefiles and concentrated to correctly reflect the City's extent.

It should be noted that TAZ demographic data from 2020 was provided to LAN separately from the 2025-2045 projected demographic data. Because the 2020 data package was a direct result from the official 2020 Census and the projected data was calculated by AAMPO before 2020, LAN identified discrepancies in growth rates between the years 2020 and 2030 for population and employment. For the purpose of this Land Use Assessment, population and employment data between the years 2020 and 2030 was interpolated to reflect consistent growth rate throughout the

planning period. LAN has communicated with AAMPO about the data discrepancies and will update all projections accordingly for future system modeling.

At the request of City staff, the projected growth rate for each 5-year period was increased by 0.1% to be conservative. These adjusted population numbers are presented in subsequent sections.

2.1.3 Planning Period

This Comprehensive Land Use Assessment utilizes a 30-year planning period from 2020 to 2050. Because the AAMPO TAZ demographic data is limited to the year 2045, demographics were projected to 2050 by assuming the same compound annual growth rate (CAGR) established in 2045.

2.2 Summary of Comprehensive Land Use and Future Development Assumptions

2.2.1 2017 Roadway Impact Fee Land Use Assumptions by Freese and Nichols, Inc.

The 2017 Roadway Impact Fee Land Use Assumptions Report identified land use assumptions and recommendations for the City over a 10-year planning period ending in 2027. Upon completion of this 2021 Comprehensive Land Use Assessment, LAN has identified that the following assumptions from the 2017 Report will remain true for the 30-year planning period ending in 2050:

- Territories south of Randolph Air Force Base are impacted by restrictions based on Air Impact Compatible Use Zones (shown on the City's Comprehensive Land Use Plan Map as Attachment 1). Restrictions include limits on residential development densities.
- Continued commercial and residential development pressure in the North from New Braunfels will impact growth around the City.

2.2.2 Assumptions Made by LAN

A series of assumptions in relation to the City's land use and future development have been made by LAN after completing this Land Use Assessment. The following assumptions were made to initiate updates to the water master plan and CIP:

- Land uses identified in the 2018 Comprehensive Land Use Plan Map were modified based on updated residential subdivision development information received from the City on April 8th, 2022. It is assumed that these developments will remain in place for the 30-year planning period. The names and location of these updated developments are labeled on Appendix 5 and Appendix 6.
- Land use data available up to April 8th, 2022 were incorporated in the land use assumptions for this master plan effort.
- New growth throughout the 30-year planning period will expand away from the City center, where the highest densities of development currently exist.
- Continued development pressure in the North along the IH-35 corridor and from New Braunfels will result in future residential and commercial development at higher densities throughout the north, than in the south.
- Territories under delayed annexation agreements with the City will be annexed by 2025. The annexation of these territories will expand municipal boundaries.
- Regions within Municipal Boundaries that do not currently lie within City water or wastewater Certificates of Convenience and Necessity (CCN)s identified by the Public Utilities

Commission (PUC) are serviced by other authorities and will remain so throughout the 30-year planning period.

- The existing water and wastewater CCNs will remain in place for the 30-year planning period.

2.3 Land Use and Growth Projections

2.3.1 2018 Comprehensive Land Use Plan

The City's Comprehensive Land Use Plan Map is included in this report as Appendix 1 and serves as a provisional guideline for future development across the City. The land uses identified in the 2018 map provide a framework that will be reflected by the City's future development decisions. The exception is the area south of Schaeffer Rd and east of FM 1518. Recent land use plan amendments in this area include zoning changes based on data available up to October 1st, 2022.

2.3.2 Zoning

The City's existing zoning ordinances are included in this report as Appendix 2. The existing zoning ordinances were published in 2019 and serve as a means for which the 2018 Comprehensive Future Land Use Plan will be implemented. Based on land use data available up to October 1st, 2022 (including residential subdivision development information received from the City), the 2019 zoning designations were updated. It is assumed for the purposes of this study, that the zoning identified in Attachment 2 will remain in place for the 30-year planning period ending in 2050 apart from areas south of Schaeffer Rd and east of FM 1518 and areas just north of Trainer Hale Rd which are already approved for rezoning as of May 26, 2022. All existing and future subdivisions are shown in Appendix 5 & 6.

2.3.3 Delayed Annexation Agreements

Zoning ordinances were used to locate territories around the City under delayed annexation agreements. Territories under delayed annexation agreements currently exist within zones of Extra Territorial Jurisdiction (ETJ), which constrain the City's growth. These territories are primarily located throughout the Northeast corner of the City extending toward New Braunfels and in the Southeast between FM 1518 and IH-10.

2.3.3.1 Annexation Schedule

The City's Director of Planning and Community Development provided LAN with timelines for completing existing annexation agreements. The City Plans for the existing annexations to be completed by 2025.

2.3.3.2 Supported Land Uses of Territories to be Annexed

Table 1 summarizes the supported land uses of the territories under delayed annexation agreements. The annexation data provided to LAN was geographically categorized between the north and south. The location of the areas under a delayed annexation agreement is illustrated in Appendix 2 and the supported land uses for future development of these area is presented in Appendix 9 & 10.

Table 1: Land Use of Territories Under Delayed Annexation Agreements

Delayed Annexation Agreements: Parcel Land Use	Supported Land Uses[1]	Total Parcels	Total Acreage	Single-Family Residential Lots Allowed	Commercial Parcels
North Schertz	Commercial, Single-Family Residential	43	1,037	822	2
South Schertz	Commercial, Single-Family Residential	86	3,110	2,000	5

[1]For the purpose of this assessment, single-family residential land use includes Agricultural Conservation, Traditional Neighborhood Development (TND), Transit Oriented Development (TOD), and Estate Neighborhood

2.3.4 Population Projections

Table 2 uses AAMPO TAZ demographic data to summarize population projections over the 30-year planning period ending in 2050. Combining these projections with development anticipated as of October 1st, 2022, Projections suggest that population is expected to steadily increase throughout the 30-year planning period at an average compound annual growth rate (CAGR) of 1.%. Appendix 3 presents 2020 (historical) and 2050 (projected) population distribution across the City, reflecting the population increase provided in Table 2.

Table 2: Population Projections

Population Projections (Cumulative) [1]	Historical	5-Year	10-Year	15-Year	20-Year	25-Year	30-year
	2020	2025	2030	2035	2040	2045	2050
Compound Annual Growth Rate	-	***1.8%***	***2.0%***	***2.0%***	***1.9%***	***1.9%***	***1.8%***
Population	45,719	49,985	55,187	60,933	66,946	73,553	80,416
Total Increase	(+)	4,266	5,202	5,745	6,013	6,607	6,863

[1]Total population accounts for areas of existing Extra Territorial Jurisdiction (ETJ) for which growth is constrained

2.3.5 Residential Land Use

Table 3 uses AAMPO TAZ demographic data to summarize projections for the total number of households over the 30-year planning period. Future residential development across the City is expected to reflect population growth and increased traffic along IH-35. The number of households is expected to increase throughout the 30-year planning period at an average CAGR of 2.2%. 2020 (historical) and 2050 (projected) residential housing distribution across the City are shown in Appendix 4. Because AAMPO TAZ data does not categorize residence type, the housing projections include both single-family and multi-family residences.

Table 3: Housing Projections

Housing Projections (Cumulative)	Historical	5-Year	10-Year	15-Year	20-Year	25-Year	30-year
	2020	2025	2030	2035	2040	2045	2050
Compound Annual Growth Rate[1][2]	-	***3.2%***	***2.4%***	***2.2%***	***2.1%***	***2.0%***	***2.0%***
Households	15,441	18,034	20,305	22,640	25,120	27,735	30,742
Total Increase	(+)	2,593	2,271	2,335	2,480	2,615	2,737

[1]Total number of households accounts for all categories of residential housing units throughout the City
[2]Total number of households accounts for all residential housing units located within areas of existing Extra Territorial Jurisdiction (ETJ) for which growth is constrained

The City's Director of Planning and Community Development provided LAN with maximum build-out estimates for existing and planned single-family and multi-family residential developments throughout the City. Appendix 5 & 6 shows the location and density of these subdivisions in comparison to the Wastewater and Water Certificates of Convenience and Necessity (CCNs) service areas. Appendix 5 & 6 serves as an exhibit of where the City is allowed to provide services and where their population may be distributed. Table 4 summarizes the maximum build-out estimates. According to this data, approximately 90% of the existing and planned residential developments are single-family residential.

Table 4: Maximum Build-Out Estimates

Residential Type Land Use Statistics	Single-Family	Multi-Family
Number of Households Expected at Maximum Build-Out for Existing and Planned Subdivisions[2]	20,102	3,339

[2]Total number of households includes subdivisions in areas of existing ETJ for which growth is constrained

2.3.5.1 Single-Family Residential Development

The Comprehensive Land Use Plan indicates that single-family is the primary type of residential land use throughout the City. Over the 30-year planning period, development pressure along IH-35 and from New Braunfels will impact the distribution of residences across the City. Single-family housing density is expected to be higher in the north throughout this corridor. However, in the southern portion of the City, west of FM 1518, residential development will primarily consist of lower density rural and estate style subdivisions. It is anticipated that additional single-family development will occur east of FM 1518 based on recent requested and authorized zoning changes.

2.3.5.2 Multi-Family Residential Development

Currently, multi-family residential establishments are located centrally in the City and account for a small percentage of the City's residential type land uses. While the number single-family residences will continue to dominate over the 30-year planning period, data provided by the City's Director of Planning and Community Development notes a few new multi-family residential subdivisions have been planned. These developments are primarily located in the northeast between IH-35 and the Schertz City Limits, with one in the southern portion of the City. The location and density of these three developments are included in Appendix 5 & 6.

2.3.5.3 Average Household Size

Table 5 uses AAMPO TAZ demographic data to summarize the average number of persons per household over the 30-year planning period. Because AAMPO TAZ data did not categorize residence type, household size accounts for both single-family and multi-family residences. Table 5 indicates the average household size will remain close to three persons over the 30-year planning period.

Table 5: Household Size Projections

Average Household Size	Historical	5-Year	10-Year	15-Year	20-Year	25-Year	30-Year
	2020	2025	2030	2035	2040	2045	2050
Persons[1][2]	3.0	2.8	2.7	2.7	2.7	2.7	2.6

[1]All categories of residential housing throughout the City are accounted for
[2]Total number of households includes subdivisions in areas of existing ETJ for which growth is constrained

2.3.6 Commercial Land Use

The Comprehensive Land Use Plan implies that commercial type land uses will continue to exist primarily along major thoroughfares in the north surrounding IH-35, in the south surrounding IH-10, and centrally surrounding FM 3009. The number and location of existing and planned commercial-type parcels were provided by the City in the form of a GIS Shapefile, shown in Appendix 7 & 8. These exhibits show the Wastewater and Water CCN service areas, respectively, to compare where the City is allowed to provide service to where they can expect commercial development. It was determined that AAMPO TAZ data for the number of persons employed throughout the City could reflect the number of commercial-type establishments. The CAGR for employment was used to project the number of commercial establishments over the 30-year planning period. Table 6 summarizes the employment projections, CAGR, and anticipated number of commercial establishments. Increased traffic and population among the IH-35 corridor could result in a higher demand for commercial property development in the North.

Table 6: Employment & Commercial Property Projections

Employment Projections (Cumulative)	Historical[1]	5-Year	10-Year	15-Year	20-Year	25-Year	30-year
	2020	2025	2030	2035	2040	2045	2050
Compound Annual Growth Rate[2]	-	***0.8%***	***0.8%***	***3.0%***	***2.4%***	***2.2%***	***2.2%***
Persons Employed	21,437	22,363	23,288	24,213	27,305	30,397	33,839
Commercial Parcels	313	327	340	394	445	495	551
Total Increase in Commercial Parcels	(+)	14	14	54	50	50	56

[1]Employment and commercial projections include areas of existing Extra Territorial Jurisdiction (ETJ), for which growth is constrained

2.4 CCNs Service Area Updates

The City's existing Water and Wastewater certificates of convenience and necessity (CCNs) identified by the Public Utility Commission (PUC) were reviewed to identify areas the City is currently serving as well as resolve where the City may be servicing outside their PUC identified CCN boundaries.

Per correspondence on August 11, 2021, it was decided that the current water and wastewater CCN service areas would remain unchanged for the 30-year planning period. This conservative approach would allow the City to monitor potential CCN changes as development occurs and to adapt using the 5-year impact fee cycle in lieu of wholesale CCN change assumptions for the next 30 years.

The City is aware that some regions within their municipal City Limits currently exist outside their water and wastewater CCN service areas and will remain under the service of their existing providers throughout the 30-year planning period. Likewise, regions annexed into the City during the 30-year planning period will not be added to the City's water and wastewater CCN service areas if they are not currently located within the service areas. The existing water and wastewater CCN service areas can be seen in Appendix 9 & 10. These exhibits present the land use categories used in the development of population projection allocations, calculations of future demands, and wastewater loading development.

2.5 Future System Modeling

To develop future conditions for water and wastewater system modeling the existing system models will be modified to reflect the assumptions made in this report. Assumptions and projections made for City growth, land uses, and development are used to establish and allocate future demands and supply requirements for the required planning period. In general, the expansion of Municipal Boundaries throughout the planning period will result in City-wide growth and the extension of water and wastewater service networks. Projected residential and commercial development throughout the planning period will produce increased water and wastewater flows.

3. WATER SYSTEM EVALUATION & CIP

3.1 Modeling & Evaluating the Existing Water System

This section provides an overview of the existing system model evaluation and the assessment of the results against the TCEQ requirements for system storage capacity, supply, service capacity, and minimum pressure requirements for public water systems.

3.1.1 Updates to Existing System Model

LAN built a hydraulic model of the City's existing water distribution system in Bentley's WaterGEMS software using data provided by the City. The model and the Technical Memo with model build details and preliminary model verification results for the existing system were presented to the City at a review meeting on September 10, 2020.

After the existing water system review meeting on September 10, 2020, the following items were updated in the hydraulic model to better reflect existing conditions:

- Wholesale Customer Demands
- Residential Water Usage Patterns
- Live Oak Pressure Reducing Valve Settings
- Removal of Waterlines Not in Service

3.1.1.1 Wholesale Customer Demands

Meter usage data from the City of Selma and City of Cibolo was provided to LAN by the City and were used to identify average and peak day demands at the wholesale customers' meters. Average day demands and peak day demands were input into the existing system model at each customer meter location and are summarized in Table 7 and Table 8, respectively.

Table 7: Average Day Wholesale Customer Meter Demands

City of Selma		
EST	360	gpm
GST	70	gpm
City of Cibolo		
Mesa	10	gpm
Ripps-Kreusler	6	gpm
Cibolo Crossing	8	gpm

Table 8: Peak Day Wholesale Customer Meter Demands

City of Selma		
EST	610	gpm
GST	330	gpm
City of Cibolo		
Mesa	20	gpm
Ripps-Kreusler	14	gpm
Cibolo Crossing	14	gpm

3.1.1.2 Residential Water Usage Patterns

During the review of the existing system model with the City, it was noted that the residential water usage patterns did not reflect the observed peak hour usage for the Schertz water system. With only monthly flow monitoring data available from the City, updated representative average day and peak day water usage patterns for residential customers was developed using an American Water Works Association report.

The updated water usage patterns were developed using the 1993 American Water Works Association (AWWA) Residential Water Use Patterns report using data. The City of Norman, Oklahoma was selected to best represent residential water use patterns for the City of Schertz because of similarities in annual precipitation, average seasonal temperatures, and land use. The AWWA report provided separate usage pattern for both single and multi-family land use types and these patterns were used to update the residential and apartment demands in the existing system model.

The average day water usage patterns for Single-Family and Multi-Family use were developed using the Norman info provided in the 1993 report. The average to peak multipliers, used to develop the peak day water usage patterns for Single-Family and Multi-Family use, were calculated using the 36 months of billing data provided to LAN by the City. These average to peak multipliers are:

- Single-Family = 3.2
- Multi-Family = 2.6

The Single-Family and Multi-Family average day and peak day diurnal curves used in the existing system model are illustrated in Figure 1 and Figure 2, respectively.

Figure 1: Average & Peak Day Diurnal Patterns for Single-Family Residential Meters

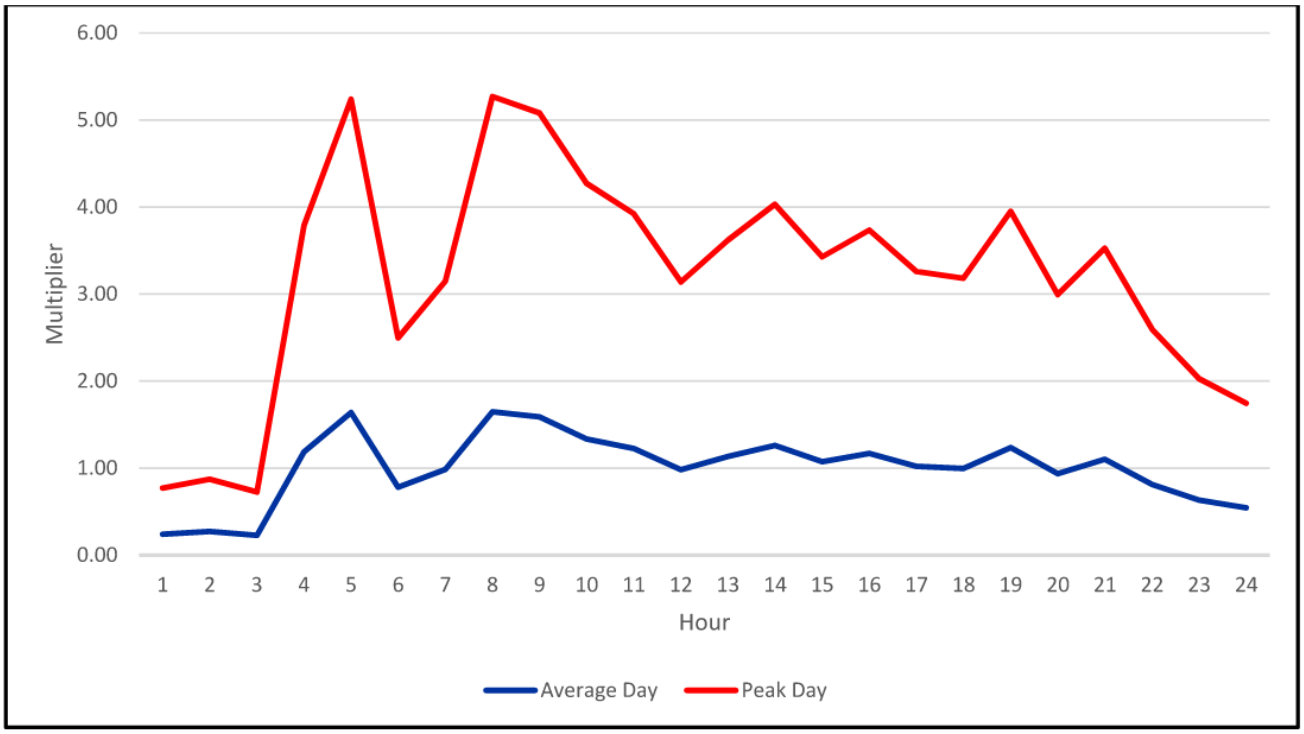
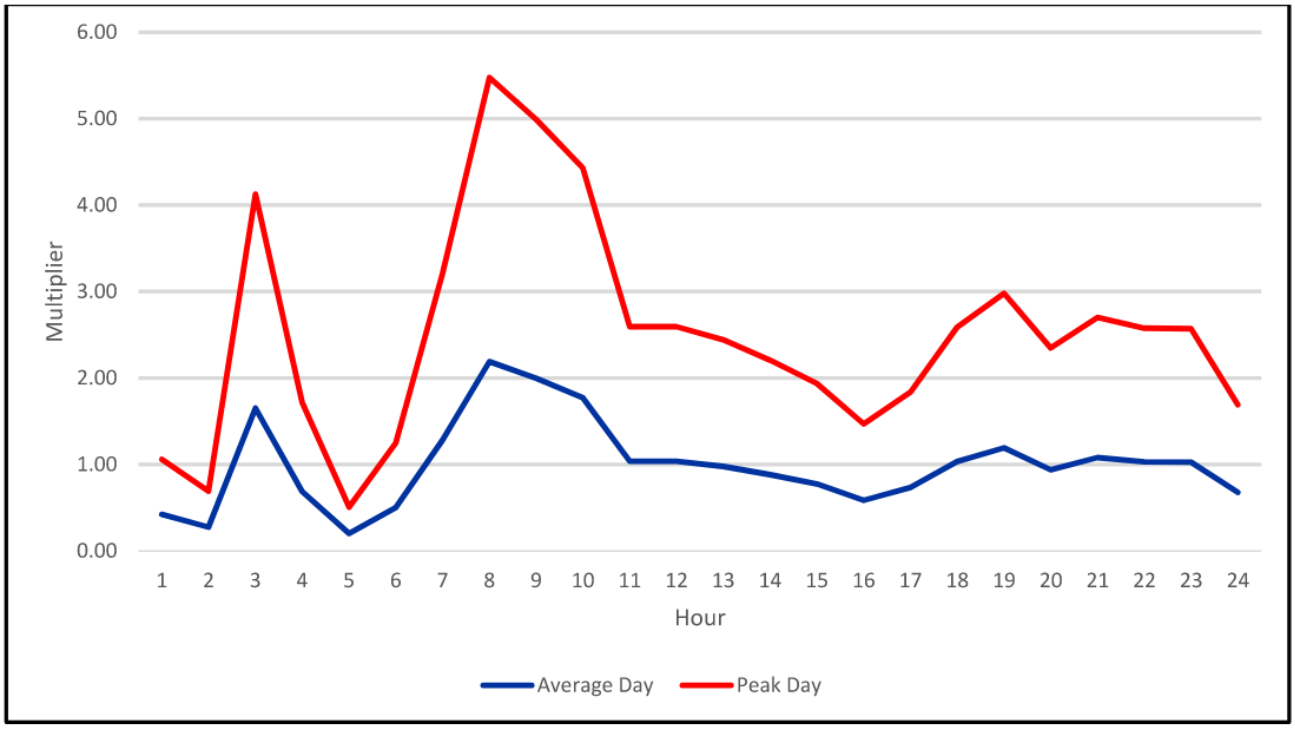


Figure 2: Average & Peak Day Diurnal Patterns for Multi-Family Residential Meters

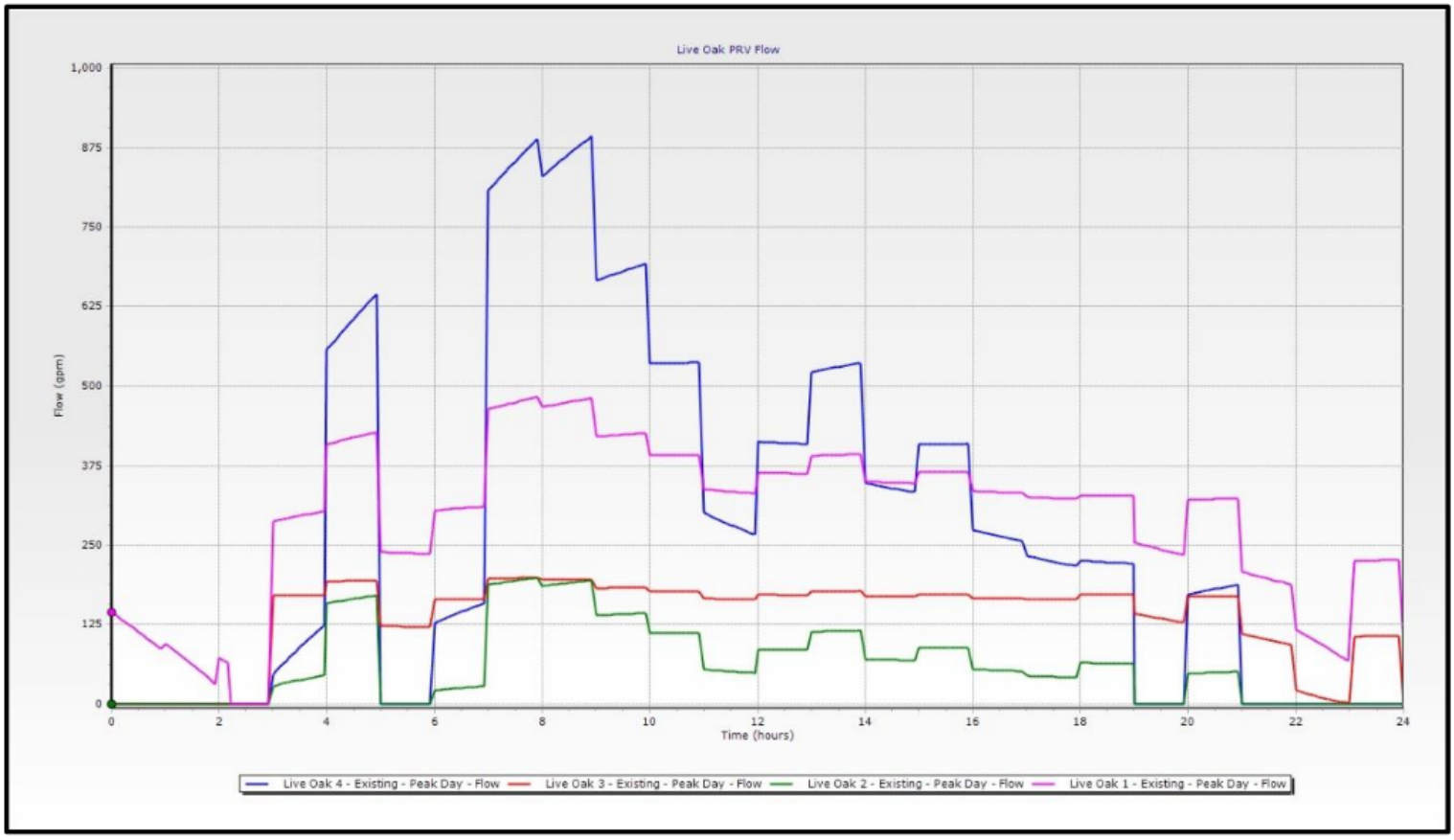


3.1.1.3 Live Oak Pressure Reducing Valve Settings

Comments provided by the City describe that the PRVs separating the Live Oak and I-35 pressure planes do not open under typical average day conditions but do open under peak day conditions. The City indicated that under peak day conditions these valves open around 4:30 am and stay open until around midnight. To simulate these conditions, the assumption was made that, all PRVs were given the same pressure setting.

On the Live Oak side of the pressure plane boundary, under peak day conditions, and with all the valves closed, observed pressures at the PRVs averaged 67-psi. Therefore, a pressure setting of 67-psi was tested in the model to see if the PRVs would open during the simulation in the window of time provided by the City. The PRV located near the corner of Mare Way and Schertz Parkway is at a lower elevation of 713-ft (approximately 14 feet lower than the other PRVs). It was assumed that it was unlikely to open in tandem with the other four PRVs on this pressure plane boundary. The results showed all PRVs were open during a window of time similar to the one provided by the City, except the PRV located near the corner of Mare Way and Schertz Parkway as assumed. Flow through the four PRVs that opened throughout a 24-hour EPS peak day scenario at a pressure setting of 67-psi is shown in Figure 3. The PRVs shown in Figure 3 are primarily open between 4:30 am and midnight. The PRV located near the corner of Mare Way and Schertz Parkway was not shown because it did not open at any time during the 24-hour EPS peak day scenario.

Figure 3: Live Oak PRV Flows



3.1.1.4 Removal of Waterlines Not in Service

The waterlines shown in Figure 4 were removed from the existing system model. While the lines are planned, the City reported that these waterline segments designated as "Active" in the waterline shapefile, were not yet in service. They will be included in the future conditions model.

Figure 4: Extent of Waterline Segment Removed from Existing System Model

3.1.2 Public Water System Evaluation Criteria

To evaluate the City's existing system model, criteria were developed in accordance with Texas Commission on Environmental Quality (TCEQ) Public Drinking Water Rules and Regulations for Public Water Systems found in the Texas Administrative Code (TAC) Chapter 290.D. The TCEQ Rules and Regulations provide minimum capacity requirements for public water systems. The rules and regulations effective January 3, 2019 are applied in this analysis.

Several of the evaluation criteria are calculated based on the number of connections in the existing system model. The City of Schertz reports 16,434 connections in the existing water system as of December 15, 2020.

The City operates their existing water system as three pressure planes, Scenic Hills, I-35, and Live Oak. For the purposes of this evaluation the system will be assessed as one contiguous network because of the interactions between the existing pressure planes.

Extended period simulations were performed using Bentley's WaterGEMS software which provided the tools and results necessary to assess the existing system model according to the TCEQ criteria for the following:

- 24-hour Average Day Flow (ADF)
- 24-hour Peak Day Flow (PDF)
- 48-hour Peak Daily Plus Fire Flow Analysis

The key criteria for the City's existing system are summarized in Table 9. Detailed results for the evaluation criteria are discussed in the order as they appear in Table 9 throughout this section.

Table 9: TAC Criteria for the Evaluation of the City's Existing System

Category	Memo Section	Rule	Description	Results
System Storage and Supply	3.2.1	*290.45.a* & *290.45.f*	Sources of water supply can supply maximum daily demands during extended peak usage.	Field Verification Needed
	3.2.2	*290.45.e.3* & *290.45.e.1*	Minimum water system capacity requirements shall be determined by calculating the requirements based upon the number of retail customer service connections of that wholesale water supplier, if any, fire flow capacities, if required by §290.46(x) and (y) of this title and adding that amount to the maximum amount of water obligated or pledged under all wholesale contracts. Wholesalers must provide enough service pumping capacity to meet or exceed combined maximum daily commitments specified in obligations.	Field Verification Needed
	3.2.3	*290.45.b.1.D.i-iii*	System must have a minimum total storage capacity of 200 gpm gallons per connection.	**Meets Minimum Criteria**
	3.2.4	*290.45.b.1.D.iv*	System must have a minimum total elevated storage capacity of 100 gallons per connection.	**Meets Minimum Criteria**
System Service Capacity	3.2.5	*290.45.b.1.D.iii* & *290.45.b.1.D.i*	System must have a minimum total pump/well capacity of 0.6 gpm per connection.	**Meets Minimum Criteria**
System Minimum Pressure Requirements	3.2.6	*290.44.d*	System must maintain a minimum pressure of 35-psi under normal conditions.	Field Verification Needed
	3.2.7	*290.44.d*	System must maintain a minimum pressure of 20-psi under combined fire and drinking water flow conditions.	Field Verification Needed

3.1.2.1 Supply & Storage

TAC 290.45.a

"Sources of supply, both ground and surface, shall have a safe yield capable of supplying the maximum daily demands of the distribution system during extended periods of peak usage and critical hydrologic conditions. The pipelines and pumping capacities to treatment plants or distribution systems shall be adequate for such water delivery. Minimum capacities required are specified in §290.45 (relating to Minimum Water System Capacity Requirements)."

A 24-hour extended period simulation (EPS) scenario, beginning at midnight, was run for the existing system under peak day conditions. Over the 24-hour simulation, it was observed that both the I-35 elevated storage tank (EST) and the Live Oak ground storage tank (GST) water supply did not recover to at least the same percent full as it was set to at the beginning of the simulation. Figure 5 shows the I-35 EST and Live Oak GST capacities over the 24-hour simulation.

In Figure 5, the I-35 EST begins the simulation at 98% capacity and ends the simulation at 20% capacity. Likewise, the Live Oak GST begins the simulation at 83% capacity and ends the simulation at 56% capacity. Because the tanks did not recover by the end of the 24-hour simulation, the run time was lengthened to 48-hours to assess if the tanks recovered by peak hour (5:00 am) and if the decline in tank level continued throughout the second day. Figure 6 shows that neither tank recovers and the Live Oak GST almost drains completely by hour 48. The observed results indicate that the existing system model's water supply would be incapable of supplying peak day demands for an extended period as stated in TAC 290.45.a. The City did not indicate that they have issues filling the Live Oak EST or GST as severely as seen in the existing system model. A meeting was held to discuss this issue, and additional information about the system and SCADA was provided to LAN. With this information, the model was re-calibrated, and the results more closely reflected what the Live Oak EST and GST were experiencing.

Figure 5: Live Oak GST & I-35 EST Percent Full Over 24 Hours

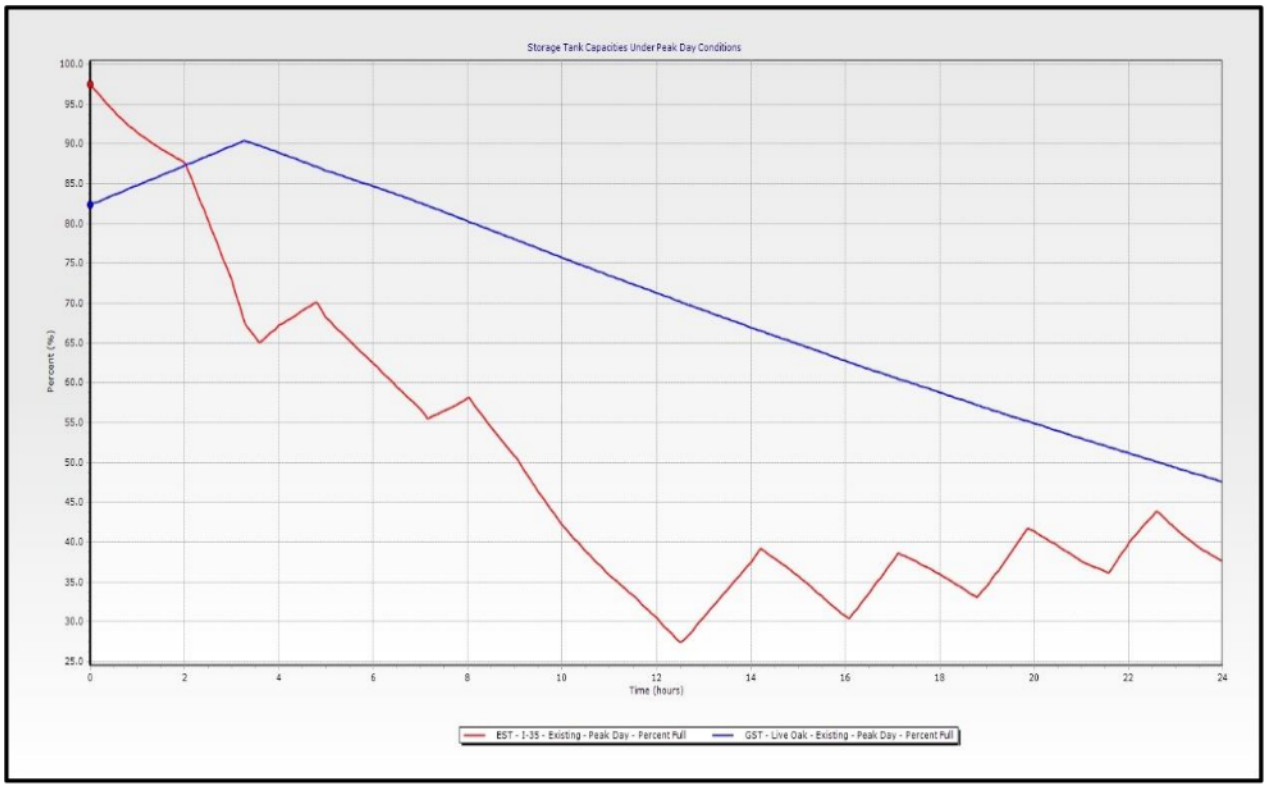


Figure 6: Live Oak GST & I-35 EST Percent Full Over 48 Hours

3.1.2.2 Wholesale Supplier Requirements

TAC 290.45.e

"The following requirements apply to systems which supply wholesale treated water to other public water supplies: Wholesalers must provide enough production, treatment, and service pumping capacity to meet or exceed the combined maximum daily commitments specified in their various obligations."

"… minimum water system capacity requirements shall be determined by calculating the requirements based upon the number of retail customer service connections of that wholesale water supplier, if any, fire flow capacities required by chapter 290.46, and adding that amount to the maximum amount of water obligated or pledged under all wholesale contracts, if required."

The minimum required water supply is of 0.6 gpm per connections. For Schertz's 16,434 connections this minimum water supply is approximately 9,860 gpm. The combination of water supplies is 10,400 gpm as shown in Table 10.

- Schertz-Seguin Local Government Corporation (SSLGC) is the main supply of water to the existing system. Based on monthly flow monitoring data provided by the City, the maximum daily supply (under peak day conditions) for Schertz from SSLGC is approximately 6,800 gpm.
- Schertz Wells - There are two Schertz wells which can supply up to 1,800 gpm each. The wells supply water directly to the Nacogdoches EST under peak day conditions.

Table 10 summarizes the system's maximum supply which **meets the minimum required capacity** for existing conditions.

Table 10: Well Capacities

Water Supply	Capacity
SSLGC	6,800 gpm
Nacogdoches 1	1,800 gpm
Nacogdoches 2	1,800 gpm
Total Peak Day Supply	**10,400 gpm**

The City of Schertz provides water to two wholesale customers, the City of Cibolo and the City of Selma. The wholesale contracts with Cibolo and Selma do not specify maximum daily commitments.

- Cibolo - from their wholesale water contracts with the City of Cibolo, the City of Schertz is to supply a combined total of 750 acre-feet of potable water per year, this includes 350 acre-feet of potable water per year designated to the Keli Heights Subdivision. 750 acre-feet per year is approximately 465 gpm.
- Selma - from their wholesale water contract with the City of Selma, the City of Schertz is to supply a total of 800 acre-feet of potable water per year. 800 acre-feet per year is approximately 496 gpm.

Table 11 summarizes contracted commitments to wholesale customers.

Table 11: Wholesale Water Commitments

Wholesale Customer	Commitment (acre-feet/year)	Commitment (gpm)
City of Cibolo	750	465
City of Selma	800	496

Under peak day conditions, the existing water system's current available supply of 10,400 gpm (from Table 10) cannot meet the minimum required supply to the City (9,860 gpm) and its wholesale customers (961 gpm, from Table 11) which totals 10,821 gpm.

3.1.2.3 Total Storage Capacity

TAC 290.45.b

"For more than 250 connections, the system must have a total storage capacity of at least 200 gallons per connection."

The minimum required storage capacity, at 200 gallons per connection, for the existing water system is 3,286,800 gallons. There are eight storage tanks within the existing water system: four elevated storage tanks and four ground storage tanks. The combined total capacity of the storage tanks is 8,500,000 gallons, meeting the minimum storage capacity requirement. Table 12 summarizes storage tank capacities.

Table 12: Storage Tank Capacities

Tank	Capacity Gallons
Northcliffe EST	1,000,000
Nacogdoches EST	500,000
Live Oak EST	1,500,000
I-35 EST	1,000,000
Deer Haven GST	1,500,000
Live Oak GST	1,500,000
Ware Seguin GST	500,000
Northcliffe GST	1,000,000
Total Storage Capacity	**8,500,000**

3.1.2.4 Elevated Storage Tank Capacity

TAC 290.45.b

"For more than 250 connections, the system must meet the following requirements: Have an elevated storage tank capacity of 100 gallons per connection or a pressure tank capacity of 20 gallons per connection. An elevated storage capacity of 100 gallons per connection is required for systems with more than 2,500 connections."

Based upon the number of connections in the existing water system, the minimum required EST capacity, at 100 gallons per connection, is 1,643,400 gallons. There are four ESTs within

the existing water system with a combined storage capacity of 4,000,000 gallons, meeting the minimum required EST capacity. Table 13 summarizes the existing water system elevated storage tank maximum capacities.

Table 13: Elevated Storage Tank Capacities

Tank	Capacity (Gallons)
Northcliffe EST	1,000,000
Nacogdoches EST	500,000
Live Oak EST	1,500,000
I-35 EST	1,000,000
Total Elevated Storage Capacity	**4,000,000**

3.1.2.5 Pumping Capacity

TAC 290.45.b

"For systems which provide an elevated storage capacity of 200 gallons per connection, two service pumps with a minimum combined capacity of 0.6 gpm per connection are required at each pump station or pressure plane. If only wells and elevated storage are provided, service pumps are not required."

Based upon the number of connections in the existing water system, the minimum required elevated storage capacity of 200 gallons per connection is 3,286,800 gallons. Schertz currently has 4,000,000 gallons of elevated storage within their system. Therefore, the minimum pumping capacity for the City is 0.6 gpm per connection based on the requirements.

The minimum required combined pumping capacity for the existing water system, at 0.6 gpm per connection, is 9,860 gpm. There are four pump stations within the existing water system housing a total of 13 pumps. Table 14 summarizes the capacities of the 13 existing water system pumps. The maximum total pumping capacity of the pumps is 23,600 gpm, meeting the minimum required capacity. The firm pump capacity (with the largest pump out of service is 20,800 gpm which also meets the minimum capacity.

Table 14: Pump Capacities

Location	Pump Details
Northcliffe 1	2,100 gpm, 232 TDH
Northcliffe 2	2,100 gpm, 232 TDH
Live Oak - HS4	2,800 gpm, 299 TDH *Goulds*
Live Oak - HS3	2,800 gpm, 295 TDH *Fairbanks Morse*
Live Oak - HS2	2,400 gpm, 295 TDH *Fairbanks Morse*
Live Oak - HS1	2,400 gpm, 295 TDH *Fairbanks Morse*
Live Oak - LS3	2,200 gpm, 145 TDH *Goulds*
Live Oak - LS2	LS - 2,200 gpm, 145 TDH
Live Oak - LS1	LS - 2,200 gpm, 145 TDH
Ware Seguin 2	600 gpm, 123 TDH
Ware Seguin 1	600 gpm, 123 TDH
Deer Haven 1	600 gpm, 172 TDH
Deer Haven 2	600 gpm, 172 TDH
Maximum Pumping Capacity	**23,600 gpm**

3.1.2.6 System Minimum Pressures

TAC 290.44.d

"… capable of providing a minimum pressure of at least 35-psi at all points within the distribution network"

In coordination with the City, LAN made assumptions about the existing water system for the hydraulic model where data was limited. While the model indicates operations concerns in the water system, these should be field verified by the City. The existing system under peak day and average day conditions was evaluated in the model using a 24-hour EPS to observe system wide minimum pressures. The TCEQ required minimum pressure of 35-psi at all points within the distribution network applies to normal operating conditions (e.g. no fire flow or line breaks) and is used as the benchmark for assessing the observed pressures for peak day and average day conditions in the existing system model.

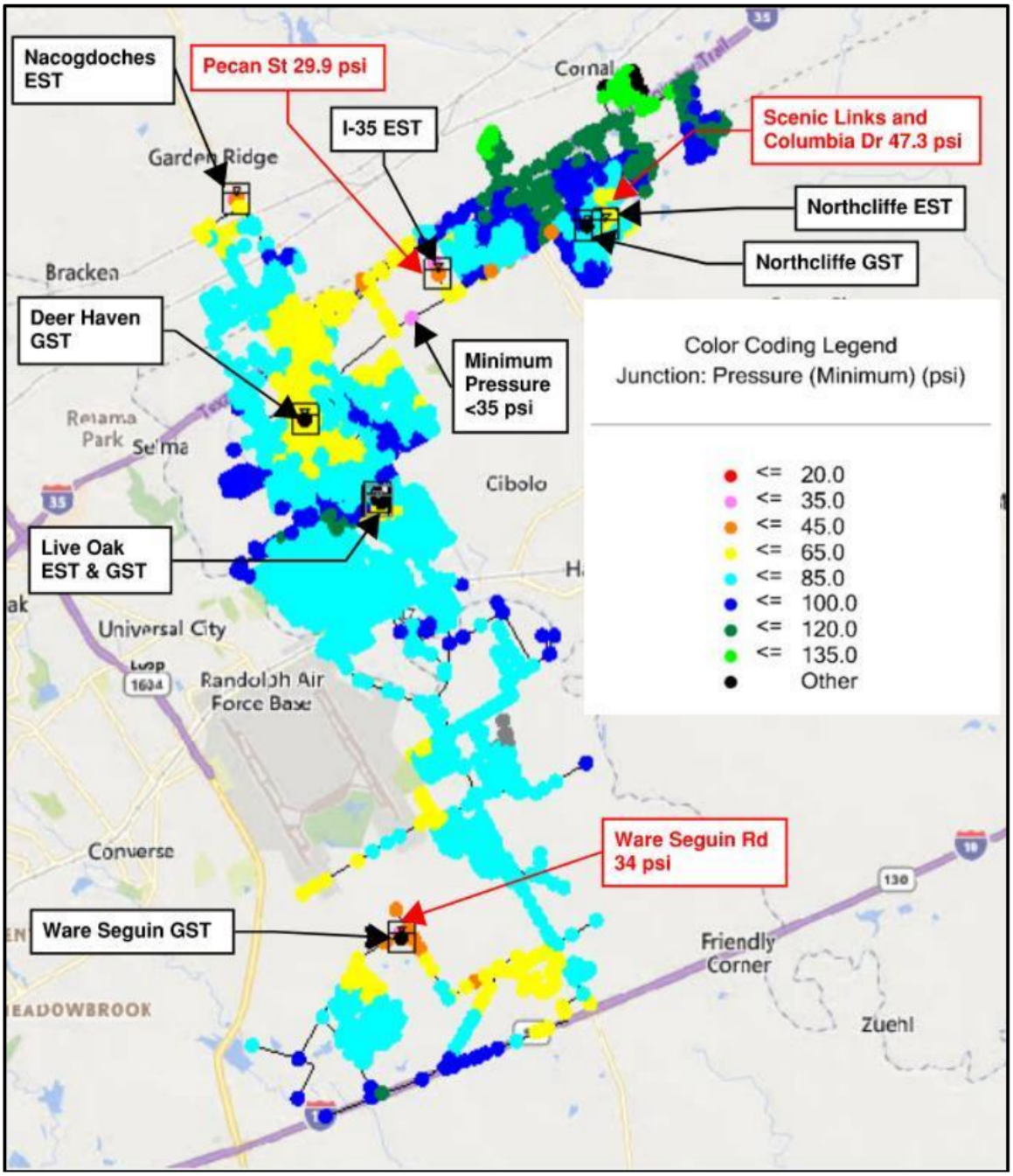
Average Day Conditions

Without detailed pressure readings across the service area, the existing system model can be used to approximate a system pressure. While the majority of the system does meet the minimum 35-psi, the results from the existing system model indicate pressure concerns under average day conditions in some areas. Observed minimum system pressures under average day conditions are summarized in Table 15. Figure 7 illustrates the observed minimum system pressures across the existing system model under average day conditions.

Table 15: Average Day Minimum Pressures Observed in Each Pressure Plane

Pressure Plane	Min. Pressure (psi)	Location	Time Step
Scenic Hills	47	Scenic Links and Columbia Dr	4 am
I-35	30	Pecan St, East of I-35 EST	12 pm
Live Oak	34	Near Ware Seguin Plant	11 pm

Figure 7: Average Day Conditions Minimum Pressures



While minimum pressures in the existing system model indicated flows approximately 1-psi below the minimum required pressure of 35-psi at the intersection of Ware Seguin Road and the Ware Seguin Plant and at high elevations adjacent to the I-35 EST, the pressures were significantly above the emergency operations threshold of 20-psi. This is a small deviation and indicates additional data collection, and analysis should be conducted by the City for verification of operations.

The Ware Seguin Plant low pressures occur near the end of the model day and could be related to the storage/capacity issues referenced above. The I-35 EST area low pressures occur near mid-day and could be related to demand patterns used in place of detailed Schertz demand data.

Peak Day Conditions

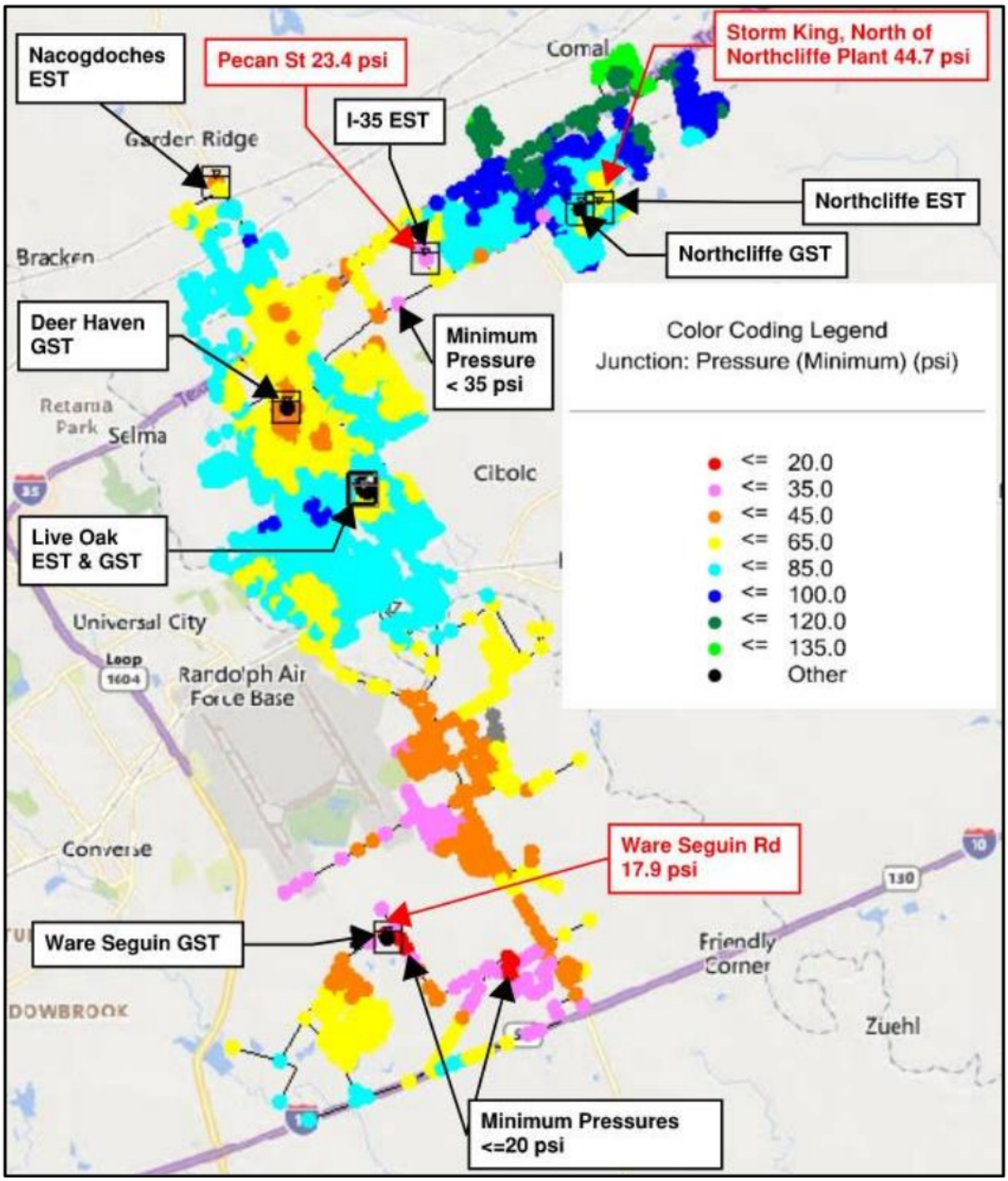
Under peak day conditions, the majority of the system does meet the minimum 35-psi. This is illustrated on Figure 8 which summarizes the observed minimum system pressures across the existing water system under peak day demand conditions. However, there were locations in the existing system model where pressures below the minimum requirement were observed, along Ware Seguin Road and near the I-35 EST at Pecan Street. The I-35 EST area low pressures occur near mid-day and could be related to demand patterns used in place of detailed Schertz demand data. These locations are noted on Figure 8.

Pressures were below the required 35-psi minimum, as well as the below the 20-psi emergency operations minimum along Ware Seguin Road and surrounding the Ware Seguin Plant. There are two factors driving the low pressure at this location, first its elevation is higher than the surrounding area by approximately 40-ft and, second, at 5 am when this low pressure occurs, the peak residential demand overlaps with irrigation demand from the HOA meters in the residential subdivisions immediately to the northeast and southwest. These low-pressure results indicate additional data collection, and analysis should be prioritized. Observed minimum system pressures under peak day conditions are summarized in Table 16.

Table 16: Peak Day Minimum Pressures Observed in Each Pressure Plane

Pressure Plane	Min. Pressure (psi)	Location	Time Step
Scenic Hills	45	Storm King, North of Northcliffe Plant	7 am
I-35	23	Pecan St, East of I-35 EST	12 pm
Live Oak	18	Near Ware Seguin Plant	5 am

Figure 8: Peak Day Conditions Minimum Pressures



3.1.2.7 Fire Flows

TAC 290.44.d.

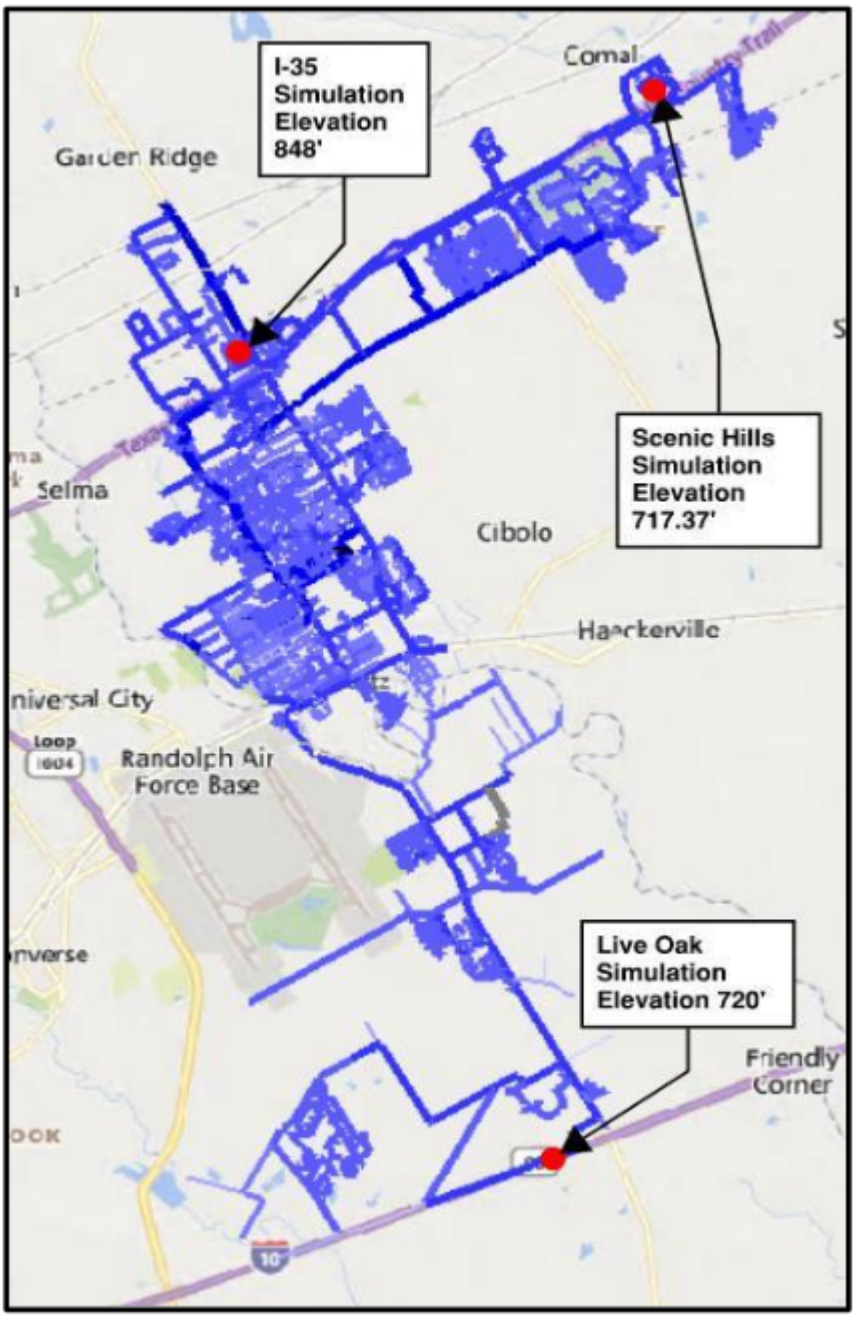
"When the system is intended to provide firefighting capability, it must also be designed to maintain a minimum pressure of 20-psi under combined fire and drinking water flow conditions."

For conservative modeling purposes, the existing water system was evaluated for three separate peak day plus fire flow scenarios (one in each pressure plane) to observe any potential interaction between the pressure planes. Fire Flow simulations were run at a commercial meter selected to provide "worst case" scenarios within each pressure plane. These specific locations for fire flows

in each pressure plane were selected because its commercial meter was at a higher elevation than other commercial meter locations in the pressure plane and were not close in proximity to an elevated storage tank or pump station. A representative Fire Flow demand of 3,500 gpm was placed at the selected meter during the corresponding simulation. Simulating worst case scenario fire flow conditions for each pressure plane provides an analysis of how the pressure planes interact while under critical conditions.

The selected locations for each simulation are shown in Figure 9. Fire Flow simulations were set to occur from 7 am to 10 am under peak day conditions. This creates a “worst case” condition where the fire flow occurs during peak hour.

Figure 9: Fire Flow Simulation Locations



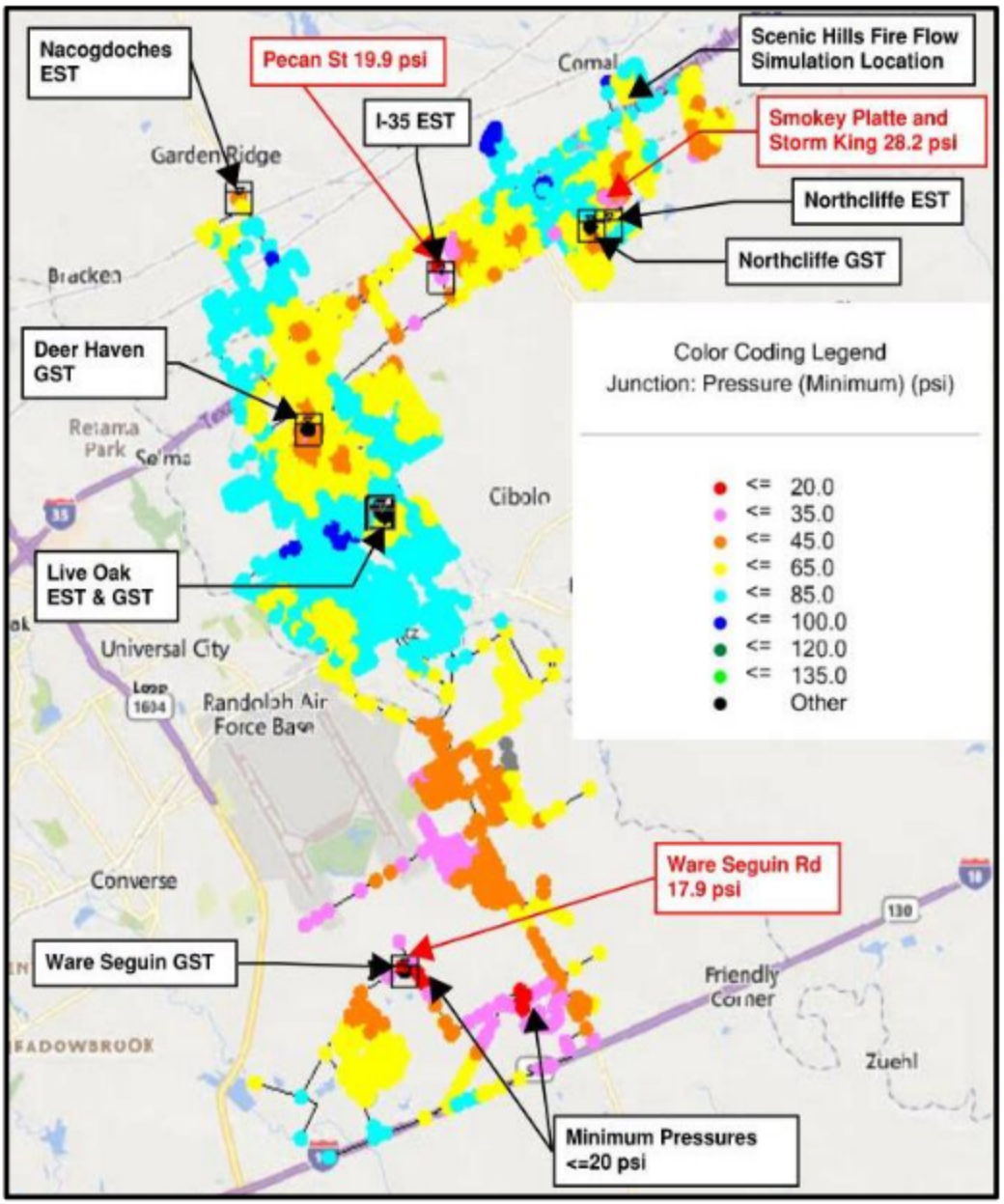
The Scenic Hills Fire Flow simulation was placed off I-35 at a commercial meter south of Baugh Lane. For the Scenic Hills Peak Day plus Fire Flow simulation, the majority of the system does meet the minimum 20-psi. However, there were locations in the existing system model where pressures below the minimum requirement were observed. The observed system minimum pressures fell below the minimum required pressure of 20-psi at high elevations along Ware Seguin Road, surrounding the Ware Seguin Plant, and at high elevations adjacent to the I-35 EST. These locations are noted on Figure 10 which summarizes the observed minimum system pressures across the existing system model under Peak Day plus Fire Flow conditions. This minimum pressure is a small deviation and systematically observed through non-fire flow conditions. It indicates additional data collection, and analysis is needed.

Observed minimum system pressures for the Scenic Hills Peak Day plus Fire Flow simulation are summarized in Table 17.

Table 17: Peak Day Plus Fire Flow Scenic Hills Simulation

Pressure Plane	Min. Pressure (psi)	Location	Time Step
Scenic Hills	28	Smokey Platte and Storm King	7 am
I-35	20	Pecan St, East of I-35 EST	5 pm
Live Oak	18	Near Ware Seguin Plant	5 am

Figure 10: Scenic Hills Fire Flow Simulation

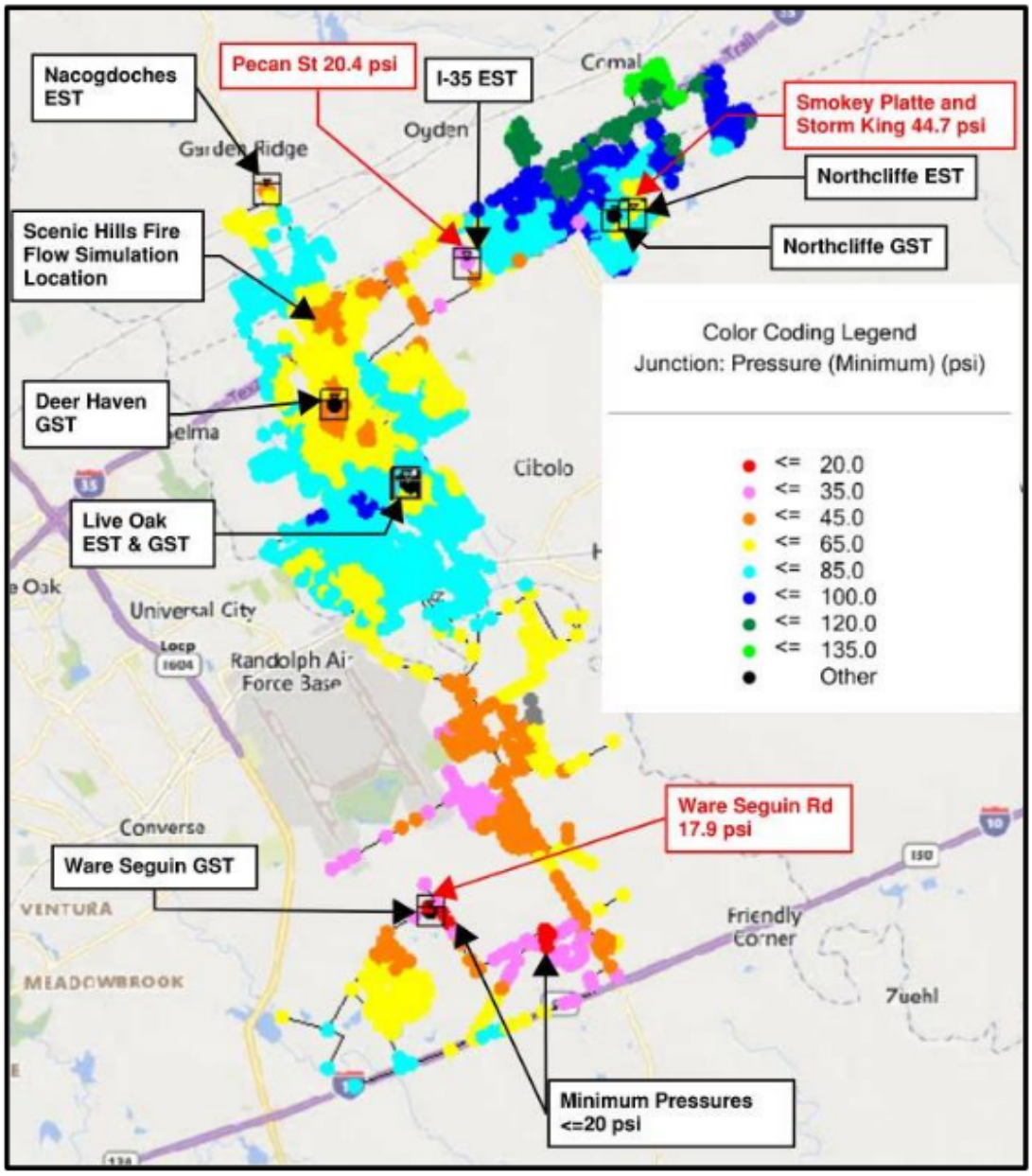


The I-35 Fire Flow simulation was placed near the intersection of I-35 and FM 3009 at a commercial meter adjacent to Corridor Parkway. For the I-35 Peak Day plus Fire Flow simulation, the majority of the system does meet the minimum 20-psi. However, there were locations in the existing system model where pressures below the minimum requirement were observed. The observed system minimum pressures fell below the minimum required pressure of 20-psi at high elevations along Ware Seguin Road and surrounding the Ware Seguin Plant. These locations are noted on Figure 11 which summarizes the observed minimum system pressures across the existing system model under Peak Day plus Fire Flow conditions. This minimum pressure is a small deviation and systematically observed through non-fire flow conditions. It indicates additional data collection, and analysis is needed. Observed minimum system pressures for the I-35 Peak Day plus Fire Flow simulation are summarized in Table 18.

Table 18: Peak Day Plus Fire Flow I-35 Simulation

Pressure Plane	Min. Pressure (psi)	Location	Time Step
Scenic Hills	45	Storm King and Smokey Platte, North of Northcliffe	7 am
I-35	20	Pecan St, East of I-35 EST	1 pm
Live Oak	18	Near Ware Seguin Plant	5 am

Figure 11: I-35 Fire Flow Simulation

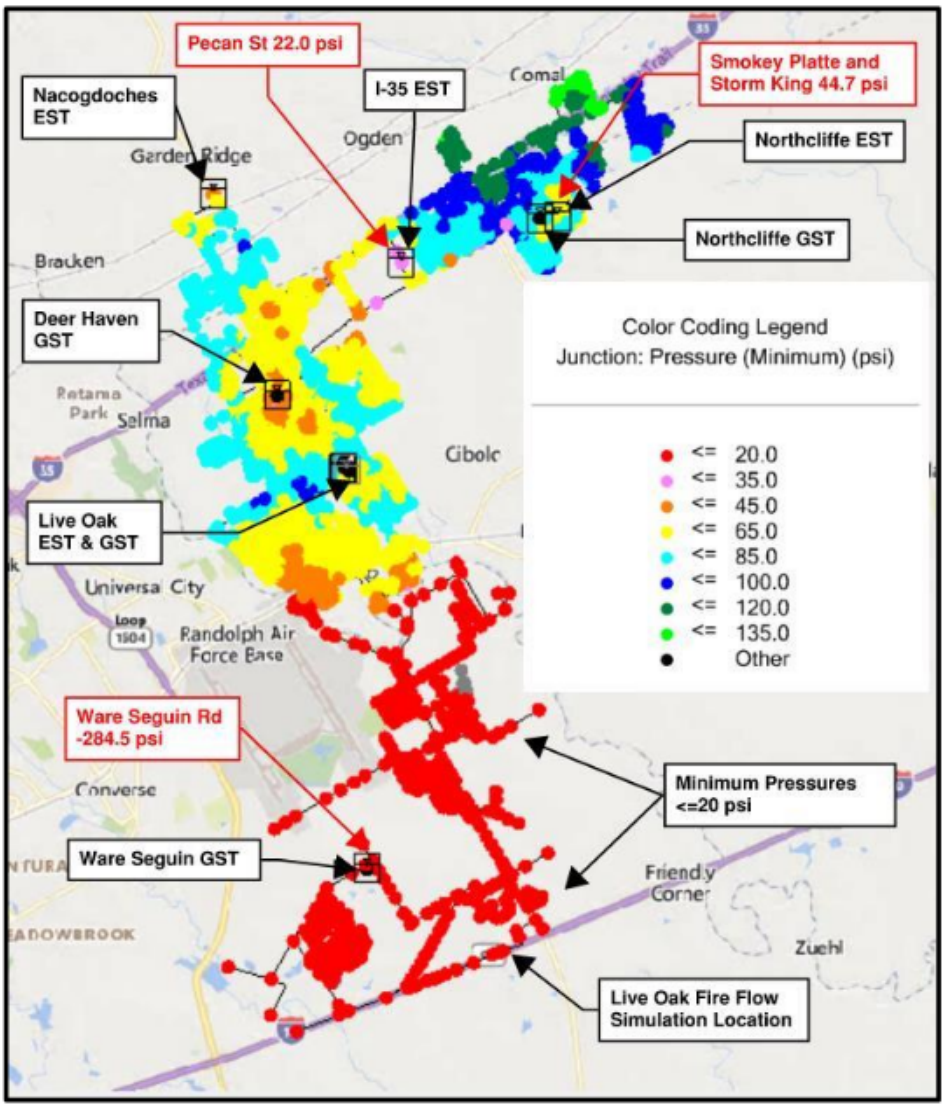


The Live Oak Fire Flow simulation was located at a commercial meter approximately 0.6 miles west of the intersection of I-10 and FM 1518. For the Live Oak Peak Day plus Fire Flow simulation, the majority of the I-35 and Scenic Hills Pressure Planes do meet the minimum 20-psi. However, the observed system minimum pressures fell below the minimum required pressure of 20-psi across the majority of the Live Oak Pressure Plane south of FM 78. These locations are noted on Figure 12 which summarizes the observed minimum system pressures across the existing system model under Peak Day plus Fire Flow conditions. These results indicate additional data collection, and analysis is needed. Observed minimum system pressures for the I-35 Peak Day plus Fire Flow simulation are summarized in Table 19.

Table 19: Peak Day Plus Fire Flow Live Oak Simulation

Pressure Plane	Min. Pressure (psi)	Location	Time Step
Scenic Hills	45	Storm King and Smokey Platte, North of Northcliffe	7 am
I-35	22	Old Wiederstein Rd, Southwest of I-35 EST	1 pm
Live Oak	Negative Pressures	Near Ware Seguin Plant	8 am

Figure 12: Live Oak FIre Flow Simulation



3.1.3 Recommendations

For the TAC Criteria where the model did not demonstrate that the minimum criteria was met, it is recommended that the City take steps to verify the behavior of the water system in the field. This section presents the steps the City can take to verify the model observations.

3.1.3.1 System Storage & Supply

Although the system meets the minimum total storage capacity, the existing system model results indicated that the system cannot supply peak day demands for an extended period of time. It is recommended that the City perform pressure and flow monitoring at all pump stations and ESTs concurrently for two weeks during a peak day period (e.g., Mid-August) to verify behavior of the water system under these conditions.

It is LAN's understanding that a second supply connection from the SSLGC will be connected to the proposed Corbett EST (located near the east dead end of Ray Corbett Dr.). This additional supply location and EST will be assessed in the Future System Evaluation effort. These future

conditions results will be considered when developing the final recommendations for storage and supply of the City's water system.

3.1.3.2 System Minimum Pressure Requirements

Because pressures below the minimum requirements for the average day, peak day, and peak day plus fire scenarios were observed in the existing system model, it is recommended that the City perform pressure monitoring at the locations were these low pressures were observed at the same time that the peak day period flow and pressure monitoring at the pump stations and ESTs is being performed.

It is recommended that the data recording equipment used be set to record pressure and flow readings at least every 15-minutes.

3.1.4 Summary

The results from this existing system evaluation were used to develop preliminary infrastructure and operational recommendations for near-term and future system improvements. These recommendations, in conjunction with currently planned improvements, are assessed in the future system evaluation and used in the development of the Capital Improvements Plan. Preliminary recommendation alternatives under consideration are (but not limited to):

- Increase in water supply
- Increased pumping capacity
- Increased storage capacity
- Changes to pump operating pressure controls or schedules

3.2 Future Water System Evaluation & CIP

The following information, criteria, and constraints were used to identify and develop proposed water system improvement projects.

- City direction for projects already in planning, design, and construction
- Minimum pipe size of 8-inches
- Minimum normal system pressure of 45 psi

3.2.1 Near Term System Evaluation

Before proceeding to model future scenarios, the system was analyzed to identify improvements needed to solve present day system issues. This analysis is referred to as 'near-term' system improvements and accounts for projects which are currently under design or construction and other projects identified in the analysis to resolve existing system deficiencies.

The near-term system water model was developed based on the existing conditions model previously developed. Projects which are currently in various stages of design and construction were provided by the City and implemented into the model. After implementing City-identified projects the model was run in average day, peak day, and fire flow conditions to identify additional improvements needed.

3.2.1.1 Fire Flow Analysis

Fire flow analysis of the existing system was performed in the development of the "Existing Water System Model Evaluation" memo published January 2021. Projects to resolve fire flow deficiencies in the existing system were identified in the near-term system evaluation and are included in the recommended Near-Term CIPs and proposed Pipe Replacement Program.

3.2.1.2 Pipe Replacement Program

In addition to the recommended CIPs identified in the model evaluation, the City also desires to replace undersized (≤6") and asbestos-cement (AC) distribution pipes within their system. The undersized distribution pipes are unable to provide fire flow and reduce the system capacity. Undersized pipes are recommended to be upsized to 8" PVC, and the AC pipes greater than or equal to 8" should be replaced with PVC pipes of the same size. Based on the pipe attributes in the hydraulic model, there are approximately 280,460 LF of AC pipe in the system and an additional 175,380 LF of undersized pipe in the system. These pipe replacement programs can be established with a goal to replace a certain amount of pipe per year. A 20-year program would include an average replacement rate of 22,800 LF per year.

3.2.1.3 Near Term CIP Projects

Recommended near-term CIPs are listed in Table 20 and illustrated in Appendix 11.

Table 20: Near Term Water CIP Project Summary

CIP Number	Description	Notes
System Improvement Projects		
NT-W1	Bubbling Springs 6" WL Replacement	City identified maintenance project.
NT-W2	Corbett Pump Station & 3.0 MG GST	Per "Corbett 3.0 MG GST Project" Preliminary Engineering Report (2021), currently underway.
NT-W3	Ware Seguin Pump Station Operational Improvement	Potentially zero cost project to improve pump station performance in this service area.
NT-W4	12" from Ware Seguin to Lower Seguin	Currently underway.
NT-W5	Fred Couples to Schwab	Complete.
NT-W6	Schwab to Eckhardt	Currently in design.
NT-W7	Graytown to Pfeil	Currently underway.
NT-W8	FM 78 Water Line Replacement	Needed for fire flow.
NT-W9	Moonlight Meadow Dr & Lost Meadow Dr WL Replacement	Needed for fire flow.
NT-W10	Robinhood Way WL Replacement	Needed for fire flow.
NT-W11	Undersized Pipe Replacement Program	Replacement of pipes ≤6".
NT-W12	Asbestos Cement Pipe Replacement Program	Replacement of AC pipes.

3.2.2 2030 System Evaluation

The 2030 planning scenario is the first future scenario that was modeled. To develop the 2030 model, the near-term model was updated to include the water demands associated with 2030 project land use. The City identified projects that were not needed until 2030 were implemented in the 2030 model and additional projects were identified to meet the 2030 system needs. The model was run in average day, peak day, and fire flow conditions to identify additional improvements needed. A TCEQ capacity analysis was completed to confirm the system would meet TCEQ criteria with the recommended 2030 projects implemented.

3.2.2.1 TCEQ capacity Analysis

An evaluation of the City's system was performed to determine if the system met the Texas Commission on Environmental Quality's (TCEQ's) minimum pumpage and storage requirements as outlined in Chapter §290.45 of the Texas Administrative Code. A summary of the applicable TCEQ minimum requirements is included below. TCEQ's requirements are based on the raw number of connections, which have been approximated based on the number of connections in the model and City GIS data.

TCEQ Minimum Requirements:

1. Well Pump Capacity: Two (2) or more wells having a total capacity of 0.6 GPM per connection.
2. Elevated Storage Capacity: Elevated storage capacity of 100 gallons per connection.
3. Elevated Storage Credit: If elevated storage capacity of 200 gallons per connection is provided, reduced service pumping requirements can be applied as discussed below.
4. Pressure Tank Capacity: For future systems, if elevated storage is not provided, a pressure tank capacity of 20 gallons per connection is required.
5. Total Storage Capacity (elevated and ground storage): Total storage capacity of 200 gallons per connection, inclusive of the 100-gallon minimum requirement listed above.
6. Service Pump Capacity:
   - 6.1 A minimum of two (2) pumps with a combined capacity of 2.0 GPM per connection, except for systems meeting one of the two requirements below.
     - 6.1.1 For systems that meet the elevated storage credit requirement listed above, a minimum of two (2) pumps with a combined capacity of 0.6 GPM per connection are required for each pump station or pressure plane.
     - 6.1.2 If only wells and elevated storage are provided, service pumps are not required.

The City's existing system is divided into three (3) pressure planes – IH-35, Scenic Hills, and Live Oak. For the TCEQ Capacity Analysis, IH-35 and Scenic Hills pressure planes have been grouped together as they receive water from the same supply point. The 2030 system meets all TCEQ capacity requirements. The number of projected connections for each pressure plane based on current number of connections and projected growth in the system is provided in Table 21, and TCEQ capacity results are summarized in Table 22 and Table 23.

Table 21: Projected 2030 Number of Connections per Pressure Plane

Pressure Plane	Existing Number of Connections	2030 Number of Connections
IH-35 + Scenic Hills	9,913	11,966
Live Oak	6,118	7,385
Total	**16,031**	**19,351**

Note: The capacity analysis in Table 22 and Table 23 below assume that all near-term and recommended 2030 projects are complete and in-service.

Table 22: 2030 TCEQ Capacity Analysis for IH-35 & Scenic Hills Pressure Planes

	IH-35 + Scenic Hills Plane Evaluation				
	TCEQ Requirements			System Check	
Total Supply Capacity [gpm]	0.6	gpm/conn	7,180	8,100	MEETS TCEQ REQUIREMENTS
Elevated Storage Capacity [gal]	100	gal/conn	1,196,000	3,500,000	MEETS TCEQ REQUIREMENTS
Elevated Storage Credit [gal]	200	gal/conn	2,393,200	3,500,000	MEETS TCEQ REQUIREMENTS
Total Storage Capacity [gal]	200	gal/conn	2,393,200	13,500,000	MEETS TCEQ REQUIREMENTS
Service Pump Capacity [gpm]	0.6	gpm/conn	7,180	11,600	MEETS TCEQ REQUIREMENTS

Table 23: 2030 TCEQ Capacity Analysis for Live Oak Pressure Plane

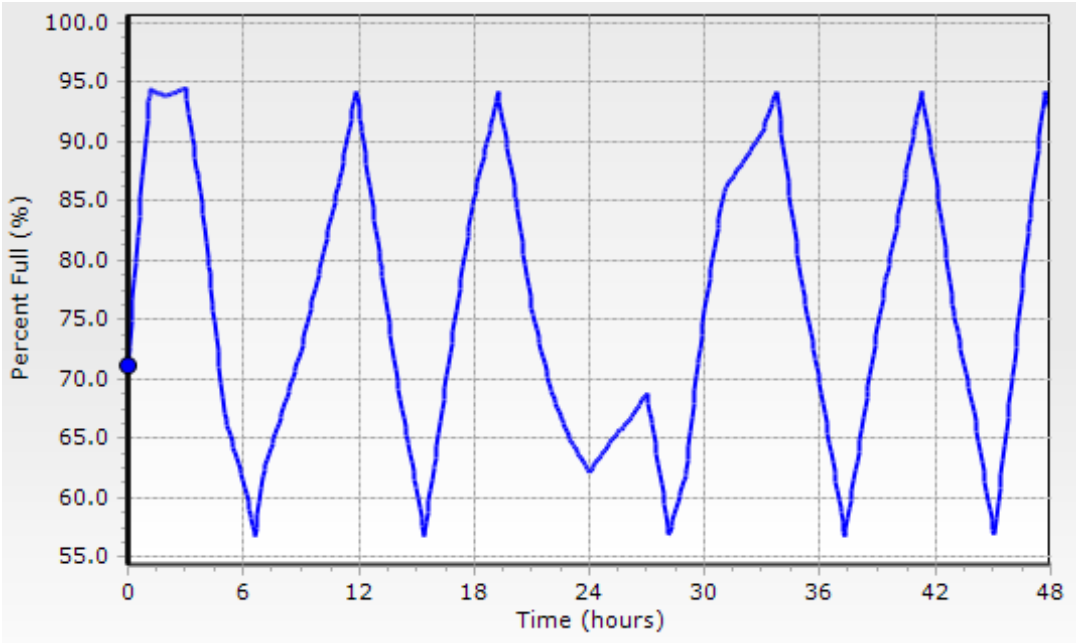
	Live Oak Pressure Plane Evaluation				
	TCEQ Requirements			System Check	
Total Supply Capacity [gpm]	0.6	gpm/conn	4,431	8,855	MEETS TCEQ REQUIREMENTS
Elevated Storage Capacity [gal]	100	gal/conn	738,500	2,500,000	MEETS TCEQ REQUIREMENTS
Elevated Storage Credit [gal]	200	gal/conn	1,477,000	2,500,000	MEETS TCEQ REQUIREMENTS
Total Storage Capacity [gal]	200	gal/conn	1,477,000	7,500,000	MEETS TCEQ REQUIREMENTS
Service Pump Capacity [GPM]	0.6	gpm/conn	4,431	12,600	MEETS TCEQ REQUIREMENTS

3.2.2.2 System Storage

The City's system includes five (5) elevated storage tanks (ESTs). Tank levels through the 2030 peak day scenario are illustrated in the following figures.

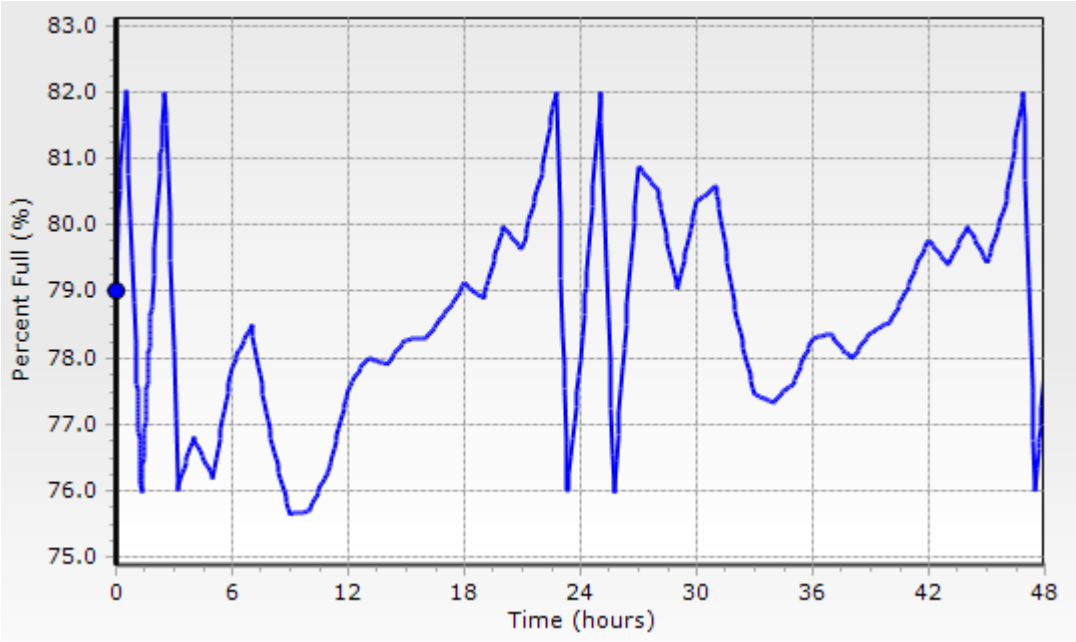
The Corbett EST is filled by the new Corbett pump station and is able to easily fill when the pump station is running. The lower water level can easily be manipulated based on the pump controls.

Figure 13: 2030 Peak Day Corbett EST Levels



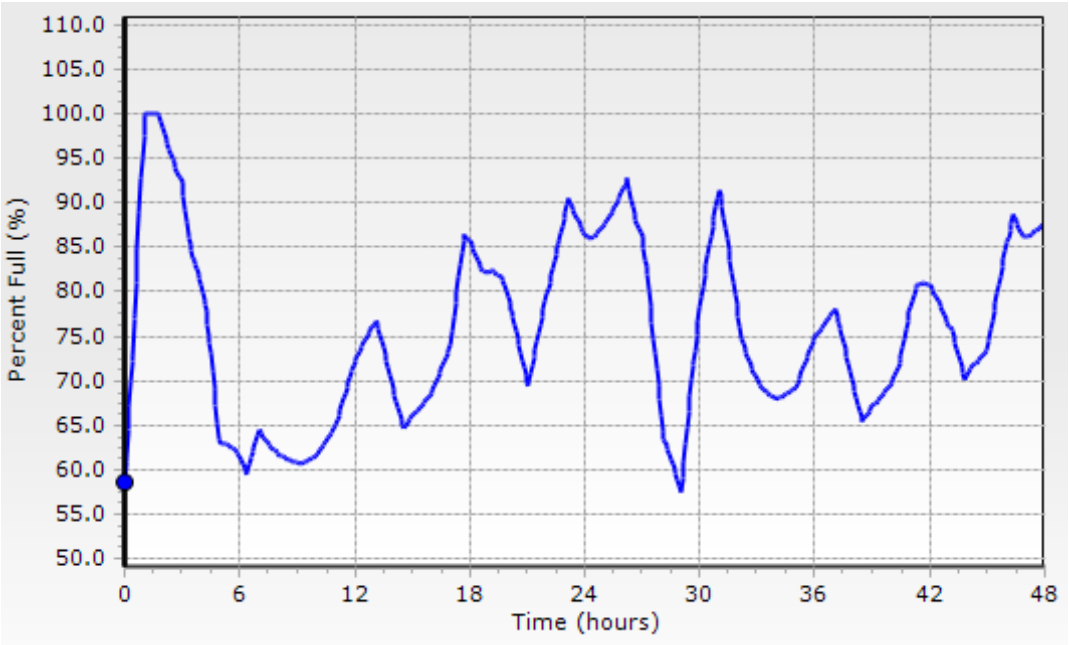
The Live Oak EST drains slightly during peak demand times of the day but is able to recover.

Figure 14: 2030 Peak Day Live Oak EST Levels



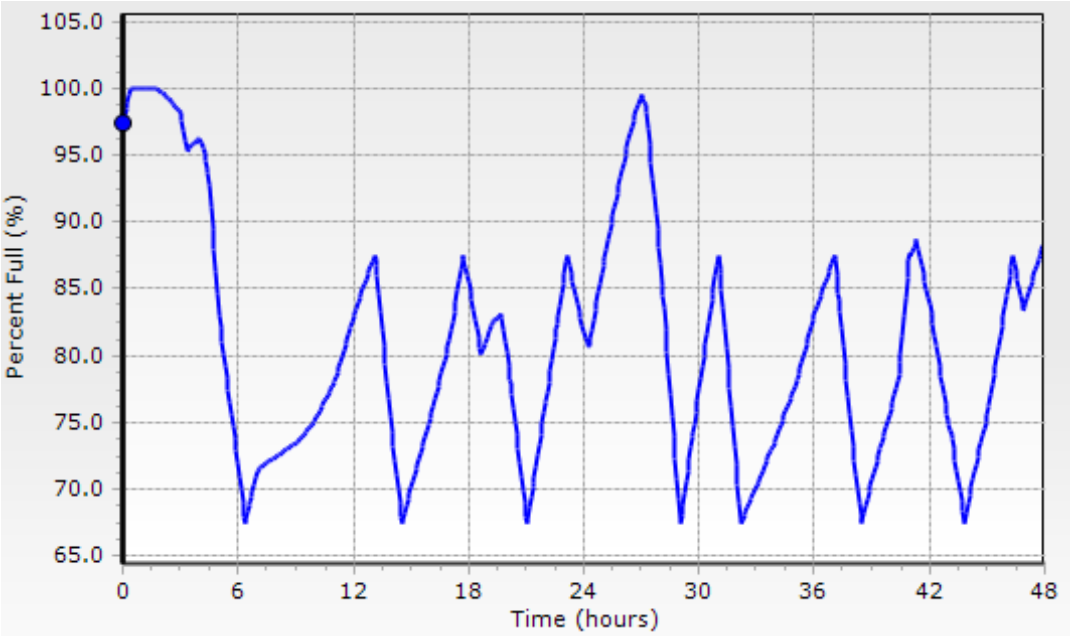
The Nacogdoches EST level fluctuates throughout the peak day simulation but is able to be filled with the well.

Figure 15: 2030 Peak Day Nacogdoches EST Levels



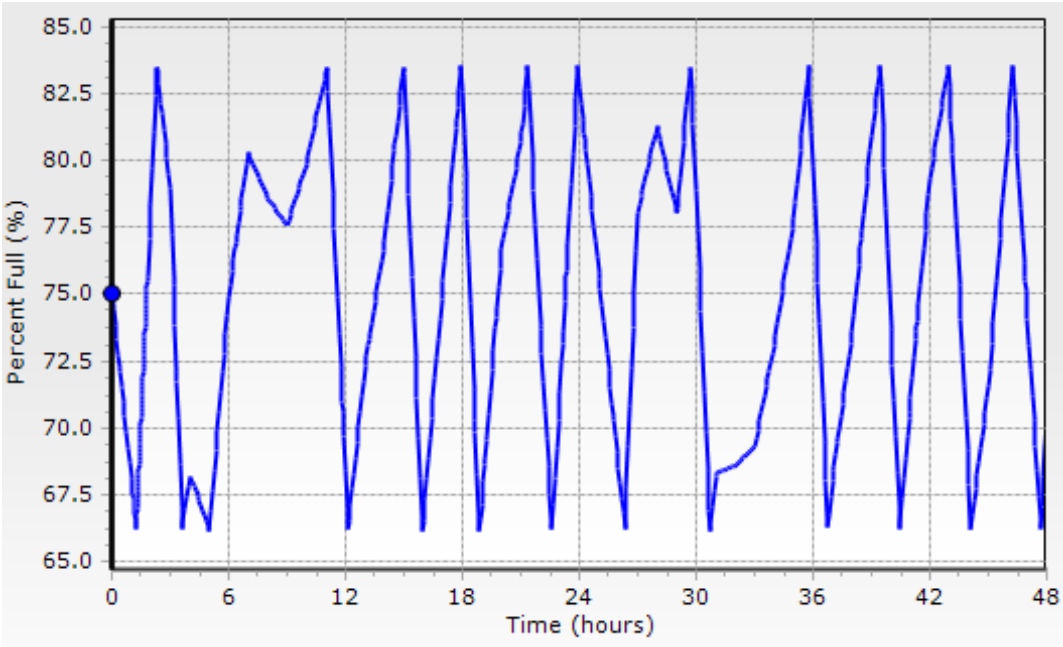
The IH-35 EST drains during the peak day simulation but is able to recover to initial levels around hour 27.

Figure 16: 2030 Peak Day IH-35 EST Levels



The Northcliffe EST levels fluctuate frequently throughout the day but can easily recover to initial levels.

Figure 17: 2030 Peak Day Northcliffe EST Levels



3.2.2.3 Fire Flow Analysis

The 2030 water system was evaluated to determine the best locations to simulate fire flow conditions for residential and commercial users. For residential fire flow, a 1,500 gpm fire flow demand was modeled. For commercial fire flow, a 3,500 gpm fire flow demand was modeled. For all fire flow analyses, a minimum system pressure of 20 psi is required per TCEQ. The fire flow nodes were selected at extremities of the system to represent the most conservative locations to achieve acceptable fire flow. The fire flow node locations are illustrated in Appendix 12. All modeled locations passed fire flow with the recommended 2030 system improvements.

3.2.2.4 2030 CIP Projects

Recommended CIPs for 2030 are listed in Table 24 and illustrated in Appendix 13.

Table 24: 2030 Water CIP Project Summary

CIP Number	Description	Notes
Growth Projects		
2030-W1	New 12" loop east of FM 3009, north of IH-35 (approximately 6,060 LF)	Serves new service area.
2030-W2	Raf Burnette Rd 12” WL Improvements	Serves new service area.
2030-W3	8” WL from Ray Corbett Dr to Lower Seguin Rd	Serves new service area.
2030-W4	Trainer Hale Rd 2” WL Replacement & 8” WL Improvement	Upgrades distribution system to current min. pipe size (8") to serve new service area.
2030-W5	Boenig Dr S 6” WL Replacement & 8” WL Improvement	Needed to meet growth in area and provide fire flow.
2030-W6	Live Oak to IH-35 24" Transmission Main	In progress, pending easement acquisition. Needed to meet growth and provide redundancy.
2030-W7	Ware Seguin Pump Station Expansion Phase 1	Needed to meet new growth in Ware Seguin area.
2030-W8	IH-10 8” WL Improvements	Needed to meet growth in area.
System Improvement Projects		
2030-W9	PRV Installation for Proposed Southwest Pressure Plane	Avoids high pressures and improves performance of Ware Seguin Pump Station.
2030-W10	River Rd 6” WL Replacement	Removes system bottleneck.
2030-W11	Undersized Pipe Replacement Program	Replacement of pipes ≤6”.
2030-W12	Asbestos Cement Pipe Replacement Program	Replacement of AC pipes.

3.2.2.5 2030 SSLGC Supply Need

As part of the modeling effort, the water supply needed from the Schertz-Seguin Limited Government Corporation (SSLGC) was evaluated. Schertz is currently contracted for 5,801 gpm (8,351 acre-ft per year). An additional 3,799 gpm SSLGC water supply capacity for a total of 9,600 gpm is recommended to meet the 2030 projected system demands.

3.2.3 2050 System Evaluation

The 2050 planning scenario is the final future scenario that was modeled. To develop the 2050 model, the 2030 model was updated to include the water demands associated with 2050 project land use. The model was run in average day, peak day, and fire flow conditions to identify improvements needed. A TCEQ capacity analysis was completed to confirm the system would meet TCEQ criteria with the recommended 2050 projects implemented.

3.2.3.1 TCEQ Capacity Analysis

The TCEQ capacity analysis was also performed for supply, storage, and pumping with recommended improvements through 2050 implemented. The 2050 system meets all TCEQ capacity requirements. The number of projected connections for each pressure plane based on

current number of connections and projected growth in the system is provided in Table 25, and TCEQ capacity results are summarized in Table 26 and Table 27.

Table 25: Projected 2050 Number of Connections per Pressure Plane

Pressure Plane	Number of Connections for TCEQ Capacity Analysis
IH-35 + Scenic Hills	16,846
Live Oak	10,397
Total	**27,243**

Note: The capacity analysis in Table 26 and Table 27 assume that all near-term, recommended 2030, and recommended 2050 projects are complete and in-service.

Table 26: 2050 TCEQ Capacity Analysis for IH-35 & Scenic Hills Pressure Planes

	IH-35 + Scenic Hills Plane Evaluation				
	TCEQ Requirements			System Check	
Total Supply Capacity [gpm]	0.6	gpm/conn	10,108	13,300	MEETS TCEQ REQUIREMENTS
Elevated Storage Capacity [gal]	100	gal/conn	1,684,600	3,500,000	MEETS TCEQ REQUIREMENTS
Elevated Storage Credit [gal]	200	gal/conn	3,369,200	3,500,000	MEETS TCEQ REQUIREMENTS
Total Storage Capacity [gal]	200	gal/conn	3,369,200	16,500,000	MEETS TCEQ REQUIREMENTS
Service Pump Capacity [gpm]	0.6	gpm/conn	10,108	13,300	MEETS TCEQ REQUIREMENTS

Table 27: 2050 TCEQ Capacity Analysis for Live Oak Pressure Plane

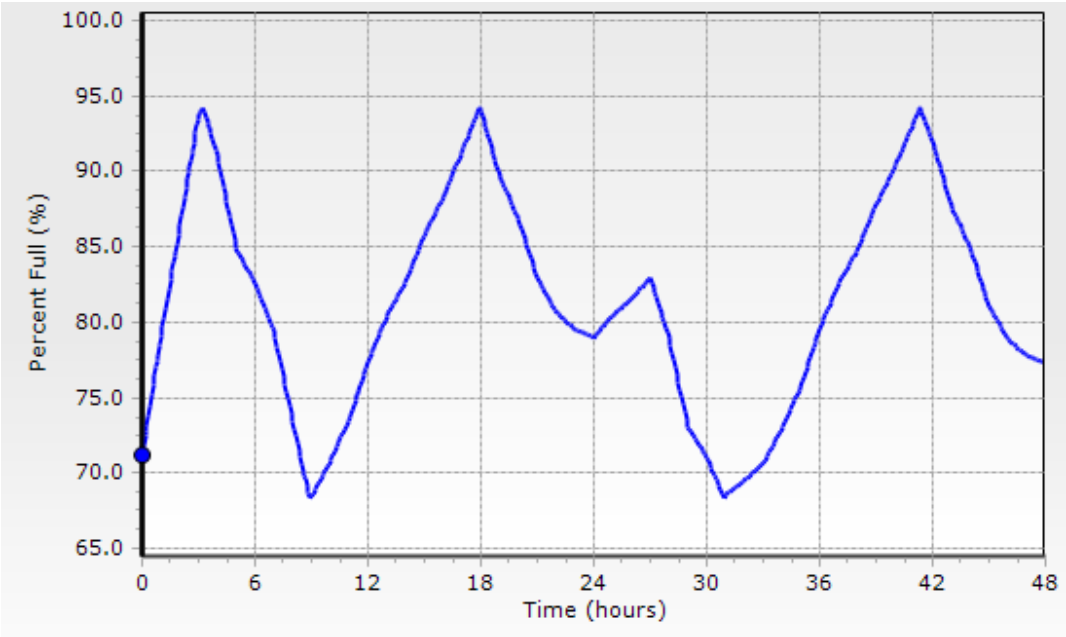
	Live Oak Pressure Plane Evaluation				
	TCEQ Requirements			System Check	
Total Supply Capacity [gpm]	0.6	gpm/conn	6,239	9,400	MEETS TCEQ REQUIREMENTS
Elevated Storage Capacity [gal]	100	gal/conn	1,039,700	2,500,000	MEETS TCEQ REQUIREMENTS
Elevated Storage Credit [gal]	200	gal/conn	2,079,400	2,500,000	MEETS TCEQ REQUIREMENTS
Total Storage Capacity [gal]	200	gal/conn	2,079,400	7,500,000	MEETS TCEQ REQUIREMENTS
Service Pump Capacity [GPM]	0.6	gpm/conn	6,239	13,000	MEETS TCEQ REQUIREMENTS

3.2.3.2 System Storage

The City's system includes five (5) elevated storage tanks (ESTs). Tank levels through the 2050 peak day scenario are illustrated in the following figures.

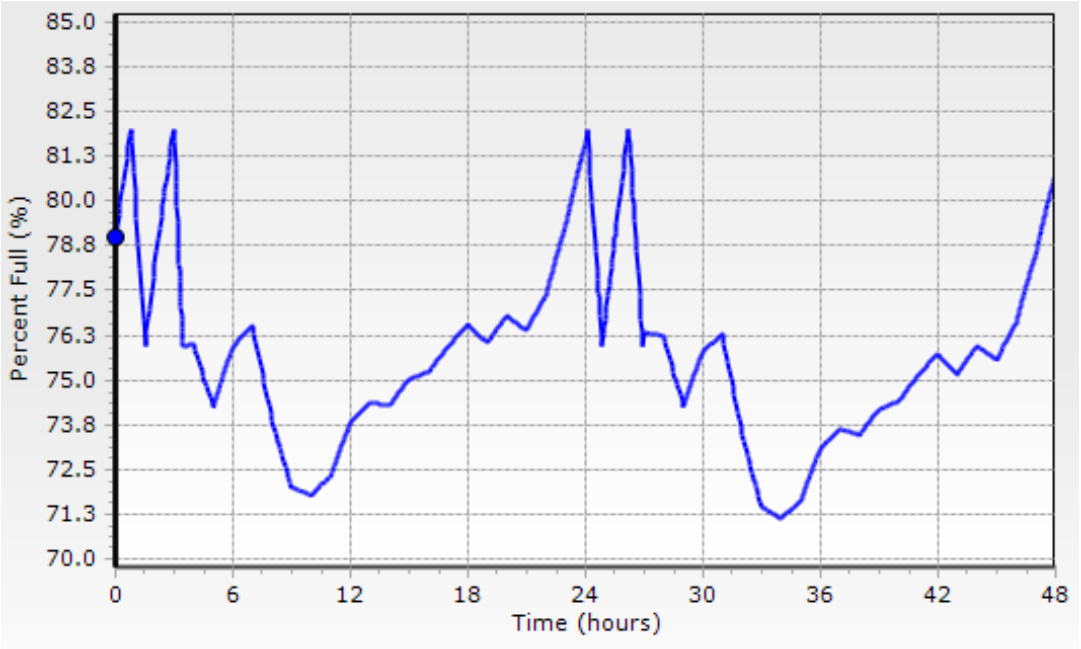
The Corbett EST is filled by the Corbett pump station and is able to easily fill when the pump station is running. The lower water level can easily be manipulated based on the pump controls.

Figure 18: 2050 Peak Day Corbett EST Levels



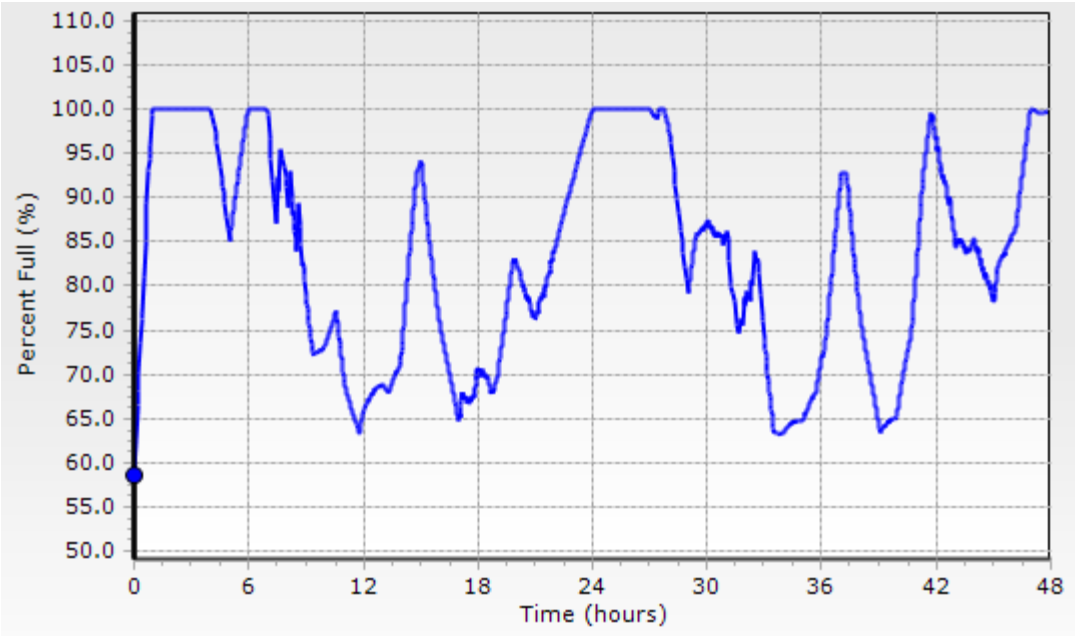
The Live Oak EST levels drop in the peak demand times but are able to recover to initial levels within 24 hours.

Figure 19: 2050 Peak Day LIve Oak EST Levels



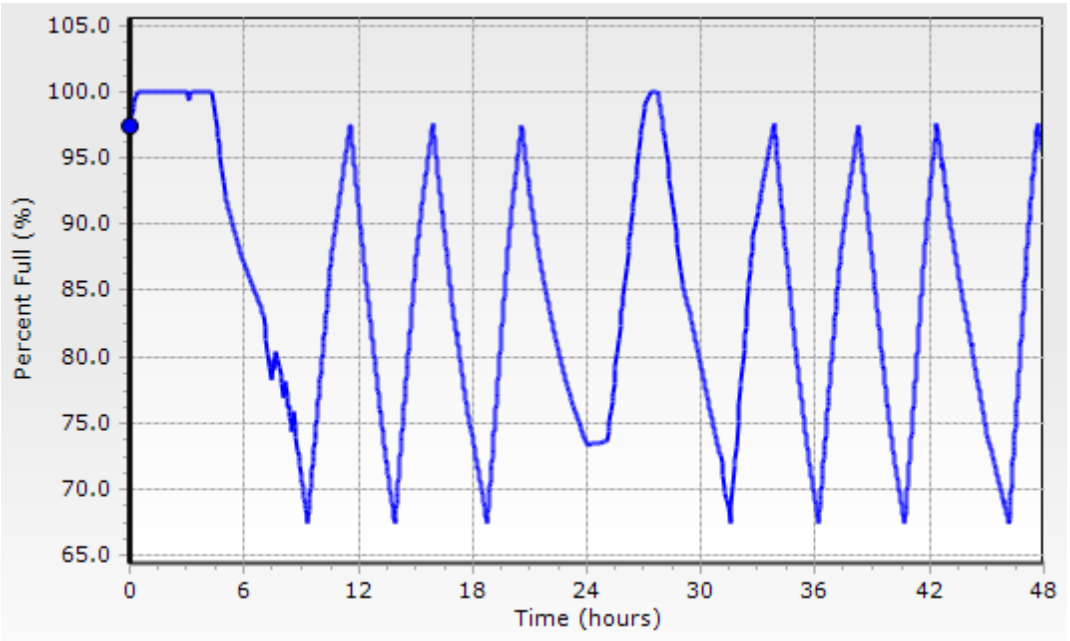
The Nacogdoches EST levels fluctuate throughout the peak day simulation but are able to easily recover.

Figure 20: 2050 Peak Day Nacogdoches EST Levels



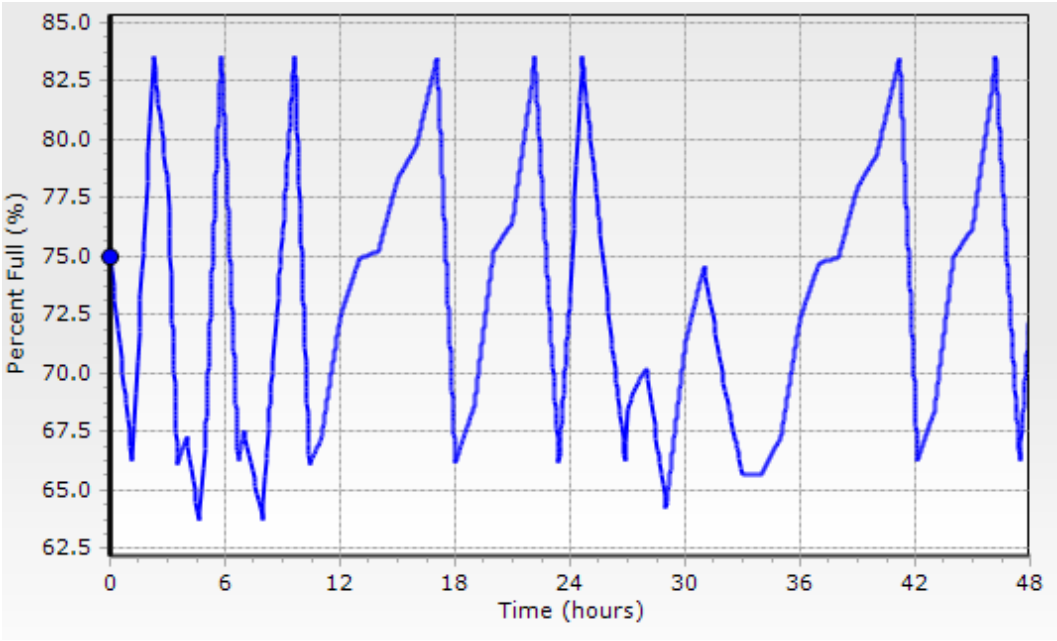
The IH-35 EST is fed by the new 2050 IH-35 pump station and is easily able to fill based on running the proposed pump station.

Figure 21: 2050 Peak Day IH-35 EST Levls



The Northcliffe EST level fluctuates frequently throughout the peak day simulation but is able to easily recover.

Figure 22: 2050 Peak Day Nortcliffe EST Levels



3.2.3.3 Fire Flow Analysis

The 2050 water system was evaluated to determine the best locations to simulate fire flow conditions for residential and commercial users. For residential fire flow, a 1,500-gpm fire flow demand was modeled. For commercial fire flow, a 3,500-gpm fire flow demand was modeled. For all fire flow analyses, a minimum system pressure of 20 psi is required per TCEQ. The fire flow nodes included all nodes included in the 2030 analysis with some additional nodes extending into new 2050 service areas. The fire flow node locations are illustrated in Appendix 14. All modeled locations passed fire flow with the recommended 2050 system improvements.

3.2.3.4 2050 CIP Projects

Recommended CIPs for 2050 are listed in Table 28 and illustrated in Appendix 15.

Table 28: 2050 Water CIP Project Summary

CIP Number	Description	Notes
Growth Projects		
2050-W1	Corbett Pump Station Expansion	Prevents low pressures throughout southern part of system
2050-W2	FM 2252 8” WL Improvements	Serves new service area
2050-W3	Ware Seguin Pump Station Improvements Phase 2	Prevents low pressures in Ware Seguin area
2050-W4	Beck St 6” WL Replacement	Upgrades distribution system to current min. pipe size (8") to serve new service area
2050-W5	Raf Burnette Rd 8” WL Improvements	Needed to meet growth in area
2050-W6	IH-35 Pump Station & 3.0 MG GST	Needed to meet growth in area
2050-W7	IH-10 and FM 1518 8” Improvements	Needed to meet growth in area
System Improvement Projects		
2050-W8	Lower Seguin Rd 8” WL Replacement	Needed for fire flow

3.2.3.5 2050 SSLGC Supply Needs

Additional water supply from SSLGC is needed for the 2050 planning scenario. A total of 16,965 gpm of SSLGC supply is recommended to meet the 2050 projected system demands.

3.2.4 Summary

The recommendations provided in this section were a collaborative effort with City staff and LAN to identify and model water system improvements to resolve near-term problems as well as meet the needs due to projected growth for the 2030 and 2050 planning periods. The water model should be maintained and updated as new projects are implemented and can be adjusted to address changes in development schedules.

4. WASTEWATER SYSTEM EVALUATION & CIP

A wastewater system model was created in Bentley Sewer GEMS by LAN using data provided by the City. LAN presented the model to the City during a meeting on September 10, 2020. Updates to the model were then made according to the comments from the City.

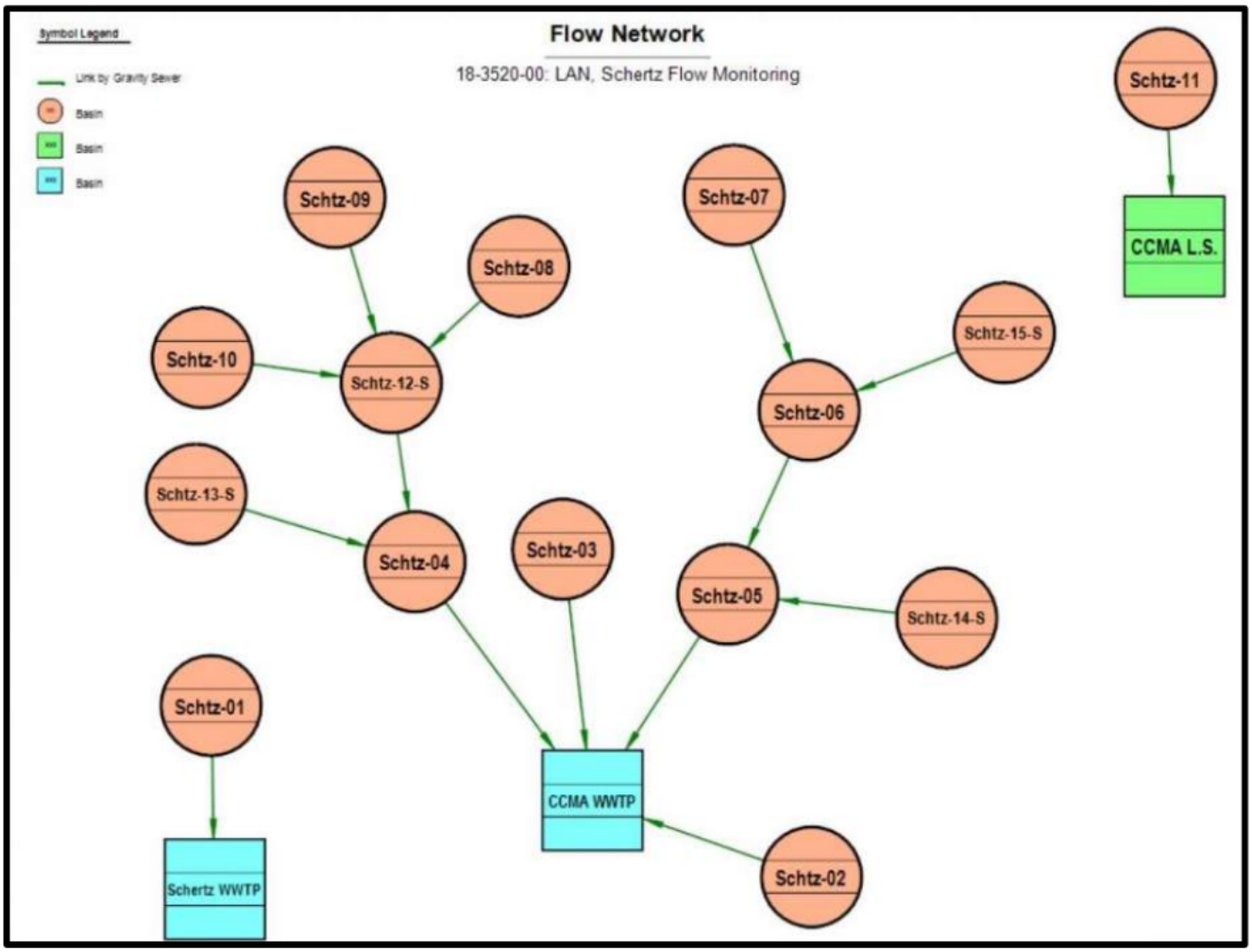
To evaluate the existing wastewater system, a reliable hydraulic model is needed. Model reliability is developed through hydraulic model calibration. Model calibration and simulation were performed using Sewer GEMS software which provided the tool and results necessary to assess the existing wastewater system under dry and wet weather conditions. The purpose of this technical memorandum (TM) is to summarize the calibration results for Average Day Flow (ADF) dry and wet weather conditions and to identify areas with hydraulic deficiencies in the City's wastewater system based on a design storm.

4.1 Modeling the Existing Wastewater System

4.1.1 Flow Monitoring and Rain Gauges

RJN Group installed 15 flow monitors in the City's wastewater system across a variety of gravity main sizes. The flow monitors recorded data in 5-minute increments from April through June of 2020. The goal of the flow monitoring was to record dry weather flows as well as wet weather flows during rain events. RJN also installed six rain gauges in concert with the flow monitors to collect the rainfall data. The rain gauges were located to capture spatial variation of rainfall across the sewer system in 5-minute increments. Appendix 16 illustrates placement of rain gauges, where the 15 flow monitors were placed in the City's sewer system and the boundaries of the corresponding sewer shed basin for each flow monitor. A schematic network of the flow monitor basins within the City's sewer system is provided in Figure 23.

Figure 23: Schematic of Flow Monitors in the City's Wastewater System



4.1.2 Dry Weather Calibration Criteria

The following guidelines were used as calibration criteria for dry weather calibration effort:

- The modeled and monitored flow hydrographs should follow closely in terms of the shape and magnitude.
- Timing of the high and low flows from the model and the flow monitors should be within 1-hour.
- The modeled and monitored peak flows should be within +/- 10% range.
- The modeled and monitored total volume should be within +/- 10% range.

4.1.3 Dry Weather Flows (DWF)

Developing base sanitary sewer loads for each sewershed basin is an iterative process. First, preliminary base loads were estimated by applying Traffic Analysis Zone (TAZ) population and employment data to each sewershed basin. A unique gallon per capita per day (gpcd) was estimated for each basin using the TAZ data and the flow monitoring data. These gpcds were then used to calculate the preliminary base load for each basin which was input into the model.

Second, Tuesday May 26, 2020, was chosen as the dry weather calibration day due to the lack of any rainstorms on that day and the consistency in the monitoring across all 15 of the flow monitors within this 24-hour period. Next, a 24-hour Extended Period Simulation was run in the model and the results were compared to the flow monitoring data collected on the chosen dry weather calibration day. Based on this comparison, adjustments were made to the base load and diurnal pattern for each basin until the model results met the dry weather calibration criteria.

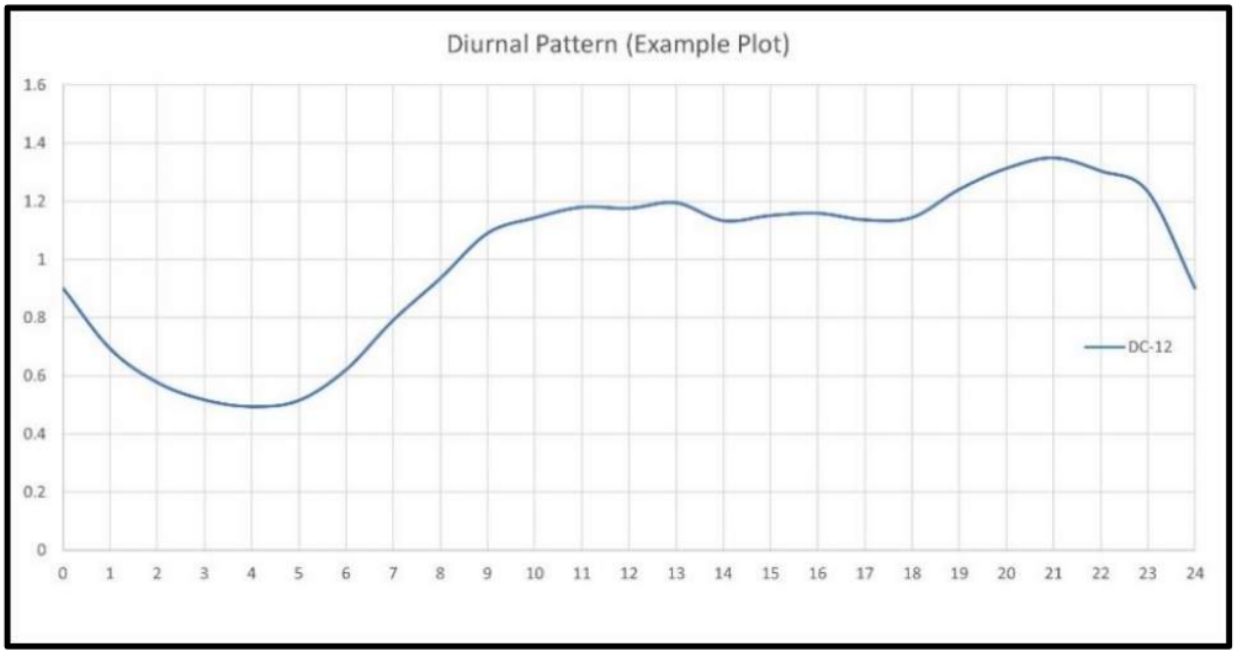
Some adjustments to the preliminary sanitary loading were significant because the TAZ polygon data which were used to calculate the initial base load estimates are on a large scale. These adjustments were needed to represent the density of load distribution more accurately in the system. To further refine the sanitary loading in the system, point loads were applied to represent significantly large contributors such as apartment buildings or schools. A summary of the adjustments made per basin is provided in Table 29.

Table 29: Dry Weather Sanitary Load & Diurnal Curve Adjustment Summary

Flow Monitor Basin	Adjustment(s) Made
FM-01	Sanitary loading reduced by 62.5%
FM-02	Diurnal curve adjusted by one timestep; Sanitary loading reduced by 20%
FM-03	Sanitary loading reduced by 20%
FM-04	None
FM-05	This basin had several added demands for one apartment building (0.1 mgd), local businesses (0.04 mgd), and two schools (0.03 mgd); Increased loading by 50%
FM-06	Added institute loading (0.1 mgd) and business loading (0.123 mgd)
FM-07	Sanitary loading increased by 15%
FM-08	Diurnal curve adjusted by one timestep; Sanitary loading increased by 20%
FM-09	Diurnal curve adjusted by one timestep; Sanitary loading increased by 25%
FM-10	Diurnal curve adjusted by half an hour; Added sanitary loading for the FedEx lift station (0.1 mgd)
FM-11	Reduced sanitary loading by 10%
FM-12	Added sanitary loading (1.15 mgd) on the manhole at the intersection of Wiederstein Rd. and Ike Ln. to represent flow from City of Selma
FM-13	None
FM-14	None
FM-15	Reduced sanitary loading by 10%

Figure 24 provides an example of a diurnal pattern developed for flow monitor basin FM-12.

Figure 24: Example Plot of Diurnal Pattern



4.1.4 Dry Weather Calibration Results

The dry weather calibration was an iterative process involving adjustment of base sanitary loadings, diurnal curves, and point loads. Eventually, the adjustment process produced results that fit the calibration criteria. Figure 25 presents a typical plot of observed versus modeled dry weather flows (FM-06). Graphs for the 15 flowmeter basins are provided in Appendix 17.

Figure 25: Sample Dry Weather Calibration Plot

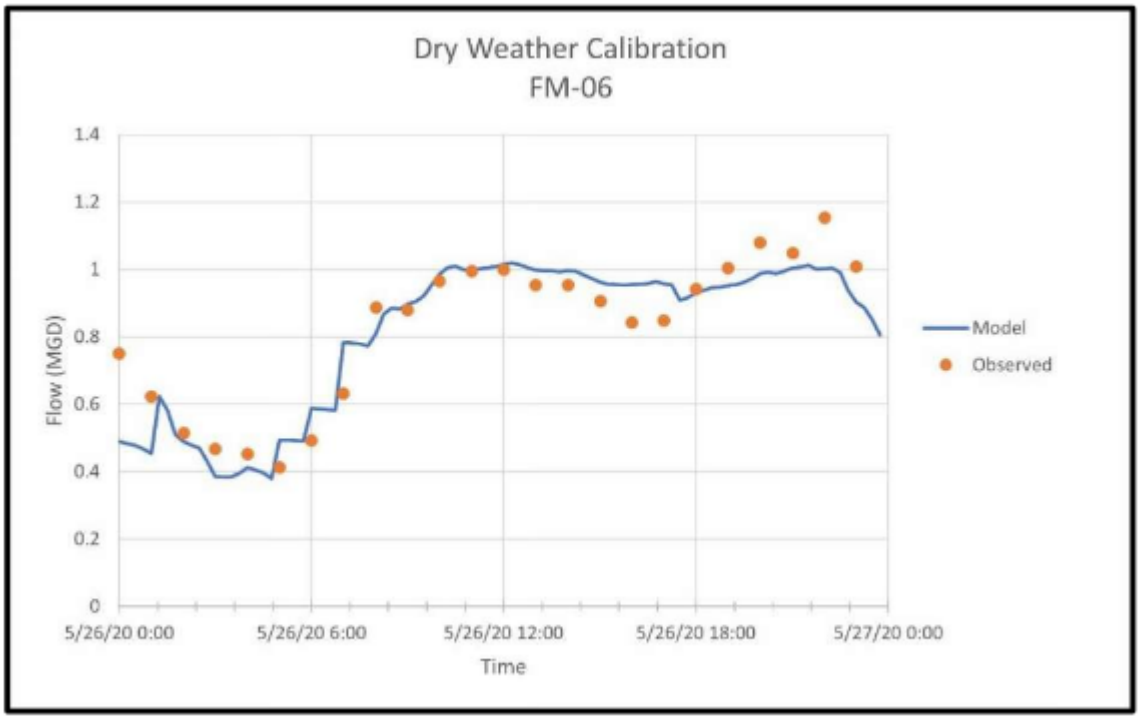


Table 30 shows the dry weather calibration results for the 15 flow monitoring locations.

Table 30: Dry Weather Calibration Results

Flow Meter Basin	Peak Flow (mgd)			Volume (Million Gallons)		
	Model	Monitor	% Difference	Model	Monitor	% Difference
FM-01	0.074	0.076	-2.7%	0.0521	0.0512	1.6%
FM-02	0.073	0.075	-2.2%	0.0554	0.0535	3.6%
FM-03	0.301	0.361	-16.6%	0.2582	0.245	5.5%
FM-04	3.561	3.525	1.0%	2.4641	2.6665	-7.6%
FM-05	1.905	1.894	0.6%	1.4374	1.3983	2.8%
FM-06	1.019	1.154	-11.7%	0.8127	0.8255	-1.6%
FM-07	0.218	0.215	1.5%	0.1751	0.1717	1.9%
FM-08	0.151	0.156	-3.2%	0.1068	0.1241	-13.9%
FM-09	0.178	0.181	-1.4%	0.1104	0.1082	2.0%
FM-10	0.628	0.533	17.9%	0.3645	0.3341	9.1%
FM-11	1.462	1.053	38.9%	0.7732	0.7980	-3.1%
FM-12	2.355	2.454	-4.0%	1.7350	1.8006	-3.6%
FM-13	0.662	0.676	-2.0%	0.5324	0.5428	-1.9%
FM-14	0.253	0.250	1.3%	0.1649	0.1635	0.8%
FM-15	0.271	0.266	1.8%	0.2185	0.2117	3.2%

As shown in Table 30, dry weather calibration reached reasonable results with most basins meeting the calibration criteria. There are few flow monitor basins that do not fully meet the criteria described above. Those basins are FM-03, FM-08, FM-10, and FM-11. All these basins have lift stations upstream of the monitoring locations which directly affect the model results. For basins FM-03 and FM-11, assumptions were made for the lift stations within the basin. Those assumptions were provided in the Existing Wastewater System TM (September 4, 2020). The FM-08 basin has eight lift stations. Without accurate pump curves and pump operations for all the lift stations in these basins, the results are satisfactory with the current level of accuracy achieved. In addition to the City-owned lift stations in basins FM-03 and FM-11, there are several privately owned lift stations that contribute to the overall sanitary loadings in the wastewater system. Pump curves for these smaller lift stations were not available, therefore pump curves were assumed for modeling purposes. The following lift stations are privately owned: Aquatic Center, FedEx, & Fire Station 3. For Basins FM-06 and FM-10, calibration was performed by assuming sanitary loadings for business and institutes in the basins (see Table 29 for the specific adjustments performed on each basin).

4.1.5 Wet Weather Calibration Criteria

Wet weather calibration is necessary along with dry weather calibration to adequately model the effects that rainfall derived inflow and infiltration (RDII) have on the wastewater system. The following guidelines were used as calibration criteria for WW calibration effort:

- The hydrographs (modeled and observed) should closely reflect the same shape and magnitude.
- The peaks and troughs of the hydrographs (modeled and observed) should be within one hour.
- The modeled and monitored peak flows should be within +/- 15% range.
- The modeled and monitored total volume should be within +/- 15% range.

4.1.6 Calibration Rainfall Event

Six rain gauges were installed for the duration of the flow monitoring period to record rainfall events. Review of the observed rainfall and flow monitoring data identified a distinct rain event with reliable flow monitoring data that could be used for wet weather calibration. Table 31 summarizes the rainfall event identified for wet weather calibration at the six rain gauges.

Table 31: Rainfall Event Properties

Rain Gauge	Date/Time	Total Precipitation (inch)
RG-01	5/24/20 8PM – 5/25/20 6AM	2.46
RG-02	5/24/20 8PM – 5/25/20 6AM	2.18
RG-03	5/24/20 8PM – 5/25/20 6AM	1.43
RG-04	5/24/20 8PM – 5/25/20 6AM	1.81
RG-05	5/24/20 8PM – 5/25/20 6AM	1.71
RG-06	5/24/20 8PM – 5/25/20 6AM	2.36

Because there were only six rain gauges for the 15 flowmeter basins, it was necessary to make assumptions as to which rain data to associate with each basin. Table 32 presents those assumptions.

Table 32: Rain Gauge Data Assumptions

Flow Meter Basin	Corresponding Rain Gauge(s)
FM-01	RG-01
FM-02	RG-O1
FM-03	RG-02 & RG-05
FM-04	RG-02 & RG-05
FM-05	RG-02
FM-06	RG-04 & RG-06
FM-07	RG06
FM-08	RG-05
FM-09	RG-05
FM-10	RG-04
FM-11	RG-03
FM-12	RG-05
FM-13	RG-05
FM-14	RG-05
FM-15	RG-06

In addition to the basins listed above, the SARA and Hallie's Cove Outfalls were associated with RG-01 data because no rain monitoring took place in those areas.

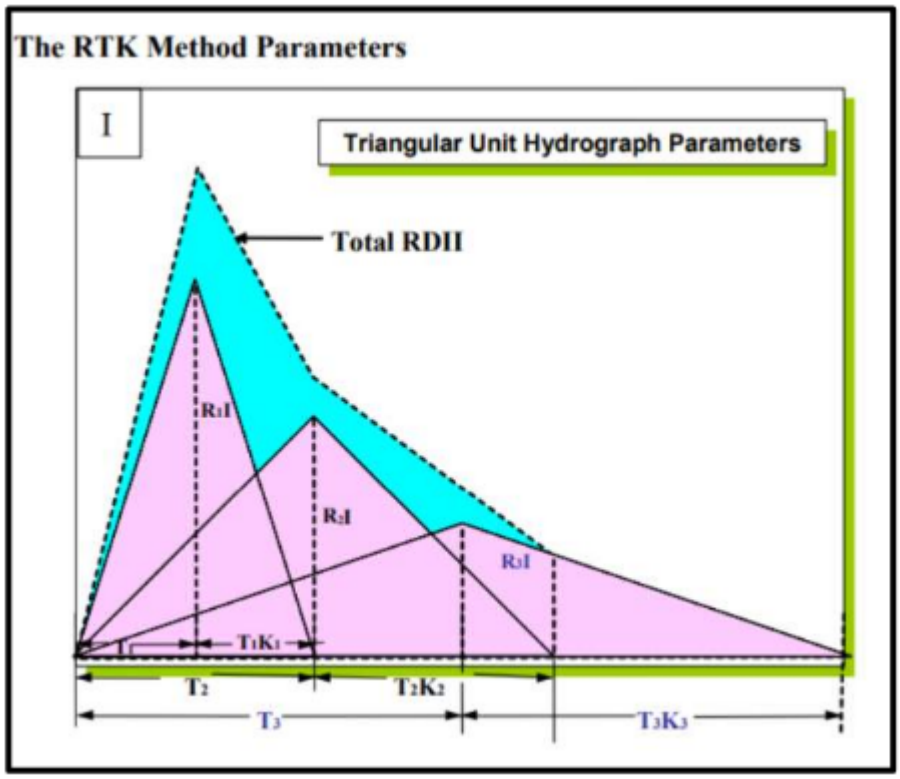
4.1.7 Wet Weather Flow Characterization

To calibrate for wet weather, the RTK Method was used in the model to predict the sanitary sewer system's short-, medium-, and long-term response to a rainfall event. These parameters, developed using the flow monitoring data recorded in the field, are applied in the model so that results are representative of field conditions. The R, T, and K parameters are defined as follows:

- R - fraction of precipitation that enters the sanitary sewer system
- T - the time to peak of the hydrograph
- K - the ratio of the 'time of recession' to the 'time to peak'.

How these parameters are used to generate the short-, medium-, and long-term unit hydrographs used in the model is illustrated in Figure 26.

Figure 26: RTK Method Parameters



The RTK method creates a triangle from the three values with a separate triangle made for each type of response (short, medium, and long). The final hydrograph is represented by the addition of the three triangles. Therefore, this method uses a total of 9 parameters (3 RTK parameter sets for each of the 3 triangles that represent the short, medium, and long-term responses.)

LAN assigned a RTK hydrograph to each of the flow monitoring locations that would represent the response to the rainfall. Then, iterative model runs were used to adjust the RTK parameters until the model outputs and flow monitoring were within tolerances specified by the calibration criteria. A 30-hour extended period simulation (EPS) scenario for wet weather calibration was created for the following period: Sunday May 24, 2020, through 6:00 AM on Monday May 25, 2020.

There can be some variations between a sewer's diurnal pattern on a weekday vs. a weekend. Because the rainfall event selected to use for wet weather calibration occurred on a weekend, the flow monitoring data was used to develop an adjusted diurnal pattern that represents the behavior of system base flows on a weekend. The weekend diurnal pattern was applied to the base sanitary loads in the system for the wet weather calibration. Accurately representing the pattern of the base flow will prevent the over or under estimation of the system's response to rainfall with the development of the RTK parameters.

4.1.8 Wet Weather Calibration Results

Using the data from the six rain gauges, the flow monitoring data and the RTK hydrographs, the model was calibrated. With the rain data collected and assigned to the separate flow monitor basins, the RTK hydrograph values were estimated for each basin. Table 33 lists calibrated RTK parameters for wet weather calibration for each flowmeter basin.

Table 33: Calibrated RTK Parameters

Meter Basin	R1	T1	K1	R2	T2	K2	R3	T3	K3
FM-01	0.001	0.5	1.6	0.001	1	2.5	-	-	-
FM-02	0.001	0.75	1.4	0.001	3.5	1.8	-	-	-
FM-03	0.002	1.75	1.2	0.001	3	1.4	-	-	-
FM-04	0.001	4	2	-	-	-	-	-	-
FM-05	0.001	0.5	1.4	0.001	4	1.6	-	-	-
FM-06	0.01	2.2	0.8	0.001	2.5	1.6	0.003	5	1.2
FM-07	0.001	0.5	1.4	0.001	3	1.6	-	-	-
FM-08	0.001	1	1	-	-	-	-	-	-
FM-09	0.001	1	1	-	-	-	-	-	-
FM-10	0.001	1	1	-	-	-	-	-	-
FM-11	0.001	1	1.4	-	-	-	0.01	4	1.75
FM-12	0.1	2	1.2	0.07	4	1.5	0.01	4	1.75
FM-13	0.5	4	1.4	0.2	5	1.6	0.1	7	1.75
FM-14	0.001	0.75	1.4	-	-	-	-	-	-
FM-15	0.001	1	1.4	0.001	3	1.6	-	-	-

Figure 27 presents a typical plot of observed versus modeled wet weather flows (FM-06). Wet weather graphs for the 15 flowmeter basins are shown in Appendix 17.

Figure 27: Sample Wet Weather Calibration Plot

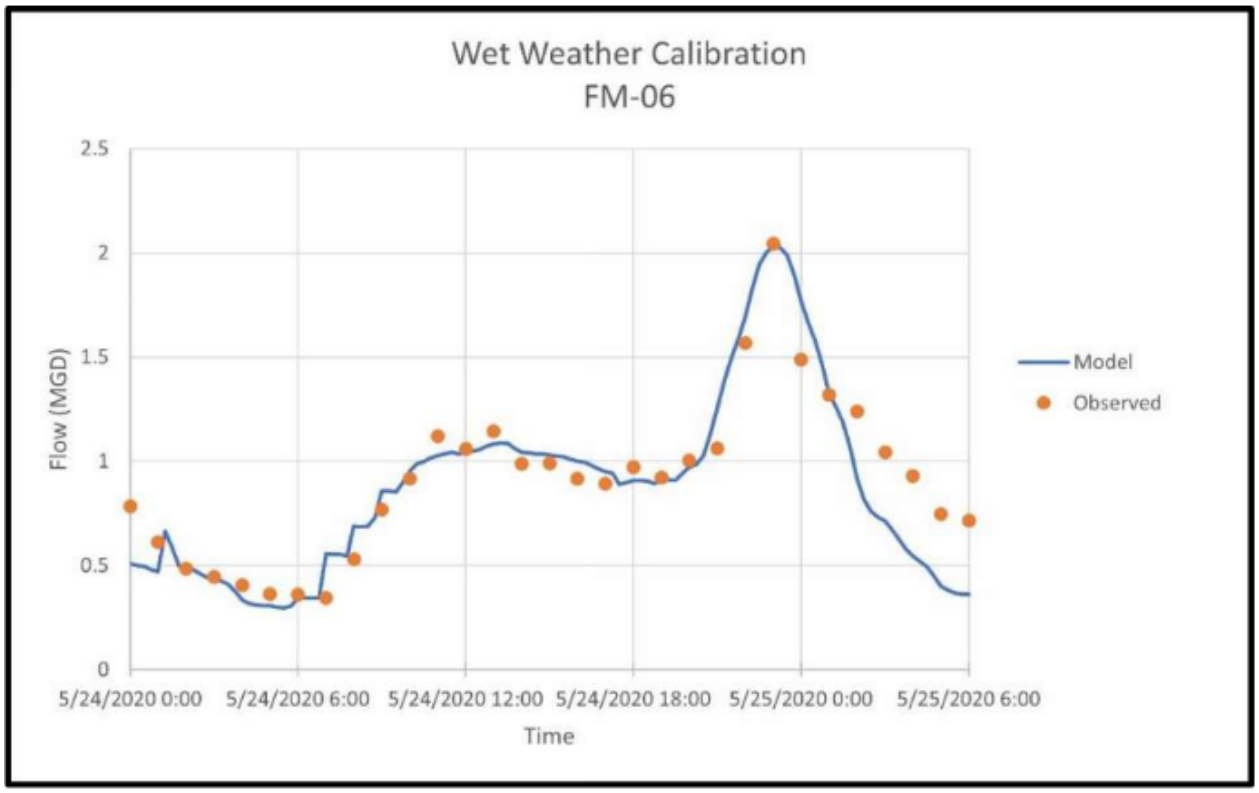


Table 34 documents the results of the wet weather calibration for all 15 flowmeter basins.

Table 34: Wet Weather Calibration Results

Flow Meter Basin	Peak Flow (mgd)			Volume (Million Gallons)		
	Model	Monitor	% Difference	Model	Monitor	% Difference
FM-01	0.078	0.08	-2.5%	0.043	0.039	10.3%
FM-02	0.103	0.095	8.4%	0.055	0.05	10.0%
FM-03	0.672	0.711	-5.5%	0.298	0.259	-15%
FM-04	6.489	5.014	29.4%	2.874	2.745	4.7%
FM-05	2.87	2.45	17.1%	1.456	1.42	2.5%
FM-06	2.031	2.043	-0.6%	0.877	0.949	-7.6%
FM-07	0.304	0.3	1.3%	0.162	0.145	11.7%
FM-08	0.1529	0.153	-0.1%	0.1	0.097	3.1%
FM-09	0.162	0.165	-1.8%	0.097	0.095	2.1%
FM-10	0.474	0.413	14.8%	0.23	0.255	-9.8%
FM-11	1.739	1.124	54.7%	0.845	0.715	18.2%
FM-12	5.261	5.396	-2.5%	2.029	1.868	8.6%
FM-13	0.738	0.754	-2.1%	0.546	0.519	5.2%
FM-14	0.259	0.263	-1.5%	0.159	0.152	4.6%
FM-15	0.273	0.298	-8.4%	0.169	0.204	-17.2%

Wet weather calibration reached reasonable results with most basins meeting the calibration criteria. There were few flow monitor basins that do not fully meet the wet weather calibration criteria. Those basins were FM-04, FM-11, and FM-15. Like dry weather calibration, inaccurate pump curves and pump operation for lift stations within these basins could adversely affect the model

results. In addition, FM-11 flowmeter data seems to be erroneous at some time periods. Looking at the FM-04 graph in Appendix 18 and comparing its peak flow with upstream contributing flowmeter basins (FM-12 and FM-13), the observed FM-04 peak flow (5 mgd) is lower than summation of peak flows at FM-12 (5.4 mgd) and FM-13 (0.75 mgd). In fact, summing up the observed peak flows at FM-12 and FM-13 (6.15 mgd) provides a peak flow closer to the modeled peak flow at FM-04. This discrepancy might be related to erroneous flowmeter data at FM 04 or there might be an unknown unmetered interconnect with leaving flows to another basin from FM 04. For FM-15, the observed flows at 5/25/20 from 0:00 to 6:00 AM seems too high, as the rain started to diminish around that time based on the recording at RG-03, which indicates flows cannot be as high as the FM-15 showed during that time period.

4.1.9 RDII Assessment

The flow monitoring data for the calibration days were used to assess the sewer system susceptibility and response to RDII. Table 35 shows the wet weather peaking factors (peak WWF/average DWF).

Table 35: Calibration Event Wet Weather Peaking Factors for Metered Basins

Flow Monitor Basin	Average DWF (mgd)	Peak WWF (mgd)	Peaking Factor
FM-01	0.05	0.08	1.6
FM-02	0.053	0.095	1.8
FM-03	0.247	0.378	1.5
FM-04	2.7	3.025	1.1
FM-05	1.4	1.894	1.4
FM-06	0.83	2.043	2.5
FM-07	0.17	0.3	1.8
FM-08	0.1	0.15	1.5
FM-09	0.11	0.165	1.5
FM-10	0.32	0.41	1.3
FM-11	0.8	1.12	1.4
FM-12	1.82	5.4	3
FM-13	0.55	0.64	1.2
FM-14	0.16	0.25	1.6
FM-15	0.21	0.27	1.3

Only FM-06 and FM-12 had substantial RDII response. The rest of the basins did not have significant RDII response based on the flow monitoring data for the calibration days.

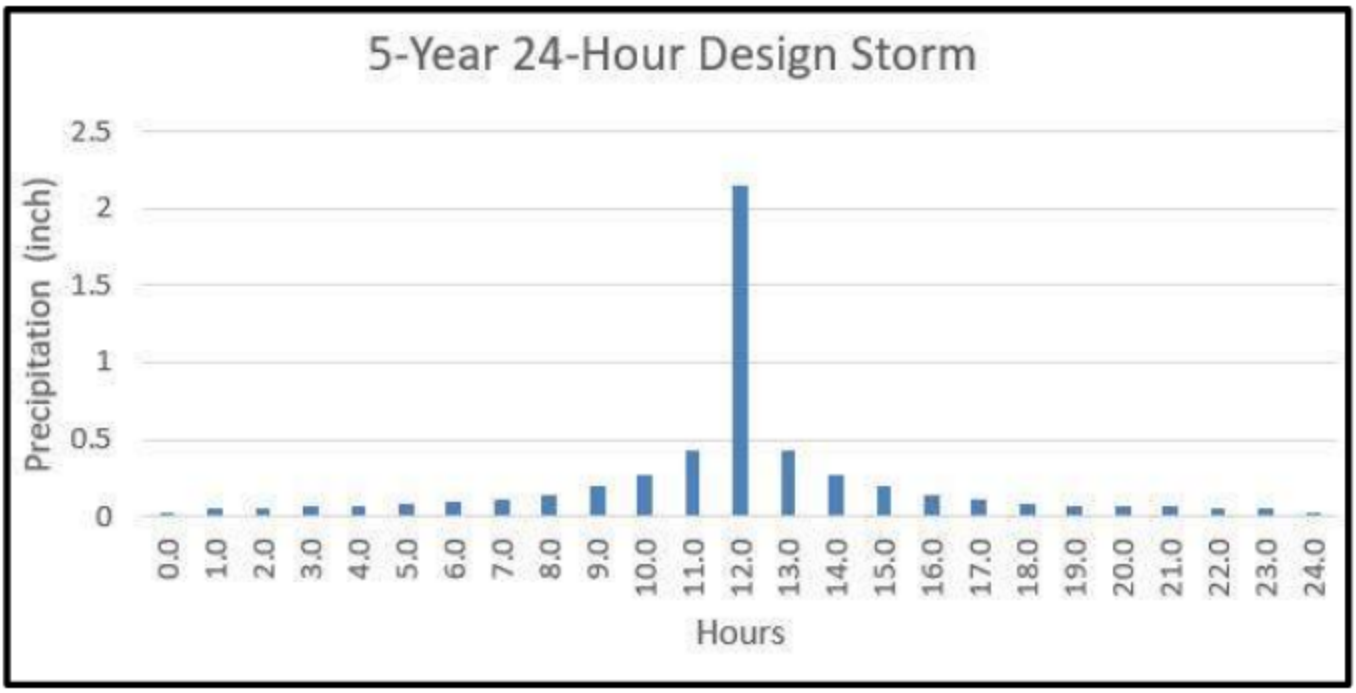
4.2 Existing Wastewater System Evaluation

4.2.1 Design Storm

To evaluate the existing wastewater system, a 5-year design storm with a 24-hour duration was applied to the calibrated model. For the City of Schertz, the rainfall depth provided in the National Oceanic and Atmospheric Association's Atlas 14 precipitation frequency estimates is 5.3-inches.

The rainfall depth was distributed over time using the Soil Conservation Service (SCS) rainfall distribution type III. Figure 28 shows the hyetograph of the design storm used for this evaluation.

Figure 28: 5-Year 24 Hour Design Storm



4.2.2 System Evaluation

The 5-year 24-hour design storm shown in Figure 28 was then applied to the City's calibrated model for system evaluation. The following criteria were used to evaluate the existing wastewater system and identify potential problem areas:

- Sanitary Sewer Overflows (SSO) at manholes
- Surcharged gravity mains

The majority of the SSOs and surcharged lines in the system are located on the 10-inch CCMA line which parallels Roy Richard Dr. and the 30-inch CCMA line which follows the drainage channel from I-35 down to the outfall at Cibolo Creek. Some surcharging and SSOs were also predicted by the model in the Northcliffe area around the I-35 corridor. The extents and locations of these SSOs and surcharged lines for the existing system evaluation results are presented in Appendix 19.

4.2.3 Summary

Using data collected from the flow monitors and rain gauges, the wastewater hydraulic model for the City of Schertz was calibrated for both dry and wet weather flows. The model calibration reached the required level of accuracy for both calibration scenarios. Further accuracy may be achieved with the provision of further data such as pump curve information and detailed customer sanitary sewer flow information for certain areas.

Following the model calibration, the City's wastewater system was evaluated based on a 5-year, 24-hour design storm for wet weather condition. The total number of SSOs found to be 21 (7 of these 21 SSOs are on lines owned by the City) which is less than 1 percent of the total number of manholes. The total length of sewer found to be capacity deficient (maximum flow greater than pipe full capacity)

was approximately 52,000-feet (of which approximately 22,500-feet is owned by the City). This is about 5.7 percent of the total existing conduits length.

The next phase of the modeling process is a future model evaluation. This phase of the modeling includes running the model with population predictions based on the future TAZ population data and recommendations for future system improvements as part of the City's capital improvement plan. This evaluation will be described in the next section.

4.3 Future Wastewater System Evaluation & CIPs

The City contracted LAN to conduct the wastewater system improvement analysis and update the Capital Improvements Plan (CIP). This effort requires developing a future sanitary sewer representation model of the City's collection system based on anticipated growth areas. Future Average Dry Weather Flow and Wet Weather Flow scenarios for 10-year and 30-year were developed. The purpose of this section is to summarize the results of the future wastewater system improvement analysis and list the 10-year and 30-year wastewater system CIPs.

4.3.1 Future Modeling Methodology

The future scenarios assumed increases in residential and commercial/industrial developments based on information about planned development projects provided by the City. LAN used the City's calibrated model for dry and wet weather scenarios as the base for this analysis and allocated wastewater sanitary loads to the wastewater hydraulic model using the projected water demands developed for the Schertz water hydraulic model. To generate the sanitary loads, a return rate of 70% was applied to water demand at each node. Then GIS tools were used to determine which demand nodes fell within the existing wastewater service areas. If a demand node fell outside an existing service area, new interceptors were recommended to connect them to an existing or future wastewater treatment plant. Using Thiessen polygon and Loadbuilder tools from SewerGEMS, the sanitary loads were allocated to the nearest manholes in the model. Table 36 presents the existing and future average dry weather flow projections.

Table 36: Dry Weather Flow Projections

Condition	Estimated Average DWF (MGD)	% Increase
Existing	5.2	-
10-yr (2030)	6.4	23.0
30-yr (2050)	7.4	42.3

Future scenarios were created in the model for the 10-year (2030) and 30-year (2050) increments, along with their respective sanitary loads to simulate the future growth anticipated by the City. Diurnal curves were developed from the field monitoring data for the existing system model and then used to distribute the future average dry weather sanitary flows over 24 hours. Analysis began on the 2030 scenario to evaluate the system and to find where the required improvements to the existing system are, besides any future projects to accommodate the new growth areas.

4.3.1.1 Hydraulic Criteria

Hydraulic criteria used for this analysis include capacity deficiency and design criteria. Capacity deficiency criteria identify the need to replace an existing facility, while design criteria determine the size of new facilities. These criteria were established based on the Texas Commission on Environmental Quality (TCEQ) and engineering best practices. Table 37 lists a summary of capacity deficiency criteria used for the existing system in this analysis.

Table 37: Capacity Deficiency Criteria for Existing Facilities

Item	Recommended Value
Maximum Allowable Flow Depth	No sanitary sewer overflows (SSOs)
Force Main Velocity	Maximum velocity of 8 ft/s under peak wet weather flow
Pump Station Capacity	Peak design flow (from 5-year, 24-hour design storm) not to exceed firm capacity (i.e., capacity with the largest pump out of service)

Table 38 lists a summary of design criteria used for new sewer facilities.

Table 38: Design Criteria for New Sewer Facilities

Item	Recommended Value
Maximum Allowable Flow Depth	Maximum depth-to-diameter (d/D) of 1.0 (full pipe) under peak design flow (from 5-year, 24-hour design storm)
Force Main Velocity	Minimum velocity of 2 ft/s (for a pump station with two pumps, with one pump in operation) Maximum velocity of 8 ft/s under peak wet weather flow
Pump Station Capacity	Peak design flow not to exceed firm capacity (i.e., capacity with the largest pump out of service)
Minimum Gravity Line Size	8-inch
Slopes for Gravity Lines	8-inch: 0.33% to 8.4% 10-inch: 0.25% to 6.23% 12-inch: 0.20% to 4.86% 15-inch: 0.15% to 3.62% 18-inch: 0.115% to 2.83% 21-inch: 0.095% to 2.30% 24-inch: 0.08% to 1.93% 27-inch: 0.07% to 1.65% 30-inch: 0.06% to 1.43% 33-inch: 0.055% to 1.26% 36-inch: 0.045% to 1.12%
Maximum Manhole Spacing	500 ft

4.3.1.2 Design Storm

For wet weather scenarios, a 5-year design storm with a 24-hour duration was applied to the model. For the City of Schertz, the rainfall depth provided in the National Oceanic and Atmospheric Association's Atlas 14 precipitation frequency estimates is 5.4 inches.

The rainfall depth was distributed over time using the Soil Conservation Service (SCS) rainfall distribution Type III, representing the rainfall temporal distribution type happening in the Gulf of Mexico and Atlantic coastal areas (TR-55 Cover (hydrocad.net)). The same hyetograph in section 4.2.1 is applicable to this evaluation.

4.3.1.3 Inflow & Infiltration Assumption

The RTK hydrographs developed from the field monitoring data for the existing system model were used to represent the inflow and infiltration (I&I) for the existing infrastructure and service areas. In addition to utilizing diurnal curves to incorporate peak dry flow, a peaking factor of 4 was applied to represent the effect of I&I for future loadings outside the existing service areas where there is no historical data is available. The assumption was that new infrastructure would meet current standards and would therefore be less susceptible to I&I.

4.3.2 Future System Analysis & CIPs

The following scenarios were created for future system analysis:

- Dry Weather 2030 Scenario
- Wet Weather 2030 Scenario
- Dry Weather 2050 Scenario
- Wet Weather 2050 Scenario

Table 39 shows a breakdown of the dry weather flow projections for each planning period by the system outfalls.

Table 39: Breakdown of Average Dry Weather Flows by Outfalls

Outfall	Estimated Average DWF (gpm)		
	Existing	2030	2050
Whisper Branch	16	16	16
NBU	19	19	60
O-4	469	707	934
SARA	22	68	92
Bubbling Springs	1,960	2,023	2,178
Aztec Way	21	21	44
O-21-22	992	1,014	1,156
Greaves WWTP	30	-	-
Corbett	61	-	-
Halley's Cove	7	-	-
CCMA S WWTP	-	586	667
Total (gpm)	3,597	4,454	5,147
Total (MGD)	5.2	6.4	7.4

4.3.2.1 Near Term CIP Projects

The near-term project list for Schertz provided by the City was incorporated into the existing system to create future scenarios along with future sanitary loadings. Each scenario includes all the currently planned projects that will be in place by that planning year. Table 40 lists currently planned projects (near-term) provided by the City (shown in Appendix 20).

Table 40: Near Term Projects Summary

CIP Number	Project Description
Growth Projects	
NT-S1	Town Creek Phase IV 24" – Section 1
NT-S2	Town Creek Phase IV 24" – Section 2
NT-S3	Town Creek Phase V 24"
NT-S4	Upsize Lookout Line
NT-S5	Upsize Tri County Line
NT-S6	Cibolo West Main
NT-S7	Woman Hollering Creek Lift Station, Gravity Line, and Force Main
System Improvement Projects	
NT SI-1	Decommission Tri County Lift Station
NT SI-2	Decommission Corbett Lift Station
NT SI-3	Decommission Sedona Lift Station & Woman Hollering Creek WWTP

It is important to note that the pipe size was undetermined for the Cibolo West Main Trunkline. Based on the available information and hydraulic model results, LAN recommends an 18-inch pipe size for the above project. In addition, LAN received the 2021 Wastewater Collection System Master Plan for the Cibolo Creek Municipal Authority (CCMA) prepared by Kimley Horn Inc. The CCMA's CIP projects affecting the Schertz sewer system were also incorporated into each scenario based on the planning year.

4.3.2.2 2030 CIP Growth Projects

The 2030 scenario included the currently planned CIP projects for the City. To serve the new development areas happening between 2022 to 2030, LAN proposes new growth CIPs as listed in Table 41. The alignments are based on the available information regarding topographic elevations, existing roads, and engineering judgment and are to be considered as preliminary. Final alignments will be determined as part of the design process.

The design criteria listed in Table 38 was used to size the new facilities. For modeling purposes, slopes for new growth CIP lines were assumed based on the TCEQ minimum slope requirement. At some locations, higher than minimum slopes were considered to prevent extra excavation. Appendix 21 shows the location of the 2030 growth CIPs.

Table 41: 2030 Growth Projects Summary

CIP Number	Project Description
NT-S1	Hope Lane 8" Gravity Line
NT-S2	Old Wiederstein Road 8"
NT-S3	Union Pacific Railroad 8" – Section 1
NT-S4	Union Pacific Railroad 8" – Section 2
NT-S5	Wiederstein Road 8"
NT-S6	Schaefer Road 8" – Section 1
NT-S7	Schaefer Road 8" – Section 2
NT-S8	Aranda 8"
NT-S9	Weir Road 10"
NT-S10	Trainer Hale Road 10"
NT-S11	Ware Seguin Road 8"
NT-S12	FM 1518 8"
NT-S13	I-10 8" – Section 1
NT-S14	Boenig Drive 8"
NT-S15	N Greytown Road 8"

4.3.2.3 Model Results Under 2030 Flows

After bringing in the 2030 new growth CIPs, the model was run with predicted 2030 dry weather flows. The modeling results for this scenario are presented in Appendix 22. The results show 98% of conduits have a maximum depth to diameter (d/D) of less than 0.5. It also shows gravity lines parallel to Friesenhahn Ln and upstream of the Friesenhahn lift station having maximum d/D of greater than 0.75, and gravity lines right upstream of Riata lift station having a maximum d/D between 0.5 and 0.75. This indicates these gravity lines (i.e., with maximum d/D greater than 0.5) may not accommodate the additional capacity needs from future flows and could require upsizing.

Since peak wet weather is crucial for analyzing a sewer system, the 2030 wet weather flow (average dry weather plus 5-year, 24-hour I&I) was used to determine areas that are susceptible to sanitary sewer overflows (SSOs). Note that the model shows SSOs at locations where the maximum hydraulic grade (HGL) rises above manhole rim elevations. The modeling results for this scenario are presented in Appendix 23. The results show a total of 11 manholes within the existing service areas are overflowing. Per the Capacity Deficiency Criteria listed in Table 37, the sewer system is capacity deficient at the locations where SSOs are reported by the model.

4.3.2.4 2030 CIP System Improvement Projects

LAN proposes several system improvement projects listed in Table 42 to address the SSOs. In addition, Belmont Park lift station is set to go offline by 2030 per City staff. Therefore, that lift station was set inactive in the model, and gravity lines were added to bypass it. LAN also determined that the Northcliffe (Town Creek) lift station needs to upgrade to a firm capacity of 4,800 gpm to meet TCEQ requirements (refer to section 2.5.3). Appendix 24 shows the location of the 2030 system improvement projects.

Table 42: 2030 System Improvement Projects Summary

CIP Number	Project Description	Purpose
2030 SI-1	Friesenhahn West Line WW Upsize	To resolve 4 SSOs upstream of Friesenhahn LS.
2030 SI-2	Fairlawn WW Upsize	To resolve an SSO upstream of Riata LS.
2030 SI-3	Cibolo Crossing WW Line Upsize	To resolve an SSO near I-35 N.
2030 SI-4	Woodland Oak Drive Replacements	To resolve an SSO near Woodland Oak Dr.
2030 SI-5	Old Wiederstein WW Upsize	To increase line capacity.
2030 SI-6	Northcliffe LS Upgrade	To follow TCEQ requirement of peak flow not to exceed firm capacity. This upgrade is based on buildout flow of 4,485 gpm.
2030 SI-7	Decommission Belmont Park Lift Station	Per City request.

4.3.2.5 2030 CCMA Recommended Projects

The results of the 2030 wet weather flow scenario showed some of the CCMA's gravity lines have capacity issues that would affect the City's sewer system performance. LAN recommends the following system improvement projects related to CCMA's gravity lines (listed in Table 43 and shown in Appendix 24). Although originally listed as 2041 CCMA CIPs (Projects 2030 C-1 & 2030 C-2) and as Buildout CCMA CIP (Project 2030 C-4) in the Wastewater Collection System Master Plan prepared by Kimley Horn Inc. in 2021, LAN currently recommends these CIP projects for inclusion in the 2030 planning period.

Table 43: 2030 CCMA System Improvement Projects Summary

CIP Number	Project Description	Purpose
2030 C-1	Roy Richard Drive Replacements	To resolve 2 SSOs near Woodland Oak Dr and Valencia Ln.
2030 C-2	Valencia Lane Replacements	To resolve 2 SSOs near Woodland Oak Dr and Valencia Ln.
2030 C-3	Savannah Drive Replacements	To resolve an SSO near Maske Rd.
2030 C-4	Build Out Project 25 – 36" Schertz Line	To resolve 2 SSOs near Maske Rd.

4.3.2.6 2050 CIP Growth Projects

To develop the 2050 scenario, the system changes proposed for 2030 were used as the base. To serve the new development areas happening between 2030 to 2050, LAN proposes new growth CIPs listed in Table 44 and shown in Appendix 25. Similar to 2030 growth CIPs, the alignments are based on the available information regarding topographic elevations, existing roads, and engineering judgment, and final alignments will be determined as part of the design process. The design criteria listed in Table 38 were used to size the new facilities.

Table 44: 2050 Growth Projects Summary

CIP Number	Project Description
2050-S1	I-35 N 8"
2050-S2	Friesenhahn Lane 8"
2050-S3	Schaefer Road 8" – Section 3
2050-S4	Corbett JH 8"
2050-S5	Lower Seguin Road 8"
2050-S6	IH-10 8" – Section 2

In addition, Schertz Pkwy, Cover's Cove, and Park lift stations are set to go offline by 2050 per City staff. Therefore, Cover's Cove and Park lift stations were set inactive in the model, and gravity lines were added to bypass that lift station. Schertz Pkwy lift station will also go offline, and its flow will be conveyed to a new CCMA line which will be built by 2050. However, due to the unavailability of information about the new CCMA's line, the Schertz Pkwy lift station was set inactive in the model and its flow was directed to a new outfall.

4.3.2.7 Model Results Under 2050 Flows

After bringing in the 2050 new growth CIPs, the model was run with predicted 2050 dry weather flows. The modeling results for this scenario are presented in Appendix 26. Similar to 2030 scenario results, 97% of conduits have a maximum depth to diameter (d/D) of less than 0.5, and only 3% of gravity lines have a maximum (d/D) of greater than 0.5. Since peak wet weather is crucial for analyzing a sewer system, the 2050 wet weather flow was used to determine areas that are susceptible to overflowing. The modeling results show no manholes are overflowing indicating the 2050 system has sufficient capacity per the Capacity Deficiency Criteria listed in Table 37. Therefore, LAN does not recommend any capacity-related CIPs for the 2050 planning period.

4.3.2.8 2050 CIP System Improvement Projects

LAN determined that Cypress Point lift station needs to upgrade to a firm capacity of 1,250 gpm to meet TCEQ requirements (refer to section 2.5.3). Table 45 describes 2050 system improvement projects shown in Appendix 27.

Table 45: 2050 System Improvement Projects Summary

CIP Number	Project Description	Purpose
2050 SI-1	Cypress Point Lift Station Upgrade	To follow TCEQ requirement of Peak flow not to exceed firm capacity. This upgrade is based on buildout flow of 1,233 gpm.
2050 SI-2	Decommission Schertz Parkway Lift Station	To convey flow to a new CCMA's line which will be built by 2050.
2050 SI-3	Decommission Park Lift Station	Per City request.
2050 SI-4	Decommission Cover's Cove Lift Station	Per City request.

4.3.2.9 Pumping Capacity Evaluation

For pumping capacity evaluation, the existing firm capacity (i.e., capacity with the largest pump off) will be compared to peak wet weather flow at each lift station. Per TCEQ requirements, peak wet weather flow should not exceed firm capacity. Table 46 shows the results of the pumping capacity evaluation. Note that this analysis has only been conducted for public existing lift stations; private lift stations have been excluded from the study.

Table 46: Lift Station Capacity Evaluation

Lift Station Name	Number of Pumps	Capacity per pump(1) (gpm)	Lift Station Firm Capacity (gpm)	Peak Existing WWF (gpm)	Peak 2030 WWF (gpm)	Peak 2050 WWF (gpm)	Note
Belmont Park	2	750	750	30	Plan to go offline by 2030		
Cover's Cove	2	75	75	4.5	5	Plan to go offline by 2050	
Cypress Point	3	915	1,012	435	997	1,233	Need upgrade by 2050 per TCEQ
Elbel	2	750	750	85	86	101	
Friesenhahn	3	1,500	1,800	772	1,293	1,610	
Homestead	2	900	900	646	737	894	
Maxfli	2	750	750	12	12	13	
Park	2	220	220	20	20	Plan to go offline by 2050	
Riata	2	750	750	660	727	728	
Schertz Pkwy	2	250	250	101	113	Plan to go offline by 2050	
Smoke Pit	2	600	600	20	20	20	
Northcliffe (Town Creek)	3	1,000	1,750	3,780	4,450	4,485	Need upgrade by 2030 per TCEQ
Corbett	2	Offline per Near-Term CIP					
Sedona	3	Offline per Near-Term CIP					
Tri-County	2	Offline per Near-Term CIP					

(1) Capacity per pump is estimated based on the pump curve for pumps within each lift station.

As seen in Table 46, except for Cypress Point and Northcliffe lift stations, all other existing lift stations have adequate capacity for existing and future peak flows since their peak flows are less than lift station firm capacities. Per TCEQ requirement, Northcliffe lift station requires an upgrade to firm capacity of 4,500 gpm based on its 2050 peak flow of 4,485 gpm, and Cypress Point lift

station needs an upgrade to firm capacity of 1,250 gpm based on its 2050 peak flow of 1,233 gpm. Northcliffe lift station upgrade should be done as early as 2030, but Cypress Point's upgrade can wait until 2050.

4.3.2.10 Force Main Capacity Evaluation

As listed in Table 37, the hydraulic criterion for force mains is not to exceed a maximum velocity of 8 ft/s under the peak wet weather flow (average dry plus 5-year, 24-hour storm flow). Higher than 8 ft/s velocities correspond to high head loss in force mains which over time scour force main interior causing premature structural failure. Table 47 shows the results of the force main capacity evaluation.

Table 47: Force Main Capacity Evaluation

Lift Station Name	Force Main Diameter (inch)	Existing		2030		2050	
		Peak* WWF (gpm)	Velocity (ft/s)	Peak* WWF (gpm)	Velocity (ft/s)	Peak* WWF (gpm)	Velocity (ft/s)
Belmont Park	6	313	3.6	Plan to go offline by 2030			
Cover's Cove	3	89	4.0	89	4.0	Plan to go offline by 2050	
Cypress Point	8	713	4.6	810	5.2	933	6.0
Elbel	6	552	6.3	552	6.3	552	6.3
Friesenhahn	16	1,242	2	1,660	2.6	1,516	2.4
Homestead	8	553	3.5	905	5.8	908	5.8
Maxfli	4	162	4.1	162	4.1	162	4.1
Park	6	100	1.1	100	1.1	Plan to go offline by 2050	
Riata	6	321	3.7	321	3.7	321	3.7
Schertz Pkwy	6	182	2.1	182	2.1	Plan to go offline by 2050	
Smoke Pit	6	232	2.6	244	2.8	244	2.8
Northcliffe (Town Creek)	18	1,753	2.2	4,050	5.1	5,115	6.4

*Peak flows in this table represent peak flows through the force mains

All existing force mains have adequate capacity for existing and future peak flows since they have velocities below the maximum criterion (8 ft/s).

4.3.3 Summary

The recommendations outlined in this section were a joint effort with City personnel and LAN to identify improvements needed for the City's sewer system. These improvements aim to address capacity limitations and accommodate the anticipated growth in the planning years of 2030 and 2050. The sewer collection system model should be maintained and updated as new projects are implemented and adjusted to address changes in development schedules.

5. IMPACT FEE DEVELOPMENT

5.1 Living Unit Equivalent

Living unit or service unit equivalents (LUEs) are "a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years". Standard engineering practices equate one water LUE to a single, typical residential water meter's usage. The wastewater LUE is assumed to be 70% of a single residential water meter's usage to account for irrigation, evaporation, and other water losses associated with the wastewater system.

An analysis of the existing water and wastewater system hydraulic models determined that the water LUE is 0.17 gpm, and the wastewater LUE is 0.119 gpm. From the hydraulic water model, the total existing and future 2030 system flows for residential and "other" uses were calculated. These total flow values were divided by their respective LUE to determine the growth in each system. "Growth" in this case refers to the difference between the 2030 value and the existing value. It is important to note that the CCN boundaries for the Schertz water and wastewater system are not the same, so the growth in the respective systems is slightly different. Table 48 & Table 49 below show the process of determining the growth in LUEs for the water and wastewater systems.

Table 48: Calculations for Growth in Water LUEs

Growth in Water LUEs			
Scenario	Total Flow (gpm)	Living Unit Equivalent (gpm)	# of LUEs
Existing Residential	2,225	0.17	13,089
Existing Other	2,485		14,620
2030 Residential	3,372		19,838
2030 Other	2,545		14,971
		Growth In Residential:	***6,749***
		Growth In Other:	***351***

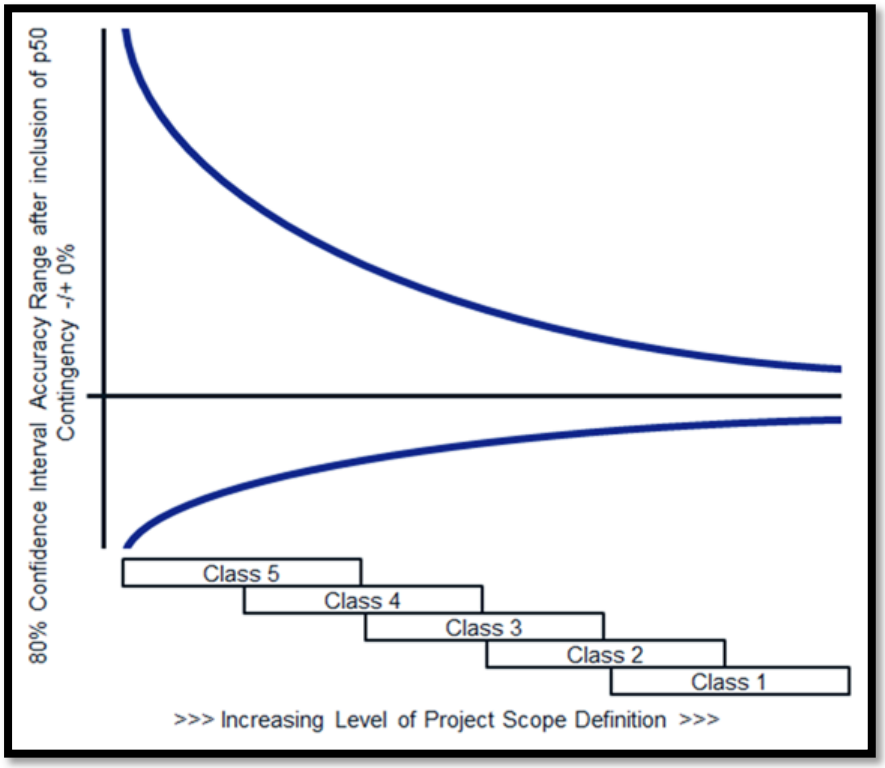
Table 49: Calculations for Growth in Wastewater LUEs

Growth in Wastewater LUEs			
Scenario	Total Flow (gpm)	Living Unit Equivalent (gpm)	# of LUEs
Existing Business	113	0.119	951
Existing Other	3,483		29,269
2030 Business	123		1,034
2030 Other	4,332		36,403
		Growth in Business:	***82***
		Growth In Other:	***7,134***

5.2 Cost Data

The Association for the Advancement of Cost Engineering (AACE) provides a cost estimate classification system that includes five classes of estimates. Each class has specific characteristics that indicate the level of detail of the cost estimate, with 5 being the least defined and 1 being the most defined. These classes are commonly used industry standards for engineers, contractors, and estimators. The accuracy range of an estimate narrows (becomes more accurate) as the project scope becomes more defined as shown in Figure 29 from AACE below. In the same figure, the approximate overlap of classes is shown as well in relation to the level of scope definition.

Figure 29: AACE Cost Estimate Clases



For this analysis, Class 4 estimating was identified as the appropriate, industry standard, estimation class. According to AACE, Class 4 estimates “are prepared for a number of purposes, such as but not limited to, detailed strategic planning, business development, project screening at more developed stages, alternative scheme analysis, confirmation of economic and/or technical feasibility and preliminary budget approval or approval to proceed to next stage”. The developed cost estimates are preliminary and rely on available information and standard preliminary engineering methods for Class 4 cost estimation. These methods were consistently applied to similar project components (e.g., pipelines, pump stations, lift stations, etc.) to facilitate comparison between different project alternatives.

Cost data for the proposed CIP projects was obtained from the following sources:

- TxDOT Online Bid Reports (past year)
- RS Means Database
- Cost Estimates from Past & Current City Projects
- Cost Estimates from Past & Current LAN Projects

Item costs were averaged from these sources and an inflation rate was applied to the costs for 2030 and 2050, which is discussed in detail in the following section. A 30% contingency factor was applied across all cost estimates, which reflects the range of accuracy of a Class 4 estimate.

For cost components that were highly variable and unpredictable at this stage of analysis, such as developing construction documents and construction management, estimates were derived from previous project experience and included as a percentage of the total construction costs.

5.3 Inflation Rate Calculation

In order to accurately capture construction prices for the future scenarios, an average yearly inflation rate was calculated and applied to the 2030 & 2050 project cost estimates. Three sources were consulted for historical inflation indexes including RS Means, Mortenson Construction Cost Indexes, and Turner Building Cost Indexes. Varying time frames of inflation were provided by these sources, but the data was not normalized to ensure that a wide range of indexes were included in the yearly inflation rate calculation. Additionally, these indexes are the average of nationwide data. Table 50 below shows the varying time frames and their associated total and yearly inflation rates. The median yearly inflation rate of this data is 3.91%, and this value was applied to the line items in the 2030 and 2050 cost estimates. See Appendix 28 for inflation rate source data.

Table 50: Yearly Inflation Rate Calculations

Time Frame	Total Inflation Rate	Yearly Inflation Rate
RS Means Historical Inflation Indexes		
2020 to 2024	128%	6.31%
2010 to 2024	169%	3.81%
2000 to 2024	251%	3.91%
1990 to 2024	309%	3.38%
1980 to 2024	454%	3.50%
Mortenson Historical Inflation Indexes		
2020 to 2023	132%	9.65%
2010 to 2023	188%	5.93%
Turner Historical Inflation Indexes		
2020 to 2023	117%	5.27%
2010 to 2023	172%	4.25%
2000 to 2023	231%	3.70%
1996 to 2024	272%	3.77%
	Average:	**4.86%**
	Median:	**3.91%**

5.4 Project Costs Eligibility

Estimates of total construction cost for the proposed water and wastewater CIP projects were developed. However, TLGC Section 395 stipulates that only certain types of projects and only the portion of the project utilized during the 10-year planning period can be included in the impact fee eligible total.

5.4.1 Eligible Project Types

There are defined items payable by the impact fee per TLGC Section 395, and these items are listed in Section 1 of this report. The proposed CIP projects were divided into "Growth" projects and "System Improvement" projects to assist in clearly identifying those projects that are eligible. Some of the projects only have a portion of the project costs listed as eligible because they serve both new growth and provide system improvements. Only the growth portions of those projects are eligible to be included in the total impact fee costs. The following types of projects are **not eligible** to be included in the total impact fee costs:

- All 2050 Projects
- Cibolo Creek Municipal Authority Projects (CCMA)

In the tables below, the projects, costs and their impact fee eligible costs are shown for the Water CIP, Wastewater CIP, and the recommended CCMA System Improvement projects. Projects denoted by two asterisks indicate that only a portion of the project costs are impact fee eligible. See Appendix 29 for individual project cost estimates.

5.4.2 Project Utilization During 10-Year Planning Period

This water and wastewater master plan includes three phases of projects: near term, 2030, and 2050. Only the projects within the 10-year planning period of 2020-2030 are eligible to be paid by impact fees in this analysis. TLGC also stipulates that only the portion of a project that is utilized during the 10-year period may be considered for impact fee eligibility. The utilization is determined by the following equation:

$$\%\ Utilization = \frac{2030\ Peak\ Flow - 2020\ Peak\ Flow}{2050\ Peak\ Flow}$$

There are some cases where proposed 2030 CIP projects utilize 100% of their build out capacity in 2030 and then in 2050 use less than the build out capacity. This occurs due to additional infrastructure being added in 2050 which takes on some of the capacity burden from those 2030 CIP projects. In these cases, the utilization is determined using the same equation as above, but with 2030 Peak Flow in the denominator:

$$\%\ Utilization\ (special\ case) = \frac{2030\ Peak\ Flow - 2020\ Peak\ Flow}{2030\ Peak\ Flow}$$

See Appendix 30 for utilization calculations.

Table 51: Near Term Water CIP Projects Estimate of Probable Costs

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Near Term CIP				
System Improvement Projects				
NT-W1**	Bubbling Springs 6" WL Replacement	$763,000	27%	$206,715
NT-W2	Corbett Pump Station & 3.0 MG GST	$8,600,000	0%	$0
NT-W3	Ware Seguin Pump Station Operational Improvement	$175,000	0%	$0
NT-W4	12" WL from Ware Seguin to Lower Seguin	$1,538,000	0%	$0
NT-W5	Fred Couples to Schwab	$455,556	0%	$0
NT-W6	Schwab to Eckhardt	$1,600,000	0%	$0
NT-W7**	Graytown to Pfeil	$1,550,000	69%	$1,077,040
NT-W8**	FM 78 Water Line Replacement	$875,000	22%	$194,778
NT-W9**	Moonlight Meadow Dr & Lost Meadow Dr WL Replacement	$3,000,000	0%	$0
NT-W10**	Robinhood Way WL Replacement	$4,650,000	0%	$0
	NEAR TERM TOTAL:	**$23,206,556**	**-**	**$1,478,532**

Note: Projects denoted by ** indicate that it has both growth & system improvement components.

Table 52: 2030 Water CIP Projects Estimate of Probable Costs

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Proposed 2030 CIP				
Growth Projects				
2030-W1	12" WL from Tri-County Extension to Cibolo Valley Drive	$4,788,000	100%	$4,788,000
2030-W2	Raf Burnette Rd 12" WL Improvements	$1,438,000	89%	$1,272,934
2030-W3	8" WL from Ray Corbett Dr to Lower Seguin Rd	$3,688,000	97%	$3,569,245
2030-W4**	Trainer Hale Rd 2" WL Replacement & 8" WL Improvement	$9,850,000	93%	$9,192,317
2030-W5**	Boenig Dr S 6" WL Replacement & 8" WL Improvement	$6,388,000	69%	$4,411,757
2030-W6	Live Oak to IH-35 24" Transmission Main	$32,075,000	100%	$32,075,000
2030-W7	Ware Seguin Pump Station Expansion Phase 1	$5,213,000	33%	$1,737,667
2030-W8	IH-10 8" WL Improvements	$6,063,000	100%	$6,063,000
	2030 Growth Subtotal:	**$69,503,000**	**-**	**$63,109,920**
System Improvement Projects				
2030-W9	PRV Installation for Proposed Southwest Pressure Plane	$413,000.0	0%	$0
2030-W10**	River Rd 6" WL Replacement	$2,325,000	58%	$1,354,926
	2030 System Improvement Projects Subtotal:	**$2,738,000**	**-**	**$1,354,926**
	2030 TOTAL:	**$72,241,000**	**-**	**$64,464,846**

Note: Projects denoted by ** indicate that it has both growth & system improvement components.

Table 53: 2050 Water CIP Projects Estimate of Probable Costs

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Proposed 2050 CIP				
Growth Projects				
2050-W1	Corbett Pump Station Expansion	$1,663,000	2050 CIP Projects are not eligible to be included in this impact fee total.	
2050-W2	FM 2252 8" WL Improvements	$8,800,000		
2050-W3	Ware Seguin Pump Station Expansion Phase 2	$2,725,000		
2050-W4	Beck St 6" WL Replacement	$5,288,000		
2050-W5	Raf Burnette Rd 8" WL Improvements	$4,438,000		
2050-W6	IH-35 Pump Station & 3.0 MG GST	$42,188,000		
2050-W7	IH-10 & FM 1518 8" WL Improvements	$3,075,000		
	2050 Growth Subtotal:	**$68,177,000**		
System Improvement Projects				
2050-W8	Lower Seguin Rd 8" WL Replacement	$4,775,000		
	2050 System Improvement Projects Subtotal:	**$4,775,000**		
	2050 TOTAL:	**$72,952,000**		

Table 54: Near Term Wastewater CIP Projects Estimate of Probable Costs

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Near Term CIP				
Growth Projects				
NT-S1	Town Creek Phase IV 24" - Section 1	$6,875,000	21%	$1,440,972
NT-S2	Town Creek Phase IV 12" - Section 2	$2,925,000	0%	$0
NT-S3	Town Creek Phase V 24"	$10,425,000	23%	$2,378,763
NT-S4**	Upsize Lookout Line	$3,838,000	20%	$771,788
NT-S5**	Upsize Tri County Line	$2,084,800	25%	$526,887
NT-S6	Cibolo West Main	$16,213,000	83%	$13,523,463
NT-S7	Woman Hollering Creek Lift Station, Gravity Lines, and Force Main	$3,400,000†	74%	$2,517,091
Near Term Growth Subtotal:		**$45,760,800**	**-**	**$21,158,965**
System Improvement Projects				
NT SI-1	Decommission Tri County Lift Station	$88,000	0%	$0
NT SI-2	Decommission Corbett Lift Station	$1,500,000	0%	$0
NT SI-3	Decommission Sedona Lift Station & Woman Hollering Creek WWTP	$175,000	0%	$0
	Near Term System Improvement Projects Subtotal:	**$1,763,000**	**-**	**$0**
	NEAR TERM TOTAL:	**$47,523,800**	**-**	**$21,158,965**

Note: Projects denoted by ** indicate that it has both growth & system improvement components.

†Original 2009 master plan cost was $9,000,000 and the 2024 construction cost was $13,000,000 resulting in a difference of $3,400,000.

Table 55: 2030 Wastewater CIP Projects Estimate of Probable Costs

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Proposed 2030 CIP				
Growth Projects				
2030-S1	Hope Lane 8" Gravity Line	$2,025,000	67%	$1,359,153
2030-S2	Old Wiederstein Road 8"	$1,338,000	5%	$68,849
2030-S3	Union Pacific Railroad 8" - Section 1	$2,563,000	10%	$249,210
2030-S4	Union Pacific Railroad 8" - Section 2	$400,000	12%	$47,722
2030-S5	Wiederstein Road 8"	$1,663,000	83%	$1,372,188
2030-S6	Schaefer Road 8" - Section 1	$4,913,000	33%	$1,613,509
2030-S7	Schaefer Road 8" - Section 2	$1,938,000	100%	$1,938,000
2030-S8	Aranda 8"	$475,000	100%	$475,000
2030-S9	Weir Road 10"	$2,525,000	100%	$2,522,465
2030-S10	Trainer Hale Road 10"	$1,038,000	100%	$1,034,756
2030-S11	Ware Seguin Road 8"	$3,113,000	97%	$3,012,264
2030-S12	FM 1518 8"	$400,000	40%	$160,000
2030-S13	I-10 8" - Section 1	$2,713,000	99%	$2,677,145
2030-S14	Boenig Drive 8"	$2,963,000	29%	$849,531
2030-S15	N Greytown Road 8"	$1,275,000	52%	$661,379
	2030 Growth Subtotal:	**$29,342,000**	**-**	**$18,041,171**
System Improvement Projects				
2030 SI-1**	Friesenhahn West Line WW Upsize	$8,175,000	22%	$1,833,143
2030 SI-2**	Fairlawn WW Upsize	$1,375,000	9%	$121,579
2030 SI-3**	Cibolo Crossing WW Line Upsize	$1,288,000	4%	$46,406
2030 SI-4**	Woodland Oak Drive Replacements	$338,000	4%	$13,741
2030 SI-5**	Old Wiederstein WW Upsize	$5,050,000	61%	$3,099,614
2030 SI-6**	Northcliffe Lift Station Upgrade	$7,838,000	5%	$392,686
2030 SI-7	Decommission Belmont Park Lift Station	$463,000	0%	$0
	2030 System Improvement Projects Subtotal:	**$24,527,000**	**-**	**$5,507,169**
	2030 TOTAL:	**$53,869,000**	**-**	**$23,548,341**

Note: Projects denoted by ** indicate that it has both growth & system improvement components.

Table 56: 2050 Wastewater CIP Projects Estimate of Probable Costs

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Proposed 2050 CIP				
Growth Projects				
2050-S1	I-35 N 8"	$9,088,000	2050 CIP projects are not eligible to be included in the impact fee total.	
2050-S2	Friesenhahn Lane 8"	$6,500,000		
2050-S3	Schaefer Road 8" - Section 3	$5,713,000		
2050-S4	Corbett JH 8"	$2,888,000		
2050-S5	Lower Seguin Road 8"	$1,338,000		
2050-S6	I-10 8" - Section 2	$3,338,000		
	2050 Growth Subtotal:	**$28,865,000**		
System Improvement Projects				
2050 SI-1	Cypress Point Lift Station Upgrade	$1,463,000		
2050 SI-2	Decommission Schertz Parkway Lift Station	$238,000		
2050 SI-3	Decommission Park Lift Station	$3,663,000		
2050 SI-4	Decommission Cover's Cove Lift Station	$238,000		
	2050 System Improvement Projects Subtotal:	**$5,602,000**		
	2050 TOTAL:	**$34,467,000**		

Table 57: CCMA 2030 System Improvement Projects Estimate of Probable Costs

Project Number	Project Name	Project Cost
Proposed 2030 CIP		
CCMA System Improvement Projects		
2030 C-1	Roy Richard Drive Replacements	$1,588,000
2030 C-2	Valencia Lane Replacements	$2,288,000
2030 C-3	Savannah Drive Replacements	$12,425,000
2030 C-4	Build Out Project 25 - 36" Schertz Line	$12,950,000
	CCMA System Improvement Projects Total:	**$29,251,000**

5.5 Water Meter Updates

Part of the update to the impact fees included updating the water meter types and characteristics to correspond with the new meters that the City will now be utilizing. The City was previously using simple, compound, and turbine type meters. Going forward, the City will be using multi-jet and ultrasonic meters. The maximum allowable impact fees by meter size were calculated by multiplying the LUE per meter by the maximum allowable water and wastewater impact fees. Table 58 shows the difference in the existing and proposed meter characteristics.

Table 58: Existing & Proposed Meter Characteristics

Meter Size	Meter Type	Maximum Flow Rate (gpm)	Normal Flow Range (gpm)	Maximum Flow Rate for Continuous Duty (gpm)	Existing LUE by Meter Size	Proposed LUE by Meter Size
5/8"	MULTI-JET	20	1-20	15	1.0	1.0
3/4"	MULTI-JET	30	2-30	20	1.5	1.3
1"	MULTI-JET	50	3-50	30	2.5	2.0
2"	ULTRASONIC	250	0.5-250	250	10.0	16.7
3"	ULTRASONIC	500	1-500	500	24.0	33.3
4"	ULTRASONIC	1,000	1.5-1,000	1,000	42.0	66.7
6"	ULTRASONIC	1,600	3-1,600	1,600	92.0	106.7
8"	ULTRASONIC	2,800	5-2,800	2,800	80.0	186.7
10"	ULTRASONIC	5,500	14-5,500	5,500	250.0	366.7
12"	ULTRASONIC	5,500	14-5,500	5,500	330.0	366.7

These meter type changes affected the maximum flow rate for continuous duty for each meter size, which established the updated LUE per meter. The LUE per meter size corresponds to the equivalent impact fees for each meter size.

See Appendix 31 for the new multi-jet and ultrasonic meter characteristics.

5.6 Maximum Allowable Impact Fees

TLGC requires that the maximum allowable impact fee may not exceed the value of the total impact fee eligible costs (identified in Section 5.4 of this report) less the required credit that reduces the overall impact fee eligible costs, divided by the growth in LUEs. This credit to the growth-related cost component of the impact fee calculation is required under Local Government Code Chapter 395 to ensure that new service units are not double charged for impact fee related capital improvements. The credit can be determined in the following ways:

- A credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan.
- In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

5.6.1 Credit Analysis

The first method was used to calculate the credit and was applied as shown in Table 59 and Table 60. This credit calculation method was performed by the City's financial consultant, Willdan Financial Services. According to Wildan's report, there were seven critical assumptions made in order to determine the credits:

1) Willdan assumed a ten-year period for the calculation, FY 2025 – FY 2034, consistent with guidelines set by Chapter 395.
2) Willdan utilized Capital Improvement Plan cost estimates and percentages of each project allocable to growth developed by City staff and its consulting engineers (LAN).

3) Growth estimates were based on the latest forecasts as presented by the City's consulting engineers (LAN).
4) Terms and interest rates for new debt forecast to be issued for growth-related improvements were based on estimates used in the City's 2023 water and wastewater rate study.
5) Willdan is interpreting Chapter 395 so that the debt allocable to growth-related projects includes both principal and interest.
6) Current debt allocable to growth-related projects was based on estimates provided by City staff.
7) The totals represent Net Present Values of the ten-year cash flows utilizing a discount rate of 6.0%.

From these assumptions, the following values were calculated:

WATER Revenue Credit -- $3,365,530

WASTEWATER Revenue Credit -- $4,611,802

The full report and detailed credit calculations can be found in Appendix 32.

5.6.2 Maximum Allowable Impact Fee

After the calculated credit is applied, the total impact fee eligible costs are divided by the growth in LUEs (discussed in Sections 2 & 5.1 of this report) to obtain the maximum allowable impact fee per LUE. Table 59 and Table 60 summarize the maximum allowable impact fee calculations, including credits.

Table 59: Maximum Allowable Water Impact Fee

Water Impact Fee	
Impact Fee Eligible Costs	$65,943,379
Credit (Calculated: 5.1%)	($3,365,530)
Total Impact Fee Eligible Costs	$62,577,849
Growth in LUEs	7,100
Maximum Allowable Water Impact Fee per LUE	**$8,814**

Table 60: Maximum Allowable Wastewater Impact Fee

Wastewater Impact Fee	
Impact Fee Eligible Costs	$44,707,306
Credit (Calculated: 8.6%)	($4,611,802)
Total Impact Fee Eligible Costs	$40,095,504
Growth in LUEs	7,217
Maximum Allowable Wastewater Impact Fee per LUE	**$5,556**

As discussed in the previous section, updates were made to the meter types that the City will be using. Table 61 reflects both the update to the impact fees by meter type and the new meter characteristics. The impact fee by meter size was calculated by multiplying the proposed LUE by the maximum allowable water or wastewater impact fee for per LUE (identified in the tables above). In the last two columns of Table 61, the maximum allowable water and wastewater impact fees by meter size are presented.

Table 61: Maximum Allowable Impact Fee by Meter Size

Meter Size	Meter Type	Maximum Flow Rate for Continuous Duty (gpm)	Proposed LUE	Maximum Allowable Water Impact Fee	Maximum Allowable Wastewater Impact Fee
5/8"	MULTI-JET	15	1.0	$8,814	$5,556
3/4"	MULTI-JET	20	1.3	$11,810	$7,445
1"	MULTI-JET	30	2.0	$17,627	$11,112
2"	ULTRASONIC	250	16.7	$146,924	$92,615
3"	ULTRASONIC	500	33.3	$293,848	$185,231
4"	ULTRASONIC	1,000	66.7	$587,607	$370,406
6"	ULTRASONIC	1,600	106.7	$940,154	$592,639
8"	ULTRASONIC	2,800	186.7	$1,645,248	$1,037,104
10"	ULTRASONIC	5,500	366.7	$3,231,708	$2,037,150
12"	ULTRASONIC	5,500	366.7	$3,231,708	$2,037,150

5.7 Comparison of Local Impact Fees

Since the last water and wastewater impact fee update was performed in 2011, the City expressed interest in comparing the 2024 proposed fees with other municipalities and utility providers in the area. Table 62 provides a comparison of the impact fees imposed by local municipalities and utility providers, and the City of Schertz 2024 proposed impact fees. The City can decide to adopt lower impact fees than those established by this report, typically to spur more development, but should have a means to recoup the costs building the infrastructure to serve the developments.

Table 62: Local Impact Fee Comparison

City/Utility	Total	Water	Wastewater	Population Served (At the Time of Individual Analysis)
Pflugerville (2023)	$29,849	$14,713	$15,136	65,191
NBU (2022)	$25,692	$19,448	$6,244	90,403
Seguin (2023)	$16,558	$7,308	$9,250	29,470
Schertz (Proposed 2024)	**$14,369**	**$8,814**	**$5,556**	**45,719**
SAWS (2024)	$9,350	$5,987	$3,363	2,000,000
Austin (2023)	$7,700	$4,800	$2,900	961,000
Boerne (2023)	$7,629	$2,509	$5,120	18,232
San Marcos (2018)	$6,485	$3,801	$2,684	68,217
Schertz (Current from 2011)	**$4,603**	**$2,934**	**$1,669**	**34,754**
Cibolo (2021)	$2,712	$1,839	$873	34,000

Sources can be found in Appendix 33.

6. LIST OF APPENDICES

SECTION 2

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Appendix 6 - Planned & Existing Residential Developments Comparison to Water CCN

Appendix 7 - Planned & Existing Commercial Development Comparison to Wastewater CCN

Appendix 8 - Planned & Existing Commercial Developments Comparison to Water CCN

Appendix 9 - Wastewater CCN Service Area & Comprehensive Land Use

Appendix 10 - Water CCN Service Area & Comprehensive Land Use

SECTION 3

Appendix 11 – Near Term Water CIP Map

Appendix 12 – 2030 Fire Flow Analysis Locations

Appendix 13 – 2030 Water CIP Map

Appendix 14 – 2050 Fire Flow Analysis Locations

Appendix 15 – 2050 Water CIP Map

SECTION 4

Appendix 16 – Flow Meter, Meter Basin, & Rain Gauge Location Map

Appendix 17 – Dry Weather Calibration Graphs

Appendix 18 – Wet Weather Calibration Graphs

Appendix 19 – Existing System Evaluation Results, Surcharge, & SSO Location Maps

Appendix 20 – Near Term Wastewater Growth & System Improvement Projects

Appendix 21 – 2030 Wastewater System Growth Projects

Appendix 22 – Max Depth to Diameter with 2030 Dry Weather Flows

Appendix 23 – Sanitary Sewer Overflows with 2030 Wet Weather Flows

Appendix 24 – 2030 Wastewater System Improvement Projects

Appendix 25 – 2050 Wastewater System Growth Projects

Appendix 26 – Max Depth to Diameter With 2050 Dry Weather Flows

Appendix 27 – 2050 Wastewater System Improvement Projects

SECTION 5

Appendix 28 – Inflation Rate Calculation Sources

Appendix 29 – CIP Projects Cost Estimates

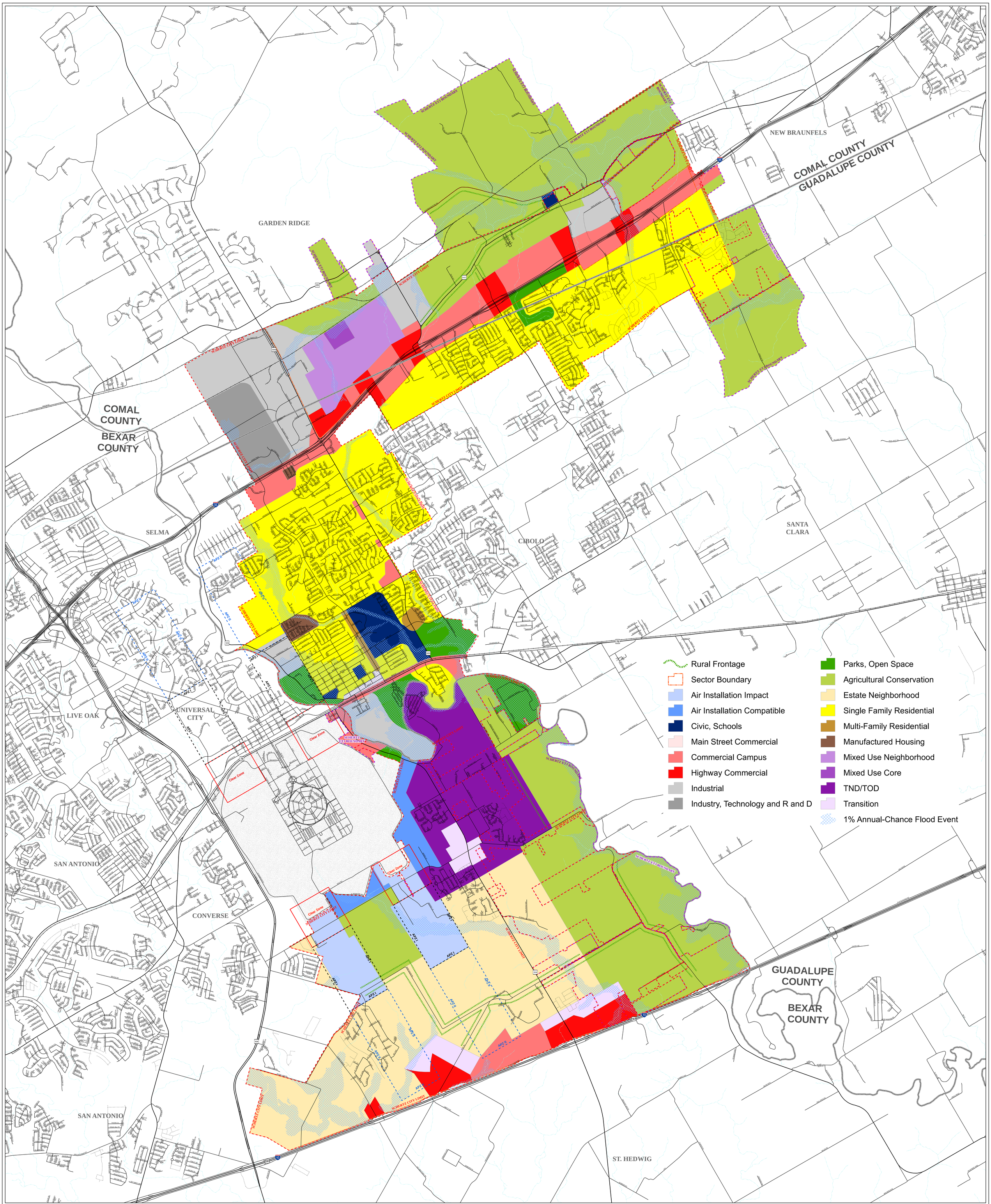
Appendix 30 – CIP Projects Utilization Calculations

Appendix 31 – Octave Meter Specifications

Appendix 32 – Willdan Revenue Credit Calculations & Summary

Appendix 33 – Impact Fee Comparison Sources

APPENDIX 1 - 2018 COMPREHENSIVE LAND USE PLAN



SCHERTZ

COMMUNITY ★ SERVICE ★ OPPORTUNITY

Last Update: February 20, 2018

City of Schertz, GIS Coordinator: Tony McFalls, gis@schertz.com (210) 619-1184

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Comprehensive Land Use Plan

- Schertz Municipal Boundary
- Schertz ETJ Boundary
- County Boundaries
- Railroads

Air Installation Compatible Use Zone

- APZ I
- APZ II
- Clear Zone

- Major Roads
- Minor Roads
- Proposed Roads

0 ¼ ½ 1 1½ 2 Miles

APPENDIX 2 - ZONING MAP

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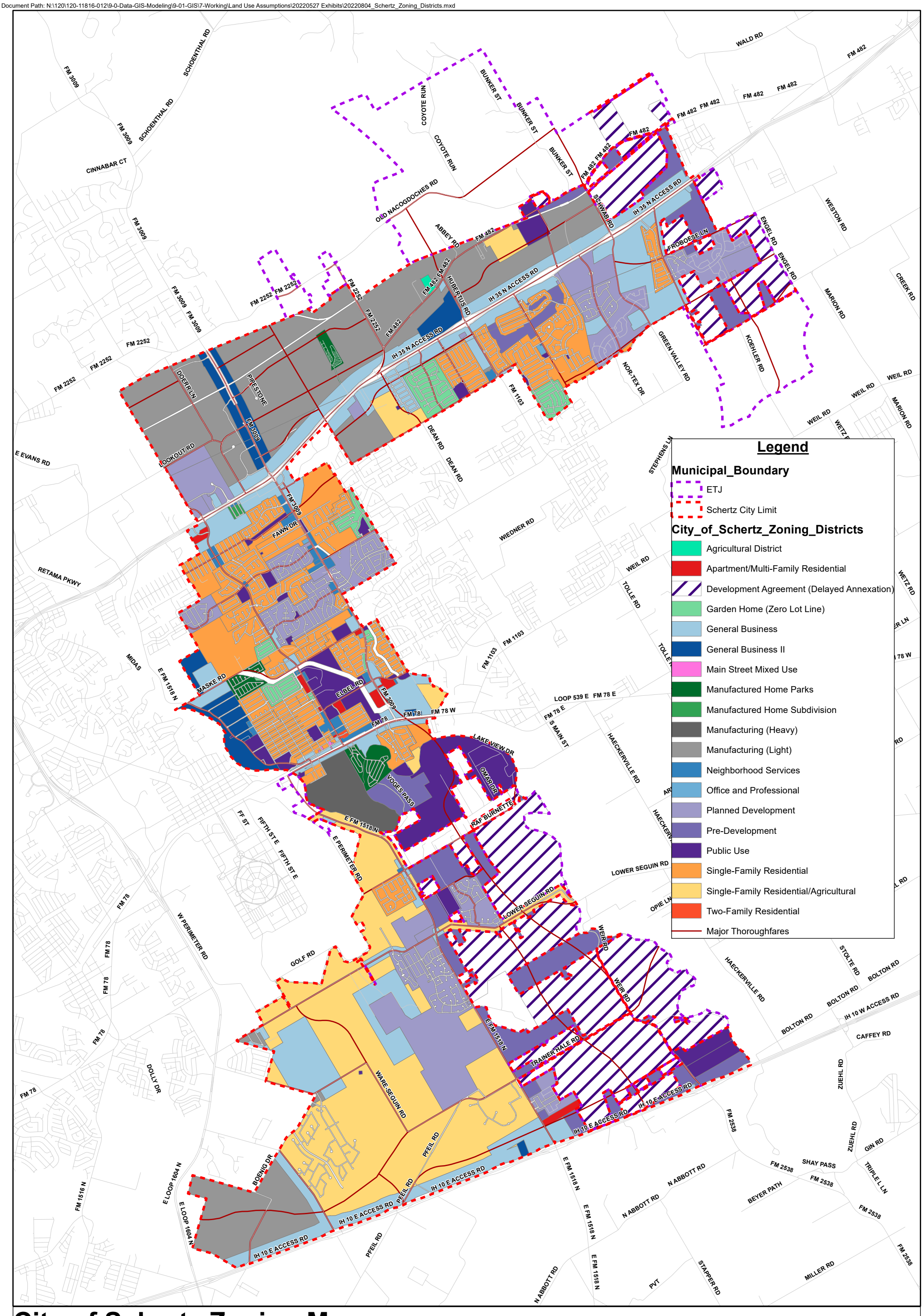


City of Schertz Zoning Map

8/4/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

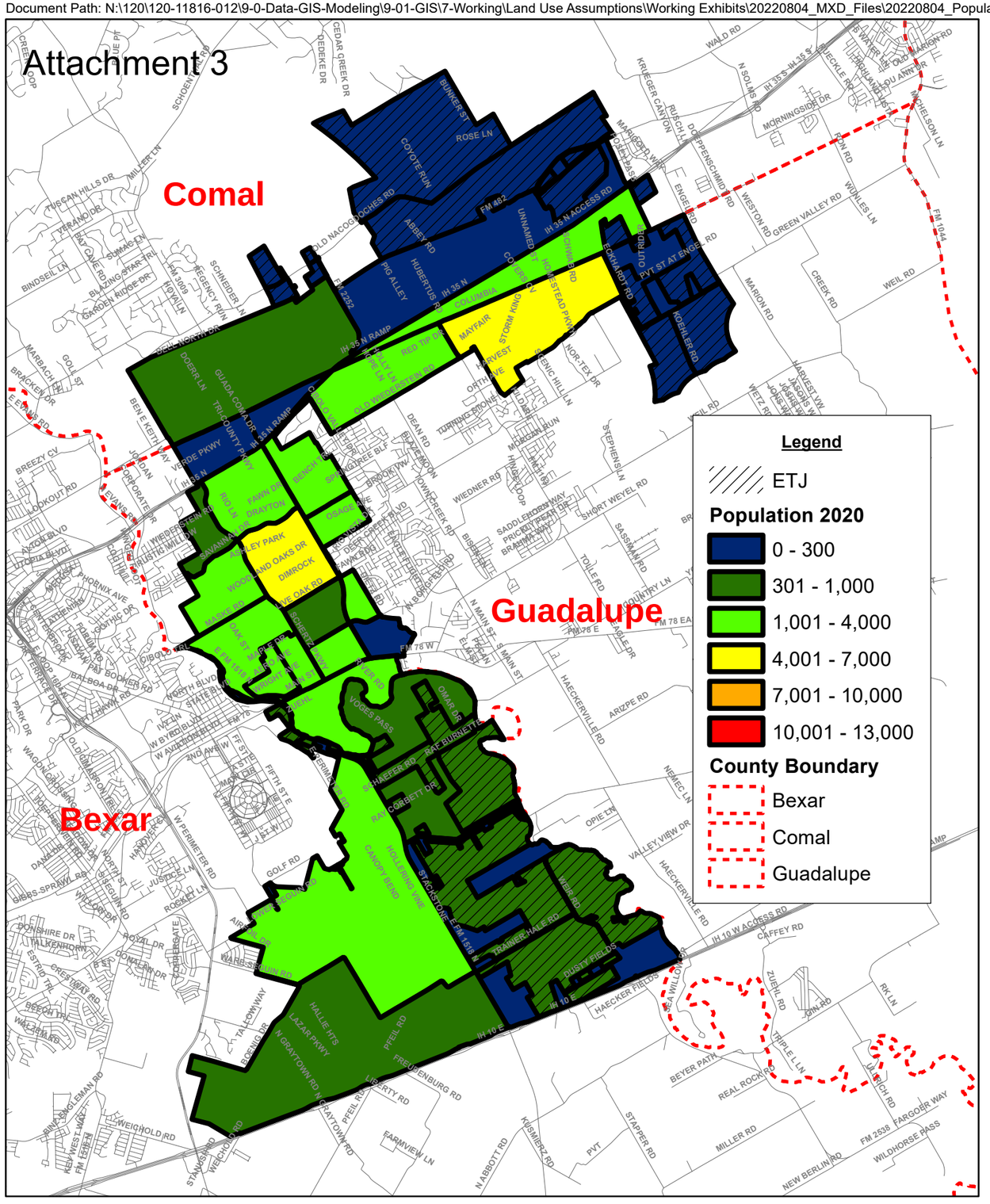
0 5,000 10,000 Feet

N W E S

APPENDIX 3 - 30 YEAR POPULATION DISTRIBUTION PROJECTIONS

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\Land Use Assumptions\Working Exhibits\20220804_MXD_Files\20220804_Population Projections.mxd

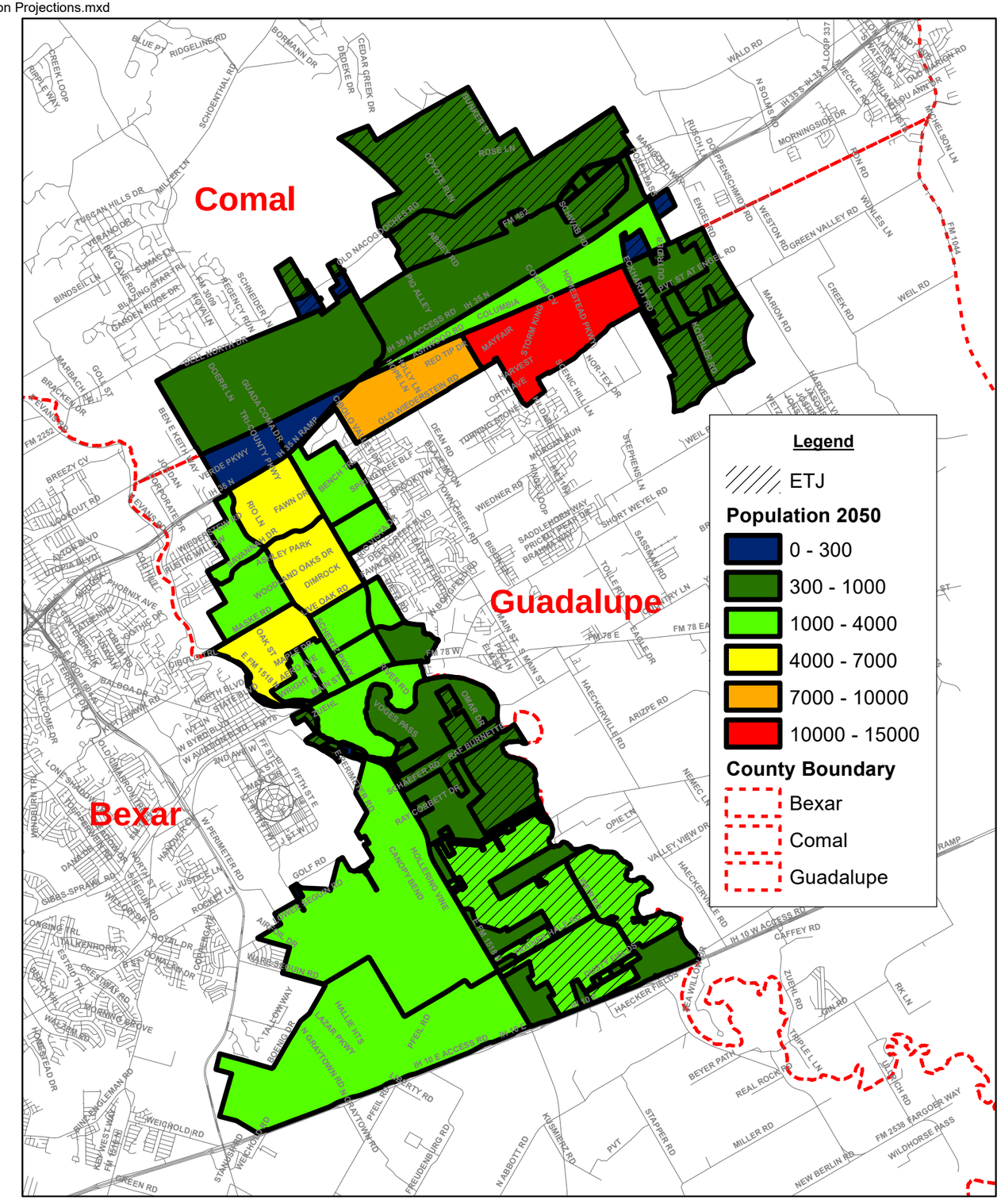
Attachment 3



Schertz 2020 Population Distribution

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

0 5,000 10,000 Feet



Schertz 2050 Population Distribution
8/4/2022

N W E S

0 5,000 10,000 Feet

APPENDIX 4 - 30 YEAR HOUSING DISTRIBUTION PROJECTIONS

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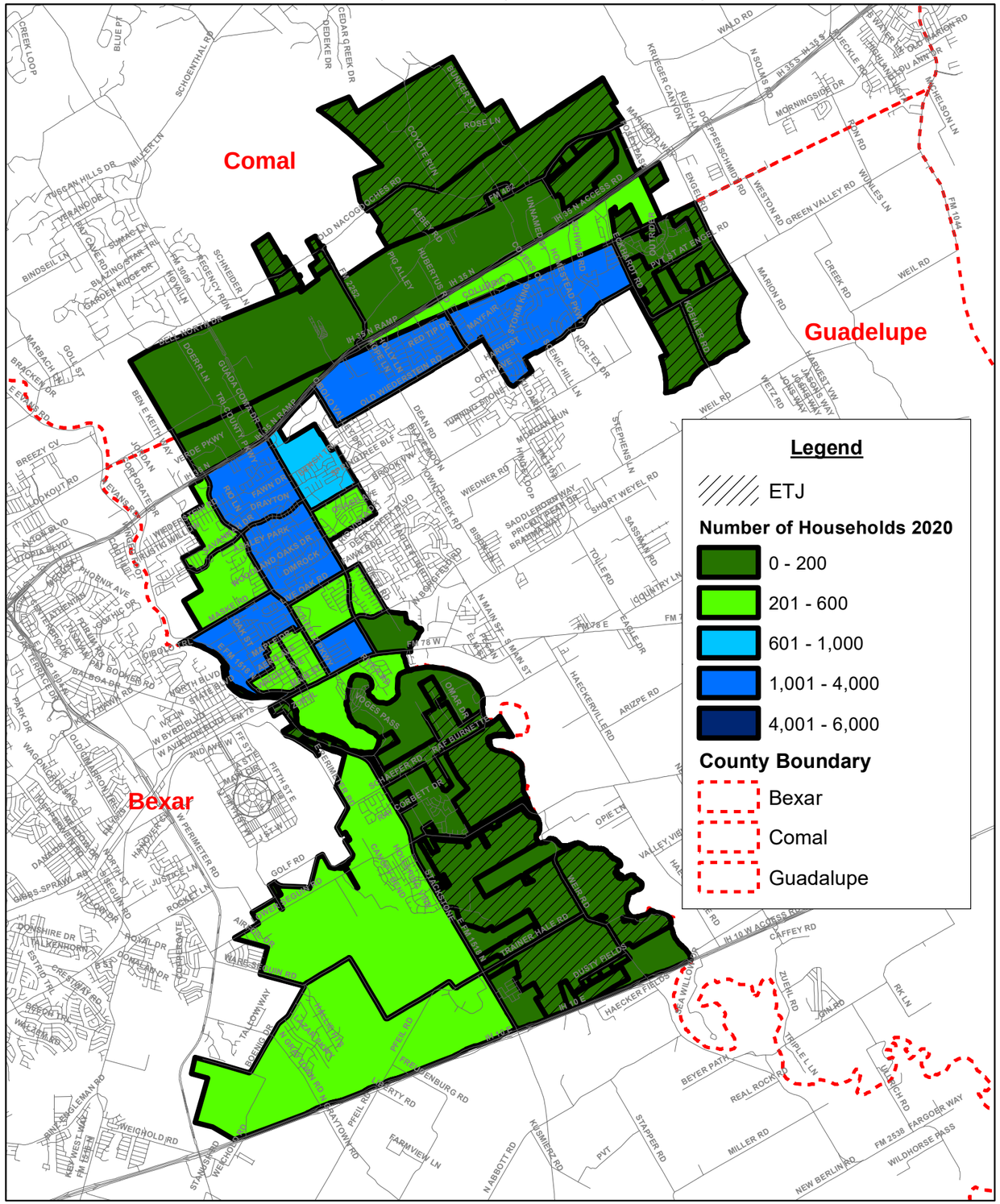
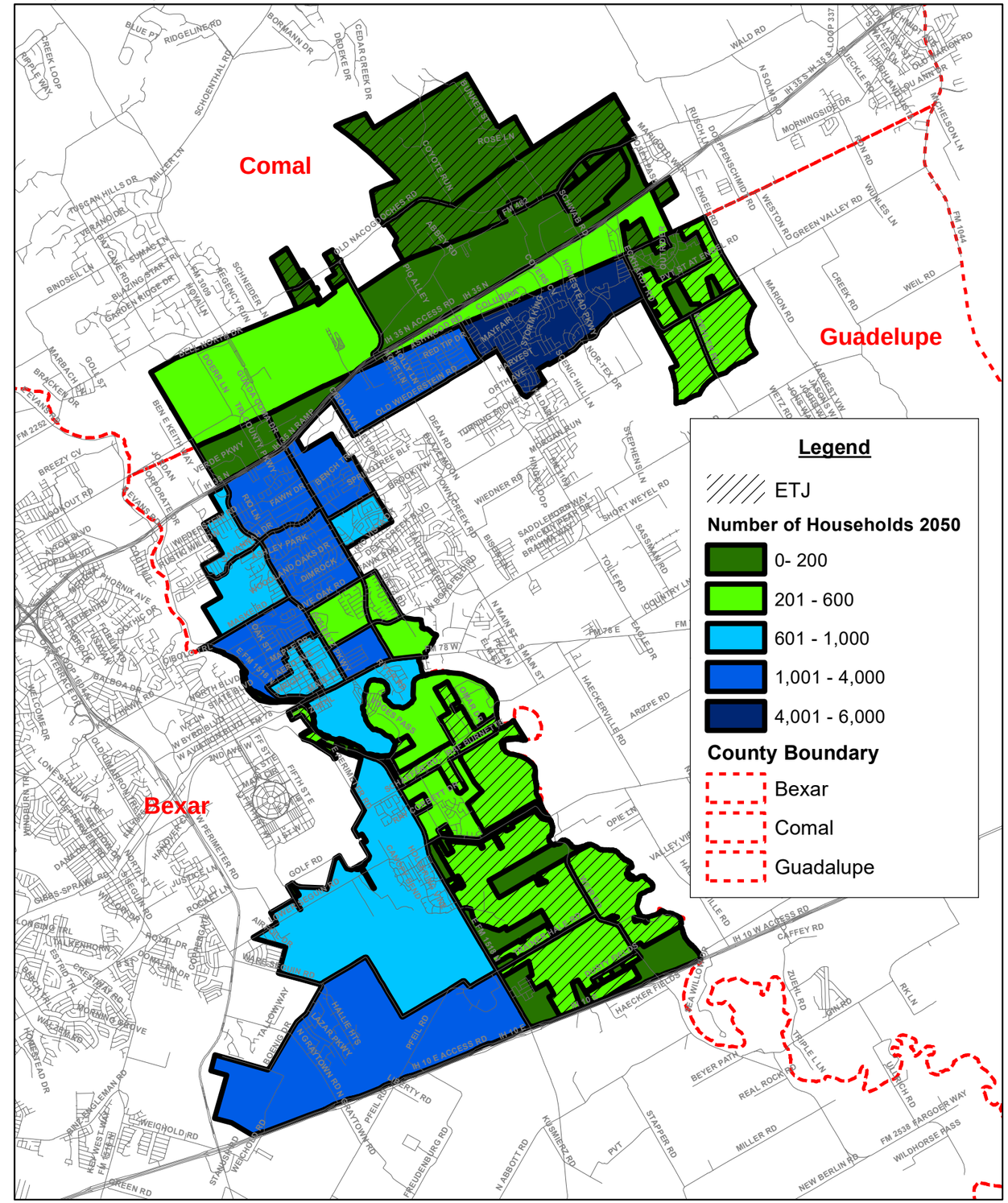


Schertz 2020 Residential Housing Distribution

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

0 5,000 10,000 Feet



Schertz 2050 Residential Housing Distribution
1/11/2022

N W E S

0 5,000 10,000 Feet

APPENDIX 5 - PLANNED & EXISTING RESIDENTIAL DEVELOPMENTS COMPARISON TO WASTEWATER CCN

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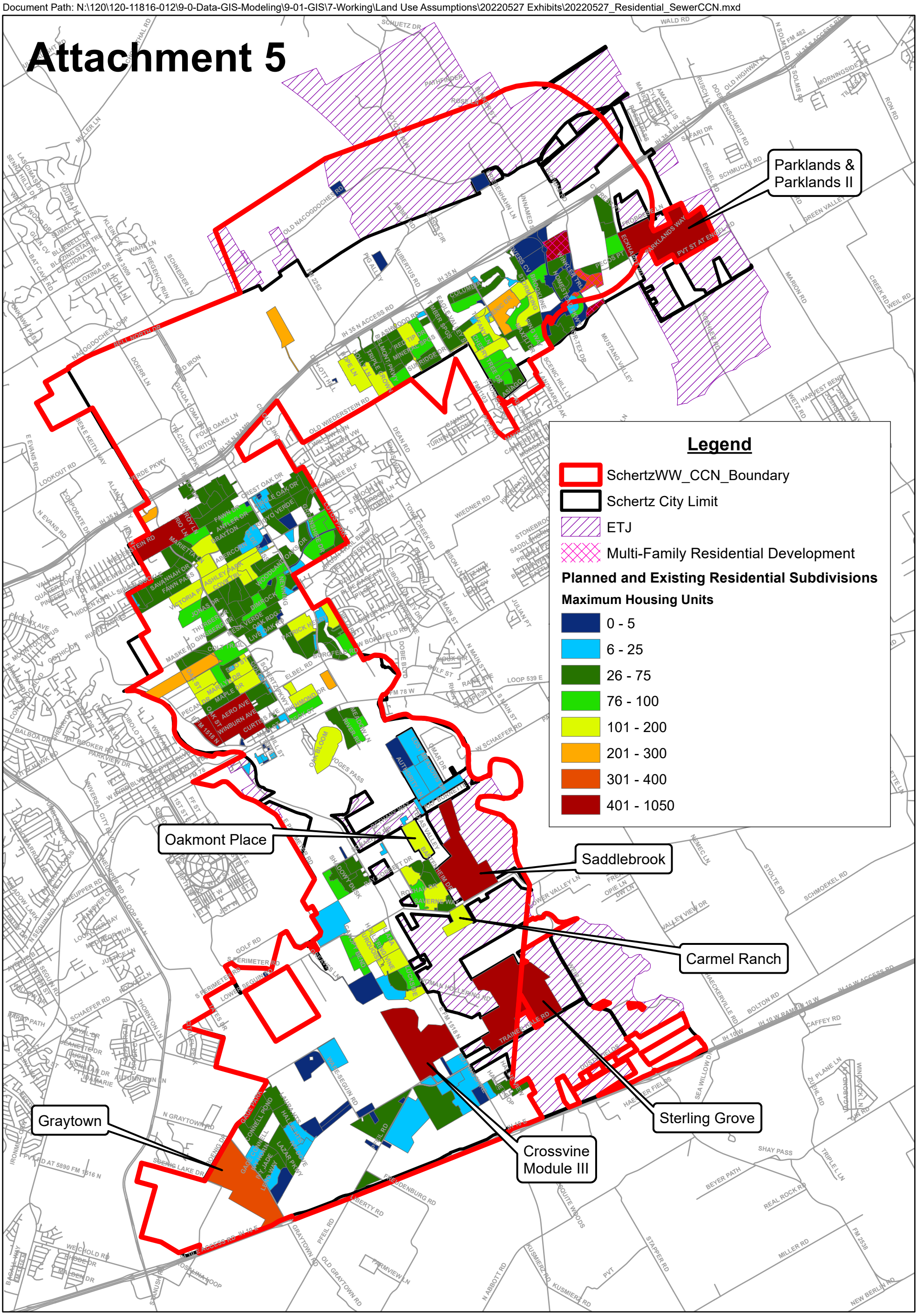

Schertz Planned and Existing Residential Developments Comparison to Wastewater CCN Service Area

8/8/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

N W E S

0 5,000 10,000 Feet

APPENDIX 6 - PLANNED & EXISTING RESIDENTIAL DEVELOPMENTS COMPARISON TO WATER CCN

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\Land Use Assumptions\20220527 Exhibits\20220527_Residential_WaterCCN.mxd

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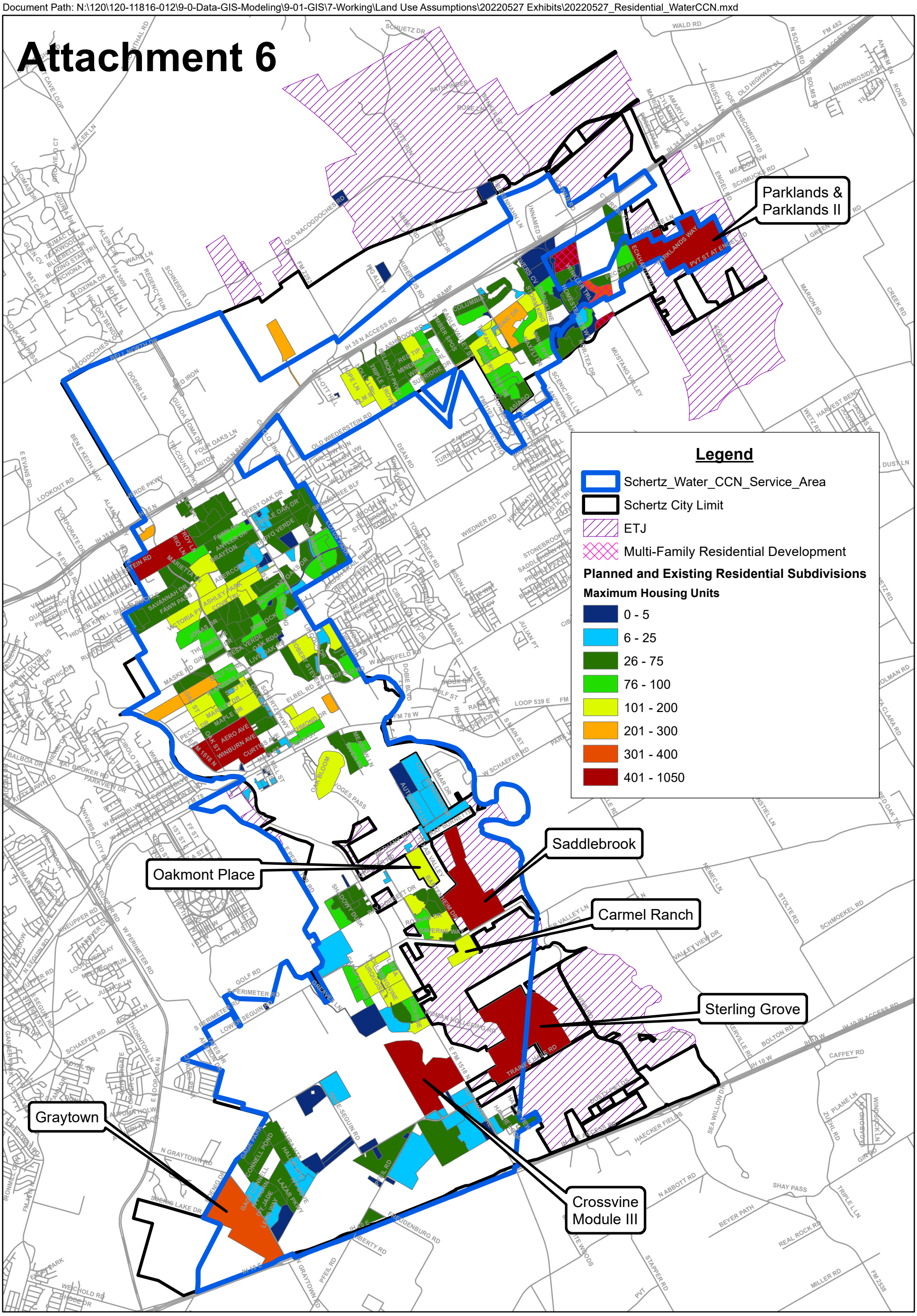

Schertz Planned and Existing Residential Developments
Comparison to Water CCN Service Area
8/8/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

N W E S

0 5,000 10,000 Feet

APPENDIX 7 - PLANNED & EXISTING COMMERCIAL DEVELOPMENTS COMPARISON TO WASTEWATER CCN

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\Land Use Assumptions\20220527 Exhibits\20220531_Commercial-SewerCCN.mxd

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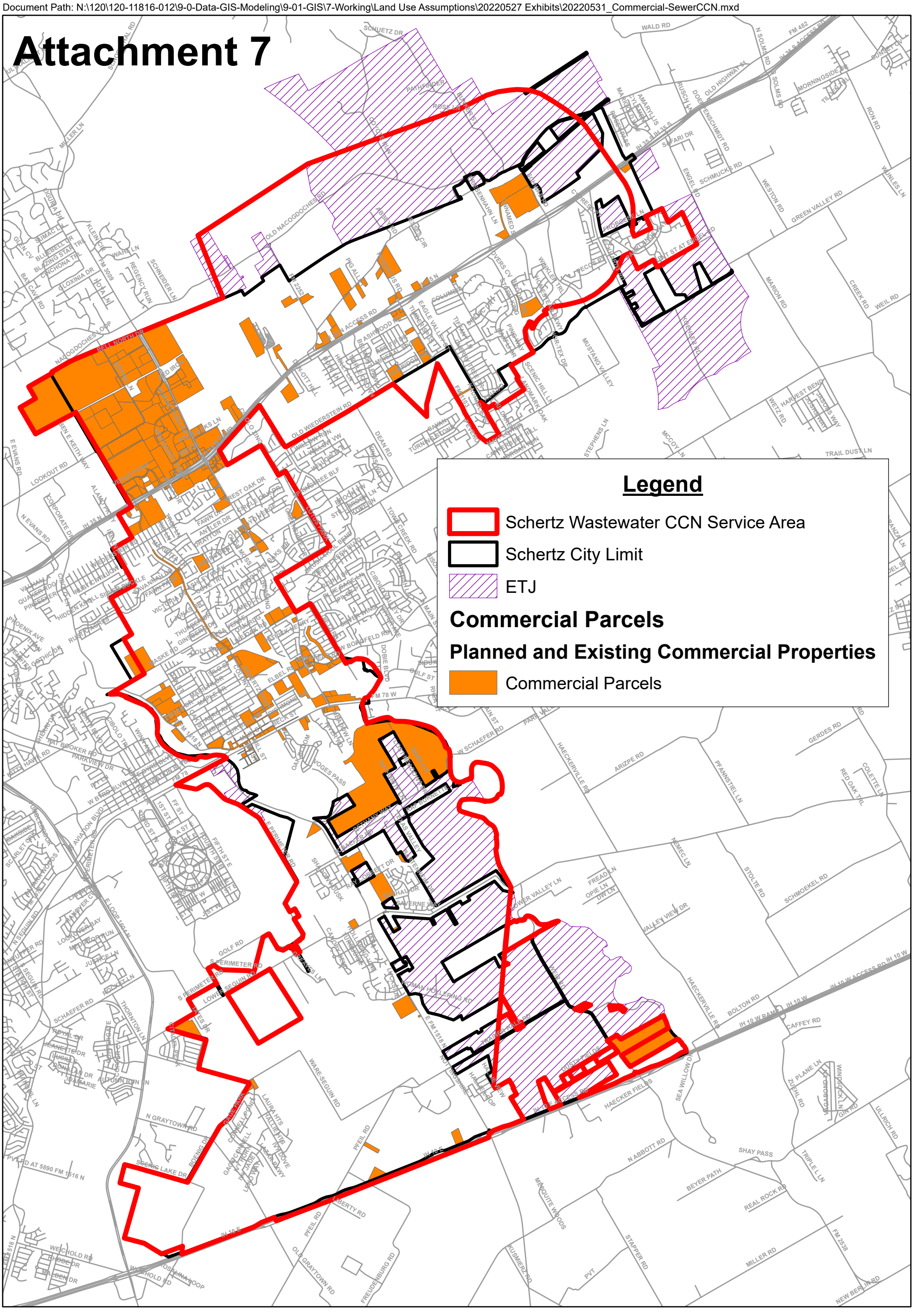

Schertz Planned and Existing Commericial Developments
Comparison to Wastewater CCN Service Area
8/16/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

N W E S

0 5,000 10,000 Feet

APPENDIX 8 - PLANNED & EXISTING COMMERCIAL DEVELOPMENTS COMPARISON TO WATER CCN

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\Land Use Assumptions\20220527 Exhibits\20220531_Commercial-WaterCCN.mxd

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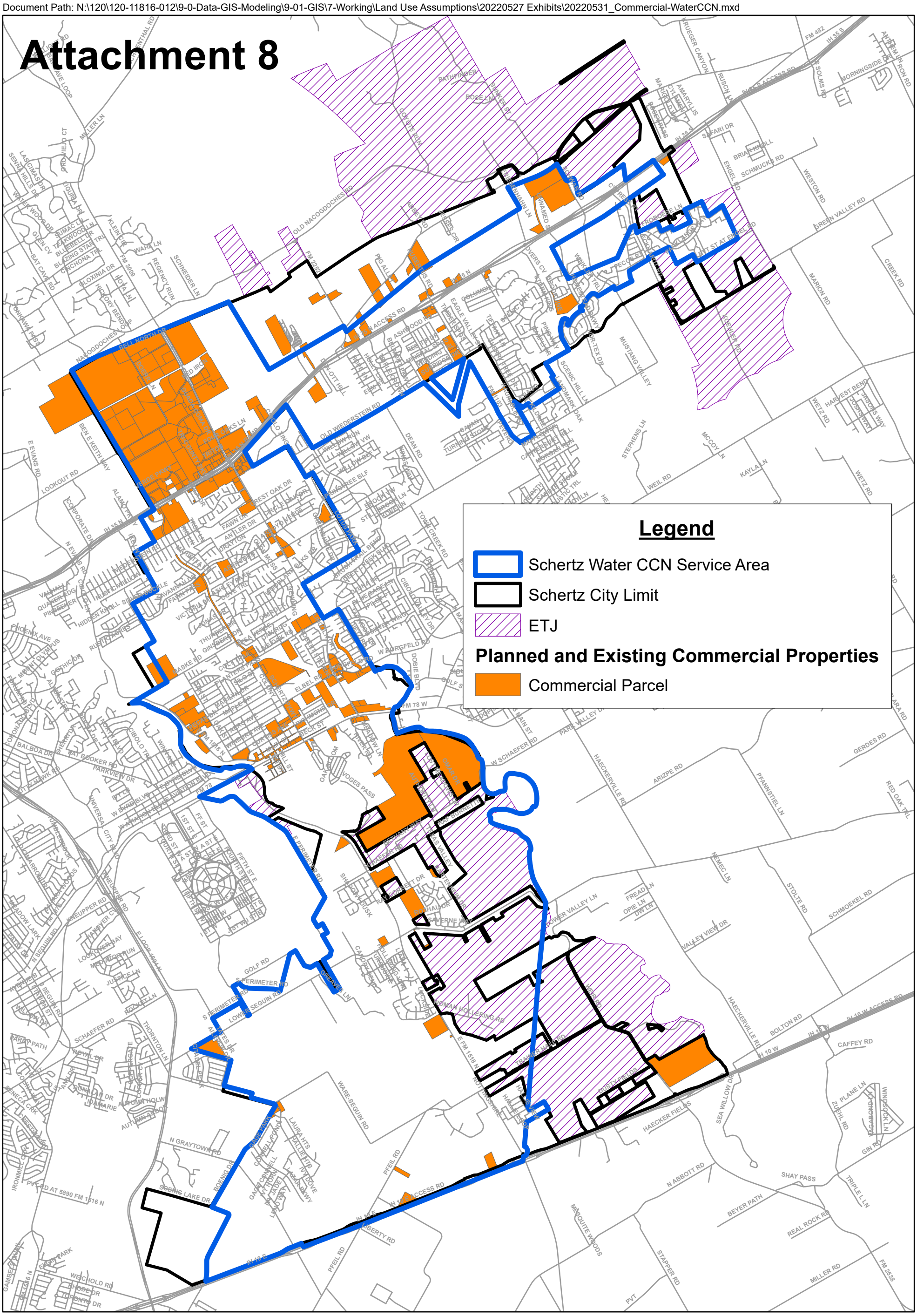

Schertz Planned and Existing Commericial Developments
Comparison to Water CCN Service Area
8/16/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

N W E S

0 5,000 10,000 Feet

APPENDIX 9 - WASTEWATER CCN SERVICE AREA & COMPREHENSIVE LAND USE

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\Land Use Assumptions\20220527 Exhibits\20220527_Schertz Sewer CCN Map.mxd

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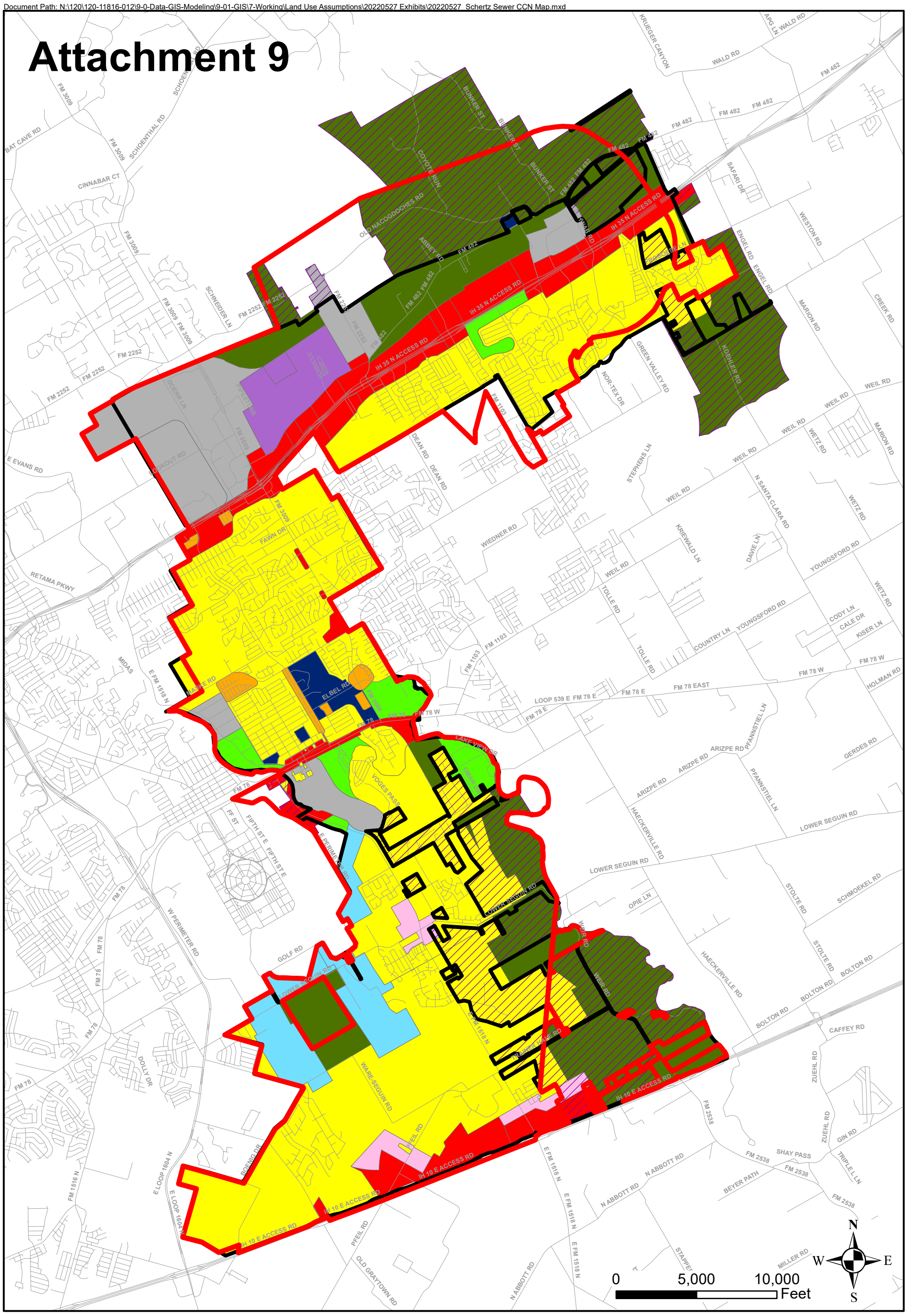


Legend

- ETJ
- Schertz City Limit

Schertz Sewer CCN Service Area

- Schertz Sewer CCN Service Area

Future Land Use

- Agricultural Conservation
- Air Installation
- Civic, Schools
- Commercial
- Industrial
- Mixed Use
- Multi-Family Residential
- Parks, Open Space
- Single Family Residential
- Transition

Schertz
CCN Sewer Service Area Map
Supported Land Uses

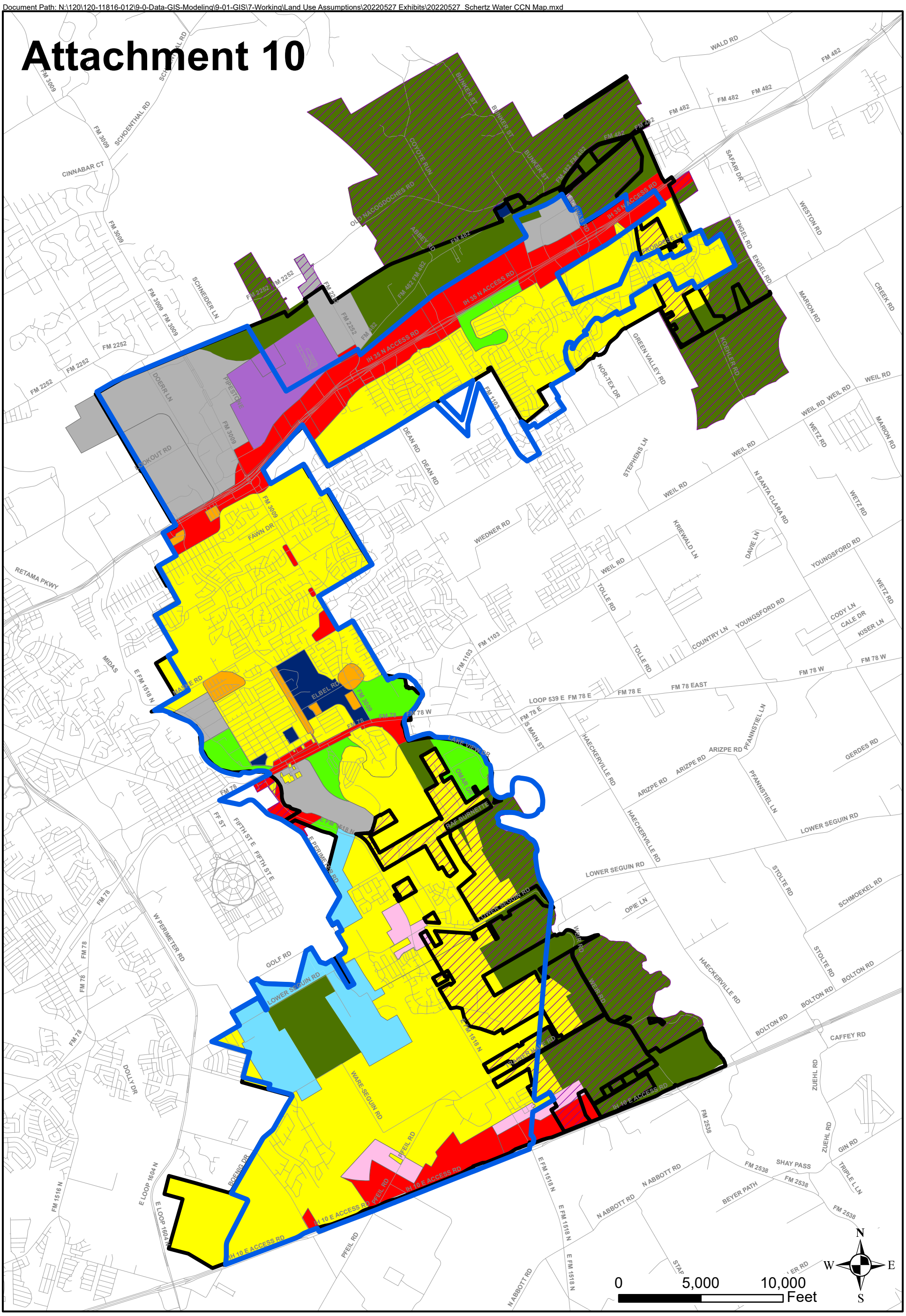
8/8/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

APPENDIX 10 - WATER CCN SERVICE AREA & COMPREHENSIVE LAND USE

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\Land Use Assumptions\20220527 Exhibits\20220527_Schertz Water CCN Map.mxd

Attachment 10



Legend

- ETJ
- Schertz City Limit

Schertz Water CCN Service Area

- Schertz Water CCN Service Area

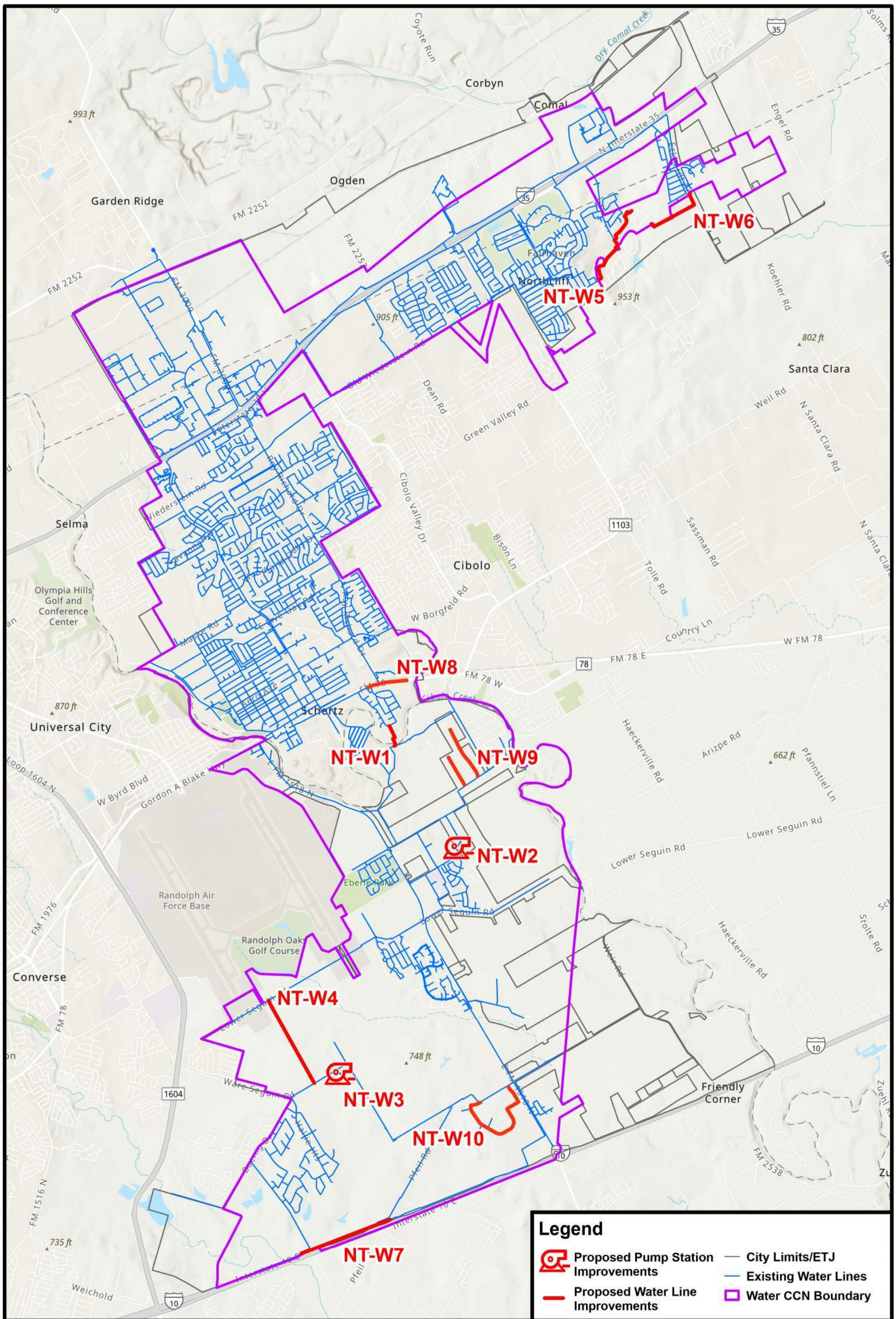
Future Land Use

- Agricultural Conservation
- Air Installation
- Civic, Schools
- Commercial
- Industrial
- Mixed Use
- Multi-Family Residential
- Parks, Open Space
- Single Family Residential
- Transition

Schertz
CCN Water Service Area Map
Supported Land Uses
8/8/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

APPENDIX 11 - NEAR TERM WATER CIP MAP

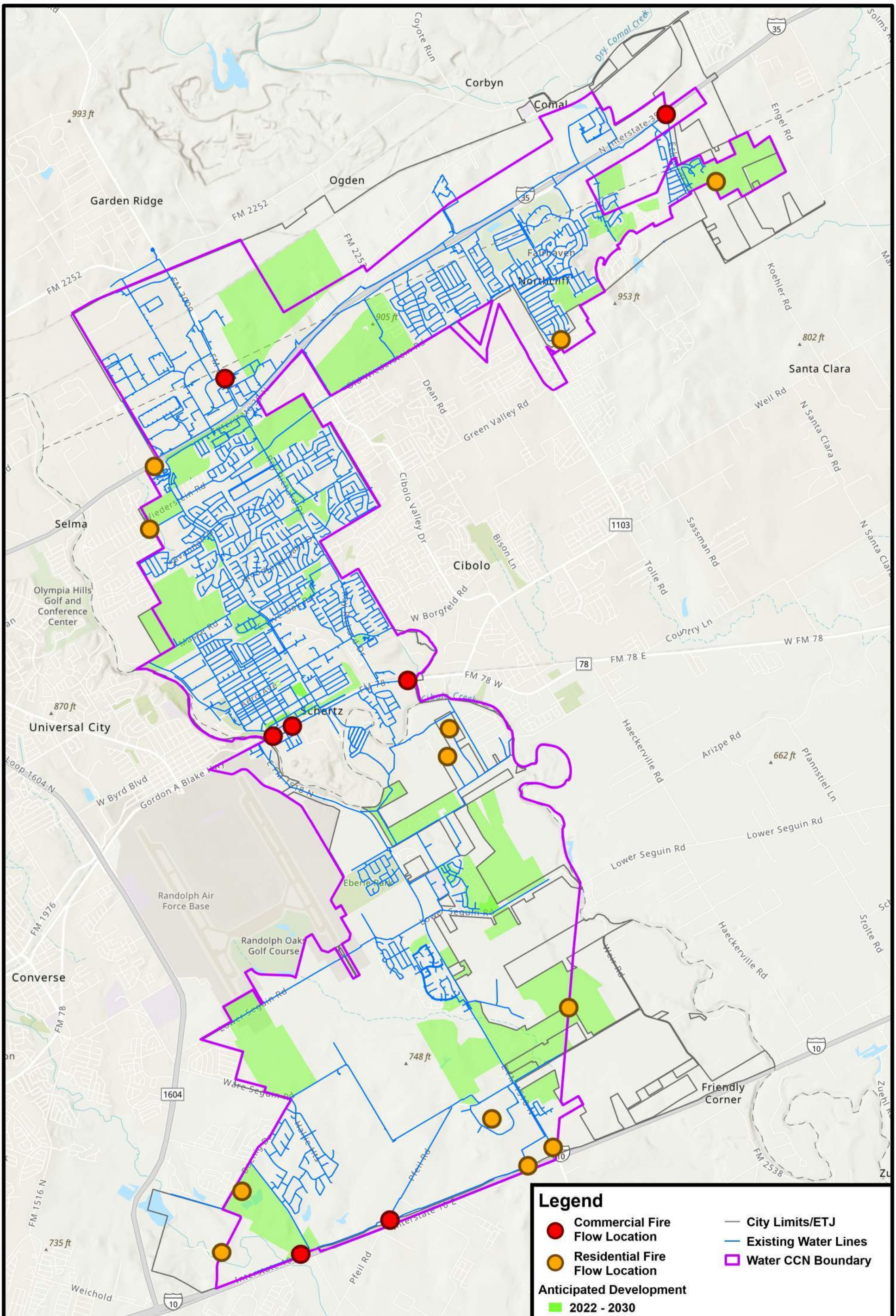


NEAR TERM WATER CIP MAP

Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

APPENDIX 12 - 2030 FIRE FLOW ANALYSIS LOCATIONS



FIRE FLOW ANALYSIS LOCATIONS

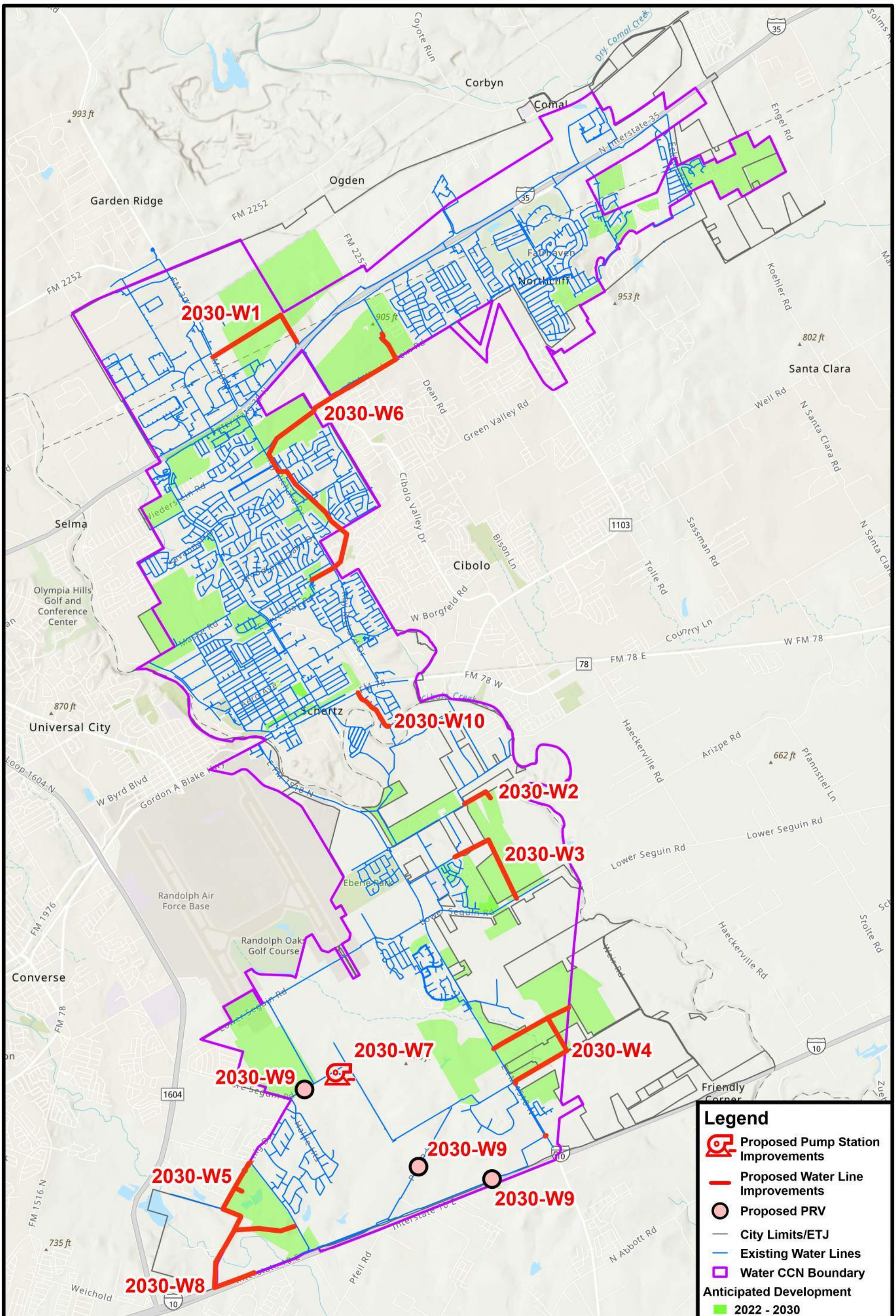
LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 3,500 7,000 14,000 Feet

APPENDIX 13 - 2030 WATER CIP MAP

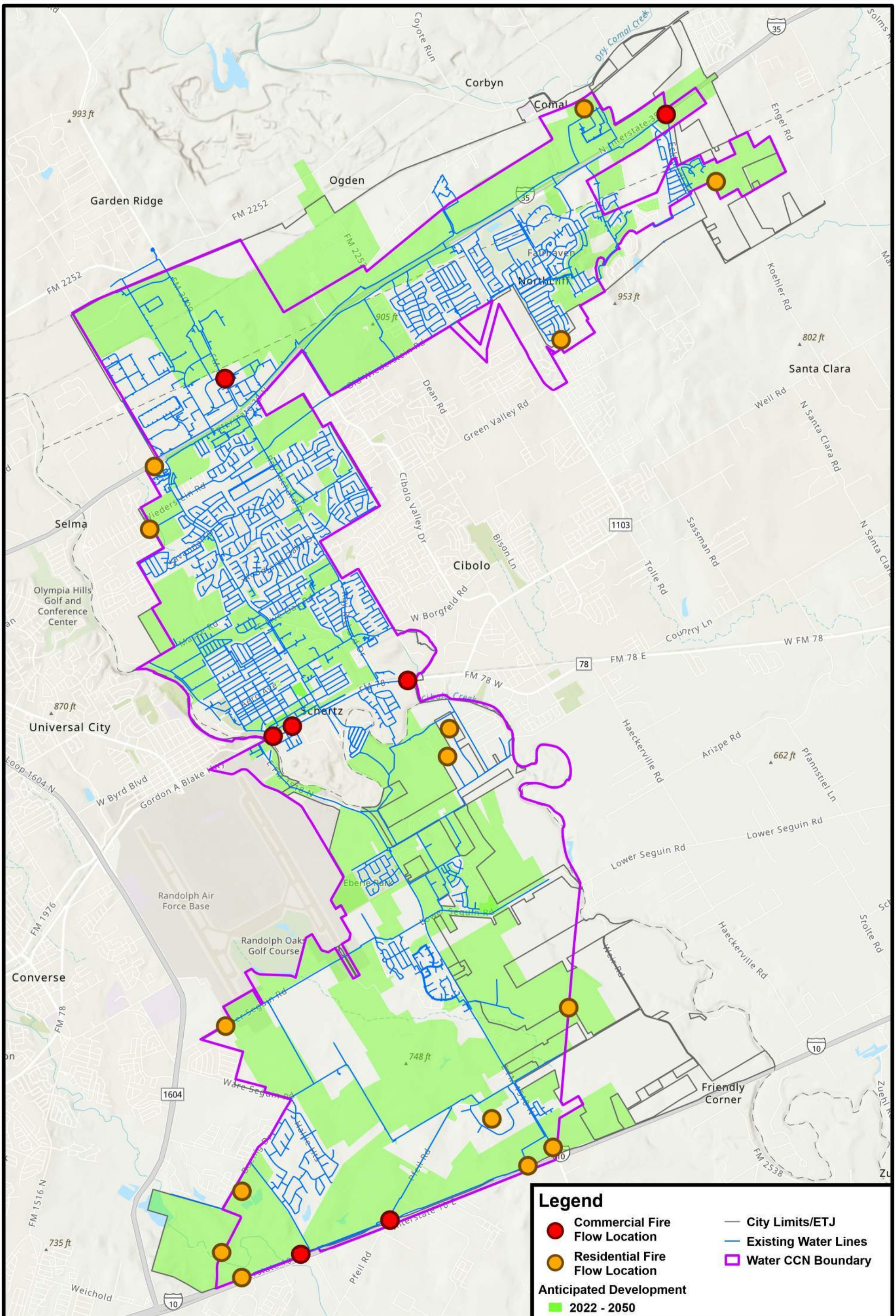


2030 WATER CIP MAP

LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

APPENDIX 14 - 2050 FIRE FLOW ANALYSIS LOCATIONS



2050 FIRE FLOW ANALYSIS LOCATIONS

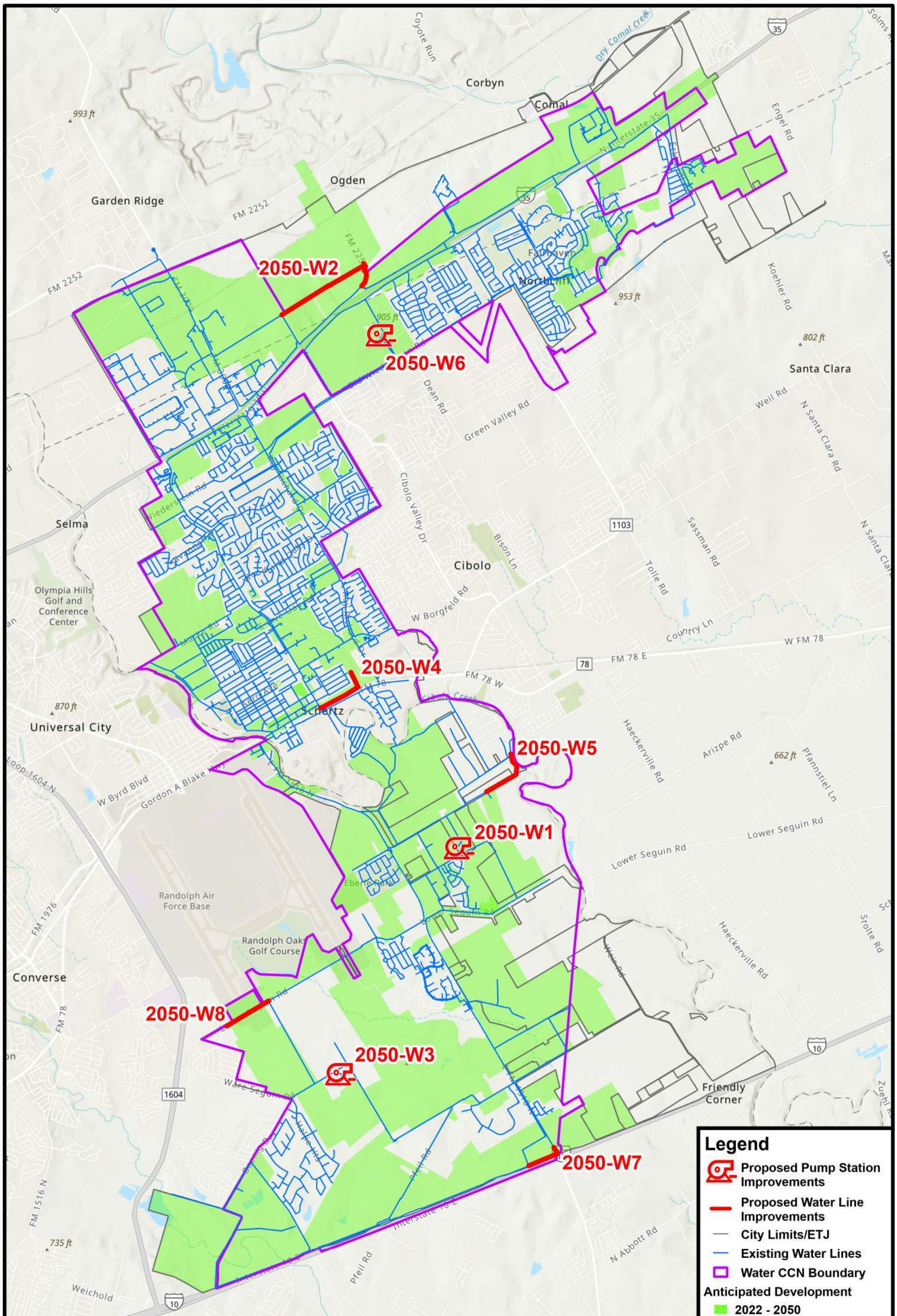
LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 3,500 7,000 14,000 Feet

APPENDIX 15 - 2050 WATER CIP MAP



2050 WATER CIP MAP

LAN
Planning
Engineering
Program Management

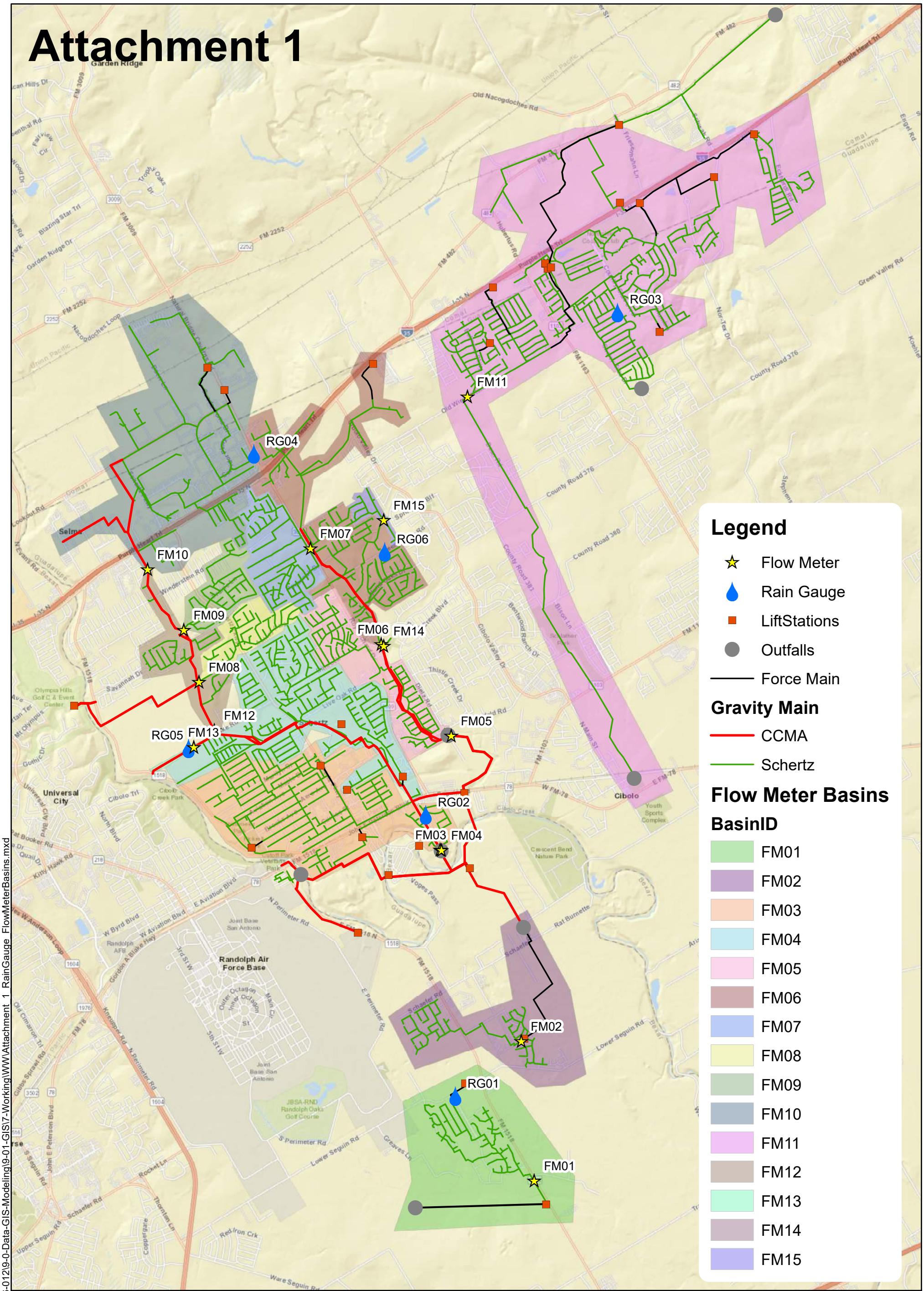
SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 3,500 7,000 14,000 Feet

APPENDIX 16 - FLOW METER, METER BASIN, & RAIN GAUGE LOCATION MAP

Attachment 1



Flow Meter, Meter Basin, and Rain Gauge Location

8/26/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

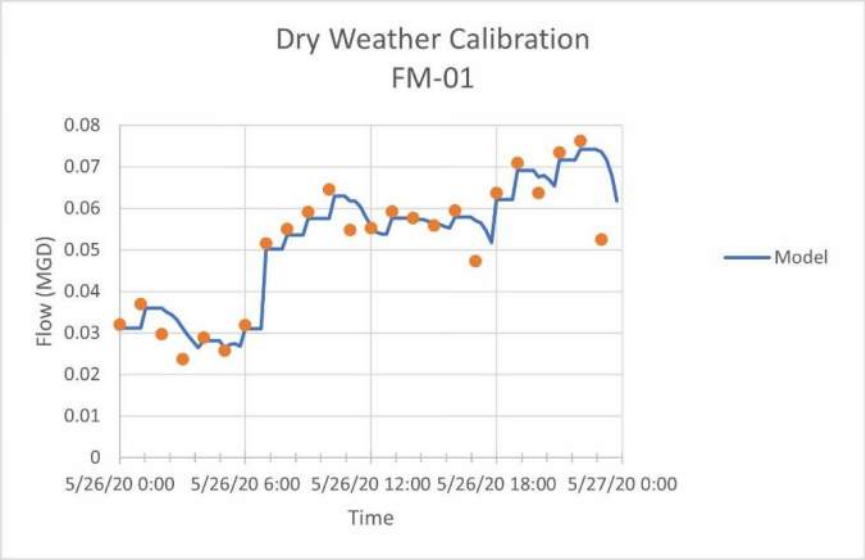
SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 1 2 Miles

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\WW\Attachment_1_RainGauge_FlowMeterBasins.mxd

APPENDIX 17 - DRY WEATHER CALIBRATION GRAPHS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0.07
0.06
0.05
0.04
0.03
0.02
0.01
0
Flow (MGD)
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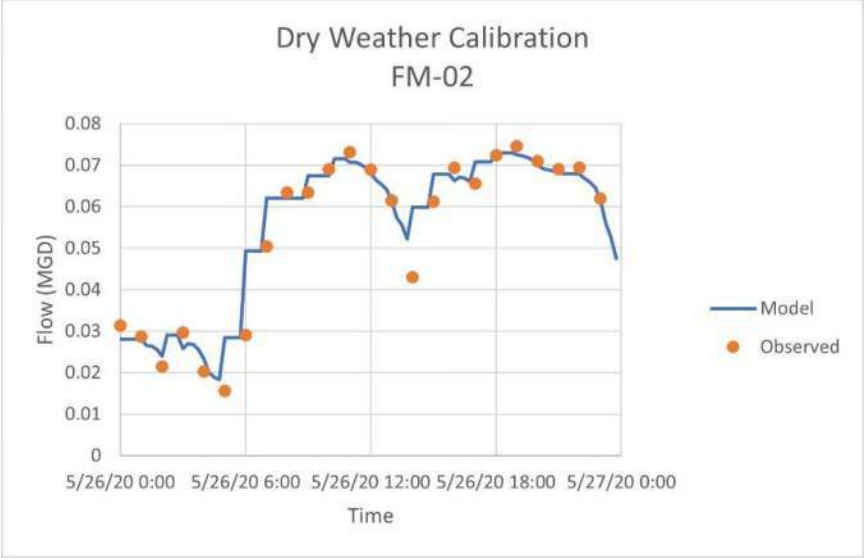
5/26/20 6:00
5/26/20 12:00
5/26/20 18:00
5/27/20 0:00
Time
Model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Model
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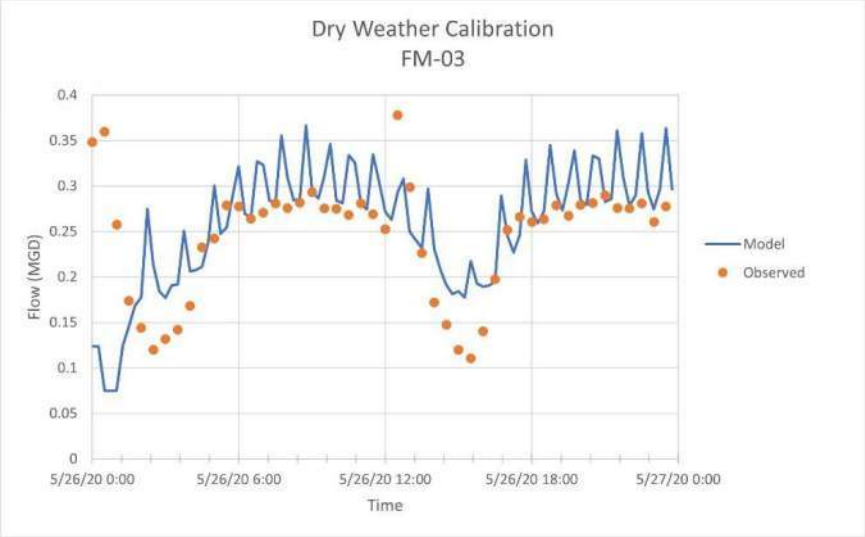
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0.15
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0.05
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Model
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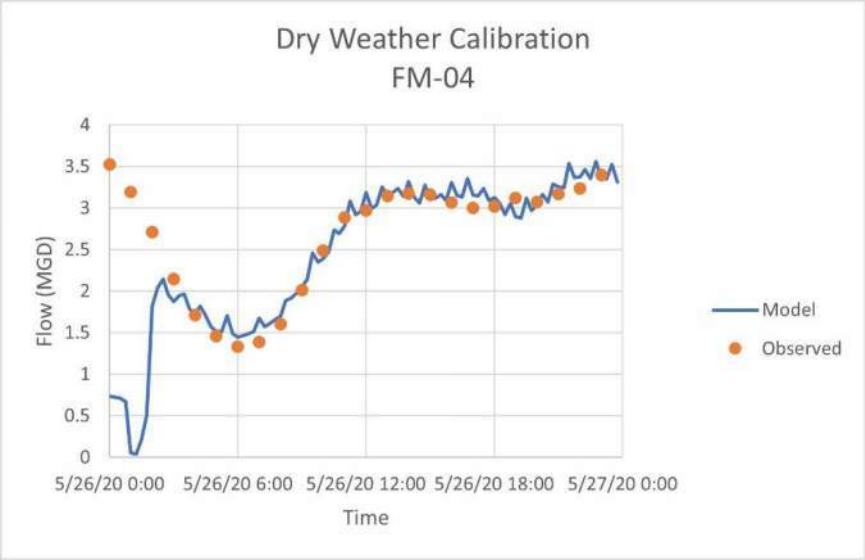
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FM-04
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3
2.5
2
1.5
1
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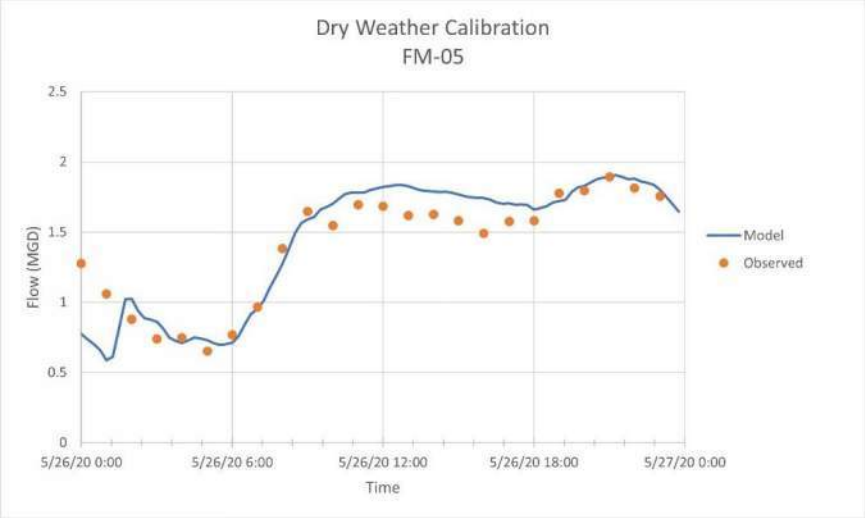
5/26/20 18:00
5/27/20 0:00
Time
Model
Observed


Dry Weather Calibration
FM-05
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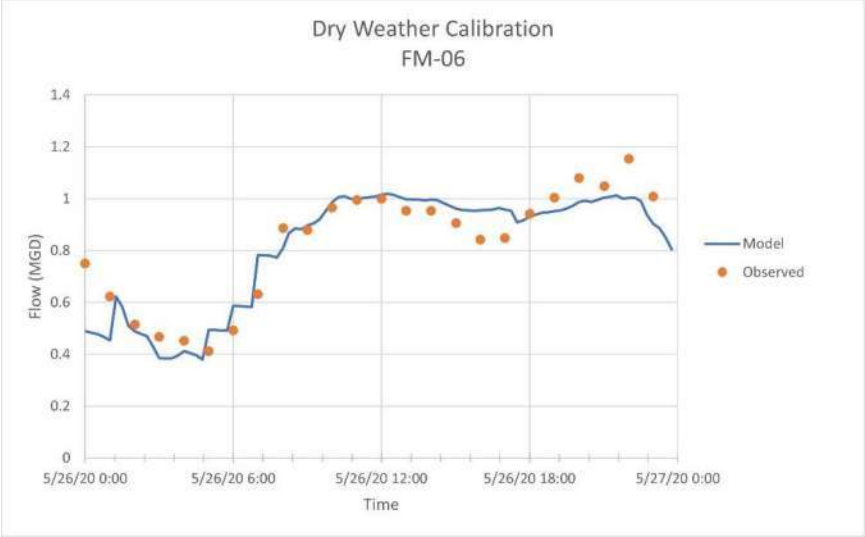
Time
Model
Observed


Dry Weather Calibration
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0.6
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Time
Model
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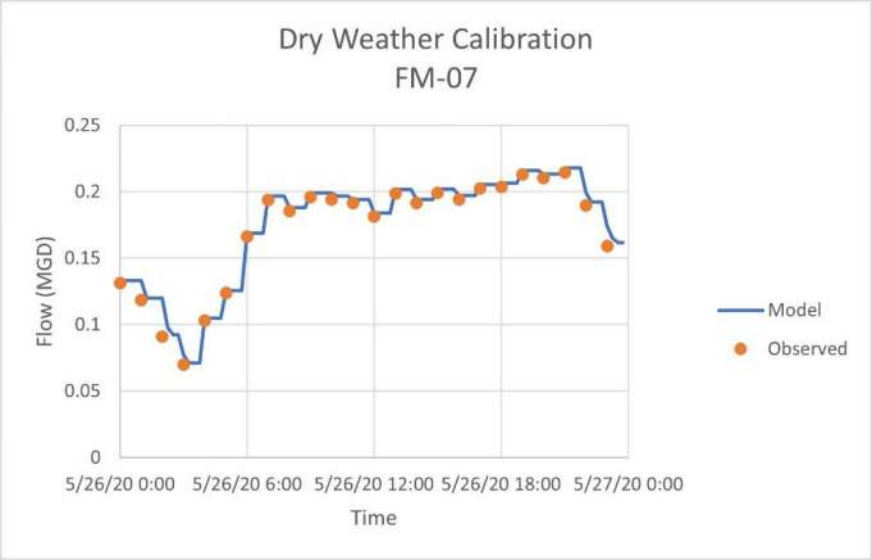
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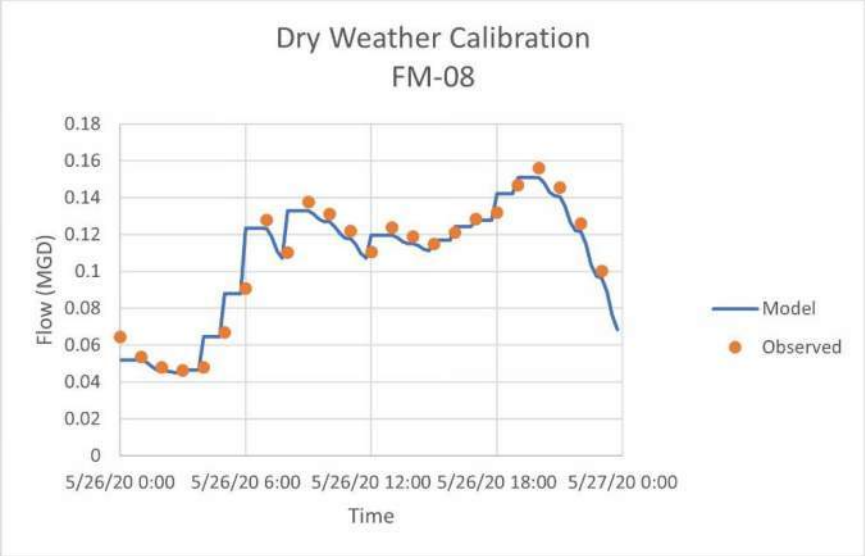
5/26/20 18:00
5/27/20 0:00
Time
Model
Observed


Dry Weather Calibration
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0.12
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0.08
0.06
0.04
0.02
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Flow (MGD)
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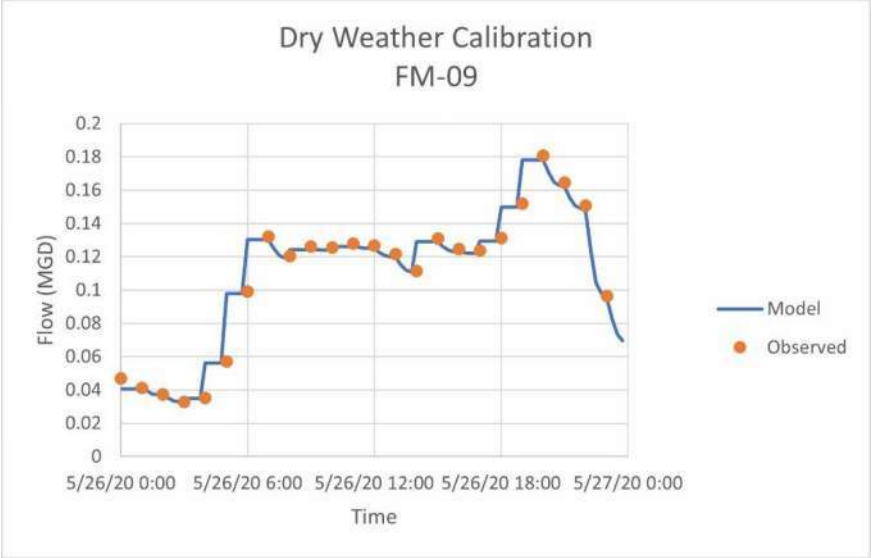
5/26/20 6:00
5/26/20 12:00
5/26/20 18:00
5/27/20 0:00
Time
Model
Observed


Dry Weather Calibration
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0.16
0.14
0.12
0.1
0.08
0.06
0.04
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Flow (MGD)
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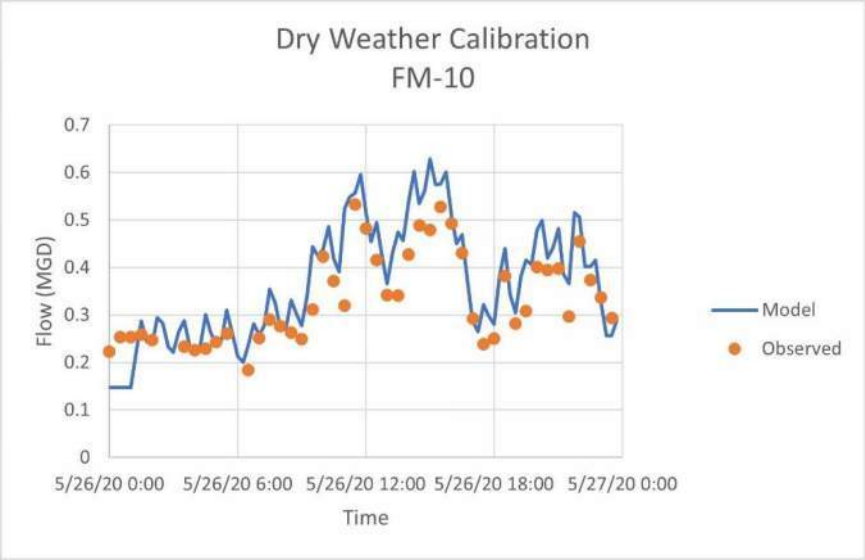
5/26/20 12:00
5/26/20 18:00
5/27/20 0:00
Time
Model
Observed


Dry Weather Calibration
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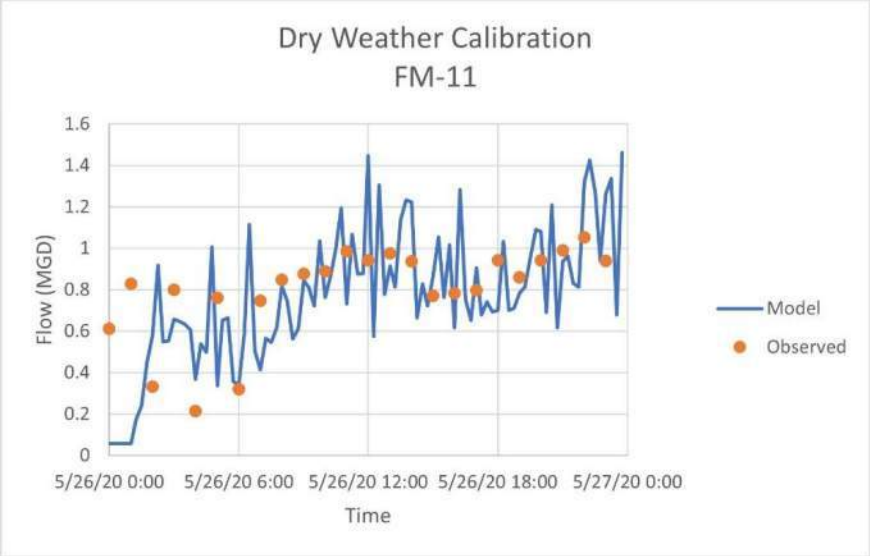
0.5
0.4
0.3
0.2
0.1
0
5/26/20 0:00
5/26/20 6:00
5/26/20 12:00
5/26/20 18:00
5/27/20 0:00
Time
Model
Observed


Dry Weather Calibration
FM-11
Flow (MGD)
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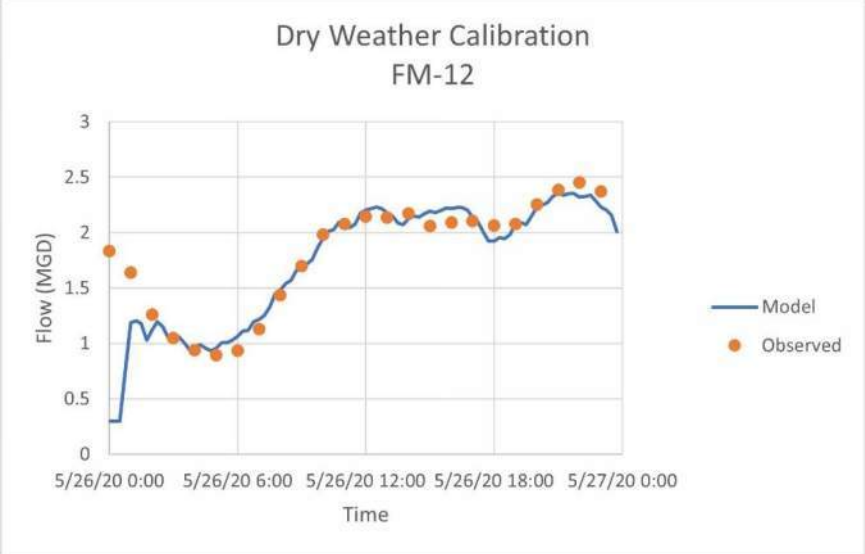
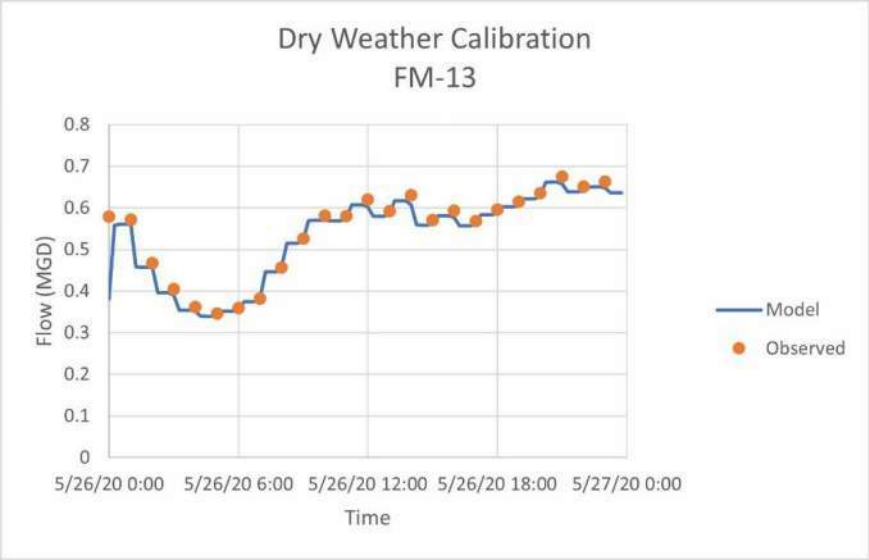
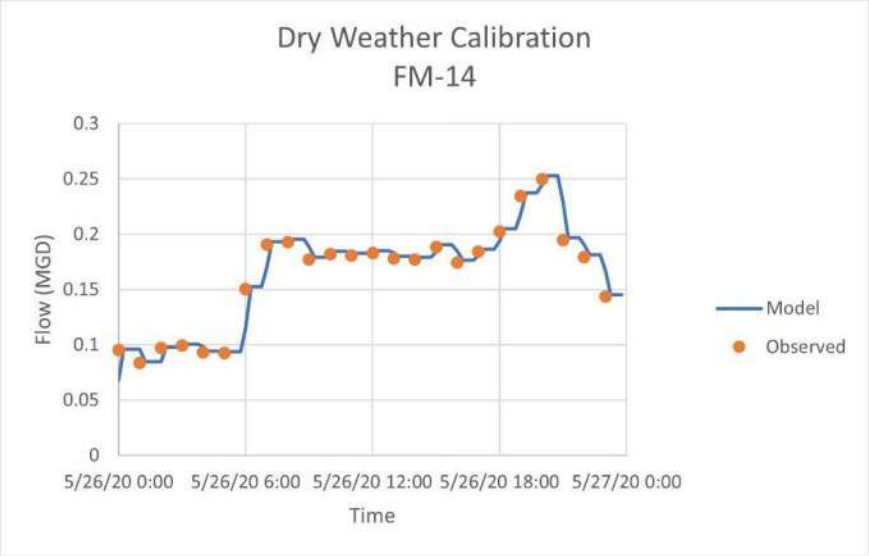
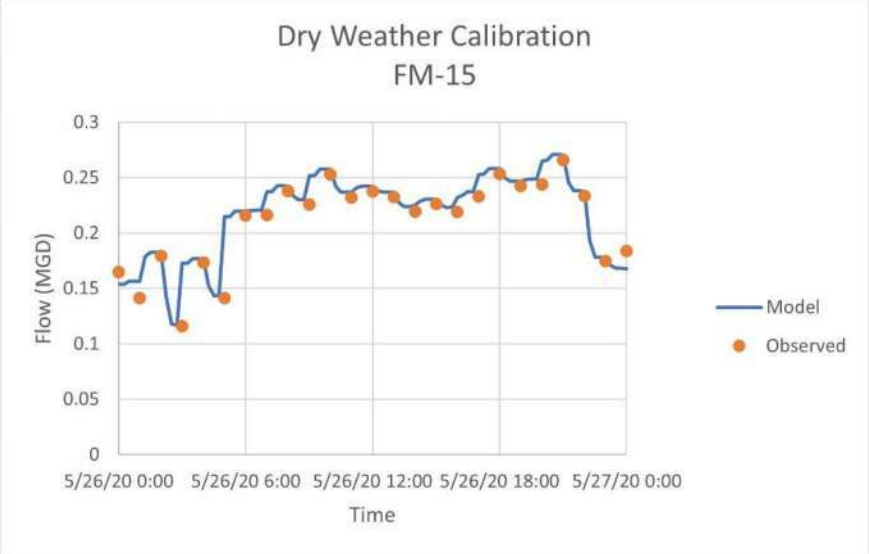
1.4
1.2
1
0.8
0.6
0.4
0.2
0
5/26/20 0:00
5/26/20 6:00
5/26/20 12:00
5/26/20 18:00
5/27/20 0:00
Time
Model
Observed

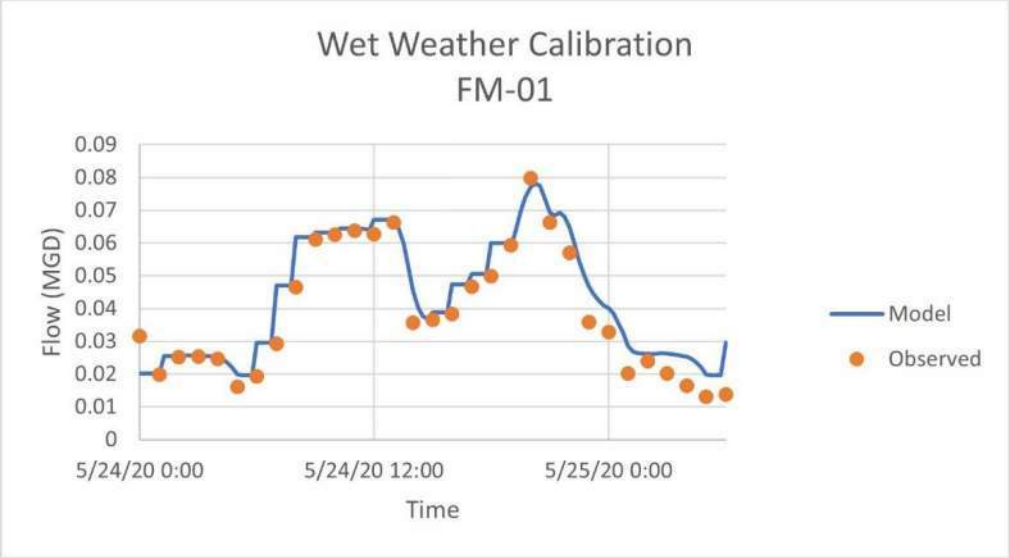

Dry Weather Calibration
FM-12
Flow (MGD)
3
2.5
2
1.5
1
0.5
0
5/26/20 0:00
5/26/20 6:00
5/26/20 12:00
5/26/20 18:00
5/27/20 0:00
Time
Model
Observed

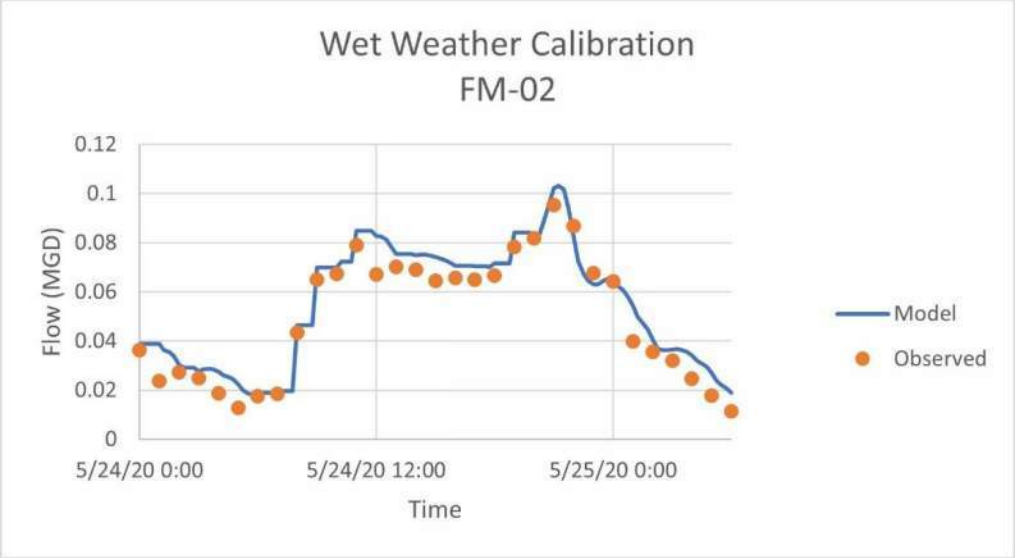

Dry Weather Calibration
FM-13
Flow (MGD)
0.8
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0
5/26/20 0:00
5/26/20 6:00
5/26/20 12:00
5/26/20 18:00
5/27/20 0:00
Time
Model
Observed

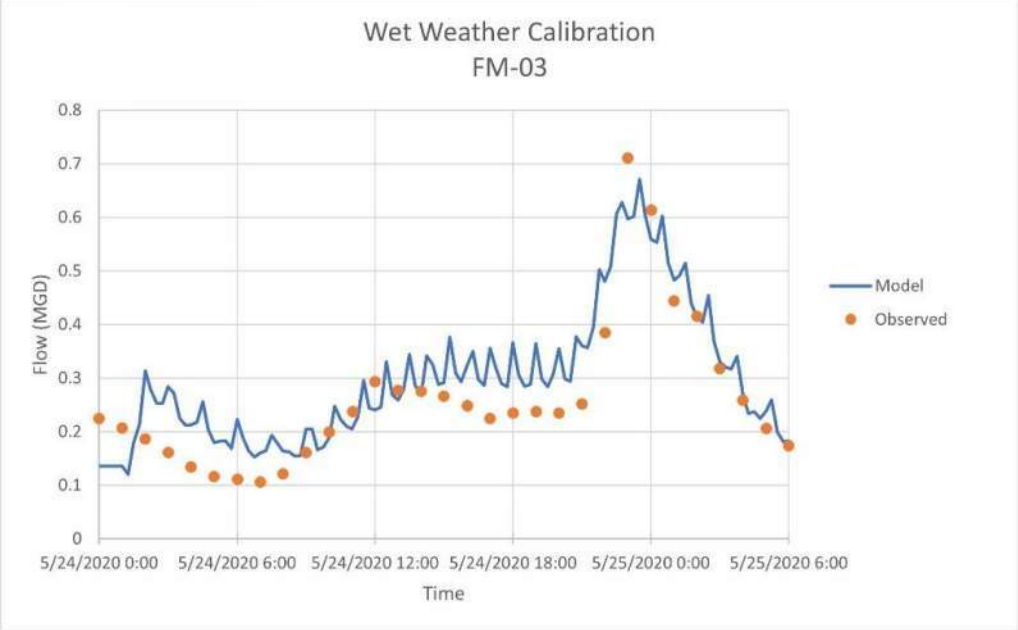

Dry Weather Calibration
FM-14
Flow (MGD)
0.3
0.25
0.2
0.15
0.1
0.05
0
5/26/20 0:00
5/26/20 6:00
5/26/20 12:00
5/26/20 18:00
5/27/20 0:00
Time
Model
Observed

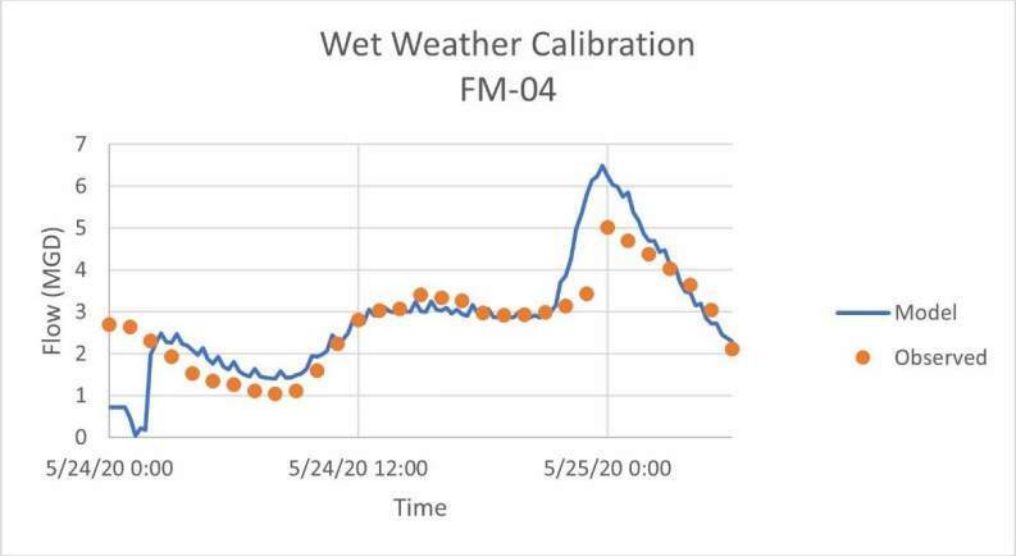

Dry Weather Calibration
FM-15
Flow (MGD)
0.3
0.25
0.2
0.15
0.1
0.05
0
5/26/20 0:00
5/26/20 6:00
5/26/20 12:00
5/26/20 18:00
5/27/20 0:00
Time
Model
Observed

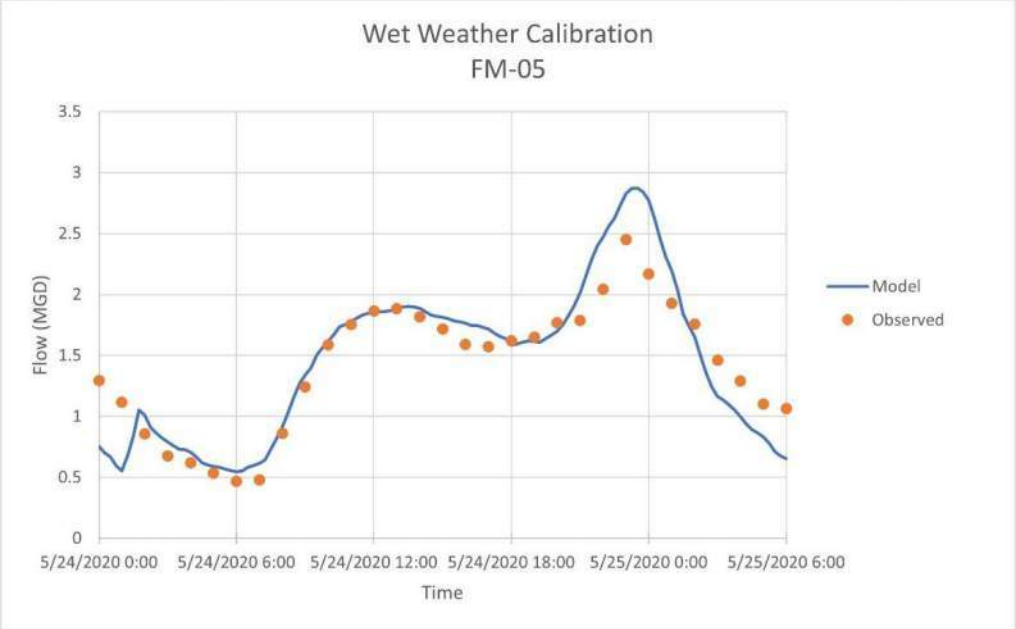
APPENDIX 18 - WET WEATHER CALIBRATION GRAPHS

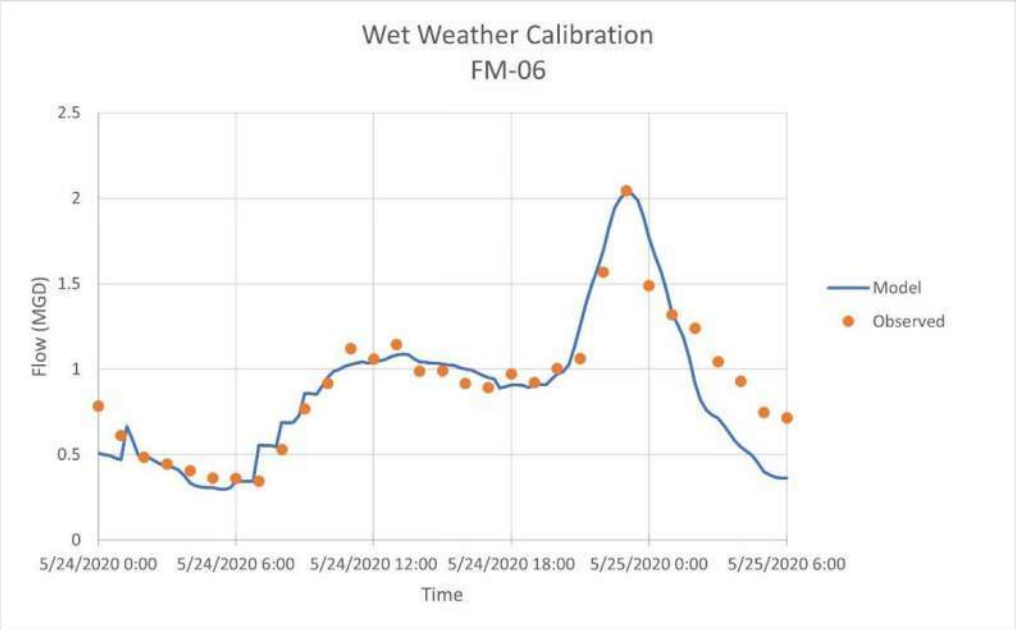

Wet Weather Calibration
FM-01
Flow (MGD)
0.09
0.08
0.07
0.06
0.05
0.04
0.03
0.02
0.01
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed

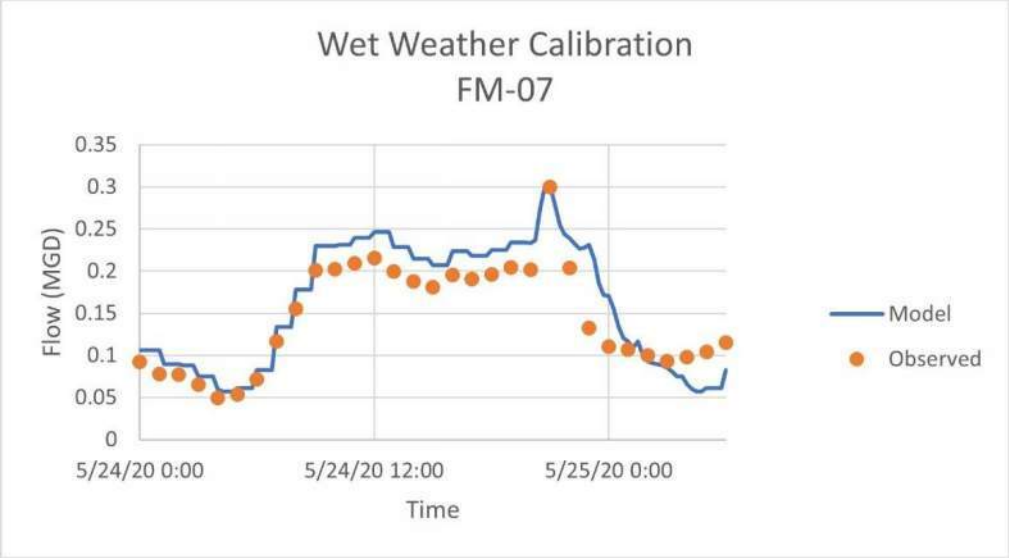

Wet Weather Calibration
FM-02
Flow (MGD)
0.12
0.1
0.08
0.06
0.04
0.02
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed

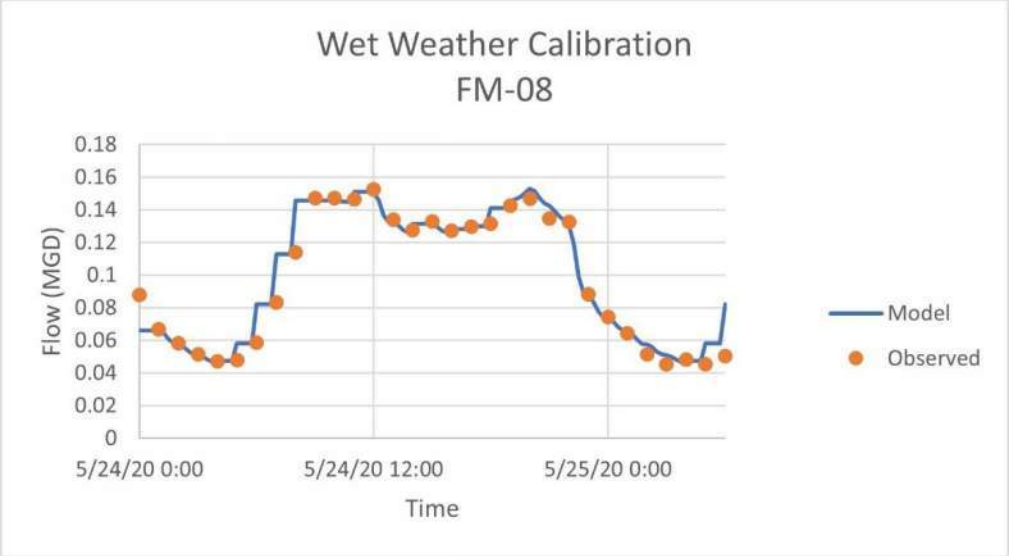

Wet Weather Calibration
FM-03
Flow (MGD)
0.8
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0
5/24/2020 0:00
5/24/2020 6:00
5/24/2020 12:00
5/24/2020 18:00
5/25/2020 0:00
5/25/2020 6:00
Time
Model
Observed

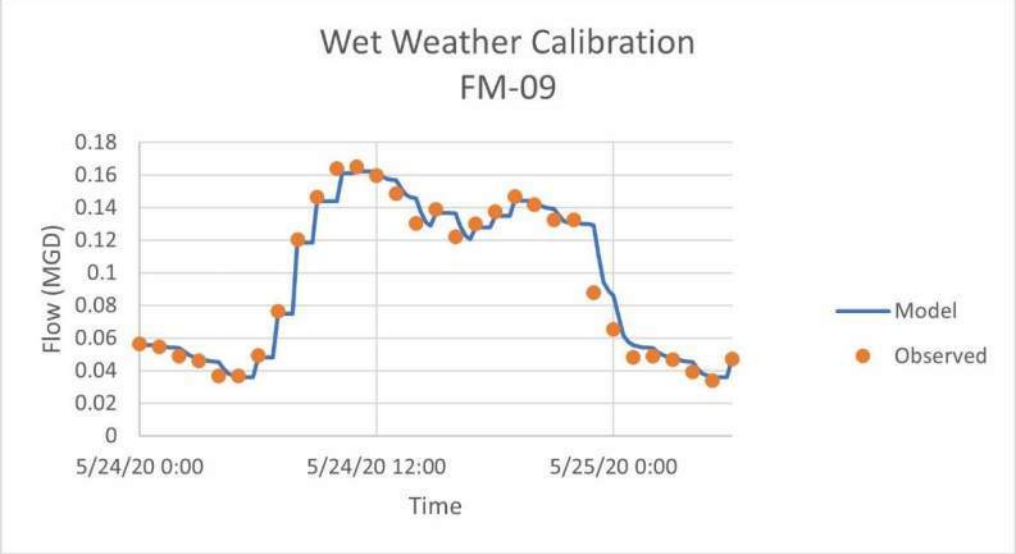

Wet Weather Calibration
FM-04
Flow (MGD)
7
6
5
4
3
2
1
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed

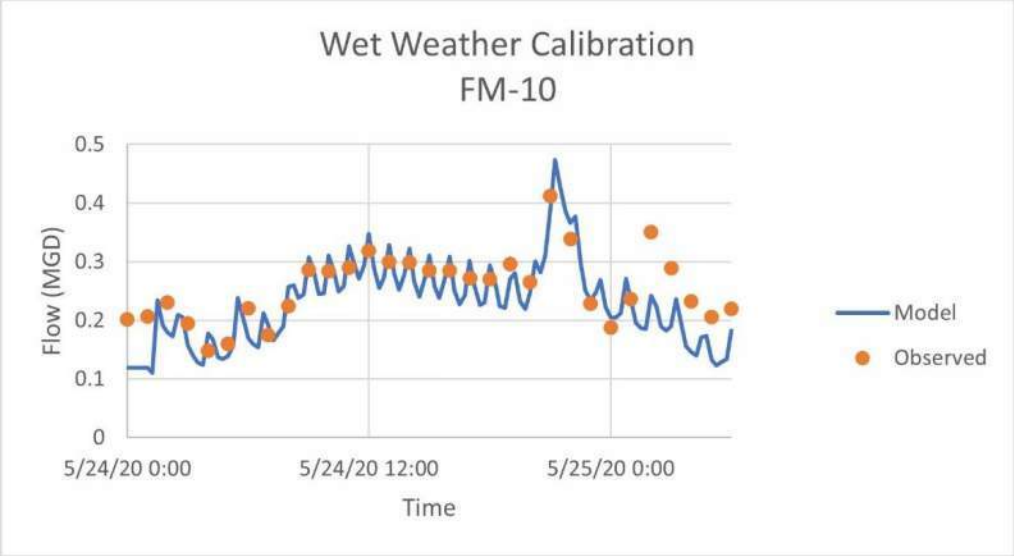

Wet Weather Calibration
FM-05
Flow (MGD)
3.5
3
2.5
2
1.5
1
0.5
0
5/24/2020 0:00
5/24/2020 6:00
5/24/2020 12:00
5/24/2020 18:00
5/25/2020 0:00
5/25/2020 6:00
Time
Model
Observed

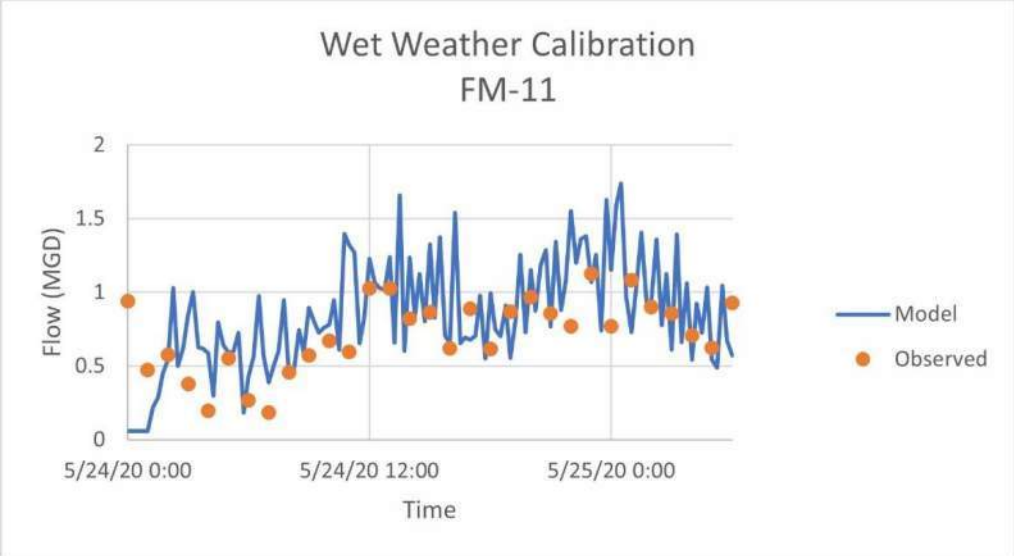

Wet Weather Calibration
FM-06
Flow (MGD)
2.5
2
1.5
1
0.5
0
5/24/2020 0:00
5/24/2020 6:00
5/24/2020 12:00
5/24/2020 18:00
5/25/2020 0:00
5/25/2020 6:00
Time
Model
Observed

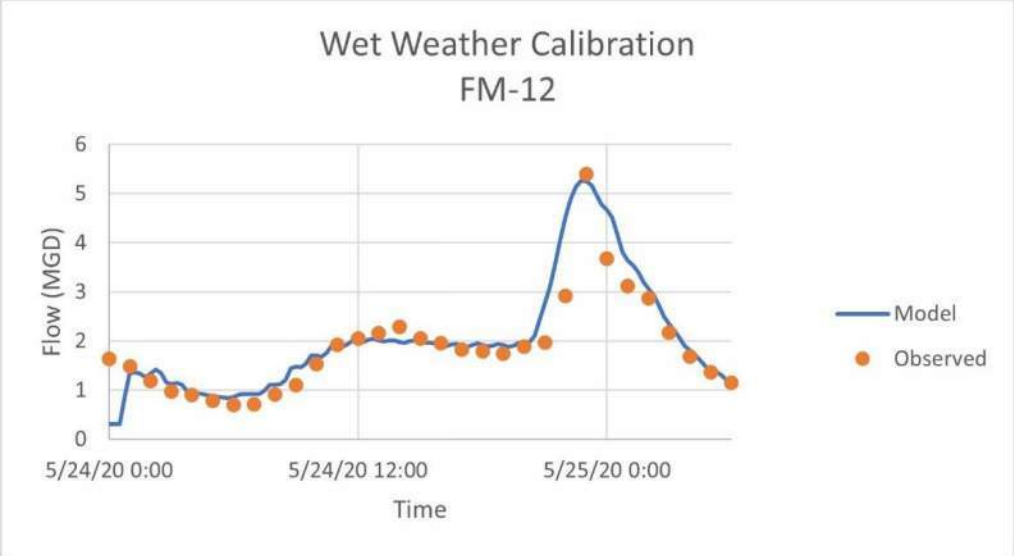

Wet Weather Calibration
FM-07
Flow (MGD)
0.35
0.3
0.25
0.2
0.15
0.1
0.05
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed

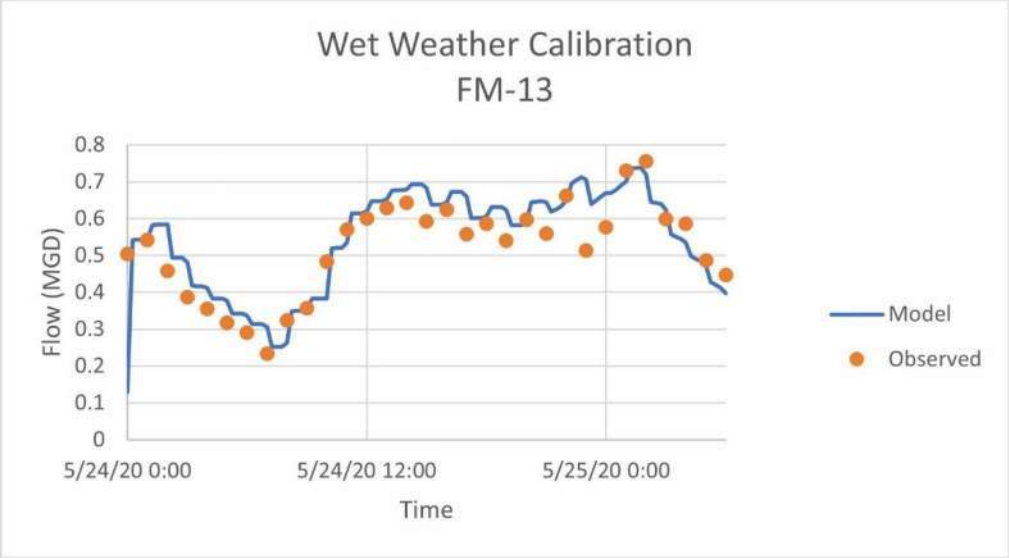

Wet Weather Calibration
FM-08
Flow (MGD)
0.18
0.16
0.14
0.12
0.1
0.08
0.06
0.04
0.02
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed

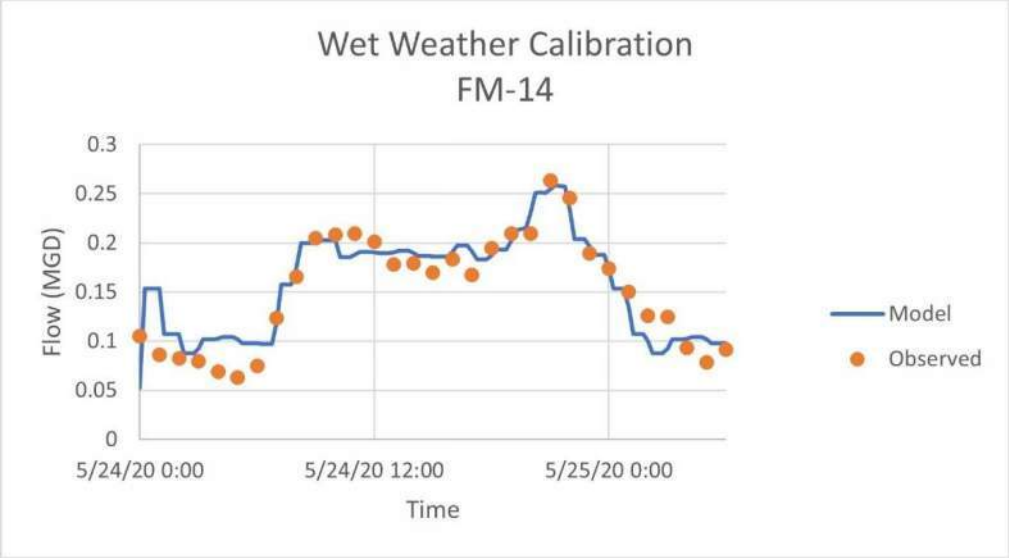

Wet Weather Calibration
FM-09
Flow (MGD)
0.18
0.16
0.14
0.12
0.1
0.08
0.06
0.04
0.02
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed

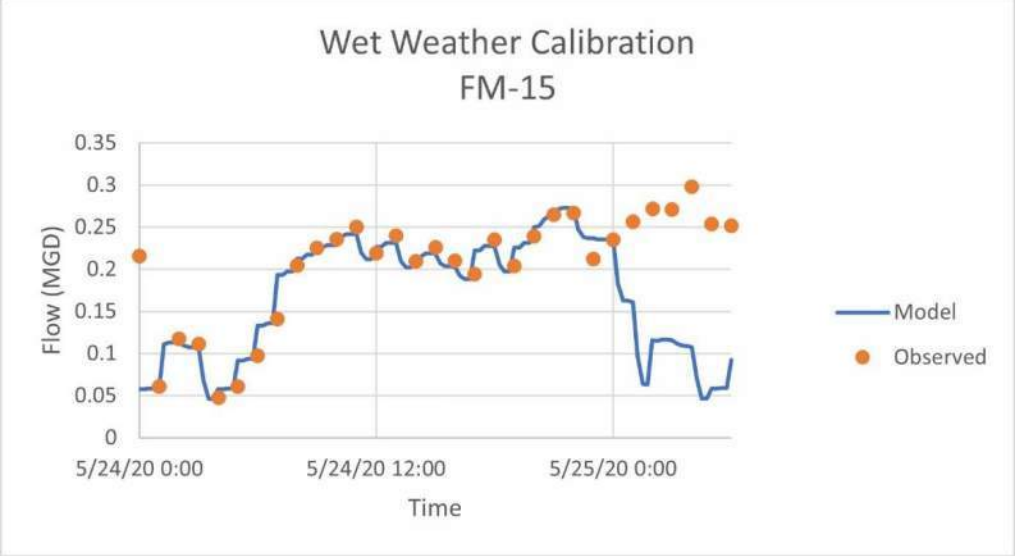

Wet Weather Calibration
FM-10
Flow (MGD)
0.5
0.4
0.3
0.2
0.1
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed


Wet Weather Calibration
FM-11
Flow (MGD)
2
1.5
1
0.5
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed


Wet Weather Calibration
FM-12
Flow (MGD)
6
5
4
3
2
1
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed


Wet Weather Calibration
FM-13
Flow (MGD)
0.8
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed

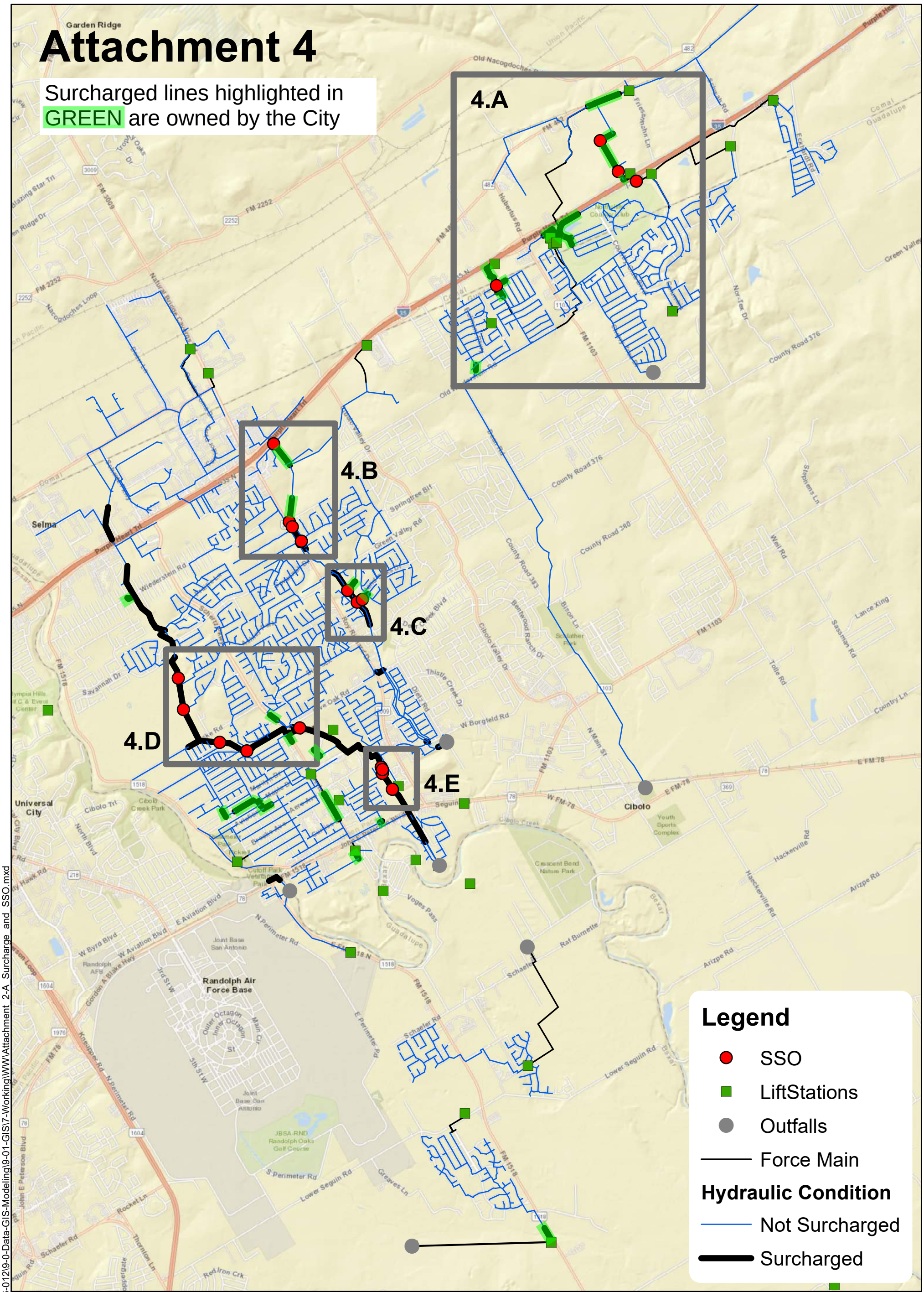

Wet Weather Calibration
FM-14
Flow (MGD)
0.3
0.25
0.2
0.15
0.1
0.05
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed


Wet Weather Calibration
FM-15
Flow (MGD)
0.35
0.3
0.25
0.2
0.15
0.1
0.05
0
5/24/20 0:00
5/24/20 12:00
5/25/20 0:00
Time
Model
Observed

APPENDIX 19 - EXISTING SYSTEM EVALUATION RESULTS, SURCHARGE, & SSO LOCATION MAPS

Attachment 4

Surcharged lines highlighted in GREEN are owned by the City



Existing System Evaluation Results - Surcharge and SSO Locations

8/26/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

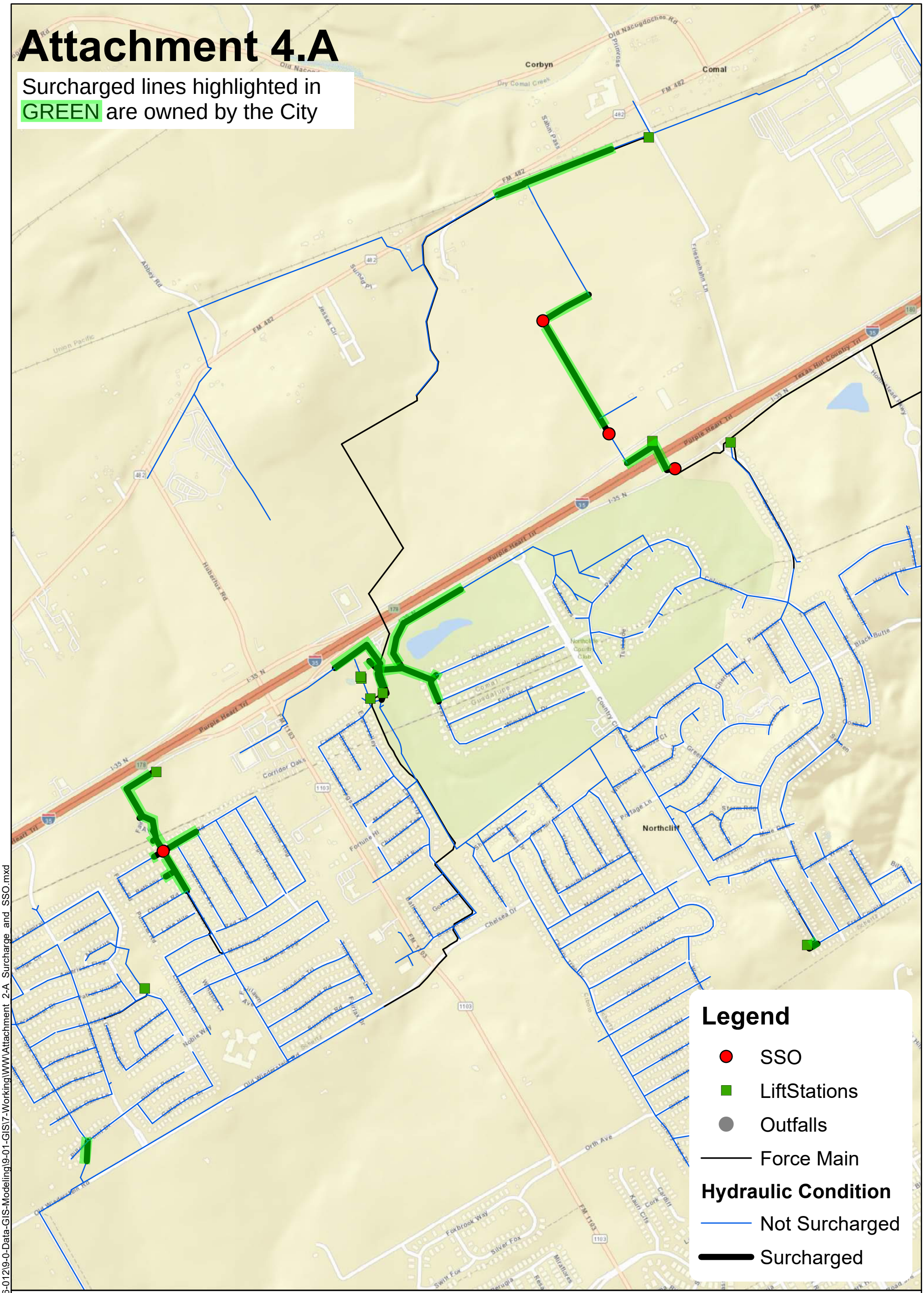
N W E S

0 1 2 Miles

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\WW\Attachment 2-A Surcharge and SSO.mxd

Attachment 4.A

Surcharged lines highlighted in GREEN are owned by the City



Existing System Evaluation Results - Surcharge and SSO Locations

8/26/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

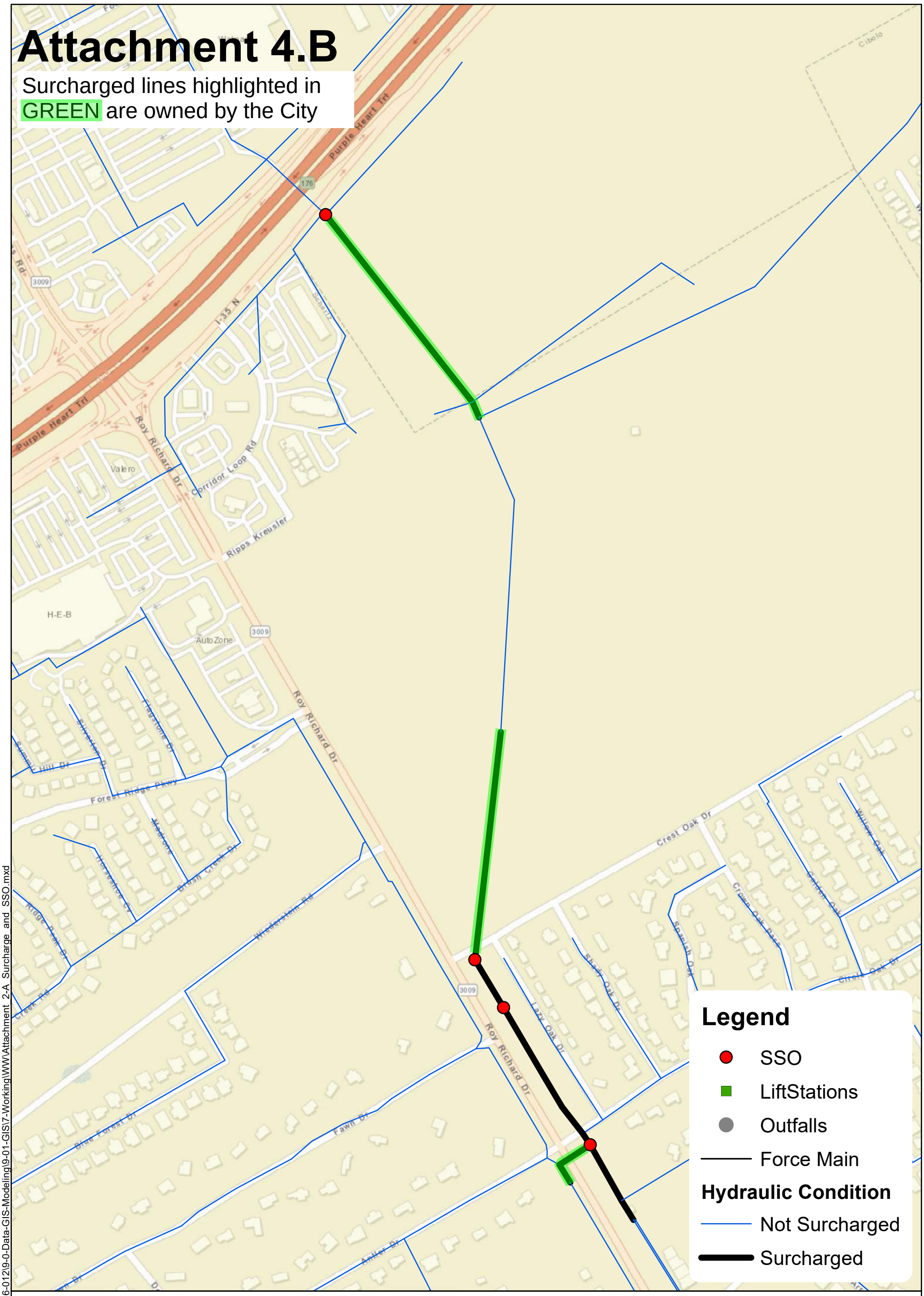
N W E S

0 0.275 0.55 Miles

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\WW\Attachment 2-A Surcharge and SSO.mxd

Attachment 4.B

Surcharged lines highlighted in GREEN are owned by the City



Existing System Evaluation Results - Surcharge and SSO Locations

8/26/2022

N W E S

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

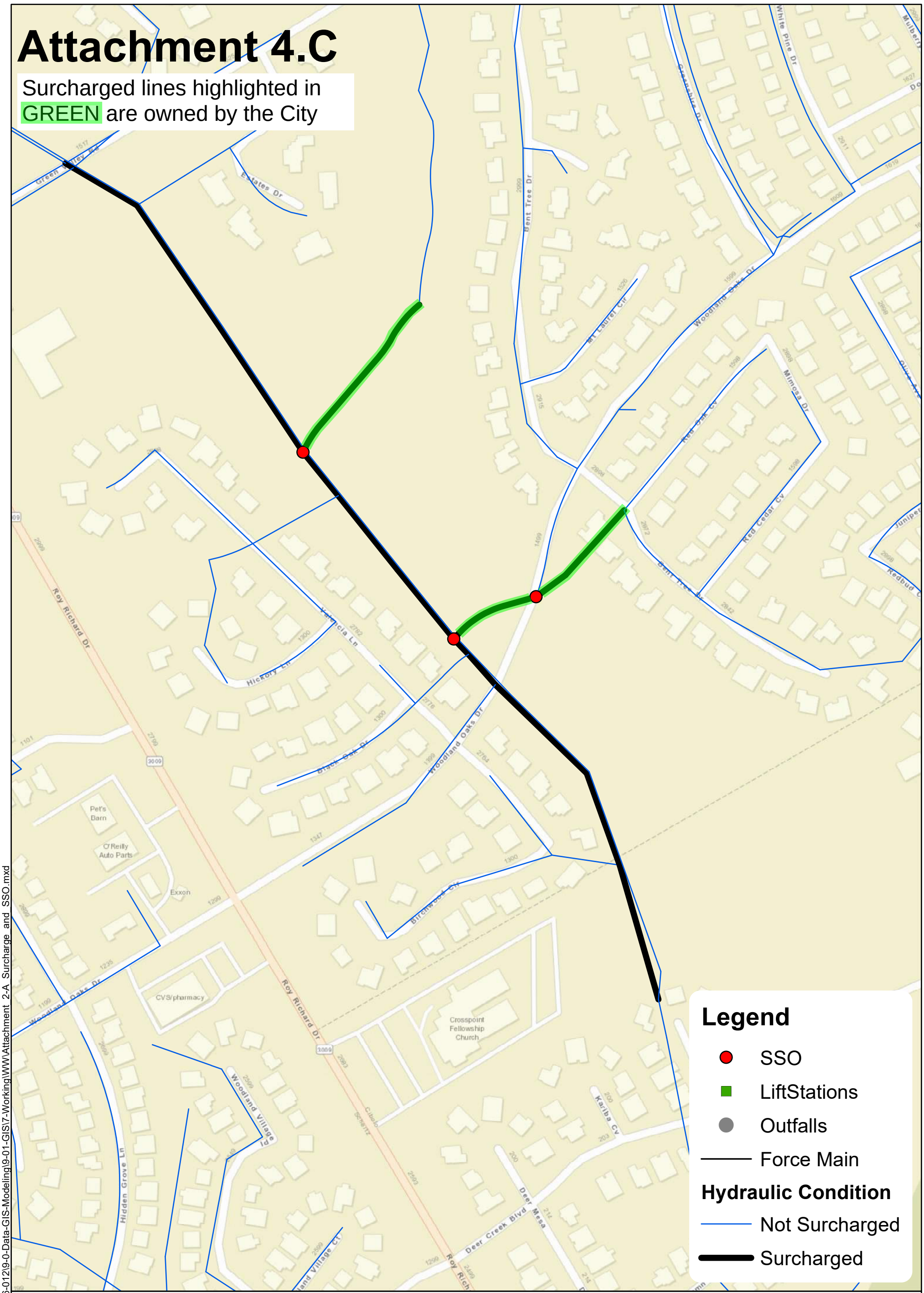
SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

0 0.1 0.2 Miles

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\WW\Attachment 2-A Surcharge and SSO.mxd

Attachment 4.C

Surcharged lines highlighted in GREEN are owned by the City



Existing System Evaluation Results - Surcharge and SSO Locations

8/26/2022

N
W E
S

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

0 0.05 0.1 Miles

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\WW\Attachment 2-A Surcharge and SSO.mxd

Attachment 4.D

Surcharged lines highlighted in GREEN are owned by the City

Existing System Evaluation Results - Surcharge and SSO Locations

8/26/2022

Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 0.15 0.3 Miles

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\WW\Attachment_2-A_Surcharge_and_SSO.mxd

Attachment 4.E

Surcharged lines highlighted in GREEN are owned by the City

Existing System Evaluation Results - Surcharge and SSO Locations

8/26/2022

N
W E
S

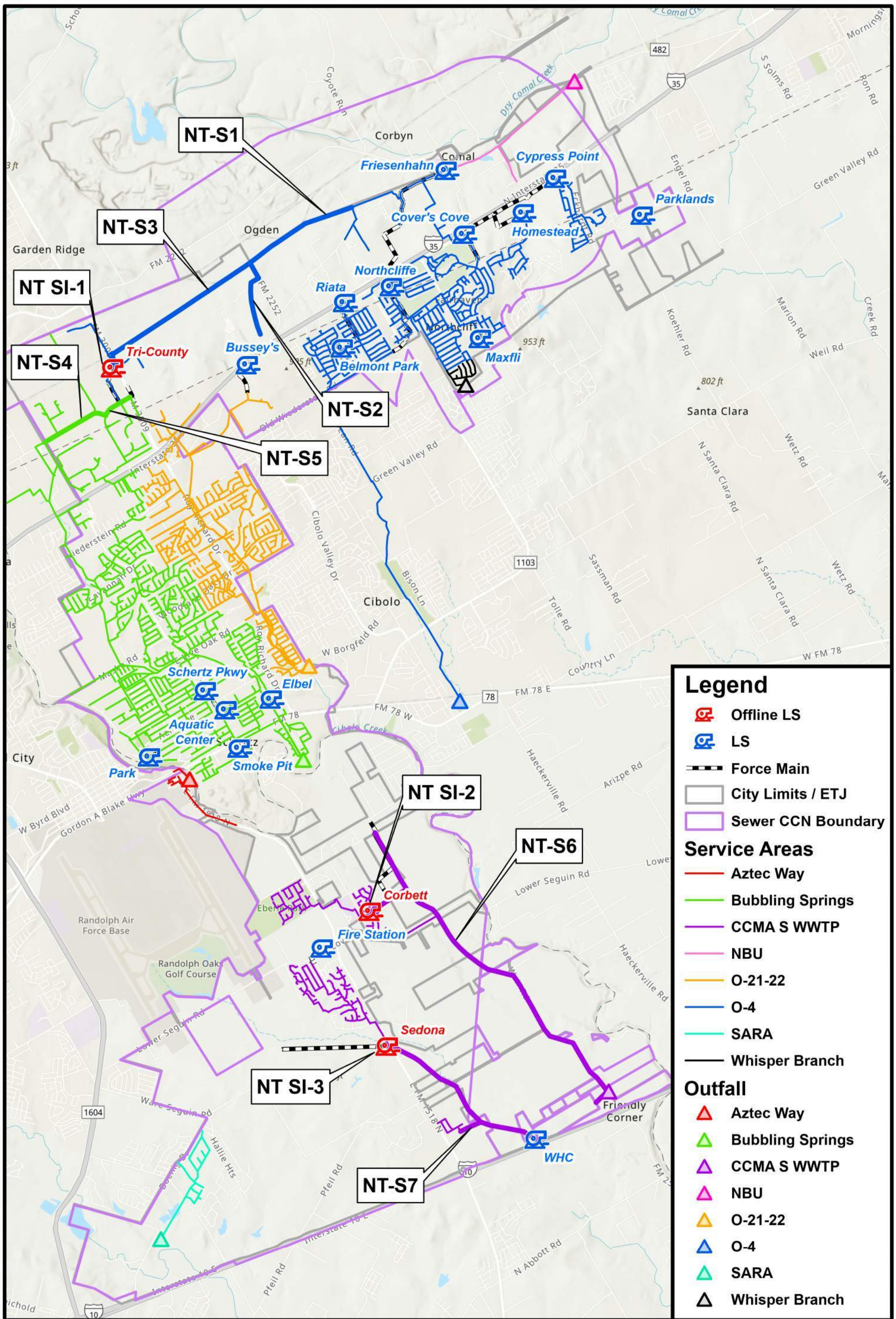
Lockwood, Andrews & Newnam, Inc.
A LEO A DALY COMPANY

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

0 0.05 0.1 Miles

Document Path: N:\120\120-11816-012\9-0-Data-GIS-Modeling\9-01-GIS\7-Working\WW\Attachment 2-A Surcharge and SSO.mxd

APPENDIX 20 - NEAR TERM WASTEWATER GROWTH & SYSTEM IMPROVEMENT PROJECTS



NEAR TERM WASTE WATER GROWTH & SYSTEM IMPROVEMENT PROJECTS

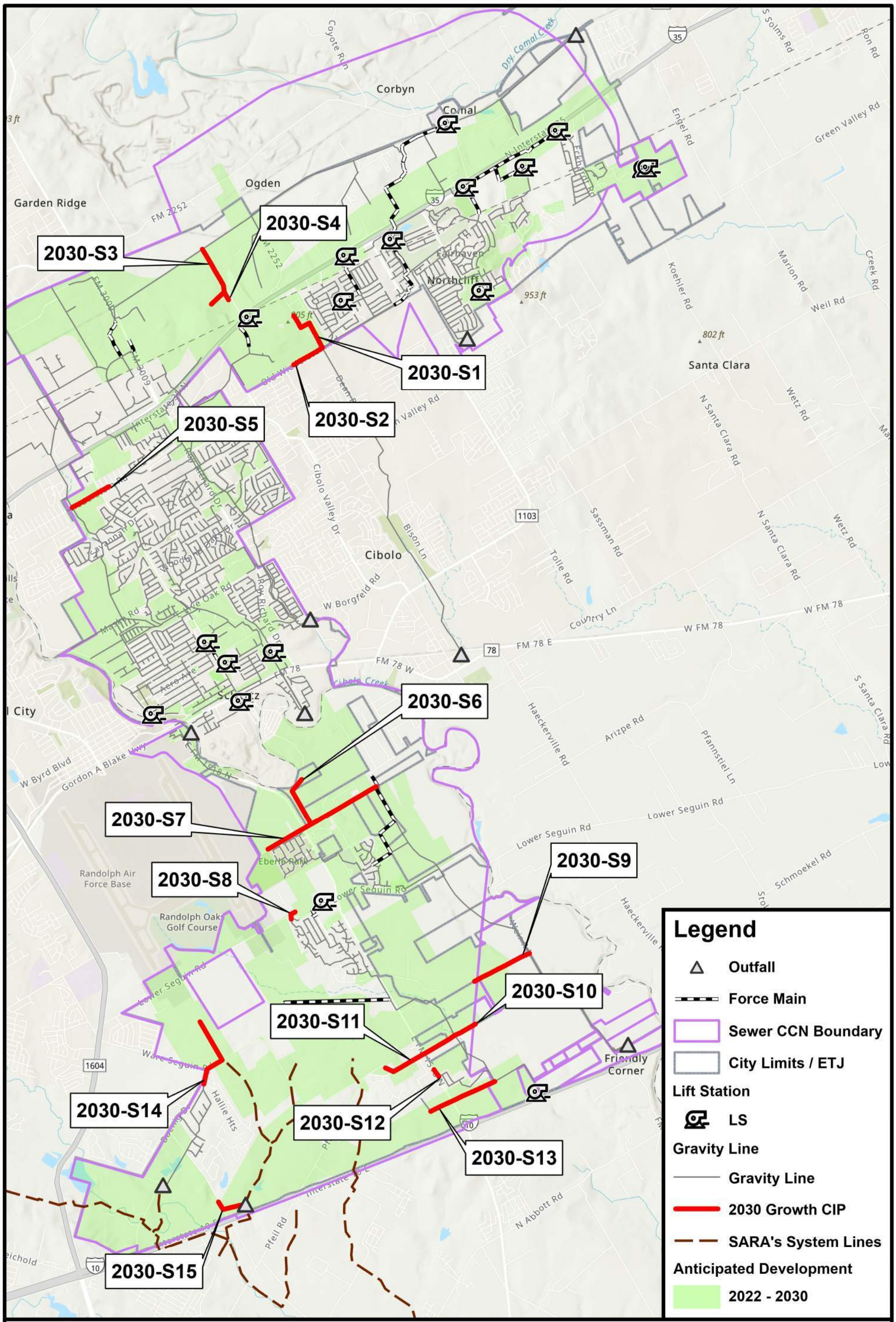
LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 3,750 7,500 15,000 Feet

APPENDIX 21 - 2030 WASTEWATER SYSTEM GROWTH PROJECTS

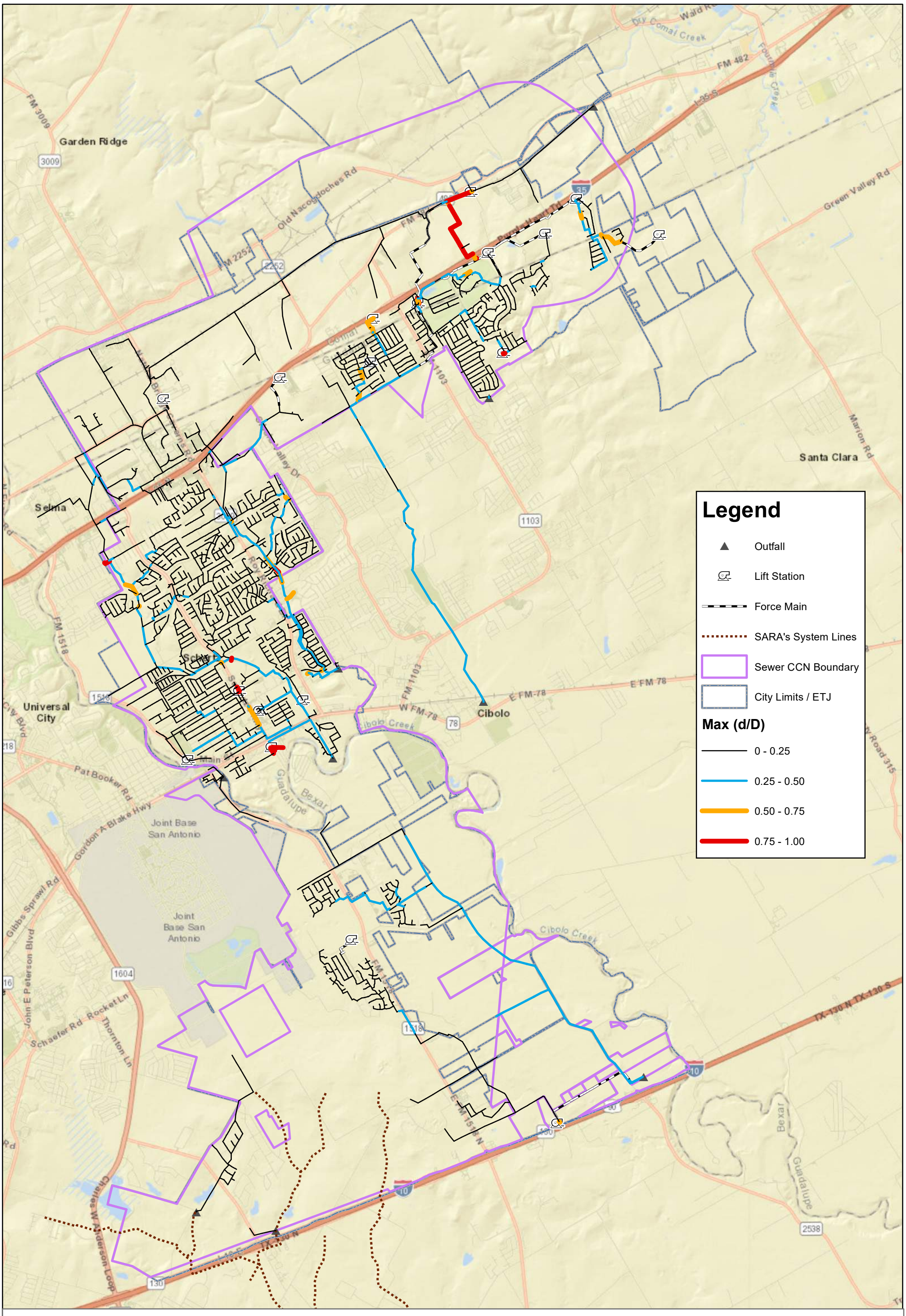


2030 WASTE WATER SYSTEM GROWTH PROJECTS

LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

APPENDIX 22 - MAX DEPTH TO DIAMETER WITH 2030 DRY WEATHER FLOWS



MAX DEPTH-DIAMETER (d/D) WITH 2030 DRY WEATHER FLOW

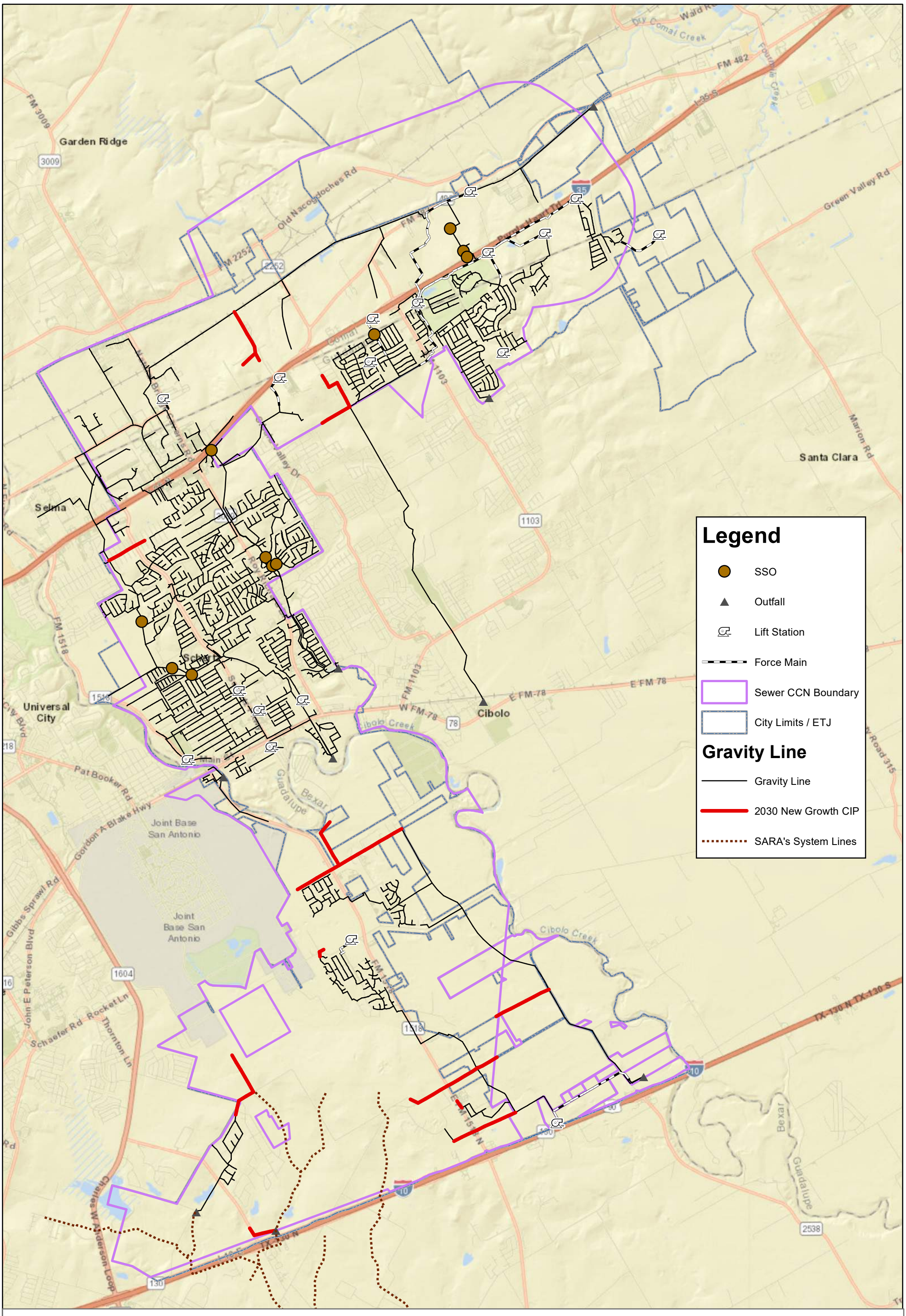
LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 0.75 1.5 3 Miles

APPENDIX 23 - SANITARY SEWER OVERFLOWS WITH 2030 WET WEATHER FLOWS



SANITARY SEWER OVERFLOWS (SSO) WITH 2030 WET WEATHER FLOWS

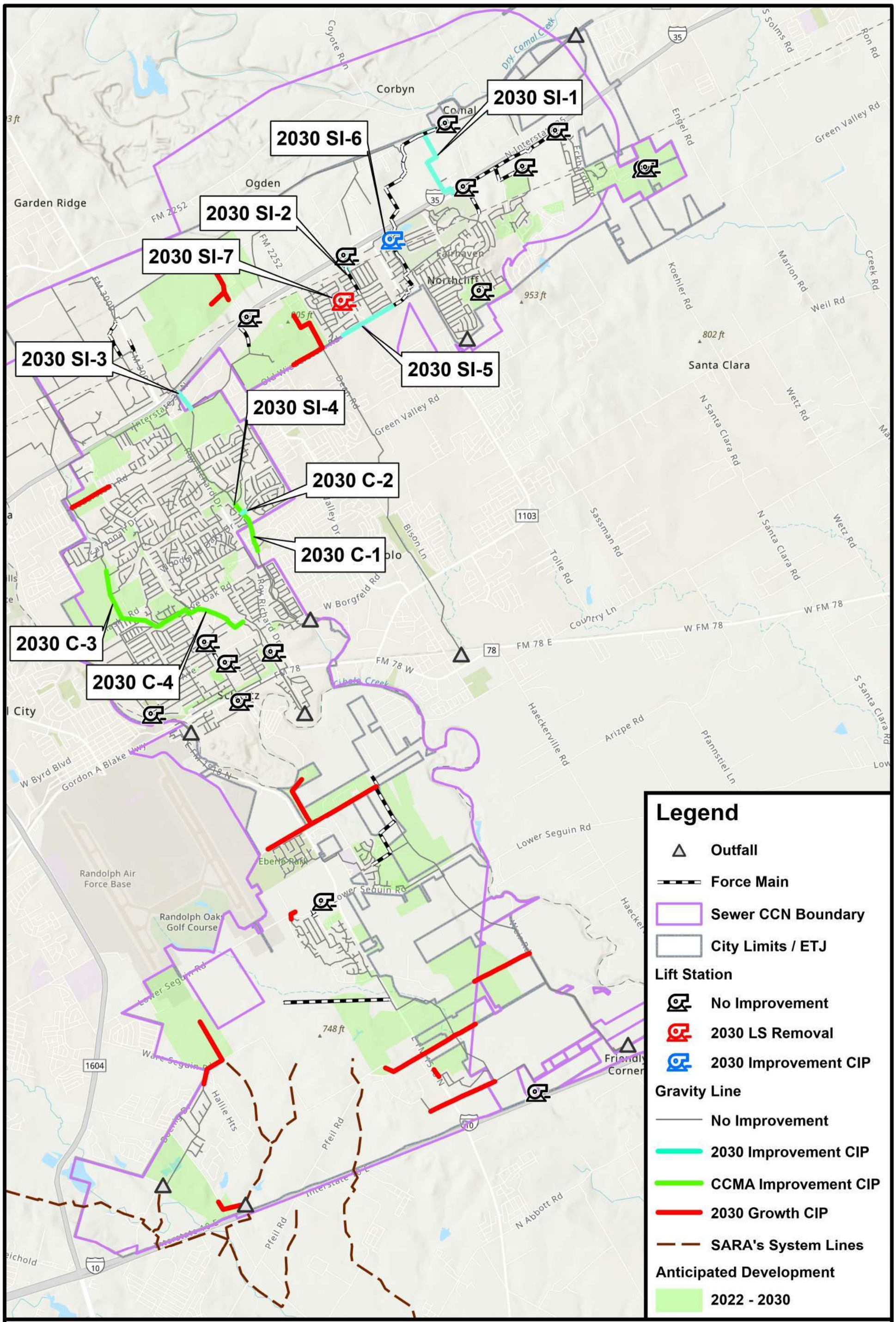
LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 0.75 1.5 3 Miles

APPENDIX 24 - 2030 WASTEWATER SYSTEM IMPROVEMENT PROJECTS



2030 WASTE WATER SYSTEM IMPROVEMENT PROJECTS

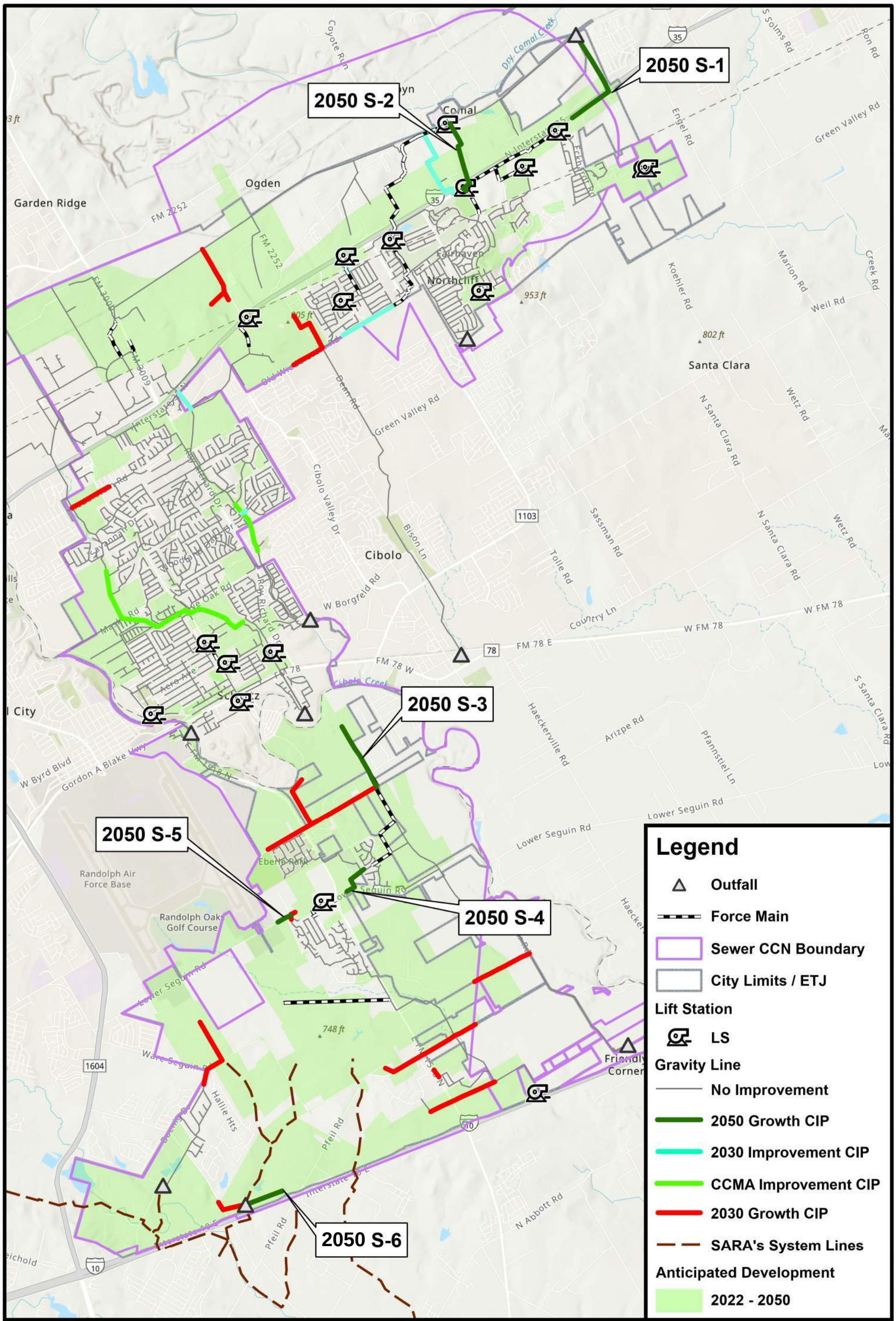
LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 3,750 7,500 15,000 Feet

APPENDIX 25 - 2050 WASTEWATER SYSTEM GROWTH PROJECTS

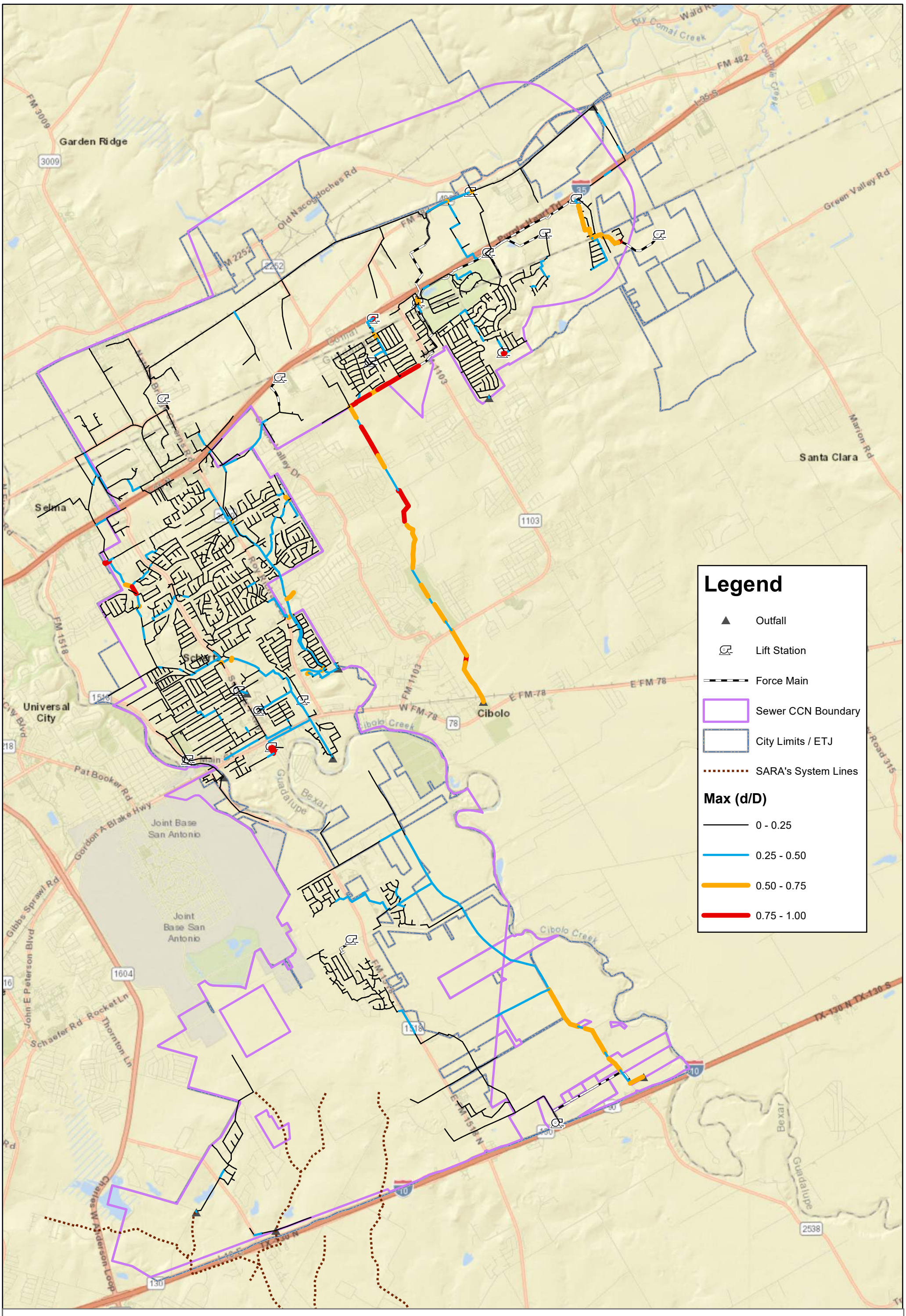


2050 WASTE WATER SYSTEM GROWTH PROJECTS

LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

APPENDIX 26 - MAX DEPTH TO DIAMETER WITH 2050 DRY WEATHER FLOWS



MAX DEPTH-TO-DIAMETER (d/D) WITH 2050 DRY WEATHER FLOW

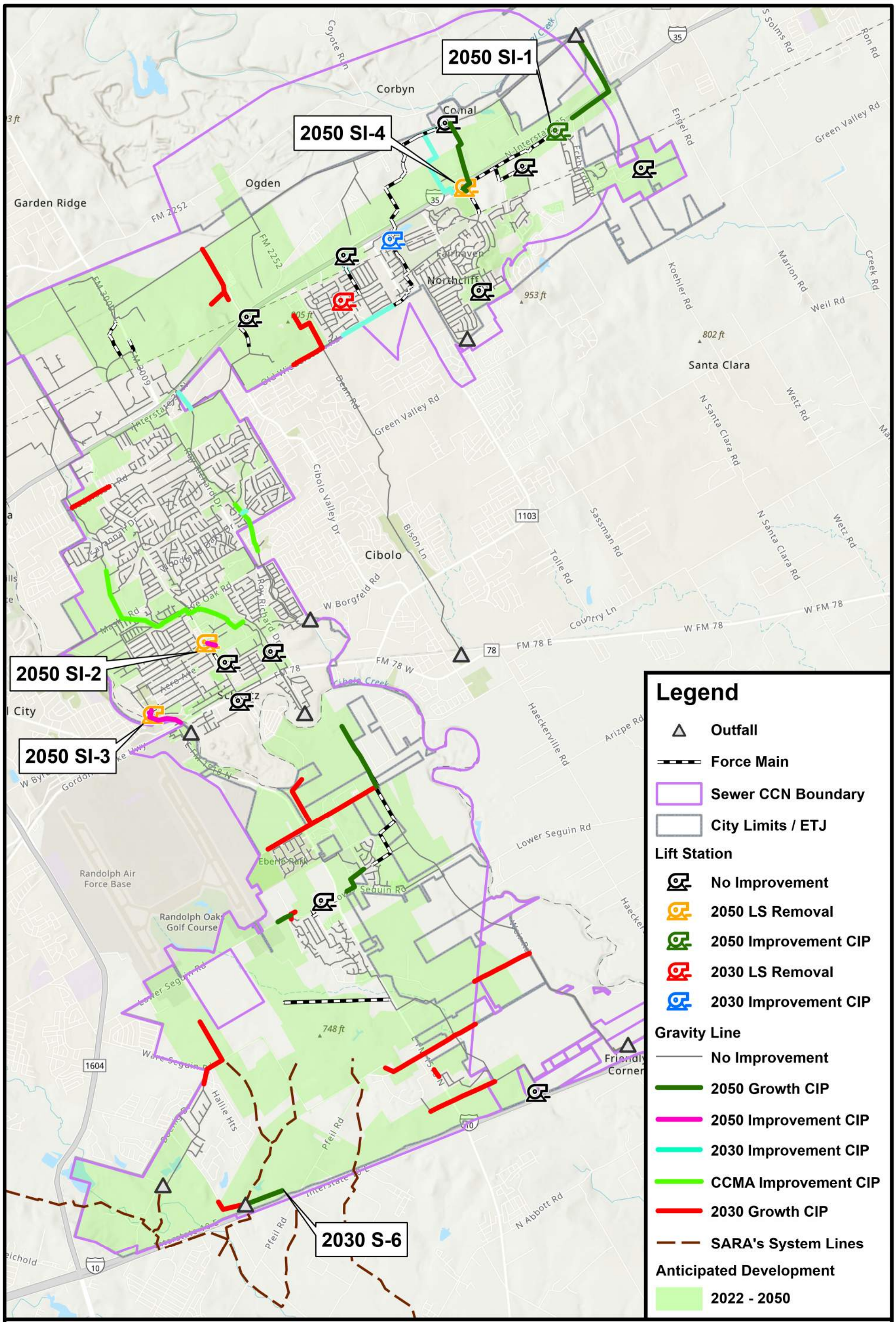
LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 0.75 1.5 3 Miles

APPENDIX 27 - 2050 WASTEWATER SYSTEM IMPROVEMENT PROJECTS



2050 WASTE WATER SYSTEM IMPROVEMENT PROJECTS

LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

APPENDIX 28 - INFLATION RATE CALCULATION SOURCES

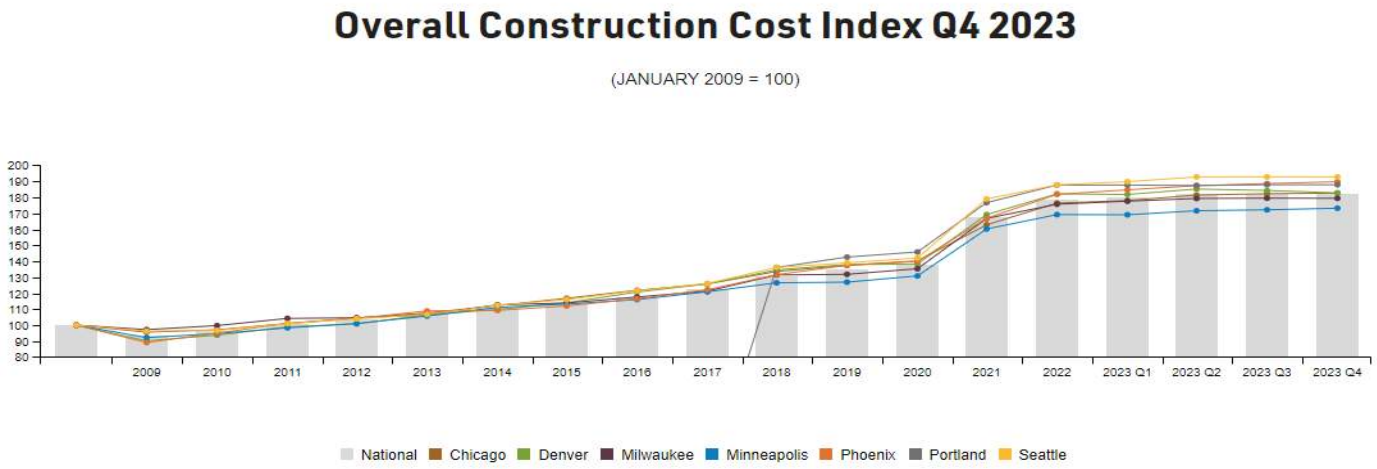
RSMeans Historical Inflation Indexes		
Year	San Antonio Index	Difference
2024	249.7	-4.7
2023	254.4	21
2022	233.4	33.9
2021	199.5	4
2020	195.5	11
2019	184.5	3.5
2018	181	5.5
2017	175.5	2.4
2016	173.1	1.3
2015	171.8	2.3
2014	169.5	5.2
2013	164.3	3.6
2012	160.7	8.1
2011	152.6	4.7
2010	147.9	26.6
2005	121.3	21.9
2000	99.4	1.4
1999	98	3.2
1998	94.8	1.4
1997	93.4	4.5
1995	88.9	8.2
1990	80.7	6.8
1985	73.9	18.9
1980	55	-

Time Frame	Total Inflation Rate	Yearly Inflation Rate
2020 to 2024	128%	6.31%
2010 to 2024	169%	3.81%
2000 to 2024	251%	3.91%
1990 to 2024	309%	3.38%
1980 to 2024	454%	3.50%

Year		National 30 City Average	Texas													
			Abi-lene	Ama-rillo	Austin	Beau-mont	Corpus Christi	Dallas	El Paso	Fort Worth	Houston	Lubbock	Odessa	San Antonio	Waco	Wichita Falls
Jan	2024	295.6	246.8	252.5	253	249.3	254.9	253.4	248.8	251.3	254	252.1	251.5	249.7	251.6	245.2
	2023	299.4	250.1	254.6	254.9	254.5	254.5	261.8	252.4	258.3	261	252.5	250.2	254.4	252.2	251.3
	2022	276.9	230.5	232.5	231.2	230.9	232.3	242.3	234.5	234.4	238.7	234.4	231.6	233.4	228.8	227.7
	2021	238.3	195.4	196.7	195.7	198.7	200.1	203.2	196.2	197.6	204.8	196.3	194.4	199.5	192.6	192.8
	2020	234.3	192.6	193.7	191.3	195.8	193.7	199.5	194.1	194.4	202.2	195.5	193.4	195.5	189.3	190.6
	2019	227.3	182.1	181.4	182.3	186.2	184.5	188.6	181.9	183.9	188.7	184.7	183.6	184.5	180.1	179.7
	2018	217.7	178.7	178.0	178.9	182.7	181.0	185.0	178.5	180.4	185.1	181.2	180.1	181.0	176.7	176.3
	2017	209.4	174.0	172.8	172.6	178.0	178.9	180.0	173.5	174.9	179.2	176.6	175.6	175.5	170.7	170.4
	2016	207.7	173.7	171.0	173.3	178.3	175.5	177.9	172.8	174.1	180.5	175.2	172.6	173.1	170.3	170.1
	2015	204.0	170.8	170.7	172.3	174.0	172.8	174.4	168.8	172.5	176.4	173.3	171.5	171.8	167.3	169.0
	2014	203.0	160.9	167.2	167.5	165.2	167.3	172.4	156.2	169.5	176.0	166.9	159.2	169.5	161.7	160.6
	2013	196.9	155.2	161.7	158.7	160.2	157.7	167.4	151.2	161.7	169.4	159.3	151.5	164.3	156.1	155.9
	2012	194.0	152.5	158.6	154.3	158.2	151.8	165.2	149.1	159.4	167.8	156.6	149.1	160.7	153.8	152.9
	2011	185.7	145.9	151.9	147.6	152.4	145.0	157.9	142.5	152.8	160.8	150.0	142.5	152.6	147.3	146.6
	2010	181.6	144.2	150.1	144.7	150.5	142.1	155.1	140.8	149.6	157.3	148.1	140.7	147.9	145.8	145.0
	2005	146.7	113.8	117.3	117.9	121.3	114.4	123.7	112.5	119.4	129.0	115.5	110.5	121.3	116.1	117.3
	2000	118.9	93.4	98.1	99.1	101.6	96.9	102.7	92.4	99.9	106.0	97.6	93.4	99.4	97.3	96.9
	1999	116.6	91.8	94.5	96.0	99.7	94.0	101.0	90.7	97.6	104.6	96.0	92.1	98.0	94.8	95.5
	1998	113.6	89.8	92.7	94.2	97.9	91.8	97.9	88.4	94.5	101.3	93.3	90.1	94.8	92.7	92.9
	1997	111.5	88.4	91.3	92.8	96.8	90.3	96.1	87.0	93.3	100.1	91.9	88.8	93.4	91.4	91.5
	1995	105.6	85.2	87.4	89.3	93.7	87.4	91.4	85.2	89.5	95.9	88.4	85.6	88.9	86.4	86.8
	1990	93.2	78.0	80.1	81.3	86.5	79.3	84.5	76.7	82.1	85.4	81.5	78.6	80.7	79.6	80.3
	1985	81.8	71.1	72.5	74.5	79.3	72.3	77.6	69.4	75.1	79.6	74.0	71.2	73.9	71.7	73.3
	1980	60.7	53.4	55.2	54.5	57.6	54.5	57.9	53.1	57.0	59.4	55.6	57.2	55.0	54.9	55.4
	1975	43.7	37.6	39.0	39.0	39.6	38.1	40.7	38.0	40.4	41.2	38.9	37.9	39.0	38.6	38.0
	1970	27.8	24.5	24.9	24.9	25.7	24.5	25.5	23.7	25.9	25.4	25.1	24.6	23.3	24.8	24.5
	1965	21.5	18.9	19.2	19.2	19.9	18.9	19.9	19.0	19.9	20.0	19.4	19.0	18.5	19.2	18.9
	1960	19.5	17.1	17.4	17.4	18.1	17.1	18.2	17.0	18.1	18.2	17.6	17.3	16.8	17.4	17.2
	1955	16.3	14.4	14.6	14.6	15.1	14.4	15.3	14.3	15.2	15.2	14.8	14.5	14.1	14.6	14.4
	1950	13.5	11.9	12.1	12.1	12.5	11.9	12.6	11.8	12.5	12.6	12.2	12.0	11.6	12.1	11.9
	1945	8.6	7.6	7.7	7.7	8.0	7.6	8.0	7.5	8.0	8.0	7.8	7.6	7.4	7.7	7.6
	1940	6.6	5.9	5.9	5.9	6.1	5.8	6.2	5.8	6.2	6.2	6.0	5.9	5.7	5.9	5.8

Mortenson Historical Inflation Indexes (Base 2009)		
Year	National Index	Difference
2023 Q4	182.5	0.1
2023 Q3	182.4	0.4
2023 Q2	182	2.3
2023 Q1	179.7	1.1
2022	178.6	11.2
2021	167.4	29.6
2020	137.8	2.8
2019	135	4.2
2018	130.8	8.5
2017	122.3	4.8
2016	117.5	3.6
2015	113.9	3
2014	110.9	3.6
2013	107.3	3.7
2012	103.6	2.6
2011	101	4.6
2010	96.4	2.6
2009	93.8	-

Time Frame	Total Inflation Rate	Yearly Inflation Rate
2020 to 2023	132%	9.65%
2010 to 2023	188%	5.93%



Turner Historical Inflation Indexes		
Year	Average Index	Difference
2023	1373	78
2022	1295	96
2021	1199	22
2020	1177	21
2019	1156	60
2018	1096	58
2017	1038	49
2016	989	46
2015	943	41
2014	902	38
2013	864	34
2012	830	18
2011	812	13
2010	799	-33
2009	832	-76
2008	908	54
2007	854	61
2006	793	76
2005	717	62
2004	655	34
2003	621	2
2002	619	6
2001	613	18
2000	595	25
1999	570	21
1998	549	24
1997	525	20
1996	505	-

Time Frame	Total Inflation Rate	Yearly Inflation Rate
2020 to 2023	117%	5.27%
2010 to 2023	172%	4.25%
2000 to 2023	231%	3.70%
1996 to 2024	272%	3.77%

Quarter	Index	△%
4th Quarter 2023	**1395**	**1.01**
3rd Quarter 2023	1381	1.17
2nd Quarter 2023	1365	1.19
1st Quarter 2023	1349	1.28

Year	Average Index	△%
2023	1373	6.0
2022	1295	8.0
2021	1199	1.9
2020	1177	1.8
2019	1156	5.5
2018	1096	5.6
2017	1038	5.0
2016	989	4.8
2015	943	4.5
2014	902	4.4
2013	864	4.1
2012	830	2.1
2011	812	1.6

The Turner Building Cost Index is determined by the following factors considered on a nationwide basis: labor rates and productivity, material prices and the competitive condition of the marketplace.

2010-1996 rates are stored online and can be provided if desired

APPENDIX 29 - CIP PROJECTS COST ESTIMATES

SCHERTZ

City of Schertz
2024 Impact Fee Update
Water CIP Estimate of Probable Cost Summary

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Near Term CIP				
System Improvement Projects				
NT-W1**	Bubbling Springs 6" WL Replacement	$763,000	27%	$206,715
NT-W2	Corbett Pump Station & 3.0 MG GST	$8,600,000	0%	$0
NT-W3	Ware Seguin Pump Station Operational Improvement	$175,000	0%	$0
NT-W4	12" WL from Ware Seguin to Lower Seguin	$1,538,000	0%	$0
NT-W5	Fred Couples to Schwab	$455,556	0%	$0
NT-W6	Schwab to Eckhardt	$1,600,000	0%	$0
NT-W7**	Graytown to Pfeil	$1,550,000	69%	$1,077,040
NT-W8**	FM 78 Water Line Replacement	$875,000	22%	$194,778
NT-W9**	Moonlight Meadow Dr & Lost Meadow Dr WL Replacement	$3,000,000	0%	$0
NT-W10**	Robinhood Way WL Replacement	$4,650,000	0%	$0
	NEAR TERM TOTAL:	**$23,206,556**	**-**	**$1,478,532**
Proposed 2030 CIP				
Growth Projects				
2030-W1	12" WL from Tri-County Extension to Cibolo Valley Drive	$4,788,000	100%	$4,788,000
2030-W2	Raf Burnette Rd 12" WL Improvements	$1,438,000	89%	$1,272,934
2030-W3	8" WL from Ray Corbett Dr to Lower Seguin Rd	$3,688,000	97%	$3,569,245
2030-W4**	Trainer Hale Rd 2" WL Replacement & 8" WL Improvement	$9,850,000	93%	$9,192,317
2030-W5**	Boenig Dr S 6" WL Replacement & 8" WL Improvement	$6,388,000	69%	$4,411,757
2030-W6	Live Oak to IH-35 24" Transmission Main	$32,075,000	100%	$32,075,000
2030-W7	Ware Seguin Pump Station Expansion Phase 1	$5,213,000	33%	$1,737,667
2030-W8	IH-10 8" WL Improvements	$6,063,000	100%	$6,063,000
	2030 Growth Subtotal:	**$69,503,000**	**-**	**$63,109,920**
System Improvement Projects				
2030-W9	PRV Installation for Proposed Southwest Pressure Plane	$413,000.0	0%	$0
2030-W10**	River Rd 6" WL Replacement	$2,325,000	58%	$1,354,926
	2030 System Improvement Projects Subtotal:	**$2,738,000**	**-**	**$1,354,926**
	2030 TOTAL:	**$72,241,000**	**-**	**$64,464,846**
Proposed 2050 CIP				
Growth Projects				
2050-W1	Corbett Pump Station Expansion	$1,663,000	2050 CIP Projects are not included in this impact fee total.	
2050-W2	FM 2252 8" WL Improvements	$8,800,000		
2050-W3	Ware Seguin Pump Station Expansion Phase 2	$2,725,000		
2050-W4	Beck St 6" WL Replacement	$5,288,000		
2050-W5	Raf Burnette Rd 8" WL Improvements	$4,438,000		
2050-W6	IH-35 Pump Station & 3.0 MG GST	$42,188,000		
2050-W7	IH-10 & FM 1518 8" WL Improvements	$3,075,000		
	2050 Growth Subtotal:	**$68,177,000**		
System Improvement Projects				
2050-W8	Lower Seguin Rd 8" WL Replacement	$4,775,000		
	2050 System Improvement Projects Subtotal:	**$4,775,000**		
	2050 TOTAL:	**$72,952,000**		
	WATER CIP TOTAL:	**$168,399,556**		**$65,943,379**

** - Indicates that there are both growth & system improvement components to the project.

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City of Schertz
2024 Impact Fee Update
Waste Water CIP Estimate of Probable Cost Summary

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Near Term CIP				
Growth Projects				
NT-S1	Town Creek Phase IV 24" - Section 1	$6,875,000	21%	$1,440,972
NT-S2	Town Creek Phase IV 12" - Section 2	$2,925,000	0%	$0
NT-S3	Town Creek Phase V 24"	$10,425,000	23%	$2,378,763
NT-S4**	Upsize Lookout Line	$3,838,000	20%	$771,788
NT-S5**	Upsize Tri County Line	$2,084,800	25%	$526,887
NT-S6	Cibolo West Main	$16,213,000	83%	$13,523,463
NT-S7	Woman Hollering Creek Lift Station, Gravity Lines, and Force Main	$3,400,000	74%	$2,517,091
	Near Term Growth Subtotal:	**$45,760,800**	**-**	**$21,158,965**
System Improvement Projects				
NT SI-1	Decommission Tri County Lift Station	$88,000	0%	$0
NT SI-2	Decommission Corbett Lift Station	$1,500,000	0%	$0
NT SI-3	Decommission Sedona Lift Station & Woman Hollering Creek WWTP	$175,000	0%	$0
	Near Term System Improvement Projects Subtotal:	**$1,763,000**	**-**	**$0**
	NEAR TERM TOTAL:	**$47,523,800**	**-**	**$21,158,965**
Proposed 2030 CIP				
Growth Projects				
2030-S1	Hope Lane 8" Gravity Line	$2,025,000	67%	$1,359,153
2030-S2	Old Wiederstein Road 8"	$1,338,000	5%	$68,849
2030-S3	Union Pacific Railroad 8" - Section 1	$2,563,000	10%	$249,210
2030-S4	Union Pacific Railroad 8" - Section 2	$400,000	12%	$47,722
2030-S5	Wiederstein Road 8"	$1,663,000	83%	$1,372,188
2030-S6	Schaefer Road 8" - Section 1	$4,913,000	33%	$1,613,509
2030-S7	Schaefer Road 8" - Section 2	$1,938,000	100%	$1,938,000
2030-S8	Aranda 8"	$475,000	100%	$475,000
2030-S9	Weir Road 10"	$2,525,000	100%	$2,522,465
2030-S10	Trainer Hale Road 10"	$1,038,000	100%	$1,034,756
2030-S11	Ware Seguin Road 8"	$3,113,000	97%	$3,012,264
2030-S12	FM 1518 8"	$400,000	40%	$160,000
2030-S13	I-10 8" - Section 1	$2,713,000	99%	$2,677,145
2030-S14	Boenig Drive 8"	$2,963,000	29%	$849,531
2030-S15	N Greytown Road 8"	$1,275,000	52%	$661,379
	2030 Growth Subtotal:	**$29,342,000**	**-**	**$18,041,171**
System Improvement Projects				
2030 SI-1**	Friesenhahn West Line WW Upsize	$8,175,000	22%	$1,833,143
2030 SI-2**	Fairlawn WW Upsize	$1,375,000	9%	$121,579
2030 SI-3**	Cibolo Crossing WW Line Upsize	$1,288,000	4%	$46,406
2030 SI-4**	Woodland Oak Drive Replacements	$338,000	4%	$13,741
2030 SI-5**	Old Wiederstein WW Upsize	$5,050,000	61%	$3,099,614
2030 SI-6**	Northcliffe Lift Station Upgrade	$7,838,000	5%	$392,686
2030 SI-7	Decommission Belmont Park Lift Station	$463,000	0%	$0
	2030 System Improvement Projects Subtotal:	**$24,527,000**	**-**	**$5,507,169**
	2030 TOTAL:	**$53,869,000**	**-**	**$23,548,341**
Proposed 2050 CIP				
Growth Projects				
2050-S1	I-35 N 8"	$9,088,000	2050 CIP projects are not eligible to be included in the impact fee total.	
2050-S2	Friesenhahn Lane 8"	$6,500,000		
2050-S3	Schaefer Road 8" - Section 3	$5,713,000		
2050-S4	Corbett JH 8"	$2,888,000		
2050-S5	Lower Seguin Road 8"	$1,338,000		
2050-S6	I-10 8" - Section 2	$3,338,000		
	2050 Growth Subtotal:	**$28,865,000**		
System Improvement Projects				
2050 SI-1	Cypress Point Lift Station Upgrade	$1,463,000		
2050 SI-2	Decommission Schertz Parkway Lift Station	$238,000		
2050 SI-3	Decommission Park Lift Station	$3,663,000		
2050 SI-4	Decommission Cover's Cove Lift Station	$238,000		
	2050 System Improvement Projects Subtotal:	**$5,602,000**		
	2050 TOTAL:	**$34,467,000**		
	WASTE WATER CIP TOTAL:	**$135,859,800**		**$44,707,306**

** - Indicates that there are both growth & system improvement components to the project.

City of Schertz
2024 Impact Fee Update
CCMA System Improvement Projects - Estimate of Probable Cost
Summary

Project Number	Project Name	Project Cost
Proposed 2030 CIP		
CCMA System Improvement Projects		
2030 C-1	Roy Richard Drive Replacements	$1,588,000
2030 C-2	Valencia Lane Replacements	$2,288,000
2030 C-3	Savannah Drive Replacements	$12,425,000
2030 C-4	Build Out Project 25 - 36" Schertz Line	$12,950,000
	CCMA System Improvement Projects Total:	**$29,251,000**

NEAR TERM WATER CIP PROJECTS

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Bubbling Springs 6" WL Replacement
Project Number: NT-W1**
Project Category: Water
CIP Type: System Improvement

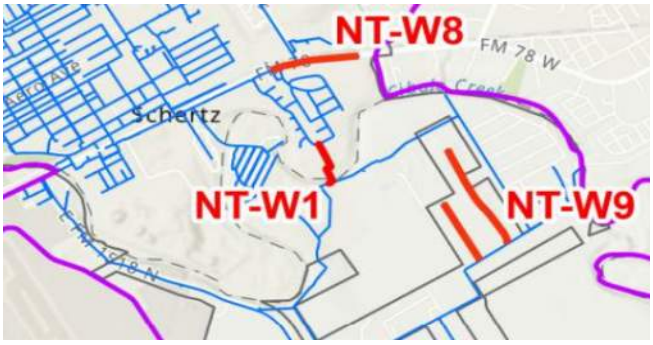
Date: August 2024
Phase: Near Term

Project Description:
Replace leaking 6" from River Rd to just south of Cibolo Creek along Bubbling Springs with 12", approximately 1,320 LF.

Justification:
City identified CIP.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	1,320	$ 135	$ 179,000
2	Gate Valve	EA	3	$ 7,000	$ 21,000
3	Fire Hydrant	EA	3	$ 8,500	$ 26,000
4	Service & System Connections	EA	27	$ 2,100	$56,700
4	Surface Replacement	LF	660	$ 196	$ 130,000
5	Traffic Control	LS	1	$ 8,000	$ 8,000
6	SWPPP	LS	1	$ 25,000	$ 25,000
				SUBTOTAL	**$ 446,000**
				MOBILIZATION (5%)	$23,000
				CONTINGENCY (30%)	$134,000
				TOTAL CONSTRUCTION	**$610,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$153,000
				ESTIMATE TOTAL PROJECT COST	**$763,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Corbett Pump Station & 3.0 MG GST
Project Number: NT-W2
Project Category: Water
CIP Type: System Improvement

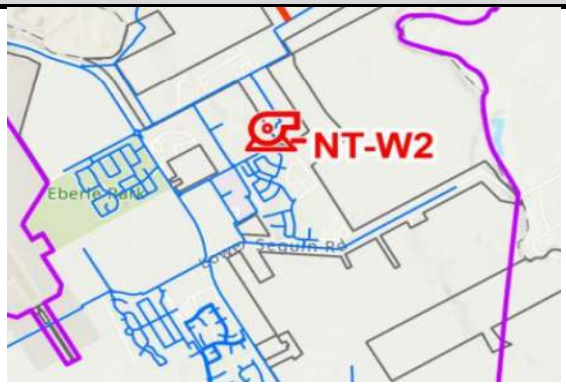
Date: August 2024
Phase: Near Term

Project Description:
Corbett Pump Station (2,000 gpm, 183 TDH firm capacity) and 3.0 MG GST.

Justification:
Per "Corbett 3.0 MG GST Project" Preliminary Engineering Report (2021), construction is currently underway.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	2,000 gpm Pump Station & 3.0 MG GST	LS	1	$ 8,600,000	$ 8,600,000
				ESTIMATE TOTAL PROJECT COST	**$ 8,600,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Ware Seguin Pump Station Operational Improvement
Project Number: NT-W3
Project Category: Water
CIP Type: System Improvement

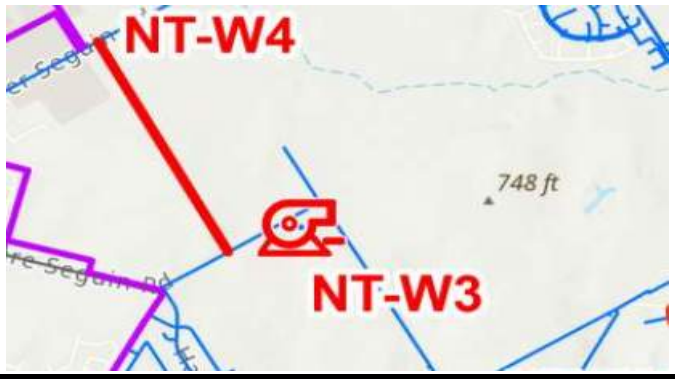
Date: August 2024
Phase: Near Term

Project Description:
Control improvements at Ware Seguin Pump Station to be per GST level rather than a timer.

Justification:
Potentially zero cost project to improve pump station performance in this service area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Controls	LS	1	$ 100,000	$ 100,000
				SUBTOTAL	**$ 100,000**
				MOBILIZATION (5%)	$5,000
				CONTINGENCY (30%)	$30,000
				TOTAL CONSTRUCTION	**$140,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$35,000
				ESTIMATE TOTAL PROJECT COST	**$175,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: 12" WL from Ware Seguin to Lower Seguin
Project Number: NT-W4
Project Category: Water
CIP Type: Growth

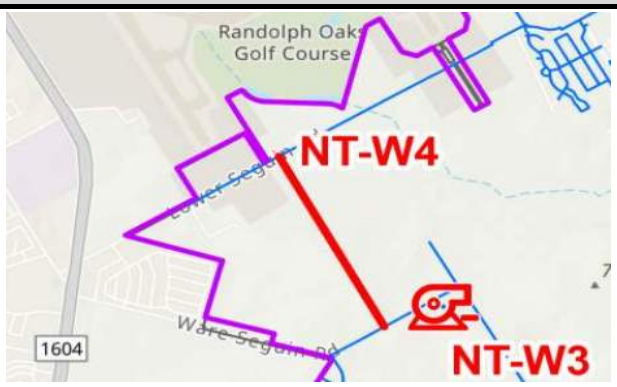
Date: August 2024
Phase: Near Term

Project Description:
Approximately 5,150 LF of 12" from Ware Seguin to Lower Seguin in open field.

Justification:
Currently in design.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	5,150	$ 135	$696,000
2	Gate Valve	EA	11	$ 7,000	$77,000
3	Fire Hydrant	EA	11	$ 8,500	$93,500
4	Traffic Control	LS	1	$ 15,000	$15,000
5	SWPPP	LS	1	$ 25,000	$25,000
				SUBTOTAL	**$ 907,000**
				MOBILIZATION (5%)	$46,000
				CONTINGENCY (30%)	$273,000
				TOTAL CONSTRUCTION	**$1,230,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$308,000
				ESTIMATE TOTAL PROJECT COST	**$1,538,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Fred Couples to Schwab
Project Number: NT-W5
Project Category: Water
CIP Type: Growth

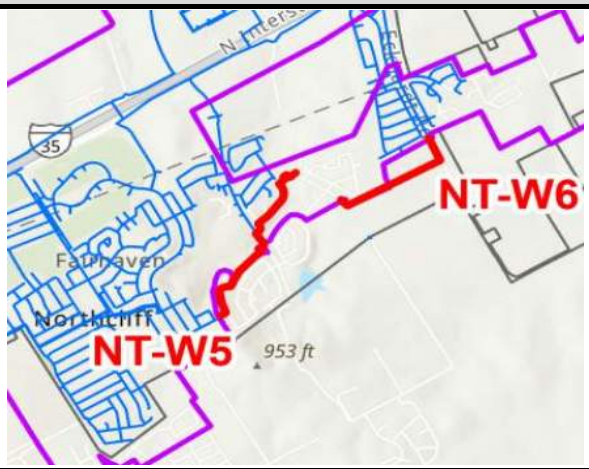
Date: August 2024
Phase: Near Term

Project Description:
Approximately 2,270 LF of 12" from Fred Couples to Schwab. Total cost shown is portion paid for by the City.

Justification:
Currently under construction.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
				ESTIMATE TOTAL PROJECT COST	$455,555.79

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Schwab to Eckhardt
Project Number: NT-W6
Project Category: Water
CIP Type: Growth

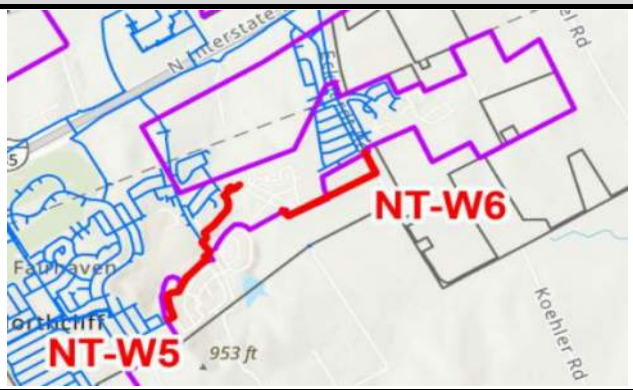
Date: August 2024
Phase: Near Term

Project Description:
Approximately 5,400 LF of 12" from Schwab to Eckhardt.

Justification:
Currently in design.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	5,400	$ 135	$729,000
2	Gate Valve	EA	11	$ 7,000	$77,000
3	Fire Hydrant	EA	11	$ 8,500	$93,500
*	Traffic Control	LS	1	$ 16,000	$16,000
6	SWPPP	LS	1	$ 25,000	$25,000
				SUBTOTAL	**$ 941,000**
				MOBILIZATION (5%)	$48,000
				CONTINGENCY (30%)	$283,000
				TOTAL CONSTRUCTION	**$1,280,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$320,000
				ESTIMATE TOTAL PROJECT COST	**$1,600,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Graytown to Pfeil
Project Number: NT-W7**
Project Category: Water
CIP Type: System Improvement

Date: August 2024
Phase: Near Term

Project Description:
Approximately 5,200 LF of 12" along IH-10 from N. Graytown Rd to Pfeil Rd.

Justification:
Currently in design.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	5,200	$ 135	$702,000
2	Gate Valve	EA	11	$ 7,000	$77,000
3	Fire Hydrant	EA	11	$ 8,500	$93,500
4	Traffic Control	LS	1	$ 15,000	$15,000
5	SWPPP	LS	1	$ 25,000	$25,000
				SUBTOTAL	**$ 913,000**
				MOBILIZATION (5%)	$46,000
				CONTINGENCY (30%)	$274,000
				TOTAL CONSTRUCTION	**$1,240,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$310,000
				ESTIMATE TOTAL PROJECT COST	**$1,550,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: FM 78 Water Line Replacement
Project Number: NT-W8**
Project Category: Water
CIP Type: System Improvement

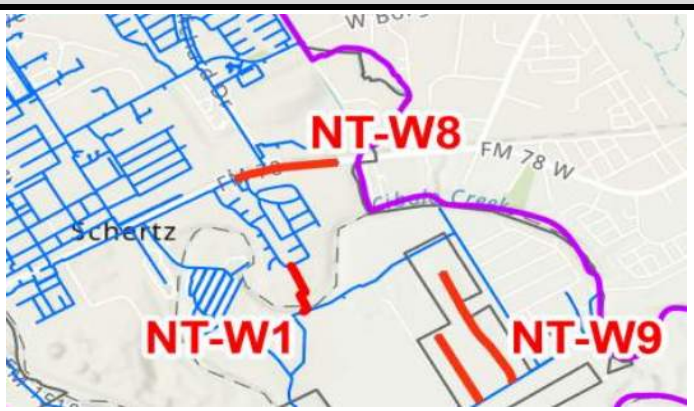
Date: August 2024
Phase: Near Term

Project Description:
Upsize existing 8"/10" to 12" along FM 78 from east of Bubbling Springs Rd to end of dead-end line, approximately 2,300 LF.

Justification:
Needed for fire flow.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	2,300	$ 135	$310,500
2	Gate Valve	EA	5	$ 7,000	$35,000
3	Fire Hydrant	EA	5	$ 8,500	$42,500
4	Service & System Connections	EA	46	$ 2,100	$96,600
5	Traffic Control	LS	1	$ 8,000	$8,000
6	SWPPP	LS	1	$ 25,000	$25,000
				SUBTOTAL	**$ 518,000**
				MOBILIZATION (5%)	$26,000
				CONTINGENCY (30%)	$156,000
				TOTAL CONSTRUCTION	**$700,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$175,000
				ESTIMATE TOTAL PROJECT COST	**$875,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Moonlight Meadow Dr & Lost Meadow Dr WL Replacement
Project Number: NT-W9**
Project Category: Water
CIP Type: System Improvement

Date: August 2024
Phase: Near Term

Project Description:
Upsize existing 4" to 8" along Moonlight Meadow Dr and Lost Meadows Dr north of Schaefer Rd, approximately 4,970 LF.

Justification:
Needed for fire flow.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Water Line	LF	4,970	$ 85	$423,000
2	Gate Valve	EA	10	$ 7,000	$70,000
3	Fire Hydrant	EA	10	$ 8,500	$85,000
4	Service & System Connections	EA	100	$ 2,100	$210,000
5	Surface Replacement	LF	4,970	$ 190	$945,000
6	Traffic Control	LS	1	$ 15,000	$15,000
7	SWPPP	LS	1	$ 25,000	$25,000
				SUBTOTAL	**$ 1,773,000**
				MOBILIZATION (5%)	$89,000
				CONTINGENCY (30%)	$532,000
				TOTAL CONSTRUCTION	**$2,400,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$600,000
				ESTIMATE TOTAL PROJECT COST	**$3,000,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Robinhood Way WL Replacement
Project Number: NT-W10**
Project Category: Water
CIP Type: System Improvement

Date: August 2024
Phase: Near Term

Project Description:
Upsize existing 8" to 12" along Robin Hood Way, approximately 6,670 LF.

Justification:
Needed for fire flow.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	6,670	$ 135	$901,000
2	Gate Valve	EA	14	$ 7,000	$98,000
3	Fire Hydrant	EA	14	$ 8,500	$119,000
4	Service & System Connections	EA	134	$ 2,100	$281,400
5	Surface Replacement	LF	6,670	$ 196	$1,307,320
6	Traffic Control	LS	1	$ 19,000	$19,000
7	SWPPP	LS	1	$ 25,000	$25,000
				SUBTOTAL	**$2,751,000**
				MOBILIZATION (5%)	$138,000
				CONTINGENCY (30%)	$826,000
				TOTAL CONSTRUCTION	**$3,720,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$930,000
				ESTIMATE TOTAL PROJECT COST	**$4,650,000**

Project Location:

2030 WATER CIP PROJECTS

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: 12" WL from Tri-County Extension to Cibolo Valley Drive
Project Number: 2030-W1
Project Category: Water
CIP Type: Growth

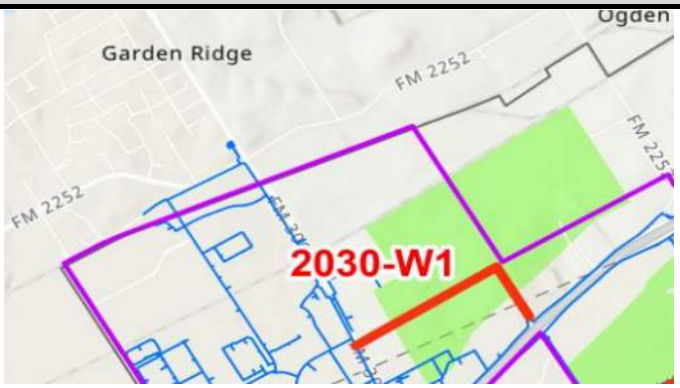
Date: August 2024
Phase: 2030

Project Description:
New 12" loop east of FM 3009, north of IH-35 (approximately 6,060 LF).

Justification:
Supplies new service area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	6,060	$ 170	$1,030,200
2	Gate Valve	EA	13	$ 8,900	$115,700
3	Fire Hydrant	EA	13	$ 10,700	$139,100
4	Surface Replacement	LF	6,060	$ 247	$1,496,000
5	Traffic Control	LS	1	$ 22,000	$22,000
6	SWPPP	LS	1	$ 32,000	$32,000
				SUBTOTAL	**$2,835,000**
				MOBILIZATION (5%)	$142,000
				CONTINGENCY (30%)	$851,000
				TOTAL CONSTRUCTION	**$3,830,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$958,000
				ESTIMATE TOTAL PROJECT COST	**$4,788,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Raf Burnette Rd 12" WL Improvements
Project Number: 2030-W2
Project Category: Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Approximately 1,750 LF of 12" along Raf Burnette east of Authority Ln.

Justification:
Supplies new service area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	1,750	$ 170	$297,500
2	Gate Valve	EA	4	$ 8,900	$35,600
3	Fire Hydrant	EA	4	$ 10,700	$42,800
4	Surface Replacement	LF	1,750	$ 247	$432,000
5	Traffic Control	LS	1	$ 7,000	$7,000
6	SWPPP	LS	1	$ 32,000	$32,000
				SUBTOTAL	**$847,000**
				MOBILIZATION (5%)	$43,000
				CONTINGENCY (30%)	$255,000
				TOTAL CONSTRUCTION	**$1,150,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$288,000
				ESTIMATE TOTAL PROJECT COST	**$1,438,000**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: 8" WL from Ray Corbett Dr to Lower Seguin Rd
Project Number: 2030-W3
Project Category: Water
CIP Type: Growth

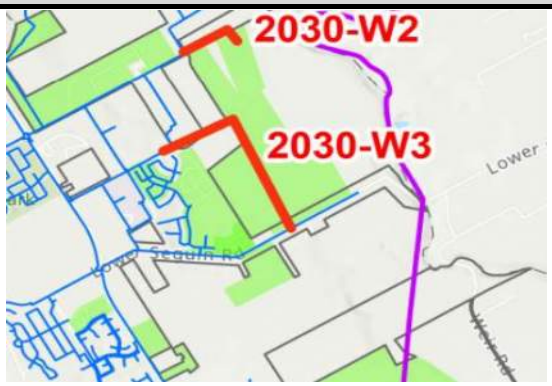
Date: August 2024
Phase: 2030

Project Description:
New 8" loop north of Lower Seguin Rd, east of Ray Corbett Dr (approximately 5,590 LF).

Justification:
Supplies new service area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Water Line	LF	5,590	$ 110	$614,900
2	Gate Valve	EA	12	$ 3,800	$45,600
3	Fire Hydrant	EA	12	$ 10,700	$128,400
4	Surface Replacement	LF	5,590	$ 239	$1,337,000
5	Traffic Control	LS	1	$ 20,000	$20,000
6	SWPPP	LS	1	$ 32,000	$32,000
				SUBTOTAL	**$2,178,000**
				MOBILIZATION (5%)	$109,000
				CONTINGENCY (30%)	$654,000
				TOTAL CONSTRUCTION	**$2,950,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$738,000
				ESTIMATE TOTAL PROJECT COST	**$3,688,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Trainer Hale Rd 2" WL Replacement & 8" WL Improvement
Project Number: 2030-W4**
Project Category: Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Upsize approximately 2,960 LF of 2" to 12" along Trainer Hale Rd east of FM 1518; and 9,650 LF of new 8" loop north of Trainer Hale Rd, east of FM 1518.

Justification:
Upgrades distribution system to current min. pipe size (8") to supply new service area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	2,960	$ 170	$503,200
2	8" Water Line	LF	9,650	$ 110	$1,061,500
3	12" Gate Valve	EA	6	$ 8,900	$53,400
4	8" Gate Valve	EA	20	$ 3,800	$76,000
5	Fire Hydrant	EA	26	$ 10,700	$278,200
6	Service & System Connections	EA	253	$ 2,650	$670,450
7	Surface Replacement	LF	12,610	$ 247	$3,112,000
8	Traffic Control	LS	1	$ 46,000	$46,000
9	SWPPP	LS	1	$ 32,000	$32,000
				SUBTOTAL	**$5,833,000**
				MOBILIZATION (5%)	$292,000
				CONTINGENCY (30%)	$1,750,000
				TOTAL CONSTRUCTION	**$7,880,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,970,000
				ESTIMATE TOTAL PROJECT COST	**$9,850,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Boenig Dr S 6" WL Replacement & 8" WL Improvement
Project Number: 2030-W5**
Project Category: Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Upsize approximately 5,300 LF of 6" to 8" along Boenig Dr south of N Graytown Rd, and 3,300 LF new 8" along future Binz-Engleman Rd.

Justification:
Needed to meet growth in area and provide fire flow.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Water Line	LF	8,600	$ 110	$946,000
2	Gate Valve	EA	18	$ 3,800	$68,400
3	Fire Hydrant	EA	18	$ 10,700	$192,600
4	Service & System Connections	EA	172	$ 2,650	$455,800
5	Surface Replacement	LF	8,600	$ 239	$2,057,000
6	Traffic Control	LS	1	$ 31,000	$31,000
7	SWPPP	LS	1	$ 32,000	$32,000
				SUBTOTAL	**$3,783,000**
				MOBILIZATION (5%)	$190,000
				CONTINGENCY (30%)	$1,135,000
				TOTAL CONSTRUCTION	**$5,110,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,278,000
				ESTIMATE TOTAL PROJECT COST	**$6,388,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Live Oak to IH-35 24" Transmission Main
Project Number: 2030-W6
Project Category: Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Live Oak to IH-35 24" transmission line (approximately 20,000 LF).

Justification:
In progress, pending easement acquisition. Needed to meet growth and provide redundancy.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	24" Water Line	LF	20,000	$ 570	$11,400,000
2	Gate Valve	EA	40	$ 25,700	$1,028,000
3	Fire Hydrant	EA	40	$ 10,700	$428,000
4	ARV (1")	EA	16	$ 17,700	$283,200
5	CAV (3")	EA	16	$ 23,200	$371,200
6	Surface Replacement	LF	20,000	$ 269	$5,388,000
7	Traffic Control	LS	1	$ 72,000	$72,000
8	SWPPP	LS	1	$ 32,000	$32,000
				SUBTOTAL	**$19,003,000**
				MOBILIZATION (5%)	$951,000
				CONTINGENCY (30%)	$5,701,000
				TOTAL CONSTRUCTION	**$25,660,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$6,415,000
				ESTIMATE TOTAL PROJECT COST	**$32,075,000**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Ware Seguin Pump Station Expansion Phase 1
Project Number: 2030-W7
Project Category: Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Ware Seguin Pump Station Improvements Phase 1 - Expand Ware Seguin to firm pumping capacity of 1,000 gpm, 105 TDH; and new groundwater well to provide supply to Ware Seguin.

Justification:
Needed to meet new growth in Ware Seguin area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	1,000 GPM GW Well	LS	1	$ 2,518,000	$2,518,000
2	1,000 GPM Pump for PS	EA	2	$ 189,000	$378,000
3	VFD	EA	1	$ 126,000	$126,000
4	Yard Piping & Other Appurtenances	LS	1	$ 63,000	$63,000
				SUBTOTAL	**$3,085,000**
				MOBILIZATION (5%)	$155,000
				CONTINGENCY (30%)	$926,000
				TOTAL CONSTRUCTION	**$4,170,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,043,000
				ESTIMATE TOTAL PROJECT COST	**$5,213,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: IH-10 8" WL Improvements
Project Number: 2030-W8
Project Category: Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
4,300 LF of new 8" along IH-10 and Scenic Lake Dr.

Justification:
Needed to meet growth in area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Water Line	LF	4,300	$ 230	$991,000
2	Gate Valve	EA	9	$ 8,200	$73,800
3	Fire Hydrant	EA	9	$ 23,100	$207,900
4	Surface Replacement	LF	4,300	$ 515	$2,215,000
5	Traffic Control	LS	1	$ 34,000	$34,000
6	SWPPP	LS	1	$ 68,000	$68,000
				SUBTOTAL	**$3,590,000**
				MOBILIZATION (5%)	$180,000
				CONTINGENCY (30%)	$1,077,000
				TOTAL CONSTRUCTION	**$4,850,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,213,000
				ESTIMATE TOTAL PROJECT COST	**$6,063,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: PRV Installation for Proposed Southwest Pressure Plane
Project Number: 2030-W9
Project Category: Water
CIP Type: System Improvement

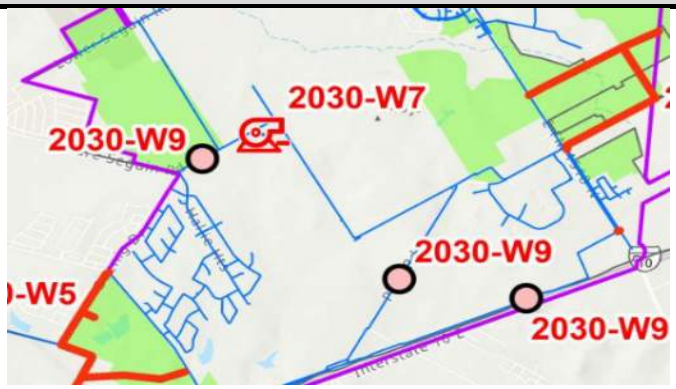
Date: August 2024
Phase: 2030

Project Description:
3 new PRVs (2-6", 1-8") to create new pressure zone in southwest part of system.

Justification:
Avoids high pressures and improves performance of Ware Seguin Pump Station.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	6" PRV	EA	2	$ 70,000	$140,000
2	8" PRV	EA	1	$ 80,000	$80,000
3	Connection/Operations Expenses	LS	1	$ 19,000	$19,000
				SUBTOTAL	**$239,000**
				MOBILIZATION (5%)	$12,000
				CONTINGENCY (30%)	$72,000
				TOTAL CONSTRUCTION	**$330,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$83,000
				ESTIMATE TOTAL PROJECT COST	**$413,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: River Rd 6" WL Replacement
Project Number: 2030-W10**
Project Category: Water
CIP Type: System Improvement

Date: August 2024
Phase: 2030

Project Description:
Upsize 2,590 LF of ex. 6" to 12" along River Rd from FM 78 to Bubbling Springs Rd to remove bottleneck.

Justification:
Removes system bottleneck.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	2,590	$ 170	$440,300
2	Gate Valve	EA	6	$ 8,900	$53,400
3	Fire Hydrant	EA	6	$ 10,700	$64,200
4	Service & System Connections	EA	52	$ 2,650	$137,800
5	Surface Replacement	LF	2,590	$ 247	$639,000
6	Traffic Control	LS	1	$ 10,000	$10,000
7	SWPPP	LS	1	$ 32,000	$32,000
				SUBTOTAL	**$1,377,000**
				MOBILIZATION (5%)	$69,000
				CONTINGENCY (30%)	$414,000
				TOTAL CONSTRUCTION	**$1,860,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$465,000
				ESTIMATE TOTAL PROJECT COST	**$2,325,000**

Project Location:

2050 WATER CIP PROJECTS

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Corbett Pump Station Expansion
Project Number: 2050-W1
Project Category: Water
CIP Type: System Improvement

Date: August 2024
Phase: 2050

Project Description:
Corbett Pump Station Expansion - Expand Corbett to 4,000 gpm, 183 TDH firm capacity.

Justification:
Prevents low pressures throughout southern part of system.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	2,000 GPM Pump	EA	1	$ 543,000	$543,000
2	VFD	EA	1	$ 272,000	$272,000
3	Yard Piping & Other Appurtenances	LS	1	$ 163,000	$163,000
				SUBTOTAL	**$978,000**
				MOBILIZATION (5%)	$49,000
				CONTINGENCY (30%)	$294,000
				TOTAL CONSTRUCTION	**$1,330,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$333,000
				ESTIMATE TOTAL PROJECT COST	**$1,663,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: FM 2252 8" WL Improvements
Project Number: 2050-W2
Project Category: Water
CIP Type: System Improvement

Date: August 2024
Phase: 2050

Project Description:
Approximately 6,290 LF of 8" along FM 2252 and new loop.

Justification:
Supplies new service area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Water Line	LF	6,290	$ 230	$1,450,000
2	Gate Valve	EA	13	$ 8,200	$106,600
3	Fire Hydrant	EA	13	$ 23,100	$300,300
4	Surface Replacement	LF	6,290	$ 515	$3,240,000
5	Traffic Control	LS	1	$ 49,000	$49,000
6	SWPPP	LS	1	$ 68,000	$68,000
				SUBTOTAL	**$5,214,000**
				MOBILIZATION (5%)	$261,000
				CONTINGENCY (30%)	$1,565,000
				TOTAL CONSTRUCTION	**$7,040,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,760,000
				ESTIMATE TOTAL PROJECT COST	**$8,800,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Ware Seguin Pump Station Expansion Phase 2
Project Number: 2050-W3
Project Category: Water
CIP Type: System Improvement

Date: August 2024
Phase: 2050

Project Description:
Ware Seguin Pump Station Improvements Phase 2 - Expand Ware Seguin to 1,200 gpm, 123 TDH firm capacity.

Justification:
Prevents low pressures in Ware Seguin area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	1,200 GPM Pump	EA	2	$ 461,000	$922,000
2	VFD	EA	2	$ 272,000	$544,000
3	Yard Piping & Other Appurtenances	LS	1	$ 147,000	$147,000
				SUBTOTAL	**$1,613,000**
				MOBILIZATION (5%)	$81,000
				CONTINGENCY (30%)	$484,000
				TOTAL CONSTRUCTION	**$2,180,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$545,000
				ESTIMATE TOTAL PROJECT COST	**$2,725,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Beck St 6" WL Replacement
Project Number: 2050-W4
Project Category: Water
CIP Type: System Improvement

Date: August 2024
Phase: 2050

Project Description:
Upsize 1,590 LF of 6" to 8" along Beck St east of Schertz Pkwy, 1,680 LF of new 8".

Justification:
Upgrades distribution system to current min. pipe size (8") to serve new service area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Water Line	LF	3,270	$ 230	$754,000
2	Gate Valve	EA	7	$ 8,200	$57,400
3	Fire Hydrant	EA	7	$ 23,100	$161,700
4	Service & System Connections	EA	66	$ 5,700	$376,200
5	Surface Replacement	LF	3,270	$ 515	$1,685,000
6	Traffic Control	LS	1	$ 26,000	$26,000
7	SWPPP	LS	1	$ 68,000	$68,000
				SUBTOTAL	**$3,129,000**
				MOBILIZATION (5%)	$157,000
				CONTINGENCY (30%)	$939,000
				TOTAL CONSTRUCTION	**$4,230,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,058,000
				ESTIMATE TOTAL PROJECT COST	**$5,288,000**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Raf Burnette Rd 8" WL Improvements
Project Number: 2050-W5
Project Category: Water
CIP Type: Growth

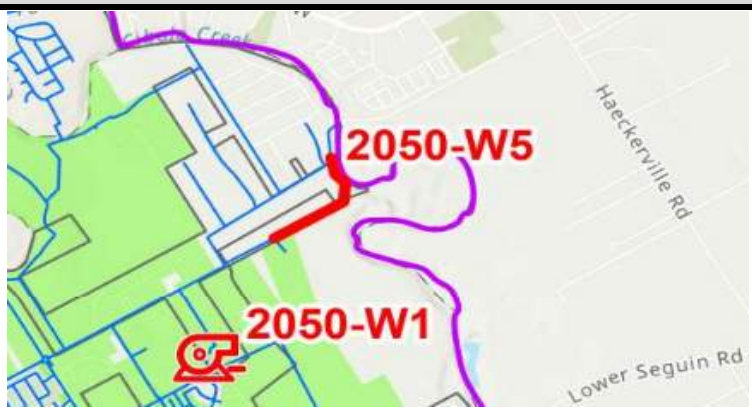
Date: August 2024
Phase: 2050

Project Description:
3,100 LF of new 8" along Raf Burnette east of Authority Ln.

Justification:
Needed to meet growth in area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Water Line	LF	3,100	$ 230	$715,000
2	Gate Valve	EA	7	$ 8,200	$57,400
3	Fire Hydrant	EA	7	$ 23,100	$161,700
4	Surface Replacement	LF	3,100	$ 515	$1,597,000
5	Traffic Control	LS	1	$ 24,000	$24,000
6	SWPPP	LS	1	$ 68,000	$68,000
				SUBTOTAL	**$2,624,000**
				MOBILIZATION (5%)	$132,000
				CONTINGENCY (30%)	$788,000
				TOTAL CONSTRUCTION	**$3,550,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$888,000
				ESTIMATE TOTAL PROJECT COST	**$4,438,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: IH-35 Pump Station & 3.0 MG GST
Project Number: 2050-W6
Project Category: Water
CIP Type: Growth

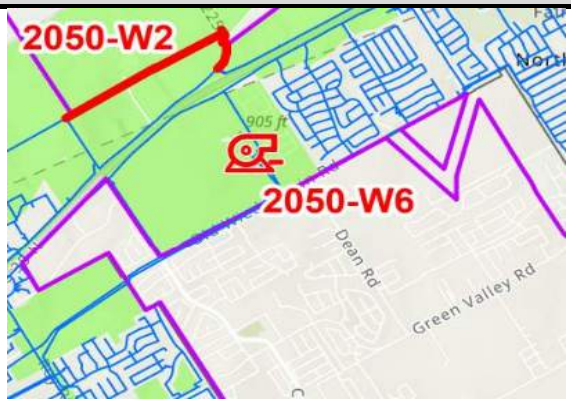
Date: August 2024
Phase: 2050

Project Description:
IH-35 Pump Station (4,000 gpm, 183 TDH firm capacity) and 3.0 MG GST, new connection from SSLGC transmission main to the Live Oak to IH-35 24" transmission main.

Justification:
Needed to meet growth in area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	3.0 MG GST	EA	1	$ 14,232,000	$14,232,000
2	Yard Piping & Pumps for GST	LS	1	$ 3,031,000	$3,031,000
3	Foundation for GST	LS	1	$ 922,000	$922,000
4	Connect to 24" Main	LS	1	$ 85,000	$85,000
5	Pump Station	LS	1	$ 6,723,000	$6,723,000
				SUBTOTAL	**$24,993,000**
				MOBILIZATION (5%)	$1,250,000
				CONTINGENCY (30%)	$7,498,000
				TOTAL CONSTRUCTION	**$33,750,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$8,438,000
				ESTIMATE TOTAL PROJECT COST	**$42,188,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: IH-10 & FM 1518 8" WL Improvements
Project Number: 2050-W7
Project Category: Water
CIP Type: Growth

Date: August 2024
Phase: 2050

Project Description:
2,110 LF of new 8" along IH-10 and FM 1518.

Justification:
Needed to meet growth in area.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Water Line	LF	2,110	$ 230	$487,000
2	Gate Valve	EA	5	$ 8,200	$41,000
3	Fire Hydrant	EA	5	$ 23,100	$115,500
4	Surface Replacement	LF	2,110	$ 515	$1,087,000
5	Traffic Control	LS	1	$ 17,000	$17,000
6	SWPPP	LS	1	$ 68,000	$68,000
				SUBTOTAL	**$1,816,000**
				MOBILIZATION (5%)	$91,000
				CONTINGENCY (30%)	$545,000
				TOTAL CONSTRUCTION	**$2,460,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$615,000
				ESTIMATE TOTAL PROJECT COST	**$3,075,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Lower Seguin Rd 8" WL Replacement
Project Number: 2050-W8
Project Category: Water
CIP Type: Capacity

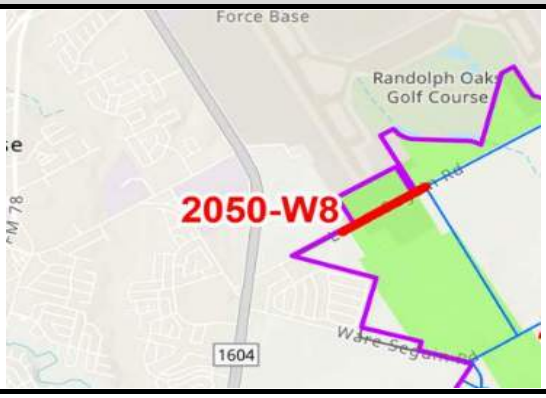
Date: August 2024
Phase: 2050

Project Description:
Upsize 2,500 LF of 8" to 12" along Lower Seguin Rd.

Justification:
Needed for fire flow.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	2,500	$ 366	$915,000
2	Gate Valve	EA	5	$ 19,000	$95,000
3	Fire Hydrant	EA	5	$ 23,100	$115,500
4	Service & System Connections	EA	50	$ 5,700	$285,000
5	Surface Replacement	LF	2,500	$ 531	$1,329,000
6	Traffic Control	LS	1	$ 20,000	$20,000
7	SWPPP	LS	1	$ 68,000	$68,000
				SUBTOTAL	**$2,828,000**
				MOBILIZATION (5%)	$142,000
				CONTINGENCY (30%)	$849,000
				TOTAL CONSTRUCTION	**$3,820,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$955,000
				ESTIMATE TOTAL PROJECT COST	**$4,775,000**

Project Location:



NEAR TERM WASTEWATER CIP PROJECTS

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Town Creek Phase IV 24" - Section 1
Project Number: NT-S1
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: Near Term

Project Description:
Town Creek Phase IV (section 1) with approximately 6,600 LF of 24-inch gravity line.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	24" Gravity Line	LF	6,600	$ 360	$ 2,376,000
2	Standard Manhole (60" DIA.)	EA	14	$ 17,000	$ 238,000
3	Surface Replacement	LF	6,600	$ 214	$ 1,413,000
4	Traffic Control	LS	1	$ 19,000	$ 19,000
5	SWPPP	LS	1	$ 25,000	$ 25,000
				SUBTOTAL	**$ 4,071,000**
				MOBILIZATION (5%)	$204,000
				CONTINGENCY (30%)	$1,222,000
				TOTAL CONSTRUCTION	**$5,500,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,375,000
				ESTIMATE TOTAL PROJECT COST	**$6,875,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Town Creek Phase IV 12" - Section 2
Project Number: NT-S2
Project Category: Waste Water
CIP Type: Growth

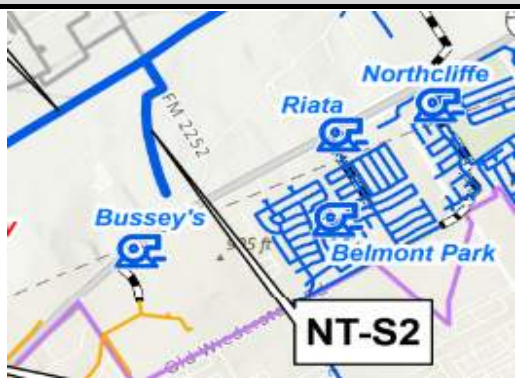
Date: August 2024
Phase: Near Term

Project Description:
Town Creek Phase IV (section 2) with approximately 4,470 LF of 12-inch gravity line.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Gravity Line	LF	4,470	$ 130	$ 582,000
2	Standard Manhole (60" DIA.)	EA	9	$ 17,000	$ 153,000
3	Surface Replacement	LF	4,470	$ 214	$ 957,000
4	Traffic Control	LS	1	$ 13,000	$ 13,000
5	SWPPP	LS	1	$ 25,000	$ 25,000
				SUBTOTAL	**$ 1,730,000**
				MOBILIZATION (5%)	$87,000
				CONTINGENCY (30%)	$519,000
				TOTAL CONSTRUCTION	**$2,340,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$585,000
				ESTIMATE TOTAL PROJECT COST	**$2,925,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Town Creek Phase V 24"
Project Number: NT-S3
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: Near Term

Project Description:
Town Creek Phase V with approximately 10,060 LF of 24-inch gravity line.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	24" Gravity Line	LF	10,060	$ 360	$ 3,622,000
2	Standard Manhole (60" DIA.)	EA	20	$ 17,000	$ 343,000
3	Surface Replacement	LF	10,060	$ 214	$ 2,153,000
4	Traffic Control	LS	1	$ 29,000	$ 29,000
5	SWPPP	LS	1	$ 25,000	$ 25,000
				SUBTOTAL	**$ 6,172,000**
				MOBILIZATION (5%)	$309,000
				CONTINGENCY (30%)	$1,852,000
				TOTAL CONSTRUCTION	**$8,340,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$2,085,000
				ESTIMATE TOTAL PROJECT COST	**$10,425,000**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Upsize Lookout Line
Project Number: NT-S4**
Project Category: Waste Water
CIP Type: Growth

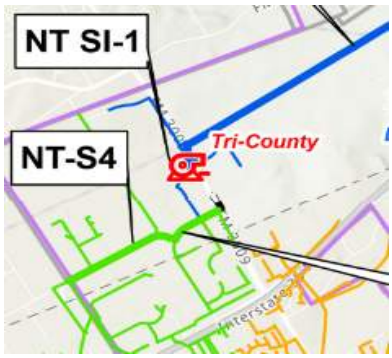
Date: August 2024
Phase: Near Term

Project Description:
Lookout Line (8") upsized to 18-inch gravity line (~ 3,910 LF).

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	18" Gravity Line	LF	3,910	$ 200	$ 782,000
2	Standard Manhole (60" DIA.)	EA	8	$ 17,000	$ 133,000
3	Lateral Lines	LF	3,128	$ 100	$ 313,000
4	Operational Expenses	LS	1	$ 203,000	$ 203,000
5	Surface Replacement	LF	3,910	$ 205	$ 802,000
6	Traffic Control	LS	1	$ 12,000	$ 12,000
7	SWPPP	LS	1	$ 25,000	$ 25,000
				SUBTOTAL	**$ 2,270,000**
				MOBILIZATION (5%)	$114,000
				CONTINGENCY (30%)	$681,000
				TOTAL CONSTRUCTION	**$3,070,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$768,000
				ESTIMATE TOTAL PROJECT COST	**$3,838,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Upsize Tri County Line
Project Number: NT-S5**
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: Near Term

Project Description:
Tri County Line upsized from 8-inch gravity line to 18-inch gravity line (~ 1,760 LF).

Note: Costs provided by City.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	18" Gravity Line	LF	3,910	$ 234	$ 916,000
2	Remaining Costs	LS	1	$ 1,168,800	$ 1,168,800
				ESTIMATE TOTAL PROJECT COST	**$2,084,800**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Cibolo West Main
Project Number: NT-S6
Project Category: Waste Water
CIP Type: Growth

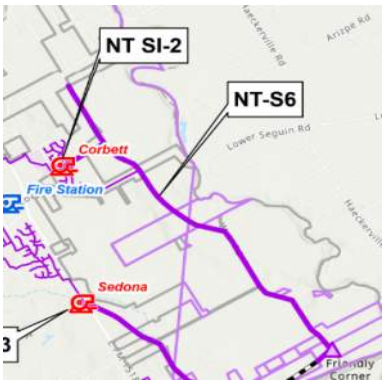
Date: August 2024
Phase: Near Term

Project Description:
Cibolo West Main with approximately 21,680 LF of 18-inch gravity line.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	18" Gravity Line	LF	21,680	$ 200	$ 4,336,000
2	Standard Manhole (60" DIA.)	EA	43	$ 17,000	$ 738,000
3	Surface Replacement	LF	21,680	$ 205	$ 4,445,000
4	Traffic Control	LS	1	$ 62,000	$ 62,000
5	SWPPP	LS	1	$ 25,000	$ 25,000
				SUBTOTAL	**$ 9,606,000**
				MOBILIZATION (5%)	$481,000
				CONTINGENCY (30%)	$2,882,000
				TOTAL CONSTRUCTION	**$12,970,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$3,243,000
				ESTIMATE TOTAL PROJECT COST	**$16,213,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Woman Hollering Creek Lift Station, Gravity Lines, and Force Main
Project Number: NT-S7
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: Near Term

Project Description:
Approximately 1,940 LF of 18-inch gravity line serving Hallie's Cove. Approximately 12,550 LF of 30-inch gravity line, approximately 5,990 LF of 14-inch force main, and WHC lift station. CostS provided by the City.

Justification:
Anticipated growth based on Land Use Plan.

*Only the cost increase between 2011 & 2024 is eligible to be included in the impact fee total.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
				ESTIMATE TOTAL PROJECT COST (2011)	$9,600,000
				ACTUAL CONSTRUCTION COST (2024)	$13,000,000
				ESTIMATE TOTAL ELIGIBLE* PROJECT COST	$3,400,000

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Decommission Tri County Lift Station
Project Number: NT SI-1
Project Category: Waste Water
CIP Type: Lift Station Removal

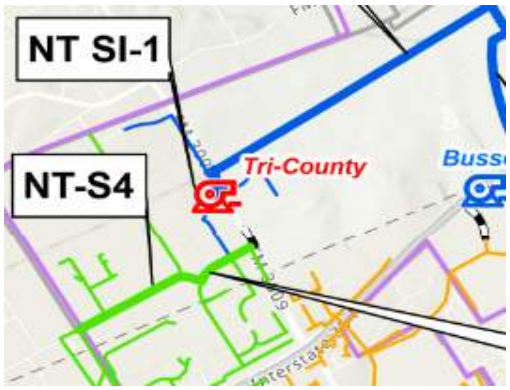
Date: August 2024
Phase: Near Term

Project Description:
Tri County LS to go offline.

Justification:
Per City request.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Decommission Lift Station	LS	1	$ 50,000	$ 50,000
				SUBTOTAL	**$ 50,000**
				MOBILIZATION (5%)	$3,000
				CONTINGENCY (30%)	$15,000
				TOTAL CONSTRUCTION	**$70,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$18,000
				ESTIMATE TOTAL PROJECT COST	**$88,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Decommission Corbett Lift Station
Project Number: NT SI-2
Project Category: Waste Water
CIP Type: Lift Station Removal

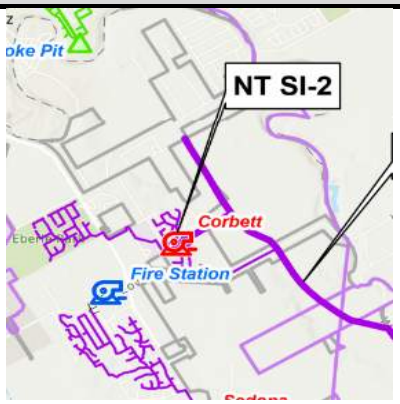
Date: August 2024
Phase: Near Term

Project Description:
Corbett LS to go offline. Approximately 2,410 LF of 10-inch gravity line installed to connect to existing system.

Justification:
Part of the lift station elimination plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Decommission Lift Station	LS	1	$ 50,000	$ 50,000
2	10" Gravity Line	LF	2,410	$ 105	$ 254,000
3	Standard Manhole (60" DIA.)	EA	5	$ 17,000	$ 85,000
4	Surface Replacement	LF	2,410	$ 193	$ 466,000
5	Traffic Control	LS	1	$ 8,000	$ 8,000
6	SWPPP	LS	1	$ 25,000	$ 25,000
				SUBTOTAL	**$ 888,000**
				MOBILIZATION (5%)	$45,000
				CONTINGENCY (30%)	$267,000
				TOTAL CONSTRUCTION	**$1,200,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$300,000
				ESTIMATE TOTAL PROJECT COST	**$1,500,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Decommission Sedona Lift Station & Woman Hollering Creek WWTP
Project Number: NT SI-3
Project Category: Waste Water
CIP Type: Lift Station & WWTP Removal

Date: August 2024
Phase: Near Term

Project Description:
Sedona LS to go offline and Woman Hollering Creek (WHC) WWTP decommissioned.

Justification:
Part of the lift station elimination plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Decommission Lift Station	LS	1	$ 50,000	$ 50,000
2	Decommission WWTP	LS	1	$ 50,000	$ 50,000
				SUBTOTAL	**$ 100,000**
				MOBILIZATION (5%)	$5,000
				CONTINGENCY (30%)	$30,000
				TOTAL CONSTRUCTION	**$140,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$35,000
				ESTIMATE TOTAL PROJECT COST	**$175,000**

Project Location:

2030
WASTEWATER
CIP PROJECTS

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Hope Lane 8" Gravity Line
Project Number: 2030-S1
Project Category: Waste Water
CIP Type: Growth

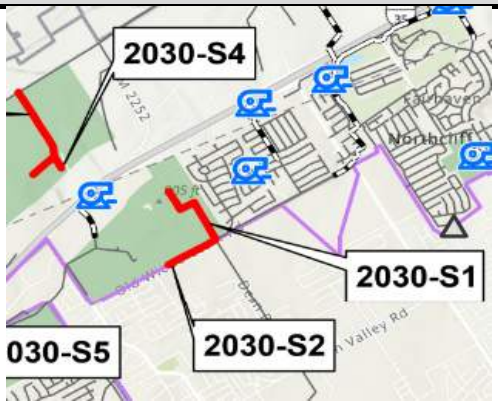
Date: August 2024
Phase: 2030

Project Description:
Approximately 2,950 LF of 8-inch gravity line north of Old Wiederstein Rd and along Hope Ln.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	2,950	$ 107	$ 316,000
2	Standard Manhole (60" DIA.)	EA	6	$ 21,400	$ 129,000
3	Surface Replacement	LF	2,950	$ 239	$ 706,000
4	Traffic Control	LS	1	$ 11,000	$ 11,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$1,194,000**
				MOBILIZATION (5%)	$60,000
				CONTINGENCY (30%)	$359,000
				TOTAL CONSTRUCTION	**$1,620,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$405,000
				ESTIMATE TOTAL PROJECT COST	**$2,025,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Old Wiederstein Road 8"
Project Number: 2030-S2
Project Category: Waste Water
CIP Type: Growth

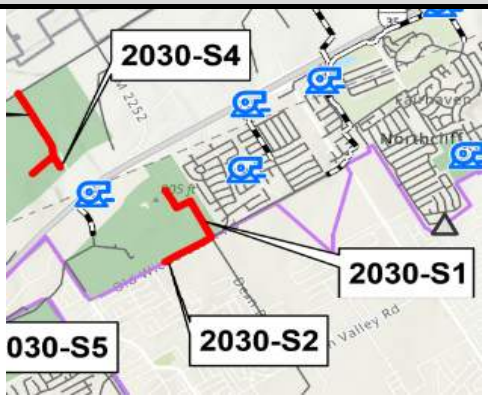
Date: August 2024
Phase: 2030

Project Description:
Approximately 1,900 LF of 8-inch gravity line along Old Wiederstein Rd from Dean Rd to vicinity of Kaylee Chase.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	1,900	$ 107	$ 204,000
2	Standard Manhole (60" DIA.)	EA	4	$ 21,400	$ 86,000
3	Surface Replacement	LF	1,900	$ 239	$ 455,000
4	Traffic Control	LS	1	$ 8,000	$ 8,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$785,000**
				MOBILIZATION (5%)	$40,000
				CONTINGENCY (30%)	$236,000
				TOTAL CONSTRUCTION	**$1,070,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$268,000
				ESTIMATE TOTAL PROJECT COST	**$1,338,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Union Pacific Railroad 8" - Section 1
Project Number: 2030-S3
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Approximately 3,750 LF of 8-inch gravity line south of Union Pacific Rail Road.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	3,750	$ 107	$ 402,000
2	Standard Manhole (60" DIA.)	EA	8	$ 21,400	$ 172,000
3	Surface Replacement	LF	3,750	$ 239	$ 897,000
4	Traffic Control	LS	1	$ 14,000	$ 14,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$1,517,000**
				MOBILIZATION (5%)	$76,000
				CONTINGENCY (30%)	$456,000
				TOTAL CONSTRUCTION	**$2,050,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$513,000
				ESTIMATE TOTAL PROJECT COST	**$2,563,000**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Union Pacific Railroad 8" - Section 2
Project Number: 2030-S4
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Approximately 500 LF of 8-inch gravity line south of Union Pacific Rail Road.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	500	$ 107	$ 54,000
2	Standard Manhole (60" DIA.)	EA	1	$ 21,400	$ 22,000
3	Surface Replacement	LF	500	$ 239	$ 120,000
4	Traffic Control	LS	1	$ 8,000	$ 8,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$236,000**
				MOBILIZATION (5%)	$12,000
				CONTINGENCY (30%)	$71,000
				TOTAL CONSTRUCTION	**$320,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$80,000
				ESTIMATE TOTAL PROJECT COST	**$400,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Wiederstein Road 8"
Project Number: 2030-S5
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Approximately 2,400 LF of 8-inch gravity line along Wiederstein Rd between Jupe and Quail Ln.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	2,400	$ 107	$ 257,000
2	Standard Manhole (60" DIA.)	EA	5	$ 21,400	$ 107,000
3	Surface Replacement	LF	2,400	$ 239	$ 574,000
4	Traffic Control	LS	1	$ 9,000	$ 9,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$979,000**
				MOBILIZATION (5%)	$49,000
				CONTINGENCY (30%)	$294,000
				TOTAL CONSTRUCTION	**$1,330,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$333,000
				ESTIMATE TOTAL PROJECT COST	**$1,663,000**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Schaefer Road 8" - Section 1
Project Number: 2030-S6
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Approximately 7,300 LF of 8-inch gravity line, along Schaefer Rd , Lisa Meadows and Voges pass.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	7,300	$ 107	$ 782,000
2	Standard Manhole (60" DIA.)	EA	15	$ 21,400	$ 321,000
3	Surface Replacement	LF	7,300	$ 239	$ 1,746,000
4	Traffic Control	LS	1	$ 27,000	$ 27,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$2,908,000**
				MOBILIZATION (5%)	$146,000
				CONTINGENCY (30%)	$873,000
				TOTAL CONSTRUCTION	**$3,930,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$983,000
				ESTIMATE TOTAL PROJECT COST	**$4,913,000**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Schaefer Road 8" - Section 2
Project Number: 2030-S7
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Approximately 2,800 LF of 8-inch gravity line along Schaefer Rd west of FM 1518.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	2,800	$ 107	$ 300,000
2	Standard Manhole (60" DIA.)	EA	6	$ 21,400	$ 129,000
3	Surface Replacement	LF	2,800	$ 239	$ 670,000
4	Traffic Control	LS	1	$ 11,000	$ 11,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$1,142,000**
				MOBILIZATION (5%)	$58,000
				CONTINGENCY (30%)	$343,000
				TOTAL CONSTRUCTION	**$1,550,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$388,000
				ESTIMATE TOTAL PROJECT COST	**$1,938,000**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Aranda 8"
Project Number: 2030-S8
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: 2030

Project Description:
Approximately 550 LF of 8-inch gravity line along Aranda, north of Chalk Stem.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	550	$ 107	$ 59,000
2	Standard Manhole (60" DIA.)	EA	2	$ 21,400	$ 43,000
3	Surface Replacement	LF	550	$ 239	$ 132,000
4	Traffic Control	LS	1	$ 8,000	$ 8,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$274,000**
				MOBILIZATION (5%)	$14,000
				CONTINGENCY (30%)	$83,000
				TOTAL CONSTRUCTION	**$380,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$95,000
				ESTIMATE TOTAL PROJECT COST	**$475,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Weir Road 10"
Project Number: 2030-S9
Project Category: Waste Water
CIP Type: Growth

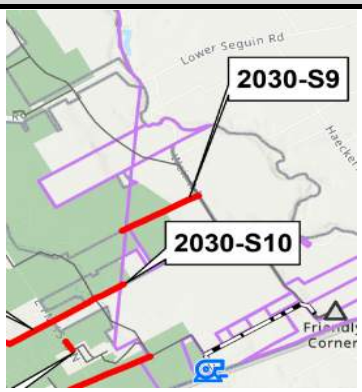
Date: August 2024
Phase: 2030

Project Description:
Approximately 3,500 LF of 10-inch gravity line west of Weir Rd and north of Trainer Hale Rd.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	10" Gravity Line	LF	3,500	$ 132	$ 463,000
2	Standard Manhole (60" DIA.)	EA	7	$ 21,400	$ 150,000
3	Surface Replacement	LF	3,500	$ 239	$ 838,000
4	Traffic Control	LS	1	$ 13,000	$ 13,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$1,496,000**
				MOBILIZATION (5%)	$75,000
				CONTINGENCY (30%)	$449,000
				TOTAL CONSTRUCTION	**$2,020,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$505,000
				ESTIMATE TOTAL PROJECT COST	**$2,525,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Trainer Hale Road 10"
Project Number: 2030-S10
Project Category: Waste Water
CIP Type: Growth

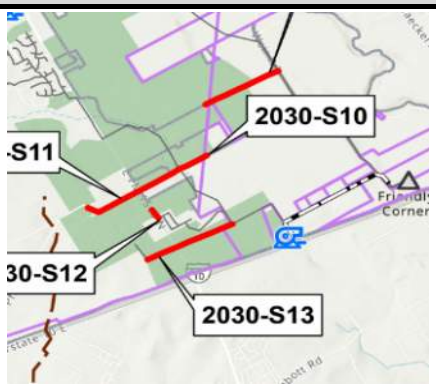
Date: August 2024
Phase: 2030

Project Description:
Approximately 1,350 LF of 10-inch gravity line along Trainer Hale Rd, east of E FM 1518 N.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	10" Gravity Line	LF	1,350	$ 132	$ 179,000
2	Standard Manhole (60" DIA.)	EA	3	$ 21,400	$ 65,000
3	Surface Replacement	LF	1,350	$ 239	$ 323,000
4	Traffic Control	LS	1	$ 8,000	$ 8,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$607,000**
				MOBILIZATION (5%)	$31,000
				CONTINGENCY (30%)	$183,000
				TOTAL CONSTRUCTION	**$830,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$208,000
				ESTIMATE TOTAL PROJECT COST	**$1,038,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Ware Seguin Road 8"
Project Number: 2030-S11
Project Category: Waste Water
CIP Type: Growth

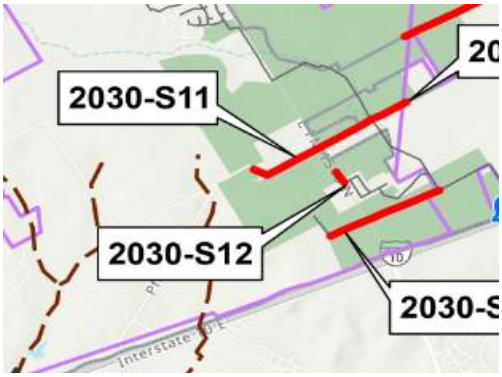
Date: August 2024
Phase: 2030

Project Description:
Approximately 4,550 LF of 8-inch gravity line along Ware Seguin Rd west of FM 1518.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	4,550	$ 107	$ 487,000
2	Standard Manhole (60" DIA.)	EA	10	$ 21,400	$ 214,000
3	Surface Replacement	LF	4,550	$ 239	$ 1,089,000
4	Traffic Control	LS	1	$ 17,000	$ 17,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$1,839,000**
				MOBILIZATION (5%)	$92,000
				CONTINGENCY (30%)	$552,000
				TOTAL CONSTRUCTION	**$2,490,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$623,000
				ESTIMATE TOTAL PROJECT COST	**$3,113,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: FM 1518 8"
Project Number: 2030-S12
Project Category: Waste Water
CIP Type: Growth

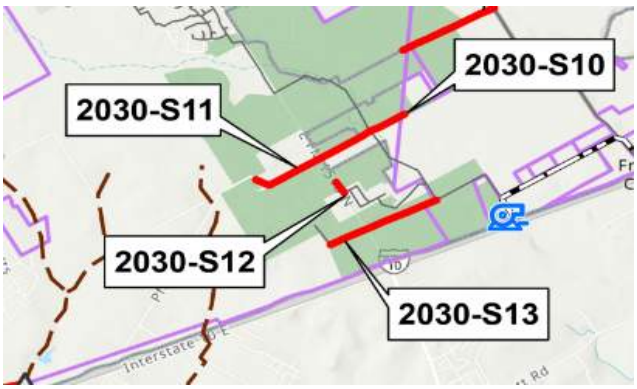
Date: August 2024
Phase: 2030

Project Description:
Approximately 500 LF of 8-inch gravity line along E FM 1518 N.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	500	$ 107	$ 54,000
2	Standard Manhole (60" DIA.)	EA	1	$ 21,400	$ 22,000
3	Surface Replacement	LF	500	$ 239	$ 120,000
4	Traffic Control	LS	1	$ 8,000	$ 8,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$236,000**
				MOBILIZATION (5%)	$12,000
				CONTINGENCY (30%)	$71,000
				TOTAL CONSTRUCTION	**$320,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$80,000
				ESTIMATE TOTAL PROJECT COST	**$400,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: I-10 8" - Section 1
Project Number: 2030-S13
Project Category: Waste Water
CIP Type: Growth

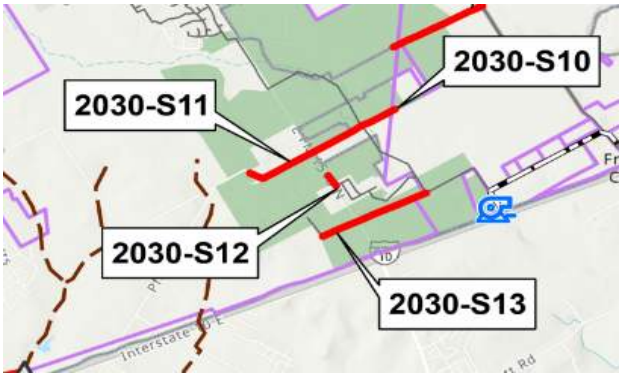
Date: August 2024
Phase: 2030

Project Description:
Approximately 4,000 LF of 8-inch gravity line north of I-10 E.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	4,000	$ 107	$ 428,000
2	Standard Manhole (60" DIA.)	EA	8	$ 21,400	$ 172,000
3	Surface Replacement	LF	4,000	$ 239	$ 957,000
4	Traffic Control	LS	1	$ 15,000	$ 15,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$1,604,000**
				MOBILIZATION (5%)	$81,000
				CONTINGENCY (30%)	$482,000
				TOTAL CONSTRUCTION	**$2,170,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$543,000
				ESTIMATE TOTAL PROJECT COST	**$2,713,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Boenig Drive 8"
Project Number: 2030-S14
Project Category: Waste Water
CIP Type: Growth

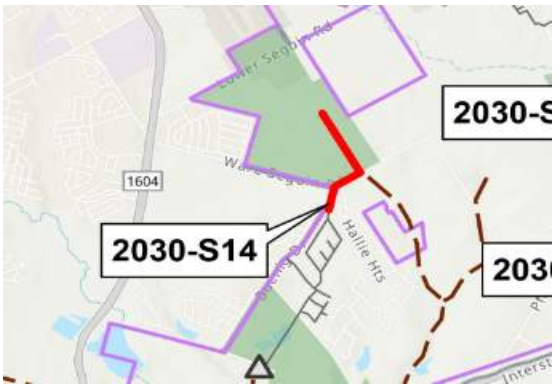
Date: August 2024
Phase: 2030

Project Description:
Approximately 4,350 LF of 8-inch gravity line along Boenig Dr and Ware Seguin Rd going north.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	4,350	$ 107	$ 466,000
2	Standard Manhole (60" DIA.)	EA	9	$ 21,400	$ 193,000
3	Surface Replacement	LF	4,350	$ 239	$ 1,041,000
4	Traffic Control	LS	1	$ 16,000	$ 16,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$1,748,000**
				MOBILIZATION (5%)	$88,000
				CONTINGENCY (30%)	$525,000
				TOTAL CONSTRUCTION	**$2,370,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$593,000
				ESTIMATE TOTAL PROJECT COST	**$2,963,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: N Greytown Road 8"
Project Number: 2030-S15
Project Category: Waste Water
CIP Type: Growth

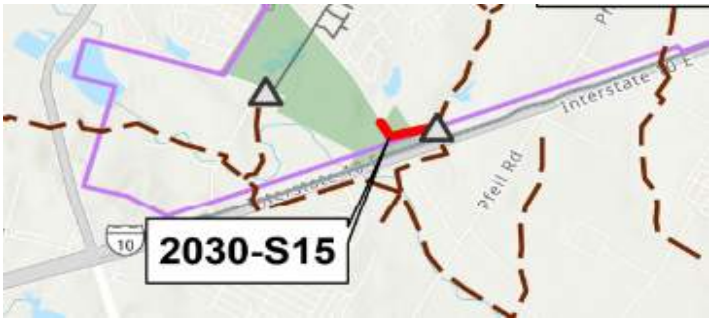
Date: August 2024
Phase: 2030

Project Description:
Approximately 1,800 LF of 8-inch gravity line north of I-10 E and along N Greytown Rd.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	1,800	$ 107	$ 193,000
2	Standard Manhole (60" DIA.)	EA	4	$ 21,400	$ 86,000
3	Surface Replacement	LF	1,800	$ 239	$ 431,000
4	Traffic Control	LS	1	$ 8,000	$ 8,000
5	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$750,000**
				MOBILIZATION (5%)	$38,000
				CONTINGENCY (30%)	$225,000
				TOTAL CONSTRUCTION	**$1,020,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$255,000
				ESTIMATE TOTAL PROJECT COST	**$1,275,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Friesenhahn West Line WW Upsize
Project Number: 2030 SI-1**
Project Category: Waste Water
CIP Type: System Improvement

Date: August 2024
Phase: 2030

Project Description:
Replacing an existing 8-inch with 18-inch gravity line (~4,900 LF), parallel to Friesenhahn Ln and an existing 12-inch with 18-inch gravity line (~1,600 LF) immediately upstream of the Friesenhahn LS.

Justification:
To resolve 4 SSOs upstream of Friesenhahn LS.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	18" Gravity Line	LF	6,500	$ 252	$ 1,637,000
2	Standard Manhole (60" DIA.)	EA	13	$ 21,400	$ 279,000
3	Lateral Lines	LF	5,200	$ 126	$ 655,000
4	Operational Expenses	LS	1	$ 535,000	$ 535,000
5	Surface Replacement	LF	6,500	$ 258	$ 1,678,000
6	Traffic Control	LS	1	$ 24,000	$ 24,000
7	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$ 4,840,000**
				MOBILIZATION (5%)	$242,000
				CONTINGENCY (30%)	$1,452,000
				TOTAL CONSTRUCTION	**$6,540,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,635,000
				ESTIMATE TOTAL PROJECT COST	**$8,175,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Fairlawn WW Upsize
Project Number: 2030 SI-2**
Project Category: Waste Water
CIP Type: System Improvement

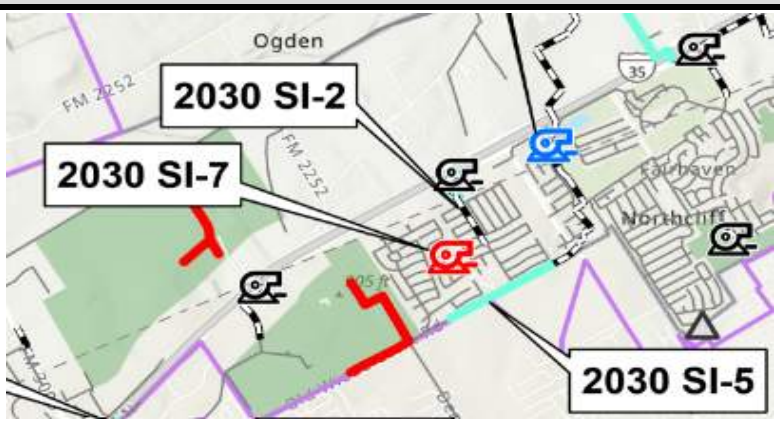
Date: August 2024
Phase: 2030

Project Description:
Replacing an existing 8-inch with 10-inch gravity line (~1,320 LF) along Fairlawn Ave from Ashwood Rd to Riata LS.

Justification:
To resolve an SSO upstream of Riata LS.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	10" Gravity Line	LF	1,320	$ 132	$ 175,000
2	Standard Manhole (60" DIA.)	EA	3	$ 21,400	$ 57,000
3	Lateral Lines	LF	1,056	$ 126	$ 133,000
4	Operational Expenses	LS	1	$ 87,000	$ 87,000
5	Surface Replacement	LF	1,320	$ 243	$ 321,000
6	Traffic Control	LS	1	$ 8,000	$ 8,000
7	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$ 813,000**
				MOBILIZATION (5%)	$41,000
				CONTINGENCY (30%)	$244,000
				TOTAL CONSTRUCTION	**$1,100,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$275,000
				ESTIMATE TOTAL PROJECT COST	**$1,375,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Cibolo Crossing WW Line Upsize
Project Number: 2030 SI-3**
Project Category: Waste Water
CIP Type: System Improvement

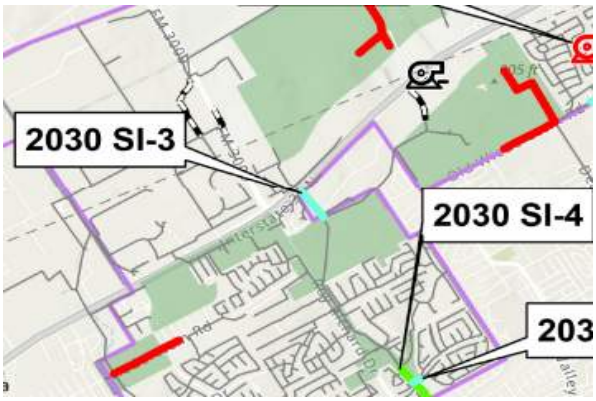
Date: August 2024
Phase: 2030

Project Description:
Replacing an existing 10-inch with 12-inch gravity line (~1,150 LF), south of I-35 N and east of Hampton Inn & Suites of Schertz.

Justification:
To resolve an SSO near I 35 N.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Gravity Line	LF	1,150	$ 164	$ 189,000
2	Standard Manhole (60" DIA.)	EA	2	$ 21,400	$ 50,000
3	Lateral Lines	LF	920	$ 126	$ 116,000
4	Operational Expenses	LS	1	$ 81,000	$ 81,000
5	Surface Replacement	LF	1,150	$ 247	$ 284,000
6	Traffic Control	LS	1	$ 8,000	$ 8,000
7	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$ 760,000**
				MOBILIZATION (5%)	$38,000
				CONTINGENCY (30%)	$228,000
				TOTAL CONSTRUCTION	**$1,030,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$258,000
				ESTIMATE TOTAL PROJECT COST	**$1,288,000**

Project Location:



SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Woodland Oak Drive Replacements
Project Number: 2030 SI-4**
Project Category: Waste Water
CIP Type: System Improvement

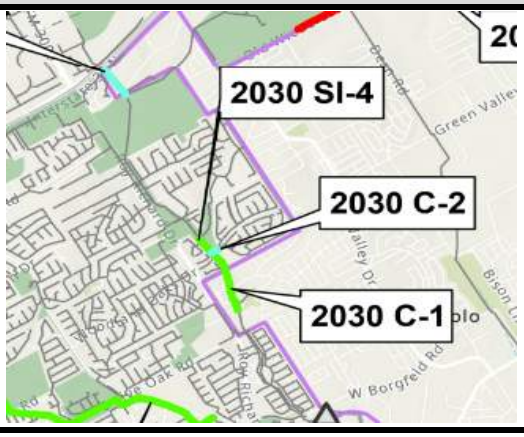
Date: August 2024
Phase: 2030

Project Description:
Replacing an existing 8-inch with 12-inch gravity line (~250 LF), near Woodland Oak Dr.

Justification:
To resolve an SSO near Woodland Oak Dr.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Gravity Line	LF	250	$ 164	$ 41,000
2	Standard Manhole (60" DIA.)	EA	1	$ 21,400	$ 11,000
3	Lateral Lines	LF	200	$ 126	$ 26,000
4	Operational Expenses	LS	1	$ 18,000	$ 18,000
5	Surface Replacement	LF	250	$ 247	$ 62,000
6	Traffic Control	LS	1	$ 8,000	$ 8,000
7	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$ 198,000**
				MOBILIZATION (5%)	$10,000
				CONTINGENCY (30%)	$60,000
				TOTAL CONSTRUCTION	**$270,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$68,000
				ESTIMATE TOTAL PROJECT COST	**$338,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Old Wiederstein WW Upsize
Project Number: 2030 SI-5**
Project Category: Waste Water
CIP Type: System Improvement

Date: August 2024
Phase: 2030

Project Description:
Replacing an existing 18-inch with 21-inch gravity line (~3,330 LF), along Old Wiederstein Rd.

Justification:
To increase line capacity.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	21" Gravity Line	LF	3,330	$ 378	$ 1,258,000
2	Standard Manhole (60" DIA.)	EA	7	$ 21,400	$ 143,000
3	Lateral Lines	LF	2,664	$ 126	$ 336,000
4	Operational Expenses	LS	1	$ 330,000	$ 330,000
5	Surface Replacement	LF	3,330	$ 263	$ 877,000
6	Traffic Control	LS	1	$ 12,000	$ 12,000
7	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$ 2,988,000**
				MOBILIZATION (5%)	$150,000
				CONTINGENCY (30%)	$897,000
				TOTAL CONSTRUCTION	**$4,040,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,010,000
				ESTIMATE TOTAL PROJECT COST	**$5,050,000**

Project Location:

SCHERTZ

Capital Improvement Plan Estimate of Probable Cost

Project Name: Northcliffe Lift Station Upgrade
Project Number: 2030 SI-6**
Project Category: Waste Water
CIP Type: System Improvement

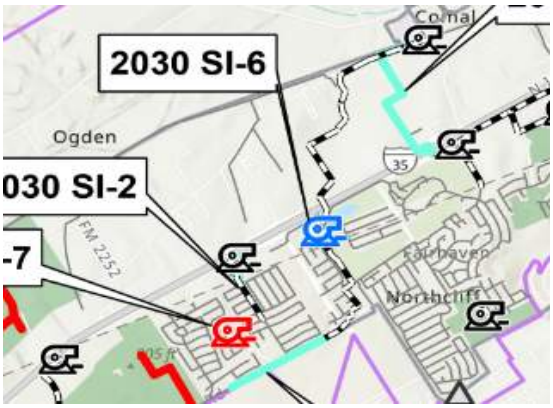
Date: August 2024
Phase: 2030

Project Description:
Northcliffe LS upgrade to firm capacity of 4,500 gpm.

Justification:
To follow TCEQ requirement of peak flow not to exceed firm capacity. This upgrade is based on buildout flow of 4,485 gpm.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Upgrade Lift Station (2,750 gpm)	LS	1	$ 4,637,000	$ 4,637,000
				SUBTOTAL	**$4,637,000**
				MOBILIZATION (5%)	$232,000
				CONTINGENCY (30%)	$1,392,000
				TOTAL CONSTRUCTION	**$6,270,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,568,000
				ESTIMATE TOTAL PROJECT COST	**$7,838,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Decommission Belmont Park Lift Station
Project Number: 2030 SI-7
Project Category: Waste Water
CIP Type: Lift Station Removal

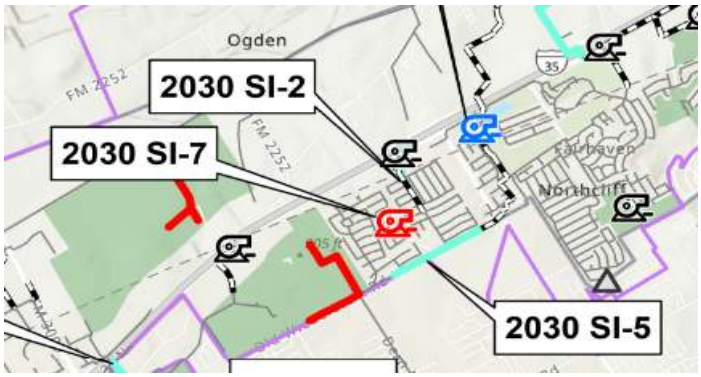
Date: August 2024
Phase: 2030

Project Description:
Belmont Park LS to go offline; install approximately 420 LF of 8-inch gravity line to connect to the line along Livingston Dr.

Justification:
Per City request.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Decommission Lift Station	LS	1	$ 63,000	$ 63,000
2	8" Gravity Line	LF	420	$ 107	$ 45,000
3	Standard Manhole (60" DIA.)	EA	1	$ 21,400	$ 22,000
4	Surface Replacement	LF	420	$ 239	$ 101,000
5	Traffic Control	LS	1	$ 8,000	$ 8,000
6	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$ 271,000**
				MOBILIZATION (5%)	$14,000
				CONTINGENCY (30%)	$82,000
				TOTAL CONSTRUCTION	**$370,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$93,000
				ESTIMATE TOTAL PROJECT COST	**$463,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Roy Richard Drive Replacements
Project Number: 2030 C-1
Project Category: Waste Water
CIP Type: CCMA System Capacity

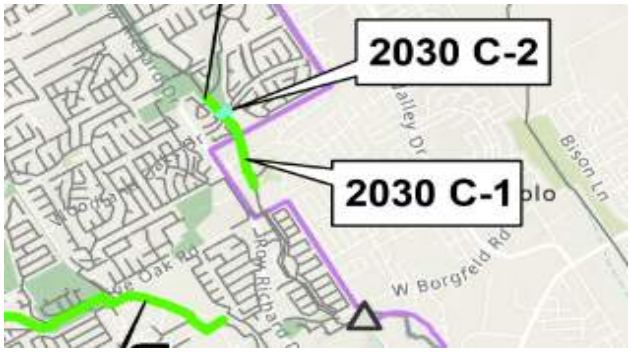
Date: August 2024
Phase: 2030

Project Description:
Replacing an existing 15-inch with 18-inch gravity line (~1,220 LF), east of Roy Richard Dr and south of Woodland Oaks Dr.

Justification:
To resolve 2 SSOs near Woodland Oak Dr and Valencia Ln.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	18" Gravity Line	LF	1,220	$ 252	$ 308,000
2	Standard Manhole (60" DIA.)	EA	2	$ 21,400	$ 53,000
3	Lateral Lines	LF	976	$ 126	$ 123,000
4	Operational Expenses	LS	1	$ 101,000	$ 101,000
5	Surface Replacement	LF	1,220	$ 258	$ 315,000
6	Traffic Control	LS	1	$ 8,000	$ 8,000
7	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$ 940,000**
				MOBILIZATION (5%)	$47,000
				CONTINGENCY (30%)	$282,000
				TOTAL CONSTRUCTION	**$1,270,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$318,000
				ESTIMATE TOTAL PROJECT COST	**$1,588,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Valencia Lane Replacements
Project Number: 2030 C-2
Project Category: Waste Water
CIP Type: CCMA System Capacity

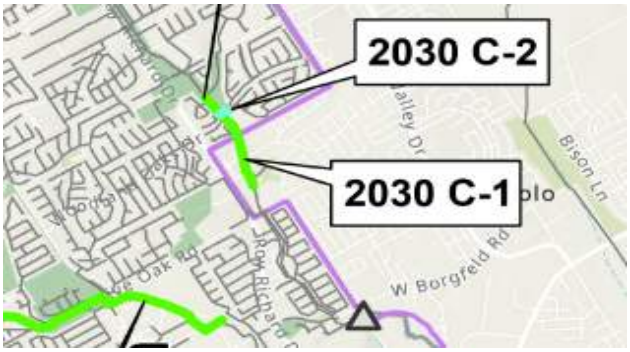
Date: August 2024
Phase: 2030

Project Description:
Replacing an existing 10-inch with 18-inch gravity line (~1,780 LF), north of Woodland Oaks Dr and east of Valencia Ln.

Justification:
To resolve 2 SSOs near Woodland Oak Dr and Valencia Ln.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	18" Gravity Line	LF	1,780	$ 252	$ 449,000
2	Standard Manhole (60" DIA.)	EA	4	$ 21,400	$ 77,000
3	Lateral Lines	LF	1,424	$ 126	$ 180,000
4	Operational Expenses	LS	1	$ 147,000	$ 147,000
5	Surface Replacement	LF	1,780	$ 258	$ 460,000
6	Traffic Control	LS	1	$ 8,000	$ 8,000
7	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$ 1,353,000**
				MOBILIZATION (5%)	$68,000
				CONTINGENCY (30%)	$406,000
				TOTAL CONSTRUCTION	**$1,830,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$458,000
				ESTIMATE TOTAL PROJECT COST	**$2,288,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Savannah Drive Replacements
Project Number: 2030 C-3
Project Category: Waste Water
CIP Type: CCMA System Capacity

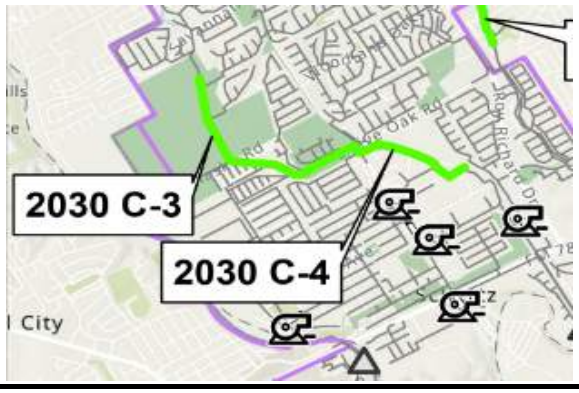
Date: August 2024
Phase: 2030

Project Description:
Replacing an existing 30-inch with 36-inch gravity line (~5,230 LF), south of Savannah Dr and north of Live Oak Rd.

Justification:
To resolve an SSO near Maske Rd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	36" Gravity Line	LF	5,230	$ 806	$ 4,214,000
2	Standard Manhole (60" DIA.)	EA	10	$ 21,400	$ 224,000
3	Lateral Lines	LF	4,184	$ 126	$ 527,000
4	Operational Expenses	LS	1	$ 818,000	$ 818,000
5	Surface Replacement	LF	5,230	$ 292	$ 1,528,000
6	Traffic Control	LS	1	$ 19,000	$ 19,000
7	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$ 7,362,000**
				MOBILIZATION (5%)	$369,000
				CONTINGENCY (30%)	$2,209,000
				TOTAL CONSTRUCTION	**$9,940,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$2,485,000
				ESTIMATE TOTAL PROJECT COST	**$12,425,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Build Out Project 25 - 36" Schertz Line
Project Number: 2030 C-4
Project Category: Waste Water
CIP Type: CCMA System Capacity

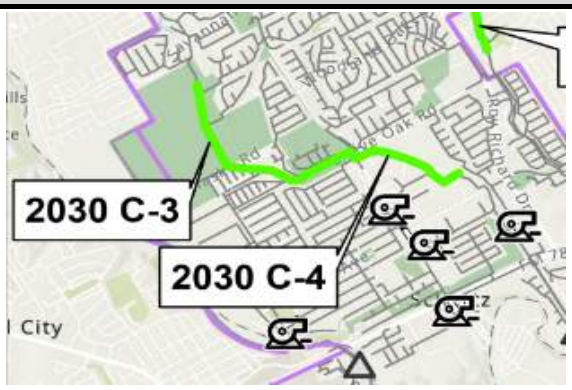
Date: August 2024
Phase: 2030

Project Description:
Replacing an existing 30-inch with 36-inch gravity line (~5,450 LF), near Community Cir, from Buffalo Dr to Live Oak Rd.

Justification:
To resolve 2 SSOs near Maske Rd.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	36" Gravity Line	LF	5,450	$ 806	$ 4,391,000
2	Standard Manhole (60" DIA.)	EA	11	$ 21,400	$ 234,000
3	Lateral Lines	LF	4,360	$ 126	$ 549,000
4	Operational Expenses	LS	1	$ 852,000	$ 852,000
5	Surface Replacement	LF	5,450	$ 292	$ 1,592,000
6	Traffic Control	LS	1	$ 20,000	$ 20,000
7	SWPPP	LS	1	$ 32,000	$ 32,000
				SUBTOTAL	**$ 7,670,000**
				MOBILIZATION (5%)	$384,000
				CONTINGENCY (30%)	$2,301,000
				TOTAL CONSTRUCTION	**$10,360,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$2,590,000
				ESTIMATE TOTAL PROJECT COST	**$12,950,000**

Project Location:



2050
WASTEWATER
CIP PROJECTS

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: I-35 N 8"
Project Number: 2050-S1
Project Category: Waste Water
CIP Type: Growth

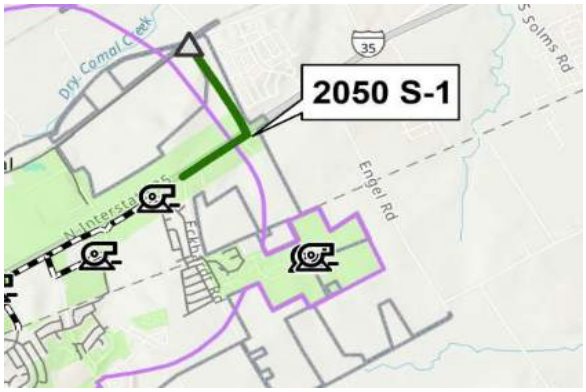
Date: August 2024
Phase: 2050

Project Description:
Approximately 6,250 LF of 8-inch gravity line north of and along I-35 N.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	6,250	$ 230	$ 1,441,000
2	Standard Manhole (60" DIA.)	EA	13	$ 46,100	$ 600,000
3	Surface Replacement	LF	6,250	$ 515	$ 3,220,000
4	Traffic Control	LS	1	$ 49,000	$ 49,000
5	SWPPP	LS	1	$ 68,000	$ 68,000
				SUBTOTAL	**$ 5,378,000**
				MOBILIZATION (5%)	$269,000
				CONTINGENCY (30%)	$1,614,000
				TOTAL CONSTRUCTION	**$7,270,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,818,000
				ESTIMATE TOTAL PROJECT COST	**$9,088,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Friesenhahn Lane 8"
Project Number: 2050-S2
Project Category: Waste Water
CIP Type: Growth

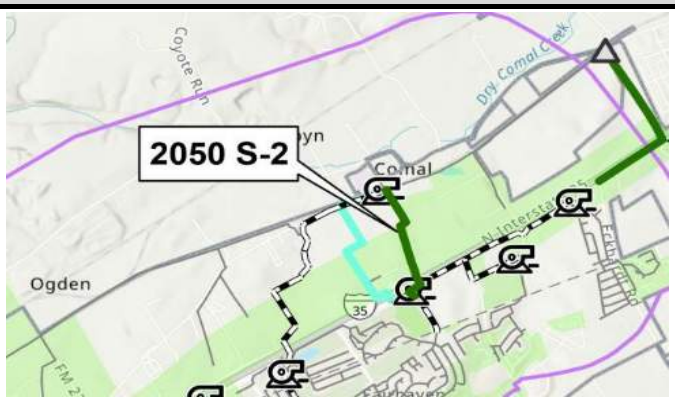
Date: August 2024
Phase: 2050

Project Description:
Approximately 4,460 LF of 8-inch gravity line, along Friesenhahn Ln.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	4,460	$ 230	$ 1,028,000
2	Standard Manhole (60" DIA.)	EA	9	$ 46,100	$ 415,000
3	Surface Replacement	LF	4,460	$ 515	$ 2,298,000
4	Traffic Control	LS	1	$ 35,000	$ 35,000
5	SWPPP	LS	1	$ 68,000	$ 68,000
				SUBTOTAL	**$ 3,844,000**
				MOBILIZATION (5%)	$193,000
				CONTINGENCY (30%)	$1,154,000
				TOTAL CONSTRUCTION	**$5,200,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,300,000
				ESTIMATE TOTAL PROJECT COST	**$6,500,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Schaefer Road 8" - Section 3
Project Number: 2050-S3
Project Category: Waste Water
CIP Type: Growth

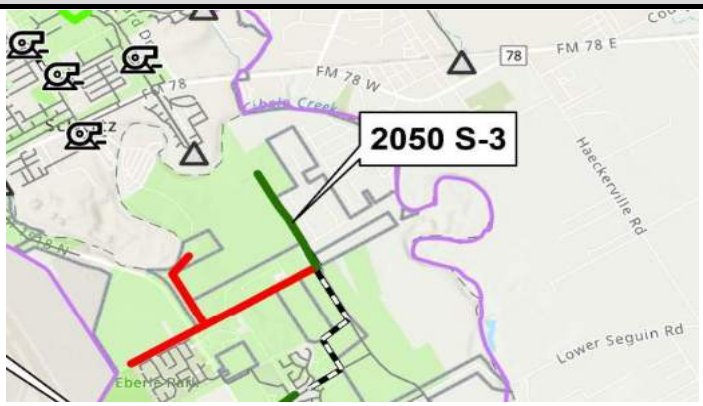
Date: August 2024
Phase: 2050

Project Description:
Approximately 3,910 LF of 8-inch gravity line from Schaefer Rd north parallel to Authority Ln.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	3,910	$ 230	$ 901,000
2	Standard Manhole (60" DIA.)	EA	8	$ 46,100	$ 369,000
3	Surface Replacement	LF	3,910	$ 515	$ 2,014,000
4	Traffic Control	LS	1	$ 31,000	$ 31,000
5	SWPPP	LS	1	$ 68,000	$ 68,000
				SUBTOTAL	**$ 3,383,000**
				MOBILIZATION (5%)	$170,000
				CONTINGENCY (30%)	$1,015,000
				TOTAL CONSTRUCTION	**$4,570,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$1,143,000
				ESTIMATE TOTAL PROJECT COST	**$5,713,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Corbett JH 8"
Project Number: 2050-S4
Project Category: Waste Water
CIP Type: Growth

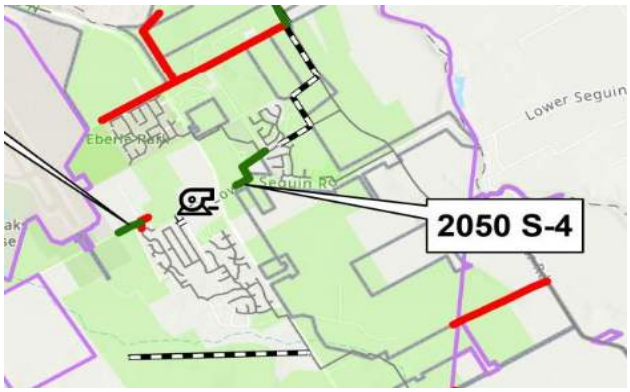
Date: August 2024
Phase: 2050

Project Description:
Approximately 1,930 LF of 8-inch gravity line, south of Corbett Junior High School and north of Lower Seguin Rd.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	1,930	$ 230	$ 445,000
2	Standard Manhole (60" DIA.)	EA	4	$ 46,100	$ 185,000
3	Surface Replacement	LF	1,930	$ 515	$ 995,000
4	Traffic Control	LS	1	$ 15,000	$ 15,000
5	SWPPP	LS	1	$ 68,000	$ 68,000
				SUBTOTAL	**$ 1,708,000**
				MOBILIZATION (5%)	$86,000
				CONTINGENCY (30%)	$513,000
				TOTAL CONSTRUCTION	**$2,310,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$578,000
				ESTIMATE TOTAL PROJECT COST	**$2,888,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Lower Seguin Road 8"
Project Number: 2050-S5
Project Category: Waste Water
CIP Type: Growth

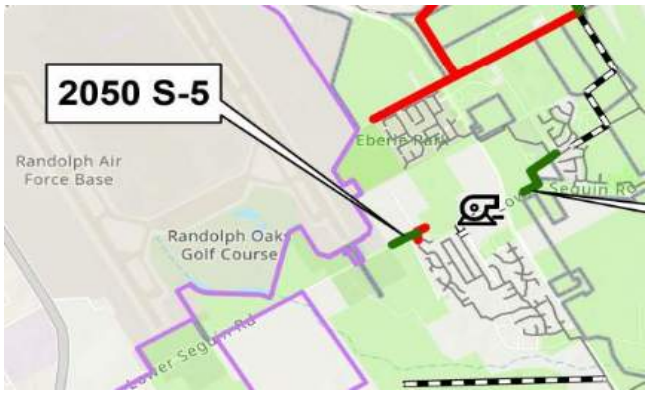
Date: August 2024
Phase: 2050

Project Description:
Approximately 830 LF of 8-inch gravity line along Lower Seguin Rd.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	830	$ 230	$ 192,000
2	Standard Manhole (60" DIA.)	EA	2	$ 46,100	$ 93,000
3	Surface Replacement	LF	830	$ 515	$ 428,000
4	Traffic Control	LS	1	$ 8,000	$ 8,000
5	SWPPP	LS	1	$ 68,000	$ 68,000
				SUBTOTAL	**$ 789,000**
				MOBILIZATION (5%)	$40,000
				CONTINGENCY (30%)	$237,000
				TOTAL CONSTRUCTION	**$1,070,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$268,000
				ESTIMATE TOTAL PROJECT COST	**$1,338,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: I-10 8" - Section 2
Project Number: 2050-S6
Project Category: Waste Water
CIP Type: Growth

Date: August 2024
Phase: 2050

Project Description:
Approximately 2,220 LF of 8-inch gravity line north of and parallel to IH-10.

Justification:
Anticipated growth based on Land Use Plan.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	8" Gravity Line	LF	2,220	$ 230	$ 512,000
2	Standard Manhole (60" DIA.)	EA	5	$ 46,100	$ 231,000
3	Surface Replacement	LF	2,220	$ 515	$ 1,144,000
4	Traffic Control	LS	1	$ 18,000	$ 18,000
5	SWPPP	LS	1	$ 68,000	$ 68,000
				SUBTOTAL	**$ 1,973,000**
				MOBILIZATION (5%)	$99,000
				CONTINGENCY (30%)	$592,000
				TOTAL CONSTRUCTION	**$2,670,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$668,000
				ESTIMATE TOTAL PROJECT COST	**$3,338,000**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Cypress Point Lift Station Upgrade
Project Number: 2050 SI-1
Project Category: Waste Water
CIP Type: System Improvement

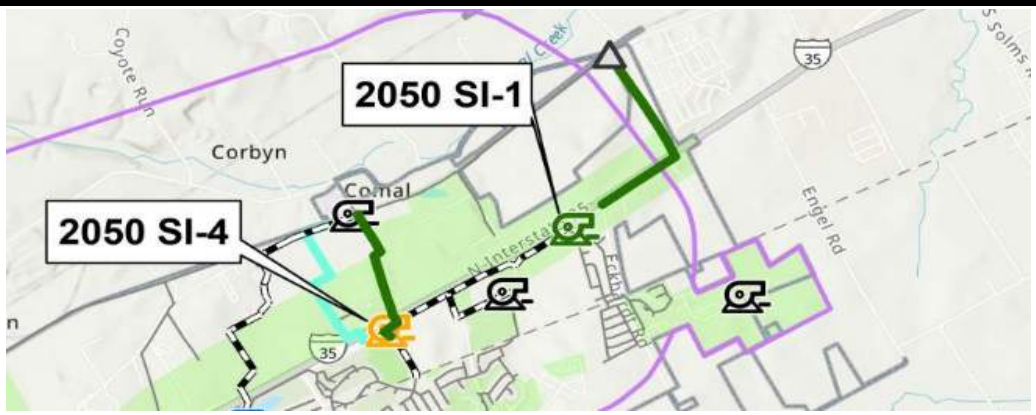
Date: August 2024
Phase: 2050

Project Description:
Cypress Point LS upgrade to firm capacity of 1,250 gpm.

Justification:
To follow TCEQ requirement of Peak flow not to exceed firm capacity. This upgrade is based on buildout flow of 1,233 gpm.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Upgrade Lift Station (~250 gpm)	LS	1	$ 865,000	$ 865,000
				SUBTOTAL	**$ 865,000**
				MOBILIZATION (5%)	$44,000
				CONTINGENCY (30%)	$260,000
				TOTAL CONSTRUCTION	**$1,170,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$293,000
				ESTIMATE TOTAL PROJECT COST	**$1,463,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Decommission Schertz Parkway Lift Station
Project Number: 2050 SI-2
Project Category: Waste Water
CIP Type: Lift Station Removal

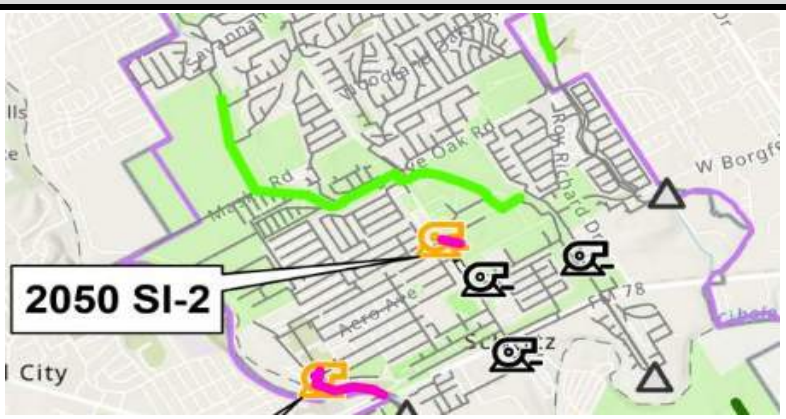
Date: August 2024
Phase: 2050

Project Description:
Schertz Pkwy LS to go offline.

Justification:
To convey flow to a new CCMA's line which will be built by 2050.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Decommission Lift Station	LS	1	$ 136,000	$ 136,000
				SUBTOTAL	**$ 136,000**
				MOBILIZATION (5%)	$7,000
				CONTINGENCY (30%)	$41,000
				TOTAL CONSTRUCTION	**$190,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$48,000
				ESTIMATE TOTAL PROJECT COST	**$238,000**

Project Location:



SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Decommission Park Lift Station
Project Number: 2050 SI-3
Project Category: Waste Water
CIP Type: Lift Station Removal

Date: August 2024
Phase: 2050

Project Description:
Park LS to go offline; install approximately 2,300 LF of 8-inch gravity line to connect to the line along E Aviation Blvd.

Justification:
Per City request.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Decommission Lift Station	LS	1	$ 136,000	$ 136,000
2	8" Gravity Line	LF	2,300	$ 230	$ 530,000
3	Standard Manhole (60" DIA.)	EA	5	$ 46,100	$ 231,000
4	Surface Replacement	LF	2,300	$ 515	$ 1,185,000
5	Traffic Control	LS	1	$ 18,000	$ 18,000
6	SWPPP	LS	1	$ 68,000	$ 68,000
				SUBTOTAL	**$ 2,168,000**
				MOBILIZATION (5%)	$109,000
				CONTINGENCY (30%)	$651,000
				TOTAL CONSTRUCTION	**$2,930,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$733,000
				ESTIMATE TOTAL PROJECT COST	**$3,663,000**

Project Location:

SCHERTZ

LAN

Capital Improvement Plan Estimate of Probable Cost

Project Name: Decommission Cover's Cove Lift Station
Project Number: 2050 SI-4
Project Category: Waste Water
CIP Type: Lift Station Removal

Date: August 2024
Phase: 2050

Project Description:
Cover's Cove LS to go offline.

Justification:
Per City request.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Decommission Lift Station	LS	1	$ 136,000	$ 136,000
				SUBTOTAL	**$ 136,000**
				MOBILIZATION (5%)	$7,000
				CONTINGENCY (30%)	$41,000
				TOTAL CONSTRUCTION	**$190,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$48,000
				ESTIMATE TOTAL PROJECT COST	**$238,000**

Project Location:

APPENDIX 30 - CIP PROJECTS UTILIZATION CALCULATIONS

City of Schertz
2024 Impact Fee Update
Water CIP Project Growth Utilization Calculations

Project Number	Project Name	Existing Peak Flow (gpm)	2030 Peak Flow (gpm)	2050 Peak Flow (gpm)	2020-2030 % Utilization
Near Term CIP					
System Improvement Projects					
NT-W1**	Bubbling Springs 6" WL Replacement	185.86	269.83	309.94	27%
NT-W2	Corbett Pump Station & 3.0 MG GST	N/A	N/A	N/A	N/A
NT-W3	Ware Seguin Pump Station Operational Improvement	N/A	N/A	N/A	N/A
NT-W4	12" WL from Ware Seguin to Lower Seguin	N/A	N/A	N/A	N/A
NT-W5	Fred Couples to Schwab	N/A	N/A	N/A	N/A
NT-W6	Schwab to Eckhardt	N/A	N/A	N/A	N/A
NT-W7**	Graytown to Pfeil	-	32.61	46.93	69%
NT-W8**	FM 78 Water Line Replacement	369.10	500.30	589.39	22%
NT-W9**	Moonlight Meadow Dr & Lost Meadow Dr WL Replacement	18.83	18.83	18.83	0%
NT-W10**	Robinhood Way WL Replacement	46.06	46.06	46.06	0%
Proposed 2030 CIP					
Growth Projects					
2030-W1	12" WL from Tri-County Extension to Cibolo Valley Drive	-	316.47	229.95	100%
2030-W2	Raf Burnette Rd 12" WL Improvements	-	177.06	200.02	89%
2030-W3	8" WL from Ray Corbett Dr to Lower Seguin Rd	-	594.20	613.97	97%
2030-W4**	Trainer Hale Rd 2" WL Replacement & 8" WL Improvement	-	530.42	568.37	93%
2030-W5**	Boenig Dr S 6" WL Replacement & 8" WL Improvement	2.43	117.51	166.63	69%
2030-W6	Live Oak to IH-35 24" Transmission Main	-	5,346.49	4,000.00	100%
2030-W7	Ware Seguin Pump Station Expansion Phase 1	600.00	1,000.00	1,200.00	33%
2030-W8	IH-10 8" WL Improvements	-	15.11	11.35	100%
System Improvement Projects					
2030-W9	PRV Installation for Proposed Southwest Pressure Plane	N/A	N/A	N/A	N/A
2030-W10**	River Rd 6" WL Replacement	115.65	311.01	335.23	58%

N/A indicates that the project is not eligble to be included for impact fees.

Utilizations in red indicate that it is an adjusted value because it was over 100% due to the build out flow occuring in 2030 instead of 2050.

City of Schertz
2024 Impact Fee Update
Wastewater CIP Project Growth Utilization Calculations

Project Number	Project Name	Existing Peak Flow (gpm)	2030 Peak Flow (gpm)	2050 Peak Flow (gpm)	2020-2030 % Utilization
Near Term CIP					
Growth Projects					
NT-S1	Town Creek Phase IV 24" - Section 1	-	33.20	158.4	21%
NT-S2	Town Creek Phase IV 12" - Section 2	-	-	11.6	0%
NT-S3	Town Creek Phase V 24"	-	33.20	145.5	23%
NT-S4**	Upsize Lookout Line	275.40	223.80	256.6	20%
NT-S5**	Upsize Tri County Line	273.90	216.00	229.1	25%
NT-S6	Cibolo West Main	-	1,052.90	1,262.3	83%
NT-S7	Woman Hollering Creek Lift Station, Gravity Lines, and Force Main	-	702.60	785.2	89%
System Improvement Projects					
NT SI-1	Decommission Tri County Lift Station	N/A	N/A	N/A	N/A
NT SI-2	Decommission Corbett Lift Station	N/A	N/A	N/A	N/A
NT SI-3	Decommission Sedona Lift Station & Woman Hollering Creek WWTP	N/A	N/A	N/A	N/A
Proposed 2030 CIP					
Growth Projects					
2030-S1	Hope Lane 8" Gravity Line	-	59.40	88.50	67%
2030-S2	Old Wiederstein Road 8"	-	0.53	10.30	5%
2030-S3	Union Pacific Railroad 8" - Section 1	-	11.60	119.30	10%
2030-S4	Union Pacific Railroad 8" - Section 2	-	5.50	46.10	12%
2030-S5	Wiederstein Road 8"	-	160.90	195.00	83%
2030-S6	Schaefer Road 8" - Section 1	-	42.30	128.80	33%
2030-S7	Schaefer Road 8" - Section 2	-	7.20	7.20	100%
2030-S8	Aranda 8"	-	3.20	3.20	100%
2030-S9	Weir Road 10"	-	597.00	597.60	100%
2030-S10	Trainer Hale Road 10"	-	31.90	32.00	100%
2030-S11	Ware Seguin Road 8"	-	122.60	126.70	97%
2030-S12	FM 1518 8"	-	9.80	24.50	40%
2030-S13	I-10 8" - Section 1	-	67.20	68.10	99%
2030-S14	Boenig Drive 8"	-	12.30	42.90	29%
2030-S15	N Greytown Road 8"	-	45.70	88.10	52%
System Improvement Projects					
2030 SI-1**	Friesenhahn West Line WW Upsize	769.20	1,114.10	1,538.10	22%
2030 SI-2**	Fairlawn WW Upsize	658.40	722.70	727.20	9%
2030 SI-3**	Cibolo Crossing WW Line Upsize	1,439.40	1,382.60	1,576.50	4%
2030 SI-4**	Woodland Oak Drive Replacements	784.00	820.60	900.30	4%
2030 SI-5**	Old Wiederstein WW Upsize	1,908.30	5,034.00	5,092.50	61%
2030 SI-6**	Northcliffe Lift Station Upgrade	3,824.00	4,048.70	4,485.00	5%
2030 SI-7	Decommission Belmont Park Lift Station	N/A	N/A	N/A	N/A

N/A indicates that the project is not eligble to be included for impact fees.

Utilizations in red indicate that it is an adjusted value because it was over 100% due to the build out flow occuring in 2030 instead of 2050.

APPENDIX 31 - OCTAVE METER SPECIFICATIONS

Master Meter's Multi-Jet meter exceeds the AWWA C708 standard. With sensitivity to measure water flowing as low as 1/8 gallon per minute and accuracy unaffected by common particulates and build-up that would freeze other types, you can count on our Multi-Jet technology.

Technical Specifications:

AWWA Standard -Meets or exceeds all sections of AWWA Standard C-708, most recent revision. Compliant with SDWA, NSF ANSI 372 and NSF ANSI 61 standards.

Register - Standard Direct Read, DIALOG® 3G AMR System registers, AccuLinx Encoder, and IP 68 Electrical Output registers available. Together, an integrated and migratable technology environment is attained; direct, proximity (touch), mobile AMR, and Fixed Network AMI.

Register Sealing - Direct Read and DIALOG registers are permanently sealed with a scratch resistant glass lens, stainless steel base and wrap-around gasket to prevent intrusion of dirt or moisture.

Features & Benefits:

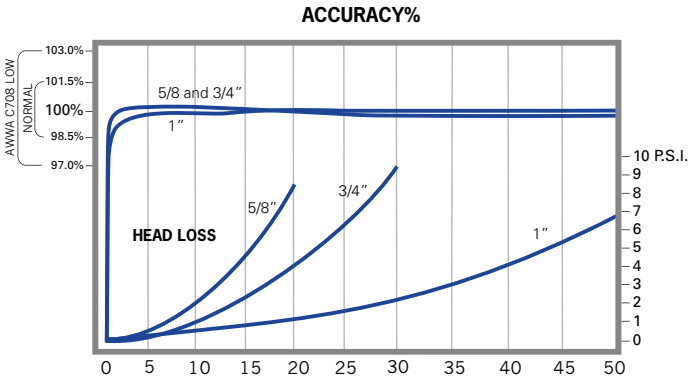
- Rugged basket strainer built from advanced polymer materials for superior wear mitigation.
- Proprietary design produces smooth, laminar flow profile for improved accuracy
- Award-winning DIALOG 3G register design houses all vital components — encoder, RF transmitter, battery and antennae — safely within the register's stainless steel and tempered glass enclosure. Free of external wires, components and connections — the #1 cause of field related issues on competitive designs.
- Assures compliance with the Safe Drinking Water Act (SDWA).
- Measures with only one moving part that is hydro-dynamically balanced on a sapphire bearing to preserve accuracy and promote a positive bottom line.
- Exceptional performance in passing entrained solids and operating in environments with high mineral content.
- Clean, elegant measurement design is highly sensitive to leaks and low flow while limiting wear for excellent revenue protection.

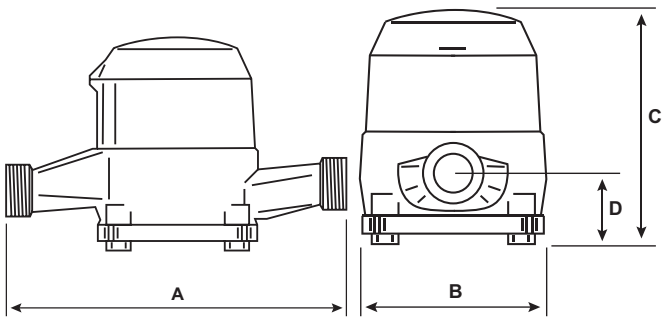
Technical Specs (Cont'd):

- **Register Unit** - Registration available in U.S. gallons, cubic feet or cubic meters.
- **Test Circle** - Large center sweep hand with one hundred (100) clearly marked gradations on the periphery of the dial face (available on Direct Read and DIALOG 3G registers).
- **Design/Operation** - Velocity-type flow measurement. Water that is evenly distributed by multiple converging inlet ports flows past an impeller in the measuring chamber, creating an impeller velocity directly proportional to water flow rate. The meter's register integrates that velocity into totalized flow.
  An inherent advantage for this design is unparalleled wear mitigation leading to sustained revenues.
  The register assembly is removable under line pressure permitting seamless, simplified upgrades in reading technology.
- **Strainer** - A rugged, 360-degree advance polymer basket strainer protects the critical measuring element from damage. The unique strainer design smoothes the flow of water entering into the meter creating a laminar flow that is gentle on the meter's internal components. Tough materials operating in a smooth, balanced environment enable the meters to perform more accurately over time. Utilities' investments last longer while capturing more revenue.
- **Measuring Chamber -** The measuring chamber housing and measurement element are built with an advanced synthetic polymer. Measurement surfaces are not wear surfaces, providing sustained accuracy despite the presence of entrained solids in the water. A long life, synthetic sapphire bearing serves as a wear surface with radially balanced water flows. The chamber housing is constructed in two parts to allow access to the impeller. Bottom plates available in Bronze, Cast Iron (CI) or Engineered Plastic.

METER OPERATING CHARACTERISTIC/DIMENSION	*5/8"*	*3/4" x 7-1/2"*	*3/4" x 9"*	*3/4" x 9" x 1"*	*1"*
Flow Rating (gpm)	20	30	30	30	50
Continuous Flow (gpm)	15	20	20	20	30
Normal Flow Range (gpm)	1-20	2-30	2-30	2-30	3-50
Extended Low Flow (gpm)	1/4	1/2	1/2	1/2	3/4
Maximum Working Pressure (psi)	150	150	150	150	150
Maximum Working Temperature (F)	120	120	120	120	120
Length (A below)	7-1/2"	7-1/2"	9"	9"	10-3/4"
Width (B below)	3-5/8"	3-5/8"	3-5/8"	3-5/8"	4"
Height, standard register with lid (C below)	5"	5"	5"	5"	5-1/4"
Height, bottom to center line (D below)	1-1/2"	1-1/2"	1-1/2"	1-1/2"	1-3/4"
Weight (lbs)	3.95	4.0	4.1	4.6	5.25
Packed To Carton	6	6	6	4	4
Carton Weight (lbs)	25.1	25.4	26	19.8	22.4

Accuracy and Head Loss Chart





Available in sizes 1.5", 2", 3", 4", 6", 8", 10", and 12"

UL Certification is available on 1.5" through 8" only.
FM Approval is available on all sizes.

Octave brings the latest in ultrasonic metering technology to Commercial/Industrial (C&I) water meters and puts precise measurement where the real flows exist. An excellent alternative to mechanical compound, single-jet, floating ball, fire-service type and turbine meters, Octave excels at maintaining sustained accuracy for the life of the meter while providing smart AMR capabilities.

Technical Specifications:

Working Pressure - 175 PSI

Liquid Temperature - 33° - 122 °F

Metrological Characteristics - Meets ANSI/AWWA Standards C715-18, C750-19, ISO 4064 rev. 2014

Configuration - Compact-Display built into unit

Power Source - 2 x D Size Lithium Thionyl Chloride batteries - 10 year warranted life time

Environmental Protection - NEMA 6P+ (IP68+), Ambient operation temp. -13 °F / +131 °F for the display

Display Units - Multi line 12 digit LCD (Programmable USG, Cubic Feet, Cubic Meters, Acre Feet for volume and GPM, Lt/s, or M^3/h for rate of flow)

Output - Programmable Encoder, Pulse, 4-20, or Modbus; Optional dual output available in encoder + pulse

Features & Benefits:

- Grade 316 Stainless Steel (2"-8") or Epoxy Coated Ductile Iron (10"-12") body design provides full compliance with ANSI/NSF 372 (AB1953 or NSF61G).
- No moving parts. Minimal flow intrusion. Enduring accuracy.
- Easy to install Floating Flanges on 2"-8" and Integrated Flanges on 10"-12".
- No required strainer.
- Wide beam ultrasonic measurement sensors for high accuracy and reliable operation.
- Industry standard communication protocol for integration with most third-party AMR/AMI systems.
- Active leak, burst, reverse flow, empty pipe, measurement failure, and low battery. LCD also displays rate of flow and water temperature.
- Ruggedized NEMA 6P/IP-68+ construction; fully submersible design.
- Designed to meet standards for both North American and International C&I water meters.
- Optional flow measurements; Forward Only, Net Volume or Alternating Display (Forward and Reverse Consumption displayed separately).

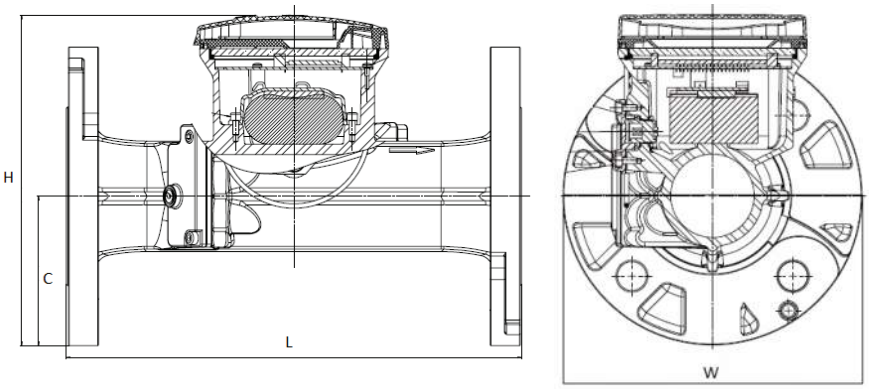
Performance Data & Dimensions

Octave Operating Characteristics and Dimensions	1.5"x13" (40 mm)	2"x10" (50 mm)	2"x15.25" (50 mm)	2"x17" (50 mm)
Safe Maximum Operating Capacity	250 GPM ($57\ m^3/h$)	250 GPM ($57\ m^3/h$)	250 GPM ($57\ m^3/h$)	250 GPM ($57\ m^3/h$)
Normal Operating Range (98.5% - 101.5% Accuracy)*	0.50 – 250 GPM ($0.11 – 57\ m^3/h$)	0.50 – 250 GPM ($0.11 – 57\ m^3/h$)	0.50 – 250 GPM ($0.11 – 57\ m^3/h$)	0.50 – 250 GPM ($0.11 – 57\ m^3/h$)
Extended Low Flow (95% - 105% Accuracy)	0.25 GPM ($0.06\ m^3/h$)	0.25 GPM ($0.06\ m^3/h$)	0.25 GPM ($0.06\ m^3/h$)	0.25 GPM ($0.06\ m^3/h$)
Length	13" (330 mm)	10" (250 mm)	15.25" (390 mm)	17" (432 mm)
Width	5-3/4" (146 mm)	5-3/4" (146 mm)	5-3/4" (146 mm)	5-3/4" (146 mm)
Height	6-3/4" (172 mm)	6-3/4" (172 mm)	6-3/4" (172 mm)	6-3/4" (172 mm)
Height from Center Pipe	2-1/8" (54 mm)	2-1/8" (54 mm)	2-1/8" (54 mm)	2-1/8" (54 mm)
Weight	20 lbs (9 kg)	15 lbs (7 kg)	22 lbs (10 kg)	24 lbs (11 kg)

* In the water temperature of 45° to 85° F (7° to 30° C), meter consumption is accurately measured at:
- +/- 1.5% in the Normal Operating Range
- +/- 5% in the Extended Low Flow

Octave Operating Characteristics and Dimensions	3" (80 mm)	4" (100 mm)	6" (150 mm)	8" (200 mm)	10" (250 mm)	12" (300 mm)
Safe Maximum Operating Capacity	500 GPM ($114\ m^3/h$)	1,000 GPM ($227\ m^3/h$)	1,600 GPM ($363\ m^3/h$)	2,800 GPM ($636\ m^3/h$)	5,500 GPM ($1,250\ m^3/h$)	5,500 GPM ($1,250\ m^3/h$)
Normal Operating Range (98.5% - 101.5% Accuracy)*	1 – 500 GPM (0.23 – 114 m3/h)	1.5 – 1,000 GPM ($0.34 – 227\ m^3/h$)	3 – 1,600 GPM ($0.68 – 363\ m^3/h$)	5 – 2,800 GPM ($1.5 – 636\ m^3/h$)	14 – 5,500 GPM ($3.2 – 1,250\ m^3/h$)	14 – 5,500 GPM ($3.2 – 1,250\ m^3/h$)
Extended Low Flow (95% - 105% Accuracy)	0.5 GPM ($0.11\ m^3/h$)	0.75 GPM ($0.17\ m^3/h$)	2 GPM ($0.45\ m^3/h$)	4 GPM (0.9 m3/h)	8 GPM (1.8 m3/h)	8 GPM (1.8 m3/h)
Length	12" (305 mm)	14" (356 mm)	18" (457 mm)	20" (508 mm)	17-3/4" (451 mm)	19-3/4" (502 mm)
Width	7-1/2" (190 mm)	9" (229 mm)	11" (280 mm)	13-1/2" (343 mm)	16" (406 mm)	19-3/4" (502 mm)
Height	8-1/2" (216 mm)	9-7/8" (250 mm)	10-7/8" (276 mm)	12-7/8" (327 mm)	16-1/2" (419 mm)	19-3/4" (502 mm)
Height from Center Pipe	3-1/2" (90 mm)	4-1/2" (115 mm)	5-1/8" (130 mm)	6-3/8" (162 mm)	8" (203 mm)	9-7/8" (251 mm)
Weight	23 lbs (10.5 kg)	35 lbs (16 kg)	51 lbs (23 kg)	78 lbs (35 kg)	150 lbs (68 kg)	210 lbs (96 kg)

* In the water temperature of 45° to 85° F (7° to 30° C), meter consumption is accurately measured at:
- +/- 1.5% in the Normal Operating Range
- +/- 5% in the Extended Low Flow



NOTE — For Performance charts please see **Engineering Document - Octave | Version 10.17**.

v1202.20F

The Octave vs. Compounds & Turbines

Product Comparison Sheet

The origin of the modern day turbine meter dates back to the late 18th century and has evolved into a reliable way of measuring high volumes of water. Since 1914 compound meters have served a place in the market by capturing unaccounted for water in many applications when compared to traditional turbine meters.

While changes in both designs have improved meter accuracy there is still room for improvement due to poor low flow registration (in turbines), costly repairs, head loss, decreased accuracy in the changeover flow rates (in compounds), and short term sustained accuracy. With the introduction of the Octave ultrasonic water meter, the industry now has a meter capable of accurately measuring both high volume water usage while still capturing low flows and providing leakage alerts with none of the limitations of a compound or turbine.

Benefits:

1. **No moving parts:** Compound meters require water to be measured through 2 separate measuring elements; one for high flows and a secondary meter for low flows. In addition the compound meter requires an automatic valve mechanism for diverting flow through the appropriate measuring device. **Traditional compound meters can have upwards of 50-75 moving parts**. Turbine meters have one measuring element for capturing intermediate and high flows. **Most turbine meters can have upwards of 25 moving parts.**

   The Octave meter has absolutely no moving parts and thus eliminates the need of any maintenance or repair or the requirement of installing a strainer. However if the utility would like to prevent larger suspended particles from entering the customer's line a strainer may be installed without adversely affecting the meter.

2. **Sustained meter accuracy:** As with all mechanical devices, compound and turbine meters are subject to damage or wear which has a negative effect on meter accuracy and the utility's revenue. Using the latest in ultrasonic transit time technology **the Octave meter is capable of maintaining new meter accuracy for the life of the meter** without the need for calibration or routine maintenance.

3. **Low flow accuracy & starting flow:** With flow sensitivity starting as low as 1/16 gpm, the Octave is the only solid state meter capable of matching the minimum test flow rates of the AWWA standard for compound meters (2" – 4") and far exceeds the low flow rates of the AWWA standard for typical turbines (all sizes).

Size	Octave Low Flow	*C701 Low Flow	** C702 Low Flow
2"	¼ gpm @ 95%	4 gpm @ 98.5%	¼ gpm @ 95%
3"	½ gpm @95%	8 gpm @ 98.5%	½ gpm @ 95 %
4"	¾ gpm @95%	15 gpm @ 98.5%	¾ gpm @ 95%
6"	2 gpm @ 95%	30 gpm @ 98.5%	1 ½ gpm @ 95%
8"	4 gpm @ 95%	50 gpm @ 98.5%	2 gpm @ 95%

**C701 is the AWWA Standard for Cold Water Meters, Turbine Type*
***C702 is the AWWA Standard for Cold Water Meters, Compound Type*

4. **No changeover:** An inherent weakness with compound meters is the point when flow begins to changeover from one chamber to the other. Depending on the make and model, **meter accuracy can drop as low as 90% on older compound models and approximately 94% - 97% on newer compound models. The Octave eliminates changeover** and provides optimal meter accuracy at all flow that should result in more revenue for the utility.

5. **High flow:** Occasionally a compound is not the right meter for the job when a customer's flow demand exceeds the meter's safe maximum flow. To prevent unwanted wear to the compound the utility would typically install a turbine meter and hope the customer was not also operating below the meter's low flow capacity during non-peak demand.

   The Octave meter allows you to accurately measure both low and high flows without sacrificing meter accuracy.

Size	Octave Safe Maximum Flow	*C701 Safe Maximum Flow	*C701 % of Improvement	**C702 Safe Maximum Flow	**C702 % of Improvement
2"	250 gpm	190 gpm	24%	160 gpm	36%
3"	500 gpm	435 gpm	13%	350 gpm	30%
4"	1,000 gpm	750 gpm	25%	600 gpm	40%
6"	1,600 gpm	1,600 gpm	20%	1,350 gpm	32.5%
8"	2,800 gpm	2,800 gpm	20%	1,600 gpm	54.3%

**C701 is the AWWA Standard for Cold Water Meters, Turbine Type*
***C702 is the AWWA Standard for Cold Water Meters, Compound Type*

6. **Head loss:** With no internal parts to cause friction the Octave by design decreases head loss which in turn **lowers pumping costs for the utility and decreases the number of complaints of poor pressure by the customer.** Compared to a typical compound meter, the head loss of the Octave can decrease head loss by up to 93% at comparable flow rates and up to 90% in turbines.

Size	At C701 Safe Max Flow Turbines	vs. Octave	Improvement vs. Turbines	At C702 Safe Max Flow Compounds	vs. Octave	Improvement vs. Compounds
2"	5.08 PSI	0.80 PSI	84%	7.05 PSI	0.74 PSI	90%
3"	5.44 PSI	2.00 PSI	63%	6.88 PSI	1.15 PSI	83%
4"	7.30 PSI	3.00 PSI	59%	8.90 PSI	1.89 PSI	79%
6"	6.14 PSI	0.69 PSI	89%	8.32 PSI	0.55 PSI	93%
8"	3.48 PSI	1.87 PSI	46%	7.70 PSI	0.66 PSI	91%

#Head loss improvements are determined by taking an average head loss for each meter type at the Safe Maximum Flow per the applicable standard then comparing it to the Octave at the same rate of flow. Results vary based on the specific model when compared to the Octave.

7. **Meter Oversizing / Undersizing / Improper Application:** Lost revenue and/or meter damage can occur if the meter is not sized properly or if the meter installed is not best suited for the customer's usage profile. **The Octave operates well in almost every application, eliminating the question of which meter to use or what size to use.**

8. **Technology:** The Octave comes with built in standard display alerts such as **leak detection, flow direction, empty pipe, and battery level icon**, and offers the scalability to include **data logging, impact alerts such as tampering, backflow, theft and zero consumption** when connected to Master Meter's XTR endpoint. The technology advantages of the Octave far exceed the capabilities of today's compound and turbine meters.

9. **Weight:** Less parts needed to build a meter equates to manufacturing a meter that weighs considerably less than compounds and turbines resulting in **reducing the number of field staff and equipment needed to install or replace meters and environmental benefits such as reducing your carbon footprint.**

Size	Octave Weight	##Turbine Avg. Weight	Improvement vs. Turbine	##Compound Avg. Weight	Improvement vs. Compound
2"	26 lbs	25 lbs	+4%	39 lbs	33%
3"	36 lbs	40 lbs	10%	68 lbs	47%
4"	48.5 lbs	54 lbs	10%	86 lbs	44%
6"	99 lbs	108 lbs	8%	155 lbs	36%
8"	136 lbs	186 lbs	27%	379 lbs	64%

Comparisons of weight are between various compound and turbine models. The level of improvement was based on average weight per size and type. Results vary based on the specific model when compared to the Octave.

10. **Price:** For all of these added features you would expect to pay much more for a superior product but that is not the case. **Priced between a turbine and a compound the Octave exceeds all the advantages of a traditional compound or turbine**.

Octave Installation Guide

Category: C & I Metering

Type: Installation Manual

Issue: Operation

Version 01.19

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1.1 Introduction

Thank you for choosing Master Meter's Octave Ultrasonic Meter. This unique design delivers precise flow measurement without any moving parts for long life, sustained accuracy and exceptional performance. The following information within this guide will help you gain a better understanding of the many features and capabilities your new Octave Ultrasonic meter has to offer.

1.2 Package Contents and Documentation

- One complete Octave Ultrasonic Flow Meter (meter body with integral electronics), size as indicated on the packaging box.
- Octave User Installation Guide
- Certificate of calibration data (adhered to the inside of the meter lid)
- (Optional) If specified at the time of order; one output module

1.3 General Safety

Prior to installation of your new Octave Ultrasonic Meter please consider the following;

- Do not install, operate or maintain this flow meter without reading, understanding and following the factory-supplied instructions. Otherwise, injury or damage may result.
- Read instructions carefully before beginning installation and save them for future reference.
- Observe all warnings and instructions marked on the product.
- Consider handling and lifting instructions to avoid damage.
- If the product does not operate normally, refer to the service instructions or to a qualified Master Meter representative.
- There are no operator-serviceable parts inside this product.

1.4 Unpacking Instructions and Inspection

This product has been thoroughly inspected and tested prior to shipment and is ready for operation. After carefully unpacking the meter, inspect all contents for shipping damage before attempting to install. If here is any indication of physical damage found, immediately contact the responsible transportation service and your local Master Meter representative. **Note**: *The LCD display remains active for the life of the meter. If the display is not on, this may be an indication of damage during shipment.*

2.1 Measurement Method

The Octave's measurement method is based on an ultrasonic, transit time, dual beam sensor array which determines the length of time it takes an ultrasonic sound wave to travel the distance between the two sensors located in the meter's body. The two sensors function as both the transmitter and the receiver, each one alternating these functions so that the ultrasonic wave travels both with and against the direction of the flow. Ultrasonic waves travel slower against the flow than with the flow, thus the time difference of two waves traveling with and against the flow leads to determining the velocity and volume of the water.

Note: These sensors are ultra-sensitive; they are not designed to be modified by the user. Any modifications void warranty on this product.

- The Octave ultrasonic flow meter is a battery-powered, precision flow meter designed for linear, bidirectional flow measurement of water.
- Flow measurement data is communicated through the output module.
- The Octave can be set up for a wide range of applications.

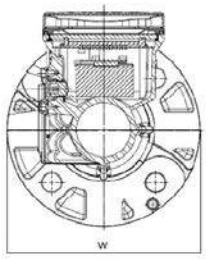
2.2 Mechanical Data

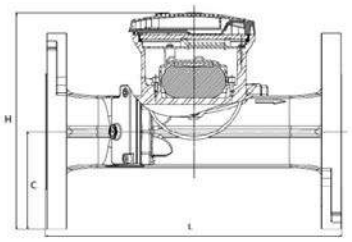
Maximum Working Pressure	175 PSI
Liquid Temperature	32.1° F - 122° F (0.1° C to 50° C)
Referenced Standards	Meets ANSI / AWWA Standard C715-18 & C750-10; ISO 4064 rev. 2005
Configuration	Compact - Display built into unit
Power Source	2 x D size Lithium Thionyl Chloride batteries - 10 year warranted life time
Environmental Protection	NEMA 6P (IP68), Ambient operation temperature -13° F to 131° F (- 25° C to 55° C)
Data Units	Multi-line 12 digit Liquid Crystal Display (LCD) - *Programmable USG, Imperial Gallons, Cubic Feet, Cubic Meters, Barrels, Acre Feet or Acre Inch for Volume and GPM, Lt/s,Lt/m or M^3/h for rate of flow.*
Volume Display Options	1. Net Volume (Forward measurement minus reverse) 2. Forward Only 3. Alternating Flow (Forward and Reverse flow displayed separately)
Flanges	ANSI / AWWA C702 • 2" Oval Type – Cast Iron Floating Flange • 3" – 8" Round Type – Cast Iron Floating Flange • 8 – 12" Round Type – Cast Iron Fixed Flange
Meter Body Construction	2" – 8" Grade 316 Stainless Steel 10" – 12" Ductile Iron Epoxy Coated
Output (optional)	1. Dual Digital Pulses (Open Drain or Dry Contact) 2. 4-20 mA (Powered loop) 3. Encoder Output (up to 8 digit encoded readings)
Certifications/Listings	• UL Certified – Safety US EX29710 on 2" – 8" Stainless Steel Floating Flange • FM Approved on 2" – 12" Stainless Steel and Ductile Iron • ANSI / NSF 372 (AB1953 or NSF61G)

2.3 Dimensions

Octave										
Model	**Floating Flanges**								**Solid Flange**	
Nominal Size	2" x 10" (50 mm)	2"x13" (50 mm)	2"x15.25" (50 mm)	2"x17" (50 mm)	3" (80 mm)	4" (100 mm)	6" (150 mm)	8" (200 mm)	10" (250 mm)	12" (300 mm)
L - Length	10" (250 mm)	13" (330 mm)	15.25" (390 mm)	17" (432 mm)	12" (305 mm)	14" (356 mm)	18" (457 mm)	20" (508 mm)	17 3/4" (451 mm)	19 3/4" (502 mm)
W - Width	5 3/4" (146 mm)	5 3/4" (146 mm)	5 3/4" (146 mm)	5 3/4" (146 mm)	7 1/2" (190 mm)	9" (229 mm)	11" (280 mm)	13 1/2" (343 mm)	16" (406 mm)	19 3/4" (502 mm)
H - Height	6 3/4" (172 mm)	6 3/4" (172 mm)	6 3/4" (172 mm)	6 3/4" (172 mm)	8 1/2" (216 mm)	9 7/8" (250 mm)	10 7/8" (276 mm)	12 7/8" (327 mm)	16 1/2" (419 mm)	19 3/4" (502 mm)
C - Center Pipe Height	2 1/8" (54 mm)	2 1/8" (54 mm)	2 1/8" (54 mm)	2 1/8" (54 mm)	3 1/2" (90 mm)	4 1/2" (115 mm)	5 1/8" (130 mm)	6 3/8" (162 mm)	8" (203 mm)	9 7/8" (251 mm)
Weight - Ductile Iron	-	-	-	-	-	-	-	-	150 lbs. (68 kg)	210 lbs. (96 kg)
Weight - Stainless Steel	15 lbs (7 kg)	20 lbs (9 kg)	22 lbs (10 kg)	24 lbs (11 kg)	23 lbs (10.5 kg)	35 lbs. (16 kg)	51 lbs. (23 kg)	78 lbs. (35 kg)	-	-

2" Octave is offered in 10" length with an optional add-on of a 3", a 5.25" or a 7" spool. Gaskets, nuts, bots, & washers are included in weights of 13", 15.25" and 17".



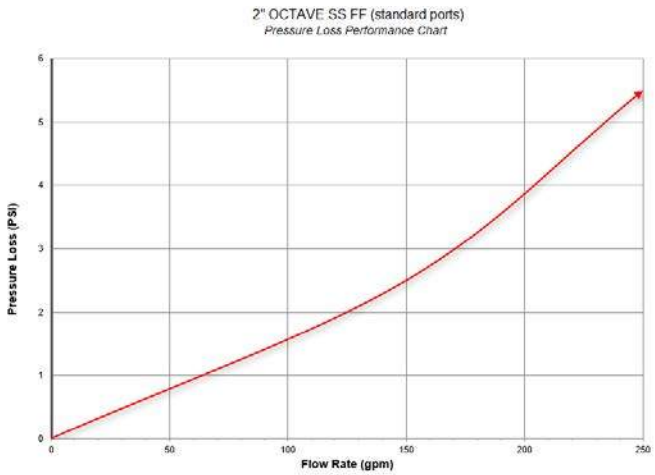


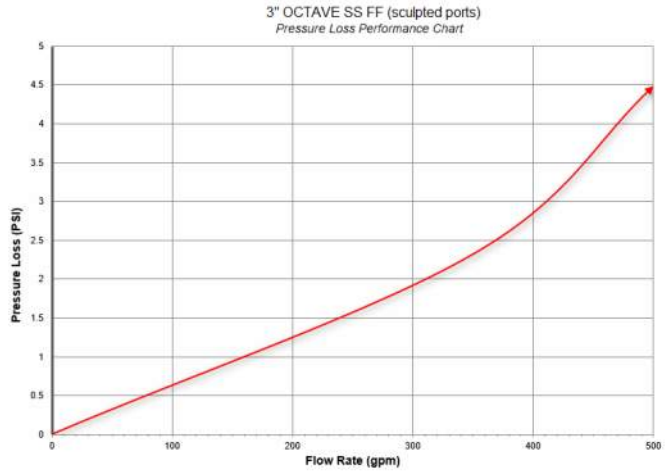
2.4 Performance Data

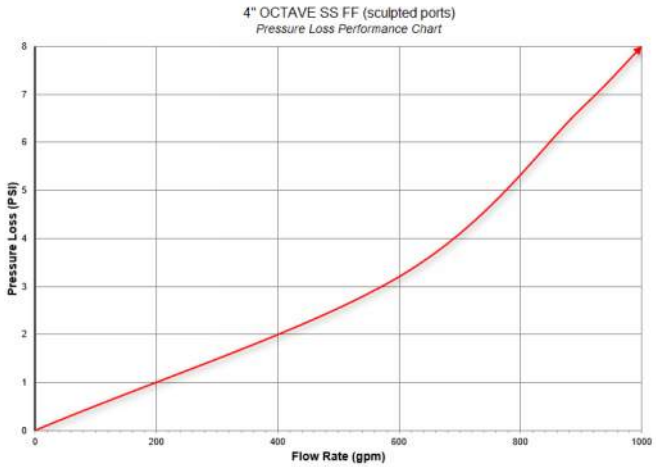
Octave Nominal Size inch (mm)	Extended Low Flow 95% - 105% Accuracy GPM (Lt/s)	Normal Flow Range 98.5% - 101.5% Accuracy GPM (Lt/s)	‡ Continuous Safe Max Flow GPM (Lt/s)	Linearity Range +/- 0.5% Maximum Deviation GPM (Lt/s)
2" (50mm)	1/4 (.016)	1/2 - 250 (.032 - 15.77)	250 (15.77)	4 - 200 (.25 - 12.62)
3" (80 mm)	1/2 (.032)	1 - 500 (.06 - 31.54)	500 (31.54)	5 - 350 (.32 - 22.08)
4" (100 mm)	3/4 (.047)	1-1/2 - 1,000 (.09 - 63.09)	1000 (63.09)	15 - 700 (.94 - 44.16)
6" (150 mm)	2 (.13)	3 - 1,600 (.19 - 100.94)	1,600 (100.94)	20 - 1,150 (1.26 - 72.55)
8" (200 mm)	4 (.25)	5 - 2,800 (.32 - 176.65)	2,800 (176.65)	50 - 2,000 (3.15 - 126.18)
10" (250 mm)	8 (.50)	14 - 5,500 (.88 - 346.99)	5,500 (346.99)	400 - 4,000 (25.24 - 252.36)
12" (300 mm)	8 (.50)	14 - 5,500 (.88 - 346.99)	5,500 (346.99)	400 - 4,000 (25.24 - 252.36)

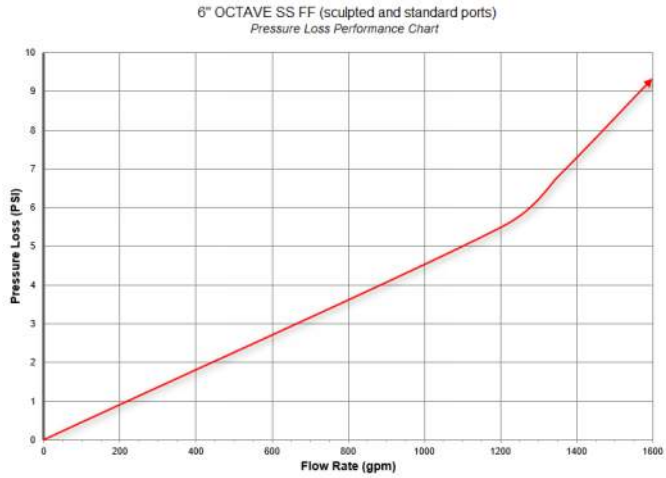
‡ Continuous Safe Max Flow ranges listed for the Octave are for accurate flow measurement only and do not limit the Octave from meeting the Short-term Deluge Flow for fire services.

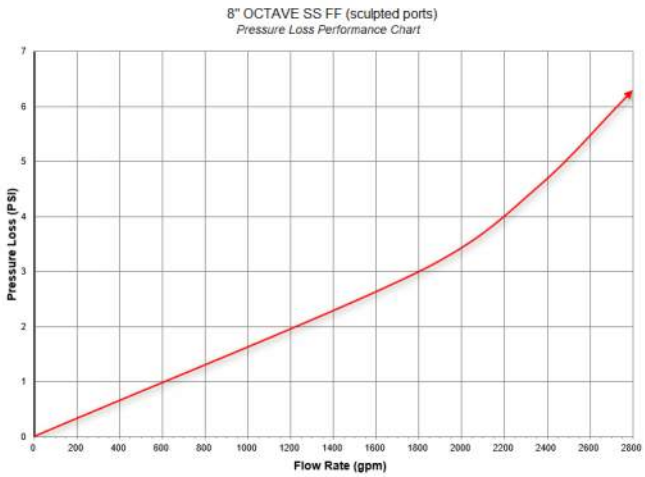
2.5 Pressure Loss Charts

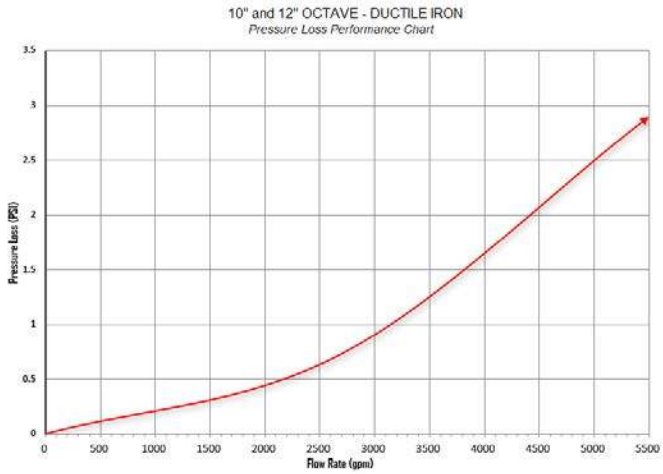












3.1 Pre-Installation

Prior to installation check the following:

- Flow rate and volume units are correctly programmed.
- The flow meter is correctly installed per the installation location and position recommendations.
- Output modules are correctly attached.

3.2 Handling of Octave

IMPORTANT:

- **DO NOT** use chains or wire cable to lift the Octave. To protect the epoxy coating, *only use a nylon lifting strap* with appropriate weight capacity.
- **DO NOT** lift the Octave by the electronic housing unit.
- **DO NOT** carry the Octave by its lid.
- **DO NOT** use bolt holes for grip when carrying the Octave.
- **DO NOT** position the flow meter on its electronic housing unit.
- When bolting the meter to pipe flanges, **use washers on both nuts and bolts** to protect the epoxy coating of the Octave.
- When handling the flow meter **avoid hard blows**, jolts or impact.

3.3 Installation Notes

The measuring tube should be completely full at all times for proper flow measurements. When sensors are not wet this will show a loss of signal. Though this will not cause damage to the meter, it will however not measure flow.

FLOW DIRECTION: The Octave is a bi-directional flow meter. **Note** the indicating arrow for forward and backward flows.

Master Meter recommends keeping the lid closed in case of direct sunlight exposure. However, no direct damage will occur while the lid is open temporarily.

Do not expose the meter to excessive vibration. To prevent this from occurring, support the connection pipe spools on both ends of the flow meter.

To avoid measuring errors due to air or an empty pipe, please observe the following precautions:

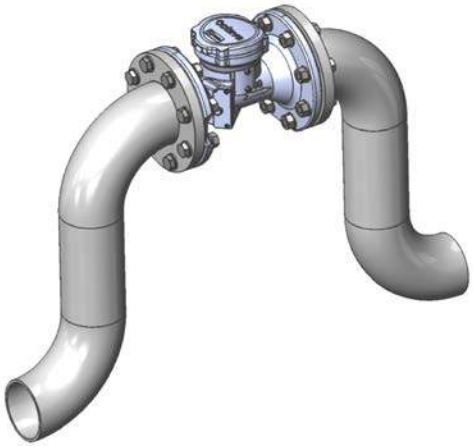
- Installation of the flow meter should be at the lowest point of the system, if possible, since air will be collected at the highest point of a system.
- If possible, maintain positive back pressure in meter outlet piping.
- In order to avoid cavitation, always install control valves downstream of the flow meter and never install the flow meter on a pump suction side.

3.4 Installation Location & Position

Proper Installation

Improper Installation

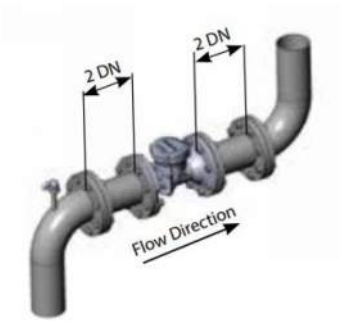
Conditional Installation



Recommended: If this is not the highest point in the system or a hydraulic jump has been installed to keep the flow meter full. **T**he system has back pressured.

Not recommended: If this is the highest point in a system or if pipeline and/or flow meter is subject to being emptied between uses avoid this installation.

3.5 Additional installation requirements



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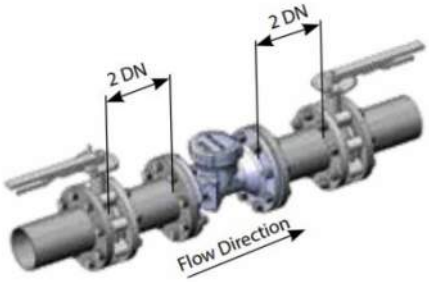

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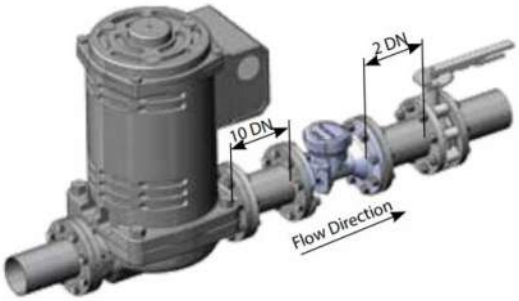

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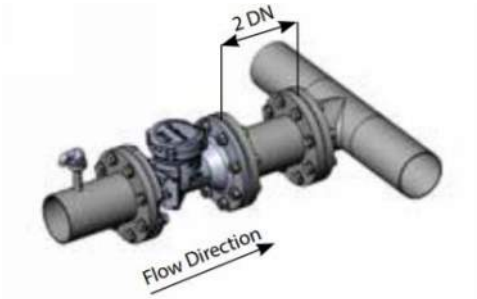

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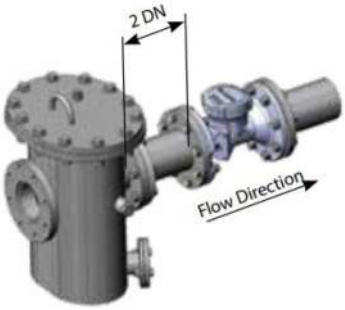

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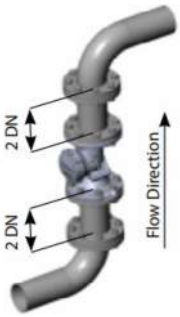
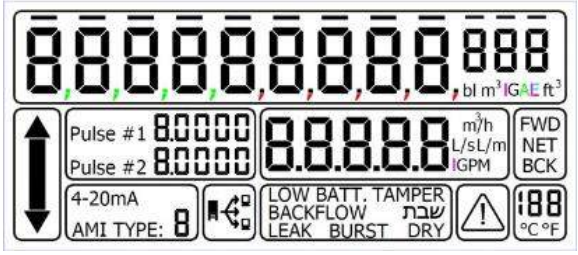


[redacted]

4.1 Digital Display

The Octave meter comes with a factory programmable digital display built to your specifications. At the time of order you can select:

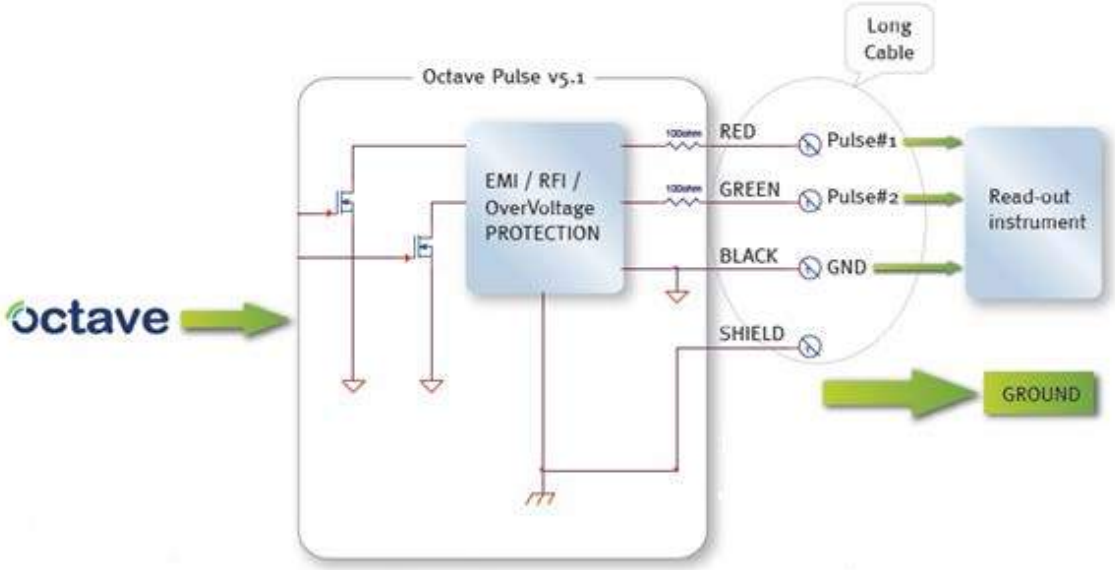
- **Volume units** in US gallons, Imperial gallons, Cubic Feet, Cubic Meters, Barrels, Acre Feet or Acre Feet
  - US Gallons will display a constant GAL on the LCD
  - Imperial Gallons will display a constant IGAL on the LCD
- **Rate of flow measurement** in US Gallons per Minute, Imperial Gallons per Minute, Liters per Second, Liters per Minute or Cubic Meters per Hour
- **A programmable decimal** with flow measurement as low as 1/1000th of a measurement unit.
- **Single output mode** in either encoder (UI1203), digital pulse (open drain or dry contact), 4-20 mA, or no output mode
- **Dual output mode** (optional) in encoder + open drain digital pulse
- **Volume Display Option** in either Net Flow, Forward Only, or Alternating.
  - **Net Volume** – The meter measures both forward and reverse flow. If backward flow is detected, the totalizer will begin to decrease.
  - **Forward Flow Only** – The meter measures forward flow only. Reverse flow is disregarded.
  - **Alternating Flow** – The totalizer will display only forward flow, then toggle to display only reverse flow. The timing of the how long each measurement is displayed is programmable with this software version.



[redacted]

4.2 Pulse Output (Open Drain)

Pulse Type: Open Drain that allows current loading of 200 mA, and up to 30 VDC.



[redacted]

	Wire Color	Function
Long cable	Red	Pulse Out #1
	Green	Pulse Out #2
	Black	Common
	Bare Wire	Shield

[redacted]

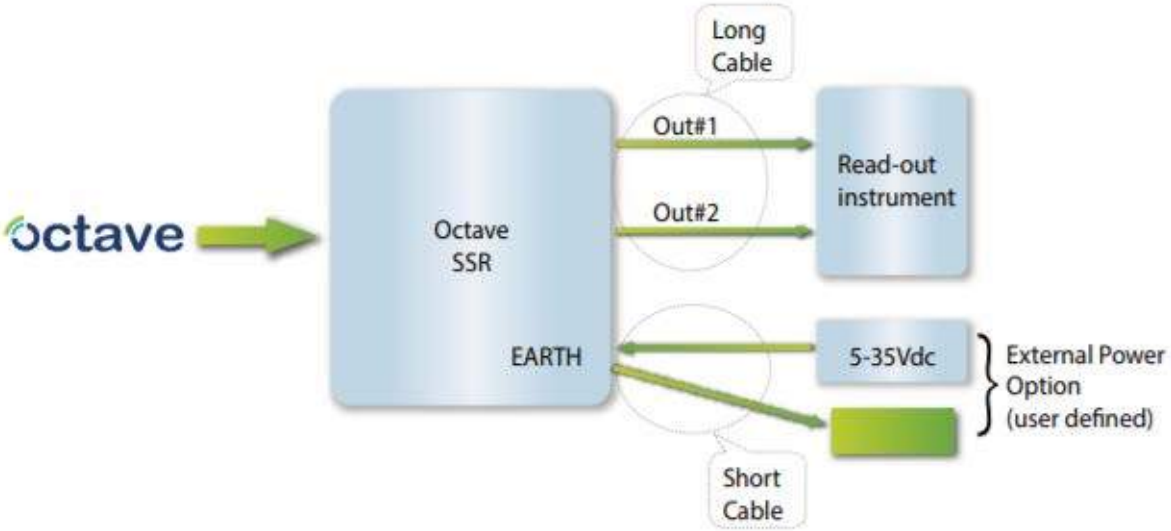
[redacted]

Output Type	Open drain
Cable Length - Supplied	9 feet
Maximum Cable Length*	1,640 feet
Maximum Supply Voltage	30 VDC

[redacted]

4.3 Pulse Output (SSR Dry Contact)

Pulse Type: Dry Contact that allows current loading of 120 mA, and up to 35 volts.



[redacted]

	Wire Color	Function
Long cable	Red	Output #1
	Orange	Output #1
	Black	Output #2
	Brown	Output #2
Short cable	Red	24V +
	Black	24V -
	Yellow	GROUND

[redacted]

Output Type	SSR Dry Contact
Cable Length - Supplied	9 feet
Maximum Cable Length*	1,640 feet
Output Voltage max.	± 400 (V)
Output Current max.	120 mA (.12 A)
Supply Voltage	3-35 VDC

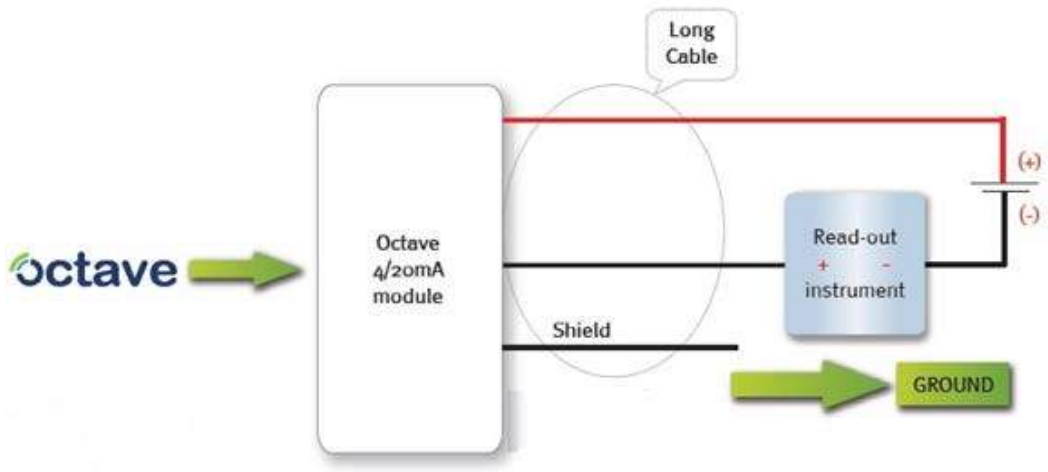
Warning: Signal Polarity is mandatory on Short Cable wires but is not mandatory on Long Cable wires.

[redacted]

4.4 4-20 mA Output (Analog Communication)

4-20mA

The current output is a passive 4-20 mA. Power must be provided by the customer. 4 mA is always “0” (zero) flow and the 20 mA is factory programmable according to the customer’s requirements. (If the customer has not specified the 20 mA at the time of order, the Octave will be programmed with the 20 mA at the max flow of the meter.)



	Wire Color	Function
Long cable	Red	Current loop +
	Black	Current loop -
	Bare Wire	Shield

Warning: Signal connection polarity is mandatory

Output Type	4-20 mA passive current output
Cable Length - Supplied	9 feet
Maximum Cable Length*	1,640 feet
Loop Supply Voltage	12 - 24 VDC
Output Impedance	25 (mΩ) typ.

* The maximum cable length depends on: cable type, controller, and electrical noise level.

4.5 Encoder Output

AMI TYPE: 8

- UI1203 encoder open communication, with a maximum reading up to 8 digits, depending on the programming of the attached output module
- Encoder digits are represented by lines above each digit transmitted to an AMR or AMI on the volume totalizer.
- Serial communication collector
- Data output line is a solid state switch requiring external pull-up
- AMI Type for Encoder is : 0

[redacted]

Wire	Function
Red	Power
Green	Data
Black	Ground

[redacted]

Output Type	Encoder
Cable Length - Supplied	9 feet
Maximum Supply Voltage	15 Vdc
Maximum Power Load	.04 Vdc

4.6 No Output (Manual Read)

The Octave meter can be programmed to not send a communication signal at the customer's request; however Master Meter recommends selecting a communication mode for future migration to AMR or AMI.

4.7 Output Module Installation (Optional)

All Octave water meters are shipped with either a cover plate or communication module installed on the side of each meter. Even if the meter is not going to be read by radio or some other electronic unit, it is important to leave one of these devices installed on the Octave to prevent damage to the communication port. **Installing an Octave without a cover plate or communication module would void any warranty.**

If you received an Output Module separate from your Octave meter, please follow the steps below to ensure proper installation of the module. Read through these instructions before attempting to remove the cover plate. Your module came as a complete installation kit with the supplies shown in Pic. 1.

Octave Output Module Installation Parts

Step 1: Remove the Sealing Cap from the cover plate (Pic. 2).

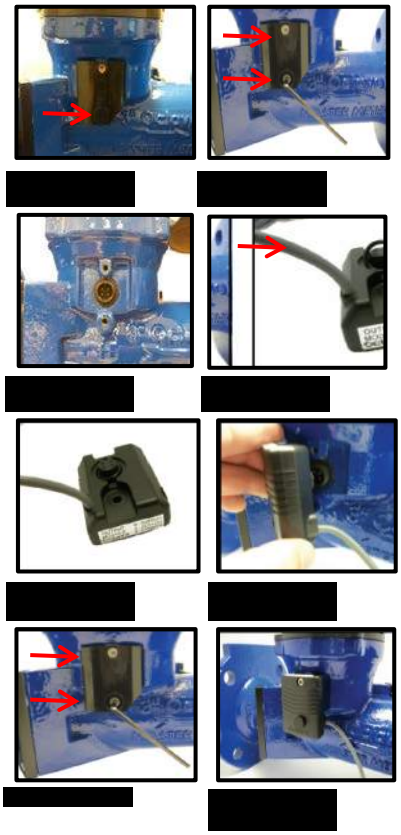
Step 2: Using the 3mm Allen Key provided, remove the cover plate (Pic. 3). Keep the cover plate and 3mm x 15mm screws for future use. The communication port is now exposed. (Pic. 4)

Step 3: Place washer around the 4-prong plug of the output module. (Pic. 5 & 6)

Step 4: Insert Output Module into the communication port (Pic. 7), with the cable pointing down. This will allow the slot inside the communication port to align with the groove on the module. Do not force the module into the communication port. This may cause damage to the pins. Secure into place using the 3mm x 20mm screws provided. Tighten until the screws stop. (Pic. 8)

Step 5: Push the Sealing Cap into the lower screw hole (Pic. 9). Lock the Sealing Cap in place by firmly pushing in into place or gently tapping it in with a small hammer.

Note: If at any time the module needs to be removed, take caution not to allow dirt or water into the communication port. If the module is going to be removed for an extended period of time, reinstall the cover plate and the 3mm x 15mm screws.



4.8 Wire Connectivity Chart

The following chart is designed to assist in wiring the Octave module to various AMR/AMI Radios. The Octave transmits up to 8 digit output encoder output. Pulse output resolution is available in resolutions of x0.1, x1, x10, x1,000, or x10,000.

By default Octave encoder modules are provided with Nicor connectors, however you may also select Itron Connectors, magnetic inductor coils for wall or pit mount, for bare wire. Nicor connectors are factory potted. All other connectors are spliced with water resistant heat shrink wrap.

Manufacturer	Model	Communication Type	Octave Red Wire	Octave Green Wire	Octave Black Wire
Aclara	Star 3000 Series	Encoder	Red	White	Black
	Star 3000 Series	Pulse	Red	N/A	Black or White
Badger	Orion	Encoder	Red	Green	Black
Datamatic	Firefly	Encoder	Red	White	Black
	Mosaic	Encoder	Red	Green	Black
Elster	MTU	Encoder	White	Red	Black
	MTU	Pulse	Red	White	Green
Hersey	Hot Rod	Encoder	Red	Green or White	Black
Itron	60w	Encoder	Green	Red	Unshielded
	60wp	Pulse	Red	N/A	White
	100w	Encoder	Grey	Brown	Yellow
Kemp Meeks	Visu-Link VL-9S	Pulse	Polarity does not matter - Connect Red and Black Wires to either terminal, disregard green wire		
	Visu-Link VL-9	Encoder	Red	Green	Black
Master Meter	Allegro PT	Encoder	Red	Green	Black
	Universal XTR	Encoder	Red	Green	Black
	Fast Pulse XTR	Pulse	Red	N/A	Black
Metron Farnier (T2)	T2 M2w	Encoder	Red	Green	Black
Neptune	R900	Encoder	Black	Red	Green
Sensus	MXU Pit Unit	Encoder	Red	Green	Black
	MXU Wall Unit	Encoder	Red	Green	Black
	Touch Pad	Encoder	Red	Green	Black

**Note – when connecting to Master Meter's Allegro PT or 3G XTR, the Octave will typically output an 8 digit reading, unless otherwise specified. When connecting to another manufacturer's radio or read device, it is recommended to confirm with that provider what the actual reading resolution of the connecting device is.*

APPENDIX 32 - WILLDAN REVENUE CREDIT CALCULATIONS & SUMMARY

November 25 2024

Mr. James Walters
Finance Director
City of Schertz
1400 Schertz Parkway Bldg. 2
Schertz TX 78154

Dear Mr. Walters:

Per your request, we have completed a calculation of the credit from utility revenues that would be generated by new service units during the ten-year period of the City's proposed water and wastewater impact fees. This credit to the growth-related cost component of the impact fee calculation is required under Local Government Code Chapter 395 to ensure that new service units are not double-charged for impact fee related capital improvements. Our scope of services is limited to this credit calculation; the City's total water and wastewater impact fees are calculated by its consulting engineers.

Summary Calculation

Our credit calculation is summarized in the model presented as **Appendix A** to this letter. As shown in the appendix, we calculate the following impact-fee direct revenue credits:

WATER Revenue Credit	--	**$3,365,530**
WASTEWATER Revenue Credit	--	**$4,611,802**

Key Assumptions

As stated above, our contribution to the City's impact fee calculations is limited to the water and wastewater revenue credit only; we bear no responsibility for the overall impact fee calculations. However, we coordinated our assumptions and calculations with City staff and the City's consulting engineers. Specifically, we relied on the following critical assumptions in developing our revenue credits:

1) We assumed a ten-year period for the calculation, FY 2025 – FY 2034, consistent with guidelines set by Chapter 395.

2) We utilized Capital Improvement Plan cost estimates and percentages of each project allocable to growth developed by City staff and its consulting engineers.

3) Growth estimates were based on the latest forecasts as presented by the City's consulting engineers.

4) Terms and interest rates for new debt forecast to be issued for growth-related improvements were based on estimates used in the City's 2023 water and wastewater rate study.

5) We are interpreting Chapter 395 so that the debt allocable to growth-related projects includes both principal and interest.

6) Current debt allocable to growth-related projects was based on estimates provided by City staff.

7) The totals represent Net Present Values of the ten year cash flows utilizing a discount rate of 6.0%.

In summary, we believe that the use of the revenue credits estimated in this summary letter and detailed in Appendix A are reasonable and in accordance with Chapter 395 guidelines.

Thank you for this opportunity to serve you and the City of Schertz. Please let me know if you have any comments or questions.

Respectfully submitted,
WILLDAN FINANCIAL SERVICES

Dan V. Jackson
Vice President

APPENDIX A

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Revenue Credit Summary Calculation
Scenario: 2023 11 21 -- Scenario 1

		1	2	3	4	5	6	7	8	9	10
		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
WATER REVENUE CREDIT CALCULATION											
WATER LUEs											
Total LUEs		30,182	31,054	31,951	32,875	33,825	34,802	35,808	36,843	37,908	39,003
New LUEs											
Annual		848	872	897	923	950	978	1,006	1,035	1,065	1,096
Cumulative		848	1,720	2,617	3,541	4,491	5,468	6,474	7,509	8,574	9,669
WATER Debt Service											
Current											
Principal		$ 1,057,500	$ 880,000	$ 450,000	$ 470,000	$ 492,500	$ 515,000	$ 537,500	$ 560,000	$ 562,500	$ 495,000
Interest		382,755	338,481	306,869	286,019	265,281	243,956	221,931	200,019	178,519	157,806
Reserve		-	-	-	-	-	-	-	-	-	-
Total		1,440,255	1,218,481	756,869	756,019	757,781	758,956	759,431	760,019	741,019	652,806
Future											
Principal		-	185,227	190,784	884,493	911,028	2,049,721	2,111,213	2,174,549	2,239,786	2,306,979
Interest		-	149,314	143,757	692,627	666,092	1,534,643	1,473,151	1,409,814	1,344,578	1,277,384
Reserve		-	-	-	-	-	-	-	-	-	-
Total		-	334,541	334,541	1,577,120	1,577,120	3,584,364	3,584,364	3,584,364	3,584,364	3,584,364
Total											
Principal		1,057,500	1,065,227	640,784	1,354,493	1,403,528	2,564,721	2,648,713	2,734,549	2,802,286	2,801,979
Interest		382,755	487,795	450,625	978,645	931,373	1,778,599	1,695,082	1,609,833	1,523,097	1,435,190
Reserve		-	-	-	-	-	-	-	-	-	-
Total		1,440,255	1,553,022	1,091,409	2,333,139	2,334,901	4,343,320	4,343,795	4,344,382	4,325,382	4,237,170
Utility Revenue Credit Calculation											
Total Debt Service		$ 1,440,255	$ 1,553,022	$ 1,091,409	$ 2,333,139	$ 2,334,901	$ 4,343,320	$ 4,343,795	$ 4,344,382	$ 4,325,382	$ 4,237,170
Total LUEs		30,182	31,054	31,951	32,875	33,825	34,802	35,808	36,843	37,908	39,003
Debt Service Per LUE											
Annual		$ 47.72	$ 50.01	$ 34.16	$ 70.97	$ 69.03	$ 124.80	$ 121.31	$ 117.92	$ 114.10	$ 108.64
Monthly		$ 3.98	$ 4.17	$ 2.85	$ 5.91	$ 5.75	$ 10.40	$ 10.11	$ 9.83	$ 9.51	$ 9.05
New LUEs -- Cumulative		848	1,720	2,617	3,541	4,491	5,468	6,474	7,509	8,574	9,669
Water Revenue Credit											
Current Dollars	**$ 4,108,768**	$ 40,454	$ 86,018	$ 89,408	$ 251,296	$ 310,005	$ 682,462	$ 785,375	$ 885,445	$ 978,303	$ 1,050,448
Net Present Value 6.0%	**$ 3,365,530**										

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Revenue Credit Summary Calculation
Scenario: 2023 11 21 -- Scenario 1

WASTEWATER REVENUE CREDIT CALCULATION

	1	2	3	4	5	6	7	8	9	10
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
WASTEWATER LUEs										
Total LUEs	32,744	33,631	34,543	35,479	36,440	37,428	38,442	39,484	40,554	41,653
New LUEs										
Annual	864	887	911	936	961	988	1,014	1,042	1,070	1,099
Cumulative	864	1,751	2,663	3,599	4,560	5,548	6,562	7,604	8,674	9,773
WASTEWATER Debt Service										
Current										
Principal	$ 642,500	$ 680,000	$ 710,000	$ 745,000	$ 782,500	$ 815,000	$ 847,500	$ 880,000	$ 892,500	$ 835,000
Interest	508,655	477,156	444,043	409,818	374,955	340,380	307,705	276,343	244,887	213,493
Reserve	-	-	-	-	-	-	-	-	-	-
Total	1,151,155	1,157,156	1,154,043	1,154,818	1,157,455	1,155,380	1,155,205	1,156,343	1,137,387	1,048,493
Future										
Principal	-	846,752	872,155	1,771,533	1,824,679	2,726,171	2,807,956	2,892,195	2,978,961	3,068,330
Interest	-	682,576	657,174	1,334,916	1,281,770	1,909,606	1,827,821	1,743,582	1,656,817	1,567,448
Reserve	-	-	-	-	-	-	-	-	-	-
Total	-	1,529,329	1,529,329	3,106,449	3,106,449	4,635,777	4,635,777	4,635,777	4,635,777	4,635,777
Total										
Principal	642,500	1,526,752	1,582,155	2,516,533	2,607,179	3,541,171	3,655,456	3,772,195	3,871,461	3,903,330
Interest	508,655	1,159,732	1,101,216	1,744,734	1,656,725	2,249,986	2,135,526	2,019,925	1,901,703	1,780,941
Reserve	-	-	-	-	-	-	-	-	-	-
Total	1,151,155	2,686,485	2,683,371	4,261,266	4,263,904	5,791,157	5,790,982	5,792,120	5,773,164	5,684,270
Utility Revenue Credit Calculation										
Total Debt Service	$ 1,151,155	$ 2,686,485	$ 2,683,371	$ 4,261,266	$ 4,263,904	$ 5,791,157	$ 5,790,982	$ 5,792,120	$ 5,773,164	$ 5,684,270
Total LUEs	32,744	33,631	34,543	35,479	36,440	37,428	38,442	39,484	40,554	41,653
Debt Service Per LUE										
Annual	$ 35.16	$ 79.88	$ 77.68	$ 120.11	$ 117.01	$ 154.73	$ 150.64	$ 146.70	$ 142.36	$ 136.47
Monthly	$ 2.93	$ 6.66	$ 6.47	$ 10.01	$ 9.75	$ 12.89	$ 12.55	$ 12.22	$ 11.86	$ 11.37
New LUEs -- Cumulative	864	1,751	2,663	3,599	4,560	5,548	6,562	7,604	8,674	9,773
Wastewater Revenue Credit										
Current Dollars	**$ 5,540,163**	$ 30,373	$ 139,895	$ 206,847	$ 432,245	$ 533,604	$ 858,409	$ 988,529	$ 1,115,461	$ 1,234,800	$ 1,333,688
Net Present Value 6.0%	**$ 4,611,802**									

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Current	1	2	3	4	5	6	7	8	9	10
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
LUE and Account Totals											
Scenario: ***2023 11 21 -- Scenario 1***											
WATER LUES											
Forecast Annual Growth Rate		2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%	2.9%
Total LUEs	29,334	30,182	31,054	31,951	32,875	33,825	34,802	35,808	36,843	37,908	39,003
Annual New LUEs											
New LUEs		848	872	897	923	950	978	1,006	1,035	1,065	1,096
Cumulative		848	1,720	2,617	3,541	4,491	5,468	6,474	7,509	8,574	9,669
Monthly Bills	352,008	362,181	372,648	383,418	394,498	405,899	417,630	429,699	442,118	454,895	468,041
WASTEWATER LUES											
Forecast Annual Growth Rate		2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%	2.7%
Total LUEs	31,880	32,744	33,631	34,543	35,479	36,440	37,428	38,442	39,484	40,554	41,653
Annual New LUEs											
New LUEs		864	887	911	936	961	988	1,014	1,042	1,070	1,099
Cumulative		864	1,751	2,663	3,599	4,560	5,548	6,562	7,604	8,674	9,773
Monthly Bills	382,561	392,929	403,577	414,514	425,747	437,285	449,136	461,307	473,809	486,649	499,837

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Input Area -- Current Debt Service											
Scenario:	***2023 11 21 -- Scenario 1***										
1 Series: 2013 GO Refunding Bonds											
1A Total Bond	$ 2,160,000										
Principal	$ 215,000	$ 215,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		2,774	-	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 217,774	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1B Percent Water/WW											
Water		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Wastewater		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
1C Water Debt Service											
Principal		$ 215,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		2,774	-	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 217,774	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1D Water Percent Growth and Replacement											
Growth		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Replacement		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
1E Water Growth-Related Debt Service											
Principal		$ 215,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		2,774	-	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		217,774	-	-	-	-	-	-	-	-	-
1F Wastewater Debt Service											
Principal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		-	-	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1G Wastewater Percent Growth and Replacement											
Growth		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Replacement		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
1H Wastewater Growth-Related Debt Service											
Principal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		-	-	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Input Area -- Current Debt Service
Scenario: 2023 11 21 -- Scenario 1

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
2 Series: 2018 CO's											
2A Total Bond	$ 10,440,000										
Principal	$ 2,910,000	$ 235,000	$ 250,000	$ 260,000	$ 275,000	$ 290,000	$ 300,000	$ 310,000	$ 320,000	$ 330,000	$ 340,000
Interest		162,049	149,925	137,174	123,799	109,674	96,424	85,774	76,324	66,368	55,687
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 397,049	$ 399,925	$ 397,174	$ 398,799	$ 399,674	$ 396,424	$ 395,774	$ 396,324	$ 396,368	$ 395,687
2B Percent Water/WW											
Water		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Wastewater		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2C Water Debt Service											
Principal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		-	-	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2D Water Allocation Percentages											
Growth		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Replacement		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2E Water Growth-Related Debt Service											
Principal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		-	-	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-
2F Wastewater Debt Service											
Principal		$ 235,000	$ 250,000	$ 260,000	$ 275,000	$ 290,000	$ 300,000	$ 310,000	$ 320,000	$ 330,000	$ 340,000
Interest		162,049	149,925	137,174	123,799	109,674	96,424	85,774	76,324	66,368	55,687
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 397,049	$ 399,925	$ 397,174	$ 398,799	$ 399,674	$ 396,424	$ 395,774	$ 396,324	$ 396,368	$ 395,687
2G Wastewater Allocation Percentages											
Growth		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Replacement		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2H Wastewater Growth-Related Debt Service											
Principal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		-	-	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Input Area -- Current Debt Service											
Scenario:	***2023 11 21 -- Scenario 1***										
3 Series: 2018 GO and Refunding Bonds											
3A Total Bond	$ 8,570,000										
Principal	$ 885,000	$ 435,000	$ 450,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		33,375	11,250	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 468,375	$ 461,250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3B Percent Water/WW											
Water		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Wastewater		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3C Water Debt Service											
Principal		$ 435,000	$ 450,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		33,375	11,250	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 468,375	$ 461,250	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3D Water Allocation Percentages											
Growth		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Replacement		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3E Water Growth-Related Debt Service											
Principal		$ 435,000	$ 450,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		33,375	11,250	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		468,375	461,250	-	-	-	-	-	-	-	-
3F Wastewater Debt Service											
Principal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		-	-	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3G Wastewater Allocation Percentages											
Growth		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Replacement		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3H Wastewater Growth-Related Debt Service											
Principal		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest		-	-	-	-	-	-	-	-	-	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-

CITY OF SCHERTZ

WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Input Area -- Current Debt Service

Scenario: ***2023 11 21 -- Scenario 1***

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
4 Series: 2019 CO's											
4A Total Bond	$ 7,495,000										
Principal	$ 1,730,000	$ 145,000	$ 155,000	$ 160,000	$ 165,000	$ 170,000	$ 175,000	$ 180,000	$ 185,000	$ 195,000	$ 200,000
Interest		87,100	81,100	74,800	68,300	62,875	58,125	52,800	47,325	41,625	35,700
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 232,100	$ 236,100	$ 234,800	$ 233,300	$ 232,875	$ 233,125	$ 232,800	$ 232,325	$ 236,625	$ 235,700
4B Percent Water/WW											
Water		50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Wastewater		50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
4C Water Debt Service											
Principal		$ 72,500	$ 77,500	$ 80,000	$ 82,500	$ 85,000	$ 87,500	$ 90,000	$ 92,500	$ 97,500	$ 100,000
Interest		43,550	40,550	37,400	34,150	31,438	29,063	26,400	23,663	20,813	17,850
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 116,050	$ 118,050	$ 117,400	$ 116,650	$ 116,438	$ 116,563	$ 116,400	$ 116,163	$ 118,313	$ 117,850
4D Water Allocation Percentages											
Growth		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Replacement		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
4E Water Growth-Related Debt Service											
Principal		$ 72,500	$ 77,500	$ 80,000	$ 82,500	$ 85,000	$ 87,500	$ 90,000	$ 92,500	$ 97,500	$ 100,000
Interest		43,550	40,550	37,400	34,150	31,438	29,063	26,400	23,663	20,813	17,850
Reserve		-	-	-	-	-	-	-	-	-	-
Total		116,050	118,050	117,400	116,650	116,438	116,563	116,400	116,163	118,313	117,850
4F Wastewater Debt Service											
Principal		$ 72,500	$ 77,500	$ 80,000	$ 82,500	$ 85,000	$ 87,500	$ 90,000	$ 92,500	$ 97,500	$ 100,000
Interest		43,550	40,550	37,400	34,150	31,438	29,063	26,400	23,663	20,813	17,850
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 116,050	$ 118,050	$ 117,400	$ 116,650	$ 116,438	$ 116,563	$ 116,400	$ 116,163	$ 118,313	$ 117,850
4G Wastewater Allocation Percentages											
Growth		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Replacement		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
4H Wastewater Growth-Related Debt Service											
Principal		$ 72,500	$ 77,500	$ 80,000	$ 82,500	$ 85,000	$ 87,500	$ 90,000	$ 92,500	$ 97,500	$ 100,000
Interest		43,550	40,550	37,400	34,150	31,438	29,063	26,400	23,663	20,813	17,850
Reserve		-	-	-	-	-	-	-	-	-	-
Total		116,050	118,050	117,400	116,650	116,438	116,563	116,400	116,163	118,313	117,850

CITY OF SCHERTZ

WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Input Area -- Current Debt Service

Scenario: ***2023 11 21 -- Scenario 1***

5 Series: 2021 GO Refunding Bonds

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
5A Total Bond	$ 6,015,000										
Principal	$ 1,650,000	$ 160,000	$ 165,000	$ 175,000	$ 180,000	$ 190,000	$ 195,000	$ 205,000	$ 210,000	$ 170,000	$ -
Interest		45,450	38,950	32,150	25,950	20,400	14,625	9,650	5,500	1,700	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 205,450	$ 203,950	$ 207,150	$ 205,950	$ 210,400	$ 209,625	$ 214,650	$ 215,500	$ 171,700	$ -
5B Percent Water/WW											
Water		50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Wastewater		50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5C Water Debt Service											
Principal		$ 80,000	$ 82,500	$ 87,500	$ 90,000	$ 95,000	$ 97,500	$ 102,500	$ 105,000	$ 85,000	$ -
Interest		22,725	19,475	16,075	12,975	10,200	7,313	4,825	2,750	850	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 102,725	$ 101,975	$ 103,575	$ 102,975	$ 105,200	$ 104,813	$ 107,325	$ 107,750	$ 85,850	$ -
5D Water Allocation Percentages											
Growth		33.0%	33.0%	33.0%	33.0%	33.0%	33.0%	33.0%	33.0%	33.0%	33.0%
Replacement		67.0%	67.0%	67.0%	67.0%	67.0%	67.0%	67.0%	67.0%	67.0%	67.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5E Water Growth-Related Debt Service											
Principal		$ 26,400	$ 27,225	$ 28,875	$ 29,700	$ 31,350	$ 32,175	$ 33,825	$ 34,650	$ 28,050	$ -
Interest		7,499	6,427	5,305	4,282	3,366	2,413	1,592	908	281	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		33,899	33,652	34,180	33,982	34,716	34,588	35,417	35,558	28,331	-
5F Wastewater Debt Service											
Principal		$ 80,000	$ 82,500	$ 87,500	$ 90,000	$ 95,000	$ 97,500	$ 102,500	$ 105,000	$ 85,000	$ -
Interest		22,725	19,475	16,075	12,975	10,200	7,313	4,825	2,750	850	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 102,725	$ 101,975	$ 103,575	$ 102,975	$ 105,200	$ 104,813	$ 107,325	$ 107,750	$ 85,850	$ -
5G Wastewater Allocation Percentages											
Growth		33.0%	33.0%	33.0%	33.0%	33.0%	33.0%	33.0%	33.0%	33.0%	33.0%
Replacement		67.0%	67.0%	67.0%	67.0%	67.0%	67.0%	67.0%	67.0%	67.0%	67.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5H Wastewater Growth-Related Debt Service											
Principal		$ 26,400	$ 27,225	$ 28,875	$ 29,700	$ 31,350	$ 32,175	$ 33,825	$ 34,650	$ 28,050	$ -
Interest		7,499	6,427	5,305	4,282	3,366	2,413	1,592	908	281	-
Reserve		-	-	-	-	-	-	-	-	-	-
Total		33,899	33,652	34,180	33,982	34,716	34,588	35,417	35,558	28,331	-

CITY OF SCHERTZ

WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Input Area -- Current Debt Service

Scenario: ***2023 11 21 -- Scenario 1***

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
6 Series: 2022 CO's											
6A Total Bond	$ 9,390,000										
Principal	$ 2,095,000	$ 165,000	$ 175,000	$ 185,000	$ 195,000	$ 205,000	$ 215,000	$ 225,000	$ 235,000	$ 245,000	$ 250,000
Interest		141,837	133,337	124,337	114,837	104,837	94,337	83,337	73,012	64,637	57,212
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 306,837	$ 308,337	$ 309,337	$ 309,837	$ 309,837	$ 309,337	$ 308,337	$ 308,012	$ 309,637	$ 307,212
6B Percent Water/WW											
Water		50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Wastewater		50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
6C Water Debt Service											
Principal		$ 82,500	$ 87,500	$ 92,500	$ 97,500	$ 102,500	$ 107,500	$ 112,500	$ 117,500	$ 122,500	$ 125,000
Interest		70,919	66,669	62,169	57,419	52,419	47,169	41,669	36,506	32,319	28,606
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 153,419	$ 154,169	$ 154,669	$ 154,919	$ 154,919	$ 154,669	$ 154,169	$ 154,006	$ 154,819	$ 153,606
6D Water Allocation Percentages											
Growth		42.6%	42.6%	42.6%	42.6%	42.6%	42.6%	42.6%	42.6%	42.6%	42.6%
Replacement		57.4%	57.4%	57.4%	57.4%	57.4%	57.4%	57.4%	57.4%	57.4%	57.4%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
6E Water Growth-Related Debt Service											
Principal		$ 35,144	$ 37,274	$ 39,404	$ 41,534	$ 43,663	$ 45,793	$ 47,923	$ 50,053	$ 52,183	$ 53,248
Interest		30,210	28,400	26,483	24,459	22,329	20,093	17,750	15,551	13,767	12,186
Reserve		-	-	-	-	-	-	-	-	-	-
Total		65,354	65,673	65,886	65,993	65,993	65,886	65,673	65,604	65,950	65,434
6F Wastewater Debt Service											
Principal		$ 82,500	$ 87,500	$ 92,500	$ 97,500	$ 102,500	$ 107,500	$ 112,500	$ 117,500	$ 122,500	$ 125,000
Interest		70,919	66,669	62,169	57,419	52,419	47,169	41,669	36,506	32,319	28,606
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 153,419	$ 154,169	$ 154,669	$ 154,919	$ 154,919	$ 154,669	$ 154,169	$ 154,006	$ 154,819	$ 153,606
6G Wastewater Allocation Percentages											
Growth		42.6%	42.6%	42.6%	42.6%	42.6%	42.6%	42.6%	42.6%	42.6%	42.6%
Replacement		57.4%	57.4%	57.4%	57.4%	57.4%	57.4%	57.4%	57.4%	57.4%	57.4%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
6H Wastewater Growth-Related Debt Service											
Principal		$ 35,144	$ 37,274	$ 39,404	$ 41,534	$ 43,663	$ 45,793	$ 47,923	$ 50,053	$ 52,183	$ 53,248
Interest		30,210	28,400	26,483	24,459	22,329	20,093	17,750	15,551	13,767	12,186
Reserve		-	-	-	-	-	-	-	-	-	-
Total		65,354	65,673	65,886	65,993	65,993	65,886	65,673	65,604	65,950	65,434

CITY OF SCHERTZ

WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Input Area -- Current Debt Service

Scenario: 2023 11 21 -- Scenario 1

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
7 Series: 2022A CO's											
7A Total Bond	$ 18,530,000										
Principal	$ 4,365,000	$ 345,000	$ 365,000	$ 380,000	$ 400,000	$ 420,000	$ 445,000	$ 465,000	$ 490,000	$ 515,000	$ 540,000
Interest		418,825	401,075	382,450	362,950	342,450	320,825	298,075	274,200	249,075	222,700
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 763,825	$ 766,075	$ 762,450	$ 762,950	$ 762,450	$ 765,825	$ 763,075	$ 764,200	$ 764,075	$ 762,700
7B Percent Water/WW											
Water		50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Wastewater		50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
7C Water Debt Service											
Principal		$ 172,500	$ 182,500	$ 190,000	$ 200,000	$ 210,000	$ 222,500	$ 232,500	$ 245,000	$ 257,500	$ 270,000
Interest		209,413	200,538	191,225	181,475	171,225	160,413	149,038	137,100	124,538	111,350
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 381,913	$ 383,038	$ 381,225	$ 381,475	$ 381,225	$ 382,913	$ 381,538	$ 382,100	$ 382,038	$ 381,350
7D Water Allocation Percentages											
Growth		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Replacement		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
6E Water Growth-Related Debt Service											
Principal		$ 172,500	$ 182,500	$ 190,000	$ 200,000	$ 210,000	$ 222,500	$ 232,500	$ 245,000	$ 257,500	$ 270,000
Interest		209,413	200,538	191,225	181,475	171,225	160,413	149,038	137,100	124,538	111,350
Reserve		-	-	-	-	-	-	-	-	-	-
Total		381,913	383,038	381,225	381,475	381,225	382,913	381,538	382,100	382,038	381,350
7E Wastewater Debt Service											
Principal		$ 172,500	$ 182,500	$ 190,000	$ 200,000	$ 210,000	$ 222,500	$ 232,500	$ 245,000	$ 257,500	$ 270,000
Interest		209,413	200,538	191,225	181,475	171,225	160,413	149,038	137,100	124,538	111,350
Reserve		-	-	-	-	-	-	-	-	-	-
Total		$ 381,913	$ 383,038	$ 381,225	$ 381,475	$ 381,225	$ 382,913	$ 381,538	$ 382,100	$ 382,038	$ 381,350
7F Wastewater Allocation Percentages											
Growth		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Replacement		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
6H Wastewater Growth-Related Debt Service											
Principal		$ 172,500	$ 182,500	$ 190,000	$ 200,000	$ 210,000	$ 222,500	$ 232,500	$ 245,000	$ 257,500	$ 270,000
Interest		209,413	200,538	191,225	181,475	171,225	160,413	149,038	137,100	124,538	111,350
Reserve		-	-	-	-	-	-	-	-	-	-
Total		381,913	383,038	381,225	381,475	381,225	382,913	381,538	382,100	382,038	381,350

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Input Area -- Current Debt Service										
Scenario: ***2023 11 21 -- Scenario 1***										
11 Series: Total Current Debt Service										
11A Total Current Debt Service										
Principal	$ 1,700,000	$ 1,560,000	$ 1,160,000	$ 1,215,000	$ 1,275,000	$ 1,330,000	$ 1,385,000	$ 1,440,000	$ 1,455,000	$ 1,330,000
Interest	891,410	815,637	750,911	695,836	640,236	584,336	529,636	476,361	423,405	371,299
Reserve	-	-	-	-	-	-	-	-	-	-
Total	$ 2,591,410	$ 2,375,637	$ 1,910,911	$ 1,910,836	$ 1,915,236	$ 1,914,336	$ 1,914,636	$ 1,916,361	$ 1,878,405	$ 1,701,299
Water Total Debt Service										
Principal	$ 1,057,500	$ 880,000	$ 450,000	$ 470,000	$ 492,500	$ 515,000	$ 537,500	$ 560,000	$ 562,500	$ 495,000
Interest	382,755	338,481	306,869	286,019	265,281	243,956	221,931	200,019	178,519	157,806
Reserve	-	-	-	-	-	-	-	-	-	-
Total	$ 1,440,255	$ 1,218,481	$ 756,869	$ 756,019	$ 757,781	$ 758,956	$ 759,431	$ 760,019	$ 741,019	$ 652,806
Water Growth-Related Debt Service										
Principal	$ 956,544	$ 774,499	$ 338,279	$ 353,734	$ 370,013	$ 387,968	$ 404,248	$ 422,203	$ 435,233	$ 423,248
Interest	326,821	287,164	260,413	244,366	228,358	211,981	194,780	177,221	159,398	141,386
Reserve	-	-	-	-	-	-	-	-	-	-
Total	$ 1,283,365	$ 1,061,663	$ 598,691	$ 598,100	$ 598,371	$ 599,950	$ 599,028	$ 599,424	$ 594,631	$ 564,634
Wastewater Total Debt Service										
Principal	$ 642,500	$ 680,000	$ 710,000	$ 745,000	$ 782,500	$ 815,000	$ 847,500	$ 880,000	$ 892,500	$ 835,000
Interest	508,655	477,156	444,043	409,818	374,955	340,380	307,705	276,343	244,887	213,493
Reserve	-	-	-	-	-	-	-	-	-	-
Total	$ 1,151,155	$ 1,157,156	$ 1,154,043	$ 1,154,818	$ 1,157,455	$ 1,155,380	$ 1,155,205	$ 1,156,343	$ 1,137,387	$ 1,048,493
Wastewater Growth-Related Debt Service										
Principal	$ 306,544	$ 324,499	$ 338,279	$ 353,734	$ 370,013	$ 387,968	$ 404,248	$ 422,203	$ 435,233	$ 423,248
Interest	290,672	275,914	260,413	244,366	228,358	211,981	194,780	177,221	159,398	141,386
Reserve	-	-	-	-	-	-	-	-	-	-
Total	$ 597,216	$ 600,413	$ 598,691	$ 598,100	$ 598,371	$ 599,950	$ 599,028	$ 599,424	$ 594,631	$ 564,634

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Input Area -- UNFUNDED Capital Improvement Plan
Scenario: 2023 11 21 -- Scenario 1

WATER CIP

		Percent Growth	Percent Replacement	Total CIP/ Project	Total Growth	Total Replacement	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
NT-W1	Bubbling Springs 6" WL Replacement	27.0%	73.0%	$ 763,000	$ 206,010	$ 556,990	$ 254,333	$ 254,333	$ 254,333	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NT-W2	Corbett Pump Station and 3.0 MGD GST	0.0%	100.0%	8,600,000	-	8,600,000	2,866,667	2,866,667	2,866,667	-	-	-	-	-	-	-
NT-W3	Ware - Seguin and Pump Station Operation Ir	0.0%	100.0%	175,000	-	175,000	58,333	58,333	58,333	-	-	-	-	-	-	-
NT-W4	12" WL from Ware Seguin to Lower Seguin	0.0%	100.0%	1,538,000	-	1,538,000	512,667	512,667	512,667	-	-	-	-	-	-	-
NT-W5	Fred Couples to Schwab	0.0%	100.0%	455,556	-	455,556	151,852	151,852	151,852	-	-	-	-	-	-	-
NT-W6	Schwab to Eckhardt	0.0%	100.0%	1,600,000	-	1,600,000	533,333	533,333	533,333	-	-	-	-	-	-	-
NT-W7	Graytown to Pfeil	69.0%	31.0%	1,550,000	1,069,500	480,500	516,667	516,667	516,667	-	-	-	-	-	-	-
NT-W8	FM 78 Water Line Replacement	22.0%	78.0%	875,000	192,500	682,500	291,667	291,667	291,667	-	-	-	-	-	-	-
NT-W9	Moonlight Meadow Dr & Lost Meadow WL Re	0.0%	100.0%	3,000,000	-	3,000,000	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-	-
NT-W10	Robinhood Way WL Replacement	0.0%	100.0%	4,650,000	-	4,650,000	1,550,000	1,550,000	1,550,000	-	-	-	-	-	-	-
2030-W1	12" WL from Tri-County Extension	100.0%	0.0%	4,788,000	4,788,000	-	-	-	-	1,596,000	1,596,000	1,596,000	-	-	-	-
2030-W2	Raf Burnette Rd 12" WL Imp	89.0%	11.0%	1,438,000	1,279,820	158,180	-	-	-	479,333	479,333	479,333	-	-	-	-
2030-W3	8" WL from Ray Corbett DL to Lower Seguin	97.0%	3.0%	3,688,000	3,577,360	110,640	-	-	-	1,229,333	1,229,333	1,229,333	-	-	-	-
2030-W4	Trainer Hale Rd 2" WL Replace & Imp	93.0%	7.0%	9,850,000	9,160,500	689,500	-	-	-	3,283,333	3,283,333	3,283,333	-	-	-	-
2030-W5	Boenig Dr 6" WL Replace & Imp	69.0%	31.0%	6,388,000	4,407,720	1,980,280	-	-	-	2,129,333	2,129,333	2,129,333	-	-	-	-
2030-W6	Live Oak to IH-35 24" Trans Main	100.0%	0.0%	32,075,000	32,075,000	-	-	-	-	10,691,667	10,691,667	10,691,667	-	-	-	-
2030-W7	Ware Seguin Pump Station Expansion I	33.0%	67.0%	5,213,000	1,720,290	3,492,710	-	-	-	1,737,667	1,737,667	1,737,667	-	-	-	-
2030-W8	IH-10 8" WL Imp	100.0%	0.0%	6,063,000	6,063,000	-	-	-	-	2,021,000	2,021,000	2,021,000	-	-	-	-
2030-W9	PRV Installation for SW Pressure Plane	0.0%	100.0%	413,000	-	413,000	-	-	-	137,667	137,667	137,667	-	-	-	-
2030-W10	River Rd WL Replace	58.0%	42.0%	2,325,000	1,348,500	976,500	-	-	-	775,000	775,000	775,000	-	-	-	-
2030-W11	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
2030-W12	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
2030-W13	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
2030-W14	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
2030-W15	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
2030-W16	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	100.0%	0.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Unfunded Water CIP			**95,447,556**	**65,888,200**	**29,559,356**	**7,735,519**	**7,735,519**	**7,735,519**	**24,080,333**	**24,080,333**	**24,080,333**	**-**	**-**	**-**	**-**
					69.0%	**31.0%**										
				95,447,556	68,347,605											

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Percent Growth	Percent Replacement	Total CIP/ Project	Total Growth	Total Replacement	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Input Area -- UNFUNDED Capital Improvement Plan															
Scenario: 2023 11 21 -- Scenario 1															
Water and Sewer Fund 202 -- Financing															
Beginning Balance						$ 3,320,378	$ 5,171,777	$ 150,601	$ 21,052,750	$ 313,247	$ 21,029,856	$ 448,524	$ 3,412,973	$ 6,551,639	$ 9,872,214
Plus Interest						99,611	155,153	4,518	631,582	9,397	630,896	13,456	102,389	196,549	296,166
Impact Fee Revenue															
Estimated Impact Fee						$ 2,934	$ 2,934	$ 2,934	$ 2,934	$ 2,934	$ 2,934	$ 2,934	$ 2,934	$ 2,934	$ 2,934
Annual LUEs						848	872	897	923	950	978	1,006	1,035	1,065	1,096
Total Impact Fees						2,487,306	2,559,189	2,633,150	2,709,248	2,787,545	2,868,105	2,950,993	3,036,277	3,124,026	3,214,310
Plus Contributions from Developers						-	-	-	-	-	-	-	-	-	-
Plus ARP						-	-	-	-	-	-	-	-	-	-
Plus Contributions from Water Impact Fees						-	-	-	-	-	-	-	-	-	-
Plus Contributions from Sewer Impact Fees						-	-	-	-	-	-	-	-	-	-
Plus Conributions from Water Reserves						-	-	-	-	-	-	-	-	-	-
Plus Conributions from Sewer Reserves						-	-	-	-	-	-	-	-	-	-
Plus Amount Funded by W/WW Rate Revenue						-	-	-	-	-	-	-	-	-	-
Plus Funded from EDC						-	-	-	-	-	-	-	-	-	-
Plus Funded from TxDOT						-	-	-	-	-	-	-	-	-	-
Sub-Total						5,907,295	7,886,119	2,788,269	24,393,580	3,110,190	24,528,857	3,412,973	6,551,639	9,872,214	13,382,690
Plus Amount Funded by Long-Term Debt						7,000,000	-	26,000,000	-	42,000,000	-	-	-	-	-
Total Funds Available						12,907,295	7,886,119	28,788,269	24,393,580	45,110,190	24,528,857	3,412,973	6,551,639	9,872,214	13,382,690
Less Capital Improvement Plan			**95,447,556**	**65,888,200**	**29,559,356**	**7,735,519**	**7,735,519**	**7,735,519**	**24,080,333**	**24,080,333**	**24,080,333**	**-**	**-**	**-**	**-**
Ending Balance						5,171,777	150,601	21,052,750	313,247	21,029,856	448,524	3,412,973	6,551,639	9,872,214	13,382,690

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Input Area -- UNFUNDED Capital Improvement Plan
Scenario: 2023 11 21 -- Scenario 1

WASTEWATER CIP

		Percent Growth	Percent Replacement	Total CIP/ Project	Total Growth	Total Replacement	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
NT-S1	Town Creek Phase IV 24" Section 1	21.0%	79.0%	$ 6,875,000	$ 1,443,750	$ 5,431,250	$ 2,291,667	$ 2,291,667	$ 2,291,667	$ -	$ -	$ -	$ -	$ -	$ -	$ -
NT-S2	Town Creek Phase IV 12" Section 2	0.0%	100.0%	2,925,000	-	2,925,000	975,000	975,000	975,000	-	-	-	-	-	-	-
NT-S3	Town Creek V 24"	23.0%	77.0%	10,425,000	2,397,750	8,027,250	3,475,000	3,475,000	3,475,000	-	-	-	-	-	-	-
NT-S4	Upsize Lookout Line	20.0%	80.0%	3,838,000	767,600	3,070,400	1,279,333	1,279,333	1,279,333	-	-	-	-	-	-	-
NT-S5	Upsize Tri County Line	25.0%	75.0%	2,084,800	521,200	1,563,600	694,933	694,933	694,933	-	-	-	-	-	-	-
NT-S6	Cibolo West Main	83.0%	17.0%	16,213,000	13,456,790	2,756,210	5,404,333	5,404,333	5,404,333	-	-	-	-	-	-	-
NT-S7	Woman Hollering Creek Lift Station, Gravity Li	89.0%	11.0%	13,000,000	11,570,000	1,430,000	4,333,333	4,333,333	4,333,333	-	-	-	-	-	-	-
NT-SI-1	Decommission Tri County Lift Station	0.0%	100.0%	88,000	-	88,000	29,333	29,333	29,333	-	-	-	-	-	-	-
NT-SI-2	Decommission Corbett Lift Station	0.0%	100.0%	1,500,000	-	1,500,000	500,000	500,000	500,000	-	-	-	-	-	-	-
NT-SI-3	Decommission Sedona Lift Station	0.0%	100.0%	175,000	-	175,000	58,333	58,333	58,333	-	-	-	-	-	-	-
2030-S1	Hope Lane 8" Gravity Line	67.0%	33.0%	2,025,000	1,356,750	668,250	-	-	-	675,000	675,000	675,000	-	-	-	-
2030-S2	Old Wiederstein Rd 8"	5.0%	95.0%	1,338,000	66,900	1,271,100	-	-	-	446,000	446,000	446,000	-	-	-	-
2030-S3	Union Pacific RR 8" - Sec 1	10.0%	90.0%	2,563,000	256,300	2,306,700	-	-	-	854,333	854,333	854,333	-	-	-	-
2030-S4	Union Pacific RR 8" - Sec 2	12.0%	88.0%	400,000	48,000	352,000	-	-	-	133,333	133,333	133,333	-	-	-	-
2030-S5	Wiederstein Rd -- 8"	83.0%	17.0%	1,663,000	1,380,290	282,710	-	-	-	554,333	554,333	554,333	-	-	-	-
2030-S6	Schaefer Rd 8" Sec 1	33.0%	67.0%	4,913,000	1,621,290	3,291,710	-	-	-	1,637,667	1,637,667	1,637,667	-	-	-	-
2030-S7	Schaefer Rd 8" Sec 2	100.0%	0.0%	1,938,000	1,938,000	-	-	-	-	646,000	646,000	646,000	-	-	-	-
2030-S8	Aranda 8"	100.0%	0.0%	475,000	475,000	-	-	-	-	158,333	158,333	158,333	-	-	-	-
2030-S9	Weir Rd 10"	100.0%	0.0%	2,525,000	2,525,000	-	-	-	-	841,667	841,667	841,667	-	-	-	-
2030-S10	Trainer Hale Rd 10"	100.0%	0.0%	1,038,000	1,038,000	-	-	-	-	346,000	346,000	346,000	-	-	-	-
2030-S11	Ware Seguin Rd 8"	97.0%	3.0%	3,113,000	3,019,610	93,390	-	-	-	1,037,667	1,037,667	1,037,667	-	-	-	-
2030-S12	FM 1518 8"	40.0%	60.0%	400,000	160,000	240,000	-	-	-	133,333	133,333	133,333	-	-	-	-
2030-S13	I-10 8" Section 1	99.0%	1.0%	2,713,000	2,685,870	27,130	-	-	-	904,333	904,333	904,333	-	-	-	-
2030-S14	Boenig Drive 8"	29.0%	71.0%	2,963,000	859,270	2,103,730	-	-	-	987,667	987,667	987,667	-	-	-	-
2030-S15	N Greytown Rd 8"	52.0%	48.0%	1,275,000	663,000	612,000	-	-	-	425,000	425,000	425,000	-	-	-	-
2030-SI - 1	Friesenhahn West Line WW Upsize	22.0%	78.0%	8,175,000	1,798,500	6,376,500	-	-	-	2,725,000	2,725,000	2,725,000	-	-	-	-
2030-SI - 2	Fairlawn WW Upsize	9.0%	91.0%	1,375,000	123,750	1,251,250	-	-	-	458,333	458,333	458,333	-	-	-	-
2030-SI - 3	Cibolo Crossing WW Line Upsize	4.0%	96.0%	1,288,000	51,520	1,236,480	-	-	-	429,333	429,333	429,333	-	-	-	-
2030-SI - 4	Woodland Oak Drive Replacement	4.0%	96.0%	338,000	13,520	324,480	-	-	-	112,667	112,667	112,667	-	-	-	-
2030-SI - 5	Old Wiederstein WW Upsize	61.0%	39.0%	5,050,000	3,080,500	1,969,500	-	-	-	1,683,333	1,683,333	1,683,333	-	-	-	-
2030-SI - 6	Northcliffe Lift Station Upgrade	5.0%	95.0%	7,838,000	391,900	7,446,100	-	-	-	2,612,667	2,612,667	2,612,667	-	-	-	-
2030-SI - 7	Decommission Belmont Park Lift Station	0.0%	100.0%	463,000	-	463,000	-	-	-	154,333	154,333	154,333	-	-	-	-
	Future Project	0.0%	100.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	0.0%	100.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Future Project	0.0%	100.0%	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Unfunded Wastewater CIP			**110,992,800**	**53,710,060**	**57,282,740**	**19,041,267**	**19,041,267**	**19,041,267**	**17,956,333**	**17,956,333**	**17,956,333**	**-**	**-**	**-**	**-**
				110,992,800												

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Percent Growth	Percent Replacement	Total CIP/ Project	Total Growth	Total Replacement	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Input Area -- UNFUNDED Capital Improvement Plan															
Scenario: 2023 11 21 -- Scenario 1															
Water and Sewer Fund 202 -- Financing															
Beginning Balance						$ 3,320,378	$ 17,819,793	$ 793,244	$ 16,296,010	$ 389,990	$ 16,049,104	$ 221,454	$ 1,919,947	$ 3,715,243	$ 5,611,490
Plus Interest						99,611	534,594	23,797	488,880	11,700	481,473	6,644	57,598	111,457	168,345
Impact Fee Revenue															
Estimated Impact Fee						$ 1,668	$ 1,668	$ 1,668	$ 1,668	$ 1,668	$ 1,668	$ 1,668	$ 1,668	$ 1,668	$ 1,668
Annual LUEs						864	887	911	936	961	988	1,014	1,042	1,070	1,099
Total Impact Fees						1,441,071	1,480,124	1,520,235	1,561,433	1,603,748	1,647,210	1,691,849	1,737,698	1,784,790	1,833,158
Plus Contributions from Developers						-	-	-	-	-	-	-	-	-	-
Plus ARP						-	-	-	-	-	-	-	-	-	-
Plus Contributions from Water Impact Fees						-	-	-	-	-	-	-	-	-	-
Plus Contributions from Sewer Impact Fees						-	-	-	-	-	-	-	-	-	-
Plus Conributions from Water Reserves						-	-	-	-	-	-	-	-	-	-
Plus Conributions from Sewer Reserves						-	-	-	-	-	-	-	-	-	-
Plus Amount Funded by W/WW Rate Revenue						-	-	-	-	-	-	-	-	-	-
Plus Funded from EDC						-	-	-	-	-	-	-	-	-	-
Plus Funded from TxDOT						-	-	-	-	-	-	-	-	-	-
Sub-Total						4,861,060	19,834,511	2,337,276	18,346,323	2,005,438	18,177,787	1,919,947	3,715,243	5,611,490	7,612,993
Plus Amount Funded by Long-Term Debt						32,000,000	-	33,000,000	-	32,000,000	-	-	-	-	-
Total Funds Available						36,861,060	19,834,511	35,337,276	18,346,323	34,005,438	18,177,787	1,919,947	3,715,243	5,611,490	7,612,993
Less Capital Improvement Plan			**110,992,800**	**53,710,060**	**57,282,740**	**19,041,267**	**19,041,267**	**19,041,267**	**17,956,333**	**17,956,333**	**17,956,333**	**-**	**-**	**-**	**-**
Ending Balance						17,819,793	793,244	16,296,010	389,990	16,049,104	221,454	1,919,947	3,715,243	5,611,490	7,612,993

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Percent Growth	Percent Replacement	Total CIP/ Project	Total Growth	Total Replacement	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Input Area -- UNFUNDED Capital Improvement Plan															
Scenario: 2023 11 21 -- Scenario 1															
Total CIP															
Total Water Unfunded CIP			$ 95,447,556	$ 65,888,200	$ 29,559,356	$ 7,735,519	$ 7,735,519	$ 7,735,519	$ 24,080,333	$ 24,080,333	$ 24,080,333	$ -	$ -	$ -	$ -
Total Wastewater Unfunded CIP			110,992,800	53,710,060	57,282,740	19,041,267	19,041,267	19,041,267	17,956,333	17,956,333	17,956,333	-	-	-	-
Total Unfunded CIP			**206,440,356**	**119,598,260**	**86,842,096**	**26,776,785**	**26,776,785**	**26,776,785**	**42,036,667**	**42,036,667**	**42,036,667**	**-**	**-**	**-**	**-**
Water and Sewer Fund 202 -- Financing															
Beginning Balance						$ 6,640,756	$ 22,991,570	$ 943,845	$ 37,348,760	$ 703,237	$ 37,078,961	$ 669,978	$ 5,332,920	$ 10,266,883	$ 15,483,704
Plus Interest						199,223	689,747	28,315	1,120,463	21,097	1,112,369	20,099	159,988	308,006	464,511
Impact Fee Revenue															
Estimated Impact Fee						NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Annual LUEs						NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Total Impact Fees						3,928,377	4,039,313	4,153,385	4,270,681	4,391,293	4,515,315	4,642,843	4,773,975	4,908,815	5,047,468
Plus Contributions from Developers						-	-	-	-	-	-	-	-	-	-
Plus ARP						-	-	-	-	-	-	-	-	-	-
Plus Contributions from Water Impact Fees						-	-	-	-	-	-	-	-	-	-
Plus Contributions from Sewer Impact Fees						-	-	-	-	-	-	-	-	-	-
Plus Conributions form Water Reserves						-	-	-	-	-	-	-	-	-	-
Plus Conributions form Sewer Reserves						-	-	-	-	-	-	-	-	-	-
Plus Amount Funded by W/WW Rate Revenue						-	-	-	-	-	-	-	-	-	-
Plus Funded from EDC						-	-	-	-	-	-	-	-	-	-
Plus Funded from TxDOT						-	-	-	-	-	-	-	-	-	-
Sub-Total						10,768,355	27,720,630	5,125,545	42,739,904	5,115,627	42,706,644	5,332,920	10,266,883	15,483,704	20,995,683
Plus Amount Funded by Long-Term Debt						**39,000,000**	**-**	**59,000,000**	**-**	**74,000,000**	**-**	**-**	**-**	**-**	**-**
Total Funds Available						49,768,355	27,720,630	64,125,545	42,739,904	79,115,627	42,706,644	5,332,920	10,266,883	15,483,704	20,995,683
Less Capital Improvement Plan			206,440,356	119,598,260	86,842,096	26,776,785	26,776,785	26,776,785	42,036,667	42,036,667	42,036,667	-	-	-	-
Ending Balance						**22,991,570**	**943,845**	**37,348,760**	**703,237**	**37,078,961**	**669,978**	**5,332,920**	**10,266,883**	**15,483,704**	**20,995,683**

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Input Area -- Future Debt Service											
Scenario: 2023 11 21 -- Scenario 1											
Debt Financing Variables											
Issuing Cost Percentage	1.0%										
Initial Reserve Cost Percentage	2.0%										
Interest Rate	3.00%										
Term (Years)	20										
Annual Reserve Years Funded	-										
Debt Issues											
Total											
Water	$ 75,000,000	$ 7,000,000	$ -	$ 26,000,000	$ -	$ 42,000,000	$ -	$ -	$ -	$ -	$ -
Wastewater	97,000,000	32,000,000	-	33,000,000	-	32,000,000	-	-	-	-	-
Total	172,000,000	39,000,000	-	59,000,000	-	74,000,000	-	-	-	-	-
Percent Growth-Related		69.0%	69.0%	69.0%	69.0%	69.0%	69.0%	69.0%	69.0%	69.0%	69.0%
Growth-Related Debt Issues											
Water	$ 51,773,091	$ 4,832,155	$ -	$ 17,948,005	$ -	$ 28,992,931	$ -	$ -	$ -	$ -	$ -
Wastewater	66,959,864	22,089,852	-	22,780,160	-	22,089,852	-	-	-	-	-
Total	**118,732,955**	**26,922,007**	**-**	**40,728,165**	**-**	**51,082,783**	**-**	**-**	**-**	**-**	**-**

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Input Area -- Future Debt Service
Scenario: 2023 11 21 -- Scenario 1

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Series:	**2025**										
Principal	$ 26,922,007	$ -									
Issuing/Initial Reserve Costs	807,660										
Total Debt	27,729,668										
Interest Rate	3.0%										
Term	20										
P&I	1,863,869										
			1	2	3	4	5	6	7	8	9
Beginning Principal			27,729,668	26,697,688	25,634,750	24,539,923	23,412,251	22,250,750	21,054,403	19,822,166	18,552,962
Interest			831,890	800,931	769,042	736,198	702,368	667,522	631,632	594,665	556,589
Principal			$ 1,031,979	$ 1,062,939	$ 1,094,827	$ 1,127,672	$ 1,161,502	$ 1,196,347	$ 1,232,237	$ 1,269,204	$ 1,307,280
Interest			831,890	800,931	769,042	736,198	702,368	667,522	631,632	594,665	556,589
Annual Reserve			-	-	-	-	-	-	-	-	-
Total			$ 1,863,869	$ 1,863,869	$ 1,863,869	$ 1,863,869	$ 1,863,869	$ 1,863,869	$ 1,863,869	$ 1,863,869	$ 1,863,869
Percent Water/WW											
Water			17.9%	17.9%	17.9%	17.9%	17.9%	17.9%	17.9%	17.9%	17.9%
Wastewater			82.1%	82.1%	82.1%	82.1%	82.1%	82.1%	82.1%	82.1%	82.1%
Total			100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Water Debt Service											
Principal			$ 185,227	$ 190,784	$ 196,507	$ 202,403	$ 208,475	$ 214,729	$ 221,171	$ 227,806	$ 234,640
Interest			149,314	143,757	138,033	132,138	126,066	119,812	113,370	106,735	99,901
Annual Reserve			-	-	-	-	-	-	-	-	-
Total			$ 334,541	$ 334,541	$ 334,541	$ 334,541	$ 334,541	$ 334,541	$ 334,541	$ 334,541	$ 334,541
Wastewater Debt Service											
Principal			$ 846,752	$ 872,155	$ 898,319	$ 925,269	$ 953,027	$ 981,618	$ 1,011,066	$ 1,041,398	$ 1,072,640
Interest			682,576	657,174	631,009	604,060	576,302	547,711	518,262	487,930	456,688
Annual Reserve			-	-	-	-	-	-	-	-	-
Total			$ 1,529,329	$ 1,529,329	$ 1,529,329	$ 1,529,329	$ 1,529,329	$ 1,529,329	$ 1,529,329	$ 1,529,329	$ 1,529,329
Total Less Principal			682,576	657,174	631,009	604,060	576,302	547,711	518,262	487,930	456,688

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034

Input Area -- Future Debt Service
Scenario: 2023 11 21 -- Scenario 1

Series: 2026

Principal	$ -									
Issuing/Initial Reserve Costs	-									
Total Debt	-									
Interest Rate	3.0%									
Term	20									
P&I	-									
				1	2	3	4	5	6	7	8
Beginning Principal				-	-	-	-	-	-	-	-
Interest				-	-	-	-	-	-	-	-
Principal				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest				-	-	-	-	-	-	-	-
Annual Reserve				-	-	-	-	-	-	-	-
Total				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Percent Water/WW											
Water				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Wastewater				100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Total				100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Water Debt Service											
Principal				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest				-	-	-	-	-	-	-	-
Annual Reserve				-	-	-	-	-	-	-	-
Total				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Wastewater Debt Service											
Principal				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest				-	-	-	-	-	-	-	-
Annual Reserve				-	-	-	-	-	-	-	-
Total				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Less Principal			-	-	-	-	-	-	-	-	-

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

Input Area -- Future Debt Service
Scenario: 2023 11 21 -- Scenario 1

Series: 2027

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Principal	$ 40,728,165										
Issuing/Initial Reserve Costs	1,221,845										
Total Debt	41,950,010										
Interest Rate	3.0%										
Term	20										
P&I	2,819,700										
					1	2	3	4	5	6	7
Beginning Principal					41,950,010	40,388,811	38,780,775	37,124,499	35,418,534	33,661,391	31,851,533
Interest					1,258,500	1,211,664	1,163,423	1,113,735	1,062,556	1,009,842	955,546
Principal					$ 1,561,199	$ 1,608,035	$ 1,656,276	$ 1,705,965	$ 1,757,144	$ 1,809,858	$ 1,864,154
Interest					1,258,500	1,211,664	1,163,423	1,113,735	1,062,556	1,009,842	955,546
Annual Reserve					-	-	-	-	-	-	-
Total					$ 2,819,700	$ 2,819,700	$ 2,819,700	$ 2,819,700	$ 2,819,700	$ 2,819,700	$ 2,819,700
Percent Water/WW											
Water					44.1%	44.1%	44.1%	44.1%	44.1%	44.1%	44.1%
Wastewater					55.9%	55.9%	55.9%	55.9%	55.9%	55.9%	55.9%
Total					100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Water Debt Service											
Principal					$ 687,986	$ 708,626	$ 729,884	$ 751,781	$ 774,334	$ 797,564	$ 821,491
Interest					554,593	533,954	512,695	490,798	468,245	445,015	421,088
Annual Reserve					-	-	-	-	-	-	-
Total					$ 1,242,579	$ 1,242,579	$ 1,242,579	$ 1,242,579	$ 1,242,579	$ 1,242,579	$ 1,242,579
Wastewater Debt Service											
Principal					$ 873,213	$ 899,410	$ 926,392	$ 954,184	$ 982,809	$ 1,012,293	$ 1,042,662
Interest					703,907	677,711	650,728	622,937	594,311	564,827	534,458
Annual Reserve					-	-	-	-	-	-	-
Total					$ 1,577,120	$ 1,577,120	$ 1,577,120	$ 1,577,120	$ 1,577,120	$ 1,577,120	$ 1,577,120
Total Less Principal					703,907	677,711	650,728	622,937	594,311	564,827	534,458

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034

Input Area -- Future Debt Service
Scenario: 2023 11 21 -- Scenario 1

Series: 2028

Principal	$ -
Issuing/Initial Reserve Costs	-
Total Debt	-
Interest Rate	3.0%
Term	20
P&I	-

	1	2	3	4	5	6
Beginning Principal	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Principal	$ -	$ -	$ -	$ -	$ -	$ -
Interest	-	-	-	-	-	-
Annual Reserve	-	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ -	$ -
Percent Water/WW						
Water	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Wastewater	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Water Debt Service						
Principal	$ -	$ -	$ -	$ -	$ -	$ -
Interest	-	-	-	-	-	-
Annual Reserve	-	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ -	$ -
Wastewater Debt Service						
Principal	$ -	$ -	$ -	$ -	$ -	$ -
Interest	-	-	-	-	-	-
Annual Reserve	-	-	-	-	-	-
Total	$ -	$ -	$ -	$ -	$ -	$ -
Total Less Principal	-	-	-	-	-	-

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Input Area -- Future Debt Service											
Scenario: 2023 11 21 -- Scenario 1											
Series: 2029											
Principal	$ 51,082,783										
Issuing/Initial Reserve Costs	1,532,483										
Total Debt	52,615,267										
Interest Rate	3.0%										
Term	20										
P&I	3,536,572										
							1	2	3	4	5
Beginning Principal							52,615,267	50,657,152	48,640,294	46,562,931	44,423,246
Interest							1,578,458	1,519,715	1,459,209	1,396,888	1,332,697
Principal							$ 1,958,114	$ 2,016,858	$ 2,077,364	$ 2,139,684	$ 2,203,875
Interest							1,578,458	1,519,715	1,459,209	1,396,888	1,332,697
Annual Reserve							-	-	-	-	-
Total							$ 3,536,572	$ 3,536,572	$ 3,536,572	$ 3,536,572	$ 3,536,572
Percent Water/WW											
Water							56.8%	56.8%	56.8%	56.8%	56.8%
Wastewater							43.2%	43.2%	43.2%	43.2%	43.2%
Total							100.0%	100.0%	100.0%	100.0%	100.0%
Water Debt Service											
Principal							$ 1,111,362	$ 1,144,703	$ 1,179,044	$ 1,214,415	$ 1,250,848
Interest							895,882	862,541	828,200	792,828	756,396
Annual Reserve							-	-	-	-	-
Total							$ 2,007,244	$ 2,007,244	$ 2,007,244	$ 2,007,244	$ 2,007,244
Wastewater Debt Service											
Principal							$ 846,752	$ 872,155	$ 898,319	$ 925,269	$ 953,027
Interest							682,576	657,174	631,009	604,060	576,302
Annual Reserve							-	-	-	-	-
Total							$ 1,529,329	$ 1,529,329	$ 1,529,329	$ 1,529,329	$ 1,529,329
Total Less Principal							682,576	657,174	631,009	604,060	576,302

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034

Input Area -- Future Debt Service
Scenario: 2023 11 21 -- Scenario 1

Series: 2030

Principal	$ -
Issuing/Initial Reserve Costs	-
Total Debt	-
Interest Rate	3.0%
Term	20
P&I	-

	1	2	3	4
Beginning Principal	-	-	-	-
Interest	-	-	-	-
Principal	$ -	$ -	$ -	$ -
Interest	-	-	-	-
Annual Reserve	-	-	-	-
Total	$ -	$ -	$ -	$ -
Percent Water/WW				
Water	0.0%	0.0%	0.0%	0.0%
Wastewater	100.0%	100.0%	100.0%	100.0%
Total	100.0%	100.0%	100.0%	100.0%
Water Debt Service				
Principal	$ -	$ -	$ -	$ -
Interest	-	-	-	-
Annual Reserve	-	-	-	-
Total	$ -	$ -	$ -	$ -
Wastewater Debt Service				
Principal	$ -	$ -	$ -	$ -
Interest	-	-	-	-
Annual Reserve	-	-	-	-
Total	$ -	$ -	$ -	$ -
Total Less Principal	-	-	-	-

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034

Input Area -- Future Debt Service
Scenario: 2023 11 21 -- Scenario 1

Series:	**2031**

Principal	$ -
Issuing/Initial Reserve Costs	-
Total Debt	-
Interest Rate	3.0%
Term	20
P&I	-

	1	2	3
Beginning Principal	-	-	-
Interest	-	-	-
Principal	$ -	$ -	$ -
Interest	-	-	-
Annual Reserve	-	-	-
Total	$ -	$ -	$ -
Percent Water/WW			
Water	0.0%	0.0%	0.0%
Wastewater	100.0%	100.0%	100.0%
Total	100.0%	100.0%	100.0%
Water Debt Service			
Principal	$ -	$ -	$ -
Interest	-	-	-
Annual Reserve	-	-	-
Total	$ -	$ -	$ -
Wastewater Debt Service			
Principal	$ -	$ -	$ -
Interest	-	-	-
Annual Reserve	-	-	-
Total	$ -	$ -	$ -
Total Less Principal	-	-	-

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034

Input Area -- Future Debt Service
Scenario: 2023 11 21 -- Scenario 1

Series: 2032

Principal	$ -										
Issuing/Initial Reserve Costs	-										
Total Debt	-										
Interest Rate	3.0%										
Term	20										
P&I	-										
										1	2
Beginning Principal										-	-
Interest										-	-
Principal										$ -	$ -
Interest										-	-
Annual Reserve										-	-
Total										$ -	$ -
Percent Water/WW											
Water										0.0%	0.0%
Wastewater										100.0%	100.0%
Total										100.0%	100.0%
Water Debt Service											
Principal										$ -	$ -
Interest										-	-
Annual Reserve										-	-
Total										$ -	$ -
Wastewater Debt Service											
Principal										$ -	$ -
Interest										-	-
Annual Reserve										-	-
Total										$ -	$ -
Total Less Principal										-	-

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034

Input Area -- Future Debt Service
Scenario: 2023 11 21 -- Scenario 1

Series:	**2033**

Principal	$	-
Issuing/Initial Reserve Costs		-
Total Debt		-
Interest Rate		3.0%
Term		20
P&I		-

		1
Beginning Principal		-
Interest		-
Principal	$	-
Interest		-
Annual Reserve		-
Total	$	-
Percent Water/WW		
Water		0.0%
Wastewater		100.0%
Total		100.0%
Water Debt Service		
Principal	$	-
Interest		-
Annual Reserve		-
Total	$	-
Wastewater Debt Service		
Principal	$	-
Interest		-
Annual Reserve		-
Total	$	-
Total Less Principal		-

Date: 11/25/2024

CITY OF SCHERTZ
WATER/WW IMPACT FEE UTILITY REVENUE CREDIT CALCULATION

	Input Area	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034
Input Area -- Future Debt Service											
Scenario: 2023 11 21 -- Scenario 1											
Series:	**Total Future Debt Service**										
Water Future Debt Service											
Total											
Principal		$ -	$ 185,227	$ 190,784	$ 884,493	$ 911,028	$ 2,049,721	$ 2,111,213	$ 2,174,549	$ 2,239,786	$ 2,306,979
Interest		-	149,314	143,757	692,627	666,092	1,534,643	1,473,151	1,409,814	1,344,578	1,277,384
Annual Reserve		-	-	-	-	-	-	-	-	-	-
Total		-	334,541	334,541	1,577,120	1,577,120	3,584,364	3,584,364	3,584,364	3,584,364	3,584,364
Wastewater Future Debt Service											
Total											
Principal		$ -	$ 846,752	$ 872,155	$ 1,771,533	$ 1,824,679	$ 2,726,171	$ 2,807,956	$ 2,892,195	$ 2,978,961	$ 3,068,330
Interest		-	682,576	657,174	1,334,916	1,281,770	1,909,606	1,827,821	1,743,582	1,656,817	1,567,448
Annual Reserve		-	-	-	-	-	-	-	-	-	-
Total		-	1,529,329	1,529,329	3,106,449	3,106,449	4,635,777	4,635,777	4,635,777	4,635,777	4,635,777

APPENDIX 33 - IMPACT FEE COMPARISON SOURCES

CITY OF BOERNE - 2023

EXHIBIT C

SCHEDULE OF MAXIMUM IMPACT FEES

UTILITY	CALCULATED FEE	RATE CREDIT	MAXIMUM FEE
WATER	$3,294	$786	$2,509
WASTEWATER	$5,637	$517	$5,120

EXHIBIT C1
IMPACT FEES BY METER SIZE
ASSESSED BEGINNING May 23, 2023

METER SIZE	LUE'S PER METER	WATER FEE	WASTEWATER FEE	TOTAL FEE
5/8"	1.0	$2,509.00	$5,120.00	$7,629.00
3/4"	1.5	$3,763.50	$7,680.00	$11,443.50
1"	2.5	$6,272.50	$12,800.00	$19,072.50
1 1/2"	5.0	$12,545.00	$25,600.00	$38,145.00
2" Non-turbine	8.0	$20,072.00	$40,960.00	$61,032.00
2" Compound	8.0	$20,072.00	$40,960.00	$61,032.00
2" Turbine	10.0	$25,090.00	$51,200.00	$76,290.00
3" Compound	16.0	$40,144.00	$81,920.00	$122,064.00
3" Turbine	25.0	$62,725.00	$128,000.00	$190,725.00
4" Compound	25.0	$62,725.00	$128,000.00	$190,725.00
4" Turbine	42.0	$105,378.00	$215,040.00	$320,418.00
6" Compound	50.0	$125,450.00	$256,000.00	$381,450.00
6" Turbine	92.0	$230,828.00	$471,040.00	$701,868.00
8" Turbine	160.0	$401,440.00	$819,200.00	$1,220,640.00
10" Turbine	250.0	$627,250.00	$1,280,000.00	$1,907,250.00
12" Turbine	330.0	$827,970.00	$1,689,600.00	$2,517,570.00

EXHIBIT C2
IMPACT FEES BY METER SIZE
ASSESSED DECEMBER 10, 2019, to May 22, 2023

METER SIZE	LUE'S PER METER	WATER FEE	WASTEWATER FEE	TOTAL FEE
5/8"	1.0	$5,743.00	$3,814.00	$9,557.00
3/4"	1.5	$8,614.50	$5,721.00	$14,335.50
1"	2.5	$14,357.50	$9,535.00	$23,892.50
1 1/2"	5.0	$28,715.00	$19,070.00	$47,785.00
2" Non-turbine	8.0	$45,944.00	$30,512.00	$76,456.00
2" Compound	8.0	$45,944.00	$30,512.00	$76,456.00
2" Turbine	10.0	$57,430.00	$38,140.00	$95,570.00

NEW BRAUNFELS UTILITIES - 2022

EXECUTIVE SUMMARY

In 2021, New Braunfels Utilities (NBU), authorized Freese and Nichols, Inc. (FNI) to perform an impact fee analysis on the water and wastewater systems. The purpose of this report is to summarize the methodology used in the development and calculation of water and wastewater impact fees for NBU. The methodology used herein satisfies the requirements of the Texas Local Government Code Section 395 for the update of water and wastewater impact fees.

As part of this study, land use assumptions, growth projections, and water/wastewater loading criteria from the *2021 Water & Wastewater Master Plan Update* by FNI were used to develop 10-year load projections for both the water and wastewater systems. Impact fee capital improvements plans (CIP) were developed for both systems to serve projected growth through 2032. The hydraulic models of the water and wastewater systems, along with pumping and storage planning criteria developed by FNI, were employed to calculate the percentage of each project's capacity projected to be utilized in the 10-year planning period (2022-2032). A summation of each project's estimated cost, including financing costs less credits for existing projects partially funded through rate increases, multiplied by the percentage of that project being utilized in the 10-year planning period was used to calculate a total impact fee eligible CIP cost for both water and wastewater. These costs were divided by the projected growth in living unit equivalents (LUE) for water and wastewater, respectively, to determine the maximum allowable impact fees. **Table ES-1** and **Table ES-2** summarize the maximum allowable impact fee calculations for water and wastewater, respectively. **Table ES-3** shows the maximum allowable impact fee for each meter size distributed by NBU.

Table ES-1 Maximum Water Impact Fee Calculation

Water Impact Fee	
Total Eligible Capital Improvement Costs	$228,540,978
Total Eligible Financing Costs	$168,389,936
Total Eligible Impact Fee Costs	$396,930,914
Total Impact Fee Credits	($837,433)
Maximum Allowable Cost	$396,093,481
Growth in Service Units	20,367
Maximum Allowable Water Impact Fee	**$19,448**

Table ES-2 Maximum Wastewater Impact Fee Calculation

Wastewater Impact Fee	
Total Eligible Capital Improvement Costs	$85,710,012
Total Eligible Financing Costs	$37,415,837
Total Eligible Impact Fee Costs	$123,125,849
Total Impact Fee Credits	($2,813,220)
Maximum Allowable Cost	$120,312,629
Growth in Service Units	19,269
Maximum Allowable Wastewater Impact Fee	**$6,244**

Table ES-3 Maximum Allowable Impact Fee by Meter Size

Meter Size	Maximum Flow Rate for Continuous Duty (gallons per minute)	Service Unit Equivalent	Maximum Allowable Water	Maximum Allowable Wastewater	Maximum Allowable Total
5/8"	10	1.0	$19,448	$6,244	$25,692
1"	25	2.5	$48,620	$15,610	$64,230
1 1/2"	50	5.0	$97,240	$31,220	$128,460
2"	80	8.0	$155,584	$49,952	$205,536
3"	175	17.5	$340,340	$109,270	$449,610
4"	300	30.0	$583,440	$187,320	$770,760
6"	675	67.5	$1,312,740	$421,470	$1,734,210
8"	2,400	240.0	$4,667,520	$1,498,560	$6,166,080
10"	3,500	350.0	$6,806,800	$2,185,400	$8,992,200

CITY OF SEGUIN - 2023

EXECUTIVE SUMMARY

1.0 Background

In August 2022, the City of Seguin, Texas (City), authorized Freese and Nichols, Inc. (FNI) to perform an impact fee analysis on the City's water and wastewater systems, including a portion of the Spring Hills Water Supply Corporation (SHWSC) Service Area that will be transferred to the City as part of the ongoing Certificate of Convenience and Necessity (CCN) Transfer. The purpose of this report is to summarize the methodology used in the development and calculation of water and wastewater impact fees for the City of Seguin. The methodology used herein satisfies the requirements of the Texas Local Government Code Section 395 for the establishment and update of water and wastewater impact fees.

2.0 Land Use Assumptions

Population and land use are important elements in the analysis of water and wastewater systems. Through collaboration between FNI and the City, FNI developed growth projections using land use assumptions from the ongoing Seguin Comprehensive Plan and proposed development according to the City's Planning Department to estimate service connections for the 2023 and 2033 planning periods. **Table ES-1** presents the growth projections for the City of Seguin Water and Wastewater Service Areas including the CCN area to be transferred from SHWSC to the City, hereafter referred to as the "Transfer Area."

Table ES-1: Growth Projections

Service Area	2023 Connections	2033 Connections	Growth Rate
Existing Water	*8,272*	*11,012*	*2.90%*
Transfer Area	*1,305*	*7,370*	*18.90%*
Water Total	**9,577**	**18,382**	**6.74%**
Wastewater Total	**10,741**	**28,319**	**10.18%**

3.0 Capital Improvement Plan

Water and wastewater impact fee capital improvement plans (CIP) were developed for the City of Seguin based on the land use assumptions and growth projections. The recommended improvements will provide the required capacity to meet projected water demands and wastewater flows through 2033. The CIPs are based on recommendations from the 2022 Water and Wastewater Master Plans and include improvements identified to provide service to the Transfer Area. For each existing or proposed project, the impact fee eligible cost is calculated as a percentage of the project cost, based upon the portion of

the project's capacity required to serve growth projected to occur between 2023 and 2033, the 10-year period used for impact fee analysis. The cost associated with the portion of projects required to serve growth beyond this 10-year period are not included in the current impact fee calculations but will be eligible for impact fee cost recovery in the next impact fee update. The total cost for each eligible project includes the project's capital cost to serve 10-year growth, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the CIP. **Table ES-2** shows a summary of the total capital cost and impact fee-eligible cost for all Impact Fee CIP projects for the Water and Wastewater Service Areas.

Table ES-2: CIP Cost Summary

Service Area	Total Capital Cost of Impact Fee Eligible Projects	Total 10-Year (2023-2032) Cost of Impact Fee Eligible Projects
Water	$173,881,062	$87,766,441
Wastewater	$339,567,626	$194,769,279

4.0 Impact Fee Analysis

According to Chapter 395 of the Texas Local Government Code, the maximum impact fee may not exceed the amount determined by dividing the cost of required capital improvements by the total number of service units attributed to new development during the impact fee eligibility period. A water service unit is defined as the service equivalent to a water-only connection or a water/wastewater connection for a single-family residence. A wastewater service unit is defined as the service unit equivalent to a water/wastewater connection for a single-family residence. The current impact fee ordinance was adopted in 2020. This ordinance set the water impact fee for a single-family meter at $1,386.86 including a pass-through fee of $354.54 from Schertz-Seguin Local Government Corporation (SSLGC) and the wastewater impact fee for a single-family meter at $7,757.77. This project is an update to the 2020 ordinance. **Table ES-3** displays the updated maximum allowable impact fee per service unit for the Water and Wastewater Service Areas, including the $354.54 SSLGC pass-through fee.

Table ES-3: Maximum Allowable Impact Fees

Service Area	Maximum Allowable Impact Fee Per Service Unit
Water	$7,308
Wastewater	$9,250
Sub-Total	**$16,558**
SSLGC Water Supply Impact Fee	$354
Total Maximum Allowable Impact Fee	**$16,912**

CITY OF SAN MARCOS - 2018

Table 8.
Derivation of Alternative Maximum Water and Wastewater Impact Fee Amounts

Item	Capital Cost of New Service per LUE	Optional Adjustments		Option A	Option B	Highest of Option A or B
		Option A Rate Credit	Option B 50% Cost Adjustment			
WATER						
Supply	$ 2,495	$ 208	$ 1,247	$ 2,287	$ 1,247	
Treatment	609	10	305	599	305	
Pumping	128	18	64	110	64	
Ground Storage	298	1	149	297	149	
Elevated Storage	163	8	82	155	82	
Transmission	455	113	228	342	228	
Allocated Impact Fee Study Cost	10			10	10	
Total Water	$4,159	$358	$2,074	$3,801	$2,085	**$3,801**
WASTEWATER						
Treatment	$ 1,470	$ 86	$ 735	$ 1,385	$ 735	
Pumping	705	78	352	627	352	
Interceptors	774	112	387	662	387	
Allocated Impact Fee Study Cost	10			10	10	
Total Wastewater	$2,960	$276	$1,475	$2,684	$1,485	**$2,684**
TOTAL WATER/WASTEWATER	$7,119	$634	$3,549	$6,485	$3,570	**$6,485**

The fee methodology was replicated for each major facility type in the utility system (e.g., supply, treatment, pumping, elevated storage, ground storage, and transmission) so that the total fee amount is the sum of the component facility fees. This provides a basis for extending the fee to wholesale customers of the City or granting fee offsets if a developer cost-participates with the City on CIP projects.

For comparison purposes, the current impact fees of other near-by cities are listed in Table 9.

CITY OF AUSTIN - 2023

I. INTRODUCTION

Austin Water (AW) has developed this periodic impact fee update in close collaboration with the Austin City Council appointed Impact Fee Advisory Committee (IFAC) and other City of Austin (City) departments in accordance with state law. This required 5-year update takes a fresh look at Land Use Assumptions (LUA) and the impact fee Capital Improvement Plan (CIP) that will serve new development in the next 10 years. The basic requirements for determining the costs "Necessitated by and attributed to" new development are prescribed in the Impact Fee Act, Section 395.016 of the Texas Local Government Code. These requirements state that facility capacity that will be used by new growth and its cost are determined by first projecting the demand on the system (the LUA), and then deriving the facility plan for serving that demand (the CIP). The end-products are the maximum allowable impact fees for water and wastewater, which reflect the calculated cost of serving new growth that is not recouped in new customer rate payments. The law also sets the terms of fee assessment for a given tract of land.

The actual fees collected, up to the maximum allowable fee, are the purview of the Austin City Council. AW is proposing new collected fees for consideration via the public hearing mandated by the impact fee regulations. These proposed fees are presented in Section III. Subsequent to the hearing, Austin City Council will consider enacting an ordinance adopting new fees and, if approved, that ordinance will be appended to this document.

As detailed in the LUA section of this report, Austin continues to be one of the fastest growing cities in the country, with the projected 10-year growth estimated to be approximately 88,000 service units, in an impact fee service area that has not changed significantly from the 2018 update.

As detailed in the CIP section of this report, Austin's investments in infrastructure necessitated by and attributed to growth are planned to exceed $678M for water and $524M for wastewater, a combined increase of 24% over the 2018 10-year capital improvements program plan, which includes a notable investment in new wastewater treatment plant capacity.

An additional factor in calculating the new maximum allowable fees is a credit for growth project revenues AW is projected to collect from projected 10-year growth customers for receiving water and wastewater services, which, within the context of impact fees, may be referred to as a rate revenue credit. To avoid double charging new customers, the law requires that monies paid by new users toward the growth projects in the form of rates be subtracted from the 10-year growth project costs. Similar to the previous update in 2018, the rate revenue credit amount is calculated for Austin-specific conditions resulting in a credit of approximately 41% and is detailed in the CIP document.

The final maximum allowable fee for a single service unit was calculated to be $4,882 for water and $2,969 for wastewater.

II. ASSESSED FEES

The Impact Fee Act provides what is called fee assessment in order to set the timing for establishing fees for a given tract of land. It states that impact fees must be assessed on all property no later than the time of subdivision (with certain exceptions where development occurs without the need for subdivision). Accordingly, the assessed fees for a particular lot are those in effect at the time of subdivision recordation. After 1990 the impact fee update reports and ordinances included the assessed fee separate from the maximum allowable and collected fees. The assessed fee remained constant until the 2007 update. Since then, the assessed fee is deemed to be the maximum allowable amount, thereby keeping open the option of setting collected fees up to the maximum allowable fee in effect at the time a subdivision plat is recorded.

III. COLLECTED FEES

After the required public hearing and Austin City Council's adoption of the LUA and CIP periodic update, Council considers the adoption of the ordinance that sets the impact fees to be assessed and collected at the time of tap sale for water meter purchase and/or wastewater service. The collected fees are generally referred to as Austin's water and wastewater impact fees. Historically, the collected amounts have been set by ordinance at amounts lower than the maximum allowable fees. The collected fees are proposed to be $4,800 for water and $2,900 for wastewater.

SAWS - 2024

March 18, 2024

TO INTERESTED PARTIES:

Texas Local Government Code Chapter 395 necessitates the updating of the San Antonio Water System (SAWS) impact fees by June 2024. The Capital Improvements Advisory Committee (CIAC), SAWS staff, and consultant Carollo Engineers began the update process for all water and wastewater impact fees in July 2023, and the CIAC finalized its recommendations in a findings report on January 31, 2024. The findings report and all other CIAC meeting documents are available at: www.saws.org/CIAC .

The update involves a projection of increased demand and resulting increased capacity in the water and wastewater systems for the next ten-year planning period. The costs associated with the capacity necessary to serve the projected growth determine the impact fee rate. The CIAC recommended impact fees are show below.

SUMMARY OF RECOMMENDED IMPACT FEES

Impact Fee Component	Impact Fee ($/EDU)		Fee Change	
	Current	Recommended	$	%
Water Supply	$ 2,706	$ 2,592	$ (114)	-4%
Water Flow	$ 1,188	$ 1,368	$ 180	15%
Water System Development				
High Elevation	$ 1,203	$ 2,027	$ 824	68%
Middle Elevation	$ 1,014	$ 1,744	$ 730	72%
Low Elevation	$ 855	$ 1,510	$ 655	77%
Wastewater Treatment				
Medio Creek	$ 1,222	$ 1,527	$ 305	25%
Clouse / Leon Creek	$ 651	$ 1,105	$ 454	70%
Wastewater Collection				
Medio Creek	$ 861	$ 1,836	$ 976	113%
Upper Medina	$ 1,422	$ 1,702	$ 280	20%
Lower Medina	$ 520	$ 768	$ 248	48%
Upper Collection	$ 2,800	$ 4,436	$ 1,636	58%
Middle Collection	$ 2,013	$ 2,792	$ 779	39%
Lower Collection	$ 902	$ 1,138	$ 236	26%
Totals	***$ 7,227***	***$ 8,919***	***$ 1,692***	***23%***

The recommended impact fees were approved by the SAWS Board of Trustees on March 5, 2024. It is anticipated that the San Antonio City Council will hold a public hearing and consider adoption of the recommended impact fees on May 16, 2024. When the recommended impact fees are approved by the San Antonio City Council, they are expected to become effective on June 1, 2024.

The determination on whether current impact fees or the recommended impact fees will be charged for service to a particular property is based on the date of plat recordation. In accordance with current state law, the impact fees in effect at the time the plat is recorded are the fees that will be charged. An individual may pay current impact fees for a property prior to plat recordation under the following conditions:

- The plat has been approved by the Planning Commission,
- All impact fees are paid prior to the effective date of the new impact fees.

If you have any questions concerning the update process, please do not hesitate to contact me at tlehmann@saws.org, 210-233-3492, or Bob Johnson at bobby.johnson@saws.org, 210-233-3493.

Sincerely,

Tracey B. Lehmann, P.E.
Interim Vice President
Engineering and Construction

CITY OF PFLUGERVILLE - 2023

Impact Fees

Effective January 10, 2023

Reference Ordinance No. 1577-23-01-10

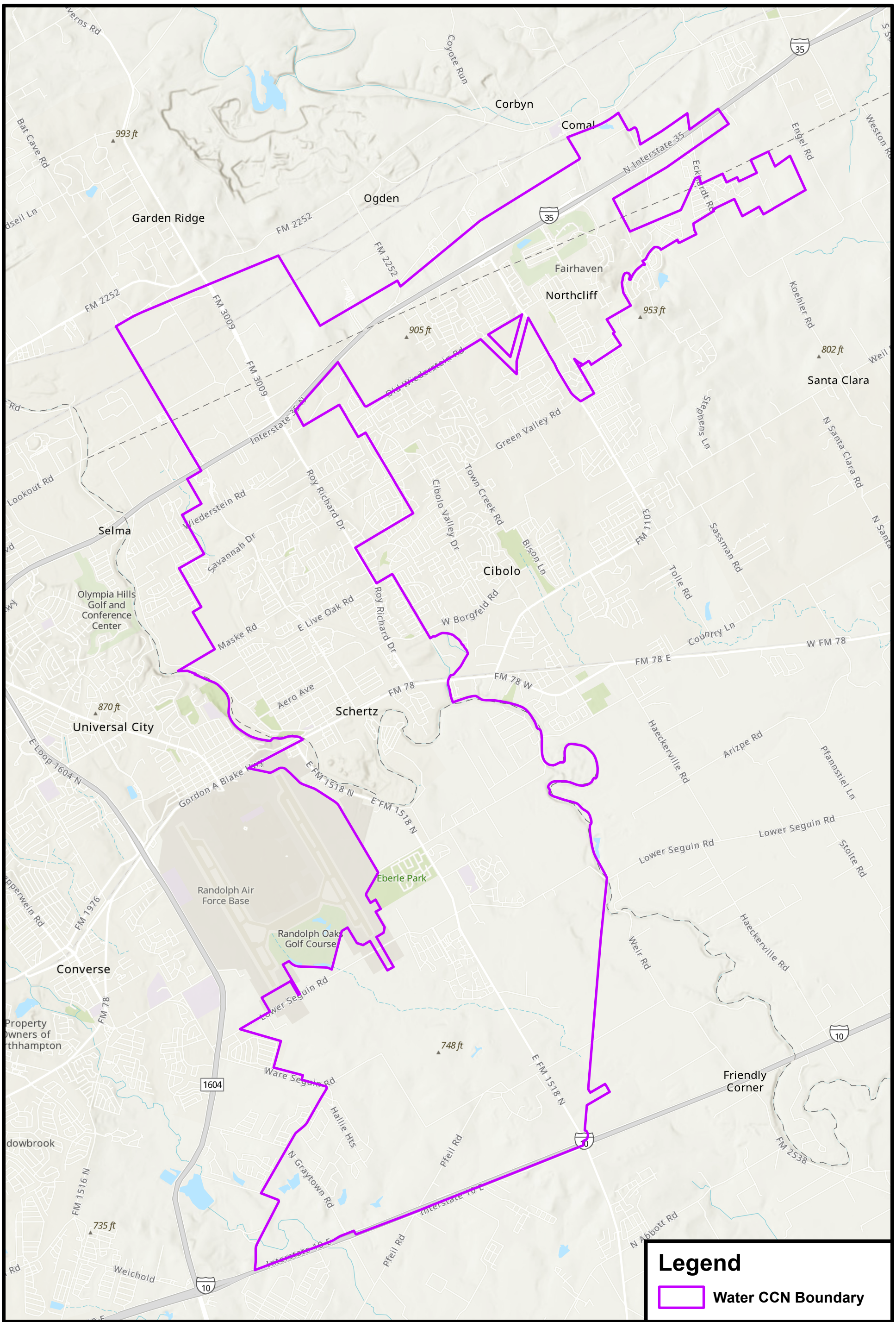
Listed below are the Water and Wastewater Impact Fees, the water meter deposits and the Water and Wastewater tap fees

Meter Size	Service Units
5/8" Displacement	1.0
3/4" Displacement	1.7
1" Displacement	2.7
1 1/2" Displacement	3.3
2" Displacement	6.7
3" Compound	21.3
4" Compound	33.3
4" Combination	46.7
6" Compound	66.7
6" Combination	106.7
8" Combination	186.7
10” Combination	293.3

Service Area	Maximum Allowable Impact Fee Per Service Unit
Water	$14,713
Wastewater Service Area 1	$1,316
Wastewater Service Area 2	$15,136
Total in Wastewater Service Area 1	**$16,029**
Total in Wastewater Service Area 2	**$29,849**

City of Pflugerville Water and Wastewater Tap Fees:

Water Meter Deposit	$ 125
Water Tap Fee	$ 250
Wastewater Tap Fee	$ 250


Legend
Water CCN Boundary
Corbyn
Comal
Ogden
Garden Ridge
Fairhaven
Northcliff
Santa Clara
Selma
Cibolo
Olympia Hills Golf and Conference Center
Schertz
Universal City
Randolph Air Force Base
Eberle Park
Randolph Oaks Golf Course
Converse
Friendly Corner
Interstate 35
Interstate 10
FM 2252
FM 3009
FM 1976
FM 78
FM 1516 N
FM 1518 N
FM 1103
Loop 1604 N
Gordon A Blake Hwy
Lower Seguin Rd
Green Valley Rd
Old Wiedenstein Rd
Wiedenstein Rd
Roy Richard Dr
Cibolo Valley Dr
Town Creek Rd
Bison Ln
W Borgfeld Rd
E Live Oak Rd
Maske Rd
Savannah Dr
Aero Ave
Haeckerville Rd
Arizpe Rd
Pfannstiel Ln
Stolte Rd
Weir Rd
Pfeil Rd
Ware Seguin Rd
Hallie Hts
N Graytown Rd
N Abbott Rd
Weichold
Country Ln
W FM 78
FM 78 E
FM 78 W
Sassman Rd
Tolle Rd
Stephens Ln
N Santa Clara Rd
Koehler Rd
Engel Rd
Weston Rd
Bat Cave Rd
Coyote Run
993 ft
905 ft
953 ft
802 ft
870 ft
748 ft
735 ft
WATER SERVICE AREA
LAN
SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.
0
3,750
7,500
15,000
Feet
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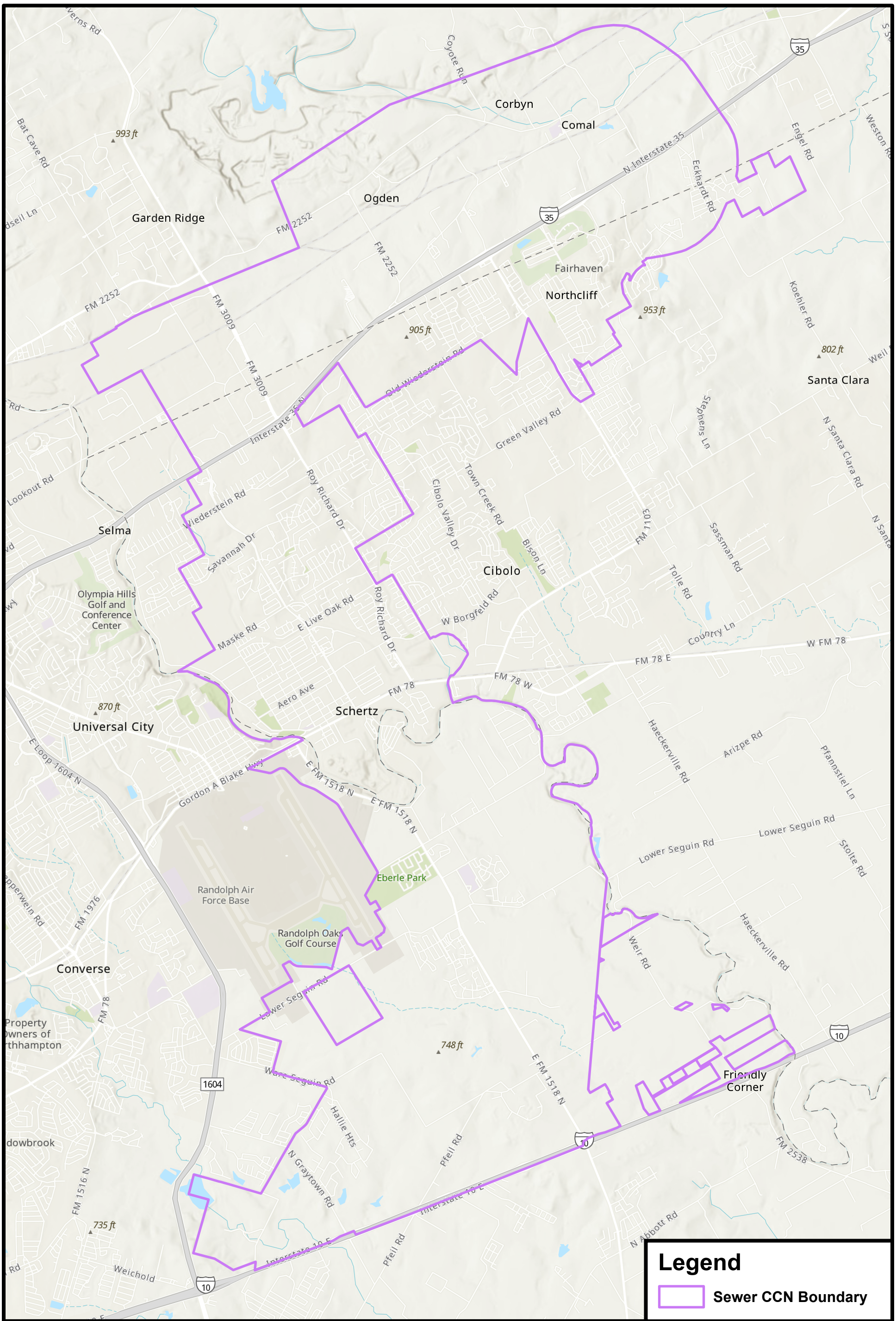


WASTEWATER SERVICE AREA

LAN

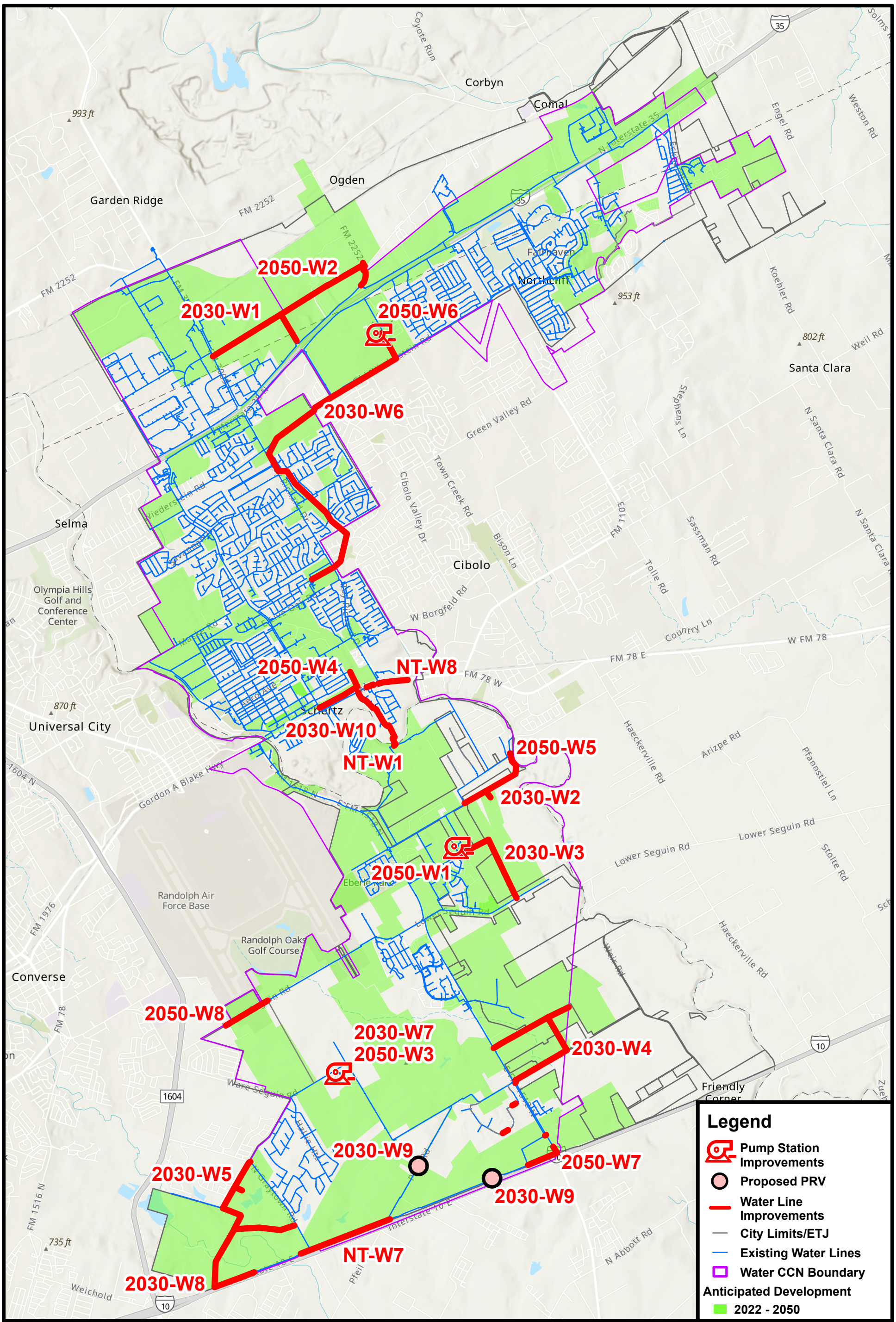
SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 3,750 7,500 15,000 Feet

EXHIBIT “A.1”
Water Capital Improvement Plan Map

ORDINANCE 25-F-017 EXHIBIT "A.1"



WATER IMPACT FEE CIP MAP

Planning
Engineering
Program Management

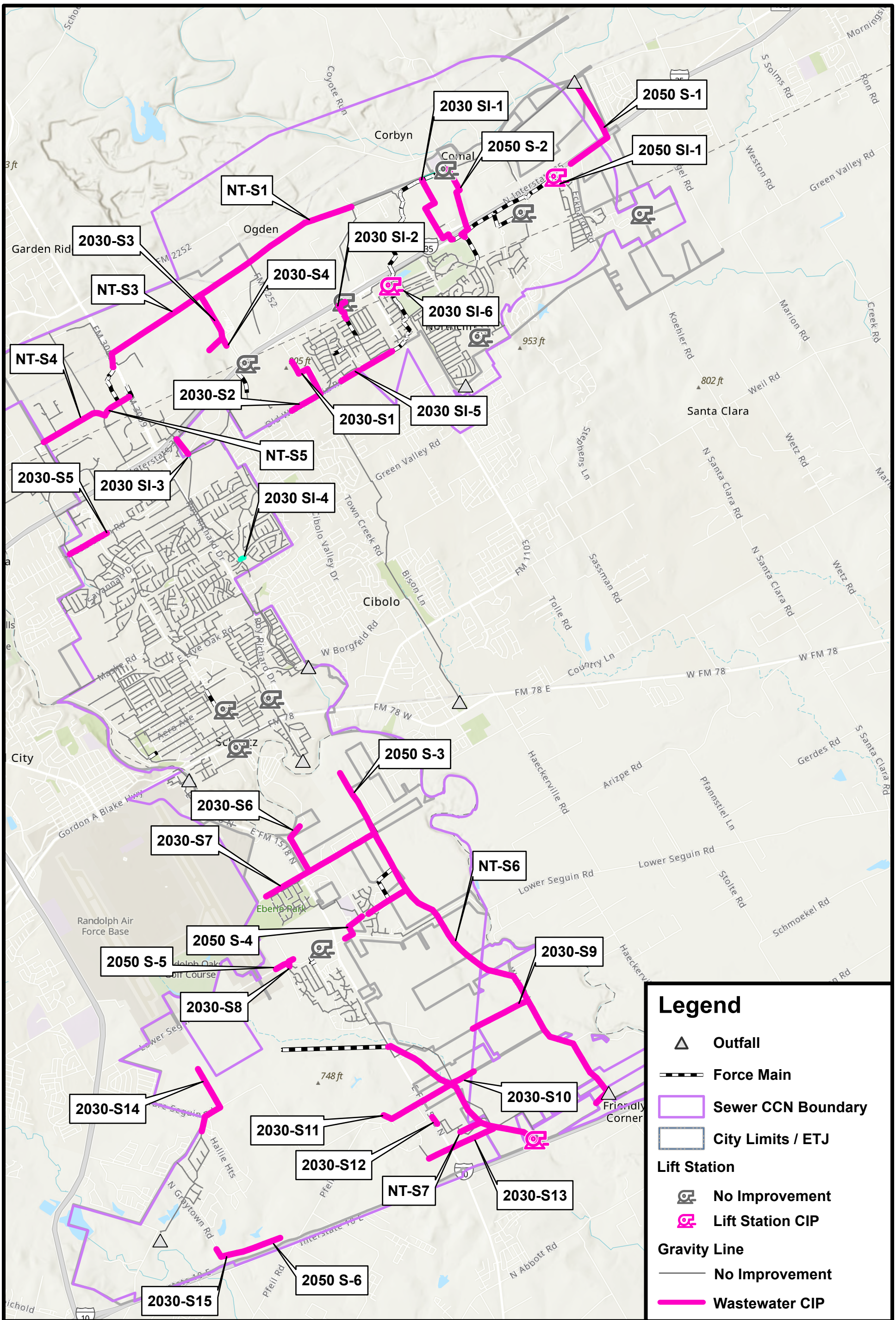
SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 3,500 7,000 14,000 Feet

EXHIBIT “A.2”
Wastewater Capital Improvement Plan Map

ORDINANCE 25-F-017 EXHIBIT "A.2"



WASTEWATER IMPACT FEE CIP MAP

LAN
Planning
Engineering
Program Management

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

N W E S

0 3,750 7,500 15,000 Feet

EXHIBIT “B”

Code of Ordinances Chapter 90 Article V Water and Wastewater Capital Recovery Fees

ARTICLE V. WATER AND WASTEWATER CAPITAL RECOVERY FEES[1]

DIVISION 1. GENERALLY

Sec. 90-139. Short title.

This article shall be known and cited as the Water and Wastewater Capital Recovery Fees Article.

(Code 1976, § 19-106)

Sec. 90-140. Intent.

This article is intended to impose water and wastewater capital recovery fees, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service area.

(Code 1976, § 19-107)

Sec. 90-141. Authority.

The city is authorized to enact this article by its charter and chapter 395, as amended, the Local Government Code, (Senate Bill 336 enacted by the 70th Texas Legislature) and its successors, which authorize home rule cities, among others, to enact or impose impact fees (Capital Recovery Fees) on land within their corporate boundaries or extraterritorial jurisdictions, and on persons with whom they have a water or wastewater service contract, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development. The provisions of this article shall not be construed to limit the power of the city to adopt this article pursuant to any other source of local authority, nor to utilize any other methods or powers otherwise available for accomplishing the purposes set forth herein, either in substitution of or in conjunction with this article. Guidelines may be developed by resolution or otherwise to implement and administer this article.

(Code 1976, § 19-108)

Sec. 90-142. Definitions.

As applied in this article, the following words and terms shall have the same meaning and definition as contained in Texas Local Government Code Section 395.001, as amended (the "act").

Assessment means the determination of the amount of the maximum capital recovery fee per service unit which can be imposed on new development pursuant to this article.

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[1]State law reference(s)—Financing capital improvements by local governments, Tex. Local Government Code, § 395.001 et seq.; permissible impact fee includes capital recovery fees, Tex. Local Government Code, § 395.001(4).

Building permit is an official approval issued by the city for the construction, repair, alteration, demolition, or occupancy to a building or structure.

Capital construction cost of service means costs of constructing capital improvements or facility expansions, including and limited to the construction contract price, surveying and engineering fees, project management fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees) and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements program who is not an employee of the city.

Capital improvement means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision: water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, whether or not they are located within the service area.

Capital improvements advisory committee (advisory committee) means an advisory committee, consisting of the planning and zoning commission, including one regular or ad hoc member who is not an employee of the city and is a representative of the real estate, development, or building industries, and including one member representing the extraterritorial jurisdiction of the city if fees are to be assessed in the extraterritorial jurisdiction; which committee is appointed to regularly review and update the capital improvements program in accordance with the requirements and functions described in the act.

Capital improvements program (CIP) means a plan which identifies water and wastewater capital improvements or facility expansions pursuant to which capital recovery fees may be assessed.

Capital recovery fee means an impact fee for water or wastewater facilities as defined herein.

City means City of Schertz.

City council (council) means governing body of the City of Schertz.

Commercial development means all development which is neither residential nor industrial.

Comprehensive plan (master plan) means the comprehensive long-range plan, adopted by the city council, which is intended to guide the growth and development of the city which includes analysis, recommendations and proposals for the city regarding such topics as population, economy, housing, transportation, community facilities and land use.

Duplex means a structure on a single lot designed to accommodate two dwelling units, as authorized under the city's zoning regulations.

Existing development means all property within the service area which has a water or wastewater connection.

Facility expansion means the expansion of the capacity of an existing facility which serves the same function as an otherwise necessary new capital improvement in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

Final plat is a map or drawing of specific land showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys and easements drawn to scale. This process requires final approval by the city planning and zoning commission or city council and is recorded with the office of the county clerk of the county (s) in which the parcel is located. For the purposes of this article, a minor plat is equivalent to a final plat.

Fourplex means a structure on a single lot designed to accommodate four dwelling units, as authorized under the city's zoning regulations.

Industrial development means development which will be assigned to the industrial customer class of the water or wastewater utilities; generally development in which goods are manufactured, or development which is ancillary to such manufacturing activity.

Impact fee means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(1) Dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(2) Dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(3) Lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(4) Other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

Land use assumptions means a description of the service area, and projections of changes in land uses, densities, intensities, and population in the service area over at least a ten-year period, adopted by the city, as may be amended from time to time, upon which the capital improvement program is based.

Living Unit Equivalent (LUE) means basis for establishing equivalency among and within various customer classes based upon the relationship of the continuous duty maximum flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a five-eighths-inch diameter multi-jet water meter, using American Water Works Association C708 standards. LUE'S for water meters are as follows:

METER SIZE AND TYPE	LUE'S
5/8” Multi-Jet	1.0
3/4” Multi-Jet	1.3
1” Multi-Jet	2.0
2” Ultrasonic	16.7
3” Ultrasonic	33.3
4” Ultrasonic	66.7
6” Ultrasonic	106.7
8” Ultrasonic	186.7
10” Ultrasonic	366.7
12” Ultrasonic	366.7

New development means subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units or requires the purchase of a new water or wastewater service. New development includes the sale of water or wastewater taps resulting from the conversion of an individual well, or septic or other individual waste disposal system, to the city's water or wastewater utility.

Offset means the amount of the reduction of a capital recovery fee designed to fairly reflect the value of system-related facilities, pursuant to rules herein established or administrative guidelines, provided and funded by a developer pursuant to the city's subdivision regulations or requirements.

Residential development means a lot developed for use and occupancy as a single-family residence, two-family, or multi-family residential.

Service area means an area within the corporate boundaries and within the extraterritorial jurisdiction of the city as defined by the Municipal Annexation Act, Texas Local Government Code Chapter 43, as amended, to be

served by the water and wastewater capital improvements or facilities, expansions specified in the capital improvements program applicable to the service area.

Service unit means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous ten years, expressed in living units equivalent (LUEs)

Single-family residential means single-family dwelling unit(s), as authorized under the city's zoning regulations.

Site-related facility means the improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of water or wastewater facilities to serve the new development, and which is not included in the capital improvements program, and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.

Superintendent means the superintendent of the city water and wastewater utilities. For purposes of this chapter, in the absence of the superintendent, the Director of Public Works' designee will have authority.

System-related facility means a capital improvement or facility expansion identified in the capital improvements plan and which is not a site-related facility. A system-related facility may include a capital improvement which is located offsite, within or on the perimeter of the development site.

Tap purchase means the filing with the city of a written application for a water or wastewater service connection water or wastewater existing lines or mains or the acceptance of applicable fees by the city for the connection or service. The term "tap purchase" shall not be applicable to a master water meter or master wastewater connection purchased from the city by a wholesale customer such as a water district, political subdivision of the state, or other wholesale utility customer; nor shall it be applicable to a meter purchased for and exclusively dedicated to fire protection.

Wastewater facility means an improvement for providing wastewater service, including but not limited to, land easements, treatment facilities, lift stations, or interceptor mains. Wastewater facility excludes wastewater lines or mains which are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities and which are maintained in dedicated trusts. Wastewater facilities also exclude dedication of on-site wastewater collection facilities required by valid ordinances of the city and necessitated by and attributable to the new development.

Wastewater facility expansion means the expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing wastewater facility to serve existing development.

Wastewater improvements plan means the portion(s) of the CIP, as may be amended from time to time, which identifies the wastewater facilities or wastewater expansions and their associated costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten years, and which are to be financed in whole or in part through the imposition of wastewater facilities fees pursuant to this article.

Water facility means an improvement for providing water service, including, but not limited to, land or easements, water supply facilities, treatment facilities, pumping facilities, storage facilities, or transmission mains. The definition of water facility excludes:

(1) Water lines or mains which are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities and which are maintained in dedicated trusts; and

(2) The dedication of right-of-way or easements or construction or dedication of on-site water distribution facilities required by valid ordinances of the city and necessitated by and attributable to the new development.

Water facility expansion means expansion of the capacity of any existing water improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing water facility to serve existing development.

Water improvements plan means portion of the CIP, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten years, and which are to be financed in whole or in part through the imposition of water facilities fees pursuant to this article.

Wholesale customers means water or wastewater customers of the city's utilities who purchase utility service at wholesale rates for resale to their retail customers.

(Code 1976, § 19-109; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021; Ord. No. 21-F-47, § 1(Exh. A), 12-7-2021)

Sec. 90-143. Applicability of capital recovery fees.

(a) This article shall be uniformly applicable to new development which occurs within the water and wastewater service areas, except for new development which occurs within the service areas of the city's wholesale customers.

(b) No new development shall be exempt from the assessment of capital recovery fees as defined in this article.

(Code 1976, § 19-110)

Sec. 90-144. Capital recovery fees as conditions of development approval.

No application for new development shall be approved within the city without assessment of capital recovery fees pursuant to this article, and no water and wastewater connection, or service, shall be issued unless the applicant has paid the capital recovery fees imposed by and calculated hereinunder.

(Code 1976, § 19-111; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-145. Establishment of water and wastewater service areas.

(a) The water and wastewater service areas are established as shown on the service area maps which have been adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update.

(b) The service areas shall be established consistent with any facility service area established in the CIP for each utility. Additions to the service area may be designated by the city council consistent with the procedure set forth in Tex. Local Government Code, ch. 395 and its successors.

(Code 1976, § 19-112; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-146. Reserved.

Editor's note(s)—Ord. No. 21-F-30, § 1(Exh. A), adopted August 10, 2021, repealed § 90-146 which pertained to land use assumptions and derived from 1976 Code § 19-113.

Sec. 90-147. Service units.

(a) *Service units* means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering and planning standards, expressed in LUEs.

(b) Upon application for a building permit (for properties inside the city corporate limits) or upon tap purchase (for properties outside the city corporate limits), service units for the property in question shall be calculated based on living units equivalent as determined by:

(1) The size of the water meter(s) for the development, or alternatively:

(2) If in the judgment of the superintendent such compensation overstates or understates the impact of such new development, the superintendent may calculate the living units equivalent based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous ten years; or alternatively:

(3) If in the judgment of the superintendent such compensation overstates or understates the impact of such new development, the superintendent, at the cost and expense of the applicant, may obtain an engineer's report prepared by a qualified professional engineer licensed to perform such professional engineering services in the state, which demonstrates that the number of LUE's of service for the new development will be different.

(c) If a fire demand meter (tap) is purchased for a property, the meter size utilized to calculate the number of LUE's shall be the dimension of the portion of the fire demand meter which reflects the meter size which would provide only domestic service to the property. Said reduced meter size shall then be utilized to calculate the number of LUE's.

(1) The meter types used to calculate the number of LUE's shall be either simple or compound meters.

(2) To avoid the use of fire flow volumes for calculating domestic usage, the owner of any property for which a fire demand meter is purchased shall be required to execute a restrictive covenant on a form approved by the city attorney, which covenant shall acknowledge the right of the city to assess such capital recovery fees to subsequent owners of the property at the full meter size. Said covenant shall be executed prior to the purchase of the fire demand meter and shall be filed in the deed records of the county.

(d) Upon application for a building permit for lots for which no water meter has been purchased, service units for wastewater for said property shall be established by a professional engineer licensed in the state, retained by the applicant at no cost to the city, and shall be approved by the superintendent.

(e) The city council may revise the service units designation according to the procedure set forth in the act.

(Code 1976, § 19-114; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-148. Capital recovery fees per service unit.

(a) The maximum capital recovery fee per service unit for each service shall be computed by dividing: (i) the growth-related capital construction cost of service for new development, less the amount of any credits against such amount that are attributable to rate or future tax contributions to CIP funding by; (ii) the total number of new service units anticipated to be needed within the service area. The capital construction cost of service and the projected number of new service units shall be based on the land use assumptions for the service area as established as part of the CIP. The maximum capital recovery fees per service unit for each service shall be established by category of capital improvements and shall be set forth in ordinances and exhibits thereto as are adopted from time to time.

(b) Exhibits may be amended by the city council according to the procedure set forth in the act.

(c) Current capital recovery fees for water/wastewater shall be as established from time to time by ordinance and exhibits attached thereto.

(Code 1976, § 19-115; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-149. Assessment of capital recovery fees.

(a) The assessment of the capital recovery fee applicable to such development shall be upon final plat recordation of any subdivision of land or of any new development.

(b) Assessment of the capital recovery fee for any new development shall be made as follows:

(1) For a development which is submitted for approval pursuant to the city's subdivision regulations following the effective date of this article, assessment shall be at the time of final plat recordation, and shall be the amount of the capital recovery fee per service unit then in effect, as set forth in subsection 90-148(a). The city may provide the subdivider with a copy of fees and assessments prior to final plat recordation, but such shall not constitute assessment within the meaning of this article.

(2) For a development which has recorded a final plat prior to the effective date of this article or for which no re-platting is necessary, assessment shall be the capital recovery fee effective at the time of final plat recordation and will be applied upon issuance of building permit (for properties within the corporate boundaries) or upon tap purchase (for properties outside the corporate boundaries). For final plats recorded prior to the initial capital recovery fee adoption, assessment shall be equal to the initial capital recovery fee.

(3) Water demand related solely to fire protection is not subject to assessment of a capital recovery fee. However, if the fire protection capacity of the fire demand meter is routinely utilized for domestic purposes as evidenced by the registration of consumption recorded on the city's meter- reading and billing systems, the current owner of the property, on the date of such determination, shall be assessed the current capital recovery fees for the fire protection capacity which has been converted to domestic capacity by its routine usage as domestic capacity.

(c) Following assessment of the capital recovery fee pursuant to subsection (b), no additional capital recovery fees or increases thereof shall be assessed against that development unless the number of service units increases, as set forth under section 90-147.

(Code 1976, § 19-116; Ord. No. 21-F-47, § 1(Exh. A), 12-7-2021)

Sec. 90-150. Calculation of capital recovery fees.

(a) Upon application for a building permit (for properties within the corporate boundaries of the city) or upon application for a water or wastewater tap (for properties outside the corporate boundaries of the city), the city shall compute the capital recovery fees due from the applicant in the following manner:

(1) The number of LUE's shall be determined by the size of the water meter purchased or by evaluation of the superintendent, or engineering firm, as determined according to section 90-147 of this article.

(2) LUE's shall be summed for all meters purchased for the development.

(3) The total service units shall be multiplied by the appropriate per-unit fee amount determined as set forth in section 90-148 of this article.

(4) Fee credits and offsets shall be subtracted as determined by the process prescribed in section 90-148 of this article.

(b) The amount of capital recovery fee due for a new development shall not exceed an amount computed by multiplying the fee assessed per service unit pursuant to section 90-148 of this article by the number of service units generated by the development.

(Code 1976, § 19-117; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-151. Collection of capital recovery fees.

(a) No building permit shall be issued and no tap shall be purchased or service provided until all capital recovery fees have been paid to the city, or until a "notice of capital recovery fee due" is recorded as provided in this section, except as provided otherwise by contract.

(b) Capital recovery fees shall be collected at the time of building permit issuance (for properties within the corporate boundaries of the city) or at the time of tap purchase (for properties outside the corporate boundaries).

(c) In the event that a water or wastewater tap is sold as the result of a conversion from an individual well, or septic or other individual waste disposal system, the appropriate capital recovery fee shall be collected at the time of tap purchase, except as provided below:

(1) At the request of the applicant, and with the approval of the superintendent, the capital recovery fees for such customers may be paid in increments over a period of not more than 12 months, with interest computed on the unpaid balance at the statutory rate as set forth in state law.

(2) If the applicant chooses this extended payment option, the applicant shall, as a condition of tap sale, sign and file with the city clerk, and consent to the recordation of, a "notice of capital recovery fee due", which shall be recorded as a lien against the subject property. The city shall release the lien held only upon payment in full of the capital recovery fees and any late penalties and applicable interest.

(3) Late payments shall subject the applicant to a penalty of ten percent of the amount due and additional interest in addition to all other remedies available to the city as lien holder.

(d) Upon the request of an applicant, the city may, at its sole discretion, determine that lump sum payment by a fee payer would result in undue economic hardship and may enter into a payment agreement subject to the provisions below and according to guidelines established by the city, as amended from time to time.

(1) At the request of the applicant, and with the approval of the superintendent, the capital recovery fees for customers may be paid in increments over a period of not more than 12 months, with interest computed on the unpaid balance at the statutory rate as set forth in state law.

(2) If the applicant chooses this extended payment option, the applicant shall, as a condition of tap sale, sign and file with the city clerk, and consent to the recordation of, a "notice of capital recovery fee due", which shall be recorded as a lien against the subject property. The city shall release the lien held only upon payment in full of the capital recovery fees and any late penalties and applicable interest.

(3) Late payments shall subject the applicant to a penalty of ten percent of the amount due and additional interest in addition to all other remedies available to the city as lien holder.

(4) Customer hardship cases, at the discretion of the superintendent, may be assisted with a financial assistance plan not to exceed 12 months with a ten percent administrative fee for handling the paperwork.

(e) It shall be the policy of the city to attempt to revise any contracts which might exist with wholesale customers, or which in the future may be entered into for wholesale service, in such a manner that capital recovery fees are collected from the wholesale customer according to the number of LUE's attributable to each retail meter for new development within the wholesale customer's service area.

(Code 1976, § 19-118; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-152. Offsets and credits against capital recovery fees.

(a) The city shall offset the present value of any system-related facilities, pursuant to rules established in this section, and which have been dedicated to and have been received by the city, including the value of rights-of-way or capital improvements constructed pursuant to an agreement with the city, against the amount of the capital recovery fee due for that category of capital improvement due from the contribution.

(b) The city shall credit capital recovery and pro rata fees which have been paid pursuant to this chapter of the city Code prior to the effective date of this article, and during the period following adoption of this article, against the amount of a capital recovery fee due for that category of capital improvement, subject to guidelines established by the city.

(c) All offsets and credits against capital recovery fees shall be subject to the following limitations and shall be granted based on this article and additional standards promulgated by the city, which may be adopted as administrative guidelines.

  (1) No offset credit shall be given for the dedication or construction of site-related facilities.

  (2) The unit costs used to calculate the offsets shall not exceed those assumed for the capital improvements included in the capital improvements program for the category of facility within the service area for which the capital recovery fee is imposed.

  (3) If an offset or credit applicable to a plat has not been exhausted within ten years from the date of the acquisition of the first building permit issued or connection made after the effective date of this article or within such period as may be otherwise designated by contract, such offset or credit shall lapse.

  (4) In no event will the city reimburse the property owner or developer for an offset or credit when no capital recovery fees for the new development can be collected pursuant to this article or for any amount exceeding the total capital recovery fees due for the development for that category of capital improvement, unless otherwise agreed to by the city.

(d) An applicant for new development must apply for an offset or credit against capital recovery fees due for the development either at the time of application for final plat recordation or at the time of building permit application (for properties within the corporate boundaries) or at the time of tap purchase (for properties outside the corporate boundaries), unless the city agrees to a different time. The applicant shall file a petition for offsets or credits with the city.

(e) The available offset credit associated with the plat shall be applied against a capital recovery fee at time of the first fee payment for properties within that plat in the following manner:

  (1) Such offset or credit shall be prorated equally among all living units equivalent within the development, as calculated in section 90-147 of this article, and remain applicable to such LUE's, to be applied at the time of filing and acceptance of an application for a building permit (or at the time of tap purchase for properties outside the corporate boundaries) against capital recovery fees due.

  (2) If the total number of LUE's used by the city in the original offset or credit calculation described in subsection (1) is eventually exceeded by the number of total LUE's realized by the actual development, the city may, at its sole discretion, collect the full capital recovery fee exclusive of any associated offsets or credits for the excess LUE's.

  (3) At its sole discretion, the city may authorize alternative credit or offset agreements upon petition by the owner.

(Code 1976, § 19-119; Ord. No. 21-F-47, § 1(Exh. A), 12-7-2021)

Sec. 90-153. Establishment of accounts.

(a) The city finance department shall establish separate interest-bearing accounts in a bank authorized to receive deposits of city funds, for each major category of capital facility for which a capital recovery fee is imposed pursuant to this article.

(b) Interest earned by each account shall be credited to that account and shall be used solely for the purposes specified for funds authorized in section 90-154 of this article.

(c) The city's finance department shall establish adequate financial and accounting controls to ensure that capital recovery fees disbursed from the account are utilized solely for the purposes authorized in section 90-154 of this article. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article; provided, however, that any capital recovery fee paid to the city shall be expended within a reasonable period of time, but not to exceed ten years from the date the fee is deposited into the account.

(d) The city finance department shall maintain and keep adequate financial records for each account, which shall show the source and disbursement of all revenues, which shall account for all monies received, and which shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provision of projects specified in the capital improvements program as system-related capital projects. The city finance department shall also maintain such records as are necessary to ensure that refunds are appropriately made under the provision in section 90-156 of this article.

(Code 1976, § 19-120)

Sec. 90-154. Use of proceeds of capital recovery fee accounts.

(a) The capital recovery fees collected pursuant to this article may be used to finance or to recoup capital construction costs of service. Capital recovery fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements or facilities expansions.

(b) Capital recovery fees collected pursuant to this article shall not be used to pay for any of the following expenses:

  (1) Construction, acquisition or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements program;

  (2) Repair, operation, or maintenance of existing or new capital improvements or facilities expansions;

  (3) Upgrading, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;

  (4) Upgrading, expanding or replacing existing capital improvements to provide better service to existing development; provided, however, that capital recovery fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or

  (5) Administrative and operating costs of the city.

(Code 1976, § 19-121; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-155. Appeals.

(a) The property owner or applicant for new development may appeal the following decisions to the superintendent:

(1) The applicability of a capital recovery fee to the development;

(2) The amount of the capital recovery fee due;

(3) The application of an offset or credit against a capital recovery fee due;

(4) The amount of the refund due, if any.

(b) The burden of proof shall be on the appellant to demonstrate that the amount of the capital recovery fee or the amount of the offset or credit was not calculated according to the applicable capital recovery fee schedule or the guidelines established from determining offsets and credits.

(c) The appellant may appeal the decision of the superintendent, in writing, to the city manager. If the appeal is accompanied by a bond or other sufficient surety satisfactory to the city manager in an amount equal to the original determination of the capital recovery fee due, the development application or tap purchase may be processed while the appeal is pending.

(Code 1976, § 19-122; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-156. Refunds.

(a) Any capital recovery fee or portion thereof collected pursuant to this article which has not been expended within ten years from the date of payment, shall be refunded, upon written application therefore by the record owner of the property at the time the refund is paid. If the capital recovery fee was paid by another governmental entity, such refund shall also include interest calculated from the date of collection to the date of refund at the statutory rate as set forth in article 1.03, title 79, (article 5069-1.03, Texas Revised Civil Statutes Annotated, as amended)(Vernon's Ann. Civ. St. art. 5069-1.03), or any successor on the amount of the capital recovery fee.

(b) If a refund is due pursuant to subsection (a) of this section, the refund of unexpended fee payments, including interest from the date of payment, shall be made to the current record owner or governmental entity.

(c) Upon completion of all the capital improvements or facilities expansions identified in the capital improvements program upon which the fee was based, the city shall recalculate the maximum fee per service unit using the actual costs for the improvements or expansions. If the maximum fee per service unit based on actual cost is less than the fee per service unit paid, the city shall refund the difference, if such difference exceeds the fee paid by more than ten percent. The refund to the record owner or governmental entity shall be calculated by multiplying such difference by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

(d) Upon the request of an owner of the property on which a capital recovery fee has been paid, the city shall refund such fees if:

(1) Existing service is available and service is denied; or

(2) Service was not available when the fee was collected and the city has failed to commence construction of facilities to provide service within two years of fee payment; or

(3) Service was not available when the fee was collected and has not subsequently been made available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in any event later than five years from the date of fee payment.

(e) The city shall refund an appropriate proportion of capital recovery fee payments in the event that a previously purchased water meter is replaced with a smaller meter, based on the LUE differential of the two meter sizes and the per-LUE fee at the time of the original fee payment, and if capital recovery fees have not been expended in support of the previous meter, less an administrative charge of $50.00.

(f) Petition for refunds shall be submitted to the superintendent on a form provided by the city for such purpose. Within one month of the date of receipt of a petition for refund, the superintendent must provide the petitioner, in writing, with a decision on the refund request, including the reasons for the decision. If a refund is due to the petitioner, the superintendent shall notify the city treasurer and request that a refund payment be made to the petitioner. The petitioner may appeal the determination to the city council, as set forth in section 90-155 of this article.

(Code 1976, § 19-123; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-157. Updates to plan and revision of fees.

The city shall review the land use assumptions and capital improvements program for water and wastewater facilities at least every five years, the first five-year period which shall commence from the date of the adoption of the capital improvements program referenced herein. The city council shall accordingly then make a determination of whether changes to the land use assumptions, capital improvements program or capital recovery fees are needed and shall, in accordance with the procedures set forth in the act, either update the fees or make a determination that no update is necessary.

(Code 1976, § 19-124)

Sec. 90-158. Reserved.

Editor's note(s)—Ord. No. 21-F-30, § 1(Exh. A), adopted August 10, 2021, repealed § 90-158 which pertained to the functions of the advisory committee and derived from 1976 Code § 19-125.

Sec. 90-159. Agreement for capital improvements.

(a) The city council may approve the owner of a new development to construct or finance some of the public improvements identified in the CIP. In the case of such approval, the property owner must enter into an agreement with the city prior to fee collection. The agreement shall be on a form approved by the city, and shall establish the estimated cost of improvement, the schedule for initiation and completion of the improvement, a requirement that the improvement shall be completed to city standards, and any other terms and conditions the city deems necessary. The superintendent shall review the improvement plan, verify costs and time schedules, determine the amount of the applicable credit for such improvement to be applied to the otherwise applicable capital recovery fee before submitting the proposed agreement to council for approval.

(b) The city and such owner either may agree that the costs incurred or funds advanced will be credited against the capital recovery fees otherwise due from the new development, or they may agree that the city shall reimburse the owner for such costs from capital recovery fees paid from other new developments which will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plats.

(Code 1976, § 19-126)

Sec. 90-160. Use of other financing mechanisms.

(a) The city may, at its sole discretion, finance water and wastewater capital improvements of facilities expansions designated in the capital improvements program through the issuance of bonds or other obligations, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of capital recovery fees.

(b) Except as herein otherwise provided, the assessment and collection of a capital recovery fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.

(c) The council may decide that the city shall pay all or part of capital recovery fee due for a new development taking into account available offsets and credits pursuant to duly adopted criteria.

(Code 1976, § 19-127)

Sec. 90-161. Capital recovery fees as additional and supplemental regulation.

(a) Capital recovery fees established by this article are additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits or the sale of water or wastewater taps or the issuance of certificates of occupancy. Such fees are intended to be consistent with and to further the policies of city's comprehensive plan, capital improvements program, zoning ordinance, subdivision regulations and other city policies, ordinances and resolutions by which the city seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

(b) This article shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations of the city, which shall be operative and remain in full force and effect without limitation with respect to all such development.

(Code 1976, § 19-128)

Sec. 90-162. Relief procedures.

Any person who has paid a capital recovery fee or an owner of land upon which a capital recovery fee has been paid may petition the city manager to determine whether any duty required by this article has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within 60 days of the request. If the city manager determines that the duty is required pursuant to this article and is late in being performed, he shall cause the duty to commence within 60 days of the date of the request and to continue until completion.

(Code 1976, § 19-129; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Secs. 90-163—90-192. Reserved.

DIVISION 2. WATER FACILITIES FEES

Sec. 90-193. Water service area.

(a) There is hereby established a water service area as shown on the service area map which has been adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update and incorporated herein by reference.

(b) The boundaries of the water service area may be amended from time to time, and new water service areas may be delineated, pursuant to the procedures in section 90-145 of this article.

(Code 1976, § 19-139)

Sec. 90-194. Water improvement plan.

(a) The water capital improvement plan for the city which has been adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update is hereby adopted and incorporated by reference herein.

(b) The water improvement plan may be amended from time to time, pursuant to the procedures set forth in the act.

(Code 1976, § 19-140)

Sec. 90-195. Water facilities fees.

(a) The maximum capital recovery fees per service unit for water facilities adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update are hereby adopted and made a part hereof by reference.

(b) The capital recovery fees per service unit for water facilities are hereby adopted by reference and incorporated hereto and may be amended from time to time, pursuant to the procedures in section 90-148 of this article.

(Code 1976, § 19-141)

Secs. 90-196—90-213. Reserved.

DIVISION 3. WASTEWATER FACILITIES FEES

Sec. 90-214. Wastewater service area.

(a) There is hereby established a wastewater service area as shown on the service area map which has been adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update and incorporated herein by reference.

(b) The boundaries of the wastewater service area may be amended from time to time, and new water service areas may be delineated, pursuant to the procedures in section 90-145.

(Code 1976, § 19-151)

Sec. 90-215. Wastewater improvement plan.

(a) The wastewater capital improvement plan for the city which has been adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update is hereby adopted by reference.

(b) The wastewater improvement plan may be amended from time to time, pursuant to the procedures set forth in the act.

(Code 1976, § 19-152)

Sec. 90-216. Wastewater facilities fees.

(a) The maximum capital recovery fees per service unit for wastewater facilities adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update are hereby adopted and made a part hereof by reference.

(b) The capital recovery fees per service unit for wastewater facilities are hereby adopted by reference and may be amended from time to time, pursuant to the procedures in section 90-148 of this article.

(c) The provisions of this article shall be liberally construed to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety, and welfare. Any member of the council or any city official or employee charged with the enforcement of this article, acting for the city in the discharge of his duties, shall not thereby render himself personally liable and is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

(Code 1976, § 19-153)

EXHIBT “C”

Fee Schedule Related to Water and Wastewater Capital Recovery Impact Fees

ORDINANCE 25-F-017 EXHIBIT "C"
City of Schertz
Schedule of Fees

Capital Recovery Impact Fees				2024-25
		LUEs		
Meter Size	Meter Type	Water		
5/8"	MULTI-JET	1.0	$	2,934.00
3/4"	MULTI-JET	1.5	$	4,401.00
1"	MULTI-JET	2.5	$	7,335.00
2"	ULTRASONIC	10.0	$	29,340.00
3"	ULTRASONIC	24.0	$	70,416.00
4"	ULTRASONIC	42.0	$	123,228.00
6"	ULTRASONIC	92.0	$	269,928.00
8"	ULTRASONIC	80.0	$	234,720.00
10"	ULTRASONIC	250.0	$	733,500.00
12"	ULTRASONIC	330.0	$	968,220.00

SEWER COLLECTION IMPACT FEE

*Collection Impact Fee Per Living Unit Equivalent (LUE) $ 1,668.00

*Sewer based on LUE: LUE = 245 gallons per day
These are only City of Schertz impact fees.

Other Utility Impact Fees
Cibolo Creek Municipal Authority (CCMA)
South Basin Impact Fee Per LUE: $ 2,200.00
North Basin Impact Fee Per LUE: $ 2,300.00

*Sewer based on LUE: LUE = 155 gallons per day
These are only CCMA impact fees.

Schertz Seguin Local Government Corporation (SSLGC)

Meter Size	Meter Type			
5/8"	SIMPLE	1.0	$	1,607.24
3/4"	SIMPLE	1.5	$	2,410.86
1"	SIMPLE	2.5	$	4,018.10
1.5"	SIMPLE	5.0	$	8,036.20
2"	SIMPLE	8.0	$	12,857.92
2"	COMPOUND	8.0	$	12,857.92
2"	TURBINE	10.0	$	16,072.40
3"	COMPOUND	16.0	$	25,715.84
3"	TURBINE	24.0	$	38,573.76
4"	COMPOUND	25.0	$	40,181.00
4"	TURBINE	42.0	$	67,504.08
6"	COMPOUND	50.0	$	80,362.00
6"	TURBINE	92.0	$	147,866.08
8"	COMPOUND	80.0	$	128,579.20
9"	TURBINE	160.0	$	257,158.40
10"	COMPOUND	115.0	$	184,832.60
10"	TURBINE	250.0	$	401,810.00
12"	TURBINE	330.0	$	530,389.20

ROADWAY IMAPACT FEE

Residential Home through 3/26/2021	$	2,696.00
Residential Home between 3/27/2021 and 3/26/2022	$	3,033.00
Residential Home after 3/26/2022	$	3,370.00

City of Schertz
Schedule of Fees

Capital Recovery Impact Fees	2024-25

City of Schertz Water and Wastewater

Water Meter Size	Water Meter Type	Continuous Duty Flow Rate (gpm)	LUEs (apply to both Water and Wastewater)
5/8”	Multi-jet	15	1.0
3/4”	Multi-jet	20	1.3
1”	Multi-jet	30	2.0
2”	Ultrasonic	250	16.7
3”	Ultrasonic	500	33.3
4”	Ultrasonic	1,000	66.7
6”	Ultrasonic	1,600	106.7
8”	Ultrasonic	2,800	186.7
10”	Ultrasonic	5,500	366.7
12”	Ultrasonic	5,500	366.7

Plats Recorded on or after June 1, 2025

City of Schertz Water Capital Recovery Fee per LUE = **$8,814**

City of Schertz Wastewater Capital Recovery Fee per LUE = **$5,556**

Phase-in of Fee Increase:

Complete Building Permit Application June 1, 2025 through June 30, 2025	Water Fee per LUE	$2,934
	Wastewater Fee per LUE	$1,669
Complete Building Permit Application on or after July 1, 2025	Water Fee per LUE	$8,814
	Wastewater Fee per LUE	$5,556

Plats Recorded between December 20, 2011 and May 31, 2025

City of Schertz Water Capital Recovery Fee per LUE = **$2,934**

City of Schertz Wastewater Capital Recovery Fee per LUE = **$1,668**

Plats Recorded between July 18, 2006 and December 19, 2011

City of Schertz Water Capital Recovery Fee per LUE = **$3,616**

City of Schertz Wastewater Capital Recovery Fee per LUE = **$1,364**

Plats Recorded between October 1, 2002 and July 17, 2006

City of Schertz Water Capital Recovery Fee per LUE = **$1,255.60**

City of Schertz Wastewater Capital Recovery Fee per LUE = **$809.34**

Plats Recorded between June 17, 1996, and September 30, 2002

City of Schertz Water Capital Recovery Fee per LUE = **$750**

City of Schertz Wastewater Capital Recovery Fee per LUE = **$315**

Plats Recorded between May 15, 1990 and June 16, 1996

City of Schertz Water Capital Recovery Fee per LUE = **$550**

City of Schertz Wastewater Capital Recovery Fee per LUE = **$150**

Plats Recorded before May 15, 1990

See Ordinance 84-F-23

<u>Other Utility Impact Fees</u>

Schertz Seguin Local Government Corporation (SSLGC) Water

Water Meter Size	Water Meter Type	LUEs (apply to Water only)
5/8”	Simple	1.0
3/4”	Simple	1.5
1”	Simple	2.5
2”	Simple	8.0
2”	Compound	8.0
2”	Turbine	10.0
3”	Compound	16.0
3”	Turbine	24.0
4”	Compound	25.0
4”	Turbine	42.0
6”	Compound	50.0
6”	Turbine	92.0
8”	Compound	80.0
10”	Compound	115.0
10”	Turbine	250.0
12”	Turbine	330.0

Plats Recorded on or after August 16, 2018

SSLGC Impact Fee per LUE = **$1,607.24**

Plats Recorded between June 20, 2013 and August 15, 2018

SSLGC Impact Fee per LUE = **$1,306.00**

Plats Recorded on or before June 19, 2013

SSLGC Impact Fee per LUE = **$1,262.00**

Cibolo Creek Municipal Authority (CCMA) Wastewater

1 LUE = 155 gallons per day

Plats Recorded on or after July 13, 2023

CCMA South Zone Fee per LUE = **$2,200**

CCMA North Zone Fee per LUE = **$2,300**

Plats Recorded between April 13, 2017, and July 12, 2013

CCMA South Zone Impact Fee per LUE = **$1,411**

CCMA North Zone Impact Fee per LUE = **$1,800**

Plats Recorded between July 12, 2007, and April 12, 2017

CCMA Impact Fee per LUE = **$1,800**

Plats Recorded between September 10, 1992, and July 11, 2007

CCMA Impact Fee per LUE = **$1,411**

Plats Recorded before September 10, 1992

CCMA Impact Fee per LUE = **$500.00**

ORDINANCE NO 84-F-23

AN ORDINANCE

BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS ESTABLISHING CAPITAL RECOVERY FEES FOR WATER SERVICE, FOR ALL NEW CONSTRUCTION IN THE CITY'S WATER SERVICE AREA; DESIGNATING USAGE FOR SUCH FEES AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Schertz Water System is capable of adequately providing service to the current customers of the system; and

WHEREAS, there is a need to provide for capital improvements to the system to insure adequate service for new customers, and

WHEREAS, there is an expressed desire that new developments and projects pay for the costs associated with providing water services to these new developments and projects; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ TEXAS;

I

THAT there is hereby established an eight hundred dollar ($800.00) base capital recovery fee on all new residential, commercial, office and industrial units in the City of Schertz and Schertz water service area. Each individual apartment, mobile home, manufactured home, town house, duplex or similar residential structure shall constitute a separate unit.

a. The $800 base fee established herein shall be increased or decreased for single family detached residences or townhouses/garden homes in accordance with the below schedule:

a. Square feet of floor area — Fee

Square feet of floor area	Fee
2201 or more	$800
2001 - 2200	$700
1801 - 2000	$600
1601 - 1800	$500
1401 - 1600	$400
1201 - 1400	$300
1200 - below	$200

Square footage excludes garages and carports.

b. Multi-Family Residence/ Condos/Apartments	$175 x number of units (includes accessory uses e.g. laundry room, commu-ity room,etc)
c. Hotels/motels	
1. No kitchenettes in rooms	$125 x number of rooms
2. Kitchenettes in rooms	$150 x number of rooms
d. Mobile Homes	
Mobile Home Park	$125 x number of spaces (includes accessory uses e.g laundry room, commuity center,etc.)
Mobile homes located in mobile home subdivisions or located on individual lots	Same as a. above.
e. Hospitals/Nursing Homes	$100 x number of beds

f. All other commercial and industrial fees will be based on water meter sizes as follows:

Meter Size	Fee
5/8"	1 x $800
3/4"	1.5 x $800
1"	2.5 x $800
1-1/2"	5 x $800
2"	8 x $800
4"	25 x $800
6"	80 x $800
8"	140 x $800
10"	220 x $800
12"	270 x $800

g. Remodeling or additons:

1. No fee if no plumbing permit is required; or

2. The addition or remodeling is for accessory use.

3. A $100 fee will be charged where additions contain additional separate kitchen facilities that require a plumbing permit.

4. A $50 fee will be charged where additions contain additional separate bathroom facilities that require a plumbing permit.

5. When, in the opinion of the City Manager or his designated staff member, a new structure, remodeling or addition is not included within the above categories, after review of the project,a determination will be made as to fees to be charged for the project.

II

The Capitol Recovery Fees herein established will be assessed to all new units that have received final plat approval prior to the effective date of this ordinance on the following basis:

Time of application for Tap Permit	% of Fee
Effective date of ordinance to 6 months thereafter	0%
6 months to 12 months thereafter	25%
12 months to 18 months thereafter	50%
18 months to 24 months thereafter	75%
24 months thereafter	100%

III

The Capital Recovery Fees established by this ordinance will be decreased by the amount of any subsequent user fee paid for construction of major capital improvements of a type approved for funding by the Water Capital Improvements Program.

IV

All Capital Recovery Fees shall be due and payable in full at the time that sewer connection fees and building permit fees are paid.

V

No such capital recovery fee shall be collected by the City until a final plat for the development has been approved by the City.

VI

The capital recovery fees will be placed in a separate fund established solely for capital improvements to the water system and costs directly associated with such improvements. All interest income on such fund shall remain in the capital improvement account to be used as established herein. Capital improvements financed with this fund will be projects approved by the City Council. Ownership of such improvements shall remain with the City.

VII

An applicant has the right of appeal to the city Council by delivery of written notice to the City Manager establishing grounds for appeal.

Such appeal shall be heard by the City Council at its next regularly scheduled meeting subject to Article 6252-17, Vernon's Annotated Civil Statutes, notice requirements. The City Council after hearing the appeal shall have the authority to approve or deny the appeal.

VIII

The payment and collection of the fee established by this ordinance shall in no way obligate the City of Schertz to provide any specific water service and shall in no way guarantee any specific level or quality of service.

IX

Capital Recovery Fees established herein are effective November 1, 1984.

APPROVED on first reading the 2 day of Oct, 19 84.

PASSED, APPROVED AND ADOPTED this the 16 day of Oct, 19 84.

Earl W Sawyer
Mayor, City of Schertz, Texas

ATTEST:

June G Krause
City Secretary, City of Schertz

(SEAL OF CITY)

Square feet of floor area	Fee
2201 or more	$800
2001 - 2200	$700
1801 - 2000	$600
1601 - 1800	$500
1401 - 1600	$400
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Square footage excludes garages and carports.

b. Multi-Family Residence/ Condos/Apartments — $175 x number of units (includes accessory uses e.g. laundry room, commu-ity room,etc)

c. Hotels/motels

1. No kitchenettes in rooms — $125 x number of rooms

2. Kitchenettes in rooms — $150 x number of rooms

d. Mobile Homes

Mobile Home Park — $125 x number of spaces (includes accessory uses e.g laundry room, commuity center,etc.)

Mobile homes located in mobile home subdivisions or located on individual lots — $200

e. Hospitals/Nursing Homes — $100 x number of beds

f. All other commercial and industrial fees will be based on water meter sizes as follows:

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ARTICLE V. WATER AND WASTEWATER CAPITAL RECOVERY FEES[1]

DIVISION 1. GENERALLY

Sec. 90-139. Short title.

This article shall be known and cited as the Water and Wastewater Capital Recovery Fees Article.

(Code 1976, § 19-106)

Sec. 90-140. Intent.

This article is intended to impose water and wastewater capital recovery fees, as established in this article, in order to finance public facilities, the demand for which is generated by new development in the designated service area.

(Code 1976, § 19-107)

Sec. 90-141. Authority.

The city is authorized to enact this article by its charter and chapter 395, as amended, the Local Government Code, (Senate Bill 336 enacted by the 70th Texas Legislature) and its successors, which authorize home rule cities, among others, to enact or impose impact fees (Capital Recovery Fees) on land within their corporate boundaries or extraterritorial jurisdictions, and on persons with whom they have a water or wastewater service contract, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development. The provisions of this article shall not be construed to limit the power of the city to adopt this article pursuant to any other source of local authority, nor to utilize any other methods or powers otherwise available for accomplishing the purposes set forth herein, either in substitution of or in conjunction with this article. Guidelines may be developed by resolution or otherwise to implement and administer this article.

(Code 1976, § 19-108)

Sec. 90-142. Definitions.

As applied in this article, the following words and terms shall have the same meaning and definition as contained in Texas Local Government Code Section 395.001, as amended (the "act").

Assessment means the determination of the amount of the maximum capital recovery fee per service unit which can be imposed on new development pursuant to this article.

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[1]State law reference(s)—Financing capital improvements by local governments, Tex. Local Government Code, § 395.001 et seq.; permissible impact fee includes capital recovery fees, Tex. Local Government Code, § 395.001(4).

Building permit is an official approval issued by the city for the construction, repair, alteration, demolition, or occupancy to a building or structure.

Capital construction cost of service means costs of constructing capital improvements or facility expansions, including and limited to the construction contract price, surveying and engineering fees, project management fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees) and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements program who is not an employee of the city.

Capital improvement means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision: water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, whether or not they are located within the service area.

Capital improvements advisory committee (advisory committee) means an advisory committee, consisting of the planning and zoning commission, including one regular or ad hoc member who is not an employee of the city and is a representative of the real estate, development, or building industries, and including one member representing the extraterritorial jurisdiction of the city if fees are to be assessed in the extraterritorial jurisdiction; which committee is appointed to regularly review and update the capital improvements program in accordance with the requirements and functions described in the act.

Capital improvements program (CIP) means a plan which identifies water and wastewater capital improvements or facility expansions pursuant to which capital recovery fees may be assessed.

Capital recovery fee means an impact fee for water or wastewater facilities as defined herein.

City means City of Schertz.

City council (council) means governing body of the City of Schertz.

Commercial development means all development which is neither residential nor industrial.

Comprehensive plan (master plan) means the comprehensive long-range plan, adopted by the city council, which is intended to guide the growth and development of the city which includes analysis, recommendations and proposals for the city regarding such topics as population, economy, housing, transportation, community facilities and land use.

Duplex means a structure on a single lot designed to accommodate two dwelling units, as authorized under the city's zoning regulations.

Existing development means all property within the service area which has a water or wastewater connection.

Facility expansion means the expansion of the capacity of an existing facility which serves the same function as an otherwise necessary new capital improvement in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

Final plat is a map or drawing of specific land showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys and easements drawn to scale. This process requires final approval by the city planning and zoning commission or city council and is recorded with the office of the county clerk of the county (s) in which the parcel is located. For the purposes of this article, a minor plat is equivalent to a final plat.

Fourplex means a structure on a single lot designed to accommodate four dwelling units, as authorized under the city's zoning regulations.

Industrial development means development which will be assigned to the industrial customer class of the water or wastewater utilities; generally development in which goods are manufactured, or development which is ancillary to such manufacturing activity.

Impact fee means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(1) Dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(2) Dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(3) Lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(4) Other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

Land use assumptions means a description of the service area, and projections of changes in land uses, densities, intensities, and population in the service area over at least a ten-year period, adopted by the city, as may be amended from time to time, upon which the capital improvement program is based.

Living Unit Equivalent (LUE) means basis for establishing equivalency among and within various customer classes based upon the relationship of the continuous duty maximum flow rate in gallons per minute for a water meter of a given size and type compared to the continuous duty maximum flow rate in gallons per minute for a five-eighths-inch diameter ~~simple~~ multi-jet water meter, using American Water Works Association C70~~0~~8~~-C703~~ standards. LUE'S for water meters are as follows:

METER SIZE AND TYPE	LUE'S
~~⅝" Simple~~ 5/8” Multi-Jet	1.0
~~¾" Simple~~3/4” Multi-Jet	1.3~~1.5~~
~~1" Simple~~ 1” Multi-Jet	~~2.5~~2.0
~~1½" Simple~~2” Ultrasonic	~~5.0~~16.7
~~2" Simple~~3” Ultrasonic	~~8.0~~33.3
~~2" Compound~~4” Ultrasonic	~~8.0~~66.7
~~2" Turbine~~6” Ultrasonic	~~10.0~~106.7
~~3" Compound~~8” Ultrasonic	~~16.0~~186.7
~~3" Turbine~~10” Ultrasonic	~~24.0~~366.7
~~4" Compound~~12” Ultrasonic	~~25.0~~366.7
~~4" Turbine~~	~~42.0~~
~~6" Compound~~	~~50.0~~
~~6" Turbine~~	~~92.0~~
~~8" Compound~~	~~80.0~~
~~8" Turbine~~	~~160.0~~
~~10" Compound~~	~~115.0~~
~~10" Turbine~~	~~250.0~~
~~12" Turbine~~	~~330.0~~

New development means subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units or requires the purchase of a new water or wastewater service. New development includes the sale of water or wastewater taps resulting from the conversion of an individual well, or septic or other individual waste disposal system, to the city's water or wastewater utility.

Offset means the amount of the reduction of a capital recovery fee designed to fairly reflect the value of system-related facilities, pursuant to rules herein established or administrative guidelines, provided and funded by a developer pursuant to the city's subdivision regulations or requirements.

Residential development means a lot developed for use and occupancy as a single-family residence, two-family, or multi-family residential.

Service area means an area within the corporate boundaries and within the extraterritorial jurisdiction of the city as defined by the Municipal Annexation Act, Texas Local Government Code Chapter 43, as amended, to be served by the water and wastewater capital improvements or facilities, expansions specified in the capital improvements program applicable to the service area.

Service unit means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous ten years, expressed in living units equivalent (LUEs)

Single-family residential means single-family dwelling unit(s), as authorized under the city's zoning regulations.

Site-related facility means the improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of water or wastewater facilities to serve the new development, and which is not included in the capital improvements program, and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.

Superintendent means the superintendent of the city water and wastewater utilities. For purposes of this chapter, in the absence of the superintendent, the ~~d~~Director of ~~p~~Public ~~w~~Works' designee will have authority.

System-related facility means a capital improvement or facility expansion identified in the capital improvements plan and which is not a site-related facility. A system-related facility may include a capital improvement which is located offsite, within or on the perimeter of the development site.

Tap purchase means the filing with the city of a written application for a water or wastewater service connection water or wastewater existing lines or mains or the acceptance of applicable fees by the city for the connection or service. The term "tap purchase" shall not be applicable to a master water meter or master wastewater connection purchased from the city by a wholesale customer such as a water district, political subdivision of the state, or other wholesale utility customer; nor shall it be applicable to a meter purchased for and exclusively dedicated to fire protection.

Wastewater facility means an improvement for providing wastewater service, including but not limited to, land easements, treatment facilities, lift stations, or interceptor mains. Wastewater facility excludes wastewater lines or mains which are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities and which are maintained in dedicated trusts. Wastewater facilities also exclude dedication of on-site wastewater collection facilities required by valid ordinances of the city and necessitated by and attributable to the new development.

Wastewater facility expansion means the expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing wastewater facility to serve existing development.

Wastewater improvements plan means the portion(s) of the CIP, as may be amended from time to time, which identifies the wastewater facilities or wastewater expansions and their associated costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten years, and which are to be financed in whole or in part through the imposition of wastewater facilities fees pursuant to this article.

Water facility means an improvement for providing water service, including, but not limited to, land or easements, water supply facilities, treatment facilities, pumping facilities, storage facilities, or transmission mains. The definition of water facility excludes:

(1) Water lines or mains which are constructed by developers, the costs of which are reimbursed from charges paid by subsequent users of the facilities and which are maintained in dedicated trusts; and

(2) The dedication of right-of-way or easements or construction or dedication of on-site water distribution facilities required by valid ordinances of the city and necessitated by and attributable to the new development.

Water facility expansion means expansion of the capacity of any existing water improvement for the purpose of serving new development, not including the repair, maintenance, modernization or expansion of an existing water facility to serve existing development.

Water improvements plan means portion of the CIP, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, and for a period not to exceed ten years, and which are to be financed in whole or in part through the imposition of water facilities fees pursuant to this article.

Wholesale customers means water or wastewater customers of the city's utilities who purchase utility service at wholesale rates for resale to their retail customers.

(Code 1976, § 19-109; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021; Ord. No. 21-F-47, § 1(Exh. A), 12-7-2021)

Sec. 90-143. Applicability of capital recovery fees.

(a) This article shall be uniformly applicable to new development which occurs within the water and wastewater service areas, except for new development which occurs within the service areas of the city's wholesale customers.

(b) No new development shall be exempt from the assessment of capital recovery fees as defined in this article.

(Code 1976, § 19-110)

Sec. 90-144. Capital recovery fees as conditions of development approval.

No application for new development shall be approved within the city without assessment of capital recovery fees pursuant to this article, and no water and wastewater connection, or service, shall be issued unless the applicant has paid the capital recovery fees imposed by and calculated hereinunder.

(Code 1976, § 19-111; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-145. Establishment of water and wastewater service areas.

(a) The water and wastewater service areas are established as shown on the service area maps which have~~s~~ been adopted by C~~c~~ity C~~c~~ouncil ~~and~~ as part of the 2024 Water and Wastewater Impact Fee Update.~~is on file in public works.~~

(b) The service areas shall be established consistent with any facility service area established in the CIP for each utility. Additions to the service area may be designated by the city council consistent with the procedure set forth in Tex. Local Government Code, ch. 395 and its successors.

(Code 1976, § 19-112; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-146. Reserved.

Editor's note(s)—Ord. No. 21-F-30, § 1(Exh. A), adopted August 10, 2021, repealed § 90-146 which pertained to land use assumptions and derived from 1976 Code § 19-113.

Sec. 90-147. Service units.

(a) *Service units* means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering and planning standards, expressed in LUEs.

(b) Upon application for a building permit (for properties inside the city corporate limits) or upon tap purchase (for properties outside the city corporate limits), service units for the property in question shall be calculated based on living units equivalent as determined by:

(1) The size of the water meter(s) for the development, or alternatively:

(2) If in the judgment of the superintendent such compensation overstates or understates the impact of such new development, the superintendent may calculate the living units equivalent based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous ten years; or alternatively:

(3) If in the judgment of the superintendent such compensation overstates or understates the impact of such new development, the superintendent, at the cost and expense of the applicant, may obtain an engineer's report prepared by a qualified professional engineer licensed to perform such professional engineering services in the state, which demonstrates that the number of LUE's of service for the new development will be different.

(c) If a fire demand meter (tap) is purchased for a property, the meter size utilized to calculate the number of LUE's shall be the dimension of the portion of the fire demand meter which reflects the meter size which would provide only domestic service to the property. Said reduced meter size shall then be utilized to calculate the number of LUE's.

(1) The meter types used to calculate the number of LUE's shall be either simple or compound meters.

(2) To avoid the use of fire flow volumes for calculating domestic usage, the owner of any property for which a fire demand meter is purchased shall be required to execute a restrictive covenant on a form approved by the city attorney, which covenant shall acknowledge the right of the city to assess such capital recovery fees to subsequent owners of the property at the full meter size. Said covenant shall be executed prior to the purchase of the fire demand meter and shall be filed in the deed records of the county.

(d) Upon application for a building permit for lots for which no water meter has been purchased, service units for wastewater for said property shall be established by a professional engineer licensed in the state, retained by the applicant at no cost to the city, and shall be approved by the superintendent.

(e) The city council may revise the service units designation according to the procedure set forth in the act.

(Code 1976, § 19-114; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-148. Capital recovery fees per service unit.

(a) The maximum capital recovery fee per service unit for each service shall be computed by dividing: (i) the growth-related capital construction cost of service for new development, less the amount of any credits against such amount that are attributable to rate or future tax contributions to CIP funding by; (ii) the total number of new service units anticipated to be needed within the service area. The capital construction cost of service and the projected number of new service units shall be based on the land use assumptions for the service area as established as part of the CIP. The maximum capital recovery fees per service unit for each service shall be established by category of capital improvements and shall be set forth in ordinances and exhibits thereto as are adopted from time to time.

(b) Exhibits may be amended by the city council according to the procedure set forth in the act.

(c) Current capital recovery fees for water/wastewater shall be as established from time to time by ordinance and exhibits attached thereto.

(Code 1976, § 19-115; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-149. Assessment of capital recovery fees.

(a) The assessment of the capital recovery fee applicable to such development shall be upon final plat recordation of any subdivision of land or of any new development.

(b) Assessment of the capital recovery fee for any new development shall be made as follows:

(1) For a development which is submitted for approval pursuant to the city's subdivision regulations following the effective date of this article, assessment shall be at the time of final plat recordation, and shall be the amount of the capital recovery fee per service unit then in effect, as set forth in subsection 90-148(a). The city may provide the subdivider with a copy of fees and assessments prior to final plat recordation, but such shall not constitute assessment within the meaning of this article.

(2) For a development which has recorded a final plat prior to the effective date of this article or for which no re-platting is necessary, assessment shall be the capital recovery fee effective at the time of final plat recordation and will be applied upon issuance of building permit (for properties within the corporate boundaries) or upon tap purchase (for properties outside the corporate boundaries). For final plats recorded prior to the initial capital recovery fee adoption, assessment shall be equal to the initial capital recovery fee.

(3) Water demand related solely to fire protection is not subject to assessment of a capital recovery fee. However, if the fire protection capacity of the fire demand meter is routinely utilized for domestic purposes as evidenced by the registration of consumption recorded on the city's meter- reading and billing systems, the current owner of the property, on the date of such determination, shall be assessed the current capital recovery fees for the fire protection capacity which has been converted to domestic capacity by its routine usage as domestic capacity.

(c) Following assessment of the capital recovery fee pursuant to subsection (b), no additional capital recovery fees or increases thereof shall be assessed against that development unless the number of service units increases, as set forth under section 90-147.

(Code 1976, § 19-116; Ord. No. 21-F-47, § 1(Exh. A), 12-7-2021)

Sec. 90-150. Calculation of capital recovery fees.

(a) Upon application for a building permit (for properties within the corporate boundaries of the city) or upon application for a water or wastewater tap (for properties outside the corporate boundaries of the city), the city shall compute the capital recovery fees due from the applicant in the following manner:

(1) The number of LUE's shall be determined by the size of the water meter purchased or by evaluation of the superintendent, or engineering firm, as determined according to section 90-147 of this article.

(2) LUE's shall be summed for all meters purchased for the development.

(3) The total service units shall be multiplied by the appropriate per-unit fee amount determined as set forth in section 90-148 of this article.

(4) Fee credits and offsets shall be subtracted as determined by the process prescribed in section 90-148 of this article.

(b) The amount of capital recovery fee due for a new development shall not exceed an amount computed by multiplying the fee assessed per service unit pursuant to section 90-148 of this article by the number of service units generated by the development.

(Code 1976, § 19-117; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-151. Collection of capital recovery fees.

(a) No building permit shall be issued and no tap shall be purchased or service provided until all capital recovery fees have been paid to the city, or until a "notice of capital recovery fee due" is recorded as provided in this section, except as provided otherwise by contract.

(b) Capital recovery fees shall be collected at the time of building permit issuance (for properties within the corporate boundaries of the city) or at the time of tap purchase (for properties outside the corporate boundaries).

(c) In the event that a water or wastewater tap is sold as the result of a conversion from an individual well, or septic or other individual waste disposal system, the appropriate capital recovery fee shall be collected at the time of tap purchase, except as provided below:

    (1) At the request of the applicant, and with the approval of the superintendent, the capital recovery fees for such customers may be paid in increments over a period of not more than 12 months, with interest computed on the unpaid balance at the statutory rate as set forth in state law.

    (2) If the applicant chooses this extended payment option, the applicant shall, as a condition of tap sale, sign and file with the city clerk, and consent to the recordation of, a "notice of capital recovery fee due", which shall be recorded as a lien against the subject property. The city shall release the lien held only upon payment in full of the capital recovery fees and any late penalties and applicable interest.

    (3) Late payments shall subject the applicant to a penalty of ten percent of the amount due and additional interest in addition to all other remedies available to the city as lien holder.

(d) Upon the request of an applicant, the city may, at its sole discretion, determine that lump sum payment by a fee payer would result in undue economic hardship and may enter into a payment agreement subject to the provisions below and according to guidelines established by the city, as amended from time to time.

    (1) At the request of the applicant, and with the approval of the superintendent, the capital recovery fees for customers may be paid in increments over a period of not more than 12 months, with interest computed on the unpaid balance at the statutory rate as set forth in state law.

    (2) If the applicant chooses this extended payment option, the applicant shall, as a condition of tap sale, sign and file with the city clerk, and consent to the recordation of, a "notice of capital recovery fee due", which shall be recorded as a lien against the subject property. The city shall release the lien held only upon payment in full of the capital recovery fees and any late penalties and applicable interest.

    (3) Late payments shall subject the applicant to a penalty of ten percent of the amount due and additional interest in addition to all other remedies available to the city as lien holder.

    (4) Customer hardship cases, at the discretion of the superintendent, may be assisted with a financial assistance plan not to exceed 12 months with a ten percent administrative fee for handling the paperwork.

(e) It shall be the policy of the city to attempt to revise any contracts which might exist with wholesale customers, or which in the future may be entered into for wholesale service, in such a manner that capital recovery fees are collected from the wholesale customer according to the number of LUE's attributable to each retail meter for new development within the wholesale customer's service area.

(Code 1976, § 19-118; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-152. Offsets and credits against capital recovery fees.

(a) The city shall offset the present value of any system-related facilities, pursuant to rules established in this section, and which have been dedicated to and have been received by the city, including the value of rights-of-way or capital improvements constructed pursuant to an agreement with the city, against the amount of the capital recovery fee due for that category of capital improvement due from the contribution.

(b) The city shall credit capital recovery and pro rata fees which have been paid pursuant to this chapter of the city Code prior to the effective date of this article, and during the period following adoption of this article, against the amount of a capital recovery fee due for that category of capital improvement, subject to guidelines established by the city.

(c) All offsets and credits against capital recovery fees shall be subject to the following limitations and shall be granted based on this article and additional standards promulgated by the city, which may be adopted as administrative guidelines.

  (1) No offset credit shall be given for the dedication or construction of site-related facilities.

  (2) The unit costs used to calculate the offsets shall not exceed those assumed for the capital improvements included in the capital improvements program for the category of facility within the service area for which the capital recovery fee is imposed.

  (3) If an offset or credit applicable to a plat has not been exhausted within ten years from the date of the acquisition of the first building permit issued or connection made after the effective date of this article or within such period as may be otherwise designated by contract, such offset or credit shall lapse.

  (4) In no event will the city reimburse the property owner or developer for an offset or credit when no capital recovery fees for the new development can be collected pursuant to this article or for any amount exceeding the total capital recovery fees due for the development for that category of capital improvement, unless otherwise agreed to by the city.

(d) An applicant for new development must apply for an offset or credit against capital recovery fees due for the development either at the time of application for final plat recordation or at the time of building permit application (for properties within the corporate boundaries) or at the time of tap purchase (for properties outside the corporate boundaries), unless the city agrees to a different time. The applicant shall file a petition for offsets or credits with the city.

(e) The available offset credit associated with the plat shall be applied against a capital recovery fee at time of the first fee payment for properties within that plat in the following manner:

  (1) Such offset or credit shall be prorated equally among all living units equivalent within the development, as calculated in section 90-147 of this article, and remain applicable to such LUE's, to be applied at the time of filing and acceptance of an application for a building permit (or at the time of tap purchase for properties outside the corporate boundaries) against capital recovery fees due.

  (2) If the total number of LUE's used by the city in the original offset or credit calculation described in subsection (1) is eventually exceeded by the number of total LUE's realized by the actual development, the city may, at its sole discretion, collect the full capital recovery fee exclusive of any associated offsets or credits for the excess LUE's.

  (3) At its sole discretion, the city may authorize alternative credit or offset agreements upon petition by the owner.

(Code 1976, § 19-119; Ord. No. 21-F-47, § 1(Exh. A), 12-7-2021)

Sec. 90-153. Establishment of accounts.

(a) The city finance department shall establish separate interest-bearing accounts in a bank authorized to receive deposits of city funds, for each major category of capital facility for which a capital recovery fee is imposed pursuant to this article.

(b) Interest earned by each account shall be credited to that account and shall be used solely for the purposes specified for funds authorized in section 90-154 of this article.

(c) The city's finance department shall establish adequate financial and accounting controls to ensure that capital recovery fees disbursed from the account are utilized solely for the purposes authorized in section 90-154 of this article. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article; provided, however, that any capital recovery fee paid to the city shall be expended within a reasonable period of time, but not to exceed ten years from the date the fee is deposited into the account.

(d) The city finance department shall maintain and keep adequate financial records for each account, which shall show the source and disbursement of all revenues, which shall account for all monies received, and which shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provision of projects specified in the capital improvements program as system-related capital projects. The city finance department shall also maintain such records as are necessary to ensure that refunds are appropriately made under the provision in section 90-156 of this article.

(Code 1976, § 19-120)

Sec. 90-154. Use of proceeds of capital recovery fee accounts.

(a) The capital recovery fees collected pursuant to this article may be used to finance or to recoup capital construction costs of service. Capital recovery fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements or facilities expansions.

(b) Capital recovery fees collected pursuant to this article shall not be used to pay for any of the following expenses:

  (1) Construction, acquisition or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements program;

  (2) Repair, operation, or maintenance of existing or new capital improvements or facilities expansions;

  (3) Upgrading, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;

  (4) Upgrading, expanding or replacing existing capital improvements to provide better service to existing development; provided, however, that capital recovery fees may be used to pay the costs of upgrading, expanding or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or

  (5) Administrative and operating costs of the city.

(Code 1976, § 19-121; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-155. Appeals.

(a) The property owner or applicant for new development may appeal the following decisions to the superintendent:

(1) The applicability of a capital recovery fee to the development;

(2) The amount of the capital recovery fee due;

(3) The application of an offset or credit against a capital recovery fee due;

(4) The amount of the refund due, if any.

(b) The burden of proof shall be on the appellant to demonstrate that the amount of the capital recovery fee or the amount of the offset or credit was not calculated according to the applicable capital recovery fee schedule or the guidelines established from determining offsets and credits.

(c) The appellant may appeal the decision of the superintendent, in writing, to the city manager. If the appeal is accompanied by a bond or other sufficient surety satisfactory to the city manager in an amount equal to the original determination of the capital recovery fee due, the development application or tap purchase may be processed while the appeal is pending.

(Code 1976, § 19-122; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-156. Refunds.

(a) Any capital recovery fee or portion thereof collected pursuant to this article which has not been expended within ten years from the date of payment, shall be refunded, upon written application therefore by the record owner of the property at the time the refund is paid. If the capital recovery fee was paid by another governmental entity, such refund shall also include interest calculated from the date of collection to the date of refund at the statutory rate as set forth in article 1.03, title 79, (article 5069-1.03, Texas Revised Civil Statutes Annotated, as amended)(Vernon's Ann. Civ. St. art. 5069-1.03), or any successor on the amount of the capital recovery fee.

(b) If a refund is due pursuant to subsection (a) of this section, the refund of unexpended fee payments, including interest from the date of payment, shall be made to the current record owner or governmental entity.

(c) Upon completion of all the capital improvements or facilities expansions identified in the capital improvements program upon which the fee was based, the city shall recalculate the maximum fee per service unit using the actual costs for the improvements or expansions. If the maximum fee per service unit based on actual cost is less than the fee per service unit paid, the city shall refund the difference, if such difference exceeds the fee paid by more than ten percent. The refund to the record owner or governmental entity shall be calculated by multiplying such difference by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

(d) Upon the request of an owner of the property on which a capital recovery fee has been paid, the city shall refund such fees if:

(1) Existing service is available and service is denied; or

(2) Service was not available when the fee was collected and the city has failed to commence construction of facilities to provide service within two years of fee payment; or

(3) Service was not available when the fee was collected and has not subsequently been made available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in any event later than five years from the date of fee payment.

(e) The city shall refund an appropriate proportion of capital recovery fee payments in the event that a previously purchased water meter is replaced with a smaller meter, based on the LUE differential of the two meter sizes and the per-LUE fee at the time of the original fee payment, and if capital recovery fees have not been expended in support of the previous meter, less an administrative charge of $50.00.

(f) Petition for refunds shall be submitted to the superintendent on a form provided by the city for such purpose. Within one month of the date of receipt of a petition for refund, the superintendent must provide the petitioner, in writing, with a decision on the refund request, including the reasons for the decision. If a refund is due to the petitioner, the superintendent shall notify the city treasurer and request that a refund payment be made to the petitioner. The petitioner may appeal the determination to the city council, as set forth in section 90-155 of this article.

(Code 1976, § 19-123; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Sec. 90-157. Updates to plan and revision of fees.

The city shall review the land use assumptions and capital improvements program for water and wastewater facilities at least every ~~three~~ five years, the first ~~three~~five ~~Y~~year period which shall commence from the date of the adoption of the capital improvements program referenced herein. The city council shall accordingly then make a determination of whether changes to the land use assumptions, capital improvements program or capital recovery fees are needed and shall, in accordance with the procedures set forth in the act, either update the fees or make a determination that no update is necessary.

(Code 1976, § 19-124)

Sec. 90-158. Reserved.

Editor's note(s)—Ord. No. 21-F-30, § 1(Exh. A), adopted August 10, 2021, repealed § 90-158 which pertained to the functions of the advisory committee and derived from 1976 Code § 19-125.

Sec. 90-159. Agreement for capital improvements.

(a) The city council may approve the owner of a new development to construct or finance some of the public improvements identified in the CIP. In the case of such approval, the property owner must enter into an agreement with the city prior to fee collection. The agreement shall be on a form approved by the city, and shall establish the estimated cost of improvement, the schedule for initiation and completion of the improvement, a requirement that the improvement shall be completed to city standards, and any other terms and conditions the city deems necessary. The superintendent shall review the improvement plan, verify costs and time schedules, determine the amount of the applicable credit for such improvement to be applied to the otherwise applicable capital recovery fee before submitting the proposed agreement to council for approval.

(b) The city and such owner either may agree that the costs incurred or funds advanced will be credited against the capital recovery fees otherwise due from the new development, or they may agree that the city shall reimburse the owner for such costs from capital recovery fees paid from other new developments which will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plats.

(Code 1976, § 19-126)

Sec. 90-160. Use of other financing mechanisms.

(a) The city may, at its sole discretion, finance water and wastewater capital improvements of facilities expansions designated in the capital improvements program through the issuance of bonds or other obligations, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of capital recovery fees.

(b) Except as herein otherwise provided, the assessment and collection of a capital recovery fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.

(c) The council may decide that the city shall pay all or part of capital recovery fee due for a new development taking into account available offsets and credits pursuant to duly adopted criteria.

(Code 1976, § 19-127)

Sec. 90-161. Capital recovery fees as additional and supplemental regulation.

(a) Capital recovery fees established by this article are additional and supplemental to, and not in substitution of, any other requirements imposed by the city on the development of land or the issuance of building permits or the sale of water or wastewater taps or the issuance of certificates of occupancy. Such fees are intended to be consistent with and to further the policies of city's comprehensive plan, capital improvements program, zoning ordinance, subdivision regulations and other city policies, ordinances and resolutions by which the city seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

(b) This article shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations of the city, which shall be operative and remain in full force and effect without limitation with respect to all such development.

(Code 1976, § 19-128)

Sec. 90-162. Relief procedures.

Any person who has paid a capital recovery fee or an owner of land upon which a capital recovery fee has been paid may petition the city manager to determine whether any duty required by this article has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within 60 days of the request. If the city manager determines that the duty is required pursuant to this article and is late in being performed, he shall cause the duty to commence within 60 days of the date of the request and to continue until completion.

(Code 1976, § 19-129; Ord. No. 21-F-30, § 1(Exh. A), 8-10-2021)

Secs. 90-163—90-192. Reserved.

DIVISION 2. WATER FACILITIES FEES

Sec. 90-193. Water service area.

(a) There is hereby established a water service area as shown on the service area map which has been adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update ~~depicted on Exhibit 7 to the ordinance from which this article is derived, attached hereto~~ and incorporated herein by reference.

(b) The boundaries of the water service area may be amended from time to time, and new water service areas may be delineated, pursuant to the procedures in section 90-145 of this article.

(Code 1976, § 19-139)

Sec. 90-194. Water improvement plan.

(a) The water capital improvement plan for the city which has been adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update is hereby adopted and incorporated by reference herein.

(b) The water improvement plan may be amended from time to time, pursuant to the procedures set forth in the act.

(Code 1976, § 19-140)

Sec. 90-195. Water facilities fees.

(a) The maximum capital recovery fees per service unit for water facilities adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update are hereby adopted and ~~incorporated in Exhibit 9 to the ordinance from which this article is derived attached hereto and~~ made a part hereof by reference.

(b) The capital recovery fees per service unit for water facilities are hereby adopted by reference and incorporated hereto and may be amended ~~form~~ from time to time, pursuant to the procedures in section 90-148 of this article.

(Code 1976, § 19-141)

Secs. 90-196—90-213. Reserved.

DIVISION 3. WASTEWATER FACILITIES FEES

Sec. 90-214. Wastewater service area.

(a) There is hereby established a wastewater service area as shown on the service area map which has been adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update ~~depicted on Exhibit 7 to the ordinance from which this article is derived, attached hereto~~ and incorporated herein by reference.

(b) The boundaries of the wastewater service area may be amended from time to time, and new water service areas may be delineated, pursuant to the procedures in section 90-145.

(Code 1976, § 19-151)

Sec. 90-215. Wastewater improvement plan.

(a) The wastewater capital improvement plan for the city which has been adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update is hereby adopted by reference.

(b) The wastewater improvement plan may be amended from time to time, pursuant to the procedures set forth in the act.

(Code 1976, § 19-152)

Sec. 90-216. Wastewater facilities fees.

(a) The maximum capital recovery fees per service unit for wastewater facilities adopted by City Council as part of the 2024 Water and Wastewater Impact Fee Update are hereby adopted and made a part hereof by reference.

(b) The capital recovery fees per service unit for wastewater facilities are hereby adopted by reference and may be amended from time to time, pursuant to the procedures in section 90-148 of this article.

(c) The provisions of this article shall be liberally construed to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety, and welfare. Any member of the council or any city official or employee charged with the enforcement of this article, acting for the city in the discharge of his duties, shall not thereby render himself personally liable and is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

(Code 1976, § 19-153)

Water and Wastewater Impact Fee Updates

City Council April 1, 2025

Kathryn Woodlee | City Engineer

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Water and Wastewater Impact Fee Updates

Governed by Texas Local Government Code Chapter 395

- Land Use Assumptions
- Capital Improvement Plans and Costs
- Maximum Assessable Rates per Living Unit Equivalent (LUE)
- Impact Fee Rates to be Charged
- Update to Ordinance Chapter 90 Article V Water and Wastewater Capital Recovery Fees

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Updated Max Assessable Rates

	Current Rate per LUE	Updated Max Rate per LUE
Water Impact Fee	$2,934	$8,814
Wastewater Impact Fee	$1,669	$5,556
Total Fee per LUE	$4,603	$14,369

These are calculated maximum allowable fees applicable to development of property for which a plat is recorded on or after the effective date of the updated ordinance. City must choose actual rates to charge that will be collected at time of building permit.

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CALCULATED MAXIMUM ASSESSABLE FEES

Based on updated Land Use Assumptions and Capital Improvement Plans and costs as presented

Meter Size	Meter Type	Maximum Flow Rate for Continuous Duty (gpm)	Proposed LUE	Maximum Allowable Water Impact Fee	Maximum Allowable Wastewater Impact Fee
5/8"	MULTI-JET	15	1.0	$ 8,814	$ 5,556
3/4"	MULTI-JET	20	1.3	$ 11,810	$ 7,445
1"	MULTI-JET	30	2.0	$ 17,627	$ 11,112
2"	ULTRASONIC	250	16.7	$ 146,924	$ 92,615
3"	ULTRASONIC	500	33.3	$ 293,848	$ 85,231
4"	ULTRASONIC	1,000	66.7	$ 587,607	$ 370,406
6"	ULTRASONIC	1,600	106.7	$ 940,154	$ 592,639
8"	ULTRASONIC	2,800	186.7	$ 1,645,248	$ 1,037,104
10"	ULTRASONIC	5,500	366.7	$ 3,231,708	$ 2,037,150
12"	ULTRASONIC	5,500	366.7	$ 3,231,708	$ 2,037,150

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LOCAL COMPARISON OF FEES

City/Utility	Total	Water	Wastewater	Population Served (At the Time of Individual Analysis)
Pflugerville (2023)	$29,849	$14,713	$15,136	65,191
NBU (2022)	$25,692	$19,448	$6,244	90,403
Seguin (2023)	$16,558	$7,308	$9,250	29,470
Schertz (Proposed 2024)	**$14,369**	**$8,814**	**$5,556**	**45,719**
SAWS (2024)	$9,350	$5,987	$3,363	2,000,000
Austin (2023)	$7,700	$4,800	$2,900	961,000
Boerne (2023)	$7,629	$2,509	$5,120	18,232
San Marcos (2018)	$6,485	$3,801	$2,684	68,217
Schertz (Current from 2011)	**$4,603**	**$2,934**	**$1,669**	**34,754**
Cibolo (2021)	$2,712	$1,839	$873	34,000

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Effect of update on fees

Development	Fee	Water Impact Fee	Wastewater Impact Fee	Total Impact Fee
Single Family Home 5/8” meter – 1.0 LUE	current	$2,934	$1,669	$4,603
	new	$8,814	$5,556	$14,370
Fast Food Restaurant 2” meter – 16.7 LUE	Current	$48,997	$27,872	$125,866
	New	$147,193	$92,785	$239,978
9,000 sf Medical Office 1” meter – 2.0 LUE	Current	$5,868	$3,338	$9,206
	New	$17,628	$11,112	$28,740
200,000 sf Spec Warehouse 2” meter – 16.7 LUE	Current	$48,997	$27,872	$125,866
	New	$147,193	$92,785	$239,978

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Fees to be Charged

Original recommendation from Staff to Capital Improvement Advisory Committee (CIAC):

- Phase-in (after grace period of no increase)
  - Year 1 50% max water = $4,407 50% max wastewater = $2,778
  - Year 2 75% max water = $6,610 75% max wastewater = $4,167
  - Year 3 100% max water = $8,814 100% max wastewater = $5,556

CIAC accepted recommendation (6-1 with one Committee Member wanting shorter phase-in period)

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Fees to be Charged cont'd

Council discussion after Public Hearing March 18, 2025, yielded another phase-in option:

- Phase-in (after grace period of no increase)
  - Year 1 66% max water = $5,817 66% max wastewater = $3,667
  - Year 2 100% max water = $8,814 100% max wastewater = $5,556

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Fees to be Charged cont'd

Since the public hearing, Staff learned of pending legislation:

S.B. No. 1883 (Bettencourt) updates Chapter 395:

> "A political subdivision may not increase the amount of an impact fee for three years from the date the fee was most recently increased."

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Fees to be Charged cont'd

Based on pending legislation, Staff recommends third option for phase-in:

- Delay ordinance effective date to June 1, 2025
- Establish July 1, 2025, as date for impact fee rate increase to maximum allowable amounts

So –

- Updated Ordinance in effect for property platted on or after June 1, 2025
  - No rate increase for Building Permits June 1, 2025 - June 30, 2025
  - Rates for Building Permits as of July 1, 2025:
    Water $8,814 per LUE Wastewater $5,556 per LUE

(Property platted prior to June 1, 2025 will continue to be charged based on schedule in effect at the time of platting)

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Summary of Fees to be Charged

- Option A – Three year phase-in*
- Option B – Two year phase-in*
- Option C – Grace period, but no rate increase phase-in

*Risk of inability to implement planned increases after year 1.

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QUESTIONS AND DISCUSSION

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City of Schertz
CIP Costs & Impact Fee Updates

Presented by: Lee Hamm, P.E.

Agenda

- Land Use Assumption Overview
- Developing CIP Costs
- Living Unit Equivalents
- Credit Analysis
- Maximum Impact Fee
- Local Impact Fee Comparison
- Schedule
- Questions

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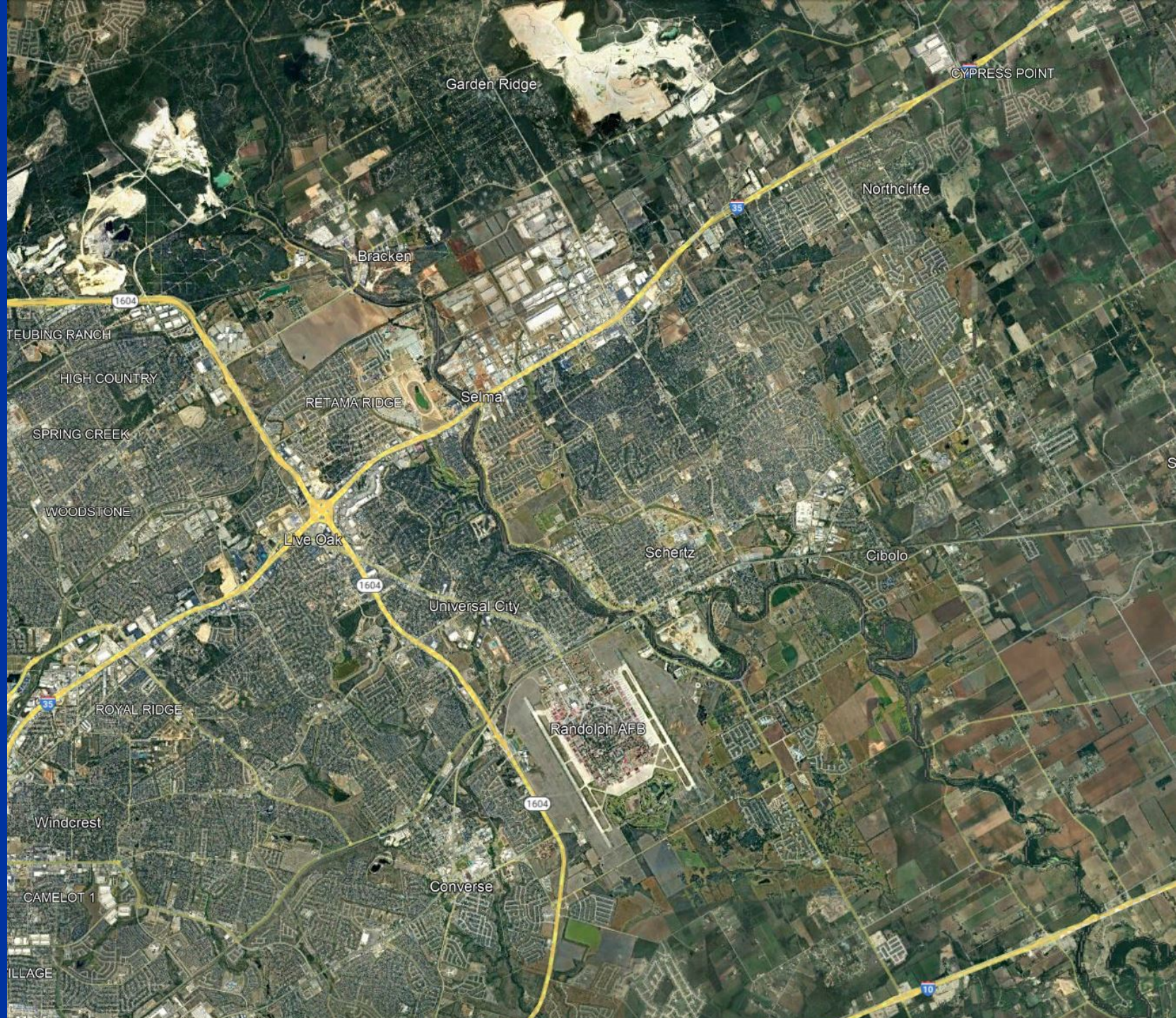
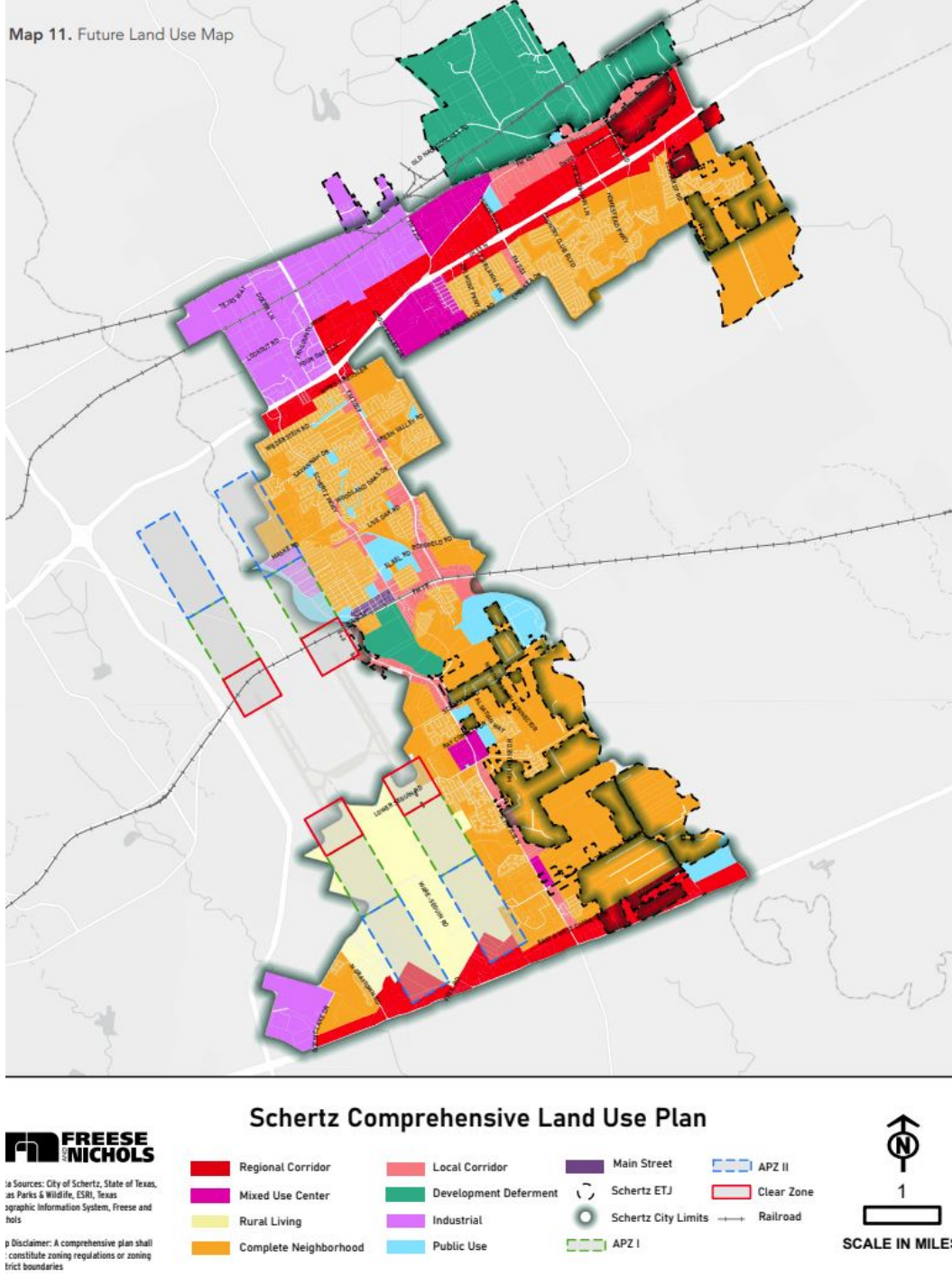
Land Use Assumptions Overview



Land Use Assumptions

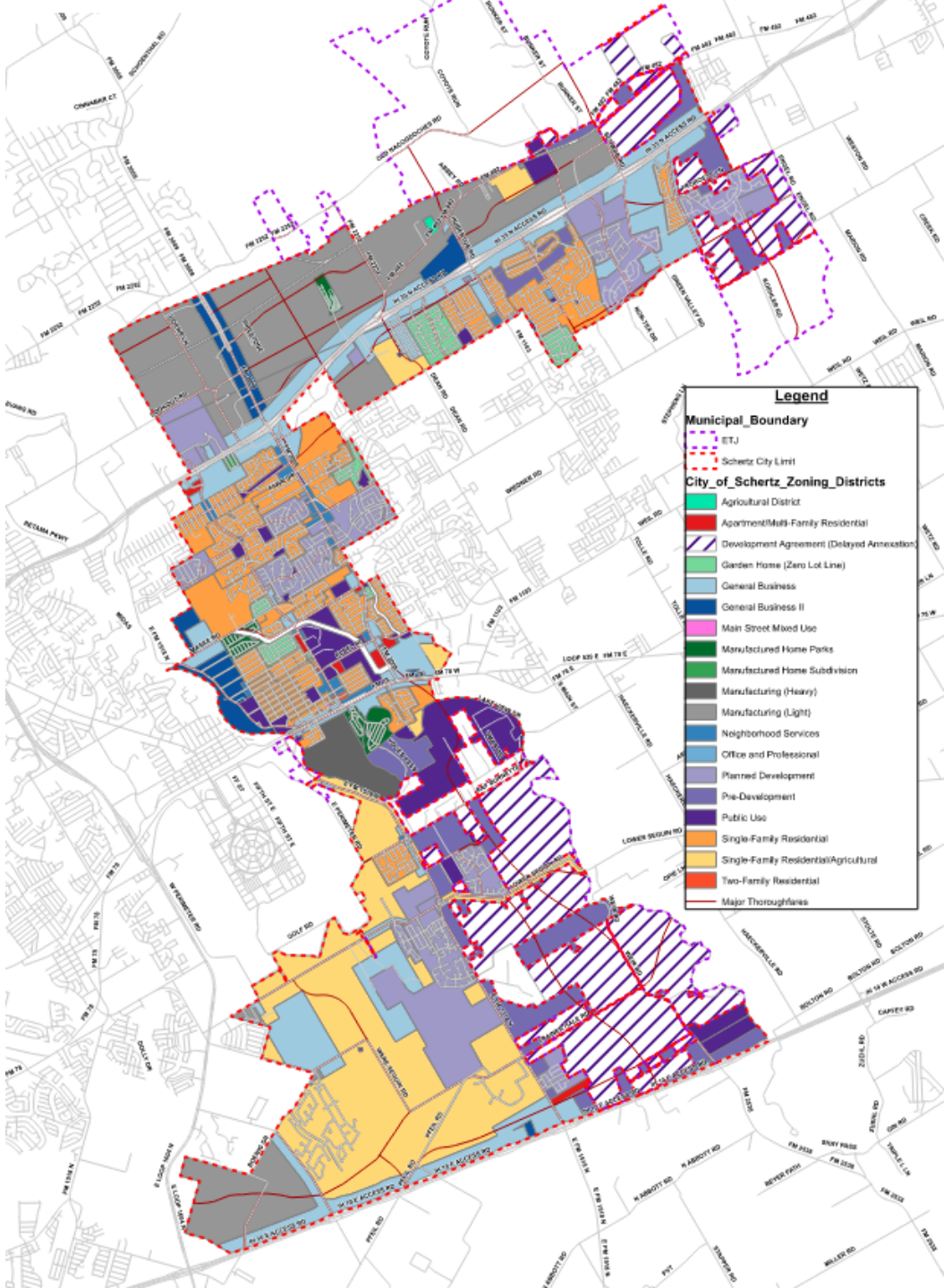
- Basis was the 1) 2018 Land Use Plan Map, 2) existing land uses, and 3) proposed developments.
- Modified based on information received from the City on April 8th, 2022.
- It is assumed that these developments will remain in place for the 30-year planning period.
- New growth will expand away from the City center.
- Development pressure along the IH-35 corridor and from New Braunfels will result in development at higher densities throughout the north.



Land Use Assumptions Continued

- Regions that do not currently lie within the City water or wastewater CCNs currently identified by the Texas PUC will remain so.

- The existing water and wastewater CCNs will remain in place for the 30-year planning period.



Developing CIP Costs

- Cost Data
- Inflation Rate Calculation
- Eligible Project Costs

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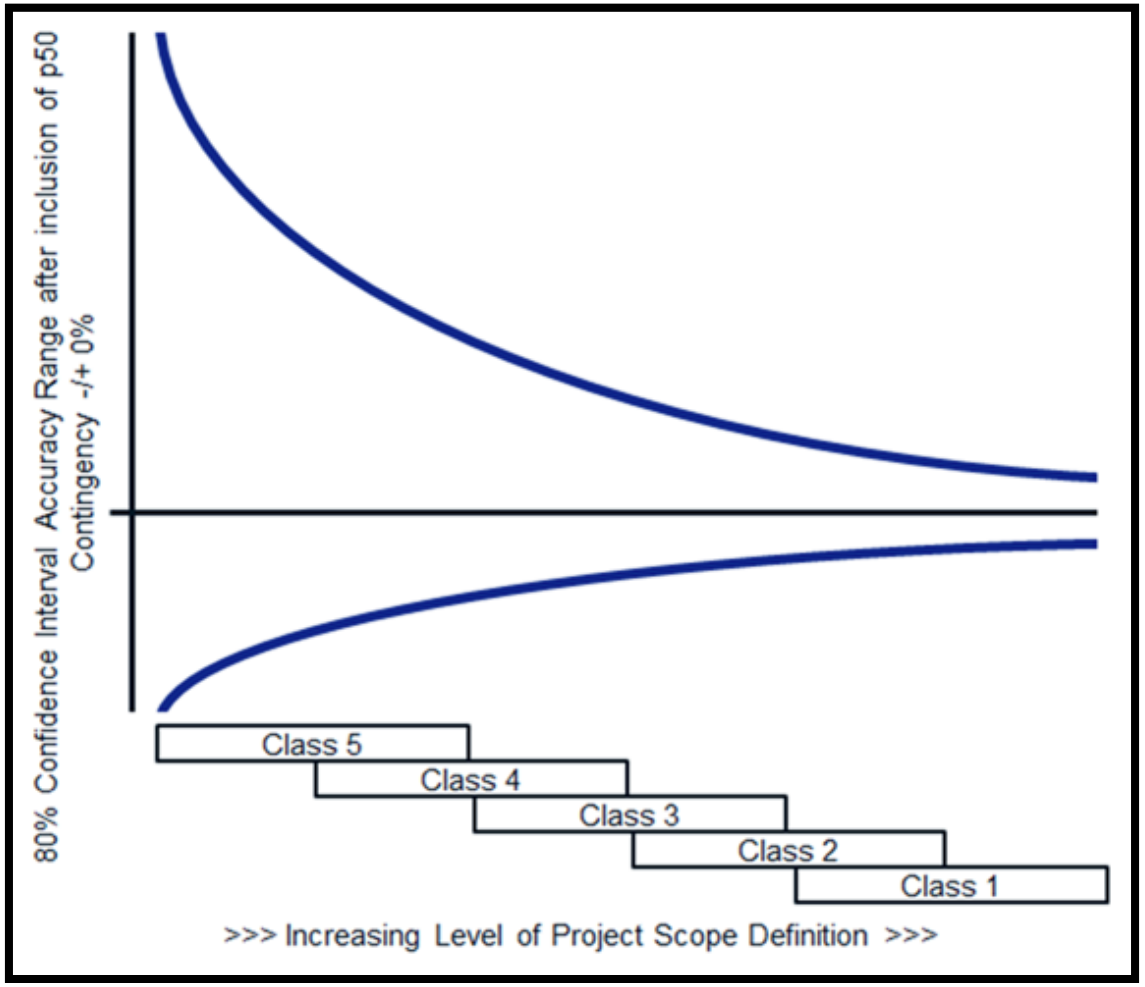
Cost Data

- For this analysis Class 4 estimating was identified as the appropriate, industry standard, estimation class.
- A 30% contingency factor was applied across all cost estimates, which reflects the range of accuracy of a Class 4 estimate.
- Sources of Cost Data
  - TxDOT Online Bid Reports (past year)
  - RS Means Database
  - Cost Estimates from Past & Current City Projects
  - Cost Estimates from Past & Current LAN Projects



Inflation Rate Calculation

- To accurately capture construction costs for the 2030 & 2050 planning period, a yearly average inflation rate was calculated.
- Three sources were averaged and standardized:
  - RS Means Historical Inflation Indexes
  - Mortenson Historical Inflation Indexes
  - Turner Historical Inflation Indexes
- **Median Yearly Inflation Rate = 3.91%**

Time Frame	Total Inflation Rate	Yearly Inflation Rate
RS Means Historical Inflation Indexes		
2020 to 2024	128%	6.31%
2010 to 2024	169%	3.81%
2000 to 2024	251%	3.91%
1990 to 2024	309%	3.38%
1980 to 2024	454%	3.50%
Mortenson Historical Inflation Indexes		
2020 to 2023	132%	9.65%
2010 to 2023	188%	5.93%
Turner Historical Inflation Indexes		
2020 to 2023	117%	5.27%
2010 to 2023	172%	4.25%
2000 to 2023	231%	3.70%
1996 to 2024	272%	3.77%
	Average:	**4.86%**
	Median:	**3.91%**

Eligible Project Costs

- Determined by TLGC Section 395
- Eligibility - Projects occurring in the first 10 years of the planning period.
- Utilization Percentage is also applied.
  - Important note – Unique Cases where 2030 CIP projects reach 100% in 2030 and then reduce in 2050.

$$\%\ Utilization = \frac{2030\ Peak\ Flow - 2020\ Peak\ Flow}{2050\ Peak\ Flow}$$

$$\%\ Utilization\ (special\ case) = \frac{2030\ Peak\ Flow - 2020\ Peak\ Flow}{2030\ Peak\ Flow}$$

Example of Project Cost Sheet

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Capital Improvement Plan Estimate of Probable Cost

Project Name: Bubbling Springs 6" WL Replacement
Project Number: NT-W1**
Project Category: Water
CIP Type: System Improvement

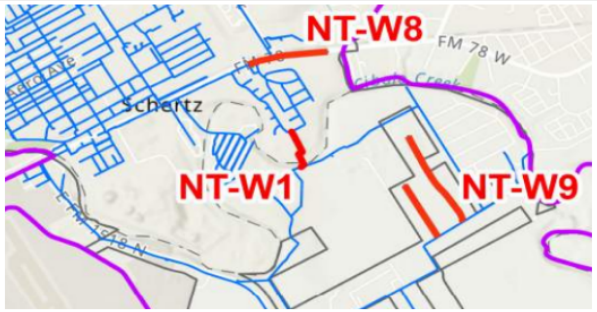
Date: August 2024
Phase: Near Term

Project Description:
Replace leaking 6" from River Rd to just south of Cibolo Creek along Bubbling Springs with 12", approximately 1,320 LF.

Justification:
City identified CIP.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	12" Water Line	LF	1,320	$ 135	$ 179,000
2	Gate Valve	EA	3	$ 7,000	$ 21,000
3	Fire Hydrant	EA	3	$ 8,500	$ 26,000
4	Service & System Connections	EA	27	$ 2,100	$56,700
4	Surface Replacement	LF	660	$ 196	$ 130,000
5	Traffic Control	LS	1	$ 8,000	$ 8,000
6	SWPPP	LS	1	$ 25,000	$ 25,000
				SUBTOTAL	**$ 446,000**
				MOBILIZATION (5%)	$23,000
				CONTINGENCY (30%)	$134,000
				TOTAL CONSTRUCTION	**$610,000**
				PS&E & CONSTRUCTION MANAGEMENT (25%)	$153,000
				ESTIMATE TOTAL PROJECT COST	**$763,000**

Project Location:



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Near Term Water CIP Projects - EOPC

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
	Near Term CIP			
System Improvement Projects				
NT-W1**	Bubbling Springs 6" WL Replacement	$763,000	27%	$206,715
NT-W2	Corbett Pump Station & 3.0 MG GST	$8,600,000	0%	$0
NT-W3	Ware Seguin Pump Station Operational Improvement	$175,000	0%	$0
NT-W4	12" WL from Ware Seguin to Lower Seguin	$1,538,000	0%	$0
NT-W5	Fred Couples to Schwab	$455,556	0%	$0
NT-W6	Schwab to Eckhardt	$1,600,000	0%	$0
NT-W7**	Graytown to Pfeil	$1,550,000	69%	$1,077,040
NT-W8**	FM 78 Water Line Replacement	$875,000	22%	$194,778
NT-W9**	Moonlight Meadow Dr & Lost Meadow Dr WL Replacement	$3,000,000	0%	$0
NT-W10**	Robinhood Way WL Replacement	$4,650,000	0%	$0
	NEAR TERM TOTAL:	**$23,206,556**	**-**	**$1,478,532**

Note: Projects denoted by ** indicate that they have both growth & system improvement components.

2030 Water CIP Projects - EOPC

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Proposed 2030 CIP				
Growth Projects				
2030-W1	12" WL from Tri-County Extension to Cibolo Valley Drive	$4,788,000	100%	$4,788,000
2030-W2	Raf Burnette Rd 12" WL Improvements	$1,438,000	89%	$1,272,934
2030-W3	8" WL from Ray Corbett Dr to Lower Seguin Rd	$3,688,000	97%	$3,569,245
2030-W4**	Trainer Hale Rd 2" WL Replacement & 8" WL Improvement	$9,850,000	93%	$9,192,317
2030-W5**	Boenig Dr S 6" WL Replacement & 8" WL Improvement	$6,388,000	69%	$4,411,757
2030-W6	Live Oak to IH-35 24" Transmission Main	$32,075,000	100%	$32,075,000
2030-W7	Ware Seguin Pump Station Expansion Phase 1	$5,213,000	33%	$1,737,667
2030-W8	IH-10 8" WL Improvements	$6,063,000	100%	$6,063,000
	2030 Growth Subtotal:	**$69,503,000**	**-**	**$63,109,920**
System Improvement Projects				
2030-W9	PRV Installation for Proposed Southwest Pressure Plane	$413,000.0	0%	$0
2030-W10**	River Rd 6" WL Replacement	$2,325,000	58%	$1,354,926
	2030 System Improvement Projects Subtotal:	**$2,738,000**	**-**	**$1,354,926**
	2030 TOTAL:	**$72,241,000**	**-**	**$64,464,846**

Note: Projects denoted by ** indicate that they have both growth & system improvement components.

2050 Water CIP Projects - EOPC

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Proposed 2050 CIP				
Growth Projects				
2050-W1	Corbett Pump Station Expansion	$1,663,000	2050 CIP Projects are not included in this impact fee total.	
2050-W2	FM 2252 8" WL Improvements	$8,800,000		
2050-W3	Ware Seguin Pump Station Expansion Phase 2	$2,725,000		
2050-W4	Beck St 6" WL Replacement	$5,288,000		
2050-W5	Raf Burnette Rd 8" WL Improvements	$4,438,000		
2050-W6	IH-35 Pump Station & 3.0 MG GST	$42,188,000		
2050-W7	IH-10 & FM 1518 8" WL Improvements	$3,075,000		
	2050 Growth Subtotal:	**$68,177,000**		
System Improvement Projects				
2050-W8	Lower Seguin Rd 8" WL Replacement	$4,775,000		
	2050 System Improvement Projects Subtotal:	**$4,775,000**		
	2050 TOTAL:	**$72,952,000**		

Note: Projects denoted by ** indicate that they have both growth & system improvement components.

Near Term Wastewater CIP Projects - EOPC

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Near Term CIP				
Growth Projects				
NT-S1	Town Creek Phase IV 24" - Section 1	$6,875,000	21%	$1,440,972
NT-S2	Town Creek Phase IV 12" - Section 2	$2,925,000	0%	$0
NT-S3	Town Creek Phase V 24"	$10,425,000	23%	$2,378,763
NT-S4**	Upsize Lookout Line	$3,838,000	20%	$771,788
NT-S5**	Upsize Tri County Line	$2,084,800	25%	$526,887
NT-S6	Cibolo West Main	$16,213,000	83%	$13,523,463
NT-S7	Woman Hollering Creek Lift Station, Gravity Lines, and Force Main	$3,400,000	74%	$2,517,091
Near Term Growth Subtotal:		**$45,760,800**	**-**	**$21,158,965**
System Improvement Projects				
NT SI-1	Decommission Tri County Lift Station	$88,000	0%	$0
NT SI-2	Decommission Corbett Lift Station	$1,500,000	0%	$0
NT SI-3	Decommission Sedona Lift Station & Woman Hollering Creek WWTP	$175,000	0%	$0
	Near Term System Improvement Projects Subtotal:	**$1,763,000**	**-**	**$0**
	NEAR TERM TOTAL:	**$47,523,800**	**-**	**$21,158,965**

Note: Projects denoted by ** indicate that they have both growth & system improvement components.

2030 Wastewater CIP Projects - EOPC

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Proposed 2030 CIP				
Growth Projects				
2030-S1	Hope Lane 8" Gravity Line	$2,025,000	67%	$1,359,153
2030-S2	Old Wiederstein Road 8"	$1,338,000	5%	$68,849
2030-S3	Union Pacific Railroad 8" - Section 1	$2,563,000	10%	$249,210
2030-S4	Union Pacific Railroad 8" - Section 2	$400,000	12%	$47,722
2030-S5	Wiederstein Road 8"	$1,663,000	83%	$1,372,188
2030-S6	Schaefer Road 8" - Section 1	$4,913,000	33%	$1,613,509
2030-S7	Schaefer Road 8" - Section 2	$1,938,000	100%	$1,938,000
2030-S8	Aranda 8"	$475,000	100%	$475,000
2030-S9	Weir Road 10"	$2,525,000	100%	$2,522,465
2030-S10	Trainer Hale Road 10"	$1,038,000	100%	$1,034,756
2030-S11	Ware Seguin Road 8"	$3,113,000	97%	$3,012,264
2030-S12	FM 1518 8"	$400,000	40%	$160,000
2030-S13	I-10 8" - Section 1	$2,713,000	99%	$2,677,145
2030-S14	Boenig Drive 8"	$2,963,000	29%	$849,531
2030-S15	N Greytown Road 8"	$1,275,000	52%	$661,379
	2030 Growth Subtotal:	**$29,342,000**	**-**	**$18,041,171**
System Improvement Projects				
2030 SI-1**	Friesenhahn West Line WW Upsize	$8,175,000	22%	$1,833,143
2030 SI-2**	Fairlawn WW Upsize	$1,375,000	9%	$121,579
2030 SI-3**	Cibolo Crossing WW Line Upsize	$1,288,000	4%	$46,406
2030 SI-4**	Woodland Oak Drive Replacements	$338,000	4%	$13,741
2030 SI-5**	Old Wiederstein WW Upsize	$5,050,000	61%	$3,099,614
2030 SI-6**	Northcliffe Lift Station Upgrade	$7,838,000	5%	$392,686
2030 SI-7	Decommission Belmont Park Lift Station	$463,000	0%	$0
	2030 System Improvement Projects Subtotal:	**$24,527,000**	**-**	**$5,507,169**
	2030 TOTAL:	**$53,869,000**	**-**	**$23,548,341**

Note: Projects denoted by ** indicate that they have both growth & system improvement components.

2050 Wastewater CIP Projects - EOPC

Project Number	Project Name	Total Project Cost	2020-2030 Growth Utilization	Impact Fee Eligible Portion
Proposed 2050 CIP				
Growth Projects				
2050-S1	I-35 N 8"	$9,088,000	2050 CIP projects are not included in the impact fee total.	
2050-S2	Friesenhahn Lane 8"	$6,500,000		
2050-S3	Schaefer Road 8" - Section 3	$5,713,000		
2050-S4	Corbett JH 8"	$2,888,000		
2050-S5	Lower Seguin Road 8"	$1,338,000		
2050-S6	I-10 8" - Section 2	$3,338,000		
	2050 Growth Subtotal:	**$28,865,000**		
System Improvement Projects				
2050 SI-1	Cypress Point Lift Station Upgrade	$1,463,000		
2050 SI-2	Decommission Schertz Parkway Lift Station	$238,000		
2050 SI-3	Decommission Park Lift Station	$3,663,000		
2050 SI-4	Decommission Cover's Cove Lift Station	$238,000		
	2050 System Improvement Projects Subtotal:	**$5,602,000**		
	2050 TOTAL:	**$34,467,000**		

Note: Projects denoted by ** indicate that they have both growth & system improvement components.

Living Unit Equivalents

Living unit or service unit equivalents (LUEs) are:
"*a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years*".

Schertz's Growth in LUEs

- Typical practice - one water LUE is equal to a typical residential water meter.
- The wastewater LUE is assumed to be 70% of a single residential water meter's usage to account for irrigation, evaporation, and other water losses associated with the wastewater system.
- Water LUE = 0.17 gpm
- Wastewater LUE = 0.119 gpm.

Growth in Water LUEs			
Scenario	Total Flow (gpm)	Living Unit Equivalent (gpm)	# of LUEs
Existing Residential	2,225	0.17	13,089
Existing Other	2,485		14,620
2030 Residential	3,372		19,838
2030 Other	2,545		14,971
		Growth In Residential:	***6,749***
		Growth In Other:	***351***

Growth in Wastewater LUEs			
Scenario	Total Flow (gpm)	Living Unit Equivalent (gpm)	# of LUEs
Existing Business	113	0.119	951
Existing Other	3,483		29,269
2030 Business	123		1,034
2030 Other	4,332		36,403
		Growth in Business:	***82***
		Growth In Other:	***7,134***

Credit Analysis

- TLGC requires that the maximum allowable impact fee may not exceed: the Eligible Impact Fee minus the mandated credit, divided by the growth in LUEs.
- This credit can be determined in one of two ways:
  1. A credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan.
  2. In the alternative, a credit equal to 50 percent of the total projected cost of implementing the Capital Improvements Plan.
- The first method was selected and performed by the City's financial consultant, Willdan Financial Services. Below are their results.

WATER Revenue Credit -- $3,365,530

WASTEWATER Revenue Credit -- $4,611,802

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Maximum Allowable Impact Fees

Water Impact Fee	
Impact Fee Eligible Costs	$65,943,379
Credit (Calculated: 5.1%)	($3,365,530)
Total Impact Fee Eligible Costs	$62,577,849
Growth in LUEs	7,100
Maximum Allowable Water Impact Fee	**$8,814**

Wastewater Impact Fee	
Impact Fee Eligible Costs	$44,707,306
Credit (Calculated: 10.3%)	($4,611,802)
Total Impact Fee Eligible Costs	$40,095,504
Growth in LUEs	7,217
Maximum Allowable Wastewater Impact Fee	**$5,556**

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Maximum Allowable Impact Fee by Meter Size

Meter Size	Meter Type	Maximum Flow Rate for Continuous Duty (gpm)	Proposed LUE	Maximum Allowable Water Impact Fee	Maximum Allowable Wastewater Impact Fee
5/8"	MULTI-JET	15	1.0	$ 8,814	$ 5,556
3/4"	MULTI-JET	20	1.3	$ 11,810	$ 7,445
1"	MULTI-JET	30	2.0	$ 17,627	$ 11,112
2"	ULTRASONIC	250	16.7	$ 146,924	$ 92,615
3"	ULTRASONIC	500	33.3	$ 293,848	$ 85,231
4"	ULTRASONIC	1,000	66.7	$ 587,607	$ 370,406
6"	ULTRASONIC	1,600	106.7	$ 940,154	$ 592,639
8"	ULTRASONIC	2,800	186.7	$ 1,645,248	$ 1,037,104
10"	ULTRASONIC	5,500	366.7	$ 3,231,708	$ 2,037,150
12"	ULTRASONIC	5,500	366.7	$ 3,231,708	$ 2,037,150

Local Impact Fee Comparison

City/Utility	Total	Water	Wastewater	Population Served (At the Time of Individual Analysis)
Pflugerville (2023)	$29,849	$14,713	$15,136	65,191
NBU (2022)	$25,692	$19,448	$6,244	90,403
Seguin (2023)	$16,558	$7,308	$9,250	29,470
Schertz (Proposed 2024)	**$14,369**	**$8,814**	**$5,556**	**45,719**
SAWS (2024)	$9,350	$5,987	$3,363	2,000,000
Austin (2023)	$7,700	$4,800	$2,900	961,000
Boerne (2023)	$7,629	$2,509	$5,120	18,232
San Marcos (2018)	$6,485	$3,801	$2,684	68,217
Schertz (Current from 2011)	**$4,603**	**$2,934**	**$1,669**	**34,754**
Cibolo (2021)	$2,712	$1,839	$873	34,000

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Questions?

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March 5, 2025

The Honorable Ralph Guttierez, Mayor
and Members of the Schertz City Council
City of Schertz
1400 Schertz Parkway
Schertz, TX 78154

RE: Capital Improvements Advisory Committee's Written Comments on the Proposed Amendments to the Land Use Assumptions, Capital Improvements Plan and Impact Fee(Water and Wastewater Impact Fees)

Dear Mayor Guttierez and Members of the City Council:

The City of Schertz Capital Improvements Advisory Committee (CIAC) has worked with City staff and the consulting firm of Lockwood, Andrews, and Newnam, Inc., (LAN), on the guiding documents and policy considerations for updates to the City's Water and Wastewater Impact Fee program to potentially be implemented by the City. The CIAC met on January 22, 2025, and held a public hearing for a presentation, discussion, and possible action to approve a recommendation regarding an update to the City of Schertz Water and Wastewater Land Use Assumptions, Capital Improvements Plans, and Impact Fees to be assessed. In accordance with Texas Local Government Code (TLGC) Chapter 395, the CIAC is tasked with providing a recommendation to City Council regarding Utility Impact Fees. After consideration of the Land Use Assumptions, Capital Improvement Plans for Water and Wastewater Facilities, the Impact Fee Study Report prepared by LAN, and input gathered and presented by staff, the CIAC recommends the following:

- Adopt the Water and Wastewater Land Use Assumptions and Capital Improvements Plans as presented and recommended by staff.

- Assess the impact fees at the maximum amount, but with a phase in schedule as follows:

  - Adoption of the Water Impact Fee rate per living unit equivalent (LUE) for development of $4,407 during the first year of the program, $6,610 during the second year, and $8,814 during the third year until updated. Those rates represent 50%, 75%, and 100% of the calculated maximum assessable rates to be charged in years one, two, and three of implementation, respectively.

  - Adoption of the Wastewater Impact Fee rate per living unit equivalent (LUE) for development of $2,778 during the first year of the program, $4,167 during the second year, and $5,556 during the third year until updated. Those rates represent 50%, 75%, and 100% of the calculated maximum assessable rates to be charged in years one, two, and three of implementation, respectively.

The CIAC recommends that, while the maximum assessable fees will be assessed at the time of final plat recordation effective immediately upon ordinance adoption, implementation of actual charges of the proposed updated amounts begin after a grace period determined by City Council.

The CIAC agreed that the Implementation of the Impact Fee Program as described above is necessary to assist in the funding for critical water and wastewater projects needed to accommodate future growth, while maintaining the quality of life envisioned by City residents in the Comprehensive Plan.

The approved Minutes of the January 22, 2025, CIAC meeting are attached for reference.

Sincerely,

Glen Outlaw
Chairman, CIAC

Enclosure
cc: Steve Williams, City Manager

CAPITAL IMPROVEMENT ADVISORY COMMITTEE MINUTES
January 22, 2025

The Schertz Capital Improvement Advisory Committee convened on January 22, 2025 at 6:00 p.m. at the Municipal Complex, Council Chambers, 1400 Schertz Parkway Building #4, Schertz, Texas.

Present: Glen Outlaw, Chairman; Richard Braud, Vice Chairman; Tamara Brown, Commissioner; John Carbon, Commissioner; Clayton Wallace, Commissioner; Bryan Jones, Commissioner; Mark Penshorn, Commissioner

Absent: Roderick Hector, Commissioner; Judy Goldick, Commissioner; Patrick McMaster, Commissioner

Staff present: Brian James, Deputy City Manager
Lesa Wood, Director of Planning & Community Development
Larry Busch, Public Works Director
Kathryn Woodlee, City Engineer
Daisy Marquez, Planner
Sarah Rodriguez, Administrative Assistant

1. **CALL TO ORDER / ROLL CALL THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING**

Chairman Outlaw called the meeting to order at 6:25 pm.

2. **SEAT ALTERNATE TO ACT IF REQUIRED**

Commissioner Wallace was seated as alternate.

3. **HEARING OF RESIDENTS**

This time is set aside for any person who wishes to address the Planning and Zoning Commission. Each person should fill out the Speaker's register prior to the meeting. Presentations should be limited to no more than three (3) minutes. Discussion by the Commission 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.

No one spoke.

4. **PUBLIC HEARING:**

A. Hold a public hearing for a presentation, discussion, and possible action to approve a recommendation regarding an update to the City of Schertz Water and Wastewater Land Use Assumptions, Capital Improvements Plans, and Impact Fees to be assessed.

Mrs. Woodlee provided a presentation.

Chairman Outlaw opened the Public Hearing at 6:59 pm
No one spoke.
Chairman Outlaw closed the Public Hearing at 6:59 pm.

Motioned by Commissioner Clayton Wallace, seconded by Commissioner Tamara Brown to recommend approval of City of Schertz Water and Wastewater Land Use Assumptions, Capital Improvement Plans, and Impact Fees to be assessed at the maximum amount with phasing as proposed by staff and effective date determined by City Council to City Council. Vice Chairman Braud voted nay because they want the implementation of the maximum fees to be set with City Council adoption without a phasing period.

Vote: 6- 1 Passed

NAY: Vice Chairman Richard Braud

5. **ADJOURNMENT OF THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE MEETING**

Chairman Outlaw adjourned the regular meeting at 7:50 pm.

Chairman, Planning and Zoning Commission

Recording Secretary, City of Schertz

Agenda No. 15.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 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)**

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.

Attachments

Resolution 25-R-021 w 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 ____th day of _____, 2025.

CITY OF SCHERTZ, TEXAS

_____

Ralph Gutierrez, Mayor

ATTEST:

_____

City Secretary, Sheila Edmondson

(CITY SEAL)

Exhibit A
Development Agreement

STATE OF TEXAS	§	**CITY OF SCHERTZ**
COUNTY OF BEXAR	§	**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 in Section 1.02, 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 that the City provides 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, provided that the City fulfills its obligations under this Agreement, 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 Property is located within the City's CCNs (CCN Number 10645 and 20271). The City hereby agrees to provide the following as of the Effective Date:

1.04.1.1 Connection to City utilities and confirmation of capacity to serve the Project ("Capacity"). The City agrees to be the retail provider of water and sewer service to the Property on the same terms and rates as other properties within its corporate limits, except as modified by Sections 1.04.1.2 and 1.04.1.3 below.

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 agreement 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, as further described in **Exhibit "B"**. 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 additional City impact fees other than water and sewer shall be due for the Project. Further, no transportation/roadway impact fees or City mandated road improvements shall be required, and no parkland impact fees or parkland dedication shall be required for the Project. SSLGC and CCMA impact fees will be due at the applicable amounts. Additionally, City tap fees will be due as applicable.

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 twenty-four (24) months of receipt of a final certificate of occupancy (or the equivalent approval from the permitting authority, which is Bexar County), but not earlier than three (3) months following the receipt of a final certificate of occupancy, 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 "C"**. 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 and in the event of any structural damage to all or a portion of the Project, no matter the value or extent of the damage, those structures may be rebuilt. The City will issue City certificates of occupancy for the structures.

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.

2.02.4 The City has provided Owner with the written disclosures as required by Texas Local Government Code Section 212.172(b-1).

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. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; inability to procure, shortages or unavailability of labor, supplies or materials; governmental action or inaction (unless caused by negligence or omissions of such Party) including any changes to the plans and specifications required as a condition to issuance of any permits or any changes in laws or codes not reasonably foreseeable, and any delay in issuance of necessary permits by any governmental authority having jurisdiction, including unreasonable delays by the City (based on the then-current workload of City department(s)

responsible for undertaking the activity in question) in issuing any permits, consents, or certificates of occupancy or conducting any inspections of or with respect to the Property and any infrastructure related thereto, but excluding delays due to work conditions that violate applicable codes and regulations; fires; explosions; floods; failure of power or utility delays; riot; insurrection; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; any force majeure event or excusable delay under the general contractor's construction contract; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed (**"Force Majeure"**). Notwithstanding the foregoing or anything contained herein to the contrary, in no event shall Force Majeure apply to the payment of any monetary obligations of the City.

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 §
§
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 §

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

A 30.48 acre tract of land, being all of a 30.48 acre tract out of the Julian Diaz Survey No. 66, Abstract No. 187, County Block 5059, situated in the city of Schertz conveyed to Christa S. Carmack of record in Volume 15302 Page 963 of the Official Public Records of Real Property of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found iron pipe in the northeast right-of-way line of F.M. 1518, an 80 foot right-of-way, for a southwest corner of the 30.48 acre tract land and a northwest corner of Woman Hollering Rd, a private road of record in Volume 7209 Page 545 of the Official Public Records of Real Property of Bexar County, Texas and the tract described herein;

THENCE: N 30° 21' 23" W along and with the northeast right-of-way line of F.M. 1518 and the southwest line of the 30.48 acre tract, a distance of 279.80 feet to a set ½" iron rod

with Blue Plastic Cap Stamped "KFW SURVEYING", for a southwest corner of a 9.47 acre tract conveyed to Philip E. & Susan R. Jacobson of record in Volume 7021 Page 731 of the Official Public Records of Real Property of Bexar County, Texas and the northwest corner of the tract described herein;

THENCE: Along and with the common line of the 9.47 acre tract and the 30.48 acre tract, the following calls and distances:

1. N 59° 21' 39" E, a distance of 1098.84 feet to a found iron pipe, for the southeast corner of the 9.47 acre tract and for an interior corner of the tract described herein, and

2. N 01°07'21" W, a distance of 187.20 feet to a found iron pipe, for the southwest corner of a 4.56 acre tract conveyed to Raymond B. & Catherine Torgerson of record in Volume 6038 Page 1704 of the Official Public Records of Real Property of Bexar County, Texas and the northwest corner of the tract described herein;

THENCE: N 88° 45' 39" E along and with the common line of the 4.56 acre tract and the 30.48 acre tract, a distance of 801.30 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW SURVEYING" in the west easement line of Quailwood Run, a 60 foot private road of record in Volume 7069 Page 298 of the Official Public Records of Real Property of Bexar County, Texas for the southeast corner of the 4.56 acre tract and the northeast corner of the tract described herein;

THENCE: Along and with the common line of Quailwood Run and the 30.48 acre tract, the following calls and distances:

1. S 01° 11' 21" E, a distance of 1012.40 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW SURVEYING", for and angle point of the tract described herein, and

2. S 12° 59' 39" W, a distance of 182.50 feet to a set ½" iron rod with Blue Plastic Cap Stamped "KFW SURVEYING" in the north easement line of Woman Hollering Road, for the southeast corner of the tract described herein;

THENCE: Along and with the common line of Woman Hollering Road and the 30.48 acre tract, the following calls and distances:

1. N 77° 04' 21" W, a distance of 1192.10 feet to a found ½" iron rod, for an interior corner of the tract described herein, and

2. S 78° 51' 39" W, a distance of 427.62 feet to the POINT OF BEGINNING and containing 30.48 of an acre or 1,327,578 square feet more or less, in the City of Schertz, Bexar County, Texas, and being described in accordance with a survey prepared by KFW Surveying.

EXHIBIT B
WOMAN HOLLARING IMPROVEMENTS

EXHIBIT C
ANNEXATION PETITION

Annexation Petition

PETITION FOR ANNEXATION OF LAND INTO THE CITY OF SCHERTZ
TO THE HONORABLE CITY COUNCIL, CITY OF SCHERTZ, TEXAS:

I or we, _____, owner(s) of the land described below by metes and bounds and, being contiguous and adjacent land and territory to the present corporate limits of the City of Schertz, Texas, hereby request annexation of the described land into the City of Schertz. I (we) understand that the request does not necessarily mean that the land will be annexed, but that the City will consider the request based upon requests received from other landowners and an evaluation of services to be provided.

Name: _____

Address: _____

City/State/Zip: _____

{INSERT LEGAL DESCRIPTION AND/OR ATTACH PLAT & METES AND BOUNDS DESCRIPTION}

Wherefore, petitioners respectfully request that the hereinabove described land be forthwith incorporated into and become a part of the territory of the municipal corporation of the City of Schertz.

Respectfully Submitted,

[NAME OF LANDOWNER]

By: _____
[NAME, TITLE]

STATE OF TEXAS
COUNTY OF _____
BEFORE ME, the undersigned authority, on this day personally appeared _____ as _____ of petitioner _____, who having knowledge of the facts contained herein acknowledged to me that he executed the same for the purposes and consideration therein expressed, on this _____ day of _____, 2024.

_____
Notary Public

Agenda No. 16.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**City Secretary**
Subject:	**Resolution 25-R-005 - Approving a Utility Service Extension Request for the Woman Hollering Townhomes (B.James/K.Woodlee)**

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 cannnot 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.

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

_____

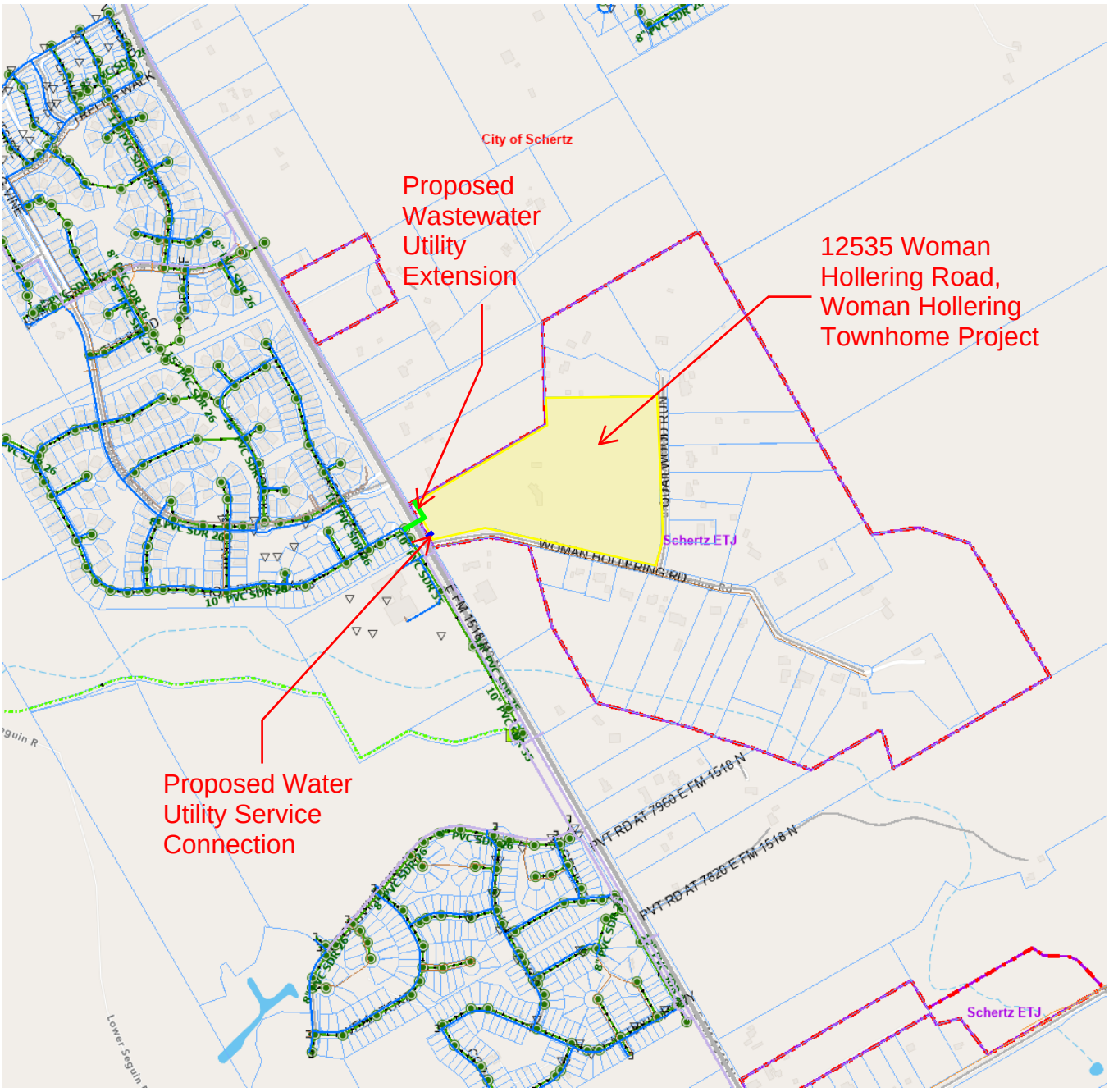
Ralph Gutierrez, Mayor

ATTEST:

_____

Sheila Edmondson, City Secretary

(CITY SEAL)



RESOLUTION 25-R-005
UTILITY SERVICE EXTENSION REQUEST (WATER AND WASTEWATER) FOR WOMAN HOLLERING TOWNHOMES

May 21st, 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 6th, 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 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

Agenda No. 17.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**April 01, 2025**
Department:	**Engineering**
Subject:	**Monthly Update - Major Projects in Progress/CIP (B.James/K.Woodlee)**

Attachments

Monthly Update - Major Projects In Progress/CIP

Informational Only

CITY COUNCIL MEMORANDUM

City Council Meeting: **April 1, 2025**

Department: **City Manager**

Subject: **Update on Major Projects in Progress**

Background

This is the monthly update on large projects that are in progress or in the planning process. This update is being provided so Council will be up to date on the progress of these large projects. If Council desires more information on any project or on projects not on this list, please reach out to staff and that information will be provided.

Facilities Projects:

1. **Fleet Building Parking Lot**
   Project Description – Pave the open grassy area located at 27 Commercial Place
   - Project Status: Site Plan Development and Construction Design
   - Projected Completion: To be determined
   - Consultant: Unintech Consulting Engineers, Inc.
   - Contractor: To be determined

   Project Update: This project is being pushed back to FY 25-26 or FY26-27 as we need to reallocate funding from this project to help fund the repairs of the retention wall and pavers at the Schertz Library.

2. **Digital Sign Replacement in Front of City Hall**
   Project Description- Replacement of the broken electronic marquee sign that sits in front of City Hall
   - Project Status: Pending permits filed by Ezzi Signs
   - Projected Completion: TBD
   - Project Cost: $78,000
   - Contractor: Ezzi Signs, Inc

   Project Update: The sign is installed and the mason's finished their work on March 21st. We still need the internet connected to the sign and the final electrical connections to be made. A curb will need to be installed and possibly add dry scaping around the sign as well.

Drainage Projects:

1. **FM 78 South Channel Silt Removal**
   Project Description – Silt removal for the existing FM 78 South Drainage channel to include permitting, easement acquisition and construction.
   - Project Status: Easement Acquisition
   - Projected Completion: Summer 2025
   - Project Cost: Design $32,100, Drainage Report $4,600
   - Consultant: Unintech Consulting Engineers, Inc.
   - Contractor: TBD

   Project Update: No new updates since last council meeting. Design of the project is complete. The project has been on hold pending resolution of some easement acquisition challenges. Staff is working to identify the appropriate path of access to the channel. Unintech will resume work to acquire necessary easements for the project once those challenges have been resolved. After easements are acquired, the project will be rebid, and construction will proceed.

Water and Wastewater Projects:

1. **Woman Hollering Creek Wastewater Interceptor Main and Lift Station**
   Project Description – Design and construction of a sanitary sewer system to collect and convey wastewater to the future CCMA water reclamation plant off Trainer Hale Road in Southern Schertz. The system consists of approximately 19,000 linear feet of 30" gravity wastewater line running generally along Woman Hollering Creek from the existing Sedona lift station on FM 1518 to a new lift station on IH 10 and approximately 6,000 feet of force main from the lift station to CCMA plant. It will also includes an additional 18" gravity line approximately 1,500 feet in length that will first serve the Hallie's Cove Subdivision. The system is necessary for the new CCMA plant to begin operation and to allow the existing Woman Hollering Lift Station at Sedona to be taken out of service.
   - Project Status: Construction
   - Projected Completion: Spring 2025
   - Project Cost: Engineering/Design $1,187,594, Land purchases, ROW, legal and advertising $700,810, Construction $11,100,000, totaling $12,988,404
   - Design Engineer: Cobb Fendley & Associates, Inc.
   - Owner's Representative: AGCM, Inc.
   - Contractor: Thalle Construction Co, Inc.

   Project Update: The collection and conveyance system including the lift station was put into operation March 3, 2025. The CCMA South Plant is operational. The Woman Hollering Package Treatment Plant has been shut down and is being cleaned and removed from the leased property location. The Sedona Lift Station and the pump and haul operation at Hallie's Cove are being decommissioned. Staff is working on generating punch list items for the project to be completed. It is estimated that the remainder of work on the project will take several months to complete.

2. **Riata Lift Station Relocation**

   Project Description – Relocation of the Riata Lift Station ahead of TxDOT's IH 35 NEX project to remove it from conflict with the proposed highway improvements. The design phase included identification of a new site for the list station, design of new lift station and design of the abandonment of the existing lift station. Property and easement acquisitions were required. The new lift station is needed to maintain sewer services.

   - Project Status: Begin Construction 4th Quarter of 2024.
   - Projected Completion: Summer 2026
   - Project Cost: Design & Acquisition of easements and existing lift station $478,000; Construction: $2,545,375
   - Consultant: Utility Engineering Group, PLLC
   - Contractor: Keystone Construction
   - Project Update: Keystone continues construction of the lift station. The wet well structure has been set, and the contractor is preparing the rough-in electrical conduits. Some of the gravity main and force main has been installed, but tie-ins are being delayed to later in the project to avoid traffic impacts along Fairlawn Avenue at this time.

3. **FM 1518 Utility Relocations**

   Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT FM 1518 Improvement Project.

   - Project Status: Construction
   - Projected Completion: The City's utility relocation portion of the project is expected to be completed in the summer of 2025.
   - Project Cost: Design NTE $980,000, Construction Joint Bid $8,986,837/Aztec 16" Line $884,270
   - Consultant: Halff Associates
   - Contractor: SER Construction Partners (TxDOT's General Contractor)/Qro Mex Construction (Aztec 16" Line)

Project Update: SER continues the installation of water and sewer as part of the joint bid work. They have uncovered some AC water line that was previously abandoned. City staff and Halff are working with TXDOT for proper remediation of these lines and if it will be a conflict with the new roadway should they be left in place. Capital Excavation has completed the water line installation from the Founders Academy down to the segment that was installed by CC Carlton. Capital has also transferred the school's services over to the new water line. Capital continues to work on the installation of the 18" sewer line. SER can now complete the abandonment of the old 12" water line along this section of FM 1518. Qro Mex has completed the 16" water line installation and completed the tie-ins at FM 1518 and FM 78. They are working on final clean-up and revegetating of the site.

4. **Corbett Ground Storage Tank**

Project Description – Construction of a new 3-million-gallon Ground Storage Tank (GST). The GST will be used to fill the existing Corbett Elevated Storage Tank and provide additional water storage capacity. This new GST will receive water directly from the Schertz Seguin Local Government Corporation.

- Project Status: Construction Phase
- Projected Completion: Fall 2025
- Project Cost: Design $466,265, Construction $7,360,054
- Consultant: Unintech Consulting Engineers
- Contractor: Pesado Construction Co.

Project Update: Pesado has completed the generator, electrical building, and pump pads and is now continuing with yard piping within the site. They are coordinating with City staff and SSLGC for tie-ins to the supply water line as well as to the elevated tank.

5. **Water Loop Lines**

Project Description – Install 12" water main lines to provide a looped distribution system from Ware Seguin to Lower Seguin and Pfeil Road to N Graytown Road.

- Project Status: Design
- Projected Completion: Spring 2026
- Project Cost: Design NTE $200,000, Construction Estimate $4,400,000

Project Update: Negotiation for needed easements for the project continues. A few landowners have agreed to the easements however some are still concerned about the impacts of the easement to their property. Based on the success of the negotiations, it is possible that line alignment may be altered. It is also possible that the City will need to use the eminent domain process to acquire some easement area. Staff will do everything possible to avoid that scenario, but Council should be aware that if realignment and negotiation efforts ultimately prove unsuccessful, it may be the recommended course of action. Once all easements have been acquired the project will be bid and proceed into construction.

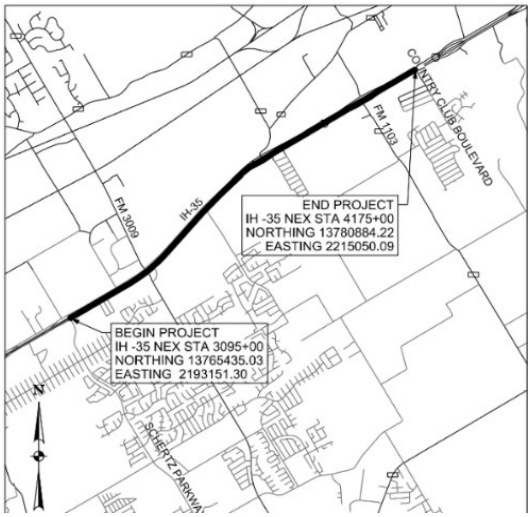
6. **IH 35 NEX-North Utility Relocations**

Project Description – Relocation of water and sewer utilities to avoid conflicts as part of the TxDOT

IH 35 NEX project.

- Project Status: Design
- Projected Completion: Joint Bid Construction is planned for End of 2026
- Project Cost: Design & Easement Acquisition Services - $1,250,000
- Consultant: Halff Associates

Project Update: No significant change from previous update - Halff continues with easement negotiations for the sewer installation. Once all easements have been acquired, the project will be bid and proceed to construction. Staff has also been working with TXDOT and the utility coordinators to complete the relocation agreements that need to be in place for the City to be reimbursed by TxDOT for these relocations.



7. **Robin Hood Way Waterline Replacement**

Project Description – Replacement and upsizing of water line in Robin Hood Way, Sherlock Lane, and Nottingshire. The main replacement is to increase flows in the area, particularly to meet fire flow requirements. The project also includes street resurfacing and rehabilitation work that was previously removed from the SPAM project.

- Project Status: Design
- Projected Completion: Fall 2025
- Project Cost: $5,350,000
- Consultant: Kimley- Horn & Associates

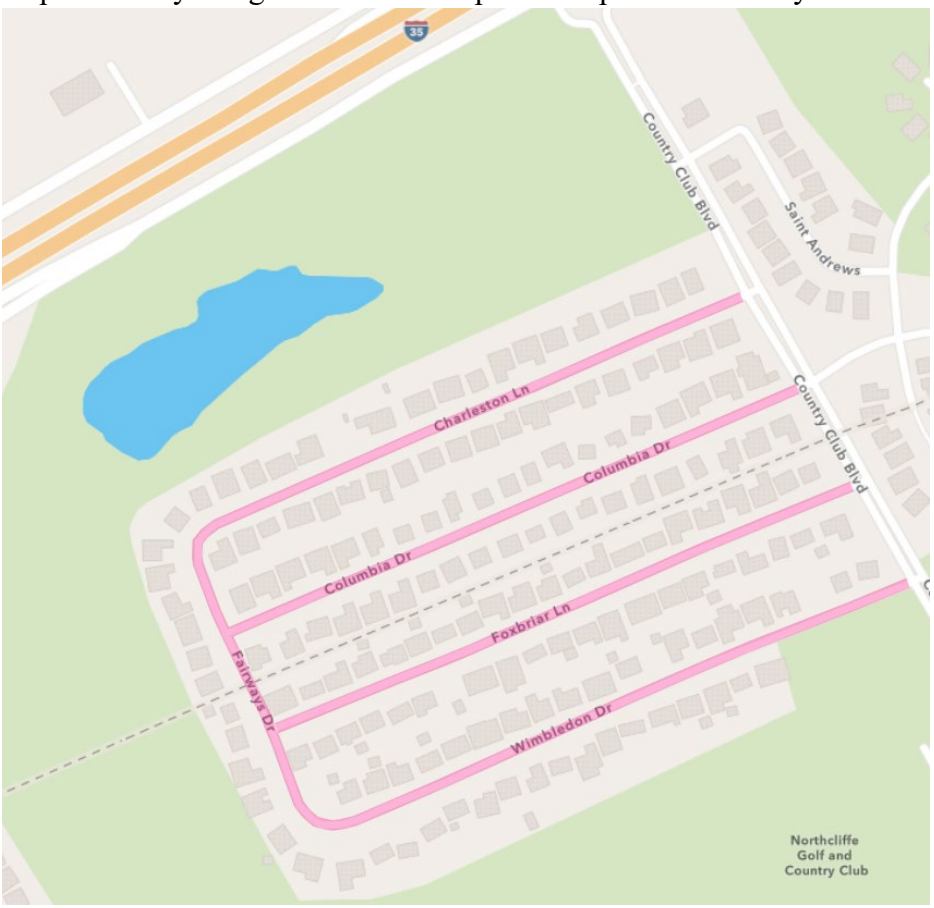
Project Update: Survey work for the water line replacement is underway in the Schertz Forest Subdivision. The surveying is expected to be completed by the end of the month. The consultant has started the initial design effort for the project.

8. **Northcliffe Country Club Estates Water and Wastewater Main Replacement**
   Project Description – replacement of the water and wastewater mains and rehabilitation of the streets in the Northcliffe Country Club Estates subdivision.
   - Project Status: Design
   - Projected Completion: Fall 2026
   - Project Cost: Design & Easement Acquisition Services - $5,000,000
   - Consultant: Unintech Consulting Engineers, Inc

   Project Update: Project design will begin after the Council approval of the Task Order in April 2025.

9. **Bell North Sewer Extension**
   Project Description – Ten commercial properties on the west end of Bell North Drive are served by private grinder pumps that pump into a public wastewater force main that discharges into a manhole near 17316 Bell North Drive. This project is the construction of a gravity sewer main within Bell North Drive that will flow toward and discharge into the main on Doerr Lane.
   - Project Status: Design
   - Projected Completion:
   - Project Cost: Design $95,000
   - Consultant: Freeland Turk Engineering Group LLC

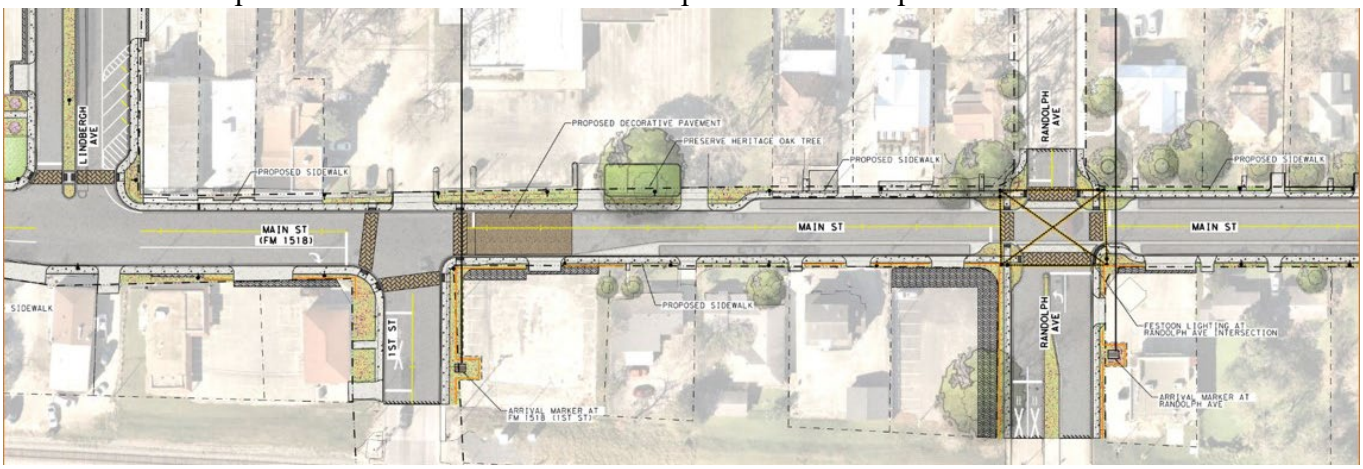
   Project Update: This project includes the replacement of the existing sewer ahead of the SPAM 2025 CIP project. Freeland Turk is starting the design stages of the project. In April the surveying and preliminary design should be complete and provided to City staff for review.



Street Projects:

1. **Main Street Improvements Project**
   Project Description – The project will improve sidewalks, provide street lighting, way-finding signage, landscaping, utility relocations, and architectural elements such as decorative concrete, decorative lighting, screening, and area signage. This project will also replace aging water and sanitary sewer mains and reconstruct the street with a new, stronger pavement section. Additionally, Lindbergh between Main and Exchange will be reconstructed.
   - Project Status: Design
   - Projected Completion: Fall 2027
   - Project Cost: Design NTE $2,173,905, Construction $24,600,000
   - Consultant: Kimley- Horn Associates

   Project Update: Staff are still waiting on the 60% plans from GVEC. Our consultant requested a status update from GVEC on the 60% plans. The consultant is proceeding with the final design of the water and sewer main replacements. Some adjustments have been made to the plans based on the earlier feedback between the consultant and GVEC as GVEC has been developing their relocation plans. The water and sewer line replacement are expected to start Summer 2025.



2. **Lookout Road Reconstruction**
   Project Description – The project involves reconstruction of Lookout Road from Schertz Parkway to Doerr Lane. A traffic signal at the Lookout Road/Schertz Parkway intersection will also be installed. The project also includes the replacement and upsizing the existing sanitary sewer main in Lookout Road from Doerr Lane to Schertz Parkway.
   - Project Status: Design
   - Projected Completion: March 2026
   - Project Cost: Design $571,000 ($20,000 from Selma), Construction estimate $6,738,092 ($100,000 from Selma)
   - Design Consultant: Halff Associates

   Project Update: The recent approval of a Task Order Amendment allows the right-of-way acquisition effort to begin. The consultant is coordinating with utility companies to get the known conflicts addressed before project construction begins. Construction is expected to start Summer 2025. Staff provided a project update to the EDC Board late last month.

3. **Lower Seguin Road Reconstruction**

Project Description – The project will reconstruct a 2.9-mile segment of Lower Seguin Road to widen and improve the street to the section identified in the Master Thoroughfare Plan. The City intends to pursue Federal DCIP funding for project construction.

- Project Status: Design
- Projected Completion: January 2027
- Project Cost: $18,200,000
- Consultant: Halff & Associates

Project Update: The consultant just completed Subsurface Utility Engineering (SUE) work int the project area. This work involved pot-holing existing utilities to accurately verify their location and depth. Environmental excavations needed for the environmental clearance effort have also been completed. Later this month the consultant will provide the first final design plan review submittal. The consultant continues to coordinate with the base on the project efforts and gathers more information from them to incorporate into the plans.

4. **2024 SPAM Resurfacing**

Project Description – The project includes the performance of prep work (base repairs, crack sealing, level up, etc.) and application of a slurry seal to the surface of various streets in the City. Work on other streets includes removal of existing asphalt surface; cement stabilization of base material; and application of a new layer of asphalt on street surface for other various City streets. PCI data was used to select the streets in the project.

- Project Status: Design and Construction
- Projected Completion: April 2025
- Project Cost: $3,220,000 (estimated total)
- Design Consultant: Kimley-Horn Associates
- Contractor: R.L. Jones LP

Project Update: All of the "prep work" has been completed. The slurry seal contractor is expected to arrive on the project on April 1st. The slurry seal application will go quickly, and the project is expected to be complete mid-April 2025.

5. **Buffalo Valley South Resurfacing and Rehabilitation and Utility Replacements**

Project Description – Water and sanitary sewer main replacements and street rehabilitation of Buffalo Valley South, specifically Mill Street, 1st St, 2nd St, Bowman St, Lee St, Church St, Zuehl St, and Wuest. PCI data was used to select the streets in the project. Project will be funded with a combination of SPAM funding (for the street rehabilitation) and ARP funding for the utility replacement.

- Project Status: Construction
- Projected Completion: Winter 2026
- Project Cost: $5,705,000 (estimated total)
- Design Consultant: Unintech Consulting Engineering
- Contractor: E-Z Bel Construction, LLC

Project Update: Construction is underway on Zuehl. The sewer line is being replaced first, then the water line. After both lines are replaced and have been tested, the street rehabilitation will be done. The contractor has two utility crews working on the project. One crew is working on

the sewer line replacement as is further "ahead." The second crew is working on the water line replacement.

6. Boenig Drive Reconstruction

Project Description – Reconstruction of Boenig Drive between Ware Seguin Road and Graytown Road. The reconstruction includes reconfiguration of the intersection with Ware Seguin Road to improve efficiencies and eliminate having two street intersections side-by side on Ware Seguin Road.

- Project Status: Design
- Projected Completion: Winter 2025
- Project Cost: $3,240,000
- Consultant: Unintech Consulting Engineers, Inc.

Project Update: The consultant has just begun the project design.

7. 2024 SPAM Rehabilitation

Project Description – Rehabilitation of St Andrews, Maple, and part of the Silvertree Subdivision streets. Rehabilitation involves removing the existing pavement, stabilizing the material underneath, and placing a new layer of pavement on the street.

- Project Status: Construction
- Projected Completion: Winter 2025
- Project Cost: $3,561,660
- Consultant: Kimley-Horn Associates

Project Update: Bids were opened on March 28th for the project. A contract award recommendation will be provided to Council for approval in April 2025.

8. **FM 3009 Overpass**
   Project Description – TXDOT project for overpass construction at the FM 3009/FM 78 intersection to elevate the main lanes of FM 3009 over the railroad tracks and FM 78. On and off ramps will be provided so vehicles can travel between FM 3009 and FM 78 at the intersection. The project includes some improvements to FM 78 to improve operational efficiencies of the on and off ramps.
   - Project Status: Schematic Design and Environmental Clearance
   - Projected Completion: TBD
   - Project Cost: $40,000,000 (TXDOT)
   - Consultant: Kimley-Horn Associates

   Project Update: The schematic plans and the environmental clearance are underway. Some initial public meets have been held, and more are scheduled in the near future. TXDOT has also met with affected property owners and explained the project and potential right-of-way needs to them. TXDOT has formally applied to the Alamo Area Metropolitan Planning Organization (AAMPO) for construction funding.

<u>Parks & Recreation Projects:</u>

1. **Schertz Soccer Complex Irrigation Water Storage Project**
   Project Description – Upgrading electrical components, upsizing well pump and piping, and adding storage capacity for irrigation of the Schertz Soccer Complex.
   - Project Status: Bidding Phase III
   - Projected Completion: Summer 2025
   - Project Cost: $107,036.90
   - Consultant: Unintech Engineering
   - Contractor: TBD

   Project Update: The project was put back out to bid and received one qualified bid. The bid will be presented to council for approval at a future meeting in April.

2. **Schertz Soccer Complex Lighting Project**
   Project Description – Adding lights and accompanying infrastructure to Fields 3-12. Replacing metal halide lighting on Fields 1 and 2 with upgraded LED lighting for energy efficiency and color consistency.
   - Project Status: Completed
   - Projected Completion: Spring 2025
   - Project Cost: $1,843,000 (estimated total)
   - Contractor: Musco Lighting w/subcontractor Master's Electrical

   Project Update: Project is substantially complete. Musco Lighting to perform a final light survey in mid-March. Practices and games started March 1. City staff is working on other maintenance items around the complex in anticipation of the ribbon cutting date in early April TBD.

I.T. Projects:

1. **Asset Management- Work Order System – Open Gov**
   Project Description- Replace the current work order and asset management systems
   - Project Status: In progress
   - Projected Completion: Fall 2025
   - Project Cost: Approximately $470,000
   - Contractor: Open Gov

   Project Update: City staff have completed the assigned spreadsheets provided by OpenGov with asset information, workflow information, labor, resources, etc. This information will be built into the software system. We have a "train the trainer" session scheduled for April 1-2.

Studies and Plans:

1. **Water and Wastewater Master Plan Update and Impact Fee Study**
   Project Description – Collect, review data from the City and provide updated data for the Land Use Plan, Water and Wastewater System Model, Master Plan, CIP, Water/Wastewater Impact Fees, and Flow monitoring.
   - Project Status: Study
   - Projected Completion: Spring 2025
   - Project Cost: $500,000
   - Consultant: Lockwood, Andrews & Newnam

   Project Update: Council adopted updated Water and Wastewater Master Plans on March 4, 2025. A public hearing on updates to Land Use Assumptions (LUAs), Capital Improvement Plans (CIPs), and Impact Fees was held on March 18, 2025. During the April 1, 2025, meeting, City Council will consider adoption of the proposed updates to the LUAs, CIPs, and Impact Fees.

TxDOT Roadway Projects:
Note: If links do not work, please contact engineering@schertz.com

1. **FM 1103 Improvement Project:** Construction officially began in November 2022 and was originally expected to be complete in fall 2026. Minor progress is being made on the roadway while utility relocation continues. General project updates are available by signing up at this link: FM 1103 Construction Newsletter

2. **FM 1518 Improvement Project:** SER Construction, LLC, formally began construction on April 9, 2024. The contractor has leased property owned by the City on Schaefer Road to stage construction activities. The first few months of the project will be mainly underground utility construction and will mostly take place outside travel lanes. While there may be some delays, major traffic disruptions should not be experienced much during this phase of the project. The project is currently anticipated to be completed in 2028. Updates regarding the FM 1518 project are available by visiting and subscribing at the following link: FM 1518 Expansion

3. **IH-35 NEX (I-410 South to FM 1103):** The central segment of the I-35 Northeast Expansion project continues with Alamo NEX Construction handling the design-build project. The central section runs from 410 N to FM 3009. Utility coordination work for the northern segment of the project is underway. TxDOT consultants have met with Public Works and Engineering Staff to begin establishing relocation needs. The City will be reimbursed for the costs of all relocations needed except for any upsizing or improvements above current conditions. Updates about the project can be obtained by signing up at the following link: I 35 NEX Project Updates

4. **IH-10 Graytown Road to Guadalupe County Line: Work** for the widening of the main lanes and utility relocations continues. Work on the FM 1518 bridge over IH 10 continues and will involve numerous episodes of the rerouting of traffic including shifting lanes and detours as necessary. Updates regarding the IH 10 project are available by signing up at the following link: IH 10 Expansion Information