

# MEETING AGENDA City Council REGULAR SESSION CITY COUNCIL April 15, 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 15, 2025 at 6:00 p.m.

### Call to Order

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

### **Special Announcements**

• Hal Baldwin Scholarship (R.Gutierrez)

### **Proclamations**

**Building and Safety Month-May 2025** (Councilmember Watson)

National Public Safety Telecommunicators Week April 13-19, 2025 (Councilmember Macaluso)

Military Child Month-April 2025 (Councilmember Guerrero)

International Firefighter's Day-May 4, 2025 (Councilmember Westbrook)

Animal Care and Control Appreciation Week April 13-19, 2025 (Mayor Pro-Tem Heyward)

Administrative Professionals Week April 21-25, 2025 (Councilmember Brown)

### **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 April 1, 2025 (S.Edmondson/S.Courney)
- **2. Resolution 25-R-024** Authorizing a Standard Utility Agreement with the State of Texas for the relocation of utilities for the IH 35 NEX Project (B.James/K.Woodlee/E.Schulze)
- **Resolution 25-R-049** Authorizing easement acquisition agreements related to the utility relocations for the IH 35 NEX Project (B.James/K.Woodlee/E.Schulze)

- **4. Resolution 25-R-047 -** Authorizing the purchase of specialized medical supplies (S.Williams/J.Mabbitt)
- **5. Resolution 25-R-045** Authorizing expenditures with Way Mechanical to replace two rooftop air conditioning/heating units at the Schertz YMCA (B.James/D.Hardin/C.Lonsberry)
- **6. Resolution 25-R-033** Authorizing the EMS, Utility Billing, Schertz Magazine, and Library debt revenue adjustments (S.Gonzalez/J.Walters)
- 7. **Resolution 25-R-052** Authorizing a construction contract with E-Z Bel Construction for the 2024 SPAM Rehabilitation Project (B.James/K.Woodlee/J.Nowak)
- **8. Resolution 25-R-055 -** Authorizing a Roadway Impact Fee Offset Agreement with the developer of the Heritage Oaks Subdivision (S.Williams/B.James)

### **Discussion and Action Items**

- 9. Ordinance 25-T-016 Authorizing an amendment to the Fiscal Year 2024-2025 Budget (S.Gonzalez/J.Walters)
- **10. 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)
- **11. Resolution 25-R-005** Approving a Utility Service Extension Request for the Woman Hollering Townhomes (B.James/K.Woodlee)
- **12.** Tax Increment ReInvestment Zone Board (TIRZ) Appointments/Reappointments (Mayor Gutierrez)

### **Public Hearings**

13. Ordinance 25-S-011 – Conduct a public hearing and consider a request to rezone approximately 0.4 acres of land from Single-Family Residential District (R-2) to Single-Family Residential District (R-6), known as 305 Aviation Avenue, more specifically known as Guadalupe County Property Identification Number 174165, City of Schertz, Guadalupe County, Texas (B.James/L.Wood/D.Marquez).

### Workshop

- 14. April 2025 Quarterly Streets Update
- **15.** April 2025 Drainage Rate Study Discussion
- **16.** Discussion regarding expansion of the CCMA South Plan due to lack of City of Schertz Capacity

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

### **Requests and Announcements**

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

### Adjournment

#### CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 10th DAY OF APRIL 2025 AT 2:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

I CERTIFY TH	HAT THE ATTA	CHED NOTICE A	AND AGENDA O	F ITEMS TO BE CON	SIDERED BY THE CITY
COUNCIL WA	AS REMOVED B . 2025.	SY ME FROM TH	E OFFICIAL BU	LLETIN BOARD ON	DAY OF
TITLE:					

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

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

Closed Sessions Authorized: This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering

available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

### COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

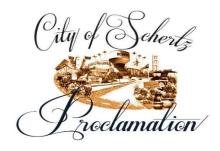
Mayor Gutierrez	Councilmember Davis- Place 1
Member	Member
Audit Committee	Interview Committee
	Main Street Committee - Chair
Investment Advisory Committee  Main Street Committee	
	TIRZ II Board
TIRZ II Board	T to to a constant
r tataaa	Liaison
Liaison	Parks & Recreation Advisory Board
Board of Adjustments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

City Council Meeting: April 15, 2025
Department: City Secretary

Subject: Building and Safety Month-May 2025 (Councilmember Watson)

### **Attachments**

Building Safety Month April 2025



# **Building Safety Month — May 2025**

Whereas, the City of Schertz is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play both in everyday life and when disasters strike; and

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and

**Whereas**, these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and

**Whereas**, Building Safety Month is recognized by the International Code Council to remind the public about the critical role of our communities' code officials—who assure us of safe buildings; and

Whereas, "Game On!" the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale; and

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state and federal building safety and in protecting lives and property.

**NOW THEREFORE**, I, Ralph Gutierrez, Mayor of The City of Schertz, do hereby proclaim the month of **May 2025 as Building Safety Month**.

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of the City of Schertz to be affixed on this the 15<sup>th</sup> of April 2025.

Ralph Gutierrez, Mayor

**City Council** 

**April 15, 2025 Meeting:** 

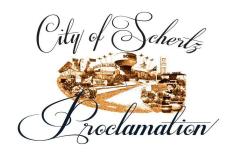
**Department: City Secretary** 

**Subject:** National Public Safety Telecommunicators Week April 13-19, 2025

(Councilmember Macaluso)

### **Attachments**

National Public Safety Telecomunicators Week



# National Public Safety Telecommunications Week April 13-19, 2025

Whereas, emergencies can occur at any time that require police, fire, or emergency medical services; and,

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Schertz emergency communications center; and,

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas, the Public Safety Telecommunicators Department has 16 employees: 1-Commications Manager with 20.5 years of experience, 4-Shift Supervisors with a combined 53 years of experience and, 12-Communication Officers with a combined total of 25 years of experience; and

**Whereas,** the Public Safety Telecommunicators for the City of Schertz answered approximately 100,000 calls in 2024, from which 85,000 calls were for service for Schertz and Cibolo Police Department; Schertz EMS Department and Schertz and Cibolo Fire Department and 86,000 TCIC Computer transactions; and

Whereas, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and,

Whereas, Public Safety Telecommunicators of the City of Schertz have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

**Now Therefore, Be It Resolved** that I, Ralph Gutierrez, Mayor of the City of Schertz proclaims.

### National Public Safety Telecommunicators Week, April 13-19, 2024

I encourage all citizens to join us in honoring the men and women whose diligence and professionalism keep our city and citizens safe.

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

Ralph Gutierrez, May	or

City Council Meeting: April 15, 2025

Department: City Secretary

Subject: Military Child Month-April 2025 (Councilmember Guerrero)

### **Attachments**

Military Child Month 2025



# April 2025 is "Month of the Military Child" April 15, 2025 is "Purple Up! For Military Kids Day"

WHEREAS, The City of Schertz will observe "Month of the Military Child" during the month of April 2025, and on April 15, 2025 "Purple Up! For Military Kids Day" to honor military families and their children for the sacrifices they make and their unconditional support of our armed forces; and

WHEREAS, Nearly 2 million children in military families face unique challenges, including frequent moves and family separations. These remarkable young people demonstrate incredible strength and courage while adapting to new schools, making new friends and supporting their families; service to our nation; and

WHEREAS, The City of Schertz, along with the Texas Education Agency, are committed to ensuring military connected students are supported in our schools and various programs, as our men and women in uniform focus on the challenges and missions they face in the line of duty; and

WHEREAS, In the month of April, citizens can show their support for military children and appreciation for their strength and sacrifices by wearing purple – which represents the blending of the colors of the Five Branches of the Armed Forces.

NOW, THEREFORE, I, Ralph Gutierrez, Mayor of the City of Schertz, call upon all citizens of the City of Schertz and upon all patriotic, civic and educational organizations to observe the month of April 2025 to be the "Month of the Military Child" and April 15, 2025 as "Purple Up! For Military Kids Day". Military kids are essential members of our community who deserve recognition for their strength and sacrifice.

> IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of the City of Schertz to be affixed on this the 15th of April 2025.

Ralph Gutierrez, Mayor

City Council Meeting:

**April 15, 2025** 

**Department:** 

**City Secretary** 

**Subject:** 

International Firefighter's Day-May 4, 2025 (Councilmember

Westbrook)

### **BACKGROUND**

Every year on May 4th, people around the world celebrate International Firefighter's Day to honor the brave men and women who risk their lives to keep communities safe from fires and other emergencies.

### **Attachments**

International Firefighters' Day 2025



# International Firefighters' Day

Sunday, May 4th, 2025

**WHEREAS**, Firefighters dedicate their lives to the protection of life and property; and sometimes that dedication is in the form of countless hours volunteers over many years, in others it is many selfless years working in the industry; in all cases it risks the ultimate sacrifice of a Firefighter's life; and

**WHEREAS**, International Firefighters' Day is a time where the community can recognize and honor the sacrifices that firefighters make to ensure that their communities and environment are as safe as possible; it is also a day in which current and past Firefighters can be thanked for their contributions; and

**WHEREAS**, International Firefighters' Day is observed each year on the 4<sup>th</sup> of May where we remember the past Firefighters who have died while serving our community or dedicated their lives to protecting the safety of us all; and show our support and appreciation to Firefighters worldwide who continue to protect us so well throughout each year; and

**WHEREAS**, hailing from all walks of life, they are our mothers, fathers, brothers, sisters, aunts, uncles, grandparents, neighbors, and friends. They protect us without wanting recognition or reward. In our time of need they are there with courage, compassion and loyalty. They are the essence of the true meaning of community.

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

### Sunday, May 4th, 2025 as International Firefighters' Day

And call upon all citizens to observe this day, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel.

IN TESTIMONY WHEREOF, I have signed my name officially and caused the Seal of the City of Schertz to be affixed on this the 15<sup>th</sup> of April 2025.

Ralph Gutierrez, Mayor

**City Council** 

Meeting:

**April 15, 2025** 

**Department:** 

**City Secretary** 

**Subject:** 

Animal Care and Control Appreciation Week April 13-19, 2025 (Mayor

**Pro-Tem Heyward)** 

### **Attachments**

Animal Care and Control Week 2025



# NATIONAL ANIMAL CARE AND CONTROL APPRECIATION WEEK April 13-19, 2025

**WHEREAS**, the National Animal Care and Control Association has designated the second full week in April as Animal Care and Control Appreciation Week; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all Animal Control Officers and Animal Services Staff for the dedicated service they provide to the citizens, public safety, and domestic animals and livestock across the nation; and

**WHEREAS**, the City of Schertz recognizes and commends the Schertz Animal Services personnel who answer calls for assistance, capture roaming and potentially dangerous animals, rescue animals, investigate reports of animal abuse, educate pet owners about responsible care, and mediate disputes between neighbors regarding pets; and

WHEREAS, in 2024, the City of Schertz Animal Services responded to 2,100 calls for service and handled 1,275 animals for intake; and

**WHEREAS**, the City of Schertz has a staff that includes: 1-Animal Services Manager, 4-Animal Services Officers and 4-Kennel Technicians; and

**WHEREAS**, in 2024, the Schertz Animal Services has developed partnerships with San Antonio Humane Society and other animal rescue organizations for the placement of scared or ill animals.

WHEREAS, in 2024, the Schertz Animal Services department continues their vision to have a special unit where they can care for neonatal animals, both domestic and wild. They have an entire room in full service dedicated to the care of infant animals; and,

WHEREAS, Animal Control Officers provide essential community functions including the enforcement of animal control laws, protecting the public from diseases such as rabies, and educating the public on the proper care of the community's pets; and

NOW, THEREFORE be it resolved that I, Ralph Gutierrez, Mayor of the City of Schertz proclaim National Animal Care and Control Appreciation Week - April 13-29, 2025

I encourage all citizens to join me in thanking our City of Schertz Animal Services for the dedication and exceptional service they provide to all citizens and animals in our great community

IN TESTIMONY WHEREOF, I

hereunto set my hand and caused the Seal of City of Schertz to be affixed on this the 1st day of April 2025.

Ralph Gutierrez, Mayor

**City Council** 

**Meeting:** 

**April 15, 2025** 

**Department:** 

**City Secretary** 

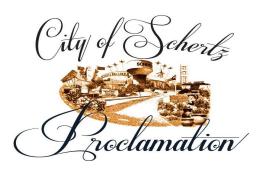
**Subject:** 

Administrative Professionals Week April 21-25, 2025 (Councilmember

Brown)

### **Attachments**

Administrative Professionals Week 2025



## NATIONAL ADMINISTRATIVE PROFESSIONALS' WEEK

April 20th - April 26th, 2025

## NATIONAL ADMINISTRATIVE PROFESSIONALS' DAY

April 23rd, 2025

**WHEREAS,** National Secretaries Week was organized in 1955 by the U.S. Department of Commerce, renamed to Professional Secretaries Week and in the year 2000 became Administrative Professionals Week; and

WHEREAS, Administrative Professionals Week 2024 focuses on honoring the Office Professionals who make offices work, reflecting the integral and significant role that office professionals play in modern business; and

WHEREAS, Administrative Professionals play an essential role in coordinating the office operations of businesses, government, educational institutions, and other organizations; and

WHEREAS, Administrative Professionals Week is observed annually, and in our nation, there are approximately 3.6 million Administrative Professionals who make important contributions at their workplace; and

WHEREAS, the City of Schertz Administrative Professionals have a combined total of over 100 years' experience; and

**WHEREAS**, the work of administrative professionals today requires advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service and other vital office management responsibilities, and most importantly, have the willingness to learn and accept new challenges; and

WHEREAS, Administrative Professionals serve as information hubs, managing and cataloging information, organizing the office space, and mastering office technology; and

**WHEREAS**, Administrative professionals are employed in public and private sectors, including business, government, and academic settings; and

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

National Administrative Professionals Week-April 20<sup>th</sup> -April 26<sup>th</sup>, 2025

and National Administrative Professionals Day-April 23<sup>rd</sup>, 2025

in the City of Schertz, and I urge all citizens to thank the City of Schertz Administrative Professionals for providing beneficial services to our workplaces, our community and our economy.

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

Ralph Gutierrez, Mayor

**City Council** 

**Meeting:** 

**April 15, 2025** 

**Department:** 

**City Secretary** 

**Subject:** 

Minutes - Approval of the minutes from the City Council Meeting on April

1, 2025 (S.Edmondson/S.Courney)

### **Attachments**

Draft minutes 04-01-2025

# DRAFT

### MINUTES REGULAR MEETING April 1, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on April 1, 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 Michelle

Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero;

Councilmember Robert Westbrook; Councilmember Tim Brown

Absent: Mayor Pro-Tem Allison Heyward

Staff City Manager Steve Williams; Deputy City Manager Brian James; City Attorney present: Daniel Santee; Assistant City Manager Sarah Gonzalez; City Secretary Sheila

Edmondson; Deputy City Secretary Sheree Courney

### Call to Order

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

# Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Mayor Gutierrez)

Mayor Gutierrez 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.

#### **Proclamations**

### National Library Week - April 6-12, 2025

Councilmember Watson presented the National Library Week Proclamation to Library Director Melissa Uhlhorna, Library Advisory Board and the library staff.

### National Child Abuse Awareness and Prevention Month - April 2025

Councilmember Macaluso presented the National Child Abuse Awareness and Prevention Month Proclamation to Christy Williams-Director of the Guadalupe County Children's Advocacy Center, Heather Davis-Crime Victim Liaison, Officer Daniel Trevino and staff from the organization Thriving Hearts.

### **Sexual Assault Awareness Month - April 2025**

Councilmember Guerrero presented the National Sexual Assault Awareness Month-April 2025 Proclamation to Thriving Hearts Crisis Center CEO Mamijeh Huereca.

National Crime Victim's Rights Week - April 6-12, 2025 (Councilmember Brown) Councilmember Brown presented the National Crime Victim's Rights Week Proclamation to Crime Victims' Liaison Heather Davis, Chief Jim Lowery, Christy Williams-Director of GCCAC and CEO Manijeh Huereca of Thriving Hearts.

### **Employee Introductions**

- Parks & Recreation: Recreation Manager Cassie Paddock introduced Athena Nolen the new Civic Center Manager
- Public Works: Leroy Moody-Drainage Worker I; Beau Schultz-Water/Wastewater Worker I; Jason Trial-Water/Wastewater Worker I
- Utility Billing: Utility Billing Manager Rodolfo Rosales introduced 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)

- ACM Biran James provided the following announcements:
- Friday-April 4th, 2025: YMCA Easter Extravaganza
- Saturday-April 5th, 2025: One Community Car Show at Santiko and Parks and Recreation-Farmer's Market
- Saturday-April 12th, 2025: Lion's Club Easter in the Park, Love Where You Live (LWYL) Spring Service Day, Parks Department Power Wheels Derby
- Tuesday-April 15th, 2025: Schertz City Council Meeting

Announcements and recognitions by the City Manager (S. Williams)

- Congratulations to Richard Koontz-promoted to Sergeant-Schertz Police Department
- Thank you to the EMS Bus for going to Harligen, TX to assist with the flooding

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.

**Tom Armstrong**-Republic Services,4542 SE Loop 410, San Antonio, TX- Mr. Armstrong spoke about the Solid Waste RFP. Republic Services has provided solid waste services for the City of Schertz for the last 8 years. He stated that the RFP scoring did not account for the partnership and the support Republic Services had provided to the city over the years, and he believed it was an important factor when reviewing the bids.

**Dana Eldridge**, 2628 Gallant Fox Drive-Mr. Eldridge spoke about the proposed Solid Waste RFP. His concern was about the 96-gallon container that residents would be using under the new contract. He asked if any coordination was made with the HOA's about the 96-gallon containers and keeping the trash/recycling containers outside. Most HOA's have regulations about trash and recycling containers being seen from the road. Mr. Eldridge asked how long the temporary flag/signs would be allowed to be out at the Bob Mill's Furniture location. The flags have been out for over 2 months and are now wrapping around the building towards the Walmart /La Quinta Inn.

**Maggie Titterington**, 1730 Schertz Parkway-Ms. Titterington thanked the Council for acknowledging the letter she sent to them about the sign ordinances. She asked if the Council would reconsider the option they took for temporary signs before the ordinance is written. Ms. Titterington is asking the Council to consider Option # 2, which was presented at the March 18, 2025, Council Meeting.

Option #2: Prohibiting all balloon signs, which will result in businesses being contacted to remove any balloon / inflatable signs they may have on their property. Requiring businesses that have feather flags on their property to obtain a sign permit with the stipulation that feather flags are only allowed for 14 days per calendar year. Every business that has a feather flag on their property will be required to obtain a temporary sign permit. Any feather flag that does not obtain a permit or after receiving a permit that is left on site for more than 14 days, the business / property owner will be notified that the feather flag is in violation and would need to be removed.

Ms Titterington acknowledged that Frontier Services were being considered for the solid waste contract. She is looking forward to the possibility of a 96-gallon garbage/recycling bin.

### **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)
- **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)

Moved by Councilmember Michelle Watson, seconded by Councilmember Tim Brown

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

### **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)

Sam Haas, Senior Planner, presented the proposed UDC Amendments to Article 5-Zoning Districts, Section 21.5.4-Zoning Change; Subsection E.4-Protest to align with the recent Charter Amendment that was approved by Schertz voters on November 5, 2025-Special Election. The changes include:

Ordinances now require only one hearing-the previous Charter required two hearings. This change requires some edits to this particular section of the UDC where two meetings are still referenced. In 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. The proposed changes with the deadline applies to the receipt and calculation of written protest: 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.

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.

Public Hearing opened at 6:49 p.m. No residents came forward to speak. Public Hearing closed at 6:49 p.m.

Mayor Gutierrez opened the floor to Council for discussion. Councilmember Brown made a motion to approve Ordinance 25-S-012.

Moved by Councilmember Tim Brown, seconded by Councilmember Michelle Watson

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

Passed

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)

Mayor Gutierrez recognized Assistant City Manager Sarah Gonlalez, who explained

that the current solid waste/recycling agreement with Republic Services will expire on June 30, 2025. 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.

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. Schertz received 4 sealed bids that were reviewed and evaluated. 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.

**Current Monthly Cost-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

### 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.

The two options that were recommended:

### 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

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

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

Items of Note - Commercial • 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.

Staff recommends Option #1 and add Household Hazardous Waste direct pick-up: additional \$1.10/month

Mayor Gutierrez explained this item was on the agenda as a public hearing. Public Hearing opened at 7:14 p.m.

Michele Tereletsky,705 Marilyn Drive-Ms. Tereletsky had concerns about the quantity of garbage with receiving a 96-gallon and a 96-gallon recycling cart. She understands there has to be a change and the rates increase, but has some concerns about the service. Mr. Tereletsky also asked about the holiday schedule and changes.

Dana Eldridge, 2628 Gallant Drive-Mr. Eldridge currently has twice-a-week service and said it would not be a problem to receive only once-a-week service. He had questions about the bulk/brush pick up especially when he has several bags of leaves he rakes.

Maggie Titterington, 1730 Schertz Parkway-Ms. Titterington is glad that she will possibly receive a 96-gallon recycling cart. She has not had any issues with the 96-gallon size when she needs to move the carts down the street.

Public Hearing closed at 7:24 p.m.

The Mayor opened the floor to Council for discussion.

Councilmember Brown asked if the vendor will provide additional information about the services provided.

Councilmember Westbrook had questions about recycling every week or every other week. He asked historically how much recycling residents use with the 18-gallon bin vs a new 96-gallon bin and recycling service other every week.

Councilmember Guerrero asked how the new information will be sent to the residents. ACM Gonzalez explained they will use every type of communication available: Schertz Magazine, website, emails. etc.

Councilmember Davis asked about the Spring/Fall Cleanup. Under a new agreement, the Spring/Fall Cleanup will be eliminated, and he feels the public is unaware of that. There has been a lack of communication and it has been problematic. He has concerns about recycling going every other week and the brush/bulk going to every other week.

City Manager Williams addressed some of the questions that were brought up by the residents, which included an inflationary increase, brush/bulk every other week and the automated service with collecting the carts.

Mayor asked for a motion to approve Ordinance 25-F-014 with Option #1 including option to add Household Hazardous Waste direct pick-up: additional \$1.10/month

Moved by Councilmember Tim Brown, seconded by Councilmember Robert Westbrook

AYE: Councilmember Michelle Watson, Councilmember Paul Macaluso, Councilmember Ben Guerrero, Councilmember Robert Westbrook, Councilmember Tim Brown

NAY: Councilmember Mark Davis

Passed

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)

Mayor Gutierrez recognized Finance Director James Walters, who explained what the new fees would look likd on the new fee schedule. The option to add Household Hazardous Waste direct pick-up: additional \$1.10/month is not on the presentation, but will be added to the official paperwork.

Mayor Gutierrez explained this item was on the agenda as a public hearing. Public Hearing opened at 7:58 p.m. No residents came forward to speak. Public Hearing closed at 7:59 p.m.

Mayor Gutierrez opened the floor for discussion to Council. No one spoke, so the Mayor made a motion to approve Ordinance 25-M-018 with the option to add Household Hazardous Waste direct pick-up: additional \$1.10/month. Moved by Mayor Gutierrez, seconded by Councilmember Michelle Watson

AYE: Councilmember Watson, Councilmember Macaluso Councilmember Guerrero,

Councilmember Westbrook, Councilmember Brown

AGAINST: Councilmember Davis

Other: Mayor Pro-Tem Allison Heyward (ABSENT)

Passed

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)

Mayor Gutierrez recognized Senior Planner Sam Haas who explained that the City is in the process of 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.

Changes included Section 34-50. Dumping; Section 34-51. Residential collection regulations; Section 34-52 Commercial collection regulations; Section 34-53 Permit for private haulers of recycleable materials; Section 34-54 Offense; Section 54.22 Exterior property areas; nuisance upon premises.

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

Public Hearing opened at 7:08 p.m.

Ms. Kyllysta Dawkins thanked the Council for considering the proposed solid waste collection to include a 96-gallon cart.

Public Hearing closed at 7:09 p.m.

Mayor Gutierrez opened the floor to the Council for discussion. Councilmember Brown made a motion to approve Ordinace 25-H-015.

Moved by Councilmember Tim Brown, seconded by Councilmember Paul Macaluso

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

Passed

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

Passed

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)

Mayor Gutierrez recognized Engineering Director Kathy Woodlee who presented a PowerPoint explaining the need for the city to update 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 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. Ms. Woodlee explained that the service maps had updated corrections and will be included in the ordinance.

Summary: 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 and includes the revised service maps.

Moved by Mayor Gutierrez, seconded by Councilmember Davis AYE: Councilmember Davis, Councilmember Watson, Councilmember Macaluso, Councilmember Guerrero, Councilmember Westbrook, Councilmember Brown Other: Mayor Pro-Tem Allison Heyward (ABSENT) Passed

### **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)

Resolution 25-R-021 was tabled for the next meeting.

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

Resolution 25-R-005 was tabled for the next meeting.

### 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**

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

Councilmember Westbrook attended the David Peveto Golf Tournament, by the Education Foundation.

Councilmember Brown attended the Pre-Budget Retreat

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Mayor Gutierrez adjourned the meeting at 8:29 p.m.	
ATTEST:	Ralph Gutierrez, Mayor
Sheila Edmondson, City Secretary	

**City Council** 

**April 15, 2025** 

**Department:** 

**Engineering** 

**Subject:** 

**Meeting:** 

Resolution 25-R-024 - Authorizing a Standard Utility Agreement with the

State of Texas for the relocation of utilities for the IH 35 NEX Project

(B.James/K.Woodlee/E.Schulze)

### **BACKGROUND**

Due to conflicts with the Texas Department of Transportation's (TxDOT) proposed IH 35 NEX project, the City of Schertz must relocate existing water and sewer mains. In order to accomplish these relocations, the City needs to enter into a Standard Utility Agreement with the State of Texas. The agreement provides for the reimbursement to the City for the relocations.

The agreement includes the joint bid of water relocations including the relocation of approximately 23,000 linear feet of 12-inch water lines (including 2 crossings). Sewer relocations will be by non-joint bid. This will consist of the relocation of roughly 3,500 linear feet of 8-inch though 16-inch sewer mains (both gravity and pressure). The non-joint bid portion of the project also requires newly acquired easements adjacent to the interstate.

The utility relocations and easements are also fully reimbursable since this is an interstate project. Responsibilities of the City and TxDOT related to this relocation are outlined in a Standard Utility Agreement (SUA) funding reimbursement. Project expenses include the following.

*Joint Bid - Water Construction	\$7,039,136.50	
**Non-Joint Bid - Sewer Construction	\$2,095,110.05	
**Professional Services	\$1,514,630.44	
**Property Acquisition	\$110,630.00	
TOTAL	\$10,759,506.99	

<sup>\*</sup> Amount payable in TXDOT Contract (Joint Bid)

Halff Associates, Inc has been hired to perform the design and easement acquisition services for the project. This was approved by Resolution 23-R-106.

### **GOAL**

The goal of Resolution 25-R-024 is to authorize a SUA with the State of Texas for the relocation of utilities due to TXDOT's IH 35 NEX project.

### **COMMUNITY BENEFIT**

<sup>\*\*</sup> Utility Cost (to be reimbursed)

The relocation of utilities will allow for the continuation of water and sewer service to residents and businesses along the IH 35 corridor.

### SUMMARY OF RECOMMENDED ACTION

Staff recommends that City Council approve Resolution 25-R-024, authorizing a SUA with the State of Texas for the relocation of utilities along IH 35.

### FISCAL IMPACT

Initial funding for the design work has been allocated from the City's Water and Sewer Construction Reserves as outlined in Resolution 23-R-106. Funding for the easement acquisition and construction of the utility relocations will be from Water and Sewer Construction Reserves. The total project is expected to cost \$10.8 million. Approximately \$7 million will be included as part of the joint bid construction contract. \$3.8 million will be the non-joint bid construction costs, professional services and easement acquisition. This will be initially funded by the City and reimbursable from the State of Texas due to this being an interstate highway.

### RECOMMENDATION

Approve Resolution 25-R-024

**Attachments** 

Resolution 25-R-024 with attachments

#### **RESOLUTION NO. 25-R-024**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A STANDARD UTILITY AGREEMENT WITH THE STATE OF TEXAS FOR THE RELOCATION OF UTILITIES FOR THE IH 35 NEX PROJECT

WHEREAS, the Texas Department of Transportation (TxDOT) is undertaking the IH 35 NEX Project and has acquired additional right of way for the widening of the highway; and

**WHEREAS,** water and sewer mains of the City of Schertz, Texas, (City) are located in conflict with the planned TxDOT improvements to IH 35; and

WHEREAS, the State of Texas will pay to the City of Schertz the costs incurred in adjustment, removal, and relocation of the utilities; and

WHEREAS, City Staff has recommended that the City enter into a Standard Utility Agreement (SUA) with the State of Texas for the relocation of utilities along IH 35 and reimbursement of project costs.

# 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 the TxDOT Standard Utility Agreement in substantially the form set forth 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. and it is so	This Resolution shall be in resolved.	force and effect from and	after its final passage,
PA	ASSED AND ADOPTED, this	day of	_, 2025.
		CITY OF SCHERTZ, TEX	XAS
		Ralph Gutierrez, Mayor	
ATTEST:			
Sheila Edmondso	on, City Secretary		

### **EXHIBIT A**

### STANDARD UTILITY AGREEMENT WITH TXDOT





**To:** Kyle Madsen, JD, CTCM

Director, Right of Way Division

Through: Charles C. Benazvidez, P.E.

District Engineer, San Antonio - 15 District Initial:

**From:** Richard De La Cruz, P.E.

Director of TP&D, San Antonio - 15 District Initial:

Subject: Standard Utility Agreement, City of Schertz

Utility ID #: U00020217 ROWIS U#: N/A

CCSJ: 0016-06-115 & 0016-05-111 HWY: IH 35

From: FM 3009 - Guadalupe/Comal CL To: Guadalupe/Comal CL -FM 1103

Our District has executed a Standard Utility Agreement with the subject Utility for the above-referenced project and is now being submitted for file. This agreement provides funding for the utility to adjust their facilities in correlation with the included Agreement Assembly that contains the Standard Utility Agreement (ROW-U-35), attachments 'A' through 'H', and attached checklist.

### The location of the Utility is in conflict with the Highway Construction Project as follows:

The ROW is being widened and the northbound and southbound frontage roads are shifting out causing conflicts with the City's water and wastewater lines.

### The utility will complete the following to clear the conflict:

Joint-bid water relocations: remove/aband 23,110 LF of 12" waterline, replace with 22,754 LF of 12" waterline (includes 2 crossings). Non-joint-bid wastewater relocations: remove/abandon a total of 3,427 LF of 8", 10", 14", & 16" wastewater

The following will be used by the utility:

Internal Labor

(all that apply) Consultant Engineering (rates supplied)

ROW-U-48 A Open Solicitation of bids

ROW-U-48 E Joint Bid with TxDOT

The Utility is aware that they will need to submit specific documents, prior to or at billng, as designated on the attached checklist.

A courtesy review was performed by: Paul Fierro

This Standard Utility Agreement has been reviewed and approved by San Antonio - 15 Districts Utility Coordinator, TP&D Director, and District Engineer.

Should you have any questions please contact: Raul San Miguel

Utility Coordinator 210-615-5947

Raul.SanMiguel@txdot.gov



### **Utility Coordinator's Agreement Checklist**

#### Project / Agreement Information Your Name: Raul San Miguel Description of Work: ROW is being widened and frontage roads are shifting causing conflicts with water & ww lines. Waterline: remove/aband Your Title: Utility Coordinator 23,110 LF of 12" waterline, replace with 22,754 LF of 12" waterline (includes 2 crossings) Wastewater: remove/abandon a Your Phone: 210-615-5947 Your Email: Raul.SanMiguel@txdot.gov Are all applicable forms submitted complete, up-to-date, and unmodified?\* YES Supervisors Name: Richard De La Cruz, P.E. Are explanations or clarifications included where necessary for complete understanding? YES Supervisors Title: Director of TP&D Is Signature authority included for representative signing forms if other than officer level? ROW-U-40 YES Supervisors Phone: 210-615-6434 Is the CPA screenshot included? (Include immediately after checklist) Supervisors Email: Richard.DeLaCruz@txdot.gov Does TxDOTCONNECT TIN match CPA screenshot TIN? YES District Engineer: Charles C. Benazvidez, P.E. Does TxDOTCONNECT mail code match CPA screenshot mail code? YES Title: District Engineer Does TxDOTCONNECT address match CPA screenshot, and the invoice remittance address? YES District Engineer's Phone: 210-615-5825 Has the TxDOTCONNECT utility page, including utility status, been updated? YES District Engineer's Email: <a href="mailto:Charles.Benavidez@txdot.gov">Charles.Benavidez@txdot.gov</a> ATTACHMENT A - Plans and Estimate District: San Antonio - 15 PLANS: Utility Name: City of Schertz Is the project or vicinity plat provided where needed to understand scope of proposed work? YES ROWIS U#: N/A Is the adjustment within Project limits or DIRECTLY related to work required within Project limits? YES Utility ID#: U00020217 Are the existing and proposed ROW lines, and the existing and proposed utility easements shown? YES Is the existing facility including nature of conflicts and eligibility lengths or pole count per page shown? Date Received (District): 3/10/2025 YES Accounting Method (SUA B): Is the proposed installation demonstrating TAC compliance, distance from ROW, and depth or clearance shown? YES **Actual Costs** Reimbursement Justification: Are profile view or cross-sections of crossings to show casing, depth or clearance provided? YES Interstate Assembled By: TxDOT Utility Coordinator Do the plans indicate TxDOT project stationing and offsets from centerline? County: Guadalupe & Comal Are specifications for both existing and proposed facility sufficient to verify betterment or in-kind? YES RCSJ: 0016-06-114 & 0016-05-116 ESTIMATE: CSJ: 0016-06-115 & 0016-05-111 Is the estimate properly and adequately itemized and detailed? YES Highway: IH 35 Have materials subject to Buy America compliance have been identified on the estimate?(\*) YES Limits From: FM 3009 - Guadalupe/Comal CL Is the estimate free of all ineligible costs? (Utility Manual, Ch 7, Sec 2) YES Limits To: Guadalupe/Comal CL -FM 1103 Have replacement easement costs been verified and approved as appropriate? (ROW Manager approval) NO TxC ROW Project ID: R00002568 & R00002567 Have the estimate quantities been compared and reconciled to plans and statement of work in agreement? YES HWY Construction Let Date: 9/1/2027 Is a Betterment ratio applicable? (if so, see Attachment "G") N/A TxDOT Project Stationing Start: 3837+30 If yes, is ratio calculated and applied properly? TxDOT Project Stationing End: 4175+39 Is a Depreciation credit applicable? If yes, is credit calculated and applied properly? Utility Adjustment Starting Station: 3934+07 Utility Adjustment Ending Station: 4159+42 Is a Salvage credit applicable? N/A If yes, is credit calculated and applied properly? NI/A Process: FUP- Interstate Highway Have overheads and loadings been explained and checked for reasonableness? YES Are all units and rates multiplied correctly to obtain a sum? Are all subtotals and totals correct? YES Has the utility consultant engineering contract been reviewed and approved by the District? NO chment "B" - Utility's Accounting Method Is an acceptable accounting method (Actual cost or Lump Sum) indicated? YES Attachment "C" - Utility's Schedule of Work and Estimated Date of Cor Environmental Clearance Date: 7/2/2015 Has the schedule of work been provided by the utility? YES Agreement Execution Date: Is the start date of the accomodation included? (physical adjustment or relocation) YES Attachment "D" - Statement covering Contract Work - Is the ROW-U-48 included **Emergency Work Authorization Date:** NA Attachment "E" - Utility Joint Use Agreement Dates of Work: Start Date: 05/01/25 Is Joint Use Agreement Included? (plans showing area of Joint Use required) N/A 03/31/29 Is the Permit included? Estimated Duration (Calendar Days): Attachment "F" - Eligibility Ratio - correctly calculated and recommended? YES \$10,759,506.99 Attachment "G" - Betterment Calculation and Estimates TOTAL ADJUSTMENT COSTS: Betterment %: Are betterment and in-kind estimates included? 0.00% N/A Salvage Credit: \$0.00 Is the betterment ratio applied properly? Depreciation: \$0.00 chment "H" - Proof of Property Interest - ROW-U-Affidavit Eligibility Ratio: 100.00% Has proof of property or compensable interest ownership by utility been established? YES SP2125 Participation: \$0.00 Have corporate succession documentation been provided? (chain of ownership) Amount Due from Utility via AFA: \$0.00 Is a quit claim required? N/A Amount in TxDOT Contract: \$7,039,136.50 This SUA will be submitted to ROW Division in a single PDF file via: Existing Easement Compensation at 100% Box.com Amount Payable to Utility: Remittance Address: 1400 Schertz Parkway **Utility Primary Contact Information:** Schertz, TX 78154 TIN# / Mail Code: 74-1469344 Utility Primary Contact: Eric Schulze Prepared By: Raul SanMiguel 3/9/2025 Email: eschulze@schertz.com Phone: 210-619-1840 Signature **District Comments:**

#### Documents Included in this package:

Engineering Rate Sheet or Confirmation (A, Estimate, External Engineering)

Documents that will be supplied at or prior to billing:

Permit - UIR Approval page ( E ) Bid Tabulations (D, ROW-U-48, A or B) Quit Claim

Buy America Compliance Documentation

TINS record



#### **Standard Utility Agreement**

Form ROW-U-35 (Rev. 03/24) Page 1

U Number: NA Utility ID: U00020217

District: San Antonio

ROW Project ID (TxC): R00002567 &

R00002568

ROW CSJ: 0016-05-116 & 0016-06-114

Construction CSJ: 0016-05-111 & 0016-06-115

Highway Project Letting Date: 09/01/2027

County: Guadalupe & Comal

Highway: IH 35

From: FM 3009 - Guadalupe/Comal CL

To: Guadalupe/Comal CL - FM 1103

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("State"), and City of Schertz, ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the State.

**WHEREAS**, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: The ROW is being widened and frontage roads are shifting causing conflicts with the existing water & wastewater lines. Waterline: remove/aband 23,110 LF of 12" waterline and install 22,754 LF of 12" waterline (includes 2-12" crossings). Wastewater: remove/abandon a total of 3,427 LF of 4", 8", 10", 14", & 16" wastewater lines, and install a total of 3,312 LF 6", 8", 10", 14", & 16" wastewater lines (including 2 - 8" and 1-16" crossings); and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

**WHEREAS**, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the State, upon receipt of evidence it deems sufficient, acknowledges the Utility's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

#### NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

Initial	Date	Initial	Date
	TxDOT	Utilit	V

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, if the approved accounting method is a lump sum, the **State** agrees to pay the **Utility** an agreed lump sum of \$NA as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the

Initial	Date	Initial	Date
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Form ROW-U-35 (Rev. 03/24)

prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement - ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work ROW-U-48 (Attachment "D");
- Utility Joint Use Agreement ROW-U-JUA and/or Utility Installation Request Form 1082 (Attachment "E"):
- Eligibility Ratio (Attachment "F");
- Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest ROW-U-Affidavit (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this 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.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Initial	Date	Initial	Date
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## Form ROW-U-35 (Rev. 03/24)

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

Utility:	City of Schertz  Name of Utility	
	Name of Cunty	Director of TP&D (or designee), San Antonio District
Ву:		
	Authorized Signature	
		THE STATE OF TEXAS
	Steve Williams Print or Type Name	Executed and approved for the Texas
	Tilli of Type Name	Transportation Commission for the purpose and effect of activating and/or carrying out the
Title:	City Manager	orders, established policies or work programs
		heretofore approved and authorized by the Texas Transportation Commission.
Date:		B <sub>1</sub> (
		By:  District Engineer (or designee)
		Date:

Initial	Date	Initial	Date
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## Attachment "A" Plans, Specifications, and Estimated Costs

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (\*).
 Currently, this project does not plan to use iron and steel subject to Buy America requirements. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.
 There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculation showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or \$2,500.00, whichever is greater is required.
 We understand the Buy America Compliance Requirements for iron and steel and will supply the required documentation to TxDOT indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:

- 1) Form 1818 Material Statement
- 2) Material Test Reports or Certifications

Initial	Date	Initial	1 14:1:4	Date
	TxDOT		Utility	

#### **Utility Adjustment for TxDOT Project**

TXDOT STANDARD
SUA ESTIMATE

City of Schertz IH 35 North NEX

RCSJ: Utility ID#: UNUMBER: 0016-06-114 & 0016-05-116 U00020217

The cost estimate items must be sufficiently detailed to provide TxDOT with a reasonable basis for analysis. Items should include appropriate units and unit price for each (See Utility Manual, Chapter 6 Section 2). Applies to All "EA" or "LS" items

Materials to be purchased by TxDOT - JOINT BID						
	Bid Code	Unit	Quantity	\$/Unit		Total
Prices below include installation:	Did Code	Offic	Quartity	φιστιιτ	\$	-
TRENCH EXCAVATION SAFETY PROTECTION		LF	22093	\$14.00	\$	309,302.00
* 24" SPLIT STEEL CASING		LF	117	\$325.00	\$	38,025.00
4" PVC SDR-21 WATERLINE		LF	63	\$60.00	\$	3,780.00
12" PVC C-900 DR-14 WATERLINE		LF	20968	\$140.00	\$	2,935,520.00
12" PVC C-900 DR-14 WATERLINE (CARRIER PIPE)		LF	1786	\$160.00	\$	285,760.00
SERVICE RELAY (SHORT 2")(TY "K" COPPER)		EA	29	\$1,710.00	\$	49,590.00
* 12" GATE VALVES		EA	58	\$6,240.00	\$	361,920.00
FIRE HYDRANT ASSEMBLY		EA	67	\$9,020.00	\$	604,340.00
* GREY IRON AND DUCTILE-IRON FITTINGS (PER TON	۷)	EA	7.99	\$2,200.00	\$	17,578.00
TIE-IN (COMP)(4")		EA	2	\$4,790.00	\$	9,580.00
TIE-IN (COMP)(12")		EA	 25	\$8,120.00	\$	203,000.00
JACKING, BORING OR TUNNELING PIPE		LF	660	\$600.00	\$	396,000.00
* 24" STEEL CASING (WATER)		LF	1786	\$275.00	\$	491,150.00
REMOVE EXISTING WATERLINES		LF	23110	\$13.00	\$	300,430.00
PAVEMENT REPAIR (SQUARE YARDS)		EA	1740	\$226.00	\$	393,240.00
MOBILIZATION		EA	1	\$639,921.50	\$	639,921.50
			<u> </u>	<del>+++++++++++++++++++++++++++++++++++++</del>	<u> </u>	333,521.00
X Select this row and Insert to add rows. Drag to fill formul	las from top	cell.			\$	-
				SUBTOTAL	\$	7,039,136.50
Internally Supplied Materials - documented with Cert	ified Ledge	r at Paymer	nt			, ,
Line Item / Item Description		Unit	Quantity	\$/Unit		Total
			<u>, , , , , , , , , , , , , , , , , , , </u>	** -	\$	-
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	las from top		if applicable	0.00% SUBTOTAL	\$	- - -
		Enter %	if applicable		\$ \$	-
OVERHEAD (%)		Enter %			\$ \$	- - - Total
OVERHEAD (%)  Externally Acquired Materials - documented with Invo		Enter %	if applicable  Quantity	SUBTOTAL	\$ \$	- - - Total
OVERHEAD (%)  Externally Acquired Materials - documented with Invo	oices and/o	Enter %		SUBTOTAL	\$ \$ \$	- - - Total - 30,000.00
OVERHEAD (%)  Externally Acquired Materials - documented with Involute Item / Item Description  Prices below include installation:	oices and/o	Enter % r Checks Unit	Quantity	\$/Unit	\$ \$ \$ \$	-
Externally Acquired Materials - documented with Involute Item / Item Description Prices below include installation: SANITARY SEWER INTERNAL DROP MANHOLE (5' D	oices and/o	r Checks Unit	Quantity 1	\$/Unit \$30,000.00	\$ \$ \$ \$ \$	30,000.00
Externally Acquired Materials - documented with Involution ltem / Item Description  Prices below include installation:  SANITARY SEWER INTERNAL DROP MANHOLE (5' D SANITARY SEWER MANHOLE (5' DIA.)	oices and/o	r Checks Unit  EA EA	Quantity  1 8	\$/Unit \$30,000.00 \$8,500.00	\$ \$ \$ \$ \$	- 30,000.00 68,000.00
Externally Acquired Materials - documented with Involute Item / Item Description Prices below include installation: SANITARY SEWER INTERNAL DROP MANHOLE (5' D SANITARY SEWER MANHOLE (5' DIA.) REMOVE SANITARY FORCE MAIN (4")	oices and/o	r Checks Unit  EA EA LF	Quantity  1 8 460	\$/Unit \$30,000.00 \$8,500.00 \$24.00	\$ \$ \$ \$ \$	30,000.00 68,000.00 11,040.00
Externally Acquired Materials - documented with Involute Item / Item Description  Prices below include installation: SANITARY SEWER INTERNAL DROP MANHOLE (5' D SANITARY SEWER MANHOLE (5' DIA.) REMOVE SANITARY FORCE MAIN (4") REMOVE SANITARY SEWER MAIN (8")	oices and/o	Enter %  r Checks Unit  EA EA LF LF	Quantity  1 8 460 194	\$/Unit \$30,000.00 \$8,500.00 \$24.00 \$25.00	\$ \$ \$ \$ \$	30,000.00 68,000.00 11,040.00 4,850.00
Externally Acquired Materials - documented with Involutine Item / Item Description Prices below include installation: SANITARY SEWER INTERNAL DROP MANHOLE (5' DISANITARY SEWER MANHOLE (5' DIA.) REMOVE SANITARY FORCE MAIN (4") REMOVE SANITARY SEWER MAIN (8") REMOVE SANITARY SEWER MAIN (10")	oices and/o	Enter %  r Checks Unit  EA EA LF LF LF	Quantity  1 8 460 194 1050	\$/Unit \$30,000.00 \$8,500.00 \$24.00 \$25.00 \$26.00 \$28.00	\$ \$ \$ \$ \$ \$ \$	- 30,000.00 68,000.00 11,040.00 4,850.00 27,300.00
Externally Acquired Materials - documented with Involumental Item / Item Description  Prices below include installation:  SANITARY SEWER INTERNAL DROP MANHOLE (5' DISANITARY SEWER MANHOLE (5' DIA.)  REMOVE SANITARY FORCE MAIN (4")  REMOVE SANITARY SEWER MAIN (8")  REMOVE SANITARY SEWER MAIN (10")  REMOVE SANITARY FORCE MAIN (14")	oices and/o	Enter %  r Checks Unit  EA EA LF LF LF LF LF	Quantity  1 8 460 194 1050 600	\$/Unit \$30,000.00 \$8,500.00 \$24.00 \$25.00 \$26.00	\$ \$ \$ \$ \$ \$ \$ \$	30,000.00 68,000.00 11,040.00 4,850.00 27,300.00 16,800.00
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Externally Acquired Materials - documented with Involument Item / Item Description  Prices below include installation:  SANITARY SEWER INTERNAL DROP MANHOLE (5' DISANITARY SEWER MANHOLE (5' DIA.)  REMOVE SANITARY FORCE MAIN (4")  REMOVE SANITARY SEWER MAIN (8")  REMOVE SANITARY SEWER MAIN (10")  REMOVE SANITARY FORCE MAIN (14")  REMOVE SANITARY FORCE MAIN (14")  REMOVE SANITARY SEWER MANHOLE  ABANDON SANITARY SEWER MAIN (8")  ABANDON SANITARY SEWER MAIN (16")  TRENCH EXCAVATION SAFETY PROTECTION  8" CARRIER PIPE (PVC)  * 24" STEEL CASING (SEWER)	oices and/o	Enter %  T Checks Unit  EA EA LF	Quantity  1 8 460 194 1050 600 10 745 378 2389 602	\$/Unit  \$30,000.00 \$8,500.00 \$24.00 \$25.00 \$26.00 \$28.00 \$1,060.00 \$125.00 \$150.00 \$120.00 \$230.00 \$280.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 30,000.00 68,000.00 11,040.00 4,850.00 27,300.00 16,800.00 93,125.00 56,700.00 28,668.00 138,460.00 174,160.00
Externally Acquired Materials - documented with Involving Item / Item Description  Prices below include installation:  SANITARY SEWER INTERNAL DROP MANHOLE (5' D SANITARY SEWER MANHOLE (5' DIA.)  REMOVE SANITARY FORCE MAIN (4")  REMOVE SANITARY SEWER MAIN (8")  REMOVE SANITARY SEWER MAIN (10")  REMOVE SANITARY FORCE MAIN (14")  REMOVE SANITARY SEWER MAIN (14")  REMOVE SANITARY SEWER MANHOLE  ABANDON SANITARY SEWER MAIN (8")  ABANDON SANITARY SEWER MAIN (16")  TRENCH EXCAVATION SAFETY PROTECTION  8" CARRIER PIPE (PVC)  * 24" STEEL CASING (SEWER)	oices and/o	Enter %  r Checks Unit  EA EA LF	Quantity  1 8 460 194 1050 600 10 745 378 2389 602 622 328	\$/Unit  \$30,000.00 \$8,500.00 \$24.00 \$25.00 \$26.00 \$28.00 \$1,060.00 \$125.00 \$125.00 \$230.00 \$230.00 \$281.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 30,000.00 68,000.00 11,040.00 4,850.00 27,300.00 16,800.00 93,125.00 56,700.00 28,668.00 138,460.00 174,160.00 92,168.00
Externally Acquired Materials - documented with Involving Item / Item Description  Prices below include installation:  SANITARY SEWER INTERNAL DROP MANHOLE (5' D SANITARY SEWER MANHOLE (5' DIA.)  REMOVE SANITARY FORCE MAIN (4")  REMOVE SANITARY SEWER MAIN (8")  REMOVE SANITARY SEWER MAIN (10")  REMOVE SANITARY SEWER MAIN (10")  REMOVE SANITARY SEWER MAIN (14")  REMOVE SANITARY SEWER MAIN (16")  TRENOVE SANITARY SEWER MAIN (16")  ABANDON SANITARY SEWER MAIN (16")  TRENCH EXCAVATION SAFETY PROTECTION  8" CARRIER PIPE (PVC)  * 24" STEEL CASING (SEWER)  * 30" STEEL CASING (SEWER)  JACKING, BORING OR TUNNELING PIPE	oices and/o	Enter %  r Checks Unit  EA EA LF	Quantity  1 8 460 194 1050 600 10 745 378 2389 602 622 328 905	\$/Unit  \$30,000.00 \$8,500.00 \$24.00 \$25.00 \$26.00 \$28.00 \$1,060.00 \$125.00 \$150.00 \$12.00 \$230.00 \$280.00 \$281.00 \$600.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	30,000.00 68,000.00 11,040.00 4,850.00 27,300.00 16,800.00 10,600.00 93,125.00 56,700.00 28,668.00 138,460.00 174,160.00 92,168.00 543,000.00
Externally Acquired Materials - documented with Involving Item / Item Description  Prices below include installation:  SANITARY SEWER INTERNAL DROP MANHOLE (5' DISANITARY SEWER MANHOLE (5' DIA.)  REMOVE SANITARY FORCE MAIN (4")  REMOVE SANITARY SEWER MAIN (8")  REMOVE SANITARY SEWER MAIN (10")  REMOVE SANITARY FORCE MAIN (14")  REMOVE SANITARY SEWER MAIN (16")  REMOVE SANITARY SEWER MAIN (16")  TRENOVE SANITARY SEWER MAIN (16")  ABANDON SANITARY SEWER MAIN (16")  TRENCH EXCAVATION SAFETY PROTECTION  8" CARRIER PIPE (PVC)  * 24" STEEL CASING (SEWER)  30" STEEL CASING (SEWER)  JACKING, BORING OR TUNNELING PIPE  8" PVC SANITARY SEWER LINE	oices and/o	Enter %  T Checks Unit  EA EA LF	Quantity  1 8 460 194 1050 600 10 745 378 2389 602 622 328 905 515	\$/Unit  \$30,000.00 \$8,500.00 \$24.00 \$25.00 \$26.00 \$28.00 \$1,060.00 \$125.00 \$150.00 \$12.00 \$230.00 \$280.00 \$281.00 \$281.00 \$281.00 \$127.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	30,000.00 68,000.00 11,040.00 4,850.00 27,300.00 16,800.00 93,125.00 56,700.00 28,668.00 138,460.00 174,160.00 92,168.00 543,000.00 65,405.00
Externally Acquired Materials - documented with Involument Item / Item Description  Prices below include installation: SANITARY SEWER INTERNAL DROP MANHOLE (5' D. SANITARY SEWER MANHOLE (5' DIA.) REMOVE SANITARY FORCE MAIN (4") REMOVE SANITARY SEWER MAIN (8") REMOVE SANITARY SEWER MAIN (10") REMOVE SANITARY SEWER MAIN (10") REMOVE SANITARY SEWER MAIN (14") REMOVE SANITARY SEWER MAIN (16") TRENOVE SANITARY SEWER MAIN (16") TRENCH EXCAVATION SAFETY PROTECTION 8" CARRIER PIPE (PVC) 24" STEEL CASING (SEWER) 30" STEEL CASING (SEWER) JACKING, BORING OR TUNNELING PIPE 8" PVC SANITARY SEWER LINE 10" PVC SANITARY SEWER LINE	oices and/o	Enter %  r Checks Unit  EA EA LF	Quantity  1 8 460 194 1050 600 10 745 378 2389 602 622 328 905 515 1163	\$/Unit  \$30,000.00 \$8,500.00 \$24.00 \$25.00 \$26.00 \$28.00 \$1,060.00 \$125.00 \$125.00 \$230.00 \$280.00 \$281.00 \$281.00 \$2127.00 \$135.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	30,000.00 68,000.00 11,040.00 4,850.00 27,300.00 16,800.00 10,600.00 93,125.00 56,700.00 28,668.00 138,460.00 174,160.00 92,168.00 543,000.00 65,405.00 157,005.00
Externally Acquired Materials - documented with Involumentation   Prices below include installation: SANITARY SEWER INTERNAL DROP MANHOLE (5' DISANITARY SEWER MANHOLE (5' DIA.) REMOVE SANITARY FORCE MAIN (4") REMOVE SANITARY SEWER MAIN (8") REMOVE SANITARY SEWER MAIN (10") REMOVE SANITARY SEWER MAIN (10") REMOVE SANITARY SEWER MAIN (14") REMOVE SANITARY SEWER MANHOLE ABANDON SANITARY SEWER MAIN (8") ABANDON SANITARY SEWER MAIN (16") TRENCH EXCAVATION SAFETY PROTECTION 8" CARRIER PIPE (PVC) * 24" STEEL CASING (SEWER) JACKING, BORING OR TUNNELING PIPE 8" PVC SANITARY SEWER LINE 10" PVC SANITARY SEWER LINE	oices and/o	Enter %  r Checks Unit  EA EA LF	Quantity  1 8 460 194 1050 600 10 745 378 2389 602 622 328 905 515	\$/Unit  \$30,000.00 \$8,500.00 \$24.00 \$25.00 \$26.00 \$28.00 \$1,060.00 \$125.00 \$125.00 \$230.00 \$280.00 \$281.00 \$600.00 \$127.00 \$135.00 \$150.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 30,000.00 68,000.00 11,040.00 4,850.00 27,300.00 16,800.00 93,125.00 56,700.00 28,668.00 138,460.00 174,160.00 92,168.00 543,000.00 65,405.00 157,005.00 2,250.00
Externally Acquired Materials - documented with Involument Item / Item Description  Prices below include installation: SANITARY SEWER INTERNAL DROP MANHOLE (5' D. SANITARY SEWER MANHOLE (5' DIA.) REMOVE SANITARY FORCE MAIN (4") REMOVE SANITARY SEWER MAIN (8") REMOVE SANITARY SEWER MAIN (10") REMOVE SANITARY SEWER MAIN (10") REMOVE SANITARY SEWER MAIN (14") REMOVE SANITARY SEWER MAIN (16") TRENOVE SANITARY SEWER MAIN (16") TRENCH EXCAVATION SAFETY PROTECTION 8" CARRIER PIPE (PVC) 24" STEEL CASING (SEWER) 30" STEEL CASING (SEWER) JACKING, BORING OR TUNNELING PIPE 8" PVC SANITARY SEWER LINE 10" PVC SANITARY SEWER LINE	oices and/o	Enter %  r Checks Unit  EA EA LF	Quantity  1 8 460 194 1050 600 10 745 378 2389 602 622 328 905 515 1163 15	\$/Unit  \$30,000.00 \$8,500.00 \$24.00 \$25.00 \$26.00 \$28.00 \$1,060.00 \$125.00 \$125.00 \$230.00 \$280.00 \$281.00 \$281.00 \$2127.00 \$135.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	30,000.00 68,000.00 11,040.00 4,850.00 27,300.00 16,800.00 10,600.00 93,125.00 56,700.00 28,668.00 138,460.00 174,160.00 92,168.00 543,000.00 65,405.00 157,005.00

14" CARRIER PIPE (HDPE) FORCE MAIN	LF	20	\$350.00	\$	7,000.00
16" CARRIER PIPE (HDPE) FORCE MAIN	LF	328	\$361.00		118,408.00
14" HDPE SANITARY SEWER FORCE MAIN	LF	602	\$120.00	-	72,240.00
16" HDPE SANITARY SEWER FORCE MAIN	LF	94	\$126.00		11,844.00
SANITARY SEWER SERVICE STUB	EA	1	\$1,200.00	-	1,200.00
SANITARY SEWER RECONNECTIONS	EA	5	\$3,000.00		15,000.00
CAST-IN-PLACE SANITARY SEWER MANHOLE (5' DIA.)	EA	5	\$10,200.00		51,000.00
EXTRA DEPTH MANHOLES (> 6') (5' DIA.) (VERTICAL FEET)	LF	27	\$1,000.00		27,000.00
* SEWER LINE SPLIT STEEL CASINGS	EA	47	\$400.00		18,800.00
LIFT STATION ABANDONMENT	EA	1	\$20,000.00		20,000.00
MOBILIZATION	EA	<u>.</u> 1	\$190,464.55		190,464.55
IN STELLET ( I TO I )		•	Ψ100,101.00	Ψ	100,101.00
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	p 00		SUBTOTAL	T \$	2,095,110.05
	MATERIALS	SUBTOTAL		_	9,134,246.55
*				140	1 1
* Indicated items are being tracked for <b>BUY AMERICA COMPLIANC</b> supporting documentation prior to installation.	SE and will be	e documented	d using Form 18	318	and all
X Indicated items are IRON or STEEL, but will not be tracked for BUY AME falling under the DE MINIMUS of \$2,500, or .1% of the project total cost,			Sum of De Minimus Items		\$0.00
TxDOT contractor labor - JOINT BID  Line Item / Item Description Bid Code	Unit	Quantity	\$/Unit		Total
				\$	-
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			SUBTOTAL	\$	-
Internal Labor Costs - documented with Certified Ledger at page	yment.				
Line Item / Item Description	Unit	Quantity	\$/Unit		Total
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OVERHEAD (%)		if applicable	0.00%	\$	-
OVERHEAD (%)		if applicable	0.00% SUBTOTAL		-
OVERHEAD (%)  External Labor Costs - documented with Invoices and / or chec	Enter %	if applicable		\$	-
	Enter %	if applicable Quantity		\$	- - Total
External Labor Costs - documented with Invoices and / or ched	Enter %		SUBTOTAL	\$	-
External Labor Costs - documented with Invoices and / or ched	Enter %		SUBTOTAL	\$	-
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External Labor Costs - documented with Invoices and / or checular Line Item / Item Description	Enter %  cks  Unit  pp cell.	Quantity	\$/Unit  SUBTOTAL	\$  \$  \$  \$	-
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External Labor Costs - documented with Invoices and / or check Line Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to  Engineering Procured by TxDOT - 100% eligibility required Line Item / Item Description	Enter %  Cks  Unit  Pp cell.  LABOR  Unit	Quantity R SUBTOTAL	\$/Unit  SUBTOTAL  \$	\$ \$ \$ \$	Total
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External Labor Costs - documented with Invoices and / or check Line Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to  Engineering Procured by TxDOT - 100% eligibility required Line Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to  Internal Engineering - Costs Documented with Certified Ledge Line Item / Item Description  ENGINEER  SENIOR ENGINEER	Enter %  Cks  Unit  Dep cell.  LABOR  Unit  Per cell.  r at payment  Unit  HR  HR	Quantity  R SUBTOTAL  Quantity  t.  Quantity  42  296	\$/Unit  \$UBTOTAL  \$/Unit  \$UBTOTAL  \$/Unit  \$41.32  \$73.56	\$ \$ \$ \$ \$ \$	Total  Total  Total  1,735.44 21,773.76
External Labor Costs - documented with Invoices and / or check Line Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to  Engineering Procured by TxDOT - 100% eligibility required Line Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to  Internal Engineering - Costs Documented with Certified Ledge Line Item / Item Description  ENGINEER	Enter %  Cks  Unit  Dip cell.  LABOR  Unit  P cell.  r at payment  Unit  HR	Quantity  Quantity  Quantity  t.  Quantity  42	\$/Unit  \$UBTOTAL  \$/Unit  SUBTOTAL  \$/Unit  \$/Unit  \$41.32	\$ \$ \$ \$ \$	Total Total Total Total 1,735.44
External Labor Costs - documented with Invoices and / or check Line Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to  Line Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to  Internal Engineering - Costs Documented with Certified Ledge Line Item / Item Description  ENGINEER  SENIOR ENGINEER  CITY ENGINEER	Enter %  Cks  Unit  Dp cell.  LABOR  Unit  Pp cell.  r at payment Unit HR HR HR	Quantity  R SUBTOTAL  Quantity  t.  Quantity  42  296	\$/Unit  \$UBTOTAL  \$/Unit  \$UBTOTAL  \$/Unit  \$41.32  \$73.56	\$ \$ \$ \$ \$ \$ \$	Total  Total  Total  1,735.44 21,773.76
External Labor Costs - documented with Invoices and / or check Line Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to  Engineering Procured by TxDOT - 100% eligibility required Line Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to  Internal Engineering - Costs Documented with Certified Ledge Line Item / Item Description  ENGINEER  SENIOR ENGINEER	Enter %  Cks  Unit  Dp cell.  LABOR  Unit  Pp cell.  r at payment Unit HR HR HR	Quantity  R SUBTOTAL  Quantity  t.  Quantity  42  296	\$/Unit  \$UBTOTAL  \$/Unit  \$UBTOTAL  \$/Unit  \$41.32  \$73.56  \$106.00	\$ \$ \$ \$ \$ \$	Total  Total  Total  1,735.44 21,773.76 6,360.00
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External Labor Costs - documented with Invoices and / or checkine Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to Line Item / Item Description  Select this row and Insert to add rows. Drag to fill formulas from to Internal Engineering - Costs Documented with Certified Ledge Line Item / Item Description  ENGINEER  SENIOR ENGINEER  CITY ENGINEER  Select this row and Insert to add rows. Drag to fill formulas from to Internal Survey / Landman  Select this row and Insert to add rows. Drag to fill formulas from to Internal Survey / Landman	Enter %  Cks  Unit  Dp cell.  LABOR  Unit  Pp cell.  r at payment Unit HR HR HR HR HR	Quantity  R SUBTOTAL  Quantity  t.  Quantity  42  296	\$/Unit  \$UBTOTAL  \$/Unit  \$UBTOTAL  \$/Unit  \$41.32  \$73.56  \$106.00	\$ \$ \$ \$ \$ \$ \$ \$ \$	Total  Total  Total  1,735.44 21,773.76 6,360.00  - 29,869.20

WATER/WASTEWATER CREW LEADER 1	HR	132	\$57.36	\$	7,571.52
WATER/WASTEWATER CREW LEADER 2	HR	132	\$45.49	\$	6,004.68
Select this row and Insert to add rows. Drag to fill formulas from top	\$	-			
			SUBTOTAL	\$	20,980.08
Internal Administration					
ADMIN ASSISTANT	HR	142	\$37.48	\$	5,322.16
Select this row and Insert to add rows. Drag to fill formulas from top	cell.			\$	-
			SUBTOTAL	\$	5,322.16
Internal Engineering/ Survey/ Inspection/ Administration Overhead				_	
OVERHEAD (%)	Enter %	if applicable		\$	-
			SUBTOTAL	\$	56,171.44
External Engineering - Cost documented with INVOICES and / or					
Line Item / Item Description	Unit	Quantity	\$/Unit		Total
SR PROJECT MANAGER	HR	255	\$297.00	\$	75,735.00
PROJECT MANAGER/SR ENGINEER	HR	983	\$223.00	\$	219,209.00
MID PROJECT ENGINEER	HR	1504	\$177.00	\$	266,208.00
ENGINEER EIT	HR	2540	\$129.00	\$	327,660.00
SURVEY TECHNICIAN	HR	40	\$128.00	\$	5,120.00
ADMIN ASSISTANT	HR	28	\$80.00	\$	2,240.00
SR RPLS MANAGER	HR	40	\$252.00	\$	10,080.00
APPRAISAL SERVICES PER PARCEL	EA	6	\$3,000.00	\$	18,000.00
APPRAISAL REVIEW SERVICES PER PARCEL	EA	6	\$1,600.00	\$	9,600.00
ACQUISITION SERVICES PER PARCEL	EA	6	\$11,000.00	\$	66,000.00
PREPARE METES/BOUNDS PER PARCEL	EA	6	\$5,000.00	\$	30,000.00
SURVEY TO STAKE PROP EASEMENTS PER PARCEL	EA	6	\$5,000.00	\$	30,000.00
Select this row and Insert to add rows. Drag to fill formulas from top	cell.			\$	-
			SUBTOTAL	\$	1,059,852.00
External Survey/ Landman					
SURVEY 2-MAN CREW	HR	120	\$196.00	\$	23,520.00
SUE TEST HOLES	EA	20	\$3,000.00	\$	60,000.00
Select this row and Insert to add rows. Drag to fill formulas from top	cell.			\$	-

SR PROJECT MANAGER
CONSTRUCTION INSPECTOR IV         HR         1722         \$140.00         \$ 241,080.00           ADMIN ASSISTANT         HR         45         \$80.00         \$ 3,600.00           CONSTRUCTION TRUCK (PER MONTH)         EA         21         \$1,500.00         \$ 31,500.00           Select this row and Insert to add rows. Drag to fill formulas from top cell.         \$ -           SUBTOTAL         \$ 315,087.00
ADMIN ASSISTANT
CONSTRUCTION TRUCK (PER MONTH)  EA 21 \$1,500.00 \$ 31,500.00  Select this row and Insert to add rows. Drag to fill formulas from top cell.  \$ - SUBTOTAL \$ 315,087.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.  \$ - SUBTOTAL \$ 315,087.00
SUBTOTAL \$ 315,087.00
SUBTOTAL \$ 315,087.00
SUBTOTAL \$ 315,087.00
Figure Figure Figure 4 Administration / Inspection SUBTOTAL \$ 1.514.630.44
Linging / Adminious asset/ moposition 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Existing Easement Compensation - following Quit Claim / Eligibility Ratio not applied. ROW PM
must confirm rate.
Line Item / Item Description Unit Quantity \$/Unit Total
\$ -
Select this row and Insert to add rows. Drag to fill formulas from top cell.
SUBTOTAL \$ -
Replacement Easement Compensation - following Quit Claim / Eligibility Ratio is applied.  ROW PM
must confirm rate. Documentation of actual cost must be supplied at billing.
5.5.5.5.
PARCEL 3 - SCHERTZ 35 LLC EA 1 \$6,159.00 \$ 6,159.00
PARCEL 4 - GREEN SIDE INVEST GROUP EA 1 \$12,500.00 \$ 12,500.00 PARCEL 5 - NOLLEY CARIBEAN PROP EA 1 \$41,828.00 \$ 41,828.00
PARCEL 5 - NOLLEY CARIBEAN PROP EA 1 \$41,828.00 \$ 41,828.00 PARCEL 6 - PURPOSE CHURCH EA 1 \$25,275.00 \$ 25,275.00
PARCEL 7 - SCHERTZ STATION LTD EA 1 \$25,275.00 \$ 25,275.00 PARCEL 7 - SCHERTZ STATION LTD
PARCEL 7 - SCHENIZ STATION LTD LA 1 42-7,000.00 4 2-7,000.00
Select this row and Insert to add rows. Drag to fill formulas from top cell.
SUBTOTAL \$ 110,630.00
Easement Compensation SUBTOTAL \$ 110,630.00
SUMMARY: Total Project Cost \$ 10,759,506.99
Amount Payable in TxDOT Contract (Joint Bid) \$ 7,039,136.50
Utility Cost \$ 3,720,370.49
General & Administrative OH 0% \$ -
Gross Reimbursable to Utility \$ 3,720,370.49
Amount Due to TxDOT Via an Advance Funding Agreement \$ -
SALVAGE and/or Depreciation CREDIT \$ -
BETTERMENT RATIO 0.00% Ratio Deduction \$ -
Amount reimbursable after Betterment and Salvage Credit \$ 3,720,370.49
ELIGIBILITY RATIO 100.00%
NET REIMBURSEMENT TO UTILITY \$ 3,720,370.49
Version 3.0

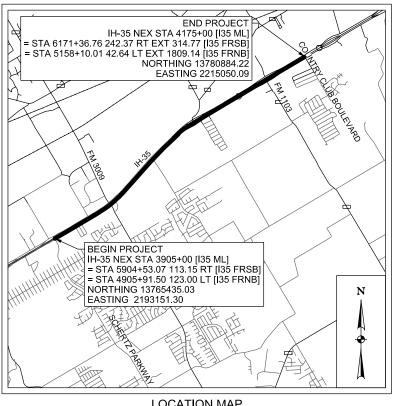


## ENGINEERING & PUBLIC WORKS

## IH-35 NEX NORTH FROM SCHERTZ PARKWAY TO COUNTRY CLUB BOULEVARD CITY OF SCHERTZ UTILITY RELOCATION

# COMMUNITY\*SERVICE\*OPPORTUNITY

Mayor	.Ralph Gutierrez
Councilmember (Place 1)	.Mark E. Davis
Councilmember (Place 2)	.Michelle Watson
Councilmember (Place 3)	.Paul Macaluso
Councilmember (Place 4)	.Tiffany Gibson
Councilmember (Place 5)	
Councilmember (Place 6)	.Allison Heyward
Councilmember (Place 7)	.Tim Brown
City Manager	.Steve Williams
City Engineer	.Kathryn J. Woodlee, P.E., CFM



**LOCATION MAP** 







THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NOAH S, SHAFFER, PE No. 107722, ON 10-07-2024, ALTERATION OF A SEALEDDOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT. THE RECORD COPY OF THE DRAWING IS ON FILE AT THE OFFICES OF HALFF ASSOCIATES, INC. 100 N.E. LOOP 410 SUITE. 701 SAN ANTONIO, TEXAS 78216. TBPELS FIRM #F-312.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NOAH S. SHAFFER, PE No. 107722, ON 10-07-2024.
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## CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS







INDEX OF SHEETS



	FED. RD. DIV. NO.	STATE PROJECT NO.			SHEET NO.	
CHECKED: PD, KA	NO.	TEXAS				2339
DRWN: AT, JG, AI, JB	STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	COMAL		0016	05	111, ETC

#### GENERAL NOTES

- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS: AND THAT THE CONTRACTOR SHALL DEFEND INDEMNIEY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING FROM LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR ENGINEER
- 2. CONTRACTOR SHALL NOTIFY THE ENGINEER AND ALL RESPECTIVE GOVERNMENTAL OR UTILITY AGENCIES AFFECTED BY CONSTRUCTION /2 HOURS PRIOR TO STARTING CONSTRUCTION. ANY TIE-IN SHALL BE COORDINATED BY THE CONTRACTOR WITH THE PUBLIC WORKS DEPARTMENT, AT LEAST 48 HOURS IN ADVANCE.
- 3. CONTRACTOR IS REQUIRED TO VERIFY PROJECT ELEVATIONS. "MATCH EXISTING" SHALL BE UNDERSTOOD TO SIGNIFY VERTICAL AND HORIZONTAL ALIGNMENT.
- 4 ANY DISCREPANCY OR CONFLICT WITHIN THE DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE CITY. DISCREPANCIES OR CONFLICTS NOT BROUGHT TO THE ENGINEERS ATTENTION AND CLARIFIED DURING BIDDING OF THE PROJECT WILL BE DEEMED TO HAVE BEEN BID OR PROPOSED IN THE MORE COSTLY MANNER. AND THE BETTER QUALITY OR GREATER QUANTITY OF THE WORK SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH ENGINEERS INTERPRETATION. ALL ITEMS, WORK, AND IMPROVEMENTS SHOWN OR INDICATED IN THE CONSTRUCTION DOCUMENTS SHALL BE COMPLETED FOR THE PRICES BID, WHETHER OR NOT A SEPARATE PAY ITEM IS INCLUDED IN THE CONTRACT.
- 5. THE CONTRACTOR SHALL MAINTAIN "AS-BUILT" DRAWINGS THROUGH THE COURSE OF CONSTRUCTION AND SHALL SUBMIT SAME TO THE ENGINEER FOR APPROVAL PRIOR TO FINAL ACCEPTANCE OF THE WORK BY OWNER
- 6. THE CITY OF SCHERTZ WILL EMPLOY AN INDEPENDENT TESTING LABORATCRY FOR REQUIRED COMPACTION AND OTHER MATERIALS TESTING. TXDOT CONTRACTOR WILL COORDINATE WITH INDEPENDENT LABORATORY FOR PROJECT ACCESS AND TESTING LOCATIONS. EMPLOYMENT OF A TESTING LABORATORY BY THE CONTRACTOR SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATION TO PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS OF CONTRACT DOCUMENTS
- 7. THE CONTRACTOR SHALL FURNISH ALL ASSISTANCE REQUIRED OF HIM BY ALL INSPECTORS IN OBTAINING SAMPLES AT THE EXPENSE OF THE CONTRACTOR
- 8. IF IN THE OPINION OF THE INSPECTOR, BASED ON TESTING SERVICE REPORTS AND INSPECTION, MATERIALS, COMPACTION OR ANY OTHER SPECIFICATIONS ARE BELOW THE SPECIFIED REQUIREMENTS THE CONTRACTOR SHALL CORRECT THE DEFICIENCY AND RE-TEST TO OBTAIN THE SPECIFIED PARAMETERS AT NO ADDITIONAL EXPENSE
- 9. FOR ALL PAVEMENT LAYERS. A PASSING TEST RESULT IS REQUIRED WITHIN 48 HOURS OF PLACING THE NEXT LAYER OR RETESTING WILL BE REQUIRED.
- 10. DESIGN AND CONSTRUCTION STANDARDS REQUIRED:
  - A. PROJECT CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS, & DESIGN REPORTS.
  - B. CITY OF SCHERTZ PUBLIC WORKS SPECIFICATION MANUAL.
  - 1. PUBLIC WORKS DESIGN GUIDE
  - 2. PUBLIC WORKS TECHNICAL SPECIFICATIONS.
  - 3. STANDARD DETAILS
- 11. UNLESS OTHERWISE SHOWN IN THESE PLANS. SIDEWALKS WILL BE CONSTRUCTED CONCURRENT WITH MAIN LOT STRUCTURE
- 12. ROUGH GRADING MUST BE DONE ON ALL LOTS PRIOR TO SUBDIVISION PRELIMINARY ACCEPTANCE.
- 13. ALL PAVEMENTS, DRIVEWAYS, SIDEWALKS, CURBING, GUTTERS, FENCES, POLES, MAILBOXES, SIGNS, TREES, SHRUBBERY, LAWNS, SOD OR OTHER PROPERTY AND SURFACE STRUCTURES ON OR ADJACENT TO THE PROJECT SITE NOT SHOWN TO BE REMOVED IN PLANS, THAT ARE DAMAGED, DISTURBED, REMOVED OR DESTROYED BY THE CONTRACTOR DURING THE WORK SHALL BE REPLACED OR RETURNED TO A CONDITION EQUAL TO THAT BEFORE THE WORK BEGAN, CONTRACTOR TO SUPPORT AND KEEP INTACT STORM DRAINS AND INLET STRUCTURES. ANY DAMAGES INCURRED WILL BE AT CONTRACTOR'S EXPENSE

#### GENERAL NOTES

PUBLIC WORKS CONSTRUCTION SPECIFICATIONS

ENGINEERING AND PUBLIC WORKS

#### UTILITIES

- 14. DUE TO FEDERAL REGULATIONS TITLE 49, PART 192 181, C.P.S. MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. THE CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
- 15. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES INDICATED IN THESE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE NOT GUARANTEED, BUT SHALL BE INVESTIGATED AND VERIFIED BY THE CONTRACTOR BEFORE STARTING WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO, AND FOR MAINTENANCE AND PROTECTION OF THE EXISTING UTILITIES EVEN IF THEY ARE OT SHOWN ON THE PLANS. CONTRACTOR SHALL CONTACT ANY UTILITIES ENCOUNTERED FORTY-EIGHT HOURS (48) HOURS PRIOR TO
- 16. THE FOLLOWING IS A LIST OF TELEPHONE NUMBERS OF THE UTILITY LOCATORS FOR THE VARIOUS UTILITIES THAT MAY BE ENCOUNTERED:

TEXAS ONE CALL	1-800-245-4545 (1-800-DIG-TESS)
C.C.MA	210-658-6241
CITY PUBLIC SERVICE	1-800-545-6005
CENTERPOINT ENERGY ENTEX	(210)-659-6788
G.V.E.C	(210)-672-2871
NEW BRAUNFELS UTILITY	(830)-629-8400
TIME WARNER CABLE	(210)-352-4472
AT&T	1-800-828-5127
TxDOT NEW BRAUNFELS	1-800-644-4773
CITY OF SCHERTZ PUBLIC WORKS DEPT	(210)-619-1800
GREEN VALLEY WATER DISTRICT	(830)-914-2330
SCHERTZ SEGUIN LOCAL GOV'T CORP	(830)-401-2409
GREEN VALLEY TELEPHONE COMPANY	(830)-885-8277
GREEN VALLEY SPECIAL UTILITY DISTRICT	(831)-914-2330

- 17. NO VALVES IN THE OWNER'S WATER DISTRIBUTION SYSTEM SHALL BE OPERATED BY THE CONTRACTOR WITHOUT PRIOR PERMISSION OF THE OWNER. THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN A VALVE IS TO BE OPERATED AND SHALL ONLY OPERATE THE VALVE IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE. COORDINATE ALL SHUTDOWN OF MAINS FOR TIE-INS WITH OWNER 72 HOURS PRIOR TO WORK BEING COMPLETED. THE CONTRACTOR SHALL INSPECT THE MATERIALS FOR DEFECTS AT THE TIME THEY ARE UNLOADED, AND ANY MATERIALS FOUND DEFECTIVE SHALL BE REMOVED FROM THE SITE. ALL WATER WORKS MATERIAL OR SCRAP OF WHATEVER NATURE REMOVED BY THE CONTRACTOR IN THE COURSE OF THE WORK SHALL REMAIN THE PROPERTY OF THE OWNER SALVAGED MATERIALS SHALL BE DELIVERED TO AND UNLOADED AT THE CITY PUBLIC WORKS DEPARTMENT BY THE CONTRACTOR UNDER OBSERVATION OF AND AT THE DIRECTION OF THE OWNER. ITEMS TOO HEAVY TO BE HANDLED MANUALLY WILL BE UNLOADED BY EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS UNTIL THEY HAVE BEEN TURNED IN TO THE OWNER AND UNTIL A RECEIPT FOR THEM HAS BEEN ISSUED BY THE OWNER.
- 18. NO TIE-IN SHALL BE MADE TO THE EXISTING UTILITY SYSTEM UNTIL ALL TEST RESULTS HAVE BEEN PROVIDED TO THE CITY AND ARE VERIFIED.
- 19. PRIOR TO TESTING, ANY CONNECTION TO THE CITY'S WATER SUPPLY SHALL BE THROUGH AN APPROVED AND TESTED BACKFLOW DEVICE.
- 20. PLUG EXISTING SEWER BEFORE INSTALLING ANY NEW SEWER MAIN.
- 21. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT EXISTING SANITARY SEWER LATERALS AND WATER SERVICES SHOWN IN PLANS. ANY REPAIRS TO BE MADE AT CONTRACTORS EXPENSE
- 22. PROVIDE BLUE PANTED "V" ETCHED IN CURB TO IDENTIFY VALVES. PROVIDE BLUE PANTED "X" ETCHED IN CURB TO IDENTIFY METER BOXES.
- 23. NEW WATER MAINS TO BE PVC C900 DR14. UNLESS OTHERWISE SHOWN IN PLANS AND APPROVED BY PUBLIC WORKS OR ENGINEERING HYDROSTATIC TESTING WILL BE PERFORMED UNDER THE SUPERVISION OF THE CITY INSPECTOR, PER STANDARD SPECIFICATION 02515 AT 200 PSI
- 24. CONTRACTORS SHOULD USE HTH FOR DISINFECTION OF WATER LINES (NOT CHLORINE INJECTION) UNLESS APPROVED OTHERWISE PRIOR TO
- 25. NEW WATERLINES SHALL BE TIED INTO EXISTING WATER SYSTEM UNDER THE SUPERVISION OF CITY PERSONNEL NO LATER THAN 14 DAYS AFTER PASSING BACTERIOLOGICAL TESTS.
- 26. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO OVERFLOWS OR SPILLAGE OF SEWER OCCURS. SHOULD THIS OCCUR, THE CONTRACTOR
  - IDENTIFY THE SOURCE OF THE SPILL AND ATTEMPT TO ELIMINATE ANY ADDITIONAL SPILLAGE. NOTIFY THE CITY OF SCHERTZ PUBLIC WORKS, CONTAIN THE SPILL IN PLACE AND AVOID CONTAMINATION OF STREAMS.

  - DISINFECT THE AREA OF THE SPILL WITH A MIXTURE OF HTH CHLORINE AND WATER
  - ALL WORK SHALL BE DONE ACCORDING TO GUIDELINES SET BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE CITY
- 27. CONTRACTOR TO PROVIDE NOTICE TO RESIDENTS OF SHUTDOWN OF MAIN. CONTRACTOR TO NOTIFY RESIDENTS OF WORK WITHIN THEIR PROPERTY AND OF THE RELOCATION OF METERS. ANY COMPLAINTS BY RESIDENTS ARE TO BE PASSED IMMEDIATELY TO THE CITY INSPECTOR OR TO THE MAIN PUBLIC WORKS OFFICE. TAKE APPROPRIATE MEASURES TO PROTECT EXISTING SANITARY SEWER LATERALS SHOWN IN PLANS. ANY
- 28. ABANDONED CUSTOMER LINES SHALL BE CAPPED OR PLUGGED AT THE PROPERTY LINE.
- 29. ASBESTOS PIPE REMOVAL AND DISPOSAL IS THE CONTRACTORS RESPONSIBILITY.



**GENERAL NOTES - UTILITIES** 

TECHNICAL SPECIFICATION SECTION 01732

ENGINEERING AND PUBLIC WORKS

#### CITY OF SCHERTZ TEXAS





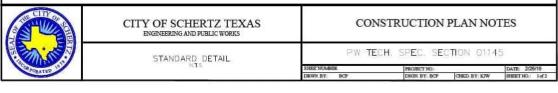


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DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	SHEET NO.	
CHECKED: PD, KA	NO.	TEXAS				2340
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CHECKED: PD, KA	SAT	СОМА	L _	0016	05	111, ETC

#### GENERAL WATER NOTES

- ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS PROJECT SHALL BE APPROVED BY THE CITY OF SCHERTZ AND COMPLY WITH THE FOLLOWING AS APPLICABLE:
  - a. CURRENT CITY OF SCHERTZ "UNIFIED DEVELOPMENT CODE"
  - b. CURRENT CITY OF SCHERTZ "PUBLIC WORKS SPECIFICATION MANUAL"
  - c. CURRENT TXDOT "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND DRAINAGE."
- THE CONTRACTOR SHALL NOT PROCEED WITH ANY PIPE INSTALLATION WORK UNTIL THEY HAVE NOTIFIED CITY OF SCHERTZ PUBLIC WORKS WITH AT LEAST 3 WORKING DAYS (72 HOURS) NOTICE. ANY TIE-IN SHALL BE COORDINATED BY THE CONTRACTOR WITH PUBLIC WORKS.
- 3. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES, INCLUDING SERVICE LATERALS, AND DRAINAGE STRUCTURES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND DEPTHS OF UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION WHETHER SHOWN ON PLANS OR NOT, AND TO PROTECT THE SAME DURING CONSTRUCTION.
  - a. CITY OF SCHERTZ PUBLIC WORKS (210) 619-1800
  - b. TEXAS STATE WIDE ONE CALL 1-800-245-4545
  - c. CITY PUBLIC SERVICE 210-353-5952
  - d. SPECTRUM 866-874-2389
  - e. GUADALUPE VALLEY ELECTRIC CO. 210-658-7033
  - f. GREEN VALLEY WATER SUPPLY CORP. (830-914-2330)
  - g. SSLGC 830-401-2409
  - h. NEW BRAUNFELS UTILITY 830-606-2074
  - i. CANYON LAKE REGIONAL WATER AUTHORITY 830-609-0543
  - j. CENTER POINT 888-876-5786
  - k. SAN ANTONIO RIVER AUTHORITY (866-345-7272)
  - I. CCMA 210-658-6241
- 4. NO METER BOXES TO BE SET IN DRIVEWAYS. ANY METER BOXES SET IN DRIVEWAYS WILL BE RELOCATED AT THE CONTRACTOR'S AND / OR DEVELOPER'S EXPENSE.
- 2", SCHEDULE 40, PVC CASING TO BE USED FOR ALL WATER SERVICE LINES BENEATH ROADWAYS.
- 6. CONTRACTORS SHOULD USE HTH GRANULAR FOR DISINFECTION OF WATER LINES (NOT CHLORINE INJECTION).



#### GENERAL WATER NOTES CON'T:

- NEW WATERLINES SHALL BE TIED INTO EXISTING WATER SYSTEM UNDER THE SUPERVISION OF CITY PERSONNEL NO LATER THAN 14 DAYS AFTER PASSING BACTERIOLOGICAL TESTS.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION FROM DAMAGE DONE TO EXISTING FENCES, CURBS, STREETS, DRIVEWAYS, LANDSCAPING AND STRUCTURES PER SPECIFICATION 01740.
- 9. THE CONTRACTOR SHALL AVOID CUTTING ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATING NEAR EXISTING TREES. EXCAVATION IN VICINITY OF TREES SHALL PROCEED WITH CAUTION. THE CONTRACTOR SHALL CONTACT THE CITY ARBORIST AND THE CITY OF SCHERTZ CONSTRUCTION INSPECTOR FOR GUIDANCE.
- 10. NO EXTRA PAYMENT SHALL BE ALLOWED FOR WORK CALLED FOR ON THE PLANS BUT NOT INCLUDED ON THE BID SCHEDULE. THIS INCIDENTAL WORK WILL BE REQUIRED AND SHALL BE INCLUDED UNDER THE PAY ITEM TO WHICH IT RELATES.
- 11. THE DEVELOPER DEDICATES THE WATERMAINS UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE CITY OF SCHERTZ. THE CITY OF SCHERTZ WILL OWN AND MAINTAIN SAID WATER MAINS WHICH ARE LOCATED WITHIN THIS PARTICULAR SUBDIVISION (AS APPLICABLE).
- 12. THE CONTRACTOR AND/OR THE CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN GEOTECHNICAL/ SAFETY/ EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATIONS.
- 13. WORK COMPLETED BY THE CONTRACTOR WHICH HAS NOT RECEIVED A WORK ORDER OR THE NOTICE TO PROCEED WITH THE CITY OF SCHERTZ CONSTRUCTION INSPECTOR WILL BE SUBJECT TO REMOVAL AND REPLACEMENT BY AND AT THE EXPENSE OF THE CONTRACTOR.
- 14. THE CONTRACTOR WILL KEEP THE AREA ON TOP OF AND AROUND THE METER BOX FREE OF ALL OBJECTS AND DEBRIS



CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

CONSTRUCTION PLAN NOTES

STANDARD DETAIL

PW TECH. SPEC. SECTION 01145

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CITY OF SCHERTZ TEXAS

ENGINEERING AND PUBLIC WORKS

WATER RELOCATION PROJECT

DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	SHEET NO.	
CHECKED: PD, KA	NO.	TEXAS				2341
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	L	0016	05	111, ETC

- GENERAL CONSTRUCTION NOTES:

  1) ALL IMPROVEMENTS TO BE IN ACCORDANCE WITH CITY OF SCHERTZ CODES.

  ALL TRAFFIC CONTROL / TRAFFIC SAFETY SHOULD BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CRITERIA CURRENT CONDITIONS.
- 2) CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION.
- 3) CONTRACTOR TO PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS AND DRIVEWAYS AFFECTED BY CONSTRUCTION OF UTILITIES.
- 4) CONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES SUCH AS SIGNS, LIGHTS, AND SIGNALS FOR THE SAFETY OF THE PUBLIC AND WORKERS, AS REQUIRED.
- 5) CONTRACTOR TO BE RESPONSIBLE FOR PROTECTION AND/OR SAFETY OF THE WORK SITE, WORKERS, SUBCONTRACTORS, MATERIALS AND/OR EQUIPMENT.
- 6) ALL DIMENSIONS ARE BASED ON PROPOSED ROADWAY CENTER LINE UNLESS SHOWN OR OTHERWISE NOTED.
- 7) CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH OWNER FOR ALL CITY, STATE, AND FEDERAL PERMITS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 8) ANY DAMAGE TO EXISTING PAVEMENT, DRAINAGE OR EXISTING STRUCTURES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION AT NO ADDITIONAL EXPENSE TO THE OWNER
- 9) THESE PLANS, PREPARED BY HALFF DO NOT EXTEND TO OR INCLUDE DESIGN OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF HALFF REGISTERED PROFESSIONAL ENGINEER (S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY THE HOUSE BILLS 622 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 70-TH LEGISLATURE REGULAR SESSION.
- 10) CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY TEXAS ONE CALL FOR UTILITY LOCATIONS PRIOR TO ANY AND ALL EXCAVATIONS.
- 11) CONTRACTOR TO COORDINATE WITH THE CITY OF SCHERTZ ON WORK SCHEDULES, TESTING,
- 12) CONTRACTOR TO EXERCISE CAUTION WHEN WORKING NEAR EXISTING FACILITIES AND/OR UTILITIES.
- 13) INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED PRIOR TO CONSTRUCTION.
- 14) ALL EXCESS EARTHEN MATERIAL SHALL BE DISPOSED OFFSITE IN A LEGAL MANNER AT THE CONTRACTORS EXPENSE.
- 15) UPON COMPLETION OF CONSTRUCTION CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS.
- - A) ALL CONCRETE WORK TO BE FORMED, UNLESS OTHERWISE APPROVED. B) ALL CONCRETE TO BE 3000-PSI MINIMUM AT 28 DAYS, UNLESS OTHERWISE SHOWN. STRENGTH TO BE DETERMINED BY CYLINDER BREAK TEST.
  - C) ALL REINFORCING STEEL TO BE ASTM A-615, GRADE 60, UNLESS OTHERWISE SHOWN.
    D) ALL EXPOSED CONCRETE WORK TO BE CHAMFERED.
- 17) DEMOLITION, REMOVAL & DISPOSAL OF ALL EXCESS CONCRETE, RUBBLE, WATER OR SEWER STRUCTURES, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
- 18) DEWATERING, IF NECESSARY, SHALL BE SUBSIDIARY TO COST PIPE.

#### WASTEWATER COLLECTION LINE CONSTRUCTION NOTES:

- 1) ALL PROPOSED SEWER LINES WILL BE SDR 26 PIPE MATERIAL (UNLESS OTHERWISE NOTED).
- 2) CONTRACTOR TO PROVIDE DEFLECTION TEST IN ACCORDANCE WITH TCEQ CHAPTER 217.57 (b). MANDREL TO BE PULLED IN BOTH DIRECTIONS.
- 3) CONTRACTOR TO PROVIDE LOW PRESSURE AIR TEST IN ACCORDANCE WITH TCEQ CHAPTER 217.57 (a), (1), 30 DAYS AFTER INSTALLATION, NO WATER TEST ALLOWED.
- 4) CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING UTILITIES & FACILITIES PRIOR TO CONSTRUCTION.
- 5) ALL CROSSING OF WASTEWATER COLLECTION LINES AND WATERLINES CONSTRUCTED IN ACCORDANCE WITH TOFO REGIJ ATIONS CHAPTER 290 AND 217.
- 6) CONTRACTOR TO PROVIDE LEAKAGE TEST FOR MANHOLE IN ACCORDANCE WITH TCEQ CHAPTER 217.58 (g). (b) OF THE STATE WASTEWATER CODE NO WATER TEST ALLOWED.
- 7) ALL WASTEWATER CONSTRUCTION SHALL BE IN COMPLIANCE WITH TCEQ REGULATIONS 217
- 8) ALL TESTING OF PIPE AND MANHOLES SHALL BE SUBSIDIARY TO COST OF PIPE.
- 9) POST CONSTRUCTION VIDEOS SHALL BE SUBSIDIARY TO COST OF PIPE.
- 10) CONTRACTOR TO SUBMIT A SEWER BYPASS PLAN. SIGNED AND SEALED BY A LICENSED ENGINEER IN TEXAS PRIOR TO CONSTRUCTION OF ANY SEWER IMPROVEMENTS.

#### **WATERLINE CONSTRUCTION NOTES:**

- 1) ALL WATER & WASTEWATER COLLECTION LINE CROSSING TO BE CONSTRUCTED IN ACCORDANCE WITH TCEQ REGULATION, CHAPTER 290 & 217.
- 2) ALL WATER LINE CONSTRUCTION SHALL BE IN COMPLIANCE WITH TCEQ REGULATION SECTION 290.
- 3) CONTRACTOR TO FIELD LOCATE EXISTING METERS & PROPOSED SERVICE CONNECTION LOCATIONS PRIOR TO CONSTRUCTION OF MAIN
- 4) CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING LINES TO BE TIED IN TO NEW MAIN PRIOR TO SETTING LOCATION OF TIE-IN TEE & VALVE ON MAIN.
- 5) CONTRACTOR SHALL MAINTAIN AS MINIMUMS 10 FEET HORIZONTAL AND 2 FEET VERTICAL SEPARATION BETWEEN WATER LINES AND ANY OTHER SEWER.
- 6) NO WATER JETTING ALLOWED, MECHANICAL COMPACTION REQUIRED.
- 7) CONTRACTOR SHALL MAINTAIN A MINIMUM OF 5-FT OF COVER ON ALL WATER LINES.
- 8) FITTINGS TO BE USED ON DEFLECTIONS AS NEEDED FOR THE INSTALLATION OF THE WATERLINE. COMPLETE IN PLACE.
- 9) MEGA LUGS TO BE USED ON ALL FITTINGS.
- 10) TRENCH EXCAVATION PROTECTION FOR WATER LINES (IF REQUIRED) SHALL BE SUBSIDIARY TO COST OF PIPE.
- 11) TESTING SHALL BE SUBSIDIARY TO COST OF PIPE
- 12) CONTRACTOR TO INSTALL MINIMUM 2 FEET OF COVER OVER NEW WATER LINE IN LOCATIONS WHERE TEMPORARY EARTHWORK

#### SPECIAL NOTES (PAY ITEMS):

- 1) ALL MATERIALS CALLED OUT ON PLANS TO BE SALVAGED SHALL BE A NO SEPARATE PAY ITEM (NSPI)
- 2) THE FIRE HYDRANT ASSEMBLY CONSISTS OF THE TEE, VALVE, FIRE HYDRANT AND SPOOL PIECE. WHERE THE FIRE HYDRANT IS LOCATED AT THE END OF A 12-INCH LINE THE FIRE HYDRANT ASSEMBLY WILL CONSIST OF THE REDUCER, FIRE HYDRANT AND SPOOL PIECE.
- 3) LONG WATER SERVICE TO BE INSTALLED BY BORING INCLUDING SLEEVE. NO SEPARATE PAYMENT FOR BORING AND SLEVE.
- 4) TESTING OF WATER AND SEWER ELEMENTS SHALL BE SUBSIDIARY TO THE COST OF THE ITEM. TESTING SHALL BE A NO SEPARATE PAY ITEM.
- 5) ALL SERVICE RELAY FOR SHORT AND LONG SERVICES BID ITEMS TO INCLUDE THE FOLLOWING: A) TAPPING SLEEVE. B) RELOCATION OF EXISTING METER AND BOX.
- 6) SEWER BYPASS PUMPING SHALL BE SUBSIDIARY TO COST OF SEWER INSTALLATION. NO SEPARATE PAY ITEM.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NOAH S. SHAFFER, PE No. 107722, ON 10-07-2024. ALTERATION OF A SEALEDDOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT. THE RECORD COPY OF THE DRAWING IS ON FILE AT THE OFFICES OF HALFF ASSOCIATES, INC. 100 N.E. LOOP 410 SUITE. 701 SAN ANTONIO, TEXAS 78216. TBPELS FIRM #F-312.

#### CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS

WATER RFI OCATION



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DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	SHEET NO.	
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**SUMMARY OF WATER** 

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1 2 3 W. 4 W. 5 W. 6 W. 7 W. 6 W. 11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 19	LOCATION  TER PLAN LAYOUTS SHEETS  WATER CROSSING P&P 01  WATER CROSSING P&P 02  WATER P&P (STA 3934.07 TO 3939.07)  WATER P&P (STA 3937.07 TO 3944.07)  WATER P&P (STA 3939.07 TO 3944.07)  WATER P&P (STA 3988.55 TO 3988.55)  WATER P&P (STA 3988.55 TO 3998.55)  WATER P&P (STA 3988.55 TO 3998.55)  WATER P&P (STA 3998.55 TO 3998.55)  WATER P&P (STA 3998.54 TO 4003.54)  WATER P&P (STA 4003.54 TO 4008.54)  WATER P&P (STA 4008.54 TO 4013.54)  WATER P&P (STA 4013.54 TO 4013.54)  WATER P&P (STA 4018.54 TO 4023.54)  WATER P&P (STA 4023.54 TO 4023.54)  WATER P&P (STA 4033.53 TO 4038.53)  WATER P&P (STA 4038.53 TO 4038.53)  WATER P&P (STA 4038.53 TO 4043.64)  WATER P&P (STA 4043.64 TO 4048.75)  WATER P&P (STA 4043.64 TO 4048.75)  WATER P&P (STA 4058.90 TO 4063.89)	361-6004  FULL-DEPTH REPAIR CPCD (10")  SY  23  90  154  101  54  87  59  148	402-6001  TRENCH EXCAVATION SAFETY PROTECTION  LF  65 57 65 43 496 501 500 517 501 500 517 501 500 513	7299-XXXX  SPLIT STEEL CASING (24")(OPEN CUT)  LF  47  35	7330-6002  4" PVC D-2241 SDR-21 PIPE INSTALLATION  LF  13	LF  65 57 65 43 426 501 500	7330-6007  12" PVC C-900 DR-14 PIPE INSTALLATIO N (CARRIER PIPE)  LF  270  365	7330-6008  SERVICE RELAY (SHORT 2") (TYPE "K" COPPER)  EA	7330-6014  12" GATE VALVES  EA  2 2		GREY IRON AND	7330-6021  TIE-IN (COMP)(4")	7330-6024  TIE-IN (COMP)(12")  EA	7330-6025  JACKING, BORING OR TUNNELING PIPE  LF  270  365	7330-6027 24" STEEL CASING (WATER)  LF 270 365	7330-6030  REMOVE EXISTING WATER LINES  LF  313
WATE  1 2 3 W. 4 W. 5 W. 6 W. 7 W. 8 W. 9 W. 10 W. 11 W. 12 W. 13 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W.	WATER CROSSING P&P 01  WATER CROSSING P&P 01  WATER CROSSING P&P 02  WATER P&P (STA 3934.07 TO 3939.07)  WATER P&P (STA 3939.07 TO 3944.07)  WATER P&P (STA 3938.55 TO 3983.55)  WATER P&P (STA 3988.55 TO 3998.55)  WATER P&P (STA 3998.55 TO 3998.55)  WATER P&P (STA 3998.55 TO 3998.55)  WATER P&P (STA 3998.54 TO 4003.54)  WATER P&P (STA 4003.54 TO 4008.54)  WATER P&P (STA 4013.54 TO 4018.54)  WATER P&P (STA 4018.54 TO 4018.54)  WATER P&P (STA 4018.54 TO 4023.54)  WATER P&P (STA 4018.54 TO 4023.54)  WATER P&P (STA 4033.53 TO 4033.53)  WATER P&P (STA 4033.53 TO 4043.64)  WATER P&P (STA 4038.53 TO 4043.64)  WATER P&P (STA 4048.64 TO 4048.75)  WATER P&P (STA 4048.69 TO 4063.89)	REPAIR CPCD (10") SY  23  90  154  101  54  87  59  148	EXCAVATION SAFETY PROTECTION  LF  65 57 65 43 496 501 500 517 501 500 513	CASING (24")(OPEN CUT	SDR-21 PIPE INSTALLATION LF	DR-14 PIPE INSTALLATIO N LF 65 57 65 43 426 501 500	DR-14 PIPE INSTALLATIO N (CARRIER PIPE) LF 270 365	RELAY (SHORT 2") (TYPE "K" COPPER)	VALVES  EA  2	HYDRANT ASSEMBLY	TON  0.17  0.17	(COMP)(4")	(COMP)(12") EA	BORING OR TUNNELING PIPE LF 270	CASING (WATER)	EXISTING WATER LINES LF
1 2 3 W. 4 W. 5 W. 6 W. 7 W. 6 W. 10 W. 11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 19	WATER CROSSING P&P 01 WATER CROSSING P&P 02 NATER P&P (STA 3934.07 TO 3939.07) NATER P&P (STA 3939.07 TO 3944.07) NATER P&P (STA 3978.55 TO 3983.55) NATER P&P (STA 3983.55 TO 3988.55) NATER P&P (STA 3988.55 TO 3998.55) NATER P&P (STA 3988.55 TO 3998.55) NATER P&P (STA 3998.55 TO 3998.55) NATER P&P (STA 3998.54 TO 4003.54) NATER P&P (STA 4003.54 TO 4003.54) NATER P&P (STA 4008.54 TO 4013.54) NATER P&P (STA 4013.54 TO 4013.54) NATER P&P (STA 4013.54 TO 4013.54) NATER P&P (STA 4013.54 TO 4023.54) NATER P&P (STA 4023.54 TO 4023.54) NATER P&P (STA 4023.53 TO 4033.53) NATER P&P (STA 4033.53 TO 4038.53) NATER P&P (STA 4038.53 TO 4043.64) NATER P&P (STA 4043.64 TO 4048.75) NATER P&P (STA 4043.64 TO 4048.75) NATER P&P (STA 4043.64) NATER P&P (STA 4043.64 TO 4048.75)	23 90 154 101 54 87 59 148	65 57 65 43 496 501 500 517 501 500 513	47		65 57 65 43 426 501 500	270 365		2	EA	0.17 0.17	EA		270	270	313
1 2 3 W. 4 W. 5 W. 6 W. 7 W. 8 W. 9 W. 10 W. 11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W. 32 W.	WATER CROSSING P&P 01 WATER CROSSING P&P 02 NATER P&P (STA 3934.07 TO 3939.07) NATER P&P (STA 3939.07 TO 3944.07) NATER P&P (STA 3978.55 TO 3983.55) NATER P&P (STA 3983.55 TO 3988.55) NATER P&P (STA 3988.55 TO 3998.55) NATER P&P (STA 3988.55 TO 3998.55) NATER P&P (STA 3998.55 TO 3998.55) NATER P&P (STA 3998.54 TO 4003.54) NATER P&P (STA 4003.54 TO 4003.54) NATER P&P (STA 4008.54 TO 4013.54) NATER P&P (STA 4013.54 TO 4013.54) NATER P&P (STA 4013.54 TO 4013.54) NATER P&P (STA 4013.54 TO 4023.54) NATER P&P (STA 4023.54 TO 4023.54) NATER P&P (STA 4023.53 TO 4033.53) NATER P&P (STA 4033.53 TO 4038.53) NATER P&P (STA 4038.53 TO 4043.64) NATER P&P (STA 4043.64 TO 4048.75) NATER P&P (STA 4043.64 TO 4048.75) NATER P&P (STA 4043.64) NATER P&P (STA 4043.64 TO 4048.75)	90 154 101 54 87 59 148	57 65 43 496 501 500 500 517 501 500 513	-	13	57 65 43 426 501 500	365				0.17		1			
2 3 W. 4 W. 5 W. 6 W. 7 W. 8 W. 10 W. 11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 18 W. 19 W	WATER CROSSING P&P 02  NATER P&P (STA 3934.07 TO 3939.07)  NATER P&P (STA 3939.07 TO 3944.07)  NATER P&P (STA 3978.55 TO 3983.55)  NATER P&P (STA 3983.55 TO 3988.55)  NATER P&P (STA 3988.55 TO 3998.55)  NATER P&P (STA 3988.55 TO 3998.55)  NATER P&P (STA 3998.54 TO 4003.54)  NATER P&P (STA 3998.54 TO 4008.54)  NATER P&P (STA 4003.54 TO 4008.54)  NATER P&P (STA 4008.54 TO 4013.54)  NATER P&P (STA 4013.54 TO 4018.54)  NATER P&P (STA 4018.54 TO 4023.54)  NATER P&P (STA 4023.54 TO 4023.54)  NATER P&P (STA 4028.54 TO 4033.53)  NATER P&P (STA 4038.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)	90 154 101 54 87 59 148	57 65 43 496 501 500 500 517 501 500 513	-	13	57 65 43 426 501 500	365				0.17		1			
3 W. 4 W. 5 W. 6 W. 7 W. 8 W. 9 W. 10 W. 11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W.	NATER P&P (STA 3934.07 TO 3939.07)  NATER P&P (STA 3939.07 TO 3944.07)  NATER P&P (STA 3939.07 TO 3944.07)  NATER P&P (STA 3978.55 TO 3983.55)  NATER P&P (STA 3983.55 TO 3988.55)  NATER P&P (STA 3988.55 TO 3993.55)  NATER P&P (STA 3998.55 TO 3998.55)  NATER P&P (STA 3998.54 TO 4003.54)  NATER P&P (STA 4003.54 TO 4008.54)  NATER P&P (STA 4008.54 TO 4018.54)  NATER P&P (STA 4013.54 TO 4018.54)  NATER P&P (STA 4018.54 TO 4023.54)  NATER P&P (STA 4023.54 TO 4023.54)  NATER P&P (STA 4028.54 TO 4033.53)  NATER P&P (STA 4038.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.69) TO 4063.89)	90 154 101 54 87 59 148	65 43 496 501 500 500 517 501 500 513	35	13	65 43 426 501 500			2				1	365	365	
4 W. 5 W. 6 W. 7 W. 8 W. 9 W. 10 W. 11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W.	NATER P&P (STA 3939.07 TO 3944.07)  NATER P&P (STA 3978.55 TO 3983.55)  NATER P&P (STA 3983.55 TO 3988.55)  NATER P&P (STA 3983.55 TO 3998.55)  NATER P&P (STA 3988.55 TO 3993.55)  NATER P&P (STA 3993.55 TO 3998.55)  NATER P&P (STA 3999.54 TO 4003.54)  NATER P&P (STA 4003.54 TO 4008.54)  NATER P&P (STA 4008.54 TO 4013.54)  NATER P&P (STA 4013.54 TO 4018.54)  NATER P&P (STA 4013.54 TO 4023.54)  NATER P&P (STA 4023.54 TO 4023.54)  NATER P&P (STA 4023.53 TO 4038.53)  NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.69) TO 4063.89)	90 154 101 54 87 59 148	43 496 501 500 500 517 501 500 513		13	43 426 501 500	70				0.15		1			409
5 W. 6 W. 7 W. 8 W. 9 W. 10 W. 11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	NATER P&P (STA 3978.55 TO 3983.55)  NATER P&P (STA 3983.55 TO 3988.55)  NATER P&P (STA 3983.55 TO 3988.55)  NATER P&P (STA 3983.55 TO 3993.55)  NATER P&P (STA 3993.55 TO 3998.55)  NATER P&P (STA 3998.54 TO 4003.54)  NATER P&P (STA 4003.54 TO 4008.54)  NATER P&P (STA 4008.54 TO 4013.54)  NATER P&P (STA 4013.54 TO 4013.54)  NATER P&P (STA 4013.54 TO 4023.54)  NATER P&P (STA 4023.54 TO 4023.54)  NATER P&P (STA 4023.53 TO 4033.53)  NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4033.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.64 TO 4048.75)	90 154 101 54 87 59 148	496 501 500 500 517 501 500 513		13	426 501 500	70									61
6 W. 7 W. 8 W. 9 W. 10 W. 11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	NATER P&P (STA 3983.55 TO 3988.55)  NATER P&P (STA 3988.55 TO 3993.55)  NATER P&P (STA 3993.55 TO 3998.55)  NATER P&P (STA 3993.55 TO 3998.55)  NATER P&P (STA 3998.54 TO 4003.54)  NATER P&P (STA 4003.54 TO 4008.54)  NATER P&P (STA 4008.54 TO 4013.54)  NATER P&P (STA 4013.54 TO 4018.54)  NATER P&P (STA 4013.54 TO 4023.54)  NATER P&P (STA 4023.54 TO 4028.54)  NATER P&P (STA 4023.53 TO 4033.53)  NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.69) TO 4063.89)	90 154 101 54 87 59 148	501 500 500 517 501 500 513		13	501 500	70				0.05		1			39
7 W. 8 W. 9 W. 10 W. 11 W. 12 W. 13 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	WATER P&P (STA 3988.55 TO 3993.55)  WATER P&P (STA 3993.55 TO 3998.55)  WATER P&P (STA 3998.54 TO 4003.54)  WATER P&P (STA 4003.54 TO 4008.54)  WATER P&P (STA 4003.54 TO 4013.54)  WATER P&P (STA 4013.54 TO 4018.54)  WATER P&P (STA 4013.54 TO 4018.54)  WATER P&P (STA 4018.54 TO 4028.54)  WATER P&P (STA 4023.54 TO 4028.54)  WATER P&P (STA 4033.53 TO 4033.53)  WATER P&P (STA 4033.53 TO 4043.64)  WATER P&P (STA 4038.53 TO 4043.64)  WATER P&P (STA 4043.64 TO 4048.75)  WATER P&P (STA 4043.64 TO 4048.75)	154 101 54 87 59 148	500 500 517 501 500 513			500			2	2	0.17	1	1		70	497
8 W. 9 W. 10 W. 11 W. 12 W. 13 W. 15 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	WATER P&P (STA 3993.55 TO 3998.55) WATER P&P (STA 3998.54 TO 4003.54) WATER P&P (STA 4003.54 TO 4008.54) WATER P&P (STA 4008.54 TO 4013.54) WATER P&P (STA 4018.54 TO 4018.54) WATER P&P (STA 4018.54 TO 4018.54) WATER P&P (STA 4018.54 TO 4023.54) WATER P&P (STA 4023.54 TO 4028.54) WATER P&P (STA 4028.54 TO 4033.53) WATER P&P (STA 4033.53 TO 4038.53) WATER P&P (STA 4038.53 TO 4043.64) WATER P&P (STA 4048.64 TO 4048.75) WATER P&P (STA 4048.64 TO 4048.75) WATER P&P (STA 4048.69) TO 4063.89)	101 54 87 59 148	500 517 501 500 513					1	2	2	0.12					501
9 W. 10 W. 11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	NATER P&P (STA 3998.54 TO 4003.54)  NATER P&P (STA 4003.54 TO 4008.54)  NATER P&P (STA 4008.54 TO 4013.54)  NATER P&P (STA 4018.54 TO 4018.54)  NATER P&P (STA 4018.54 TO 4018.54)  NATER P&P (STA 4018.54 TO 4023.54)  NATER P&P (STA 4023.54 TO 4028.54)  NATER P&P (STA 4028.54 TO 4033.53)  NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4048.64 TO 4048.75)  NATER P&P (STA 4048.69) TO 4063.89)	54 87 59 148	517 501 500 513						2	2	0.12					501
10 W. 11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	NATER P&P (STA 4003.54 TO 4008.54)  NATER P&P (STA 4008.54 TO 4013.54)  NATER P&P (STA 4013.54 TO 4018.54)  NATER P&P (STA 4013.54 TO 4018.54)  NATER P&P (STA 4018.54 TO 4023.54)  NATER P&P (STA 4023.54 TO 4028.54)  NATER P&P (STA 4028.54 TO 4033.53)  NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.69 TO 4063.89)	54 87 59 148	501 500 513			500			2	2	0.12					501
11 W. 12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	NATER P&P (STA 4008.54 TO 4013.54)  NATER P&P (STA 4013.54 TO 4018.54)  NATER P&P (STA 4013.54 TO 4023.54)  NATER P&P (STA 4023.54 TO 4028.54)  NATER P&P (STA 4028.54 TO 4028.53)  NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4058.90 TO 4063.89)	87 59 148	500 513			517			3	2	0.24		1			618
12 W. 13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	NATER P&P (STA 4013.54 TO 4018.54)  NATER P&P (STA 4018.54 TO 4023.54)  NATER P&P (STA 4023.54 TO 4028.54)  NATER P&P (STA 4028.54 TO 4028.53)  NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4058.90 TO 4063.89)	59 148	513			501			2	2	0.12					500
13 W. 14 W. 15 W. 16 W. 17 W. 18 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W.	NATER P&P (STA 4018.54 TO 4023.54)  NATER P&P (STA 4023.54 TO 4028.54)  NATER P&P (STA 4028.54 TO 4033.53)  NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4058.90 TO 4063.89)	59 148		-		500	470		2	2	0.12		4		470	501
14 W. 15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W.	NATER P&P (STA 4023.54 TO 4028.54)  NATER P&P (STA 4028.54 TO 4033.53)  NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4058.90 TO 4063.89)	148	1 507			343	170		4	2	0.24		1		170	596
15 W. 16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W.	NATER P&P (STA 4028.54 TO 4033.53)  NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4058.90 TO 4063.89)	148	501	-	-	502 501			2	2	0.12 0.06					499 501
16 W. 17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W.	NATER P&P (STA 4033.53 TO 4038.53)  NATER P&P (STA 4038.53 TO 4043.64)  NATER P&P (STA 4043.64 TO 4048.75)  NATER P&P (STA 4058.90 TO 4063.89)	148	500			443	57		2	2	0.06				57	503
17 W. 18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	NATER P&P (STA 4038.53 TO 4043.64) NATER P&P (STA 4043.64 TO 4048.75) NATER P&P (STA 4058.90 TO 4063.89)		538	<del> </del>	+	538	31		4	2	0.12		1		31	562
18 W. 19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	WATER P&P (STA 4043.64 TO 4048.75) WATER P&P (STA 4058.90 TO 4063.89)	31	500			500		1	2	2	0.29		'			499
19 W. 20 W. 21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	WATER P&P (STA 4058.90 TO 4063.89)	82	377			377		5	2	2	0.19		1			378
20 W, 21 W, 22 W, 23 W, 24 W, 25 W, 26 W, 27 W, 28 W, 29 W, 30 W, 31 W, 32 W,		- 52	93			93		1	1		0.20		2			87
21 W. 22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	NATER P&P (STA 4063.89 TO 4068.88)		66			66			·		0.10		1			60
22 W. 23 W. 24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W.	WATER P&P (STA 4068.88 TO 4073.88)	63	500			500		5		1	0.06					502
24 W. 25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W.	WATER P&P (STA 4073.88 TO 4078.88)	71	546			448	98		1	2	0.11		1		98	588
25 W. 26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	WATER P&P (STA 4078.88 TO 4083.88)		516			516	2		1	2	0.25				2	501
26 W. 27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	WATER P&P (STA 4083.88 TO 4088.88)	57	525			472	53		1	2	0.25		1		53	571
27 W. 28 W. 29 W. 30 W. 31 W. 32 W.	WATER P&P (STA 4088.88 TO 4093.88)		500			432	68		1	1	0.06				68	501
28 W. 29 W. 30 W. 31 W. 32 W.	WATER P&P (STA 4093.88 TO 4098.88)		500			500			1	2	0.12					501
29 W. 30 W. 31 W. 32 W.	WATER P&P (STA 4098.88 TO 4103.88)	121	605		50	482	73		1	2	0.42	1	1		73	554
30 W. 31 W. 32 W.	WATER P&P (STA 4103.88 TO 4108.88)		501			501			1	2	0.12					501
31 W. 32 W.	WATER P&P (STA 4108.88 TO 4113.86)		500			360	140	2			0.10				140	498
32 W.	WATER P&P (STA 4113.86 TO 4118.86)		3			3							1			3
	NATER P&P (STA 4133.83 TO 4138.83)	34	484			330	154				0.09		2		154	482
I 33 I W.	WATER P&P (STA 3975.90 TO 3980.92)		89			89							1			103
	WATER P&P (STA 3980.92 TO 3985.92)	62	348			348			1		0.10		1			346
<b>————</b>	WATER P&P (STA 4010.89 TO 4015.89)		78	0.5		78					0.09		1	0.5		54
	WATER P&P (STA 4015.89 TO 4020.89)	19	546	35		546	74				0.27			25	74	781
	WATER P&P (STA 4020.89 TO 4025.86)	61	507 505			507 466	20				0.14 0.19				20	504 499
	NATER P&P (STA 4025.86 TO 4030.85)  NATER P&P (STA 4030.85 TO 4035.86)	46	214			214	39				0.19		1		39	214
	WATER P&P (STA 4030.83 TO 4033.80) WATER P&P (STA 4065.42 TO 4070.41)		77			77					0.09		1			76
	WATER P&P (STA 4070.41 TO 4075.41)		500			500			1	2	0.03		'			501
	WATER P&P (STA 4075.41 TO 4075.41)	70	500	<del> </del>	†	500			1	1	0.06					501
	WATER P&P (STA 4080.41 TO 4085.41)	58	500			500		4	1	2	0.12					501
	WATER P&P (STA 4085.41 TO 4090.41)		502			482	20	1	1	2	0.19				20	501
	WATER P&P (STA 4090.41 TO 4095.41)	106	500	1		500		3	1	2	0.12					500
	WATER P&P (STA 4095.41 TO 4100.41)	30	501			501		1		1	0.06					501
46 W	WATER P&P (STA 4100.41 TO 4105.41)		500			500			1	2	0.12					501
47 W	WATER P&P (STA 4105.41 TO 4110.41)		499			499			1	2	0.12					500
48 W	WATER P&P (STA 4110.41 TO 4115.39)		373			373			1	2	0.41		1			359
49 W.	WATER P&P (STA 4120.38 TO 4125.38)	55	383			383		3	1	1	0.15		1			389
50 W	WATER P&P (STA 4125.38 TO 4130.35)		300			300			1	2	0.12		1			300
51 W	WATER P&P (STA 4130.35 TO 4135.34)		152			152					0.10		1			150
	MAILN FOR (SIA 4130.33 10 4133.34)		500			367	133		1	2	0.12				133	500
<b></b>	WATER P&P (STA 4135.34 TO 4140.34)	58	502			502		2	1	2	0.22					500
	NATER P&P (STA 4135.34 TO 4140.34) NATER P&P (STA 4140.34 TO 4145.34)		501			501			1	2	0.22					500
	NATER P&P (STA 4135.34 TO 4140.34)  NATER P&P (STA 4140.34 TO 4145.34)  NATER P&P (STA 4145.34 TO 4150.34)		501	ļ		501				1	0.06					501
56 W	NATER P&P (STA 4135.34 TO 4140.34)  NATER P&P (STA 4140.34 TO 4145.34)  NATER P&P (STA 4145.34 TO 4150.34)  NATER P&P (STA 415.34 TO 4155.34)  NATER P&P (STA 4150.34 TO 4155.34)		460	1	1	460			1	2	0.19		1			460
<u> </u>	NATER P&P (STA 4135.34 TO 4140.34)  NATER P&P (STA 4140.34 TO 4145.34)  NATER P&P (STA 4145.34 TO 4150.34)		1	1	1	1			1							

## CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS



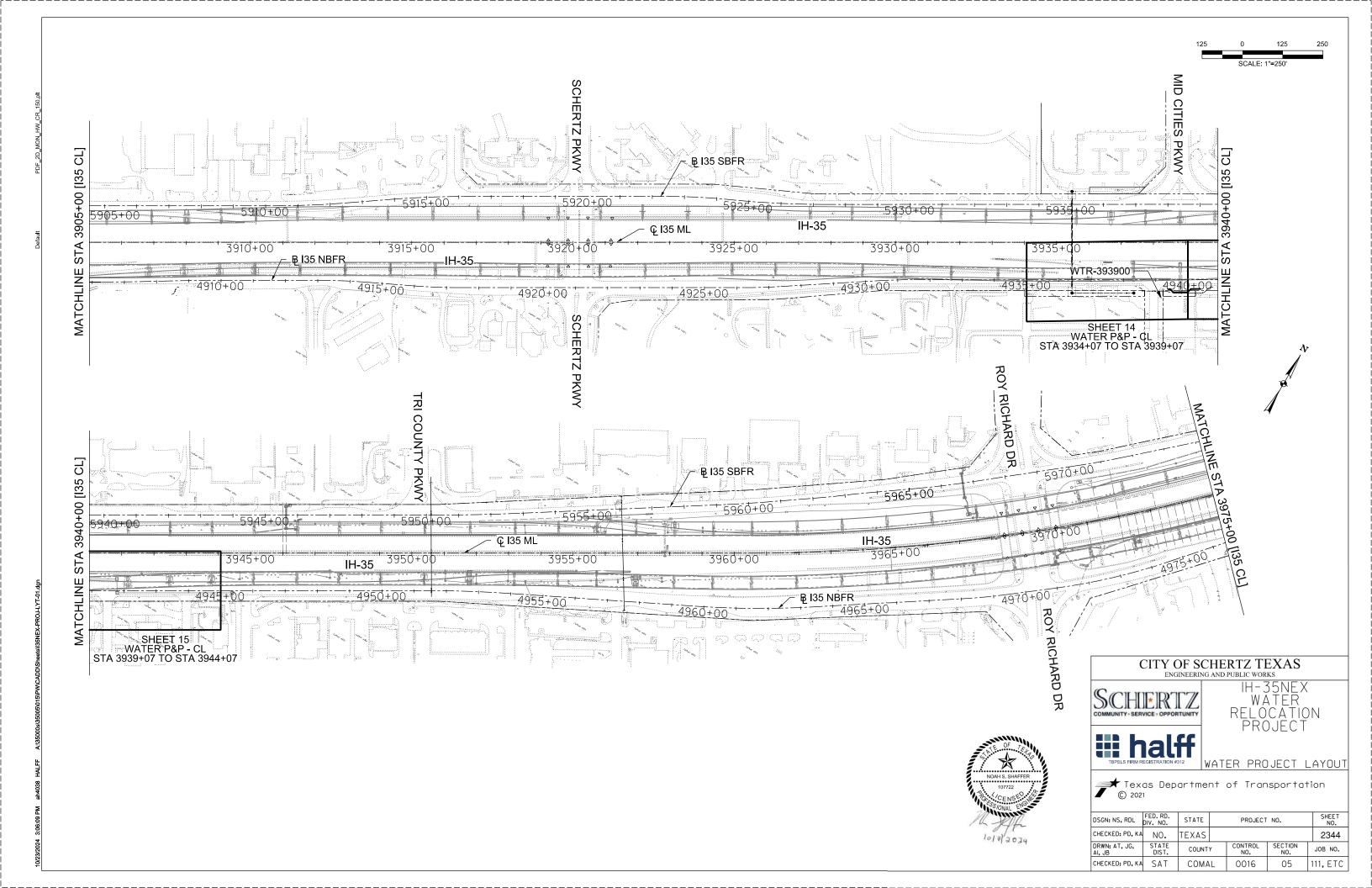
IH-35NEX WATER RELOCATION PROJECT

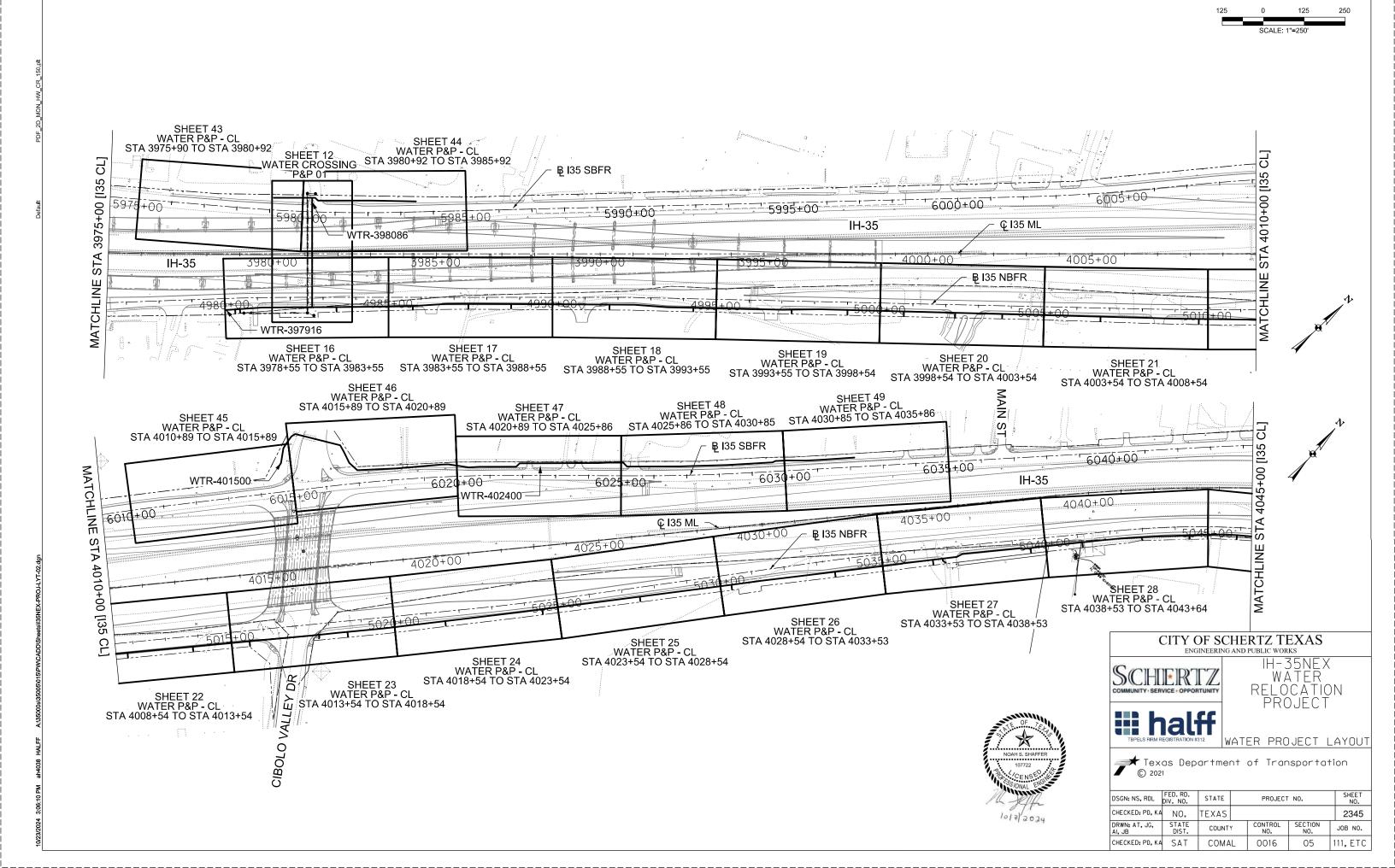


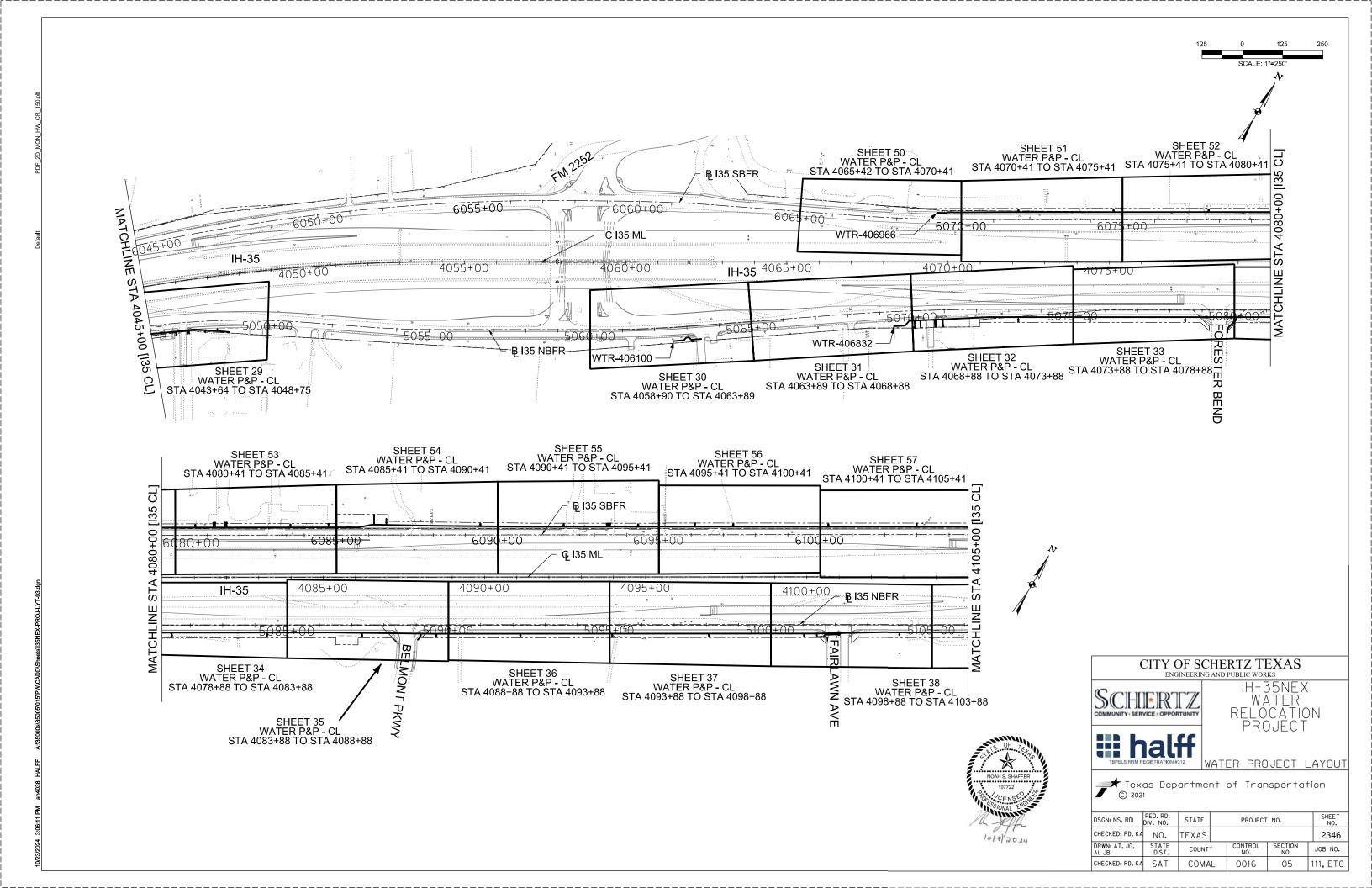
WATER SUMMARY

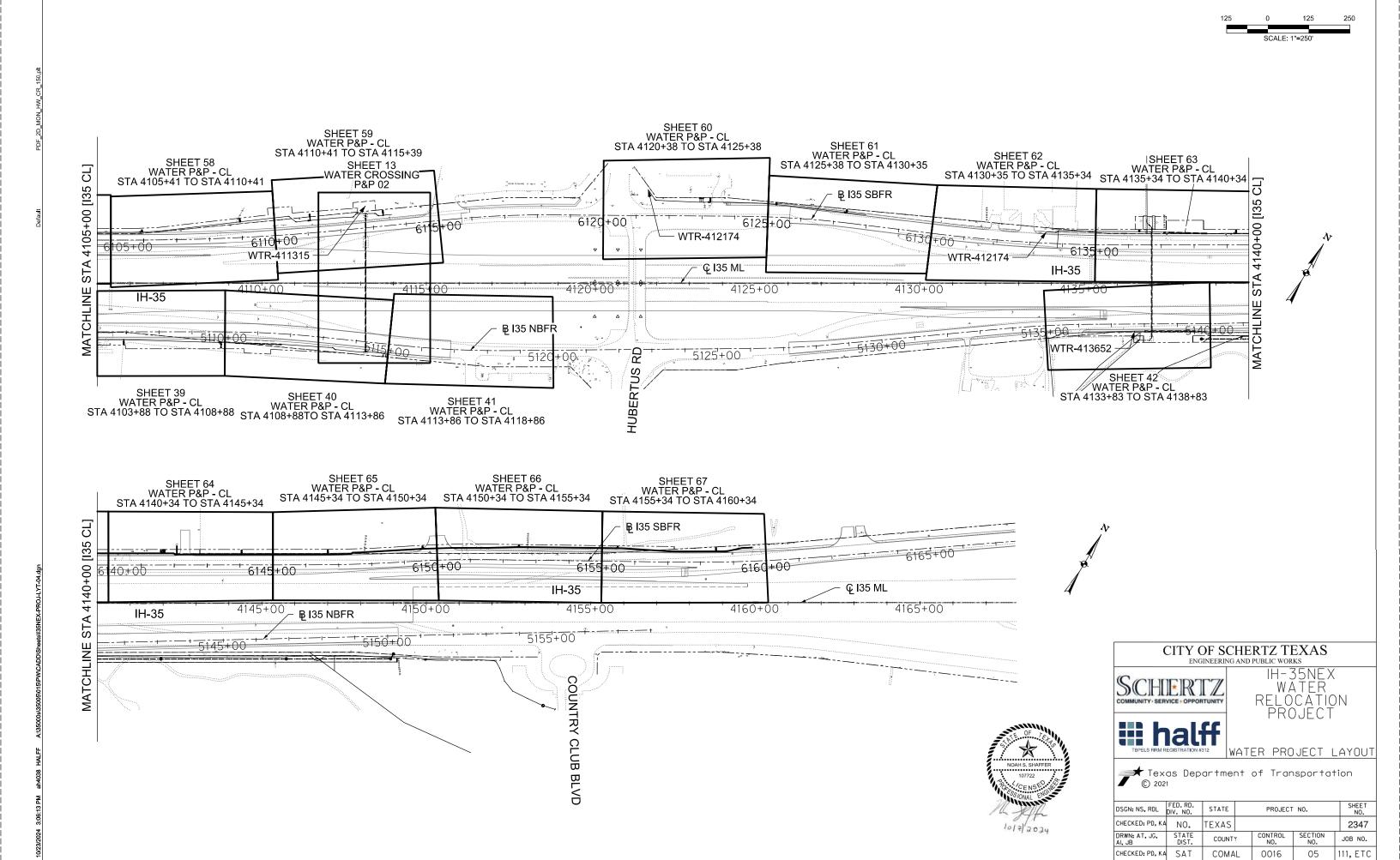


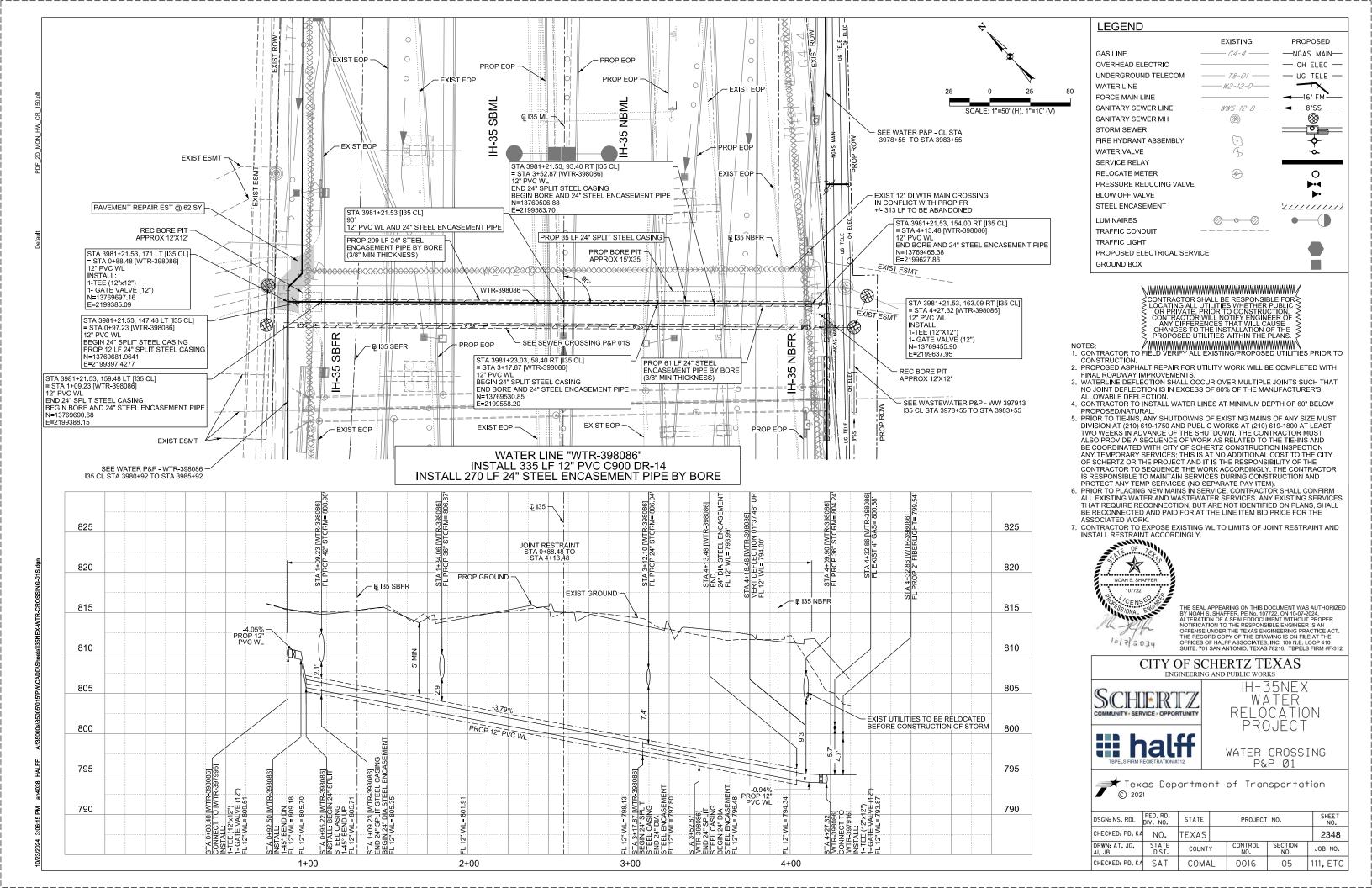
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CHECKED: PD, KA	NO.	TEXAS				2343
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	L	0016	05	111, ETC

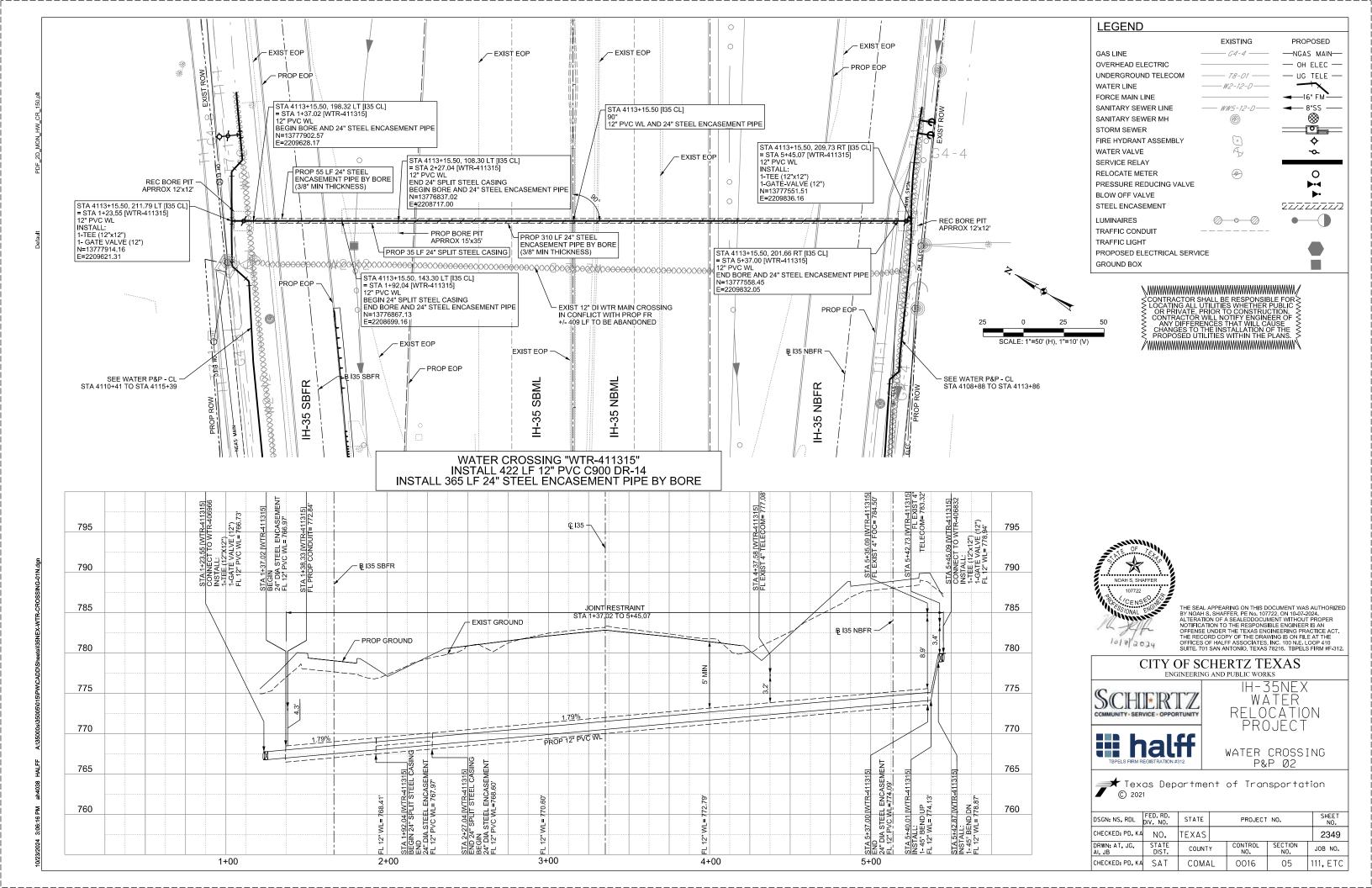


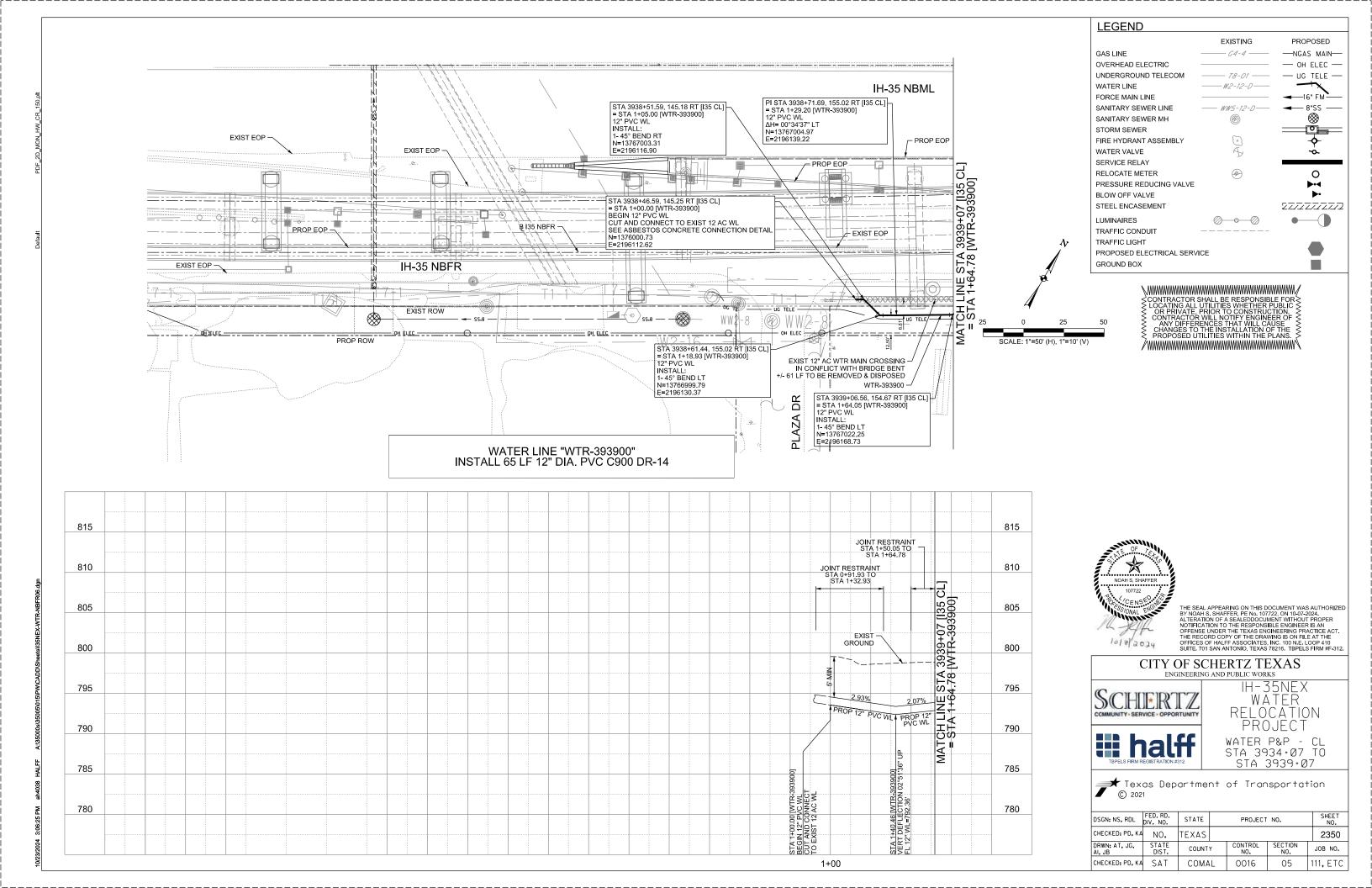


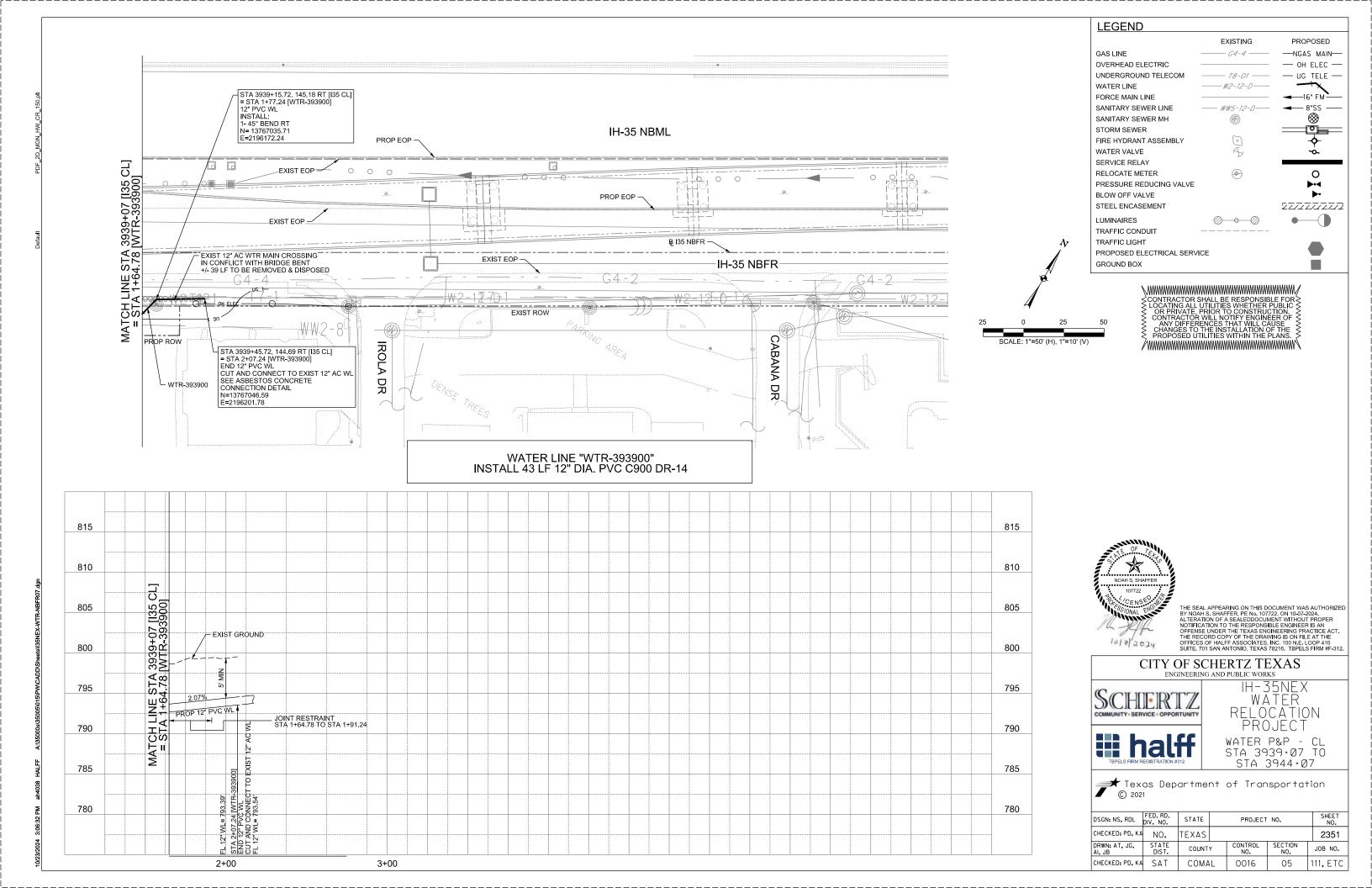


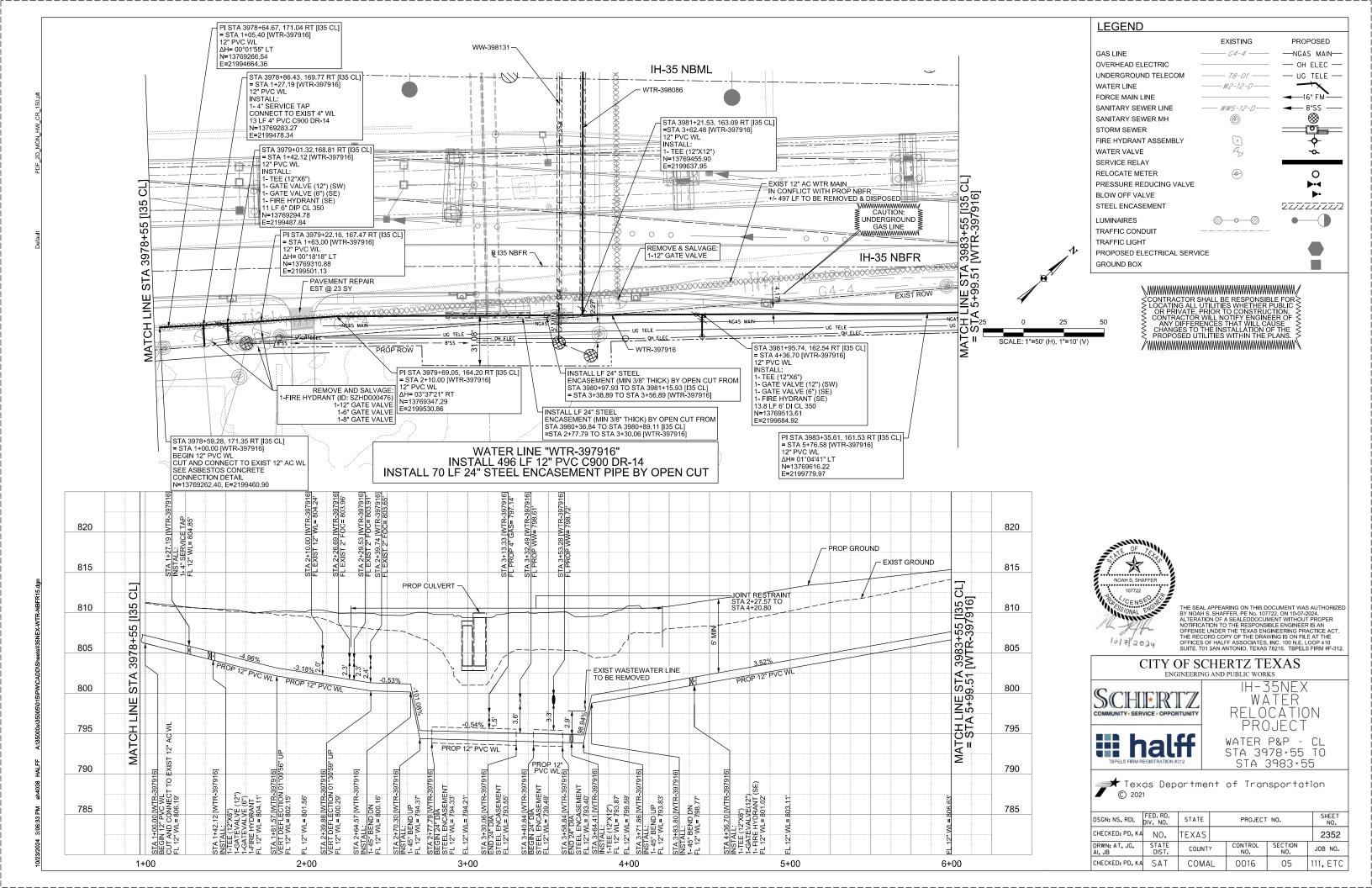


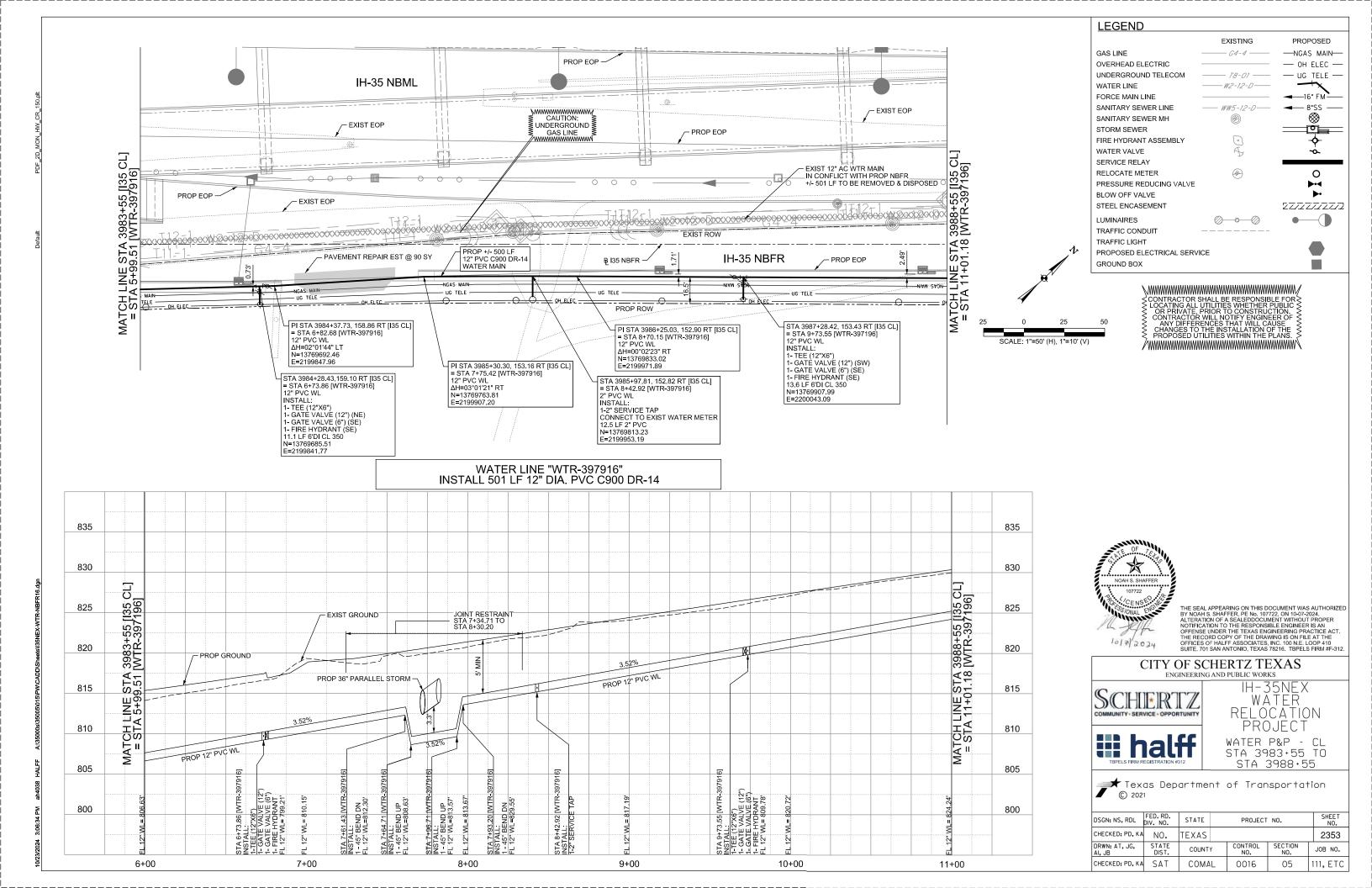


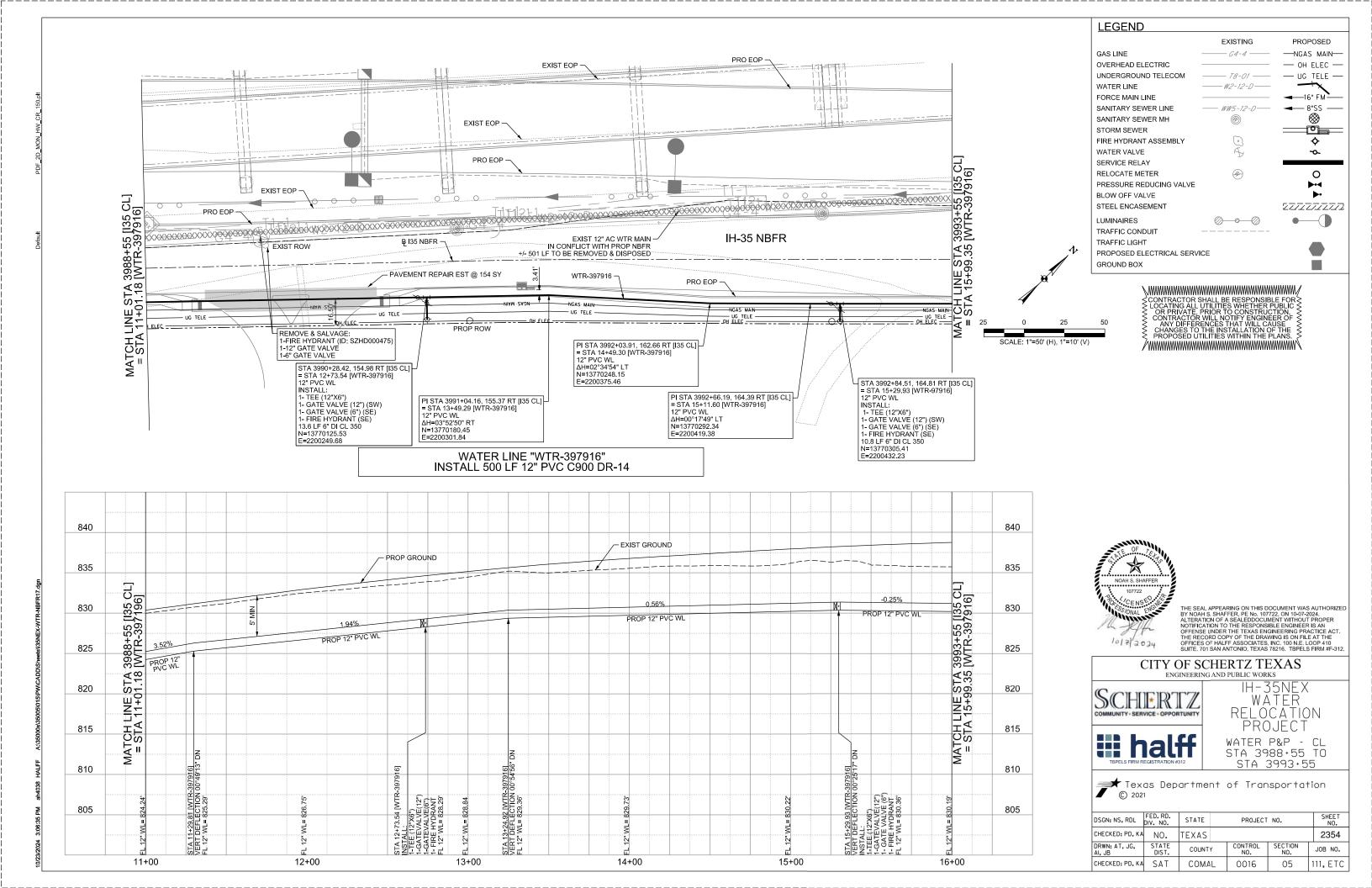


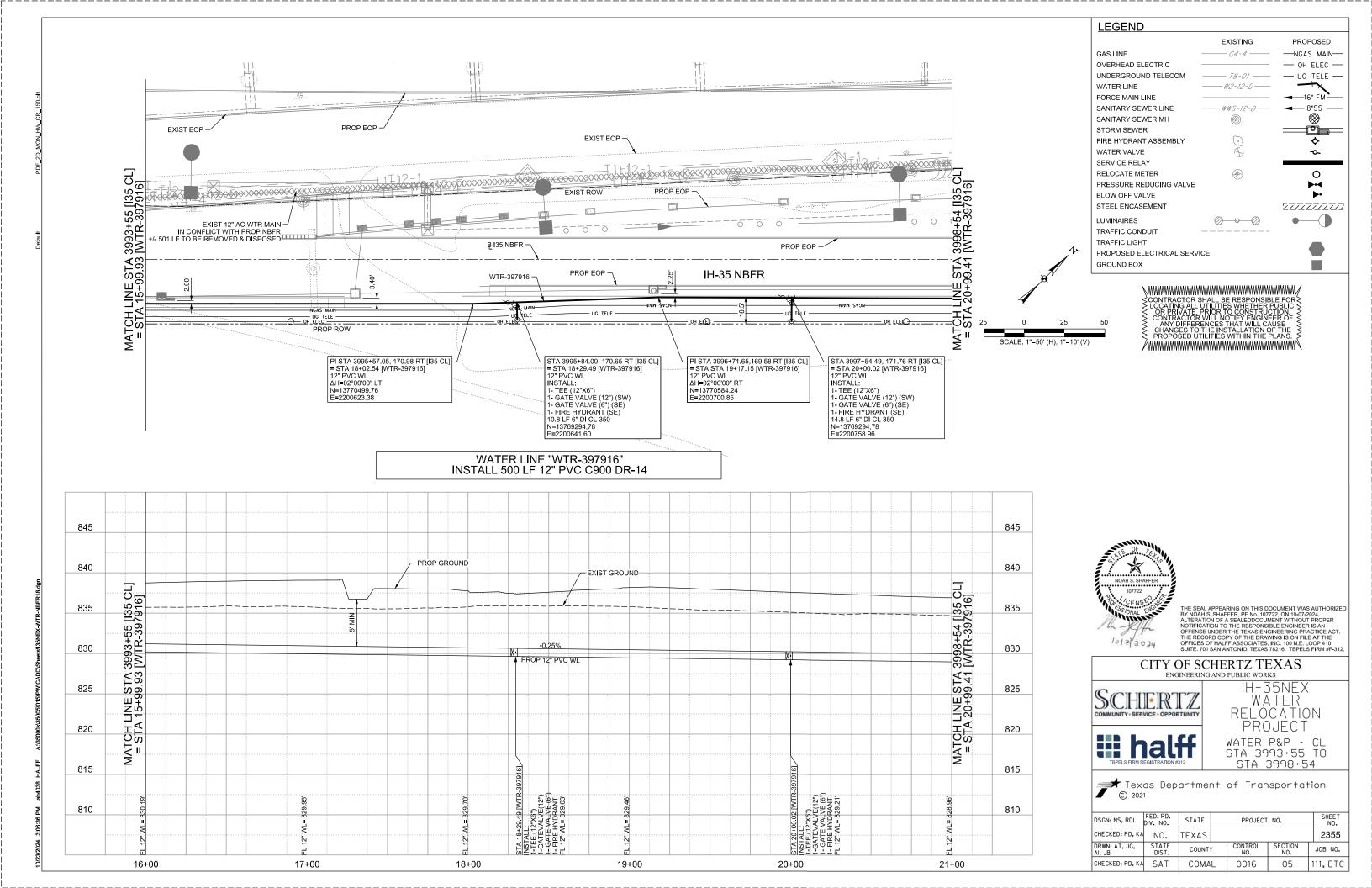


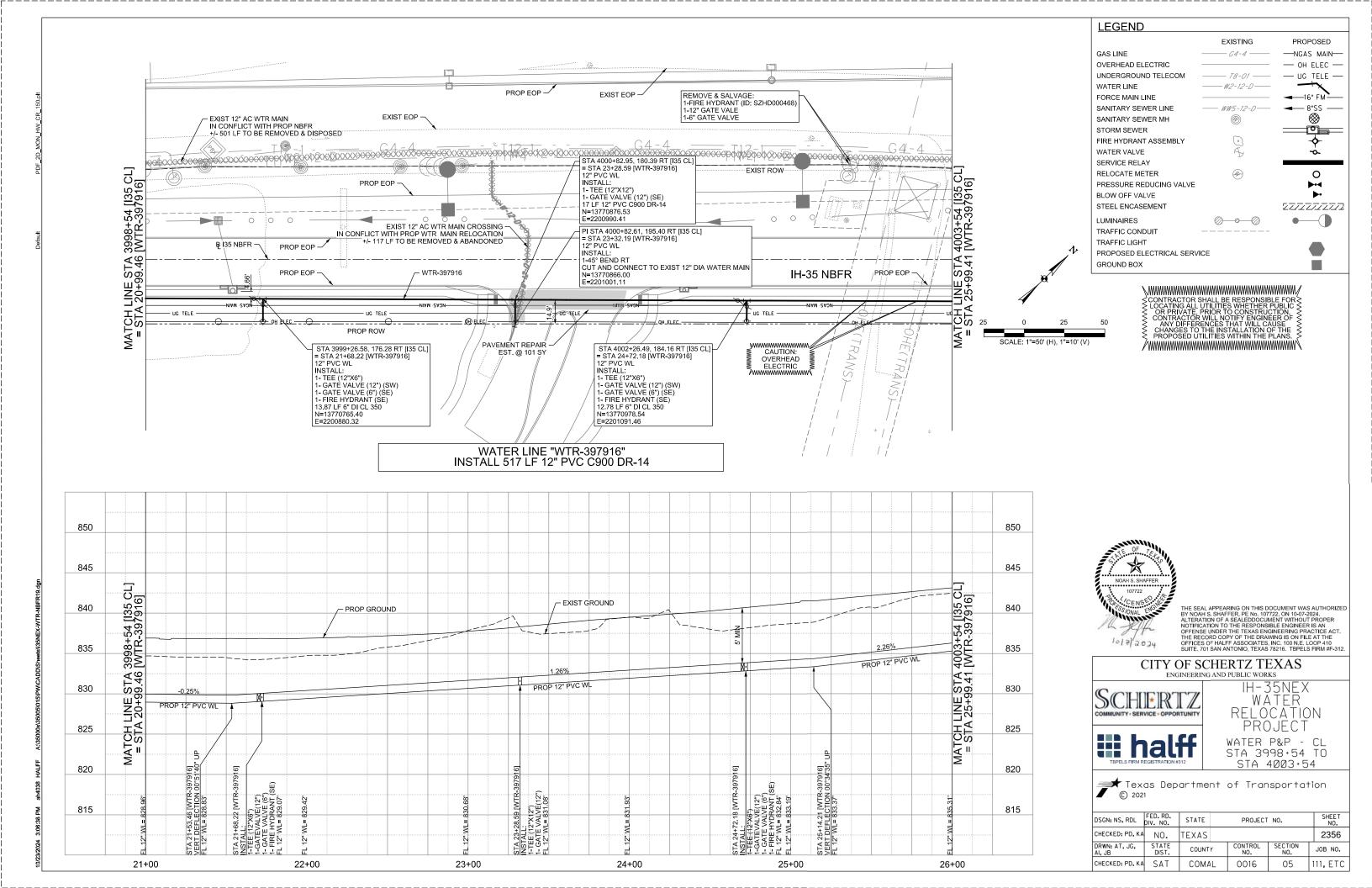


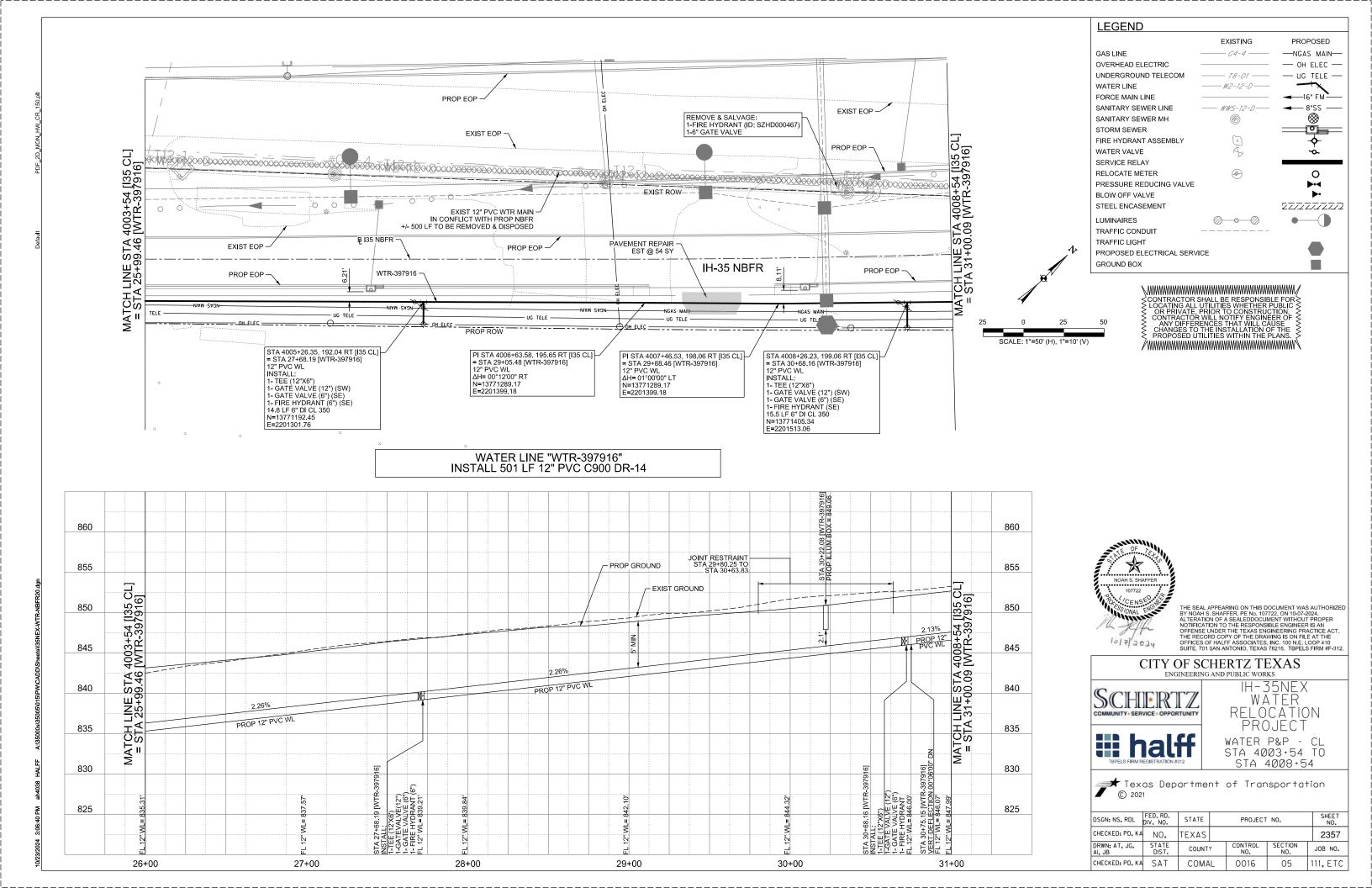


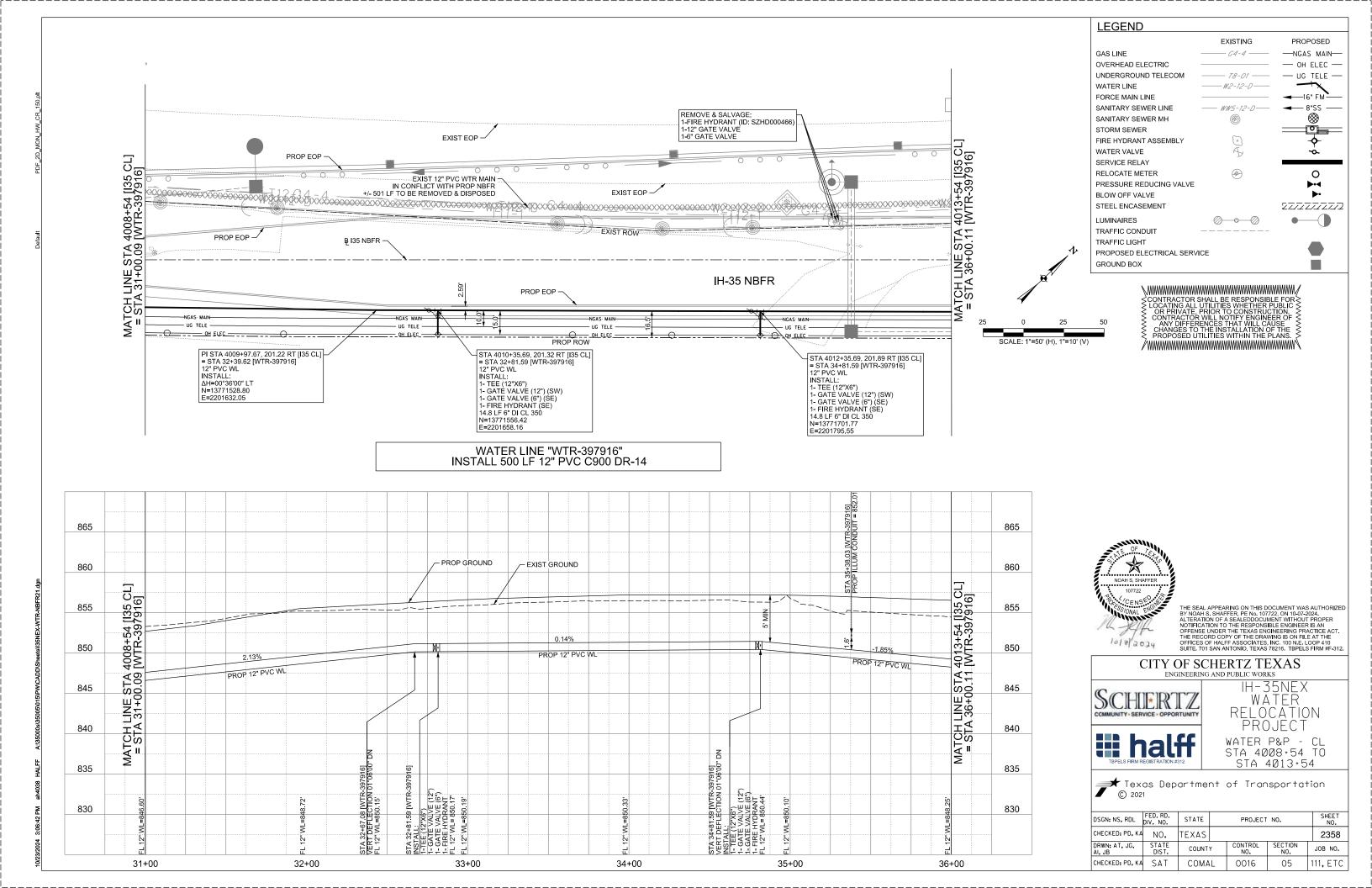


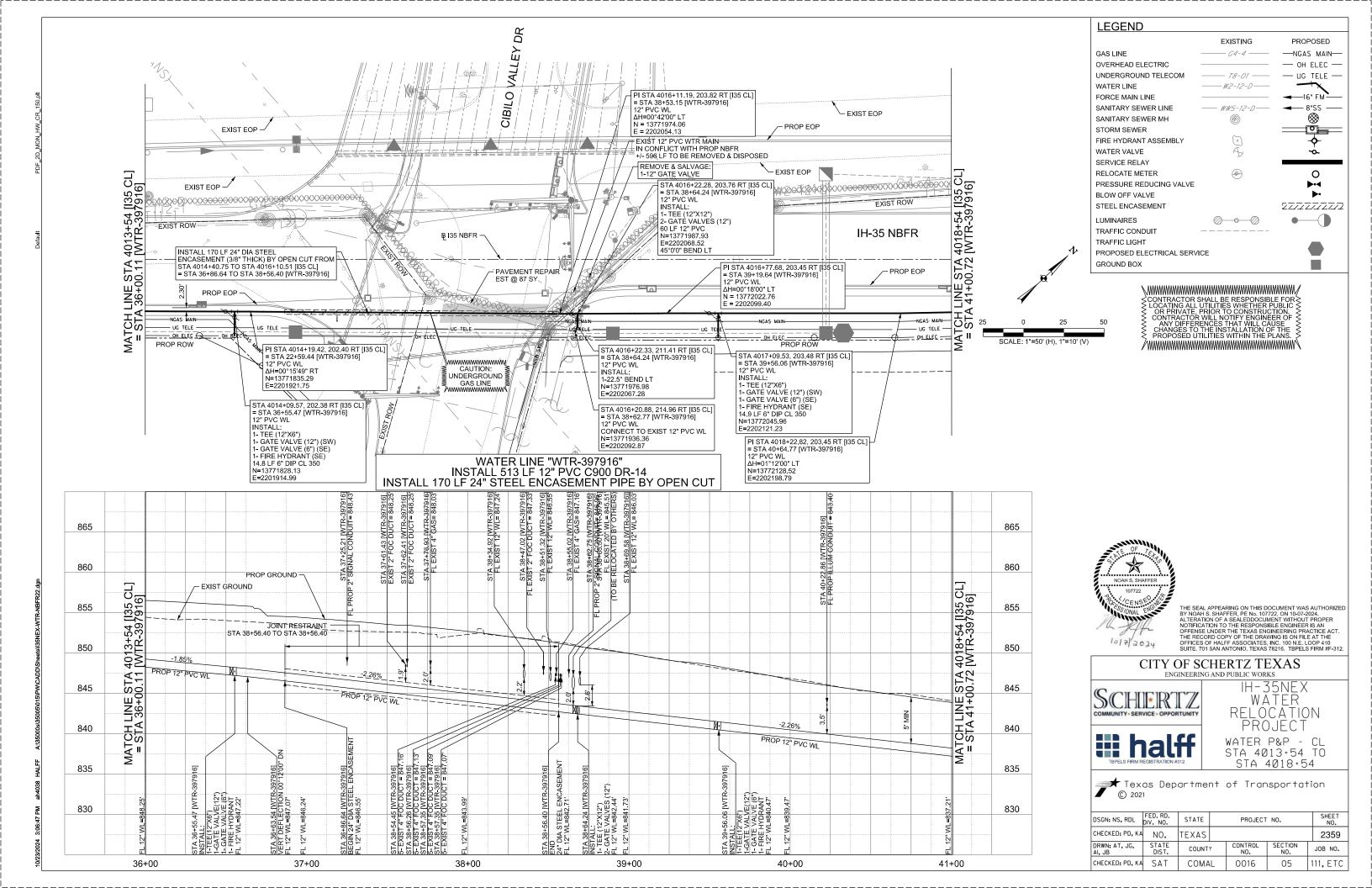


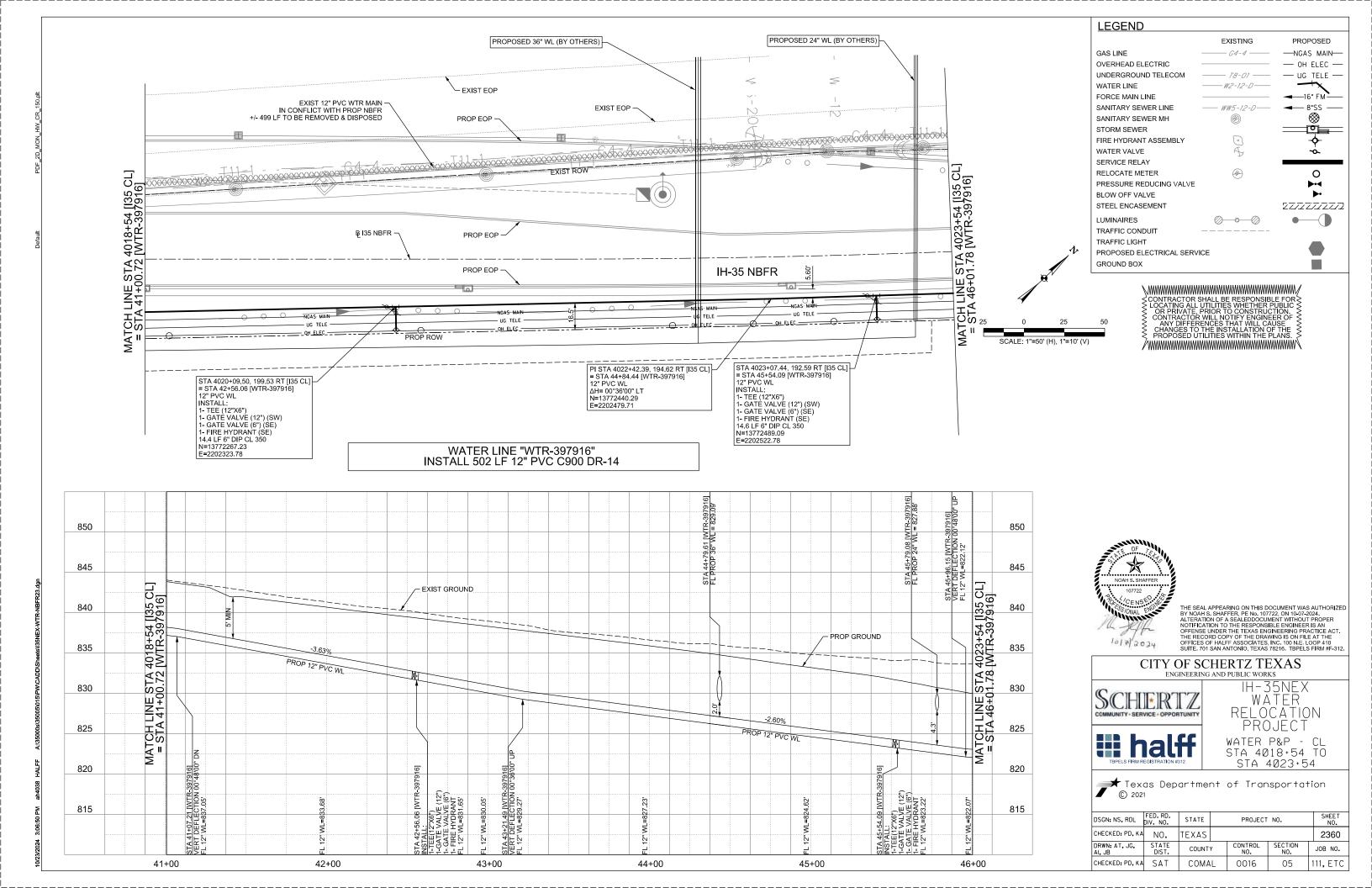


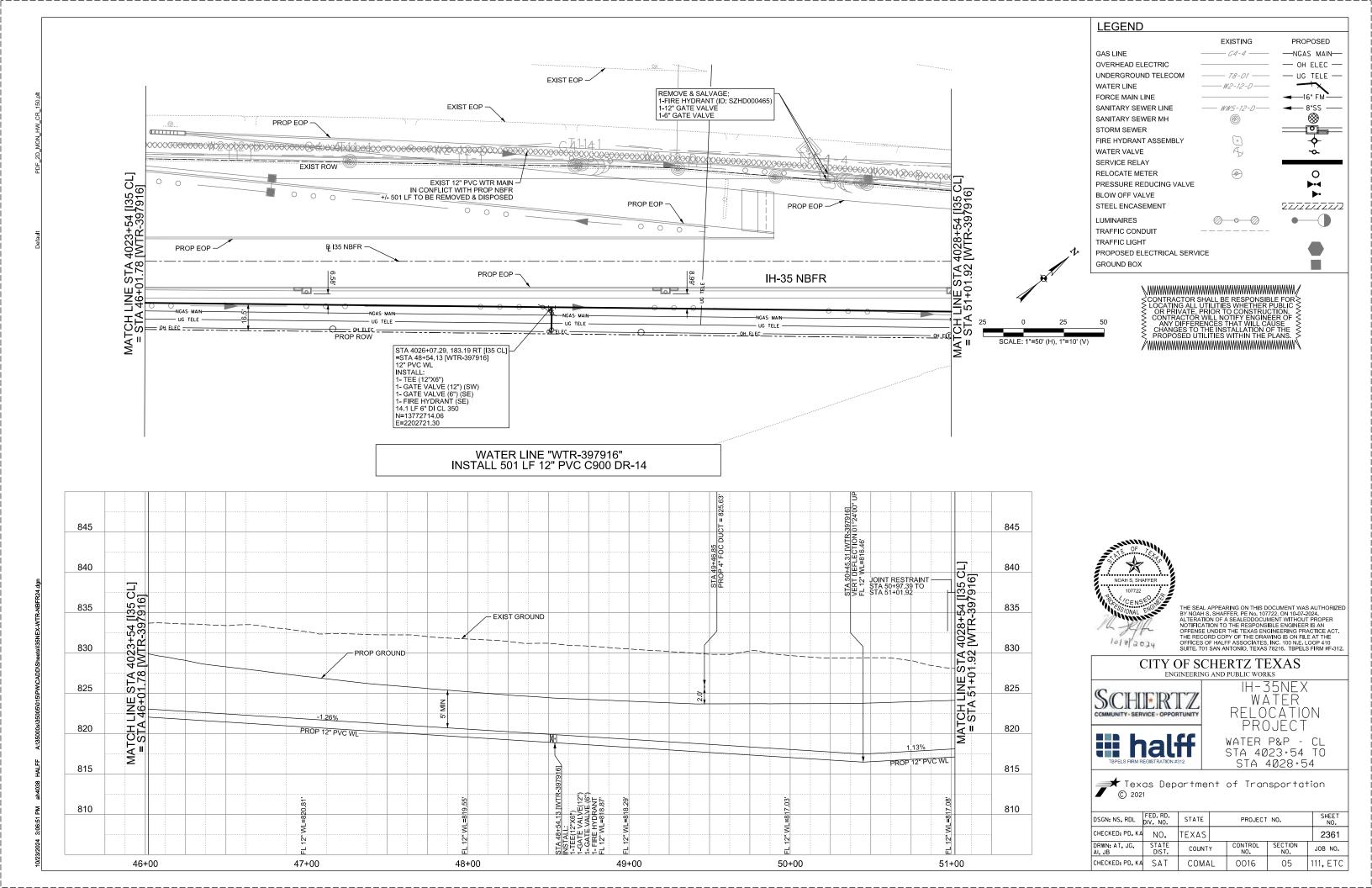


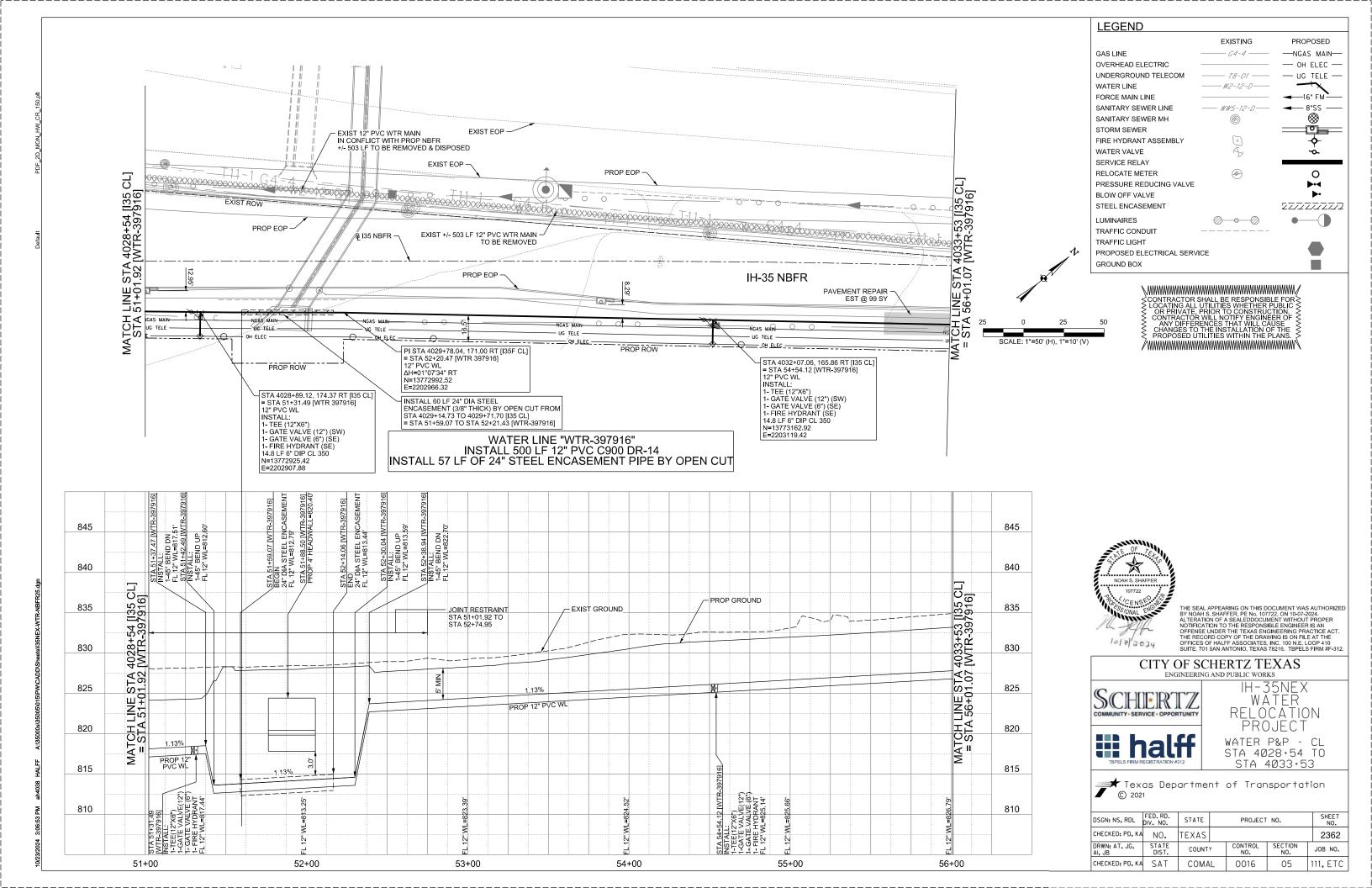


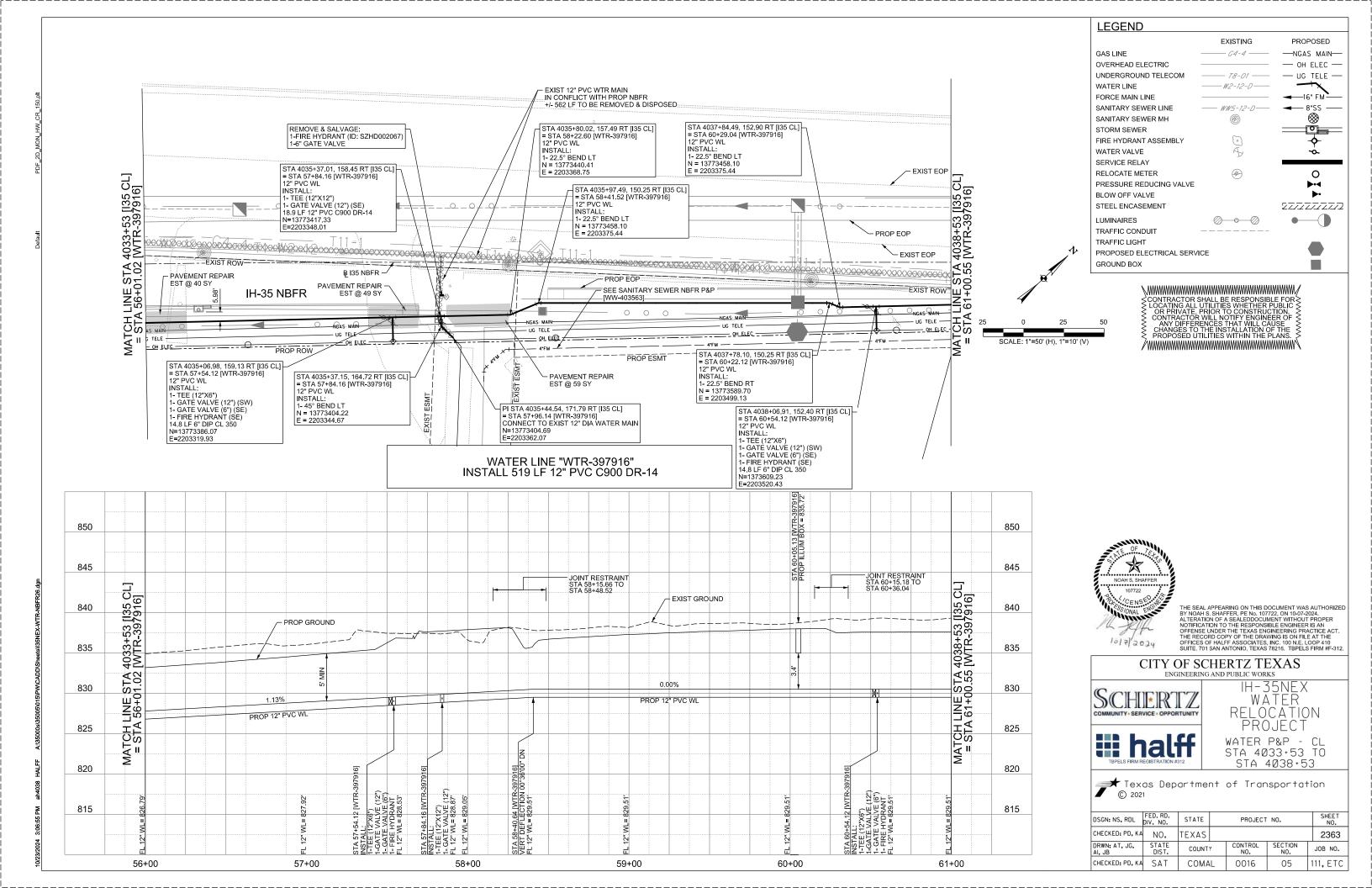


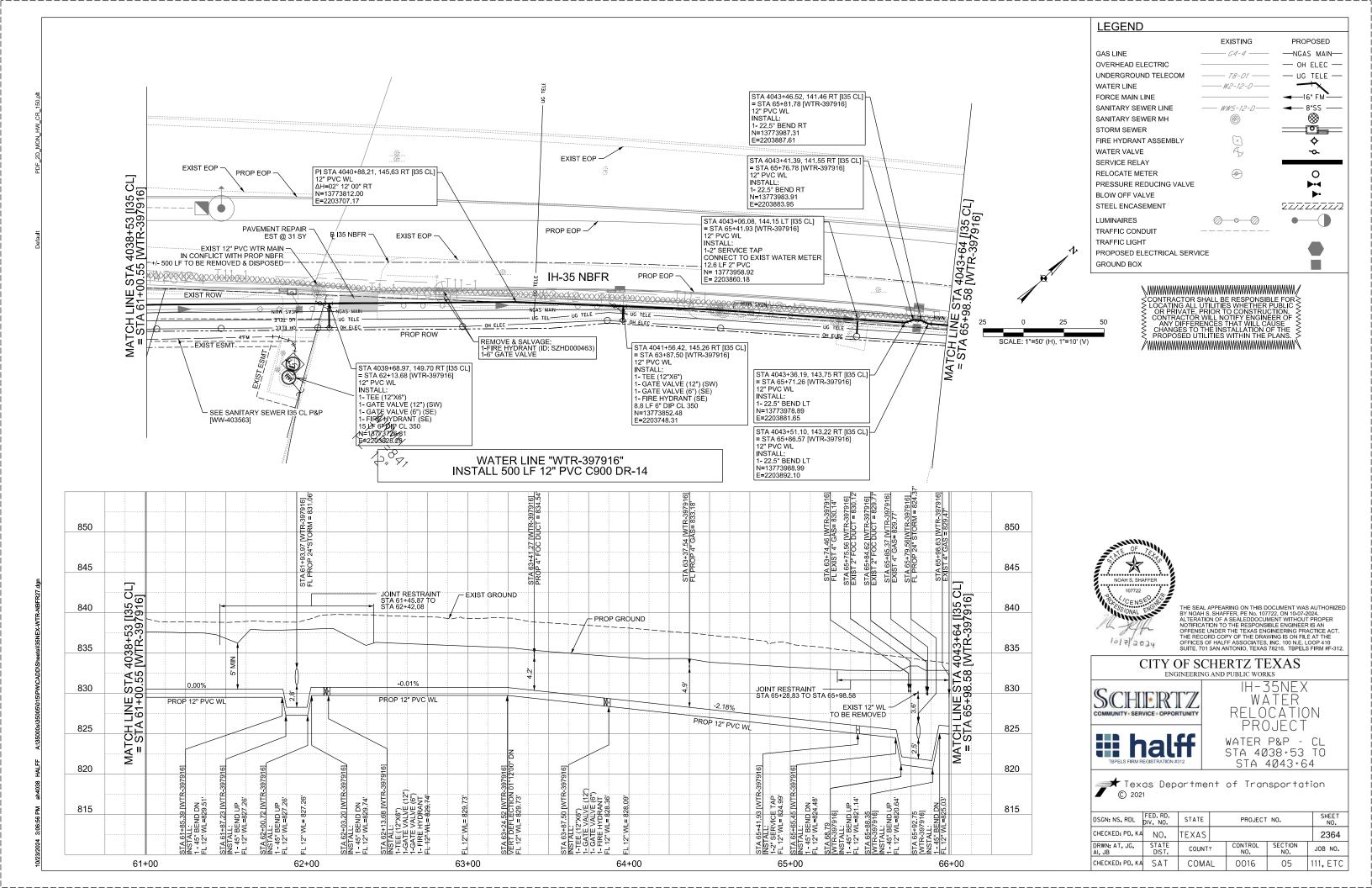


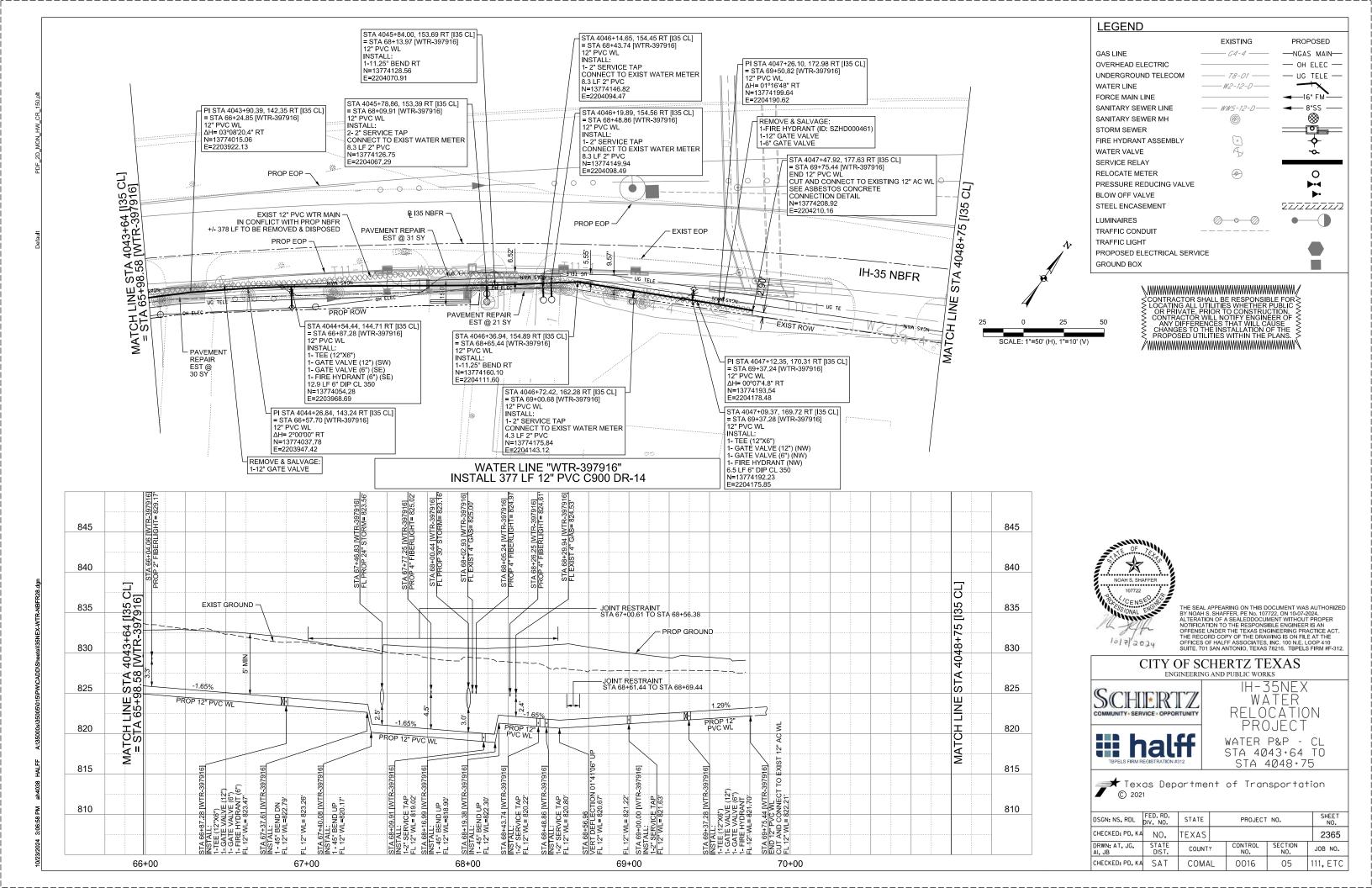


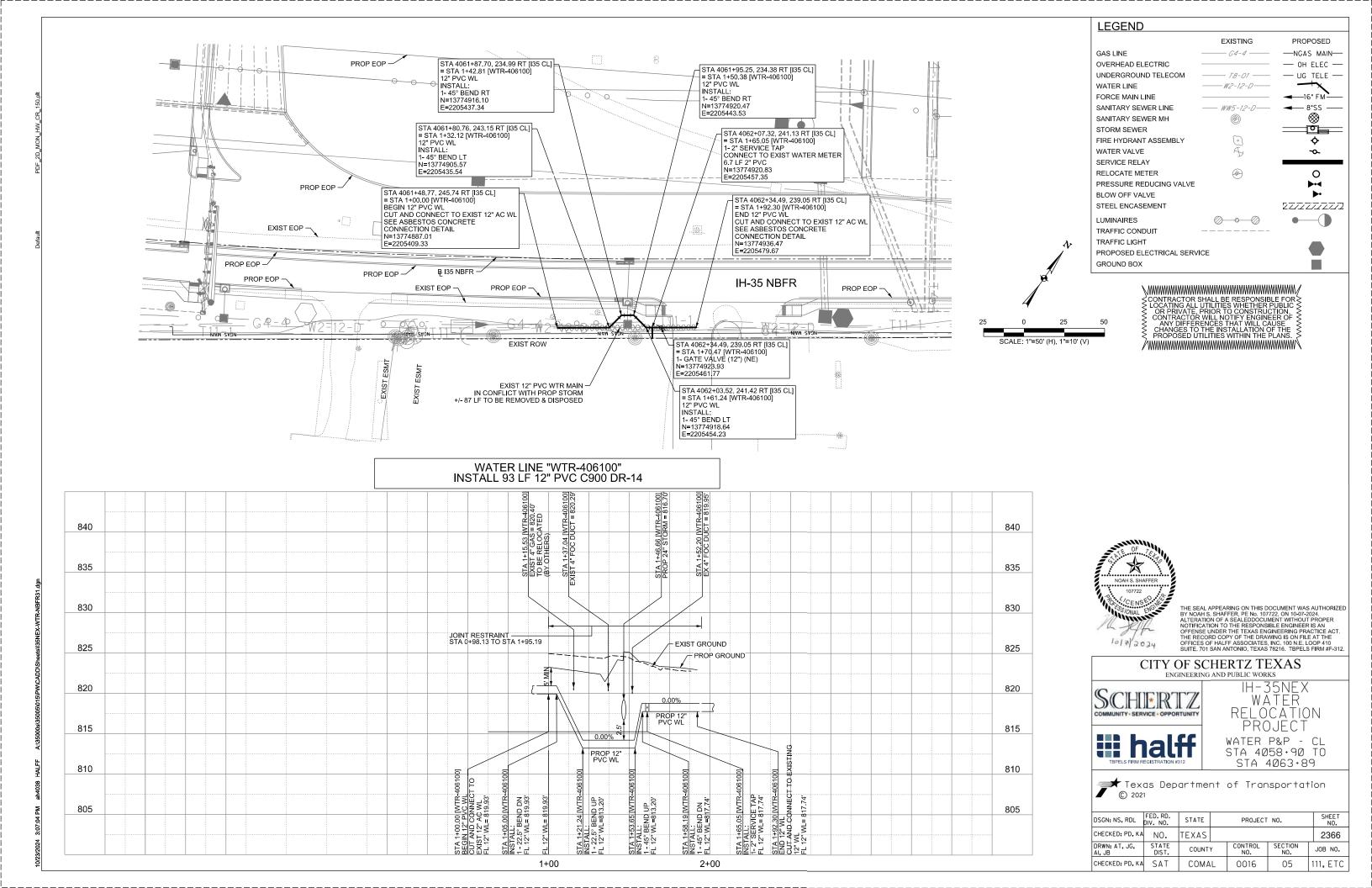


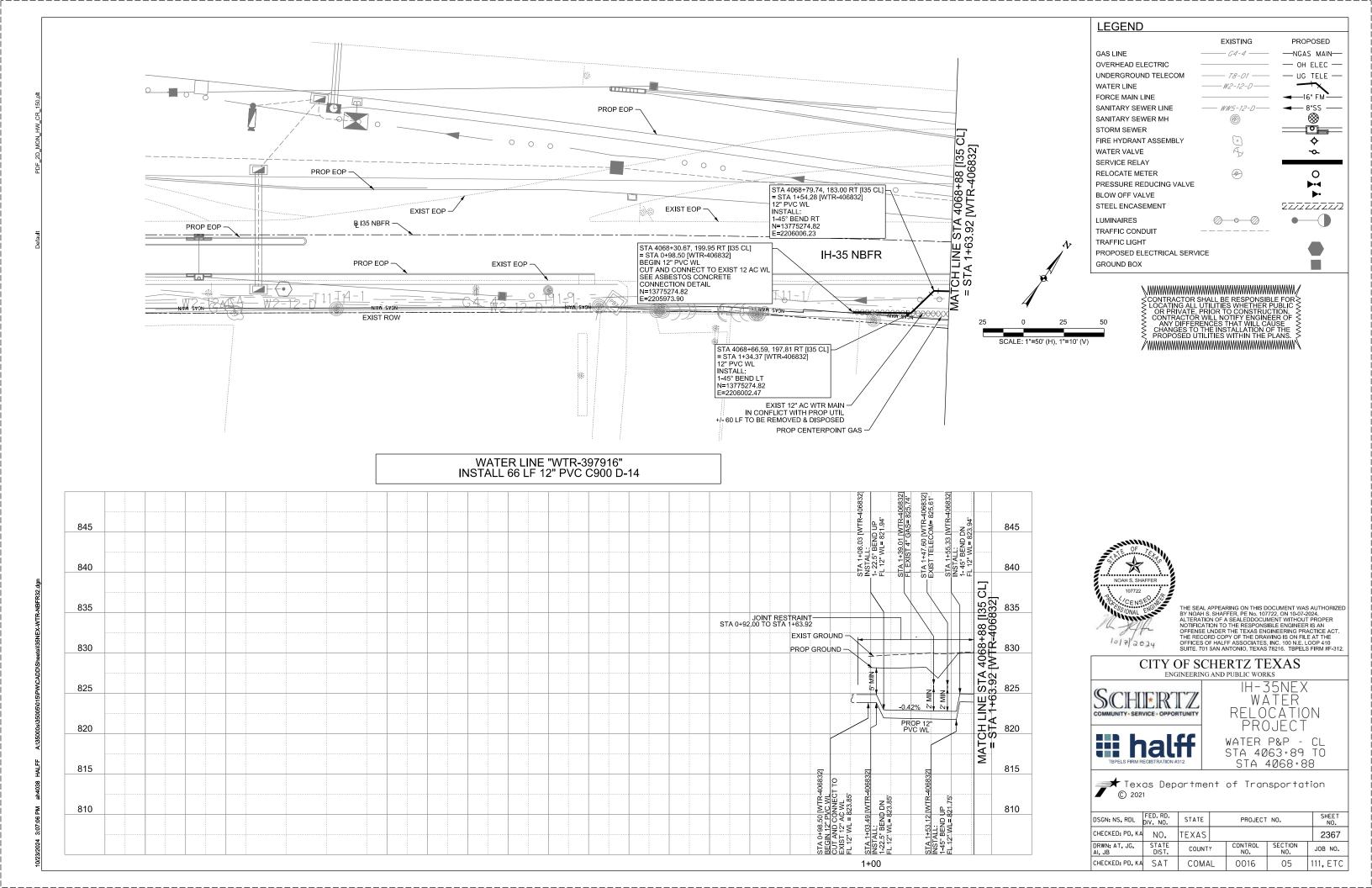


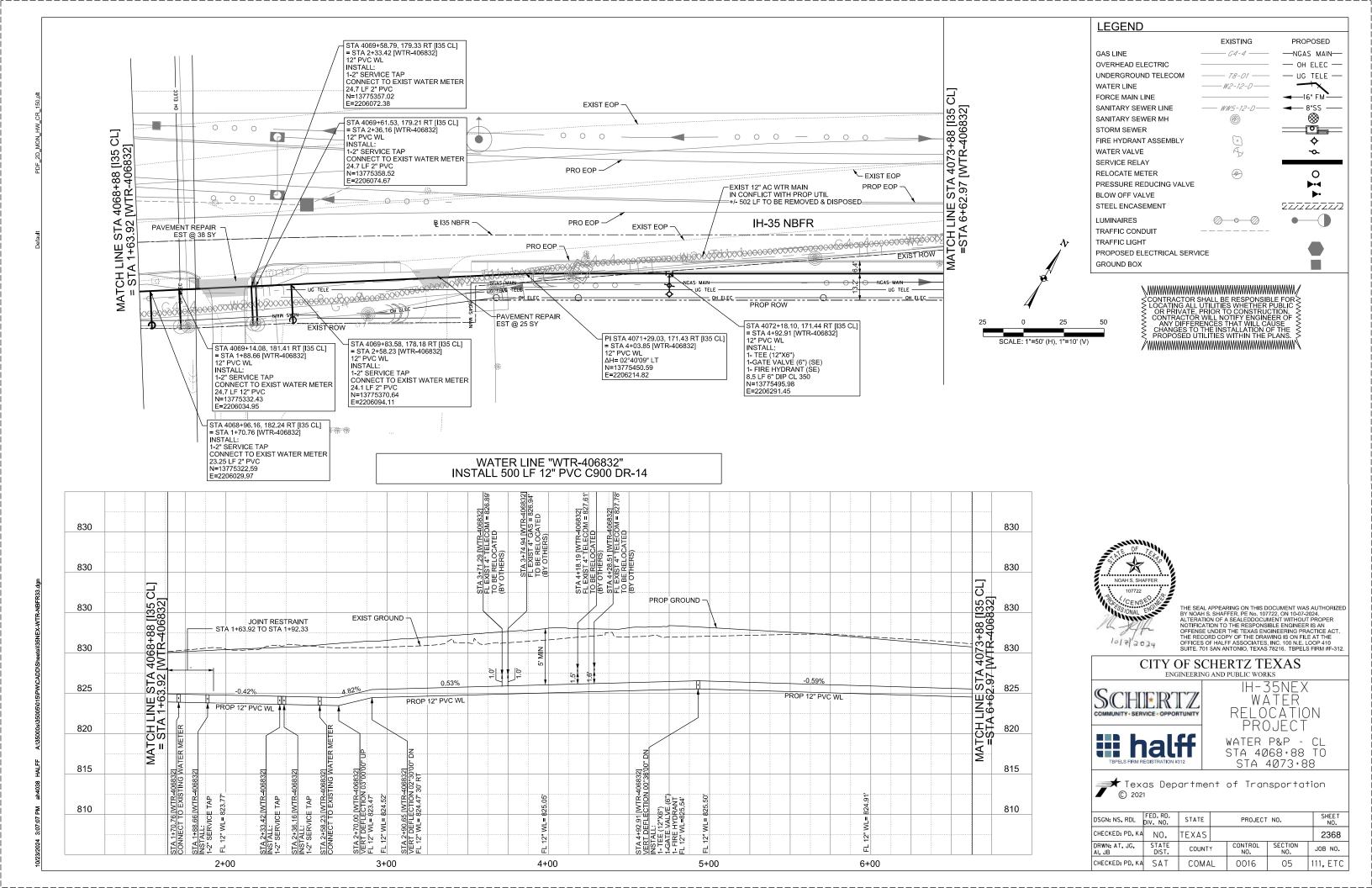


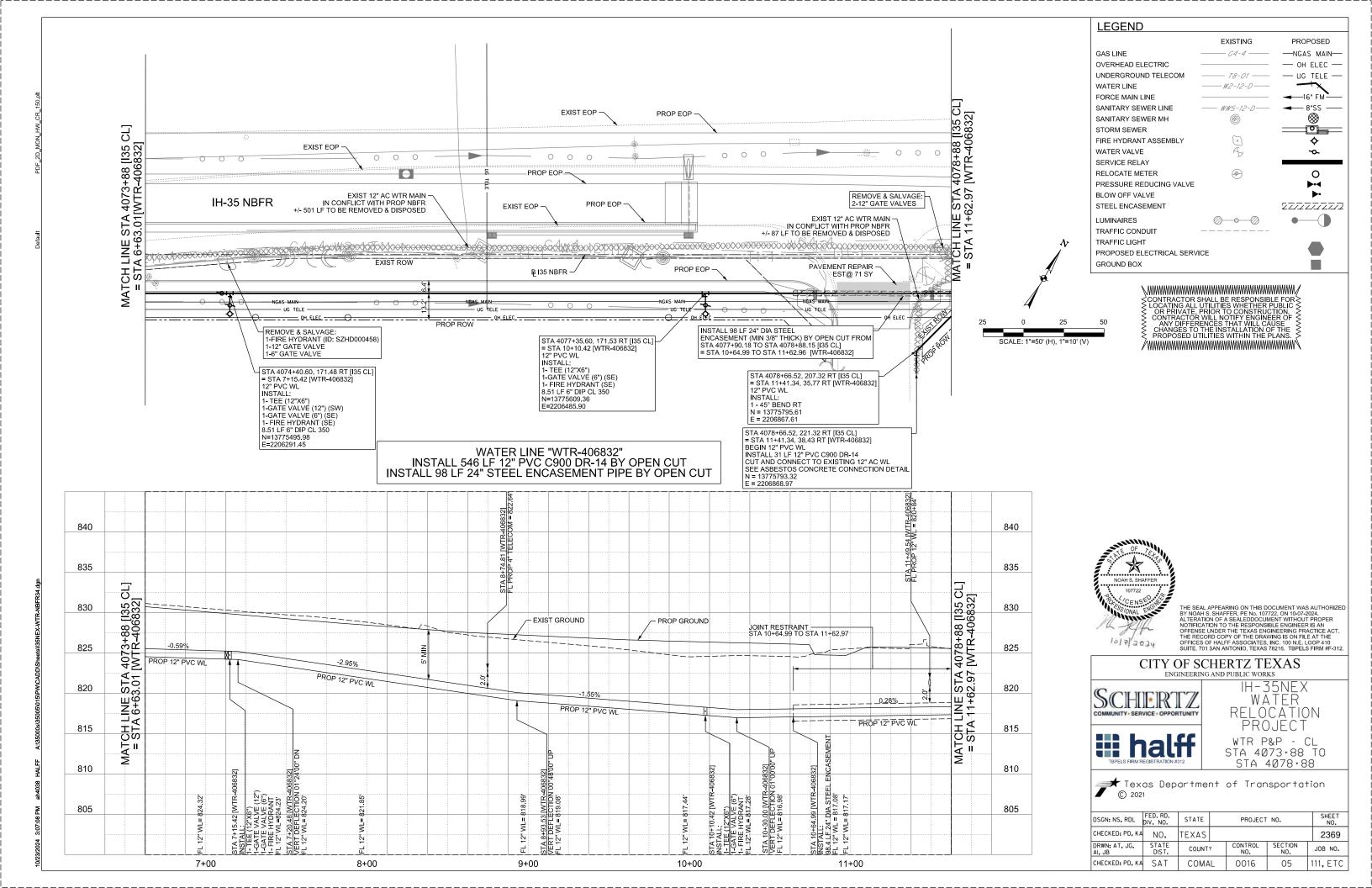


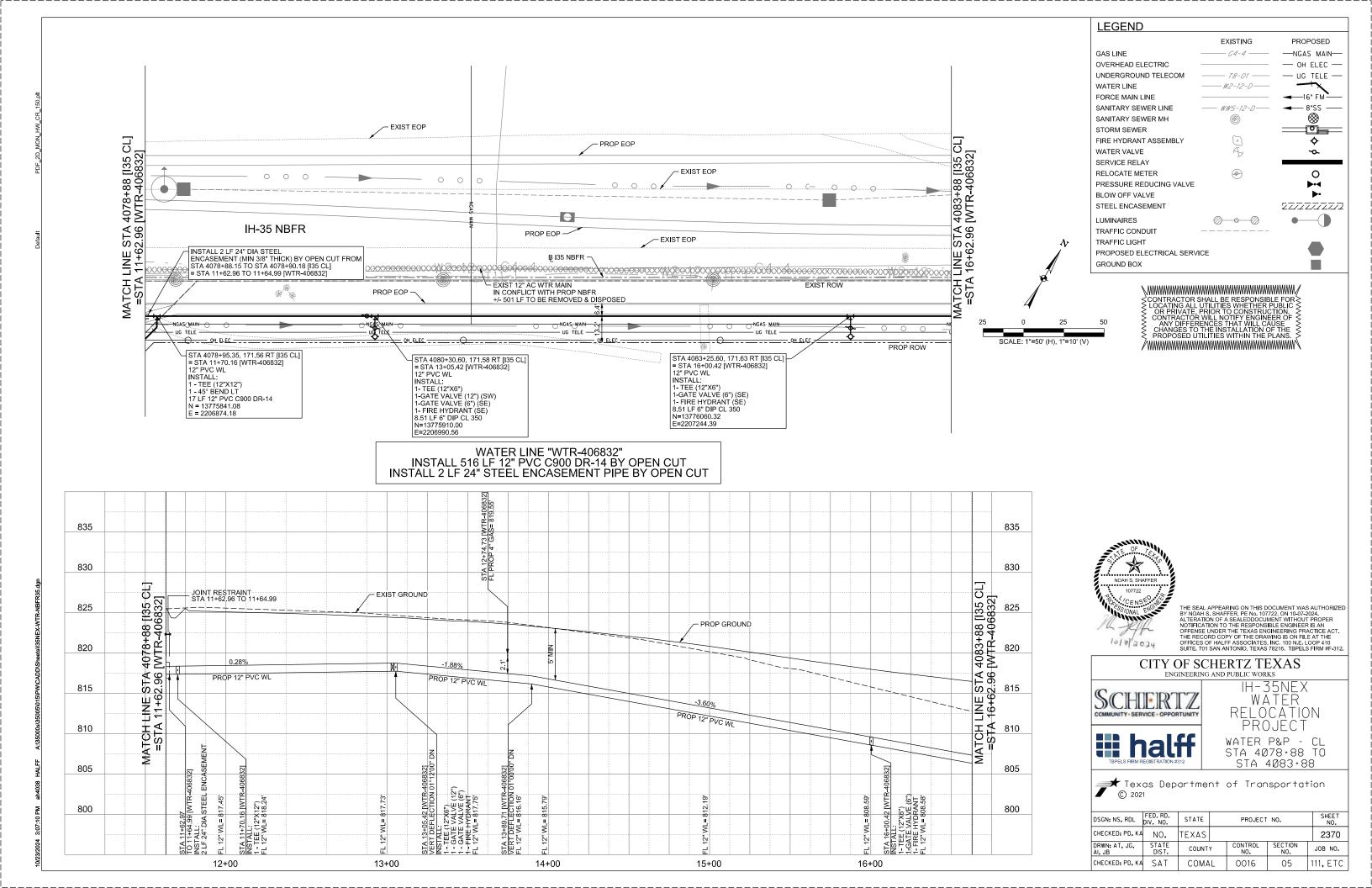


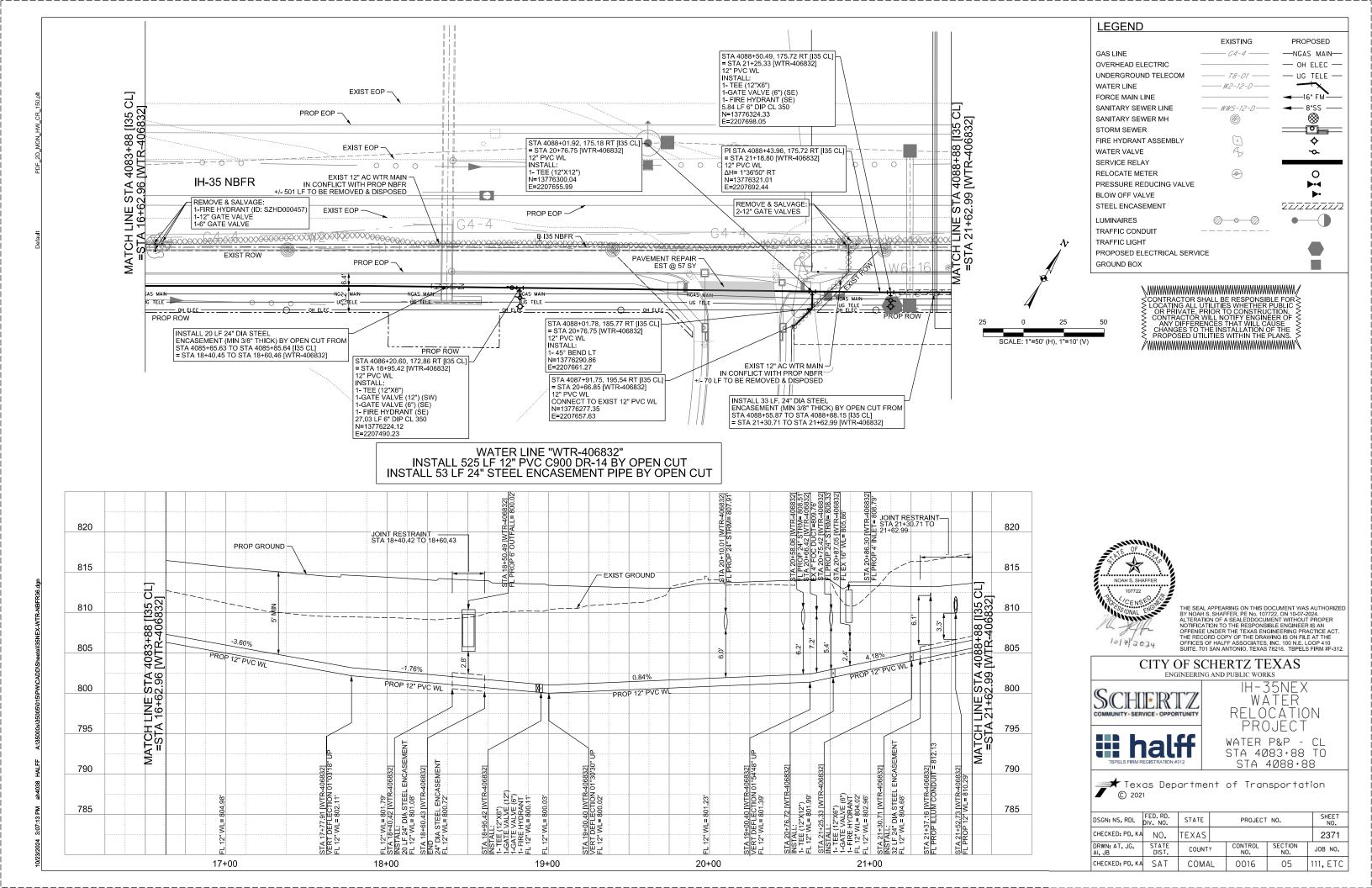


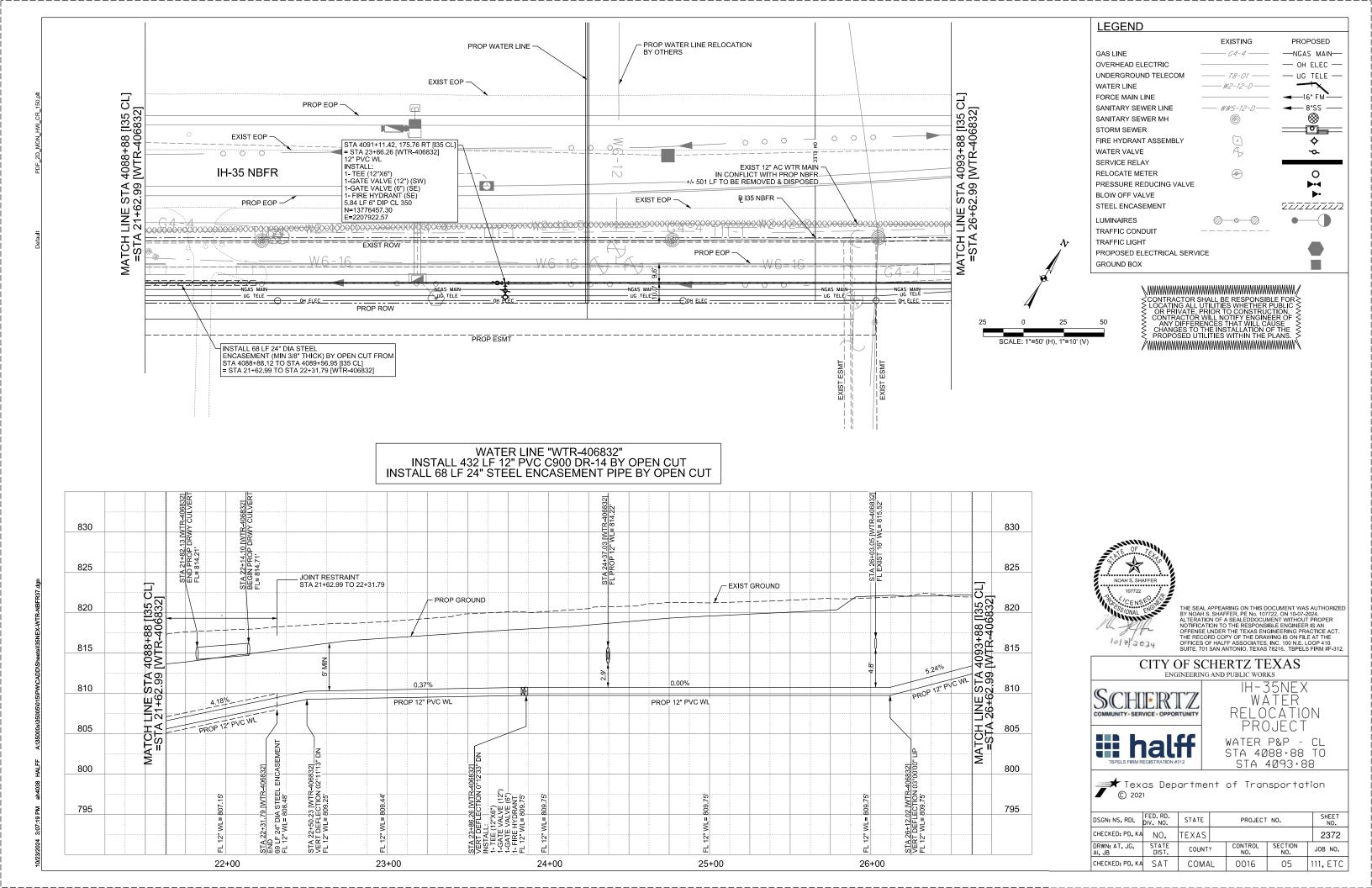


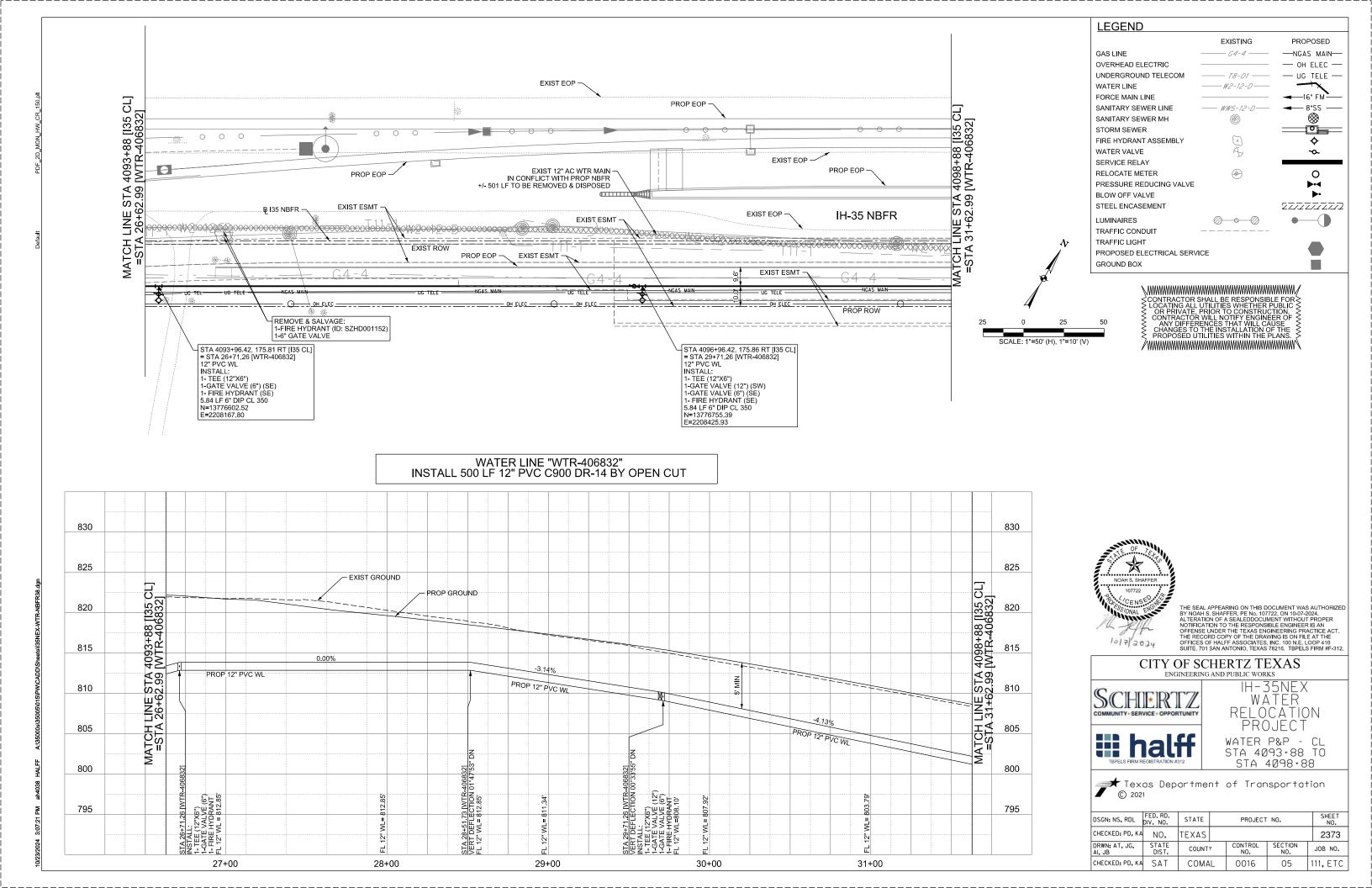


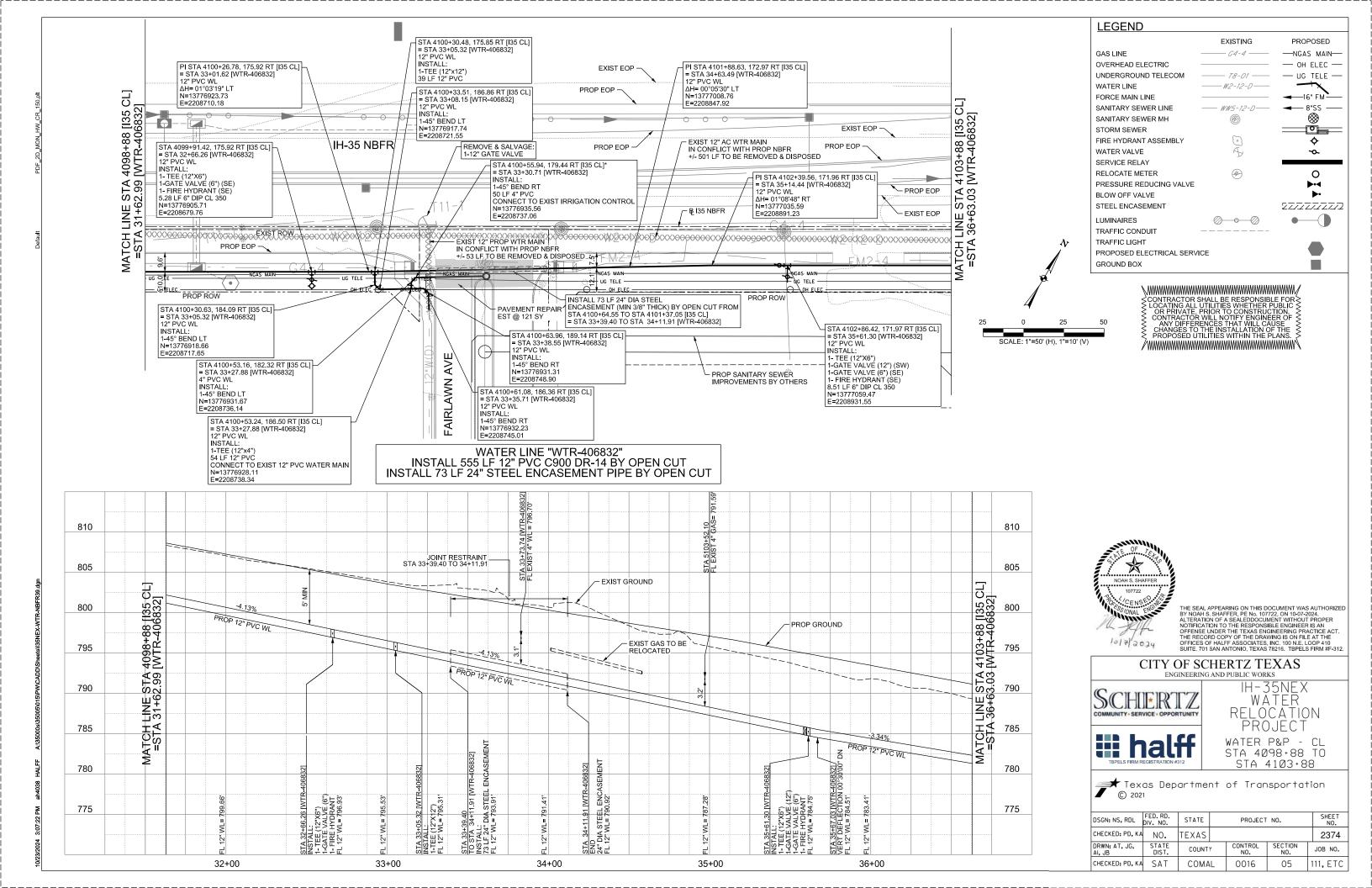


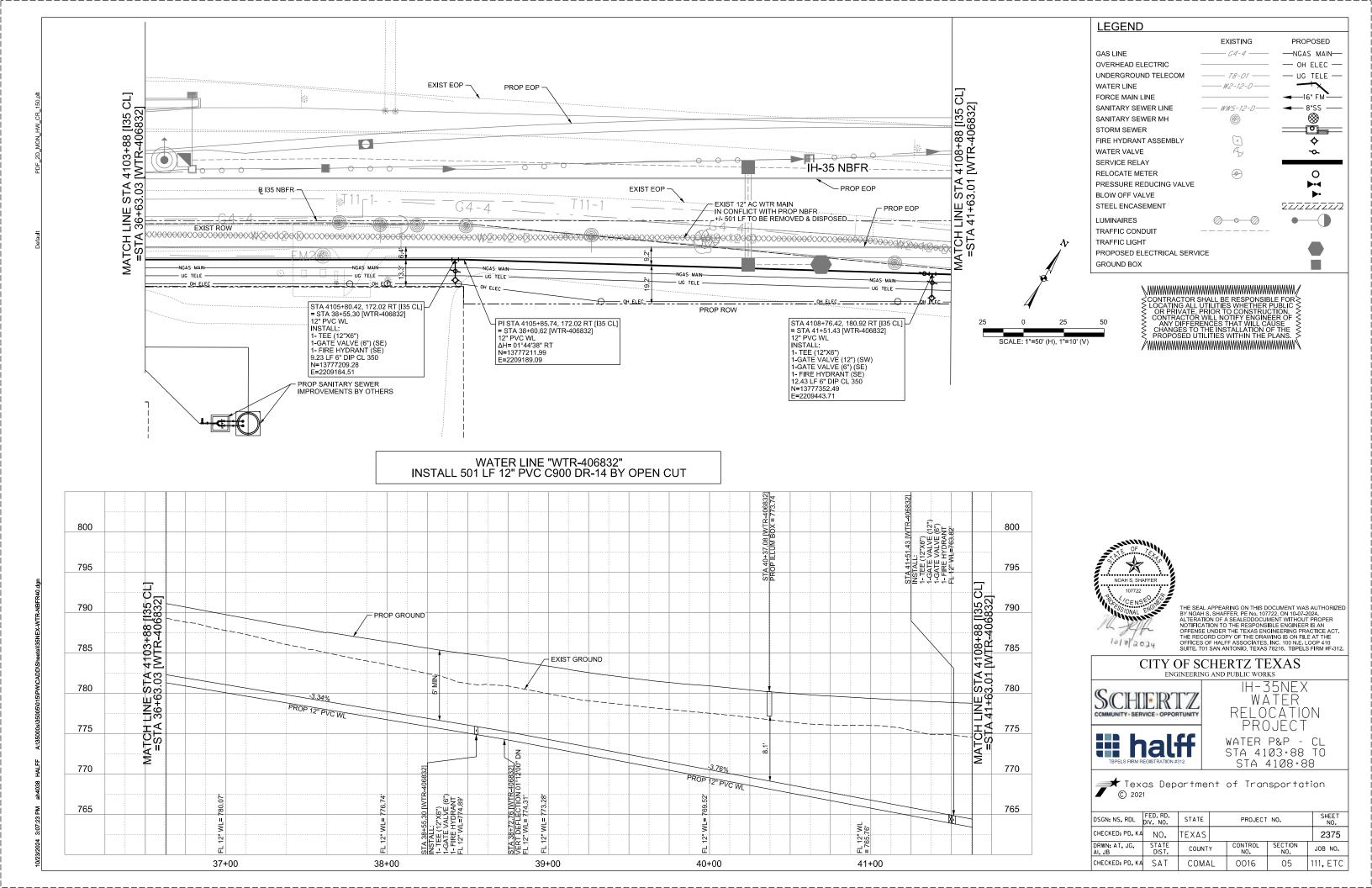


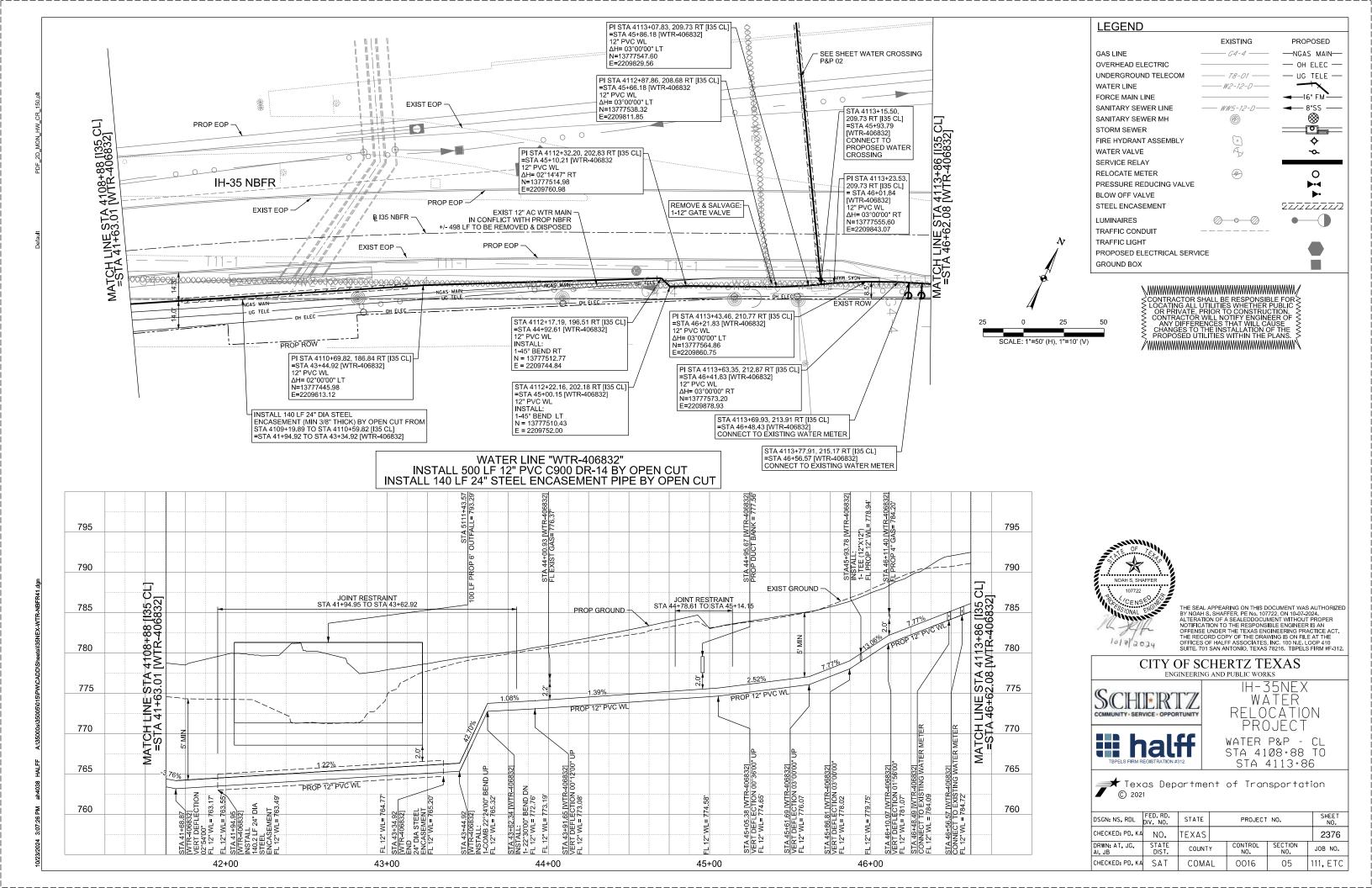


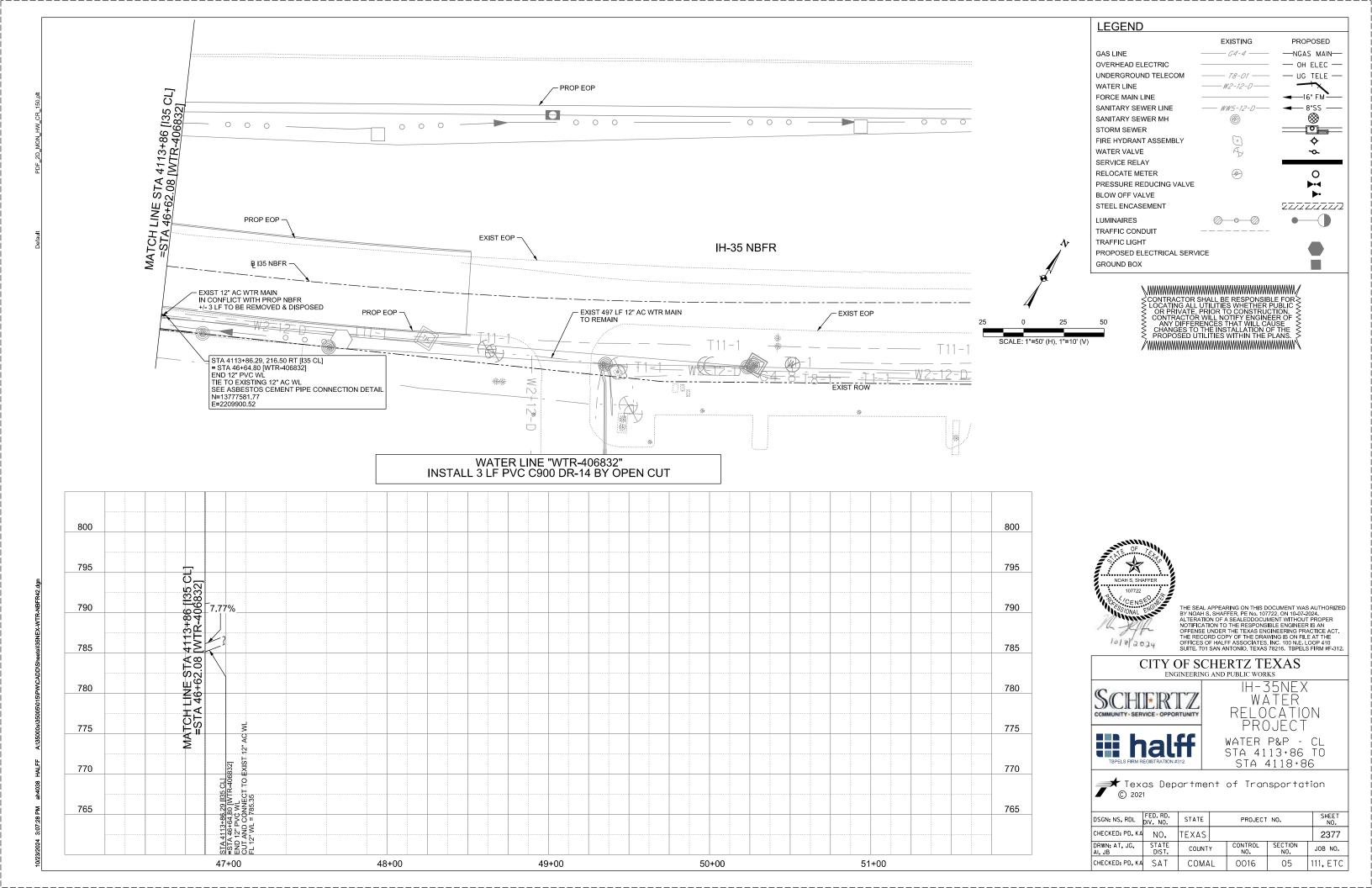


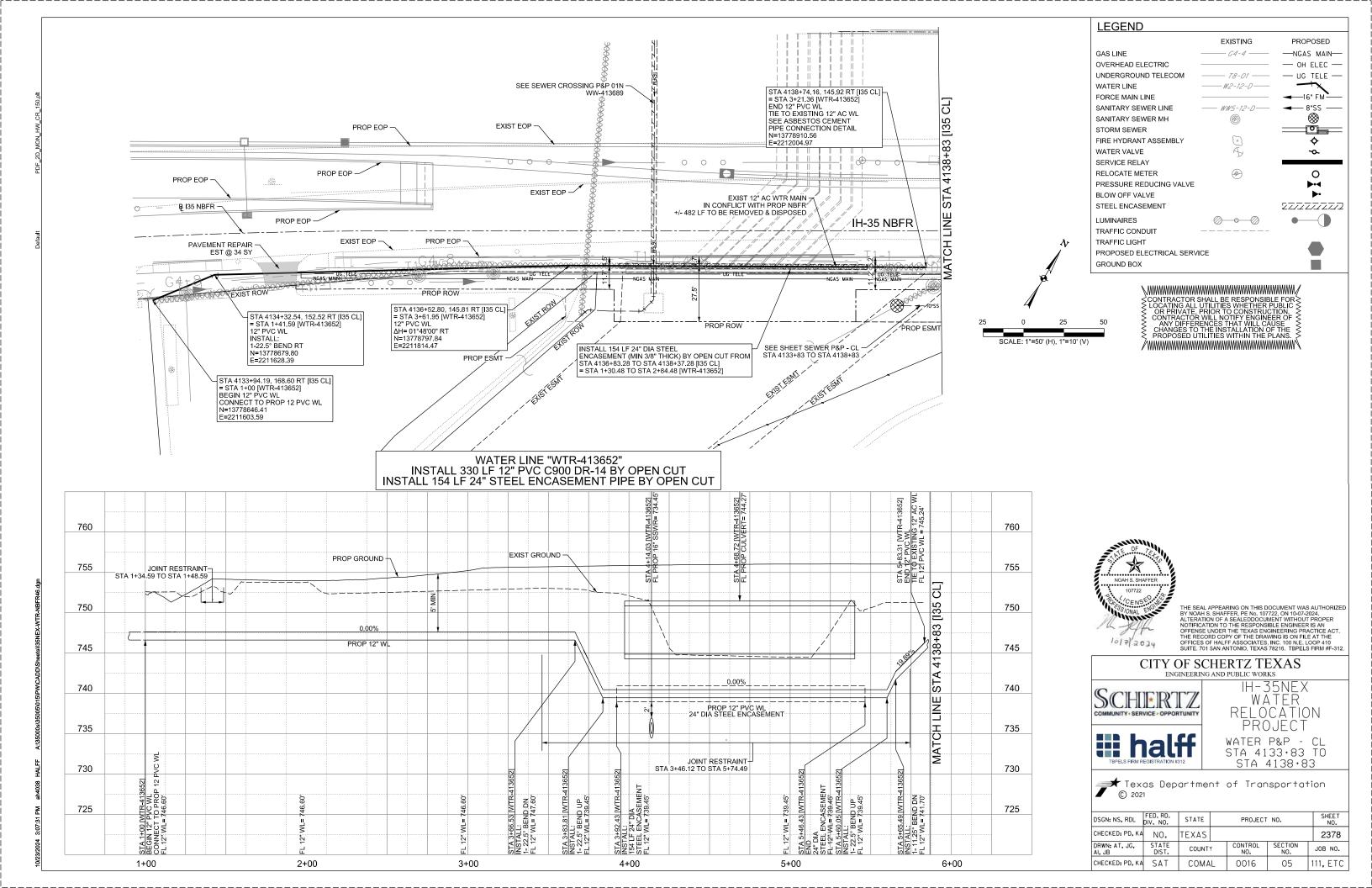


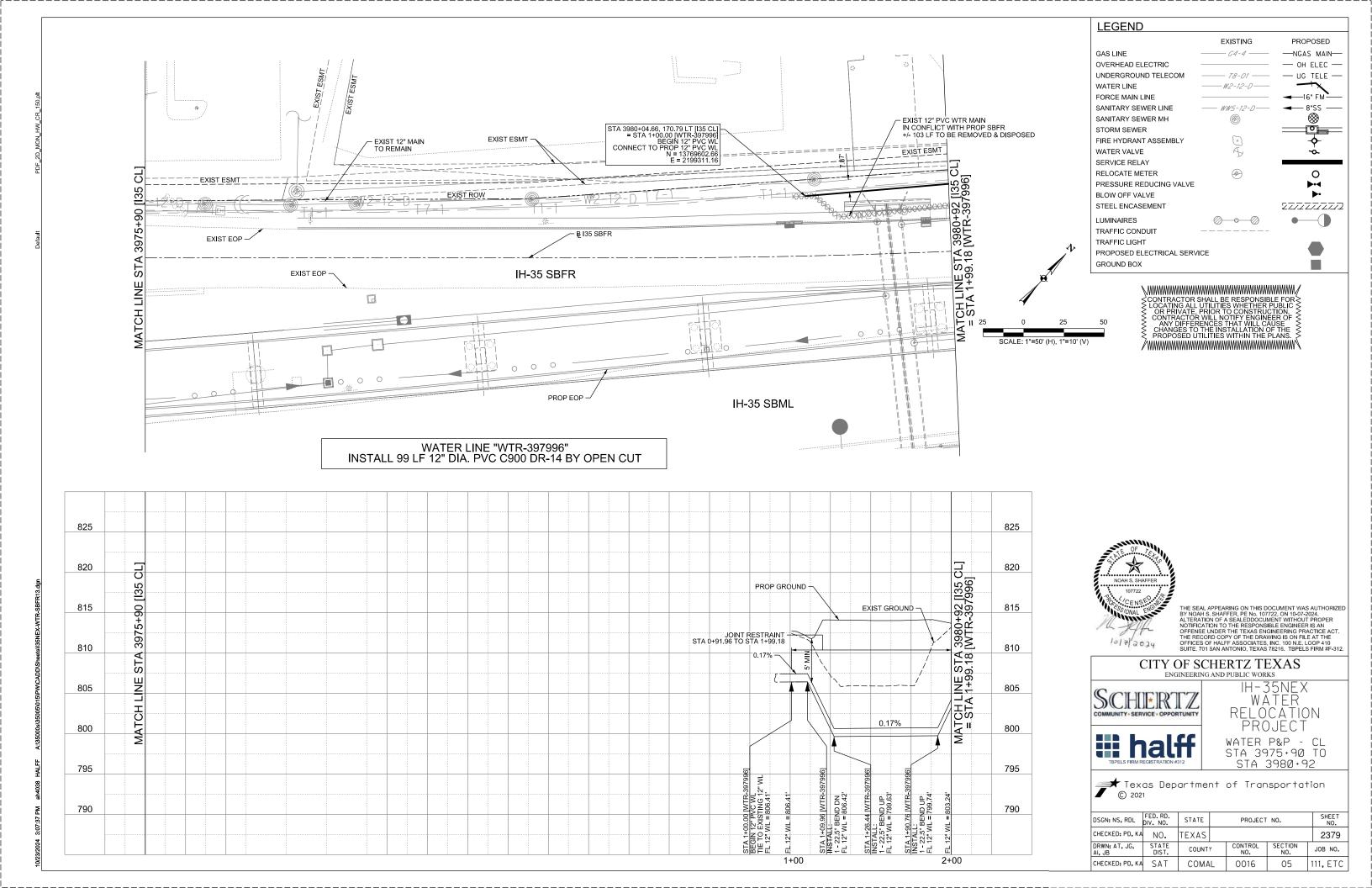


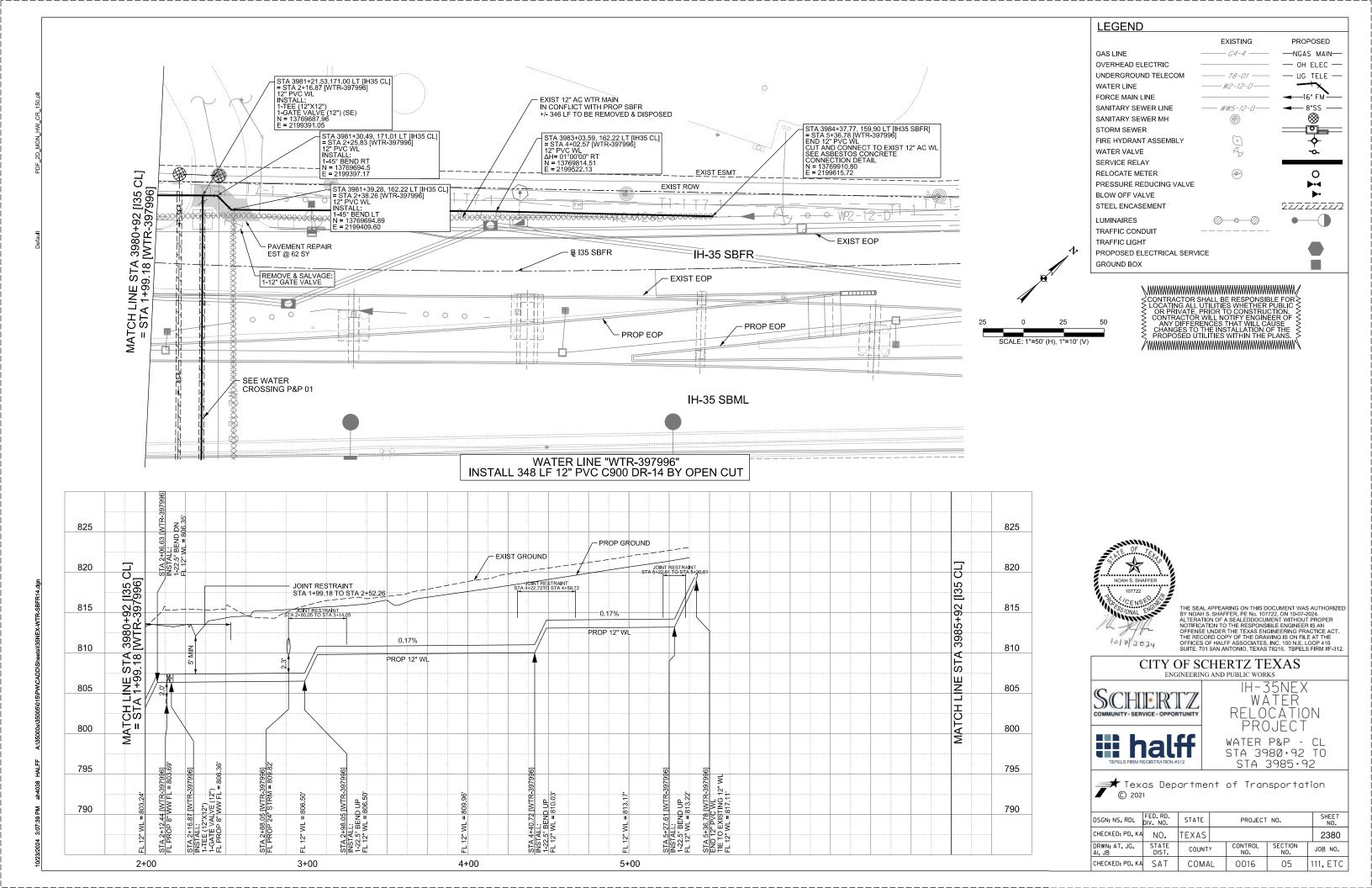


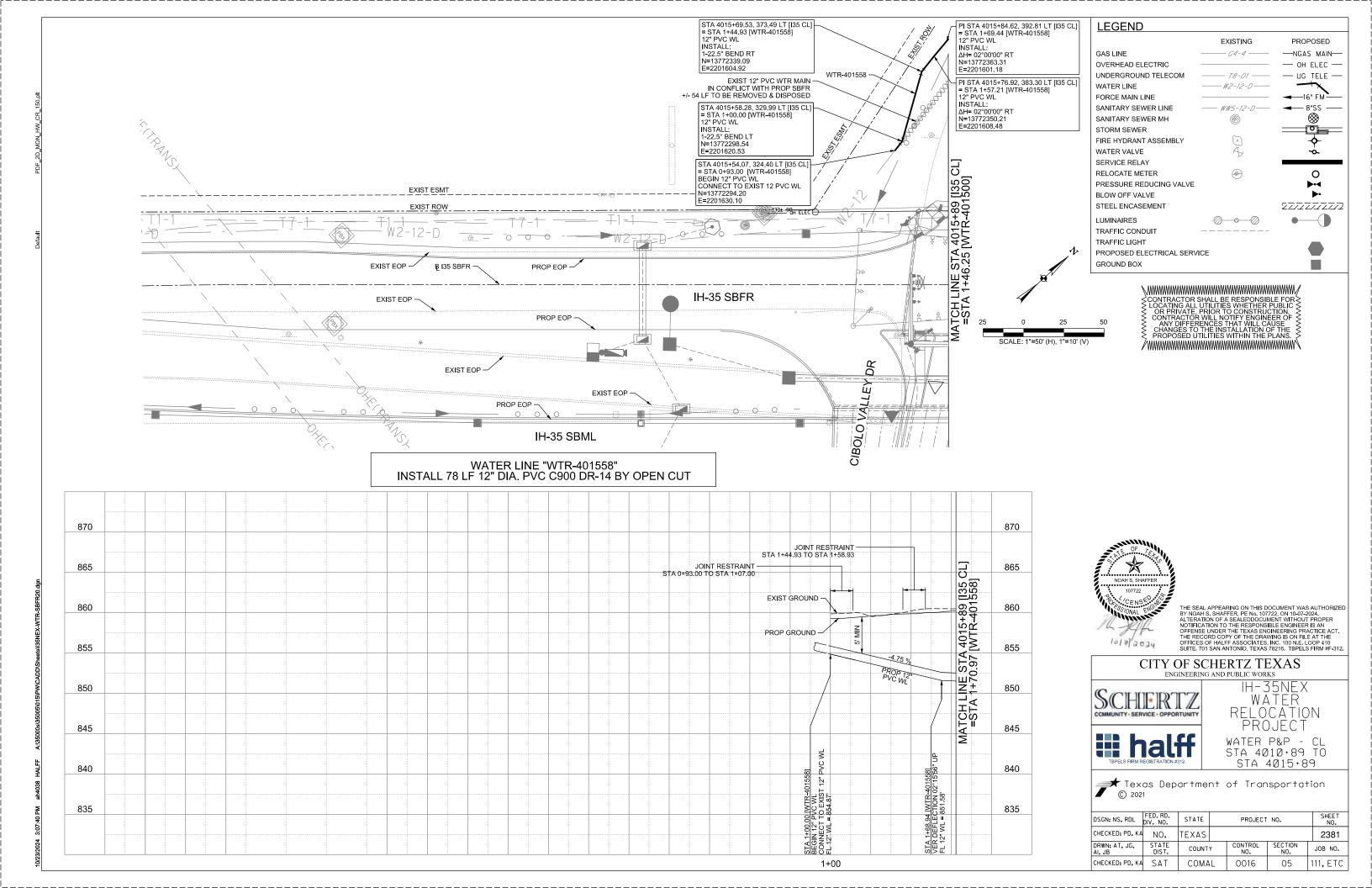


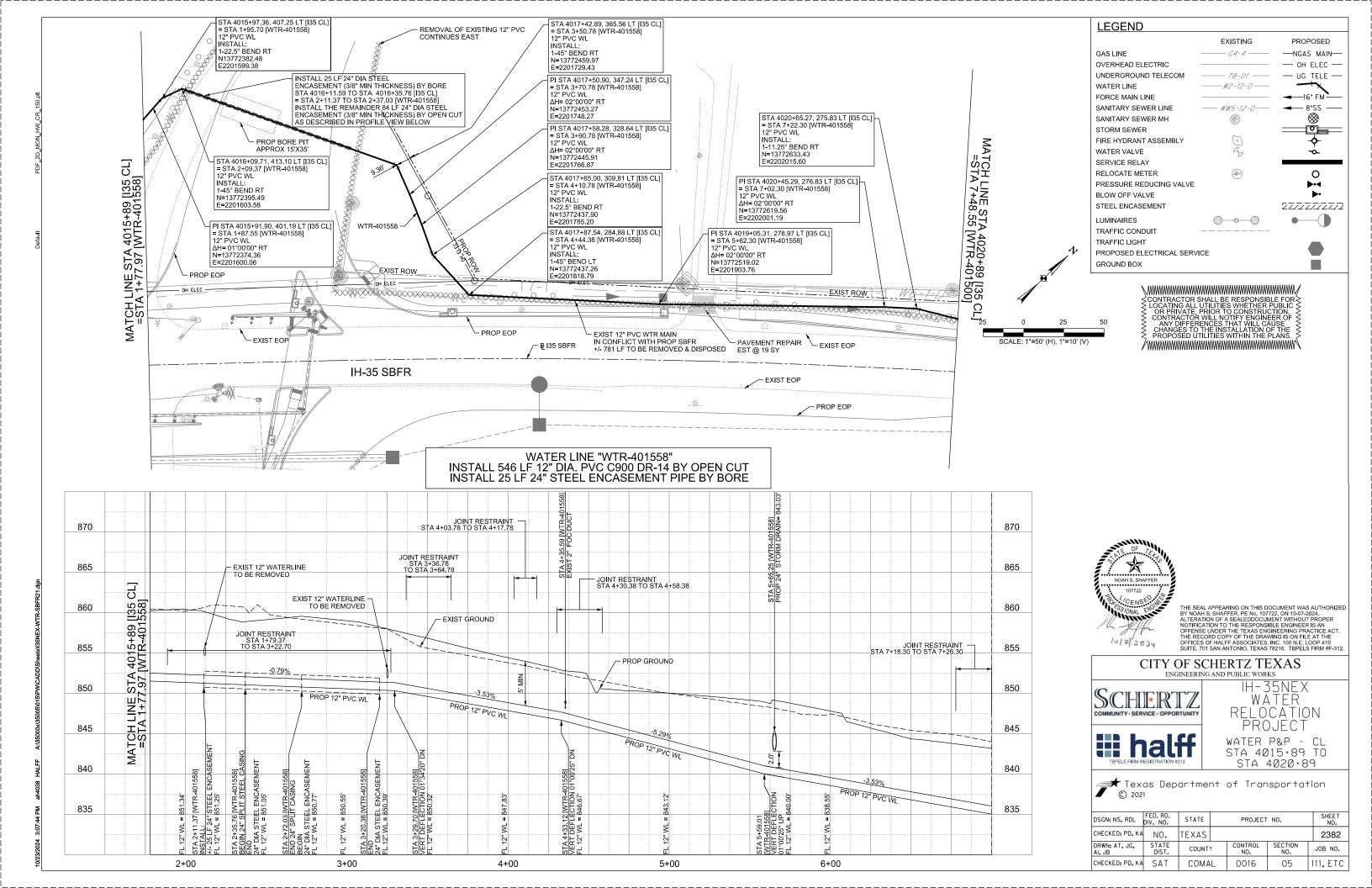


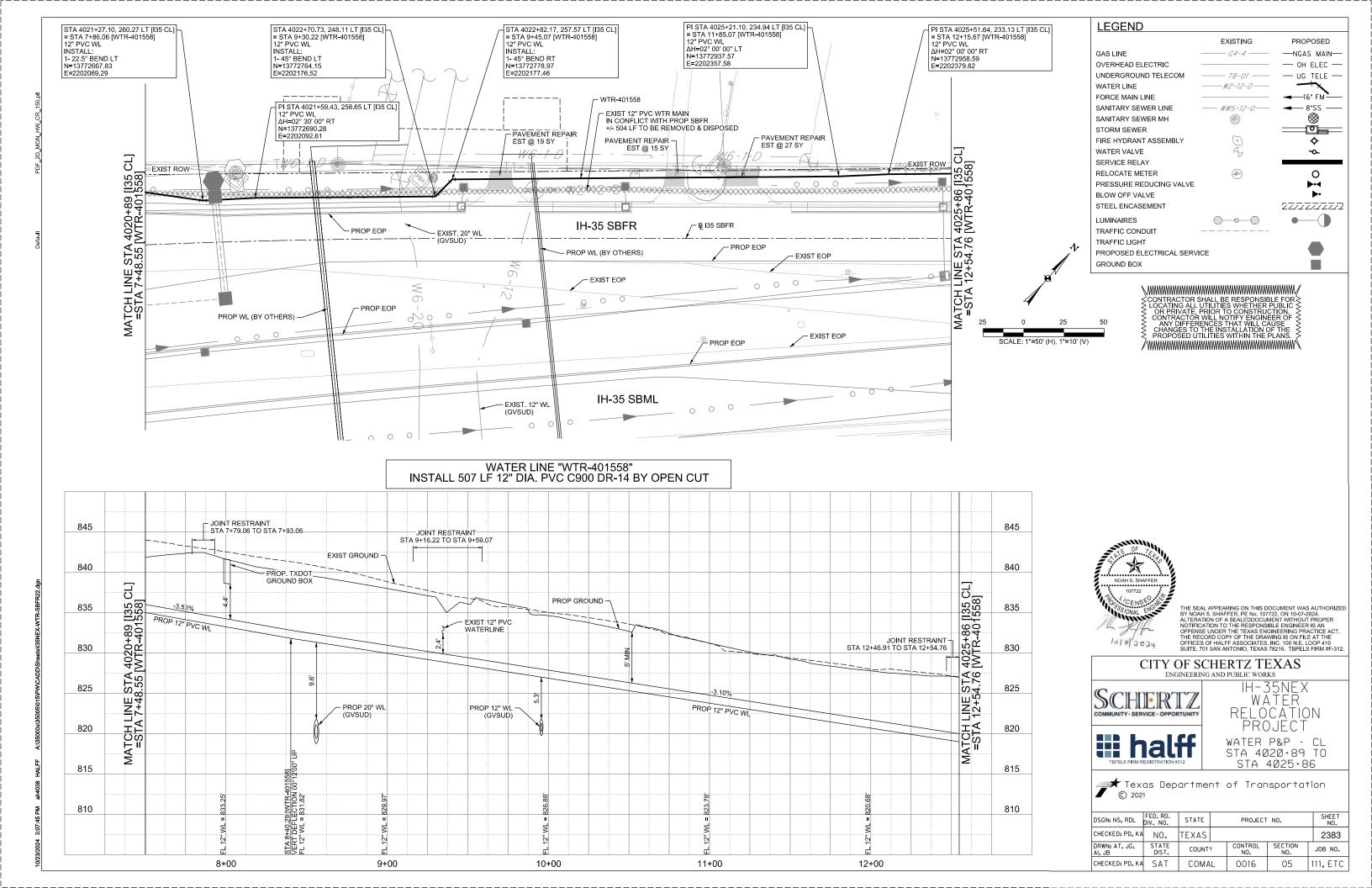


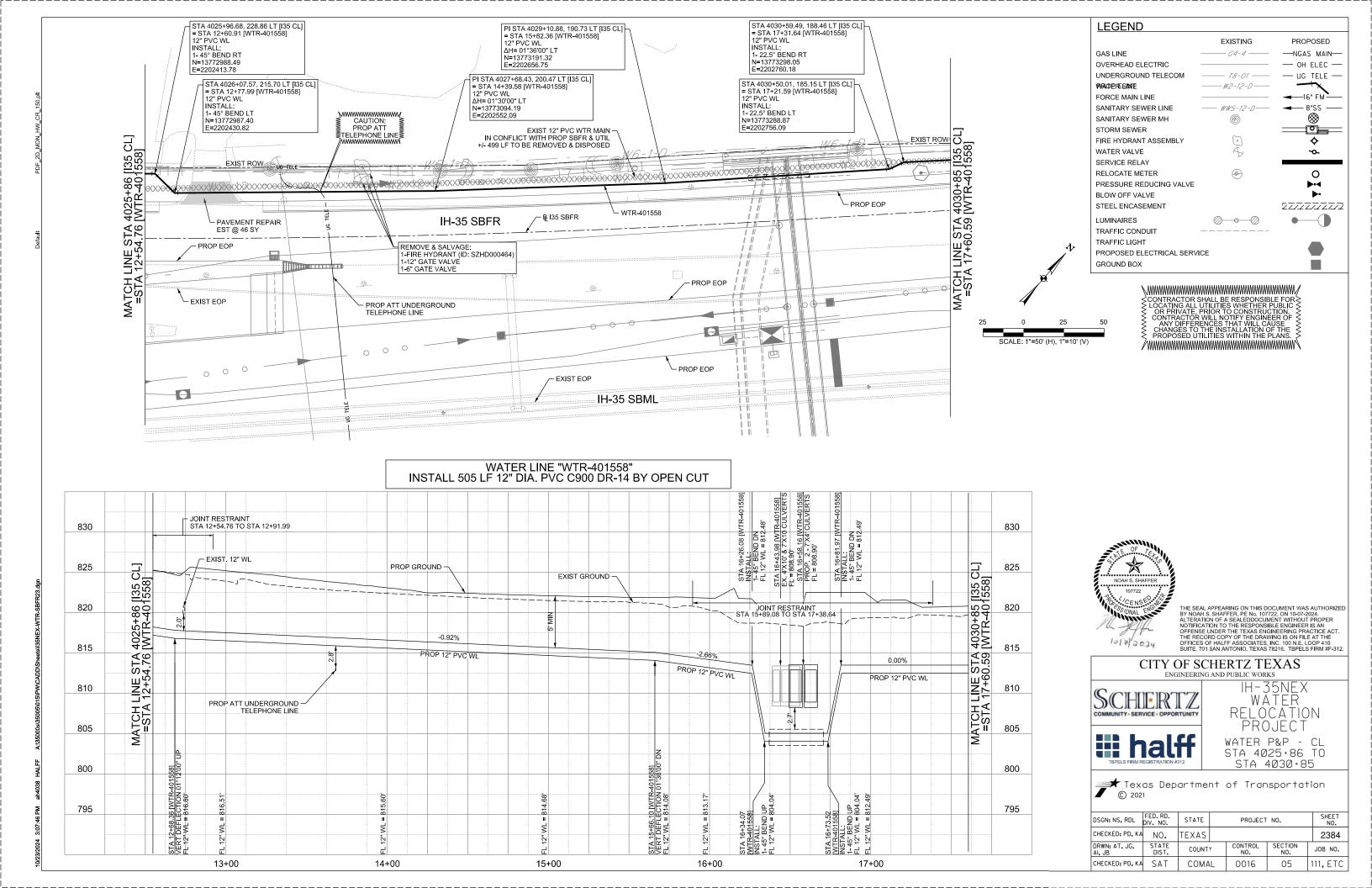


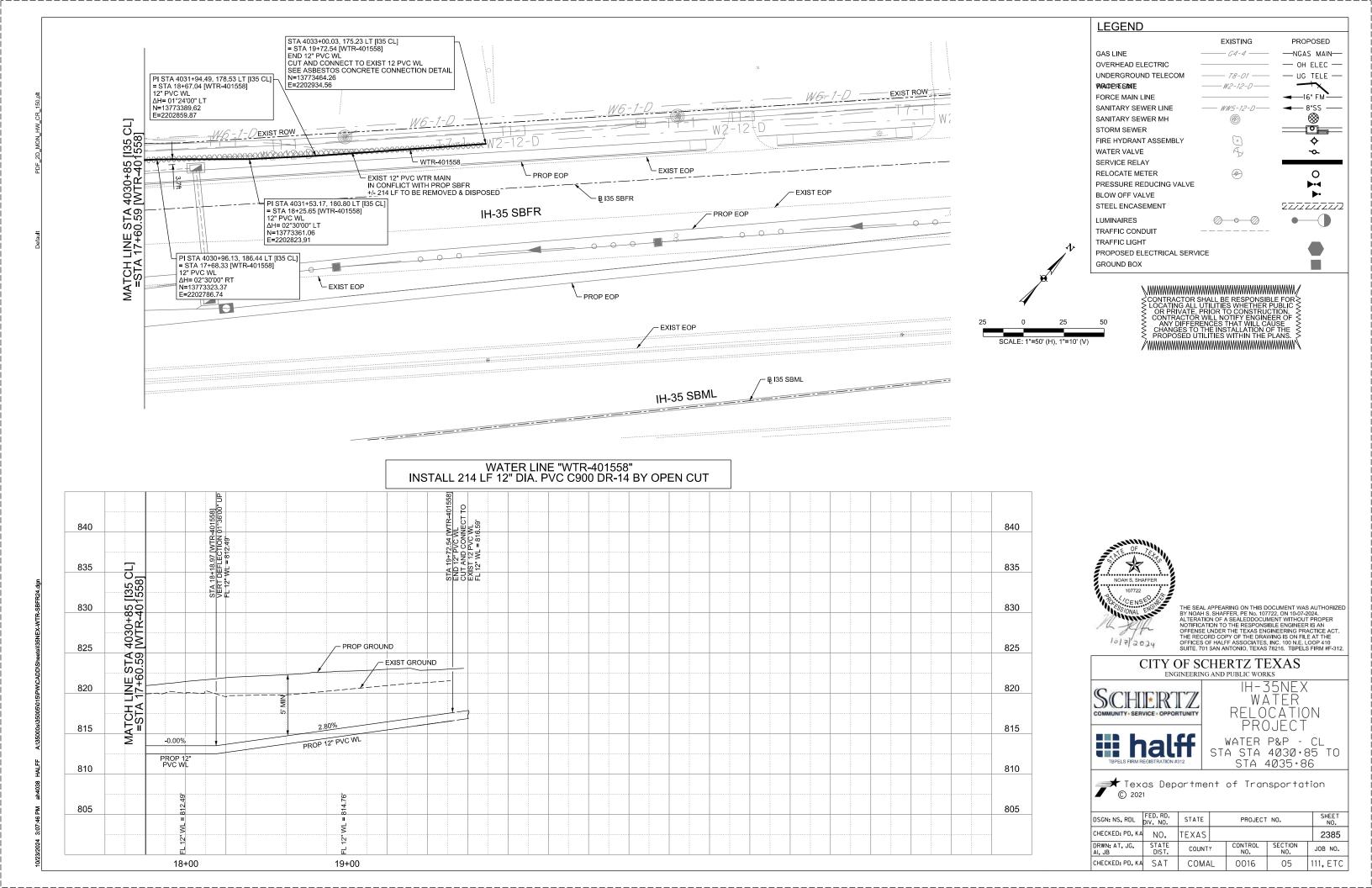


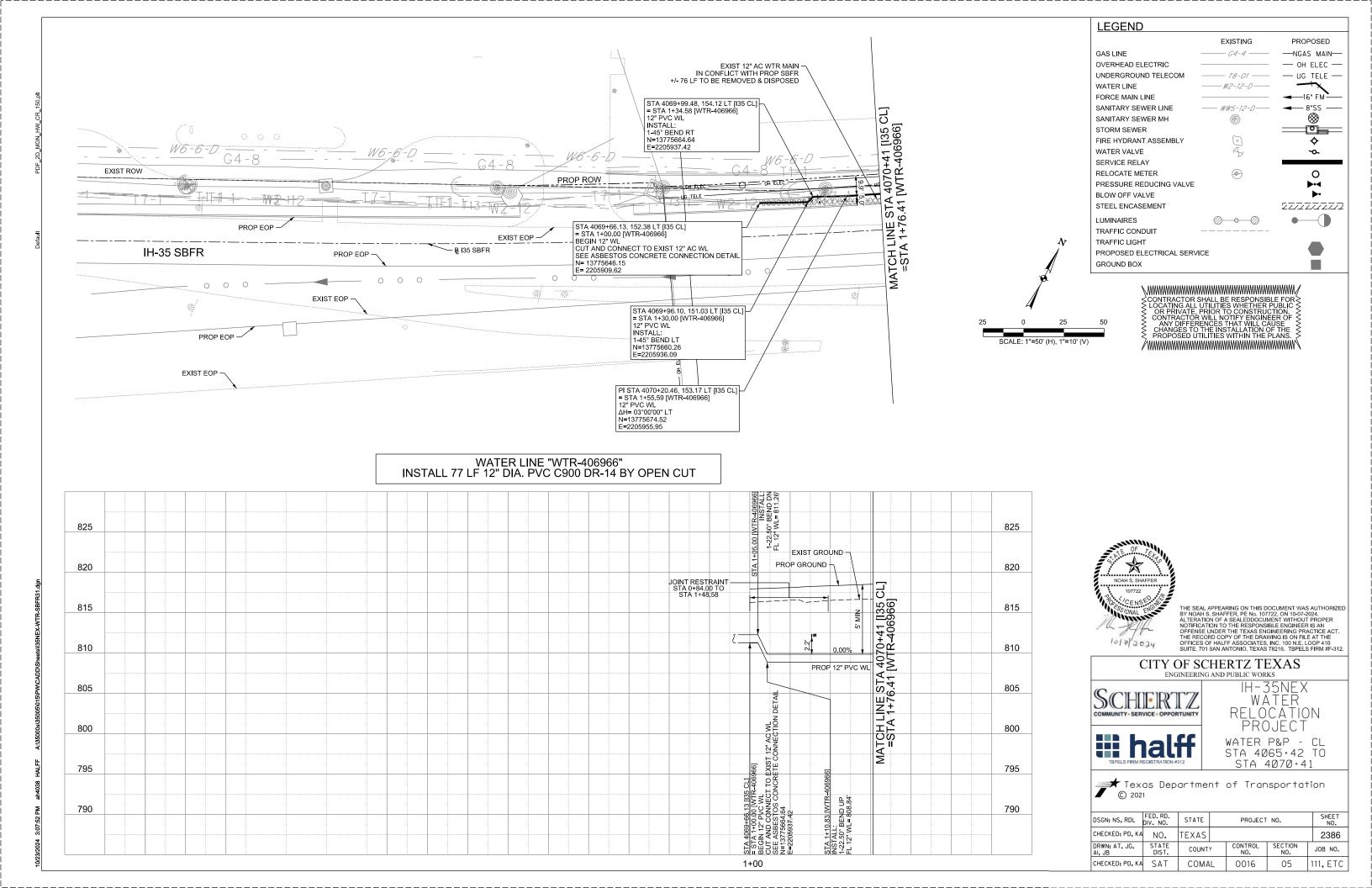


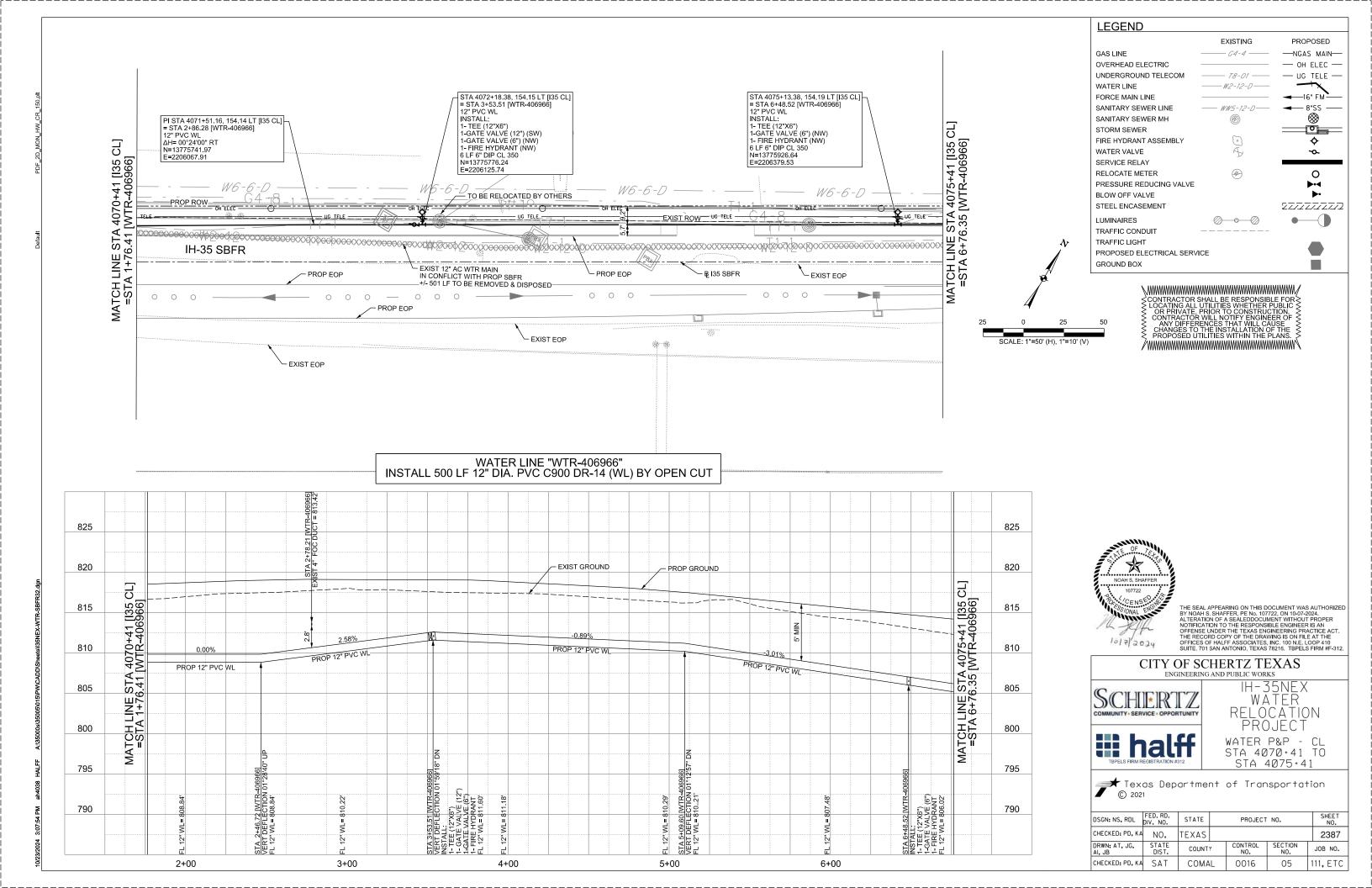


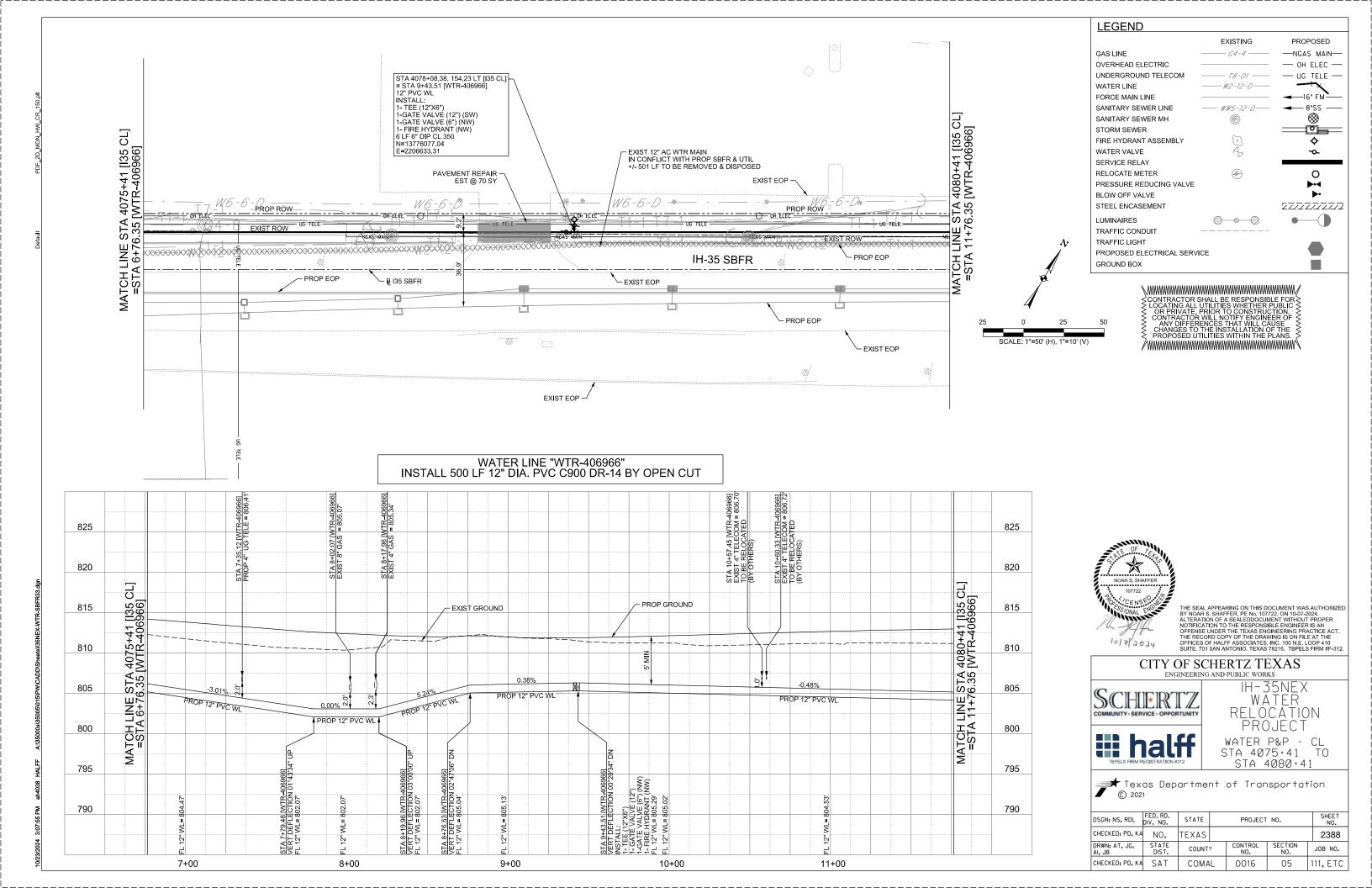


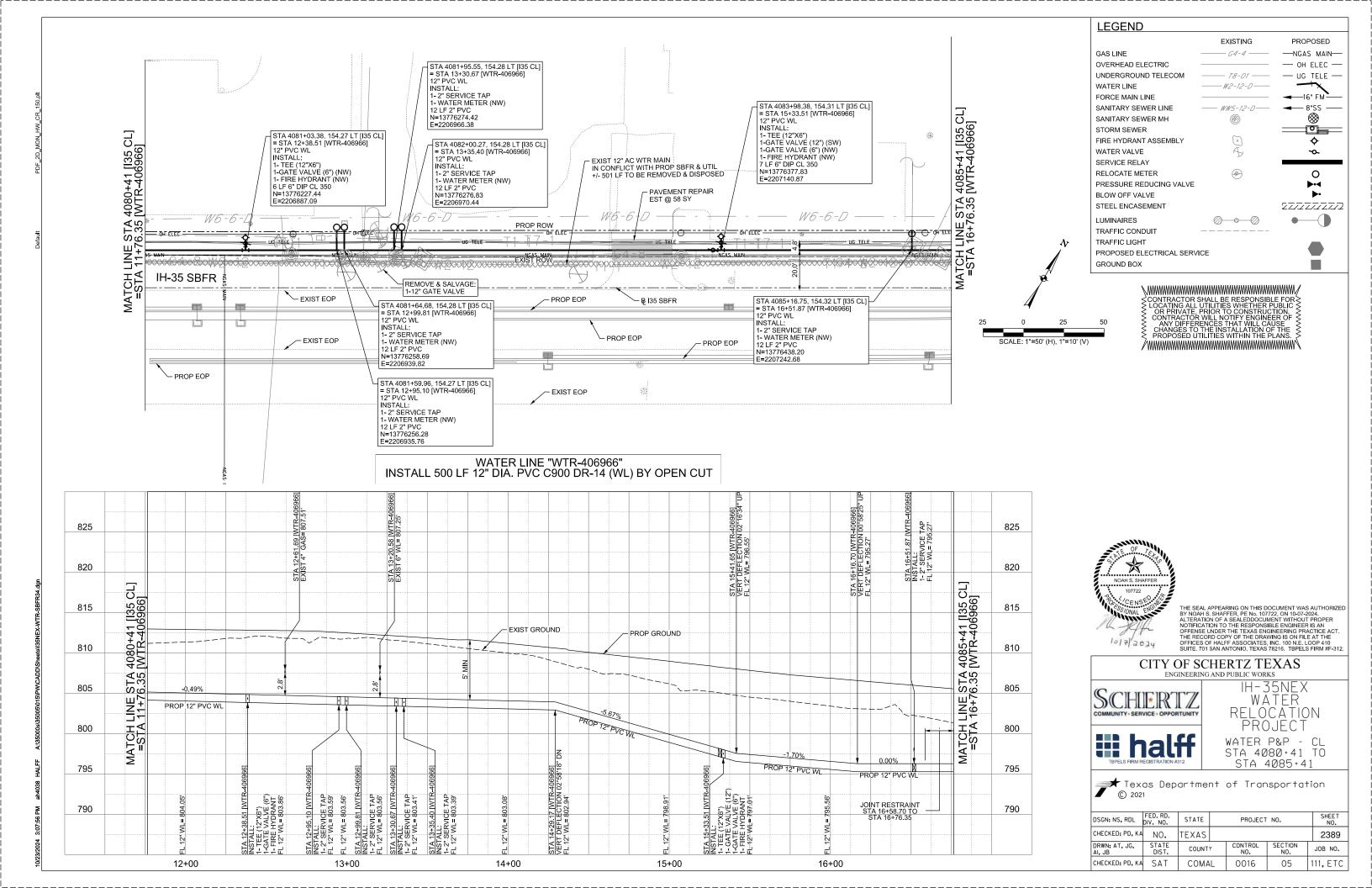


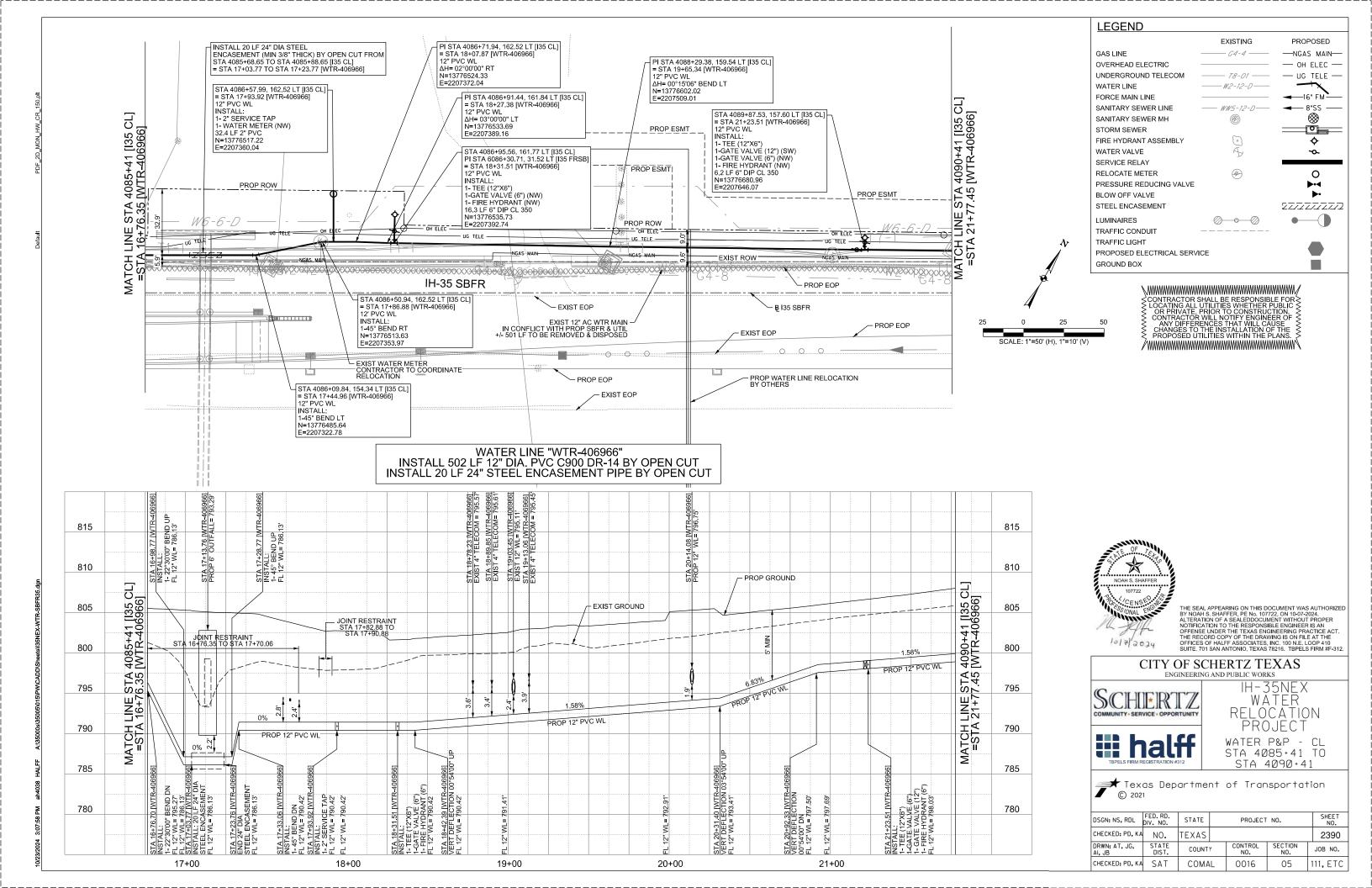


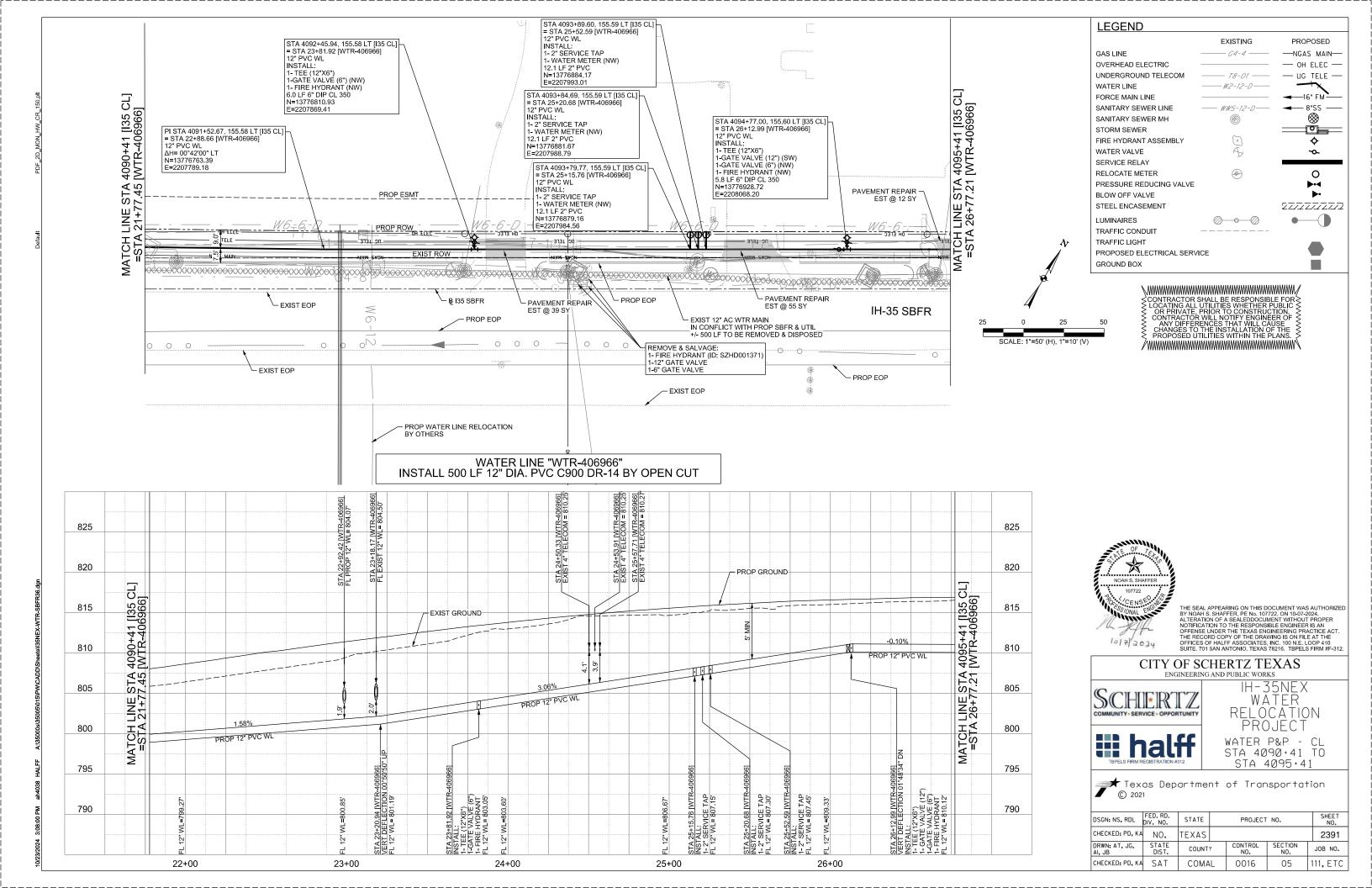


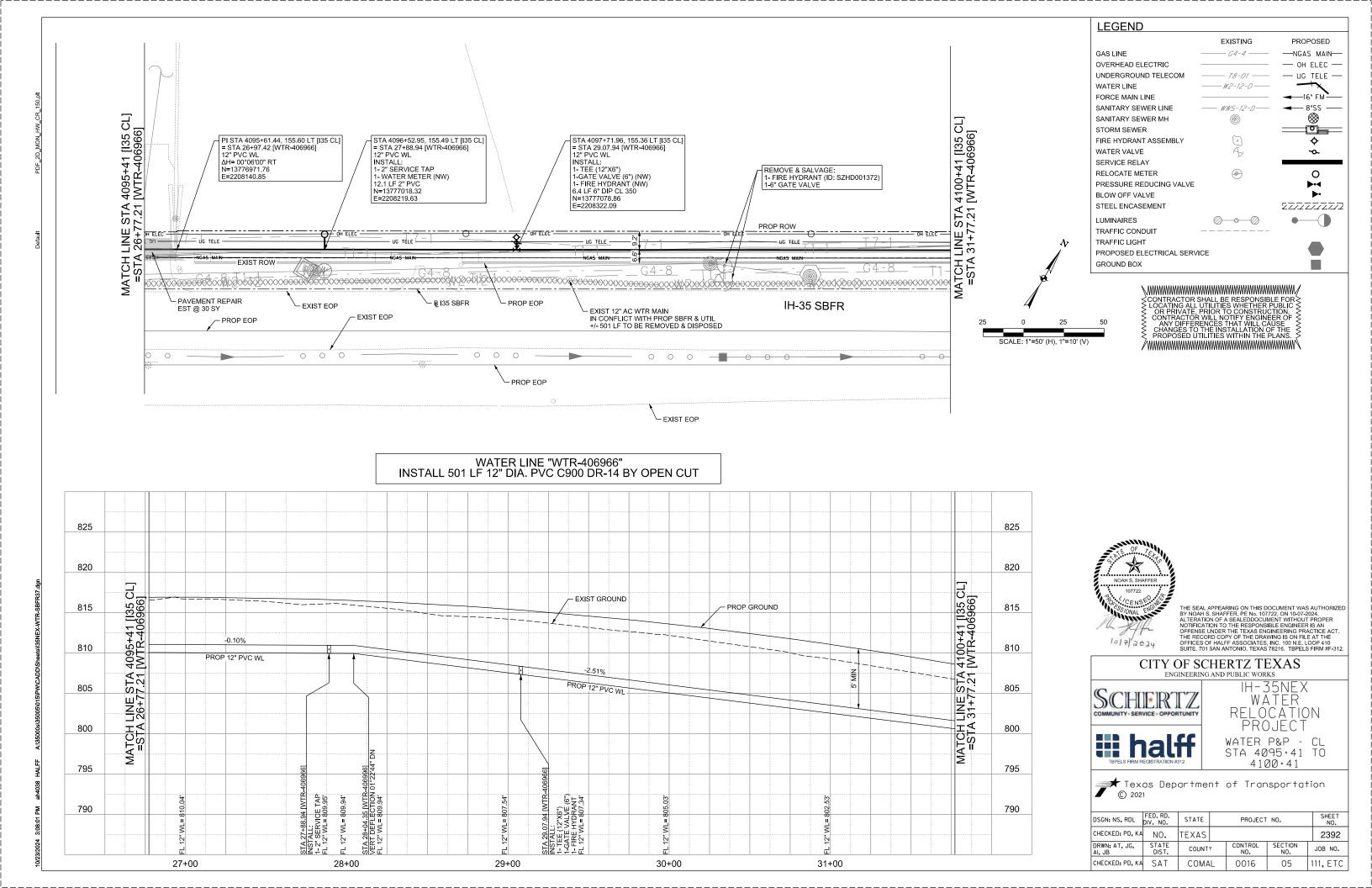


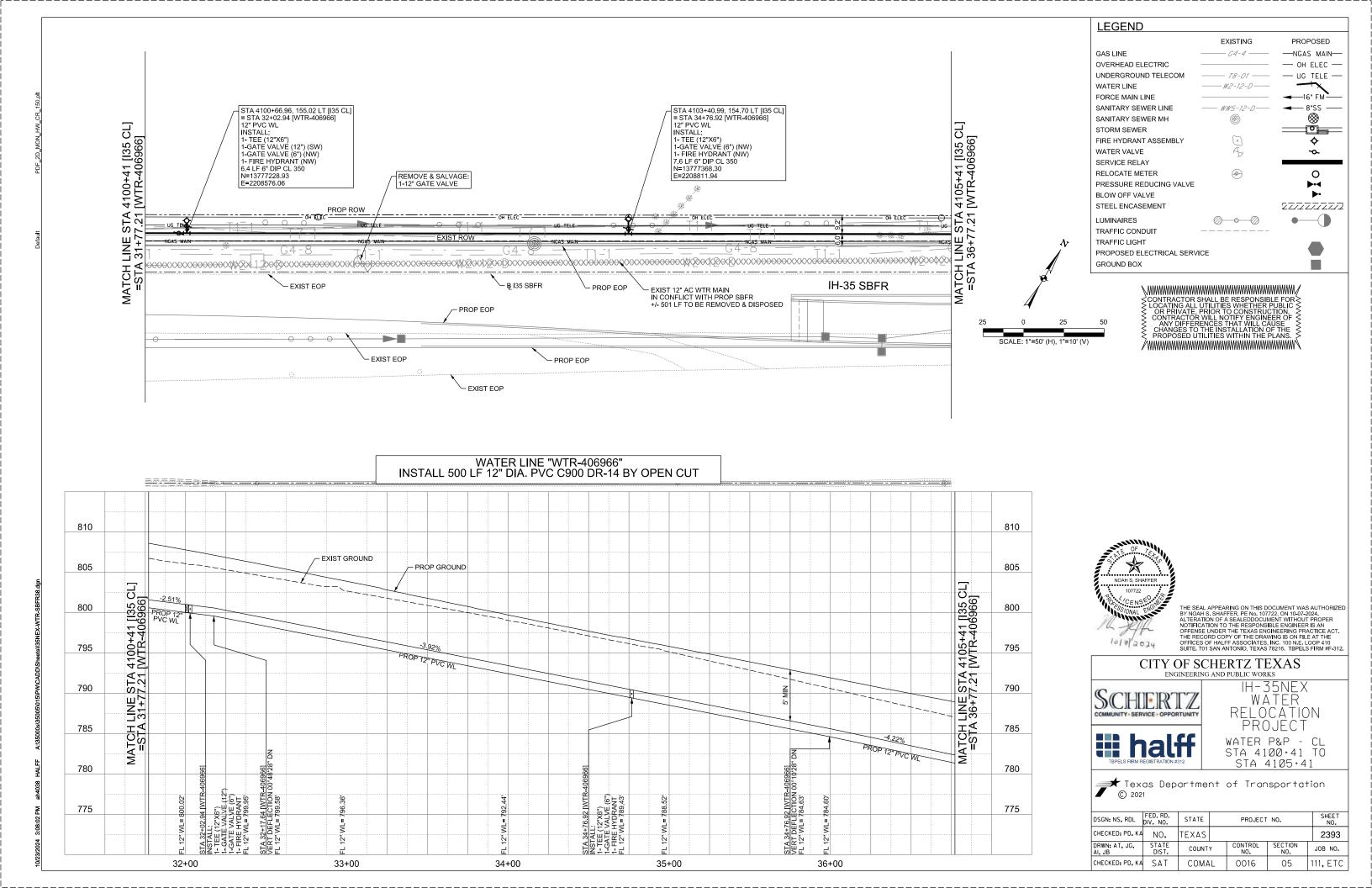


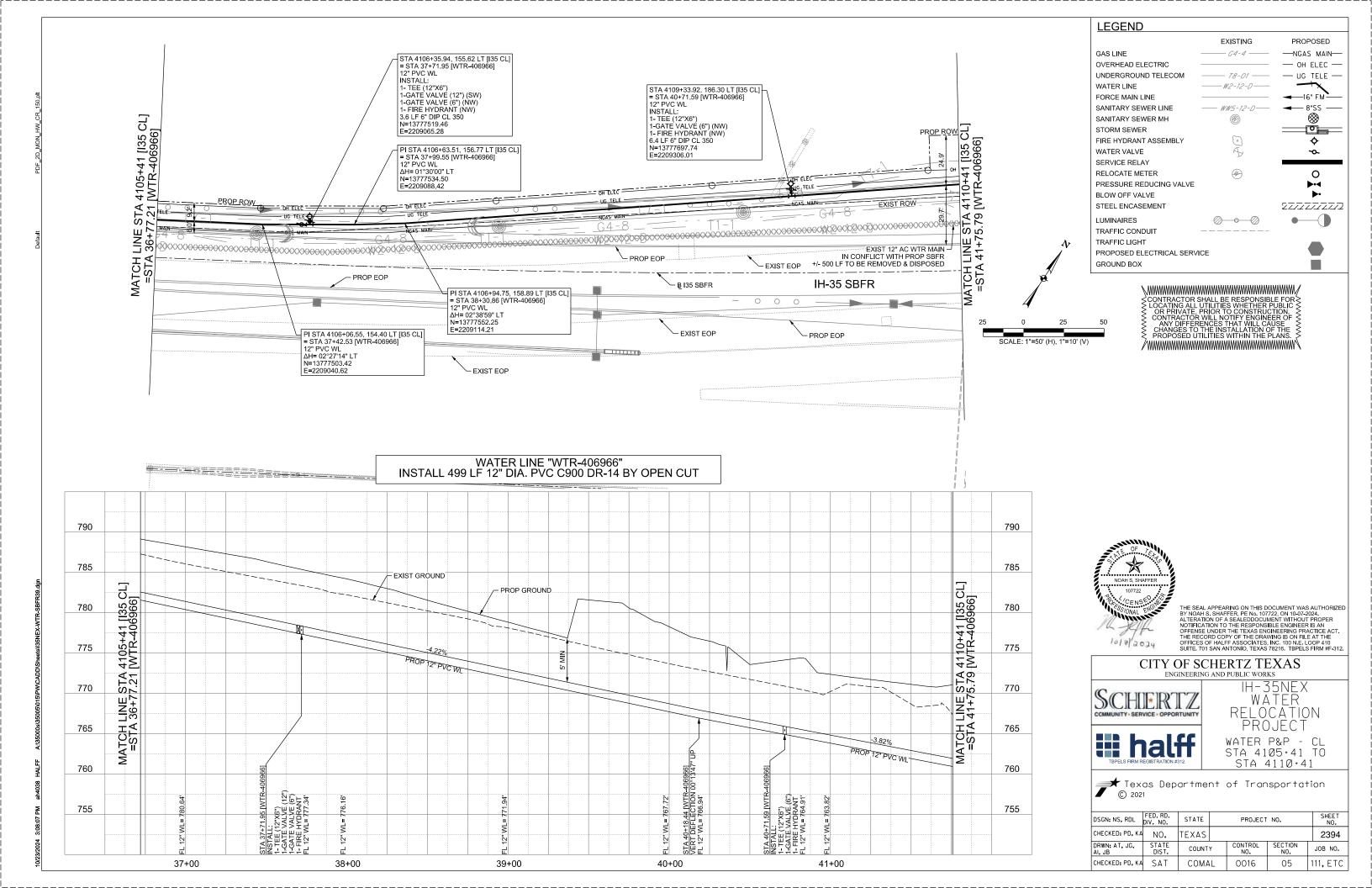


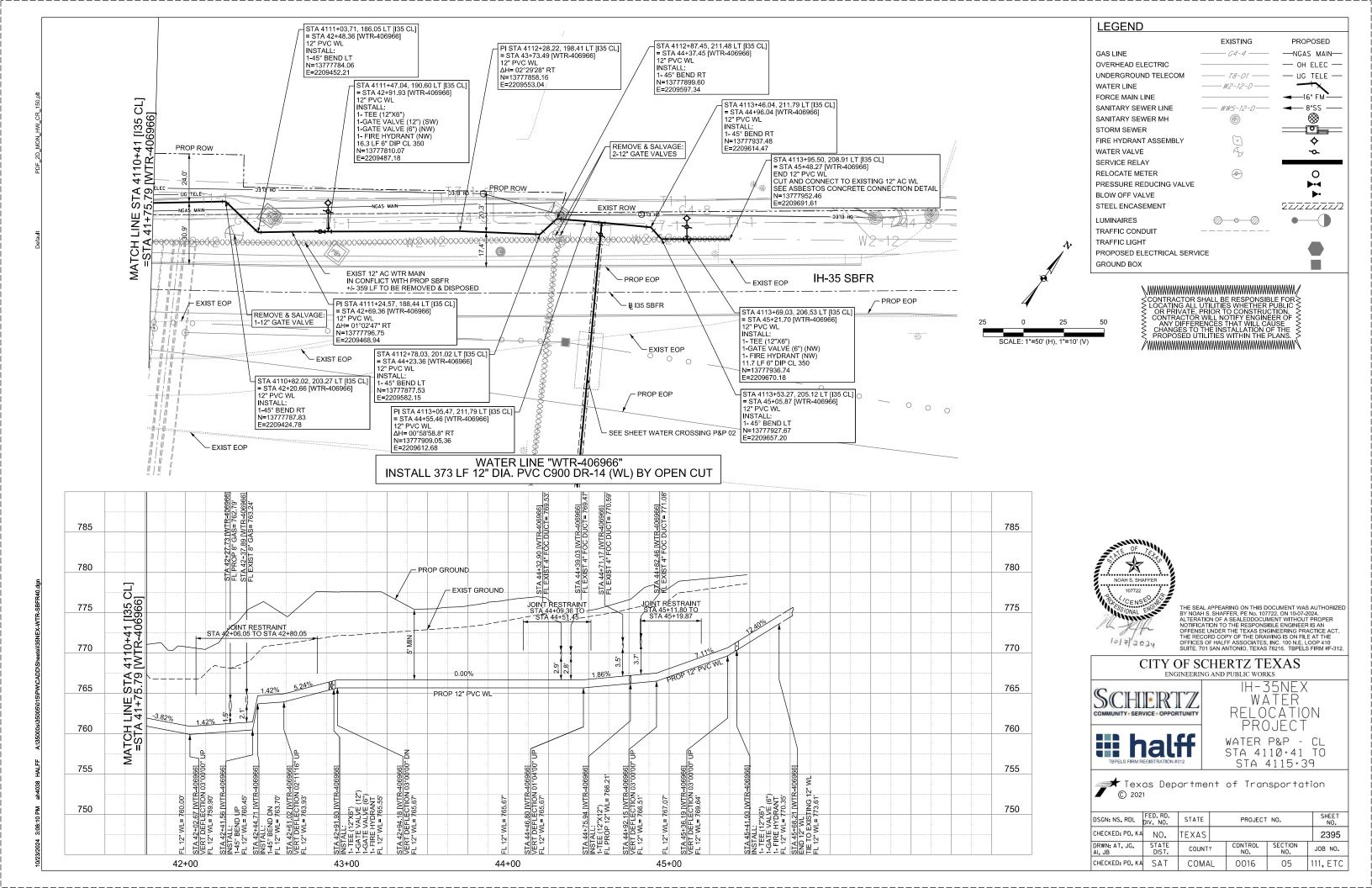


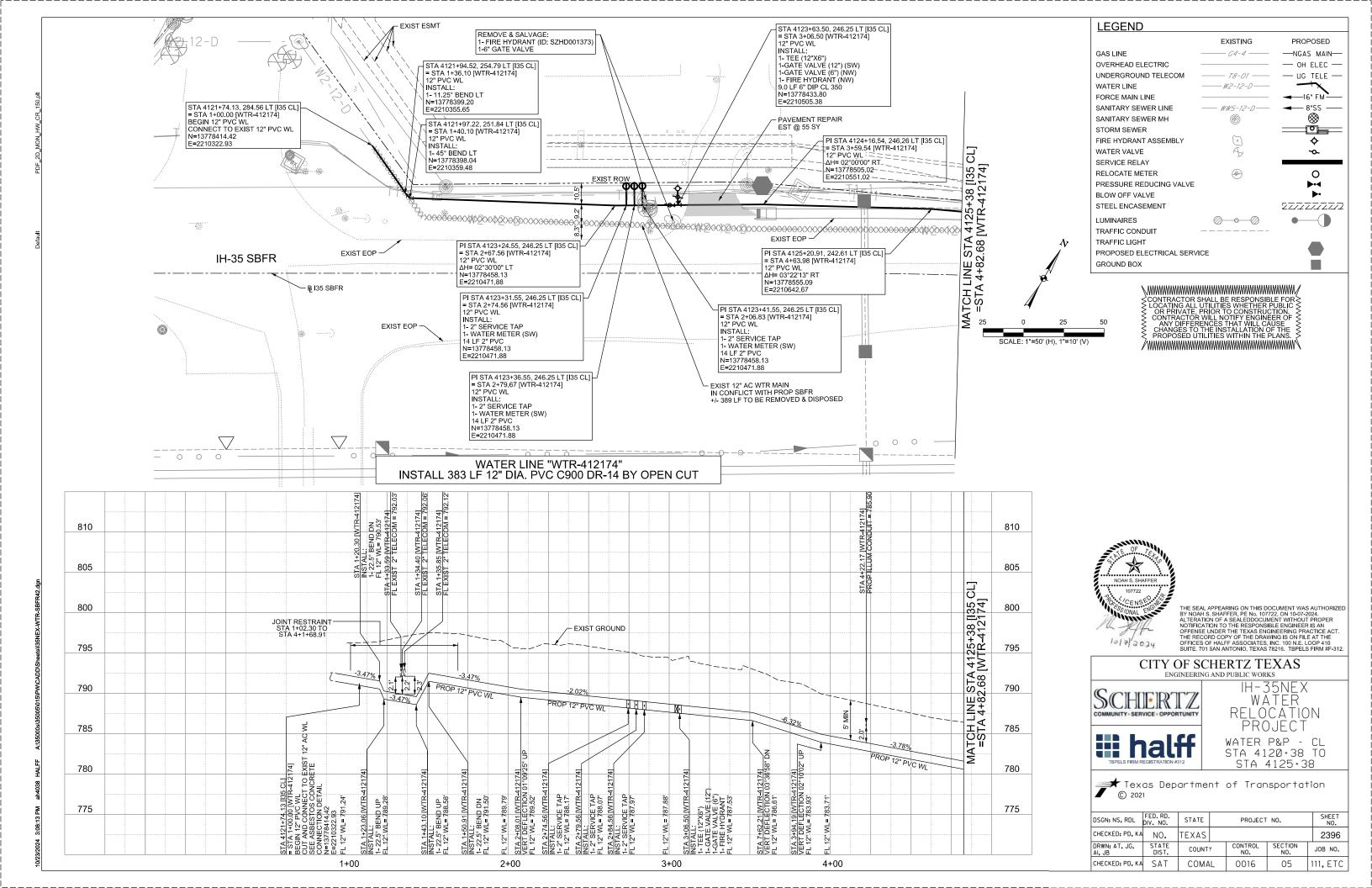


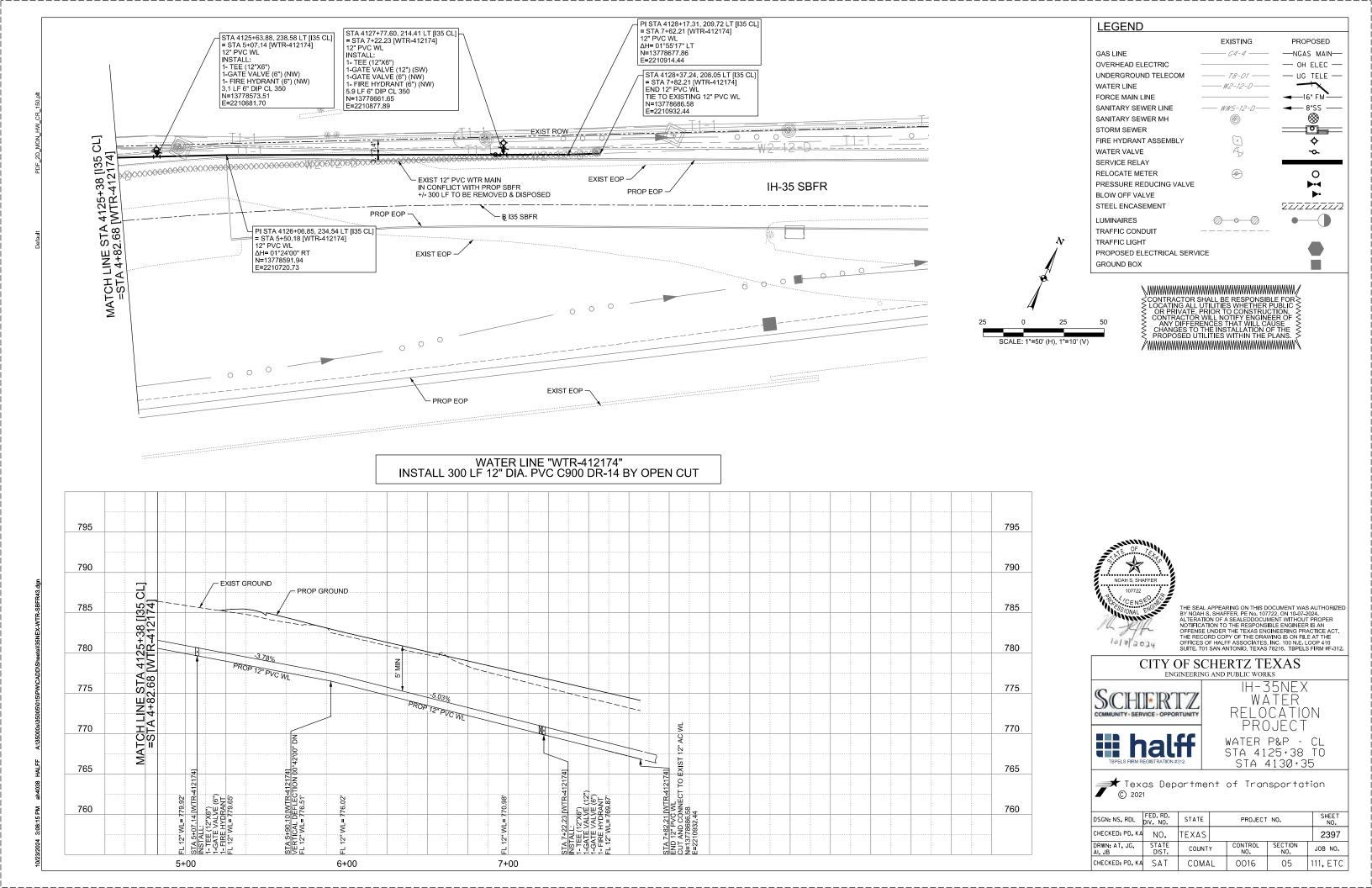


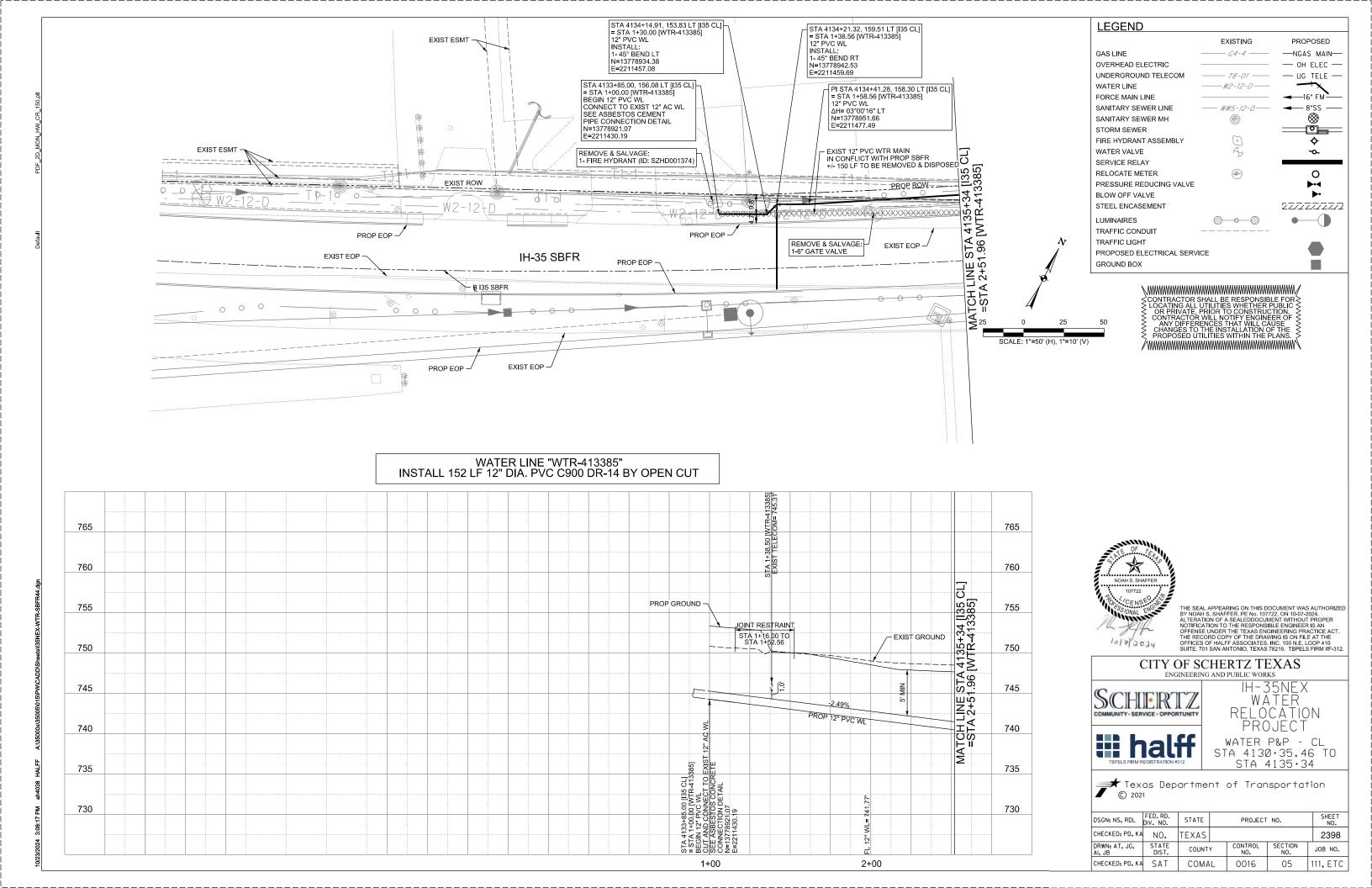


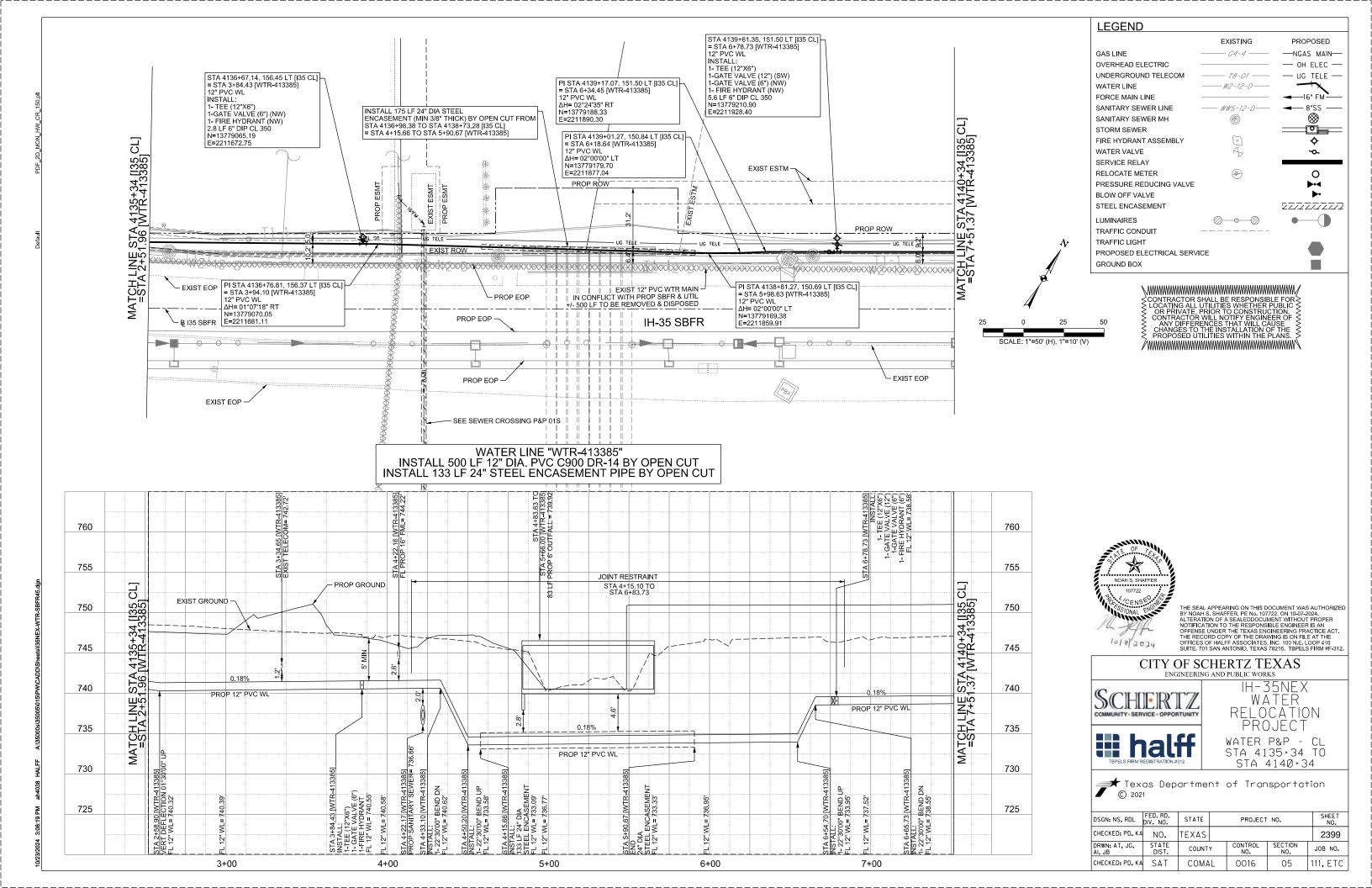


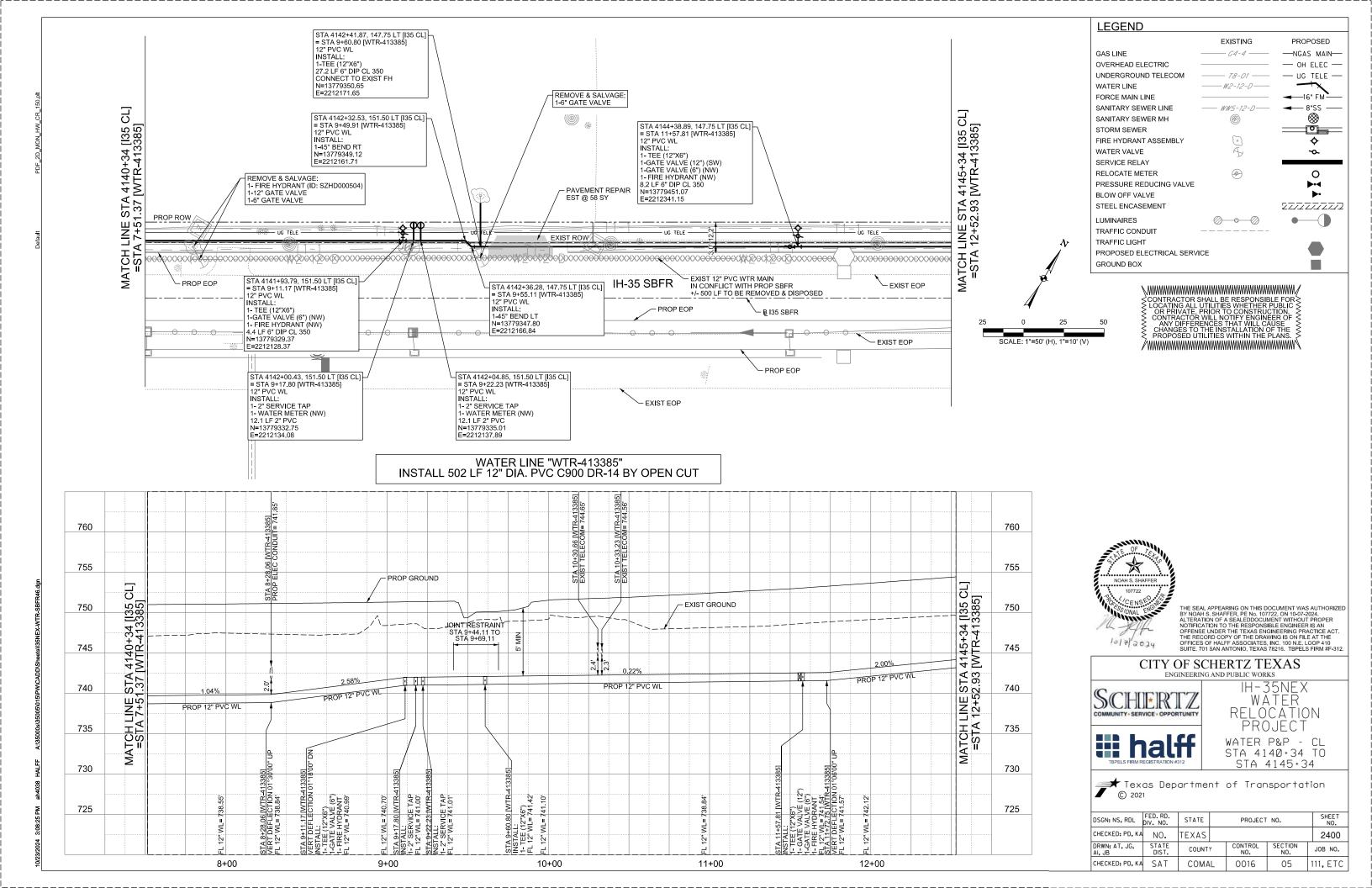


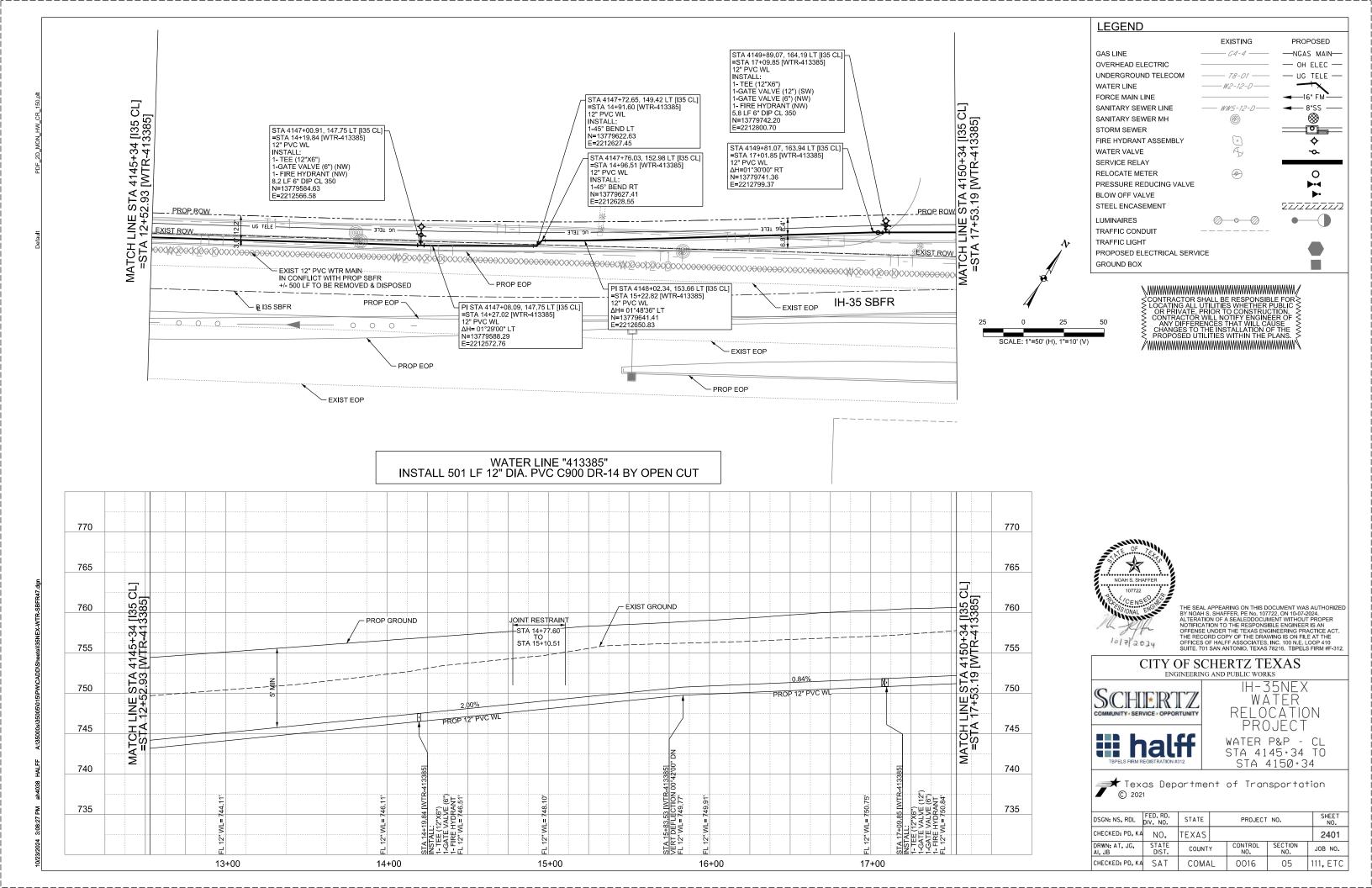


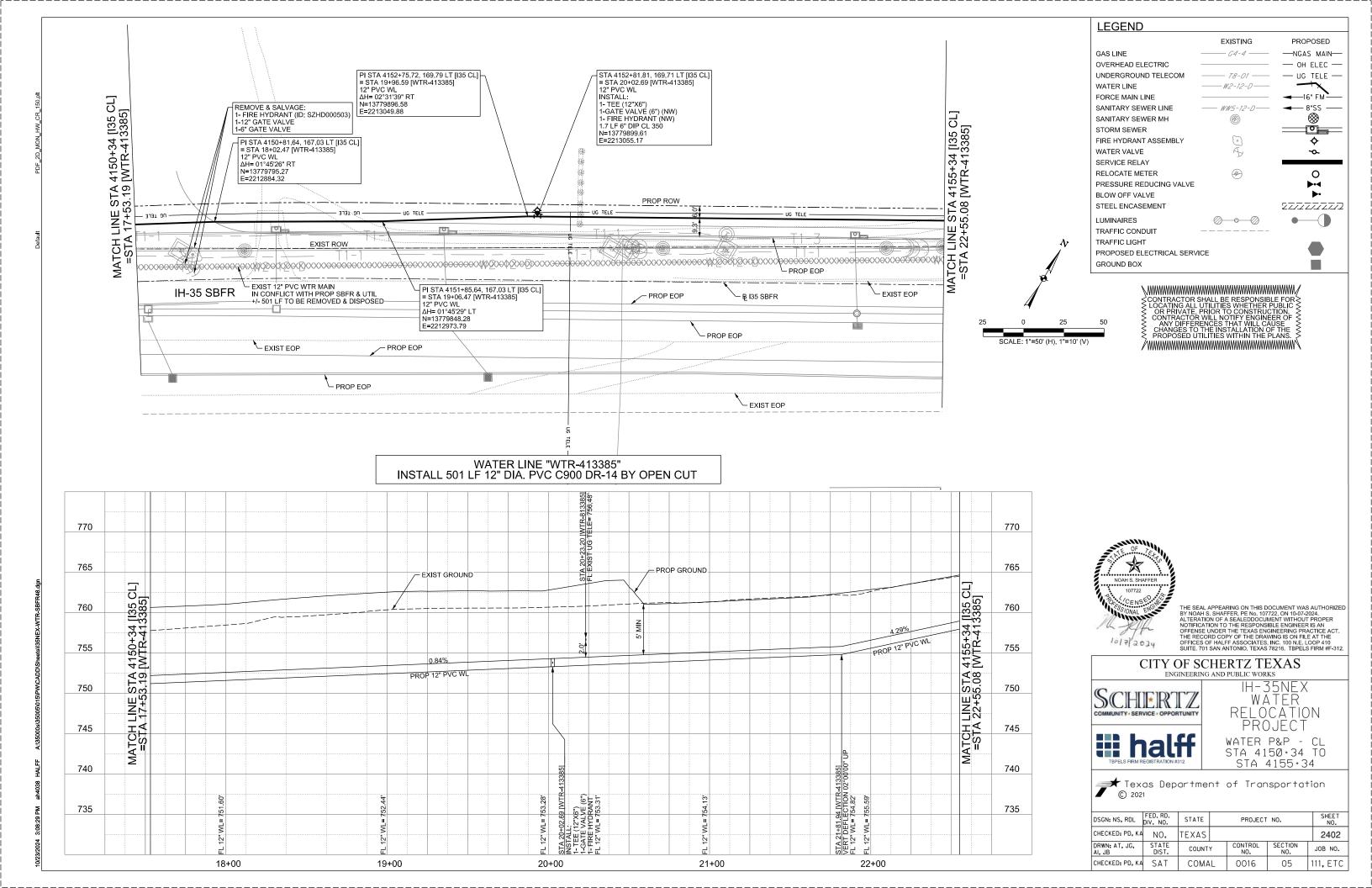


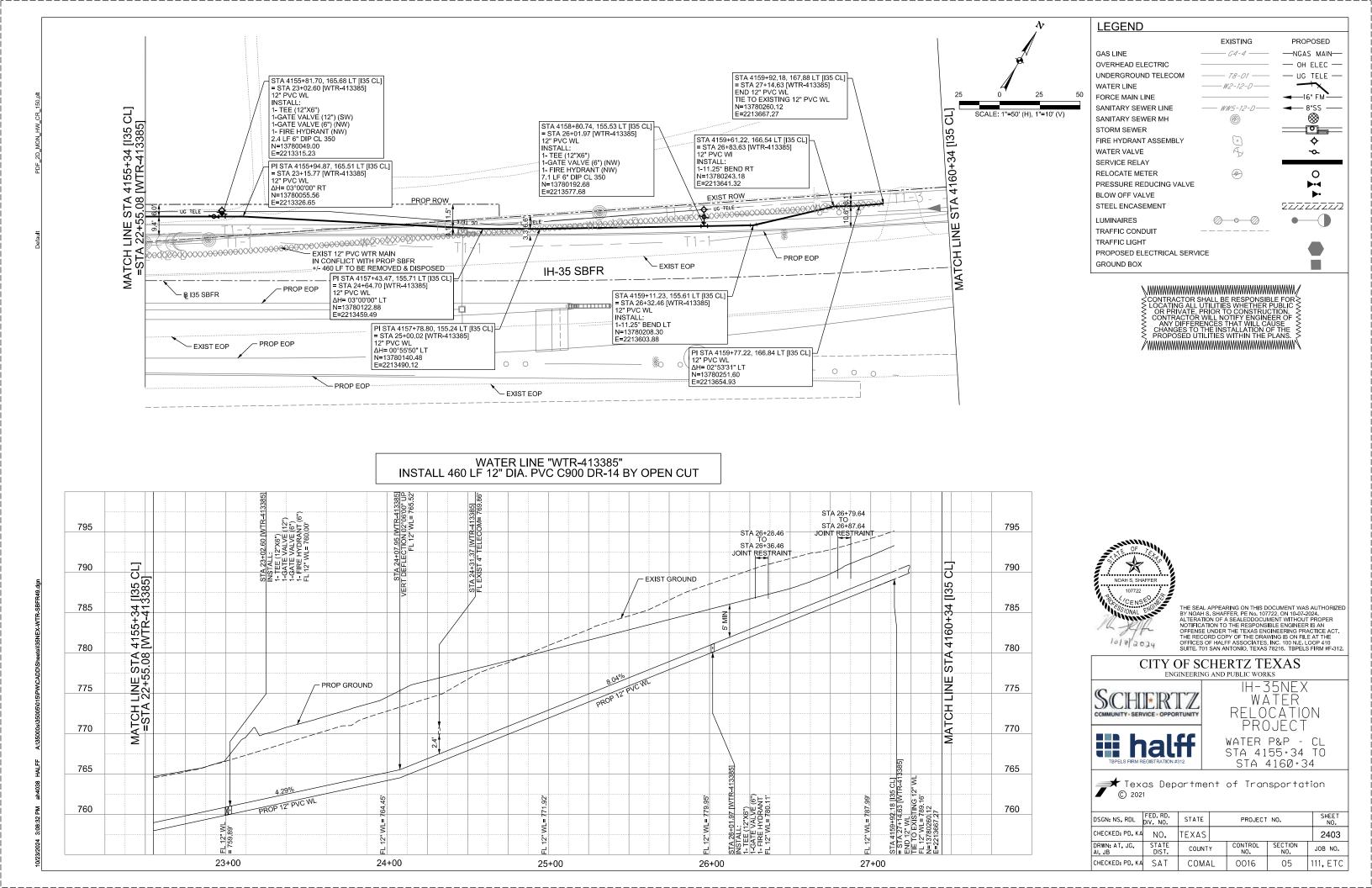








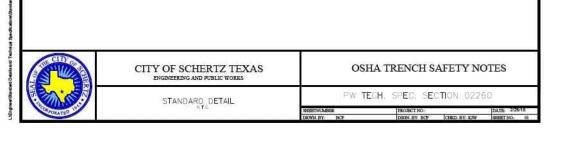


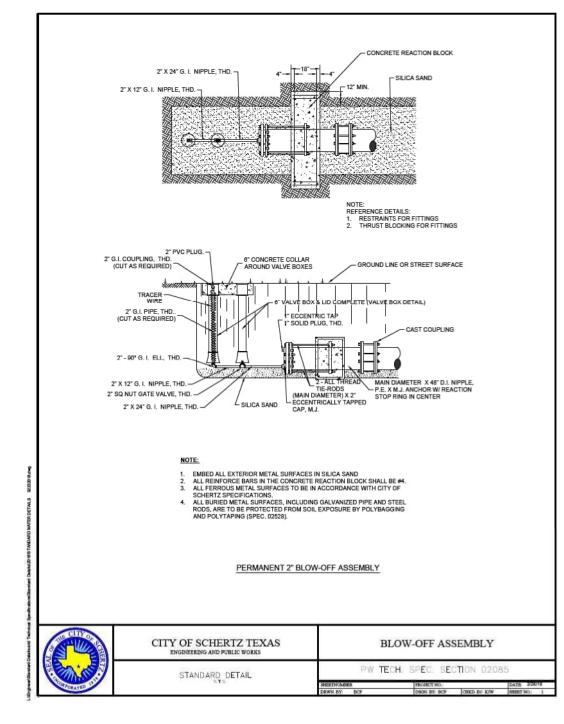


#### OSHA TRENCH SAFETY

- 1. TRENCH EXCAVATION SHALL COMPLY WITH MINIMUM STANDARDS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, REGULATIONS STANDARDS - 29 CFR - "EXCAVATION" - 1926 SUBPART P.
- 2. TRENCH SAFETY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE SHOP DRAWINGS FOR DETAIL PLANS AND SPECIFICATIONS TO PROVIDE ADEQUATE SHORING AND SHEETING STANDARDS THAT MEET THE OSHA STANDARDS AS SET OUT BY STANDARDS - 29 CFR -EXCAVATION" - 1926 SUBPART P FOR TRENCH SAFETY.
- 3. CONTINUOUS INSPECTION OF ALL TRENCH EXCAVATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR JOB SUPERINTENDENT. THE CONTRACTOR CONTROLS THE SIZE, WEIGHT, AND SPEED OF OPERATION OF EQUIPMENT AND PIPE INSTALLATION, WHICH DIRECTLY AFFECTS ALL SAFETY MEASURES IN A TRENCH. IF PROBABLE CAUSE OF UNSAFE TRENCH CONDITIONS EXIST, ALL WORK SHALL CEASE IMMEDIATELY UNTIL NECESSARY PRECAUTIONS TO SAFEGUARD EMPLOYEES ARE TAKEN.

#### TRENCH SAFETY SYSTEM

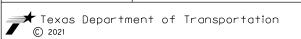




#### CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS

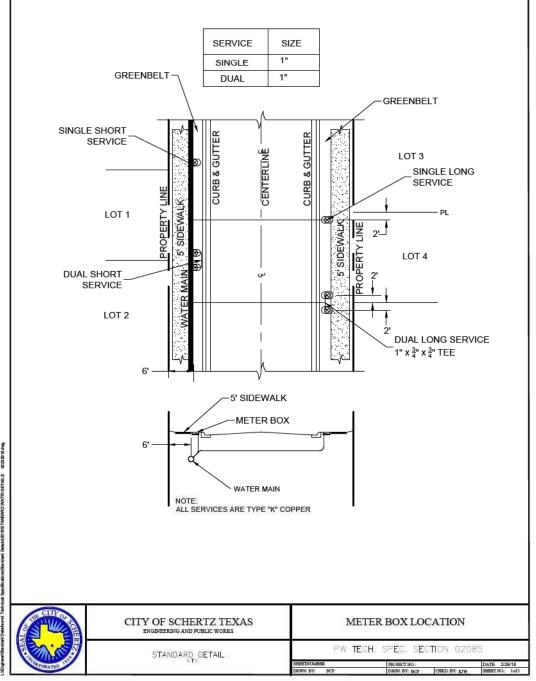


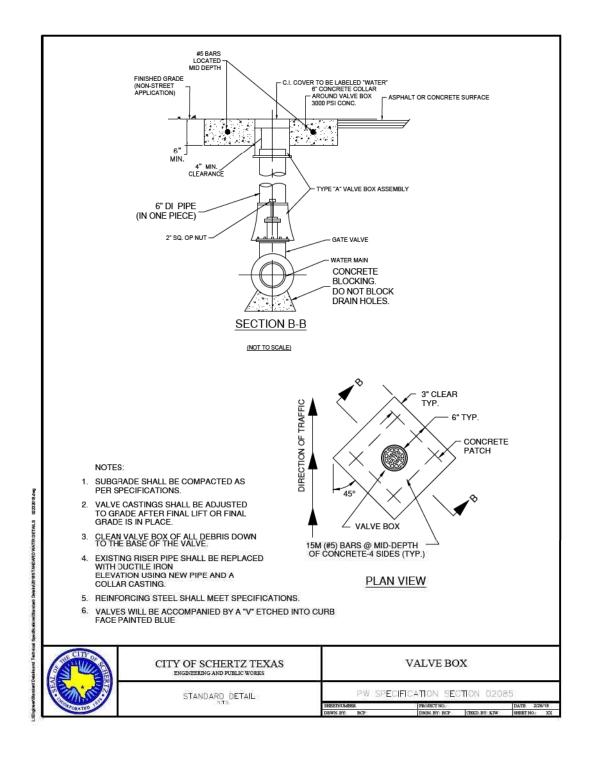




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CHECKED: PD, KA	NO.	TEXAS				2404
DRWN: AT, JG, AI, JB	STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	ľ	0016	05	111, ETC







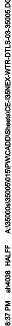


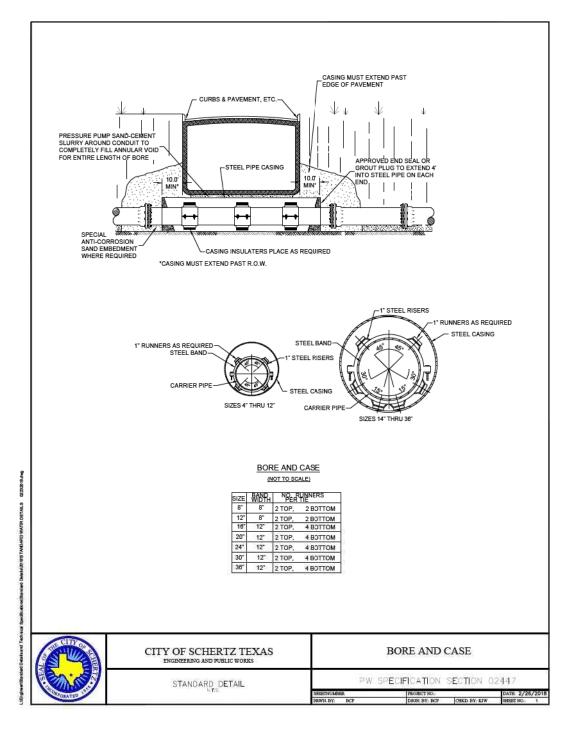


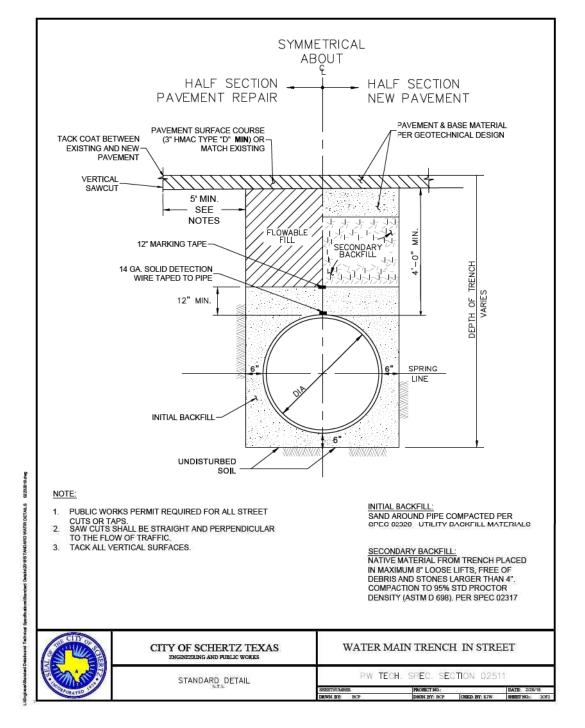


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DRWN: AT, JG, AI, JB	STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	L	0016	05	111. ETC







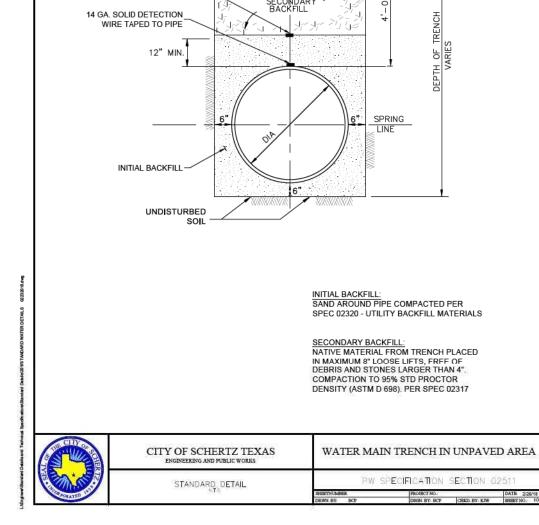




IH-35NEX WATER RELOCATION PROJECT



DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	NO.	SHEET NO.
CHECKED: PD, KA	NO.	TEXAS				2406
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	L	0016	05	111, ETC



SYMMETRICAL

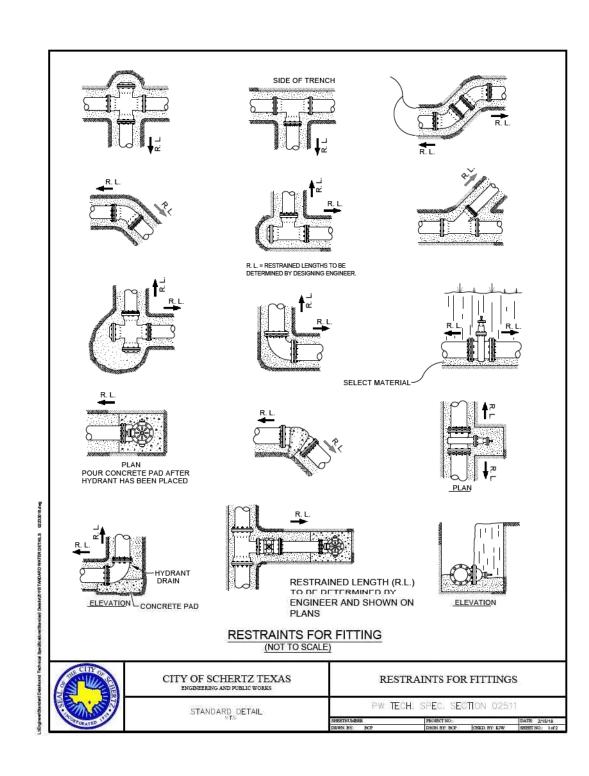
ABOUT

PROPOSED GRADE

-NATURAL GROUND

\*\* 85%SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED BEFORE PERMIT EXPIRATION.

12" MARKING TAPE-



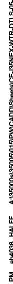
## CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS

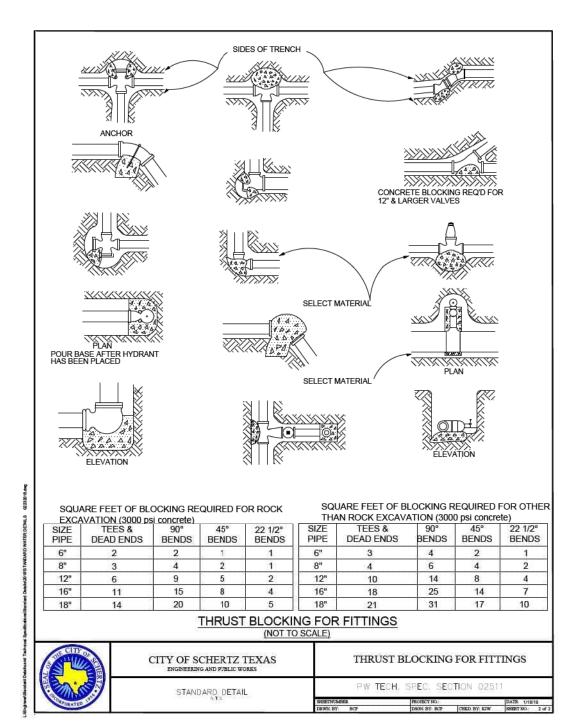


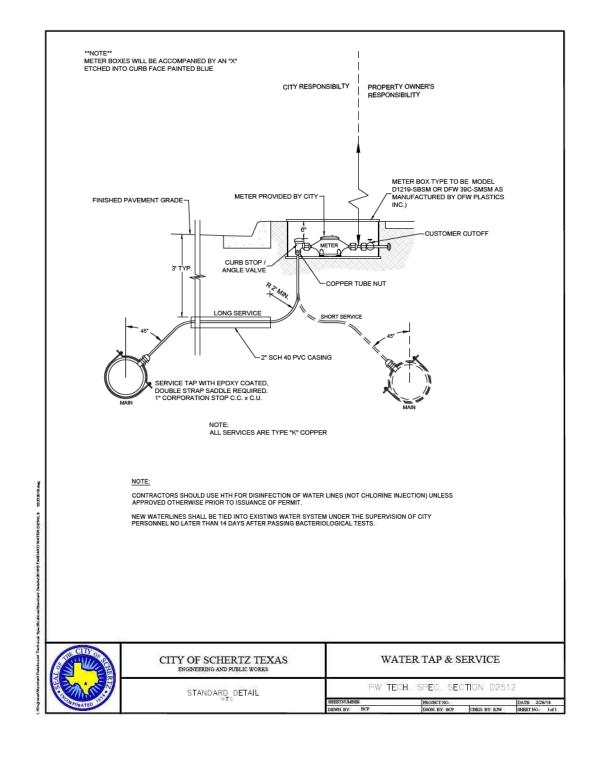
IH-35NEX WATER RELOCATION PROJECT



DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	NO.	SHEET NO.
CHECKED: PD, KA	NO.	TEXAS				2407
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	L	0016	05	111, ETC





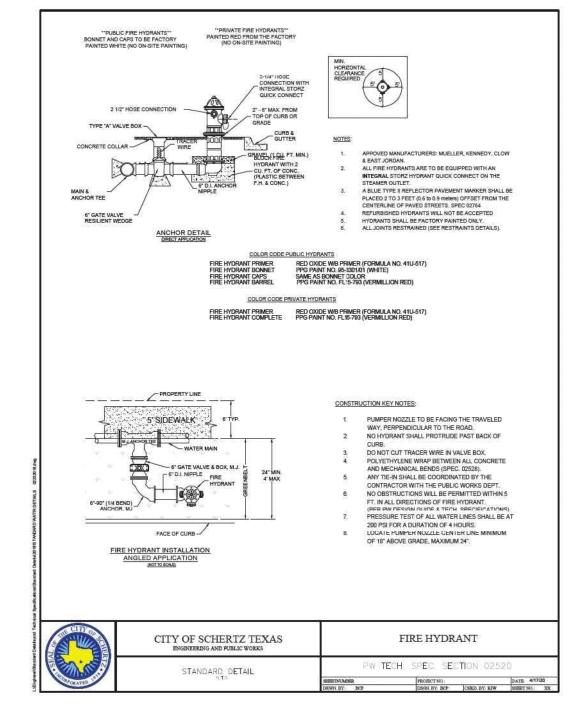


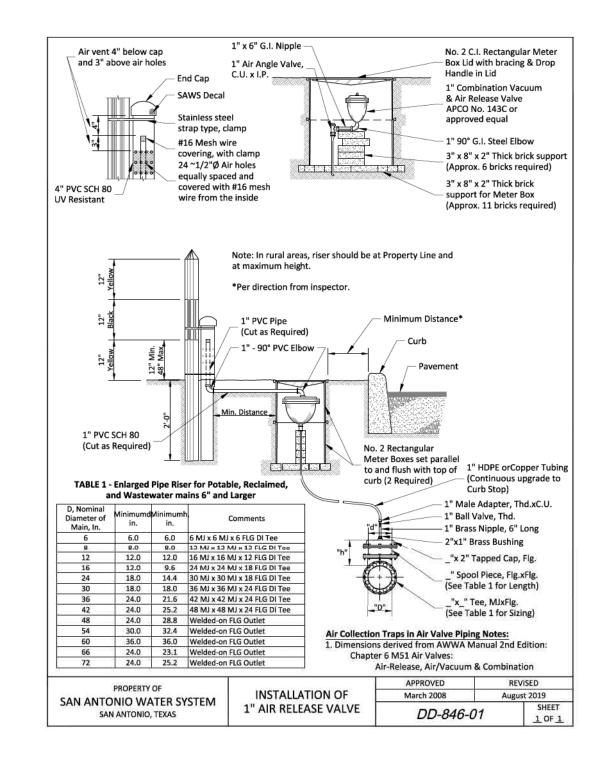






	FED. RD. DIV. NO.	STATE		PROJECT	NO.	SHEET NO.
CHECKED: PD, KA	NO.	TEXAS				2408
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	L	0016	05	111. ETC





#### CITY OF SCHERTZ TEXAS

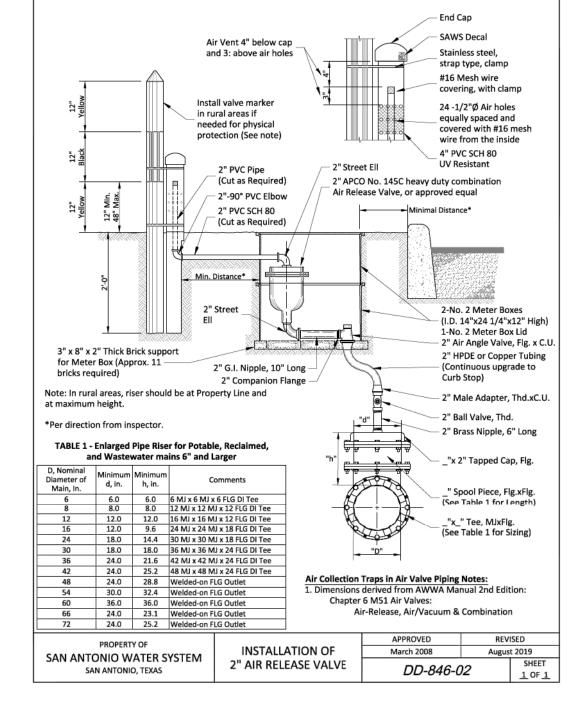
SCHIERTZ

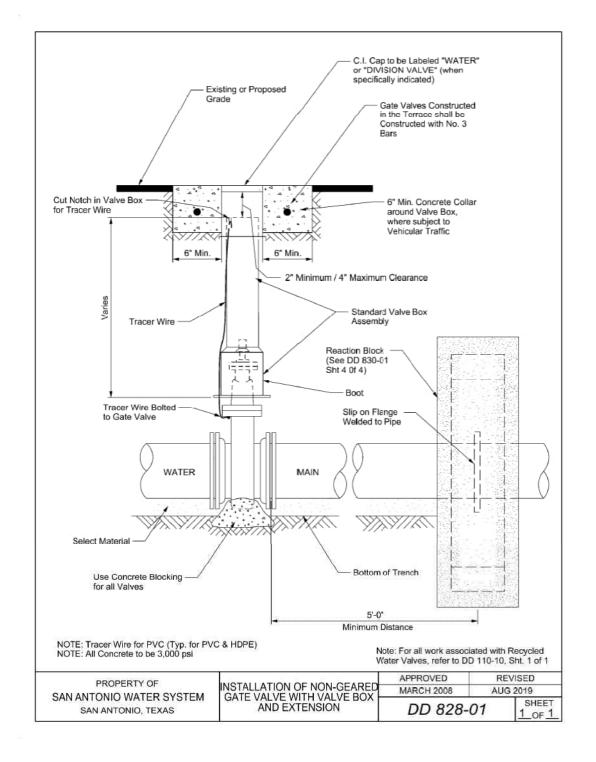
IH-35NEX
WATER
RELOCATION
PROJECT





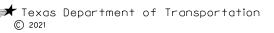
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CHECKED: PD, KA	NO.	TEXAS				2409
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
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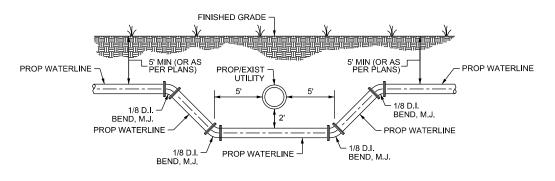


WATER RELOCATION PROJECT

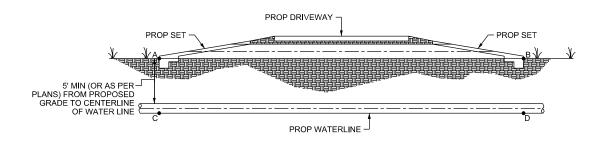




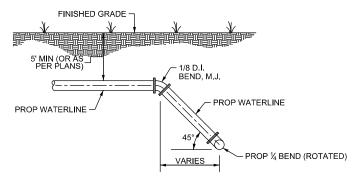
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CHECKED: PD, KA	NO.	TEXAS				2410
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
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TYPICAL UTILITY CROSSING DETAIL N.T.S.



#### TYPICAL DRIVEWAY UTILITY CROSSING DETAIL N.T.S.



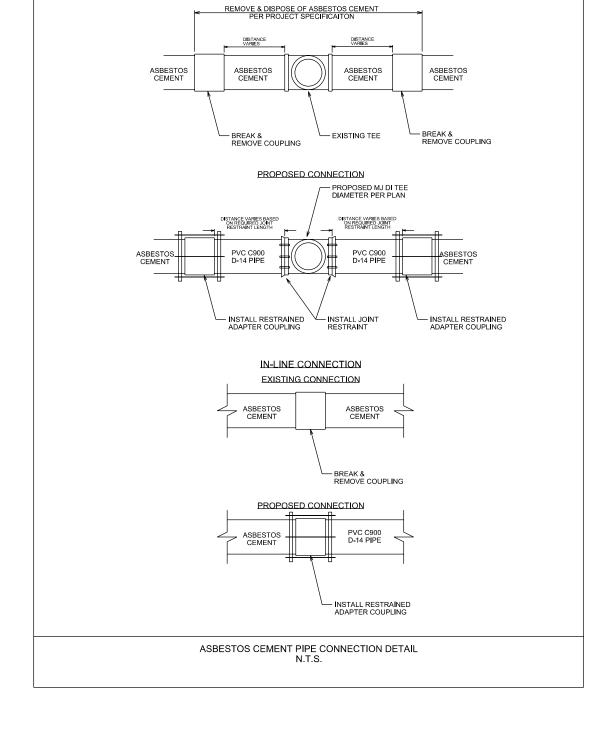
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## CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS IH-35NEX WATER RELOCATION PROJECT





DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	NO.	SHEET NO.
CHECKED: PD, KA	NO.	TEXAS				2411
DRWN: AT, JG, AI, JB	STATE DIST.	COUNTY	,	CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	L	0016	05	111, ETC



BRANCH CONNECTION EXISTING CONNECTION

## CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS

IH-35NEX WATER RELOCATION PROJECT



DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	NO.	SHEET NO.
CHECKED: PD, KA	NO.	TEXAS				2412
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
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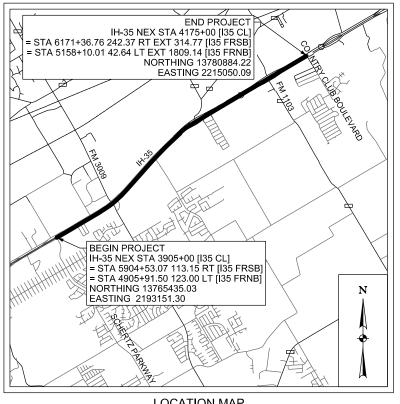


## ENGINEERING & PUBLIC WORKS

# IH-35 NEX NORTH FROM SCHERTZ PARKWAY TO COUNTRY CLUB BOULEVARD CITY OF SCHERTZ SANITARY SEWER RELOCATION



Mayor	Ralph Gutierrez
Councilmember (Place 1)	
Councilmember (Place 2)	
Councilmember (Place 3)	
Councilmember (Place 4)	
Councilmember (Place 5)	
Councilmember (Place 6)	.Allison Heyward
Councilmember (Place 7)	Tim Brown
City Manager	
City Engineer	.Kathryn J. Woodlee, P.E., CFW



LOCATION MAP







THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NOAH S. SHAFFER, PE No. 107722, ON 11-18-2024. ALTERATION OF A SEALEDDOCUMENT WITHOUT PROPER NOTHICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT. THE RECORD COPY OF THE DRAWING IS ON FILE AT THE OFFICES OF HALFF ASSOCIATES, INC. 100 N.E. LOOP 410 SUITE. 701 SAN ANTONIO, TEXAS 78216. TBPELS FIRM #F-312.

S	HEET	ı	GENERAL
	1		TITLE SHEET
	2		INDEX OF SHEETS
3	-	5	GENERAL NOTES
6	6	7	SANITARY SEWER QUANTITY SUMMARY
S	HEET	1	SANITARY SEWER UTILITY SHEETS
8	-	11	SEWER PROJECT LAYOUTS
12	-	14	I35 SANITARY SEWER CROSSING PLAN AND PROFILE
15	-	22	NORTHBOUND SANITARY SEWER PLAN AND PROFILE
			STANDARDS
			0171112711120
23	-	28	SANITARY SEWER STANDARD AND DETAILS



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## CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS

IH-35NEX SEWER RELOCATION PROJECT



INDEX OF SHEETS



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DRWN: AT, JG, AI, JB	STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	COMAL		0016	05	111, ETC

#### GENERAL NOTES

- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS: AND THAT THE CONTRACTOR SHALL DEFEND. INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING FROM LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE
- 2. CONTRACTOR SHALL NOTIFY THE ENGINEER AND ALL RESPECTIVE GOVERNMENTAL OR UTILITY AGENCIES AFFECTED BY CONSTRUCTION 72 HOURS PRIOR TO STARTING CONSTRUCTION. ANY TIE-IN SHALL BE COORDINATED BY THE CONTRACTOR WITH THE PUBLIC WORKS DEPARTMENT, AT LEAST 48 HOURS IN ADVANCE.
- 3. CONTRACTOR IS REQUIRED TO VERIFY PROJECT ELEVATIONS. "MATCH EXISTING" SHALL BE UNDERSTOOD TO SIGNIFY VERTICAL AND HORIZONTAL ALIGNMENT.
- 4. ANY DISCREPANCY OR CONFLICT WITHIN THE DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE CITY. DISCREPANCIES OR CONFLICTS NOT BROUGHT TO THE ENGINEERS ATTENTION AND CLARIFIED DURING BIDDING OF THE PROJECT WILL BE DEEMED TO HAVE BEEN BID OR PROPOSED IN THE MORE COSTLY MANNER, AND THE BETTER QUALITY OR GREATER QUANTITY OF THE WORK SHALL BE PROVIDED BY THE CONTRACTOR IN ACCORDANCE WITH ENGINEERS INTERPRETATION. ALL ITEMS, WORK, AND IMPROVEMENTS SHOWN OR INDICATED IN THE CONSTRUCTION DOCUMENTS SHALL BE COMPLETED FOR THE PRICES BID, WHETHER OR NOT A SEPARATE PAY ITEM IS INCLUDED IN THE CONTRACT
- 5. THE CONTRACTOR SHALL MAINTAIN "AS-BUILT" DRAWINGS THROUGH THE COURSE OF CONSTRUCTION AND SHALL SUBMIT SAME TO THE ENGINEER FOR APPROVAL PRIOR TO FINAL ACCEPTANCE OF THE WORK BY OWNER
- 6. THE CITY OF SCHERTZ WILL EMPLOY AN INDEPENDENT TESTING LABORATCRY FOR REQUIRED COMPACTION AND OTHER MATERIALS TESTING. TXDOT CONTRACTOR WILL COORDINATE WITH INDEPENDENT LABORATORY FOR PROJECT ACCESS AND TESTING LOCATIONS. EMPLOYMENT OF A TESTING LABORATORY BY THE CONTRACTOR SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATION TO PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS OF CONTRACT DOCUMENTS
- 7. THE CONTRACTOR SHALL FURNISH ALL ASSISTANCE REQUIRED OF HIM BY ALL INSPECTORS IN OBTAINING SAMPLES AT THE EXPENSE OF THE CONTRACTOR
- 8. IF IN THE OPINION OF THE INSPECTOR, BASED ON TESTING SERVICE REPORTS AND INSPECTION, MATERIALS, COMPACTION OR ANY OTHER SPECIFICATIONS ARE BELOW THE SPECIFIED REQUIREMENTS THE CONTRACTOR SHALL CORRECT THE DEFICIENCY AND RE-TEST TO OBTAIN THE SPECIFIED PARAMETERS AT NO ADDITIONAL EXPENSE
- 9. FOR ALL PAVEMENT LAYERS. A PASSING TEST RESULT IS REQUIRED WITHIN 48 HOURS OF PLACING THE NEXT LAYER OR RETESTING WILL BE REQUIRED
- 10. DESIGN AND CONSTRUCTION STANDARDS REQUIRED:
  - A. PROJECT CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS, & DESIGN REPORTS.
  - B. CITY OF SCHERTZ PUBLIC WORKS SPECIFICATION MANUAL.
  - . PUBLIC WORKS DESIGN GUIDE 2. PUBLIC WORKS TECHNICAL SPECIFICATIONS.
  - 3. STANDARD DETAILS
- 11. UNLESS OTHERWISE SHOWN IN THESE PLANS. SIDEWALKS WILL BE CONSTRUCTED CONCURRENT WITH MAIN LOT STRUCTURE.
- 12. ROUGH GRADING MUST BE DONE ON ALL LOTS PRIOR TO SUBDIVISION PRELIMINARY ACCEPTANCE.
- 13. ALL PAVEMENTS, DRIVEWAYS, SIDEWALKS, CURBING, GUTTERS, FENCES, POLES, MAILBOXES, SIGNS, TREES, SHRUBBERY, LAWNS, SOD OR OTHER PROPERTY AND SURFACE STRUCTURES ON OR ADJACENT TO THE PROJECT SITE NOT SHOWN TO BE REMOVED IN PLANS, THAT ARE DAMAGED, DISTURBED, REMOVED OR DESTROYED BY THE CONTRACTOR DURING THE WORK SHALL BE REPLACED OR RETURNED TO A CONDITION FOUAL TO THAT BEFORE THE WORK BEGAN CONTRACTOR TO SUPPORT AND KEEP INTACT STORM DRAINS AND INLET STRUCTURES. ANY DAMAGES INCURRED WILL BE AT CONTRACTOR'S EXPENSE

#### **GENERAL NOTES**

PUBLIC WORKS CONSTRUCTION SPECIFICATIONS

ENGINEERING AND PUBLIC WORKS

#### UTILITIES

- 14. DUE TO FEDERAL REGULATIONS TITLE 49, PART 192.181, C.P.S. MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES. THE CONTRACTOR MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE IN THE PROJECT AREA.
- 15. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES INDICATED IN THESE PLANS ARE TAKEN FROM THE BEST RECORDS AVAILABLE AND ARE NOT GUARANTEED, BUT SHALL BE INVESTIGATED AND VERIFIED BY THE CONTRACTOR BEFORE STARTING WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO. AND FOR MAINTENANCE AND PROTECTION OF THE EXISTING UTILITIES EVEN IF THEY ARE NOT SHOWN ON THE PLANS. CONTRACTOR SHALL CONTACT ANY UTILITIES ENCOUNTERED FORTY-EIGHT FOURS (48) HOURS PRIOR TO EXCAVATION OPERATION.
- 16. THE FOLLOWING IS A LIST OF TELEPHONE NUMBERS OF THE UTILITY LOCATORS FOR THE VARIOUS UTILITIES THAT MAY BE ENCOUNTERED:

TEXAS ONE CALL	1-800-245-4545	(1-800-DIG-TESS)
C.C.MA	210-658-6241	,
CITY PUBLIC SERVICE	1-800-545-6005	
CENTERPOINT ENERGY ENTEX	(210)-659-6788	
G.V.E.C	(210)-672-2871	
NEW BRAUNFELS UTILITY	(830)-629-8400	
TIME WARNER CABLE	(210)-352-4472	
AT&T	1-800-828-5127	
TxDOT NEW BRAUNFELS	1-800-644-4773	
CITY OF SCHERTZ PUBLIC WORKS DEPT		
GREEN VALLEY WATER DISTRICT		
SCHERTZ SEGUIN LOCAL GOV'T CORP	(830)-401-2409	
GREEN VALLEY TELEPHONE COMPANY		
GREEN VALLEY SPECIAL UTILITY DISTRICT	(831)_914_2330	

- 17. NO VALVES IN THE OWNER'S WATER DISTRIBUTION SYSTEM SHALL BE OPERATED BY THE CONTRACTOR WITHOUT PRIOR. PERMISSION OF THE OWNER. THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN A VALVE IS TO BE OPERATED AND SHALL ONLY OPERATE THE VALVE IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE. COORDINATE ALL SHUTDOWN OF MAINS FOR TIE-INS WITH OWNER 72 HOURS PRIOR TO WORK BEING COMPLETED. THE CONTRACTOR SHALL INSPECT THE MATERIALS FOR DEFECTS AT THE TIME THEY ARE UNLOADED, AND ANY MATERIALS FOUND DEFECTIVE SHALL BE REMOVED FROM THE SITE. ALL WATER WORKS MATERIAL OR SCRAP OF WHATEVER NATURE REMOVED BY THE CONTRACTOR IN THE COURSE OF THE WORK SHALL REMAIN THE PROPERTY OF THE OWNER. SALVAGED MATERIALS SHALL BE DELIVERED TO AND UNLOADED AT THE CITY PUBLIC WORKS DEPARTMENT BY THE CONTRACTOR UNDER OBSERVATION OF AND AT THE DIRECTION OF THE OWNER. ITEMS TOO HEAVY TO BE HANDLED MANUALLY WILL BE UNLOADED BY EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS UNTIL THEY HAVE BEEN TURNED IN TO THE OWNER AND UNTIL A RECEIPT FOR THEM HAS BEEN ISSUED BY THE OWNER.
- 18. NO TIE-IN SHALL BE MADE TO THE EXISTING UTILITY SYSTEM UNTIL ALL TEST RESULTS HAVE BEEN PROVIDED TO THE CITY AND ARE VERIFIED.
- 19. PRIOR TO TESTING, ANY CONNECTION TO THE CITY'S WATER SUPPLY SHALL BE THROUGH AN APPROVED AND TESTED BACKFLOW DEVICE.
- 20 PLUG EXISTING SEWER REFORE INSTALLING ANY NEW SEWER MAIN
- 21. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT EXISTING SANITARY SEWER LATERALS AND WATER SERVICES SHOWN IN PLANS. ANY REPAIRS TO BE MADE AT CONTRACTORS EXPENSE
- 22. PROVIDE BLUE PANTED "V" ETCHED IN CURB TO IDENTIFY VALVES. PROVIDE BLUE PANTED "X" ETCHED IN CURB TO IDENTIFY METER BOXES.
- 23. NEW WATER MAINS TO BE PVC C900 DR14. UNLESS OTHERWISE SHOWN IN PLANS AND APPROVED BY PUBLIC WORKS OR ENGINEERING HYDROSTATIC TESTING WILL BE PERFORMED UNDER THE SUPERVISION OF THE CITY INSPECTOR, PER STANDARD SPECIFICATION 02515 AT 200 PSI FOR 4 HOURS.
- 24. CONTRACTORS SHOULD USE HTH FOR DISINFECTION OF WATER LINES (NOT CHLORINE INJECTION) UNLESS APPROVED OTHERWISE PRIOR TO
- 25. NEW WATERLINES SHALL BE TIED INTO EXISTING WATER SYSTEM UNDER THE SUPERVISION OF CITY PERSONNEL NO LATER THAN 14 DAYS AFTER PASSING BACTERIOLOGICAL TESTS.
- 26. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT NO OVERFLOWS OR SPILLAGE OF SEWER OCCURS. SHOULD THIS OCCUR, THE CONTRACTOR
  - IDENTIFY THE SOURCE OF THE SPILL AND ATTEMPT TO ELIMINATE ANY ADDITIONAL SPILLAGE. NOTIFY THE CITY OF SCHERTZ PUBLIC WORKS. CONTAIN THE SPILL IN PLACE AND AVOID CONTAMNATION OF STREAMS.

  - DISINFECT THE AREA OF THE SPILL WITH A MIXTURE OF HTH CHLORINE AND WATER.
    ALL WORK SHALL BE DONE ACCORDING TO GUIDELINES SET BY THE TEXAS COMMISSION. ISSION ON ENVIRONMENTAL QUALITY AND THE CITY
- 27. CONTRACTOR TO PROVIDE NOTICE TO RESIDENTS OF SHUTDOWN OF MAIN. CONTRACTOR TO NOTIFY RESIDENTS OF WORK WITHIN THEIR PROPERTY AND OF THE RELOCATION OF METERS. ANY COMPLAINTS BY RESIDENTS ARE TO BE PASSED IMMEDIATELY TO THE CITY INSPECTOR OR TO THE MAIN PUBLIC WORKS OFFICE. TAKE APPROPRIATE MEASURES TO PROTECT EXISTING SANITARY SEWER LATERALS SHOWN IN PLANS. ANY
- 28. ABANDONED CUSTOMER LINES SHALL BE CAPPED OR PLUGGED AT THE PROPERTY LINE.
- 29. ASBESTOS PIPE REMOVAL AND DISPOSAL IS THE CONTRACTORS RESPONSIBILITY



#### **GENERAL NOTES - UTILITIES**

TECHNICAL SPECIFICATION SECTION

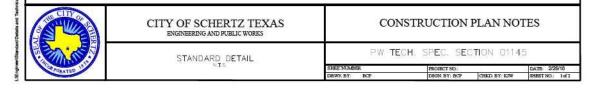
ENGINEERING AND PUBLIC WORKS

CITY OF SCHERTZ TEXAS

DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	SHEET NO.	
CHECKED: PD, KA	NO.	TEXAS				3
DRWN: AT, JG, AI, JB	STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	COMAL		0016	05	111, ETC

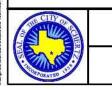
#### **GENERAL WATER NOTES**

- ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS PROJECT SHALL BE APPROVED BY THE CITY OF SCHERTZ AND COMPLY WITH THE FOLLOWING AS APPLICABLE:
  - a. CURRENT CITY OF SCHERTZ "UNIFIED DEVELOPMENT CODE"
  - b. CURRENT CITY OF SCHERTZ "PUBLIC WORKS SPECIFICATION MANUAL"
  - c. CURRENT TXDOT "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND DRAINAGE."
- 2. THE CONTRACTOR SHALL NOT PROCEED WITH ANY PIPE INSTALLATION WORK UNTIL THEY HAVE NOTIFIED CITY OF SCHERTZ PUBLIC WORKS WITH AT LEAST 3 WORKING DAYS (72 HOURS) NOTICE. ANY TIE-IN SHALL BE COORDINATED BY THE CONTRACTOR WITH PUBLIC WORKS.
- 3. THE LOCATIONS AND DEPTHS OF EXISTING UTILITIES, INCLUDING SERVICE LATERALS, AND DRAINAGE STRUCTURES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND DEPTHS OF UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION WHETHER SHOWN ON PLANS OR NOT, AND TO PROTECT THE SAME DURING CONSTRUCTION.
  - a. CITY OF SCHERTZ PUBLIC WORKS (210) 619-1800
  - b. TEXAS STATE WIDE ONE CALL 1-800-245-4545
  - c. CITY PUBLIC SERVICE 210-353-5952
  - d. SPECTRUM 866-874-2389
  - e. GUADALUPE VALLEY ELECTRIC CO. 210-658-7033
  - f. GREEN VALLEY WATER SUPPLY CORP. (830-914-2330)
  - g. SSLGC 830-401-2409
  - h. NEW BRAUNFELS UTILITY 830-606-2074
  - i. CANYON LAKE REGIONAL WATER AUTHORITY 830-609-0543
  - j. CENTER POINT 888-876-5786
  - k. SAN ANTONIO RIVER AUTHORITY (866-345-7272)
  - I. CCMA 210-658-6241
- 4. NO METER BOXES TO BE SET IN DRIVEWAYS. ANY METER BOXES SET IN DRIVEWAYS WILL BE RELOCATED AT THE CONTRACTOR'S AND / OR DEVELOPER'S EXPENSE.
- 5. 2", SCHEDULE 40, PVC CASING TO BE USED FOR ALL WATER SERVICE LINES BENEATH ROADWAYS.
- 6. CONTRACTORS SHOULD USE HTH GRANULAR FOR DISINFECTION OF WATER LINES (NOT CHLORINE INJECTION).



#### GENERAL WATER NOTES CON'T:

- 7. NEW WATERLINES SHALL BE TIED INTO EXISTING WATER SYSTEM UNDER THE SUPERVISION OF CITY PERSONNEL NO LATER THAN 14 DAYS AFTER PASSING BACTERIOLOGICAL TESTS.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ITS ORIGINAL OR BETTER CONDITION FROM DAMAGE DONE TO EXISTING FENCES, CURBS, STREETS, DRIVEWAYS, LANDSCAPING AND STRUCTURES PER SPECIFICATION 01740.
- 9. THE CONTRACTOR SHALL AVOID CUTTING ROOTS LARGER THAN ONE INCH IN DIAMETER WHEN EXCAVATING NEAR EXISTING TREES. EXCAVATION IN VICINITY OF TREES SHALL PROCEED WITH CAUTION. THE CONTRACTOR SHALL CONTACT THE CITY ARBORIST AND THE CITY OF SCHERTZ CONSTRUCTION INSPECTOR FOR GUIDANCE.
- 10. NO EXTRA PAYMENT SHALL BE ALLOWED FOR WORK CALLED FOR ON THE PLANS BUT NOT INCLUDED ON THE BID SCHEDULE. THIS INCIDENTAL WORK WILL BE REQUIRED AND SHALL BE INCLUDED UNDER THE PAY ITEM TO WHICH IT RELATES.
- 11. THE DEVELOPER DEDICATES THE WATERMAINS UPON COMPLETION BY THE DEVELOPER AND ACCEPTANCE BY THE CITY OF SCHERTZ. THE CITY OF SCHERTZ WILL OWN AND MAINTAIN SAID WATER MAINS WHICH ARE LOCATED WITHIN THIS PARTICULAR SUBDIVISION (AS APPLICABLE).
- 12. THE CONTRACTOR AND/OR THE CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN GEOTECHNICAL/ SAFETY/ EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITE(S) WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATIONS.
- 13. WORK COMPLETED BY THE CONTRACTOR WHICH HAS NOT RECEIVED A WORK ORDER OR THE NOTICE TO PROCEED WITH THE CITY OF SCHERTZ CONSTRUCTION INSPECTOR WILL BE SUBJECT TO REMOVAL AND REPLACEMENT BY AND AT THE EXPENSE OF THE CONTRACTOR
- 14. THE CONTRACTOR WILL KEEP THE AREA ON TOP OF AND AROUND THE METER BOX FREE OF ALL OBJECTS AND DEBRIS



CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

CONSTRUCTION PLAN NOTES

STANDARD DETAIL

PW TECH. SPEC. SECTION 01145

SHEETINLABER PROJECT NO. DATE: 2/25/18
CRIVAL BY: BCP DOON BY: BCP CHICL BY: KJW SHEET NO. 24/2

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CITY OF SCHERTZ TEXAS

ENGINEERING AND PUBLIC WORKS

SEWER RELOCATION PROJECT

DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	SHEET NO.	
CHECKED: PD, KA	NO.	TEXAS				4
DRWN: AT, JG, AI, JB	STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	COMAL		0016	05	111, ETC

- 2) CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION.
- 3) CONTRACTOR TO PLAN AND PERFORM HIS WORK IN A MANNER THAT WILL PERMIT SAFE PUBLIC TRAFFIC MOVEMENT ON ALL STREETS AND DRIVEWAYS AFFECTED BY CONSTRUCTION OF UTILITIES.
- 4) CONTRACTOR SHALL PROVIDE PROTECTIVE DEVICES SUCH AS SIGNS, LIGHTS, AND SIGNALS FOR THE SAFETY OF THE PUBLIC AND WORKERS. AS REQUIRED.
- 5) CONTRACTOR TO BE RESPONSIBLE FOR PROTECTION AND/OR SAFETY OF THE WORK SITE, WORKERS, SUBCONTRACTORS, MATERIALS AND/OR EQUIPMENT.
- 6) ALL DIMENSIONS ARE BASED ON PROPOSED ROADWAY CENTER LINE UNLESS SHOWN OR OTHERWISE NOTED.
- 7) CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH OWNER FOR ALL CITY, STATE, AND FEDERAL PERMITS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 8) ANY DAMAGE TO EXISTING PAVEMENT, DRAINAGE OR EXISTING STRUCTURES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITION AT NO ADDITIONAL EXPENSE TO THE OWNER
- 9) \*THESE PLANS, PREPARED BY HALFF DO NOT EXTEND TO OR INCLUDE DESIGN OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF HALFF REGISTERED PROFESSIONAL ENGINEER (S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THESE PLANS. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY THE HOUSE BILLS 622 AND 665 ENACTED BY THE TEXAS LEGISLATURE IN THE 70-TH LEGISLATURE REGULAR SESSION.\*
- 10) CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. NOTIFY TEXAS ONE CALL FOR UTILITY LOCATIONS PRIOR TO ANY AND ALL EXCAVATIONS.
- 11) CONTRACTOR TO COORDINATE WITH THE CITY OF SCHERTZ ON WORK SCHEDULES, TESTING, GENERAL INSPECTION.
- 12) CONTRACTOR TO EXERCISE CAUTION WHEN WORKING NEAR EXISTING FACILITIES AND/OR UTILITIES.
- 13) INFORMATION ON EXISTING UTILITIES IS FROM BEST AVAILABLE INFORMATION OF RECORD AND SPOT FIELD LOCATIONS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION AND LOCATION OF THESE UNDERGROUND UTILITIES AS REQUIRED PRIOR TO CONSTRUCTION.
- 14) ALL EXCESS EARTHEN MATERIAL SHALL BE DISPOSED OFFSITE IN A LEGAL MANNER AT THE CONTRACTORS EXPENSE.
- 15) UPON COMPLETION OF CONSTRUCTION CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS.
- 16) CONCRETE NOTES:
- A) ALL CONCRETE WORK TO BE FORMED, UNLESS OTHERWISE APPROVED.
  B) ALL CONCRETE TO BE 3000-PSI MINIMUM AT 28 DAYS, UNLESS OTHERWISE SHOWN. STRENGTH TO BE DETERMINED BY CYLINDER BREAK TEST.
  C) ALL REINFORCING STEEL TO BE ASTM A-615, GRADE 60, UNLESS OTHERWISE SHOWN.
- D) ALL EXPOSED CONCRETE WORK TO BE CHAMFERED.
- 17) DEMOLITION, REMOVAL & DISPOSAL OF ALL EXCESS CONCRETE, RUBBLE, WATER OR SEWER STRUCTURES, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
- 18) DEWATERING, IF NECESSARY, SHALL BE SUBSIDIARY TO COST PIPE.

#### WASTEWATER COLLECTION LINE CONSTRUCTION NOTES:

- 1) ALL PROPOSED SEWER LINES WILL BE SDR 26 PIPE MATERIAL (UNLESS OTHERWISE NOTED).
- 2) CONTRACTOR TO PROVIDE DEFLECTION TEST IN ACCORDANCE WITH TCEO CHAPTER 217.57 (b). MANDREL TO BE PULLED IN BOTH DIRECTIONS.
- 3) CONTRACTOR TO PROVIDE LOW PRESSURE AIR TEST IN ACCORDANCE WITH TCEQ CHAPTER 217.57 (a), (1). 30 DAYS AFTER INSTALLATION. NO WATER TEST ALLOWED.
- 4) CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING UTILITIES & FACILITIES PRIOR TO CONSTRUCTION.
- 5) ALL CROSSING OF WASTEWATER COLLECTION LINES AND WATERLINES CONSTRUCTED IN ACCORDANCE WITH TCEO REGULATIONS CHAPTER 290 AND 217.
- 6) CONTRACTOR TO PROVIDE LEAKAGE TEST FOR MANHOLE IN ACCORDANCE WITH TCEQ CHAPTER 217.58 (a), (b) OF THE STATE WASTEWATER CODE NO WATER TEST ALLOWED.

- 7) ALL WASTEWATER CONSTRUCTION SHALL BE IN COMPLIANCE WITH TCEQ REGULATIONS 217
- 8) ALL TESTING OF PIPE AND MANHOLES SHALL BE SUBSIDIARY TO COST OF PIPE.
- 9) POST CONSTRUCTION VIDEOS SHALL BE SUBSIDIARY TO COST OF PIPE.
- 10) CONTRACTOR TO SUBMIT A SEWER BYPASS PLAN, SIGNED AND SEALED BY A LICENSED ENGINEER IN TEXAS PRIOR TO CONSTRUCTION OF ANY SEWER IMPROVEMENTS.
- 11) THE VALVE BOX SHALL BE PLACED IN SUCH A MANNER TO PREVENT SHOCK OR STRESS BEING TRANSMITTED TO THE VALVE.
- 12) ALL VALVES SHALL HAVE OPERATIONAL NUT WITHIN SIX FEET OF FINISH ELEVATION.
- 13) THE CONTRACTOR SHALL INSTALL FULLY ADJUSTABLE VALVE BOX AND VALVE KEY EXTENSION SYSTEMS, ON ALL VALVES LOCATED BETWEEN 6 FEET AND 13 FEET.
- 14) ADJUSTABLE VALVE BOX AND VALVE KEY EXTENSION SYSTEMS SHALL BE CENTERED OVER THE VALVE'S OPERATING NUT WITH THE BOX COVER FLUSH WITH THE FINISHED PAVEMENT SURFACE OR LOCATED AT ANOTHER LEVEL AS DIRECTED BY THE ENGINEER.
- 15) VALVE BOXES LOCATED IN STREETS OR OTHER AREA SUBJECT TO VEHICULAR TRAFFIC SHALL BE PROVIDED WITH CONCRETE COLLARS AS SHOWN IN THESE STANDARD DRAWINGS.
- 16) COLLARS AROUND SUCH VALVE BOXES SHALL BE FORMED AND FINISHED OFF NEATLY AND IN A SOUND WORKMANLIKE MANNER.
- 17) ALL VALVES OUTSIDE OF PAVEMENT AREA MAYBE SUBJECT TO VALVE MARKER AT THE DIRECTION OF THE INSPECTOR AT NO ADDITIONAL PAYMENT.
- 18) IN HIGH PRESSURE ZONES, ALL VALVES 6 INCHES AND LARGER SHALL BE SUPPORTED ON A CONCRETE PAD IN ACCORDANCE WITH STANDARD DRAWINGS DD-828 SERIES.
- 19) CONTRACTOR WILL USE FITTINGS TO RAISE RAISE FIRE HYDRANT LEAD TO MINIMUM DEPTH OF 5 FEET BETWEEN THE TEE CONNECTION AND THE FIRE HYDRANT GATE VALVES.

#### SPECIAL NOTES (PAY ITEMS):

- 1) ALL MATERIALS CALLED OUT ON PLANS TO BE SALVAGED SHALL BE A NO SEPARATE PAY ITEM (NSPI)
- 2) TESTING OF SEWER ELEMENTS SHALL BE SUBSIDIARY TO THE COST OF THE ITEM. TESTING SHALL BE A NO SEPARATE PAY ITEM.
- 3) SEWER BYPASS PUMPING SHALL BE SUBSIDIARY TO COST OF SEWER INSTALLATION. NO SEPARATE PAY ITEM.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NOAH S. SHAFFER, PE No. 107722, ON 11-18-2024. ALTERATION OF A SEALEDDOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT. THE RECORD COPY OF THE DRAWING IS ON FILE AT THE OFFICES OF HALFF ASSOCIATES, INC. 100 N.E. LOOP 410 SUITE. 701 SAN ANTONIO, TEXAS 78216. TBPELS FIRM #F-312.

#### CITY OF SCHERTZ TEXAS

ENGINEERING AND PUBLIC WORKS

IH-35NEX SEWER RELOCATION PROJECT



	FED. RD. DIV. NO.	STATE		PROJECT	SHEET NO.	
HECKED: PD, KA	NO.	TEXAS				5
RWN: AT, JG, I, JB	STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.
HECKED: PD, KA	SAT	СОМА	L	0016	05	111, ETC

**SANITARY SEWER SUMMARY** 

		02081	02082	02221	02221	02221	02221	02221	02222	02222	02260	02448	02448	02448	02448	02506	02506
SHEET	LOCATION	SANITARY SEWER INTERNAL DROP MANHOLE (5' DIA.)	SANITARY SEWER MANHOLE (5' DIA.)	REMOVE SANITARY FORCE MAIN (4")	REMOVE SANITARY FORCE MAIN (14")	REMOVE SANITARY SEWER MAIN (8")	REMOVE SANITARY SEWER MAIN (10")	REMOVE SANITARY SEWER MANHOLE	ABANDON SANITARY SEWER MAIN (8")	ABANDON SANITARY SEWER MAIN (16")	TRENCH EXCAVATION SAFETY PROTECTION	8" CARRIER PIPE (PVC)	24" STEEL CASING (SEWER)	30" STEEL CASING (SEWER)	JACKING, BORING OR TUNNELING PIPE	8" PVC SANITARY SEWER LINE	10" PVC SANITARY SEWER LINE
		EA	EA	LF	LF	LF	LF	EA	EA	EA	EA	LF	LF	LF	LF	LF	LF
SANITAF	RY SEWER PLAN & PROFILE SHEETS																
12 OF 28	SEWER CROSSING P&P 01S		3					2	375		90	303	303		303	90	
13 OF 28	SEWER CROSSING P&P 01N									378	94			328	328		
14 OF 28	SEWER CROSSING P&P 02S		1					2	370		234	274	274		274	234	
15 OF 28	STA 3978+55 TO STA 3983+55		1			194		1			191	25	25			191	
16 OF 28	STA 4038+37 TO STA 4039+46	1		460							114						99
17 OF 28	STA 4133+83 TO STA 4138+83						31	1			34						34
18 OF 28	STA 4138+83 TO STA 4143+83		1				500	2			500						500
19 OF 28	STA 4143+83 TO STA 4148+83		1				500	1			500						500
20 OF 28	STA 4148+83 TO STA 4153+83		1				19	1			30						30
21 OF 28	STA 4143+83 TO STA 4148+83				262						256						
22 OF 28	STA 4148+83 TO STA 4153+83				338						346		20				
	PROJECT TOTALS	1	8	460	600	194	1,050	10	745	378	2,389	602	622	328	905	515	1,163



CITY OF SCHERTZ TEXAS

ENGINEERING AND PUBLIC WORKS

IH-35NEX

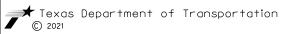
SEWER

RELOCATION

PROJECT



QUANTITY SUMMARY Ø1



DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		SHEET NO.		
CHECKED: PD, KA	NO.	TEXAS				6
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	COUNTY		SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	COMAL		0016	05	111, ETC

SANITARY SFWFR SI	IMM	ΔRY
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		02506	02524	02532	02532	02532	02532	02534	02534	03300	03315	SP 7299	SP XXXX
SHEET	LOCATION	12" PVC SANITARY SEWER LINE	1" AIR RELEASE AND VACUUM RELIEF VALVE	16" CARRIER PIPE (HDPE) FORCE MAIN	14" CARRIER PIPE (HDPE) FORCE MAIN	14" HDPE SANITARY SEWER FORCE MAIN	16" HDPE SANITARY SEWER FORCE MAIN	SANITARY SEWER SERVICE STUB	SANITARY SEWER RECONNECTI ONS	CAST-IN-PLACE SANITARY SEWER MANHOLE (5' DIA.)	EXTRA DEPTH MANHOLES (> 6') (5' DIA.) (VERTICAL FEET)		LIFT STATION ABANDONMEN T
		LF	EA	LF	LF	LF	LF	EA	EA	EA	VF	LF	EA
SANITA	ARY SEWER PLAN & PROFILE SHEETS												
12 OF 28	SEWER CROSSING P&P 01S										11	47	
13 OF 28	SEWER CROSSING P&P 01N			328			94		2				
14 OF 28	SEWER CROSSING P&P 02S									2	11		
15 OF 28	STA 3978+55 TO STA 3983+55									1	4		
16 OF 28	STA 4038+37 TO STA 4039+46	15						1	1				1
17 OF 28	STA 4133+83 TO STA 4138+83									1			
18 OF 28	STA 4138+83 TO STA 4143+83												
19 OF 28	STA 4143+83 TO STA 4148+83										1		
20 OF 28	STA 4148+83 TO STA 4153+83									1			
21 OF 28	STA 4143+83 TO STA 4148+83		1			256			1				
22 OF 28	STA 4148+83 TO STA 4153+83		1		20	346			1				
	PROJECT TOTALS	15	2	328	20	602	94	1	5	5	27	47	1



CITY OF SCHERTZ TEXAS
ENGINEERING AND PUBLIC WORKS

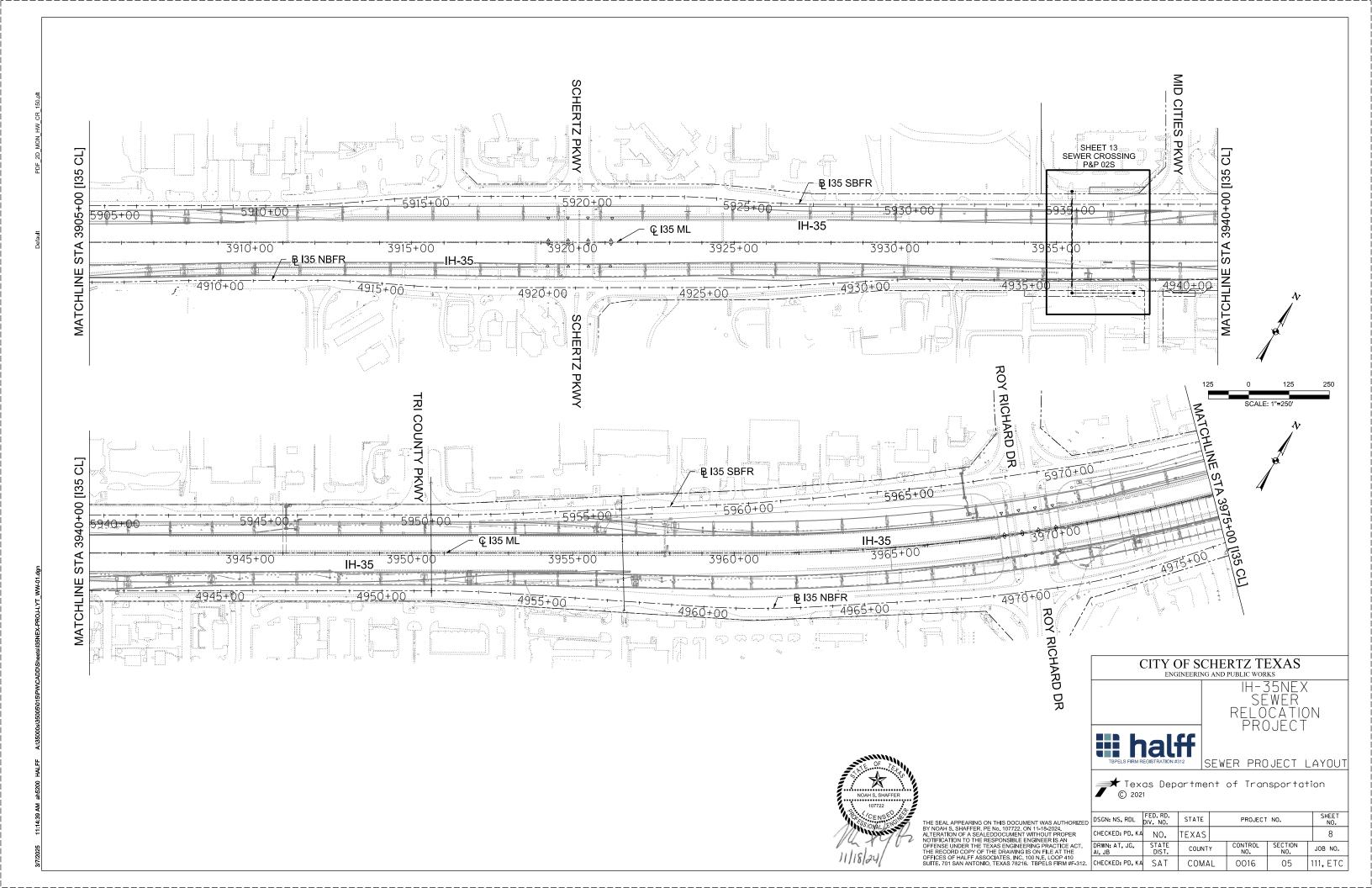
IH-35NEX
SEWER
RELOCATION
PROJECT

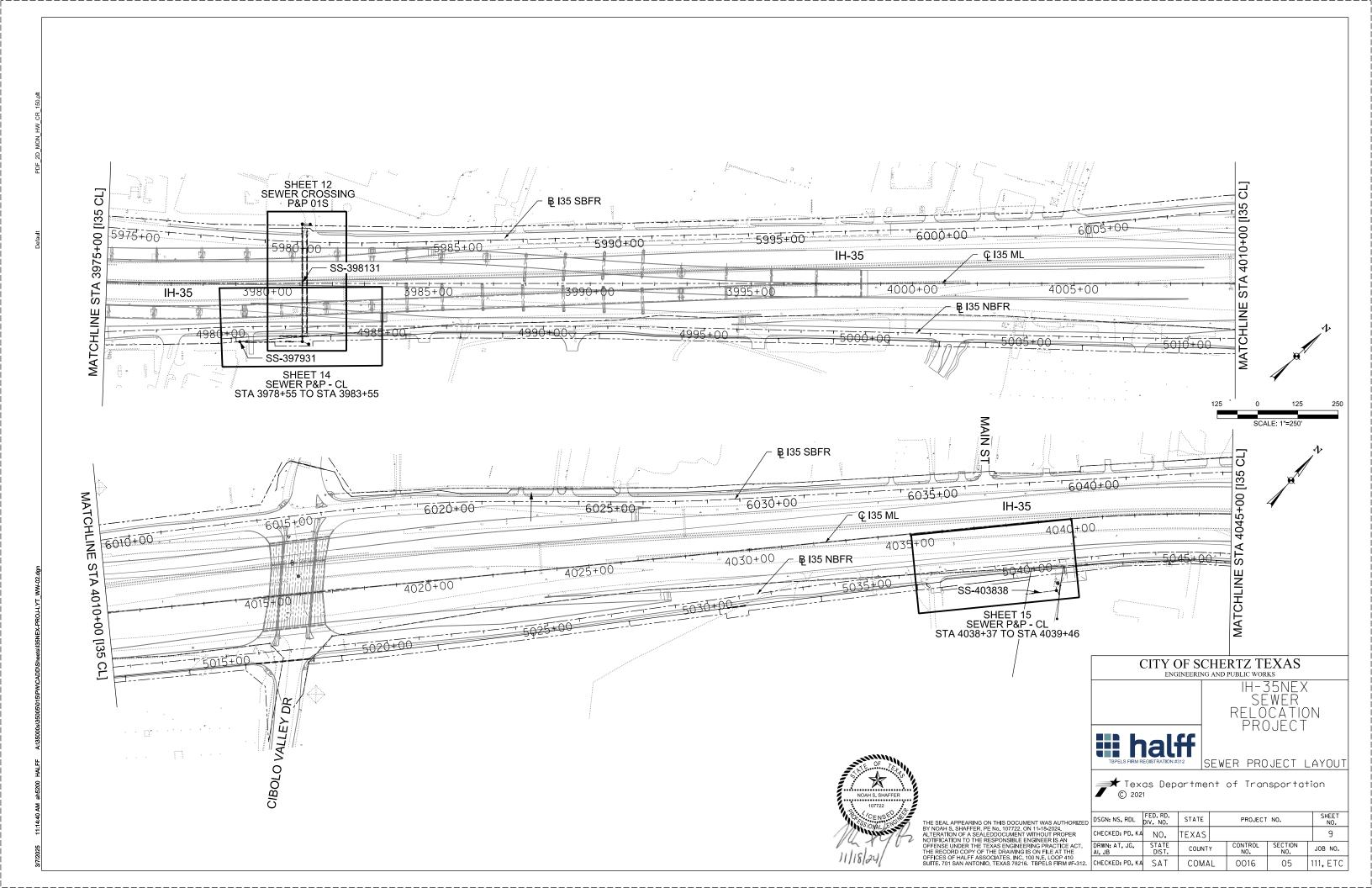


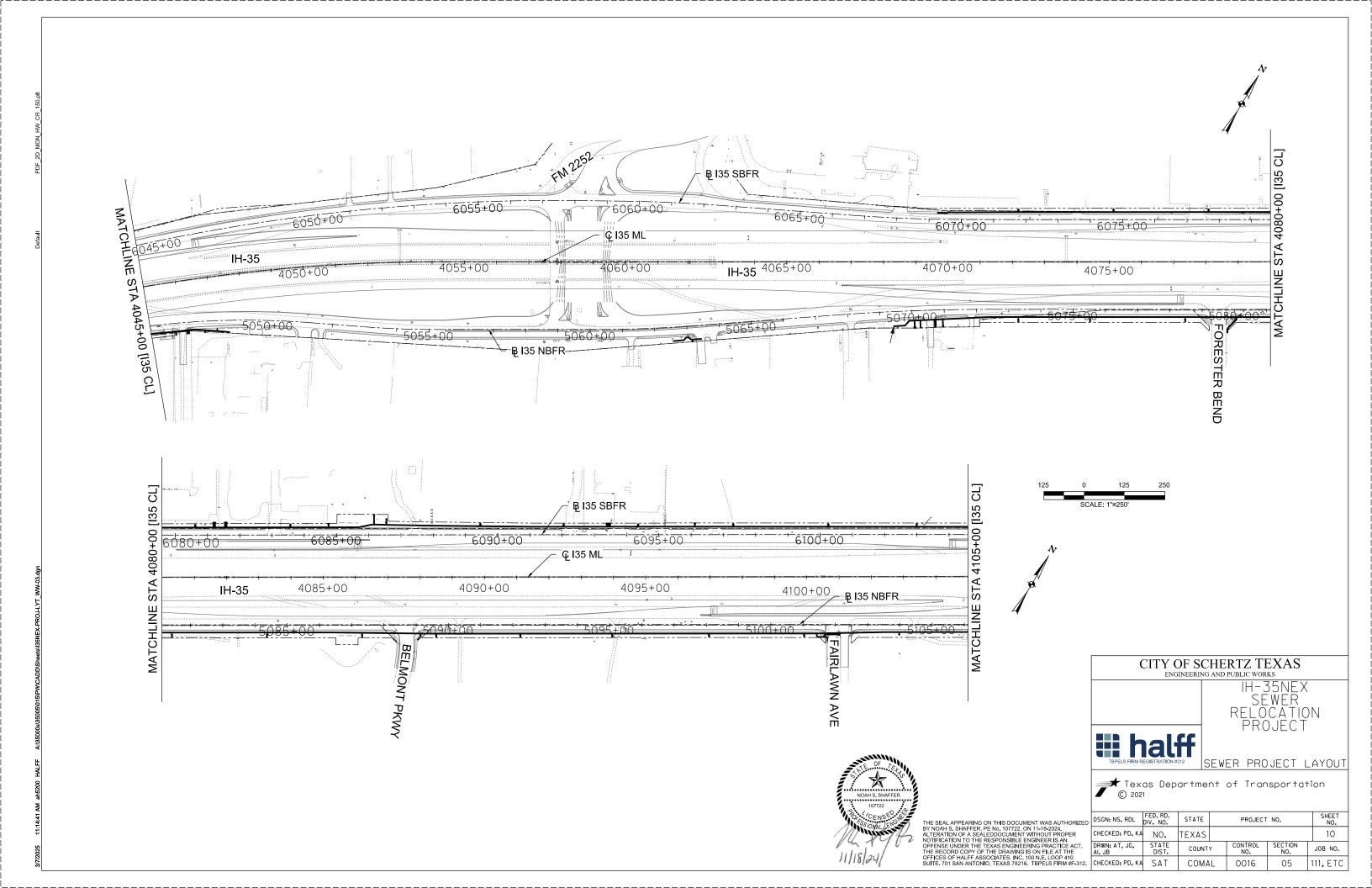
QUANTITY SUMMARY 02

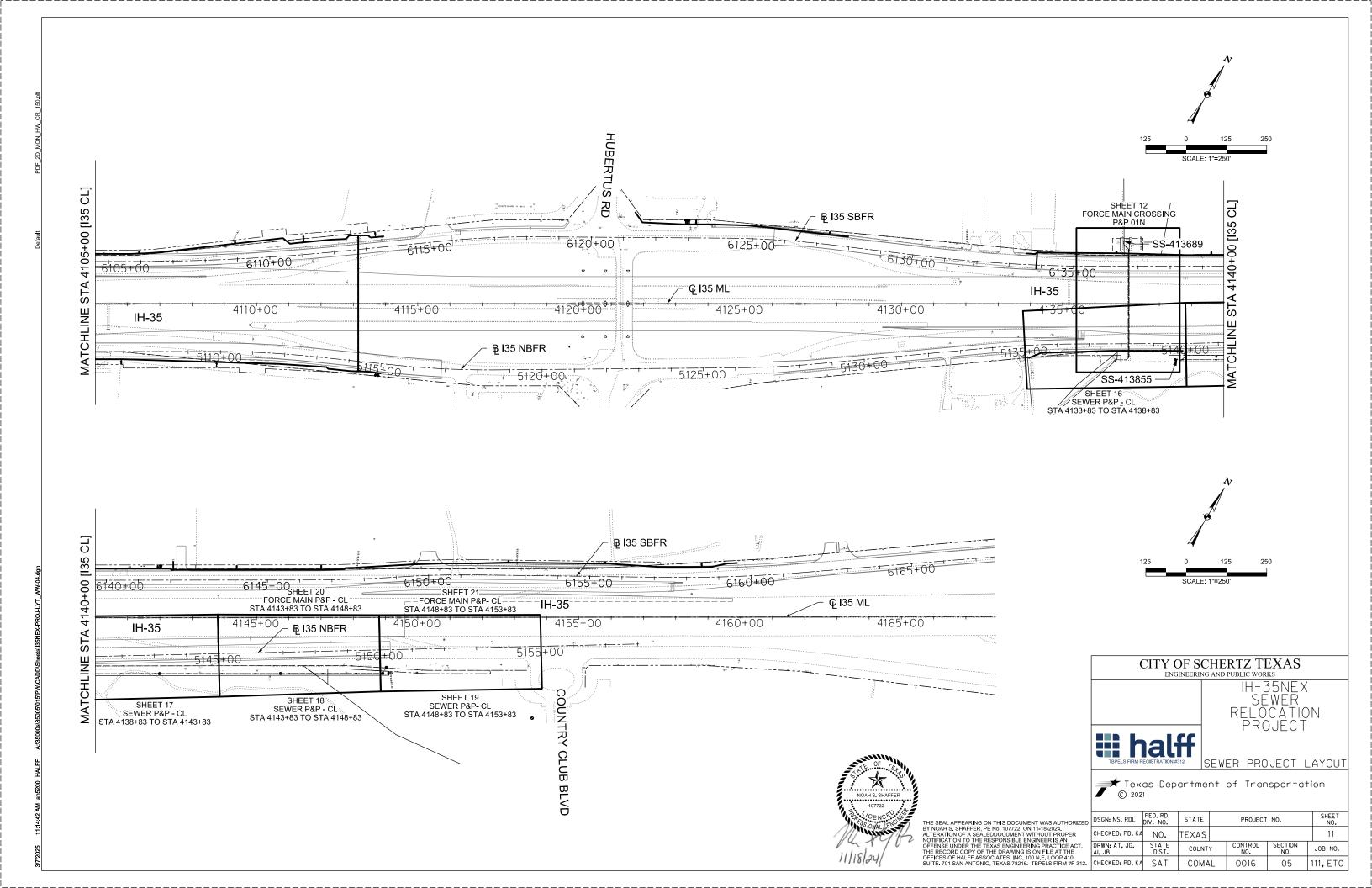


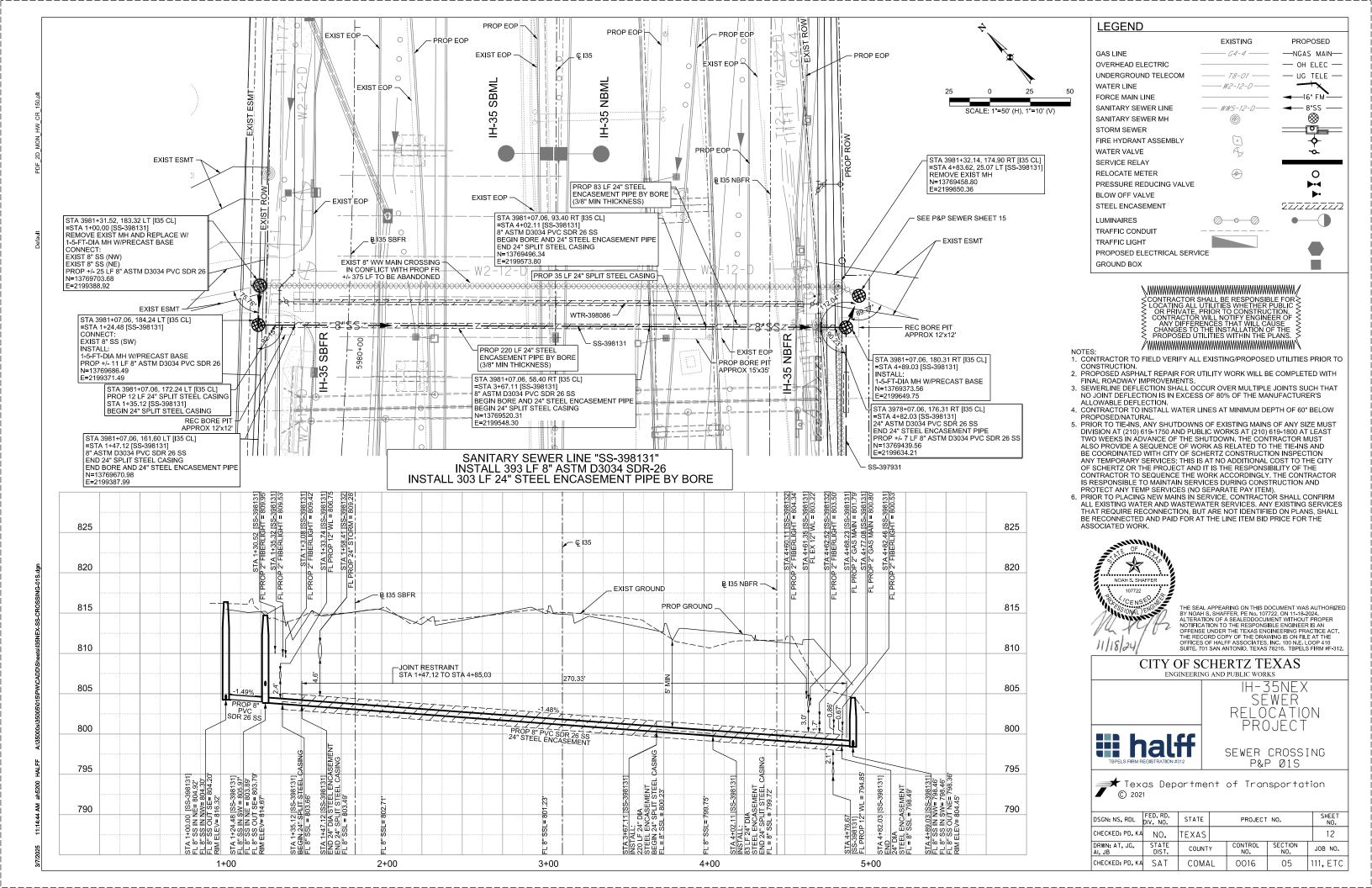
DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	SHEET NO.	
CHECKED: PD, KA	NO.	TEXAS				7
DRWN: AT, JG, AI, JB	STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	COMAL		0016	05	111, ETC

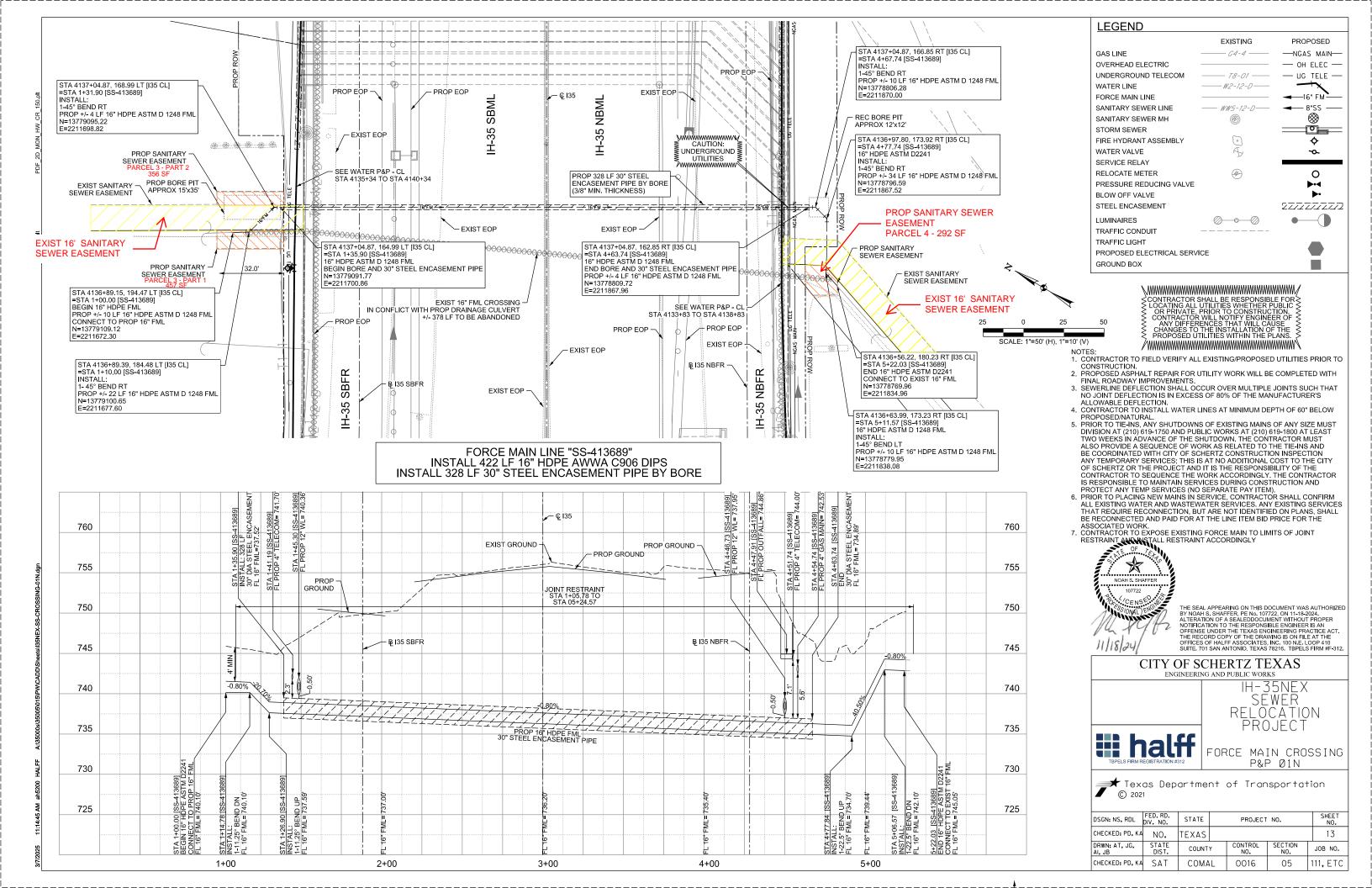


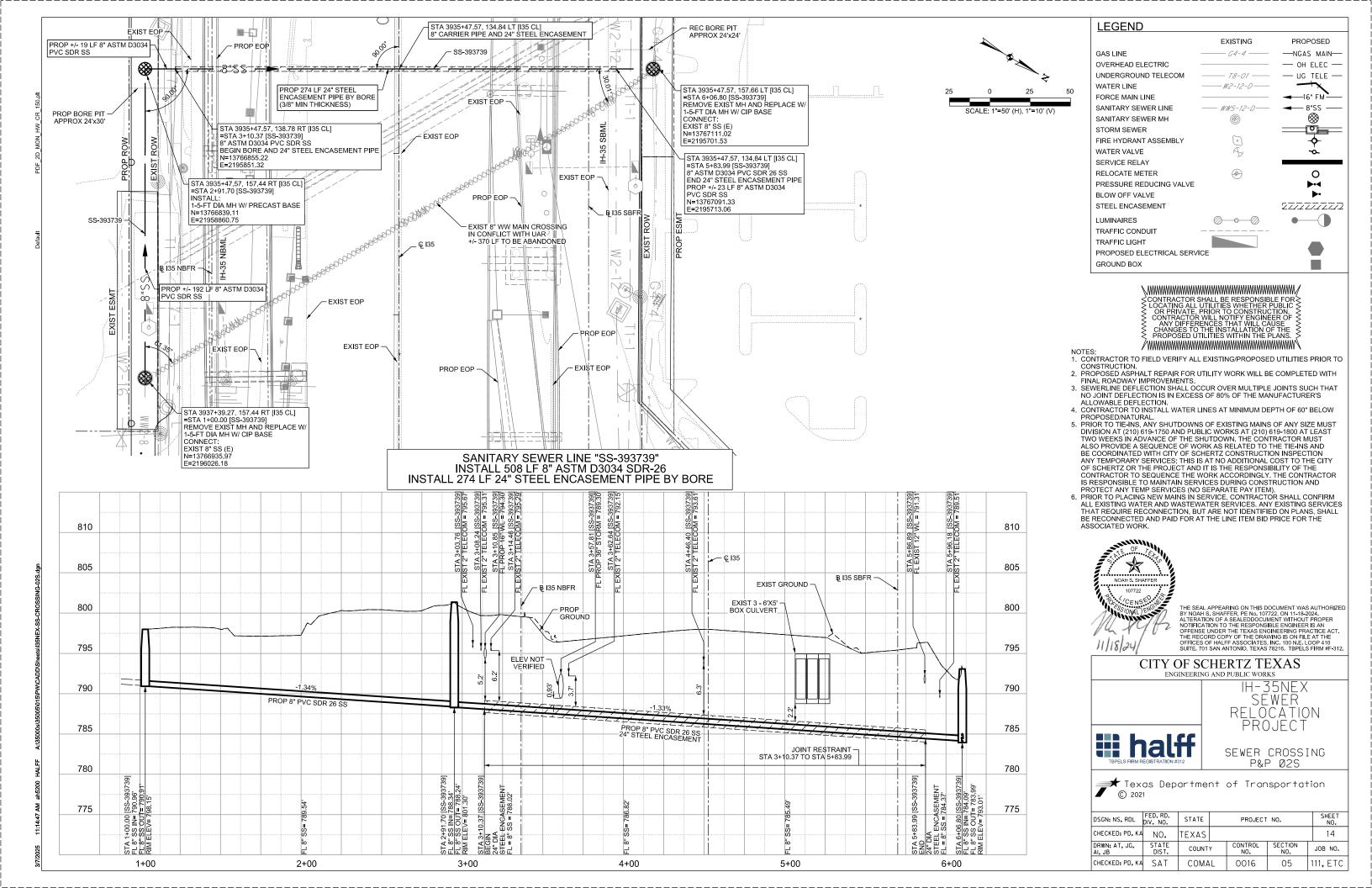


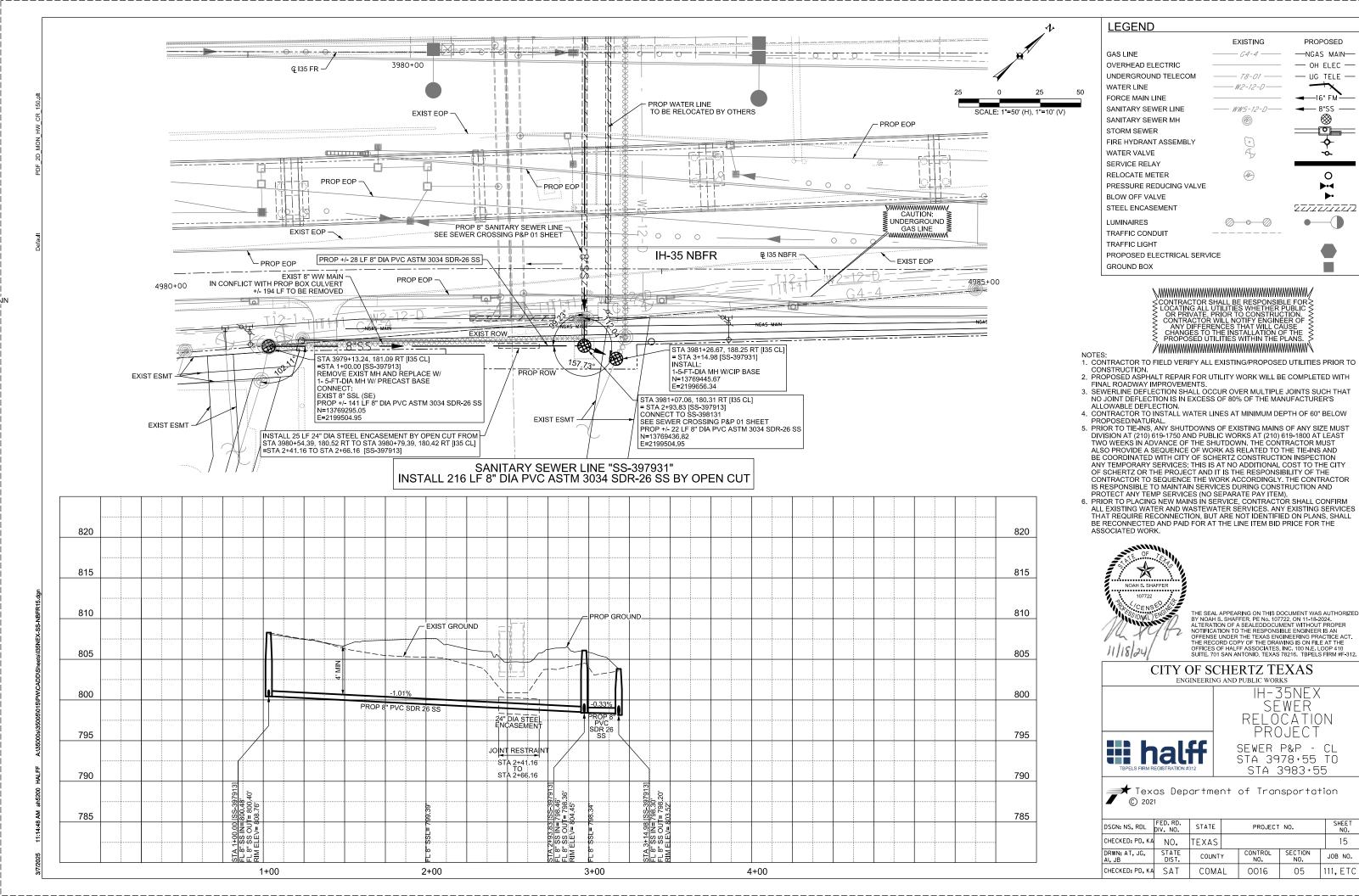


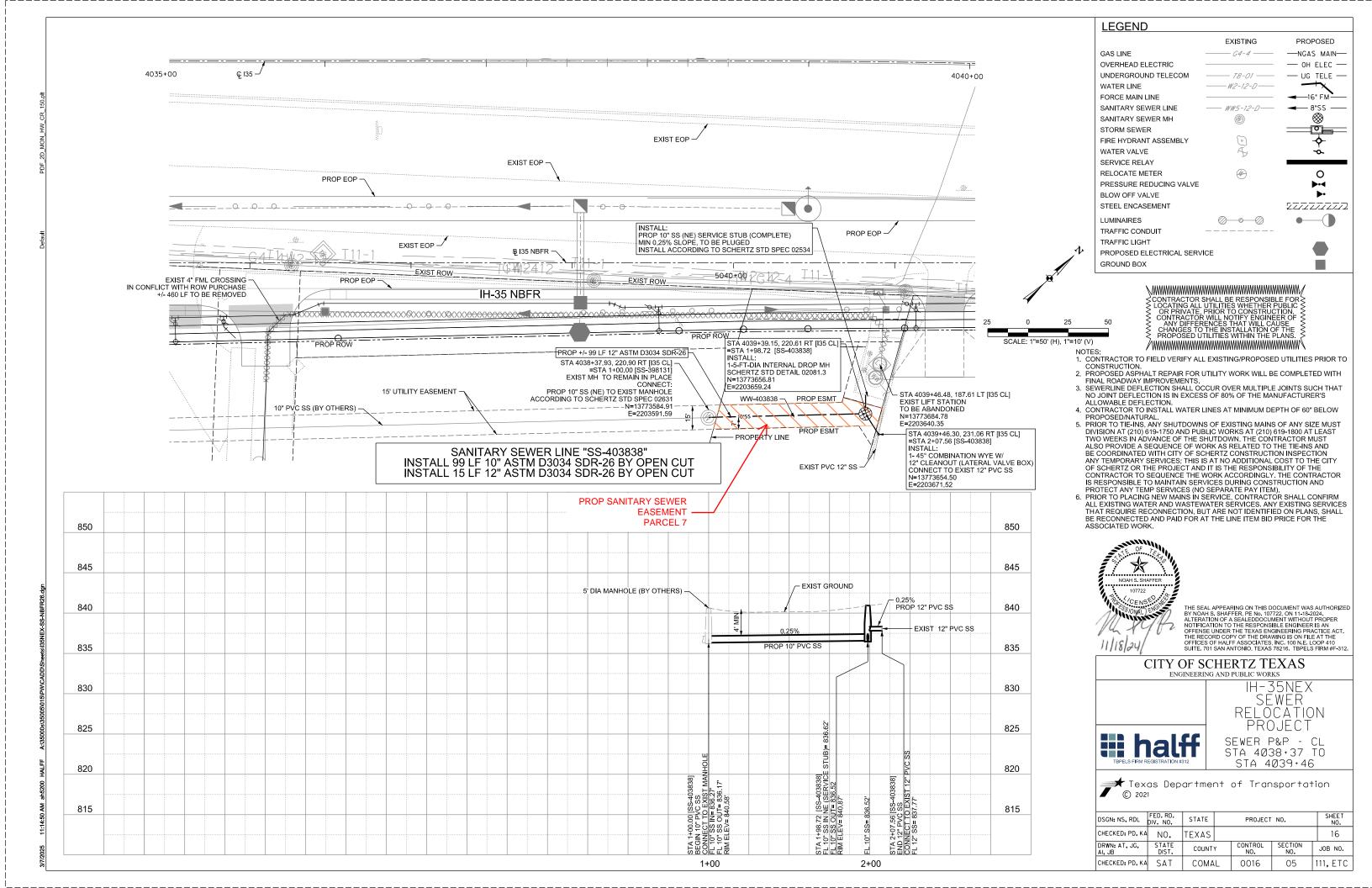


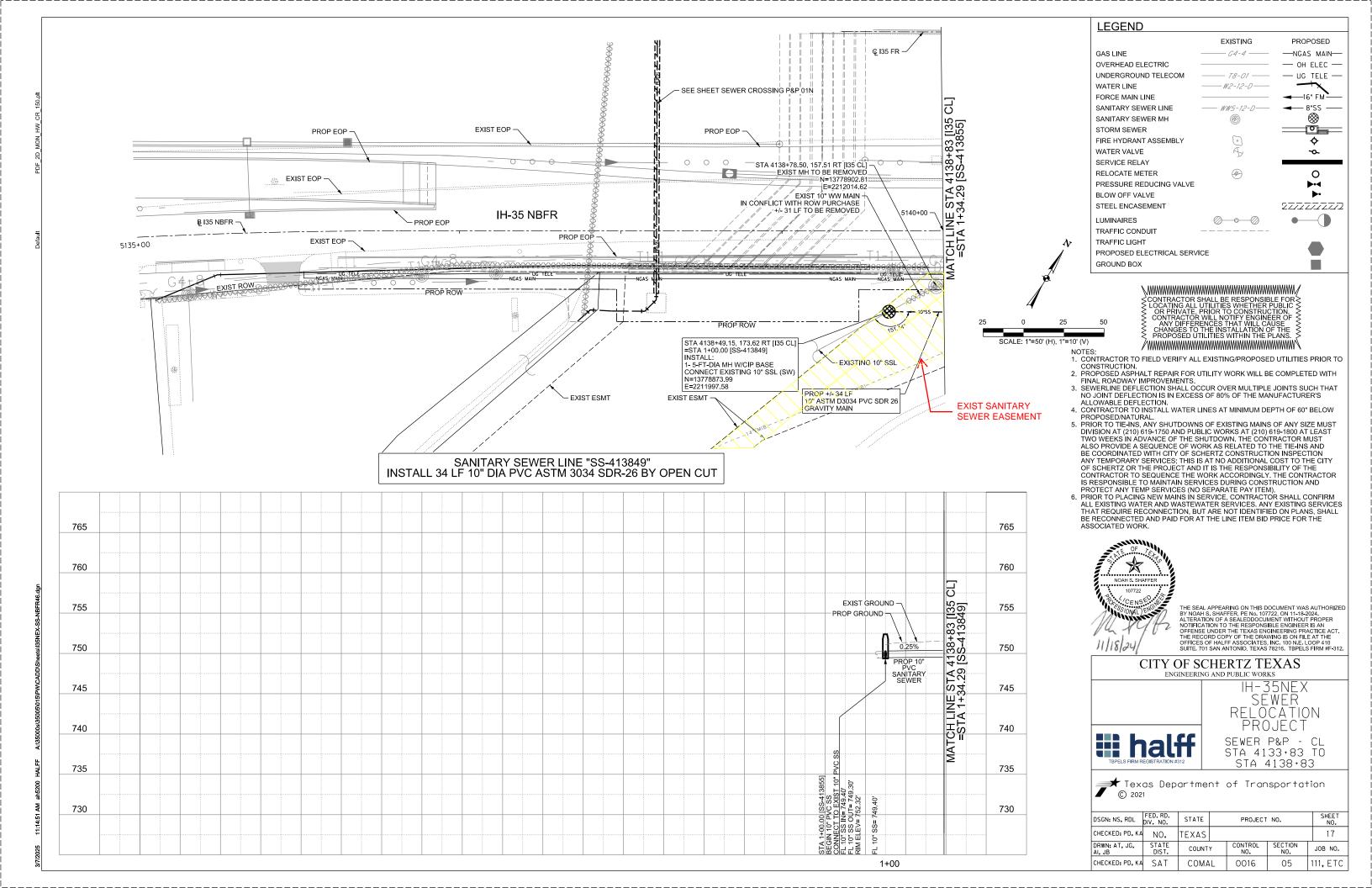


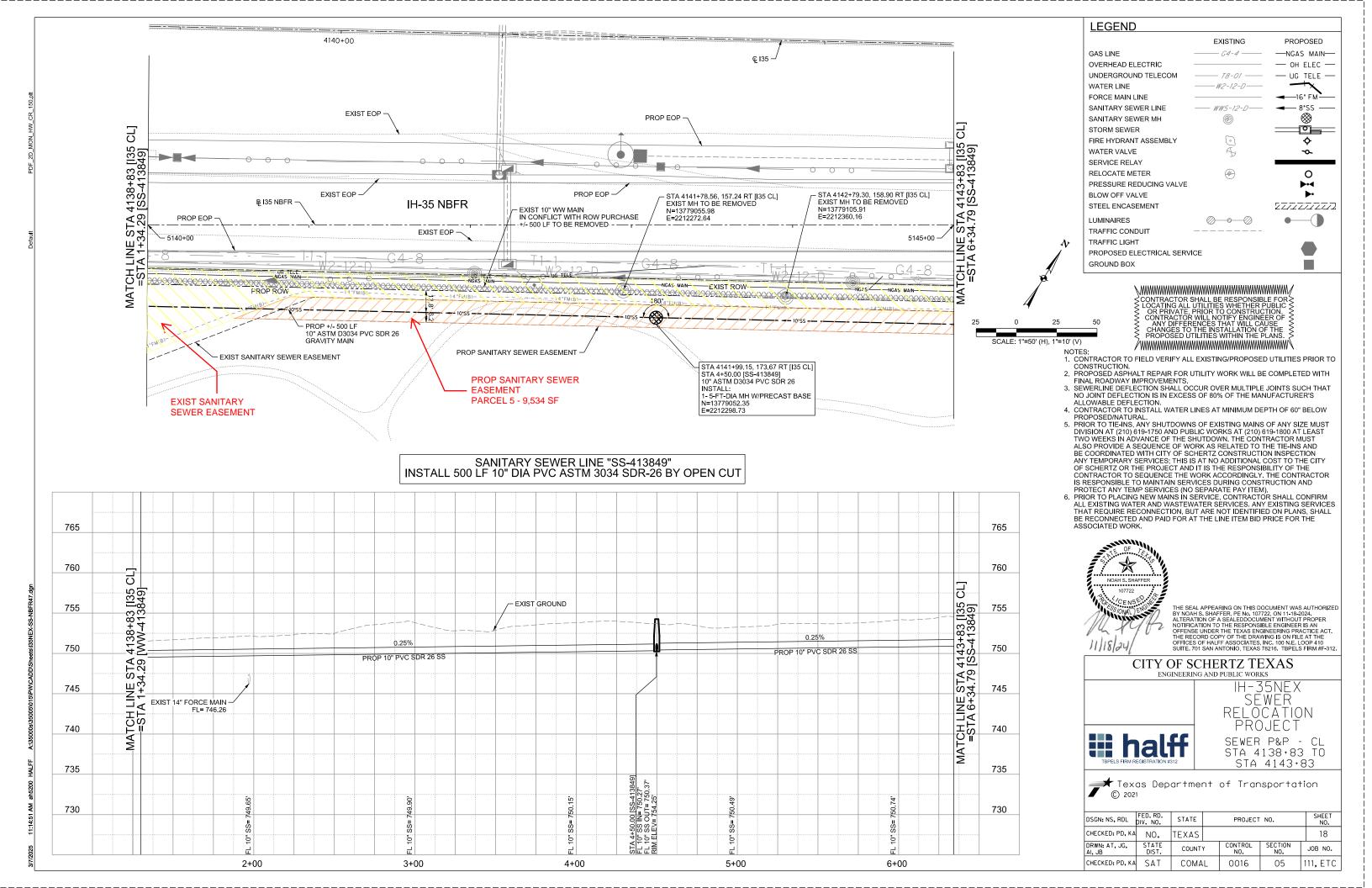


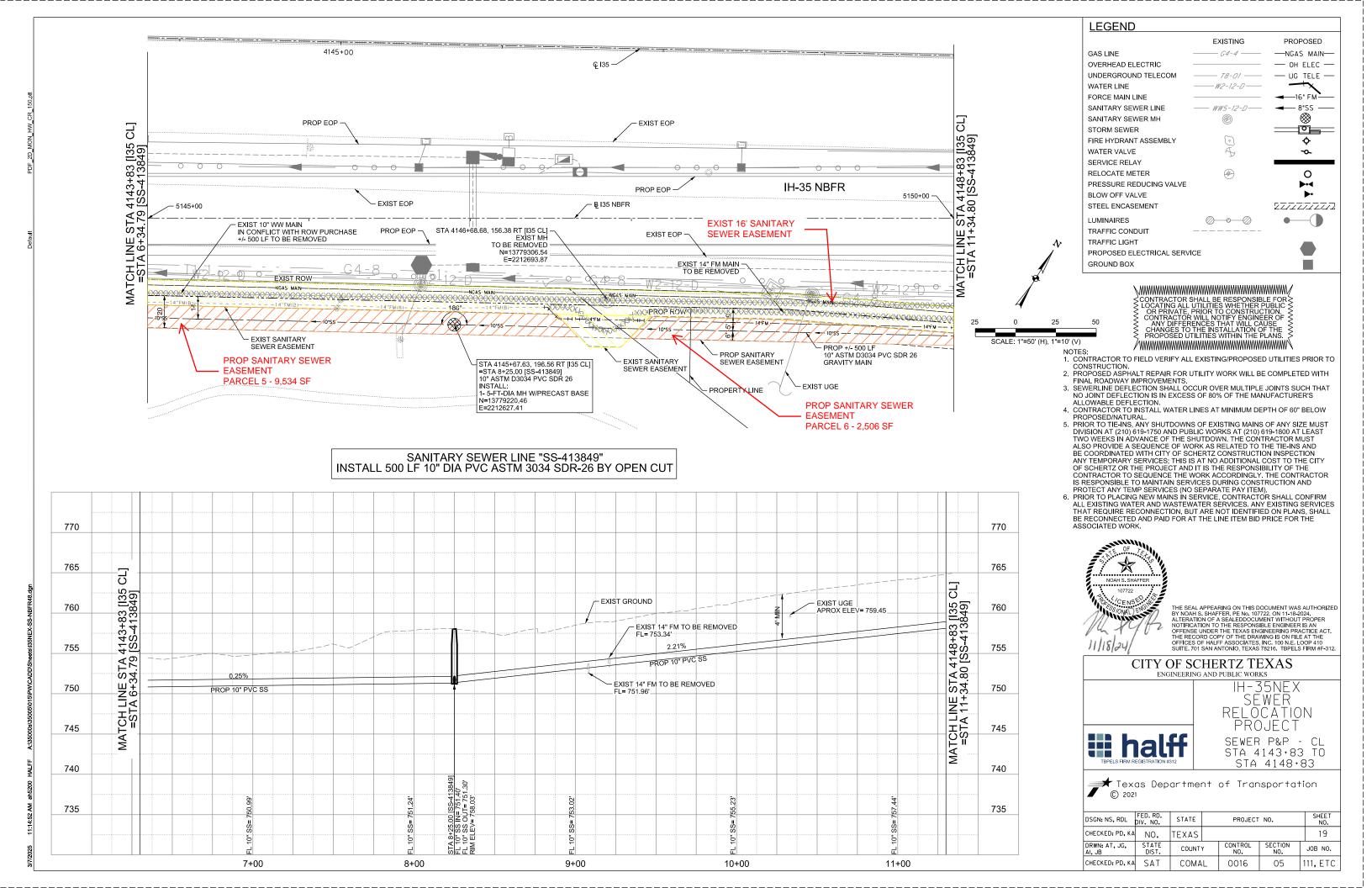


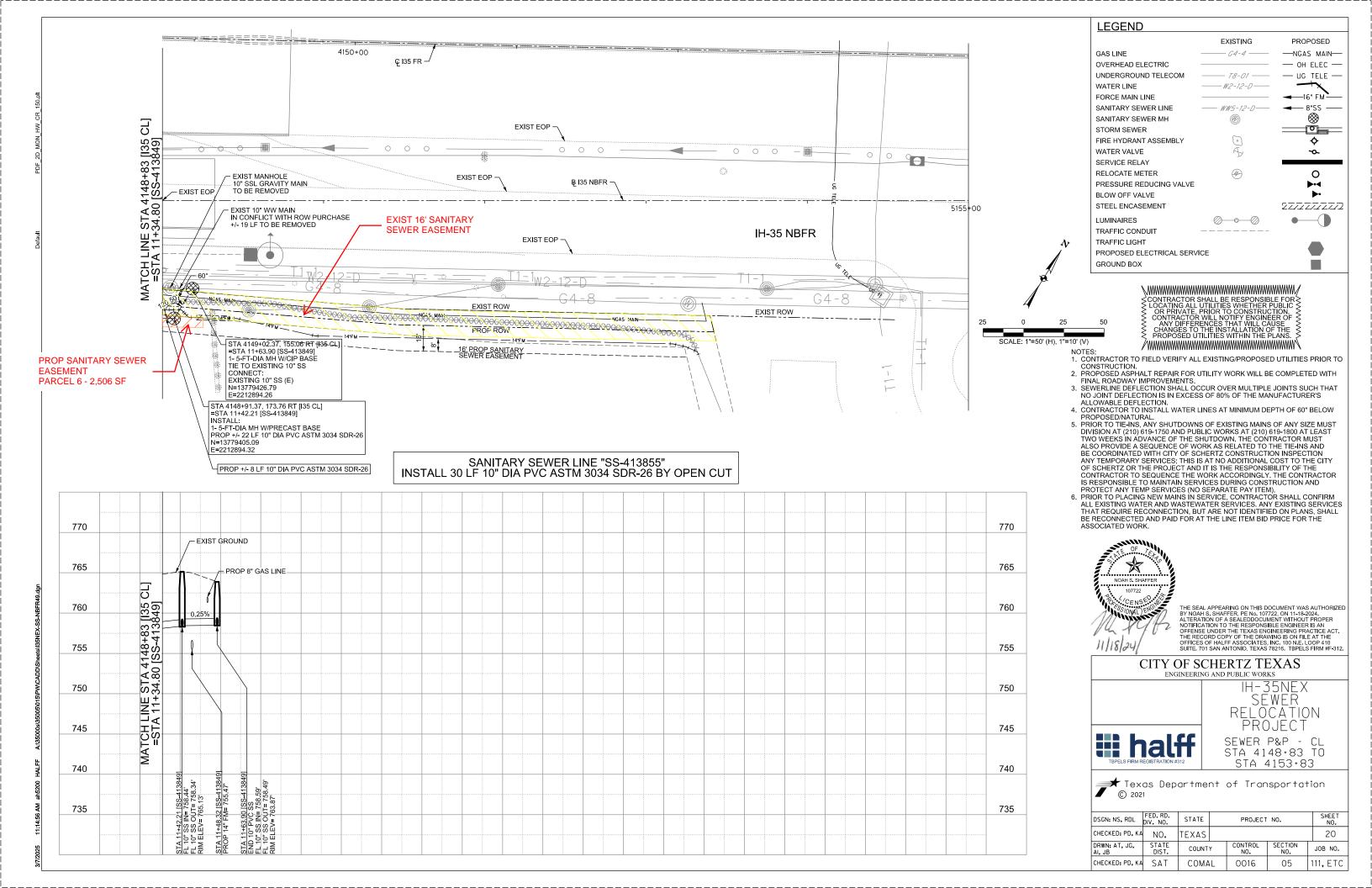


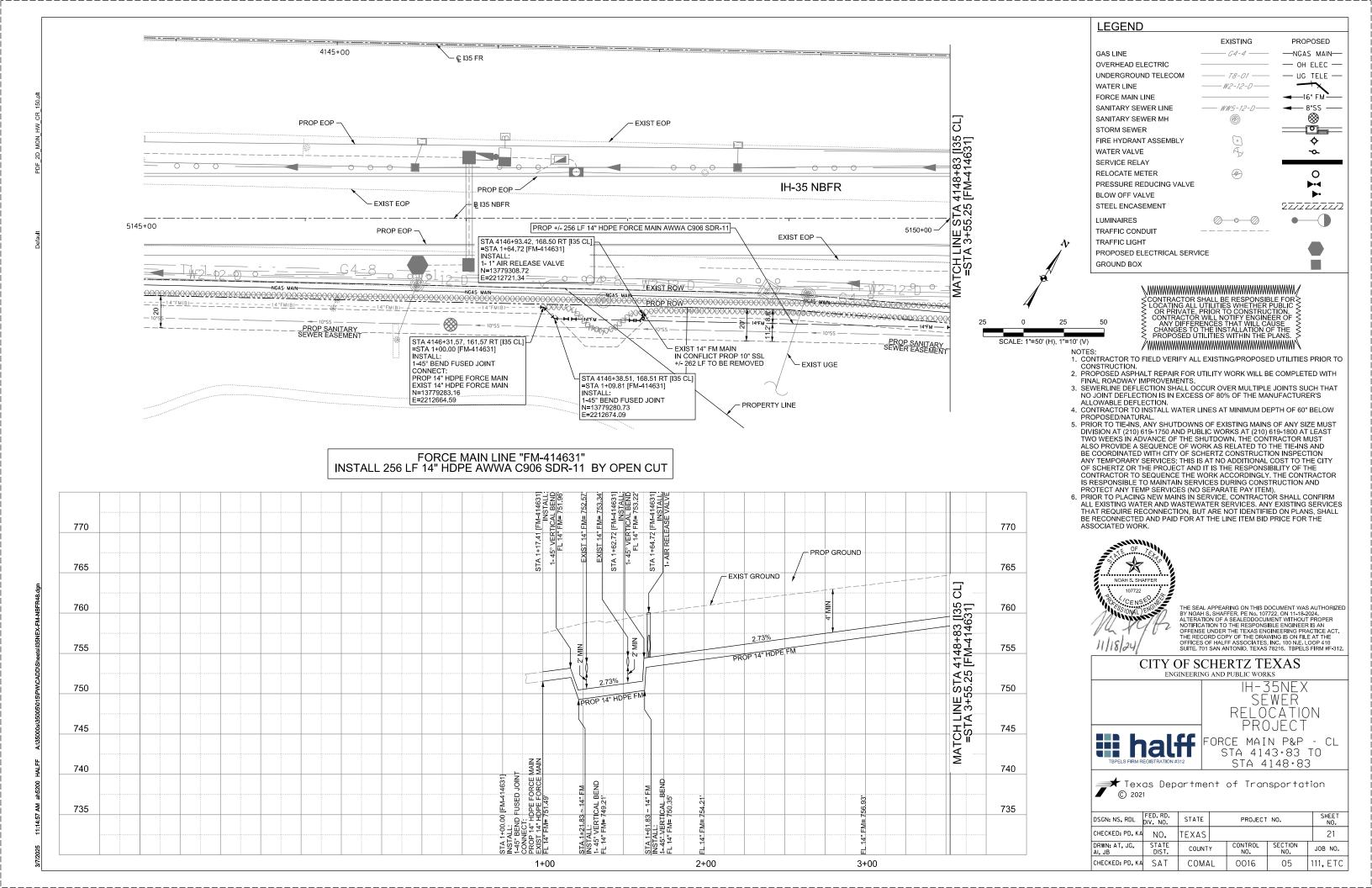


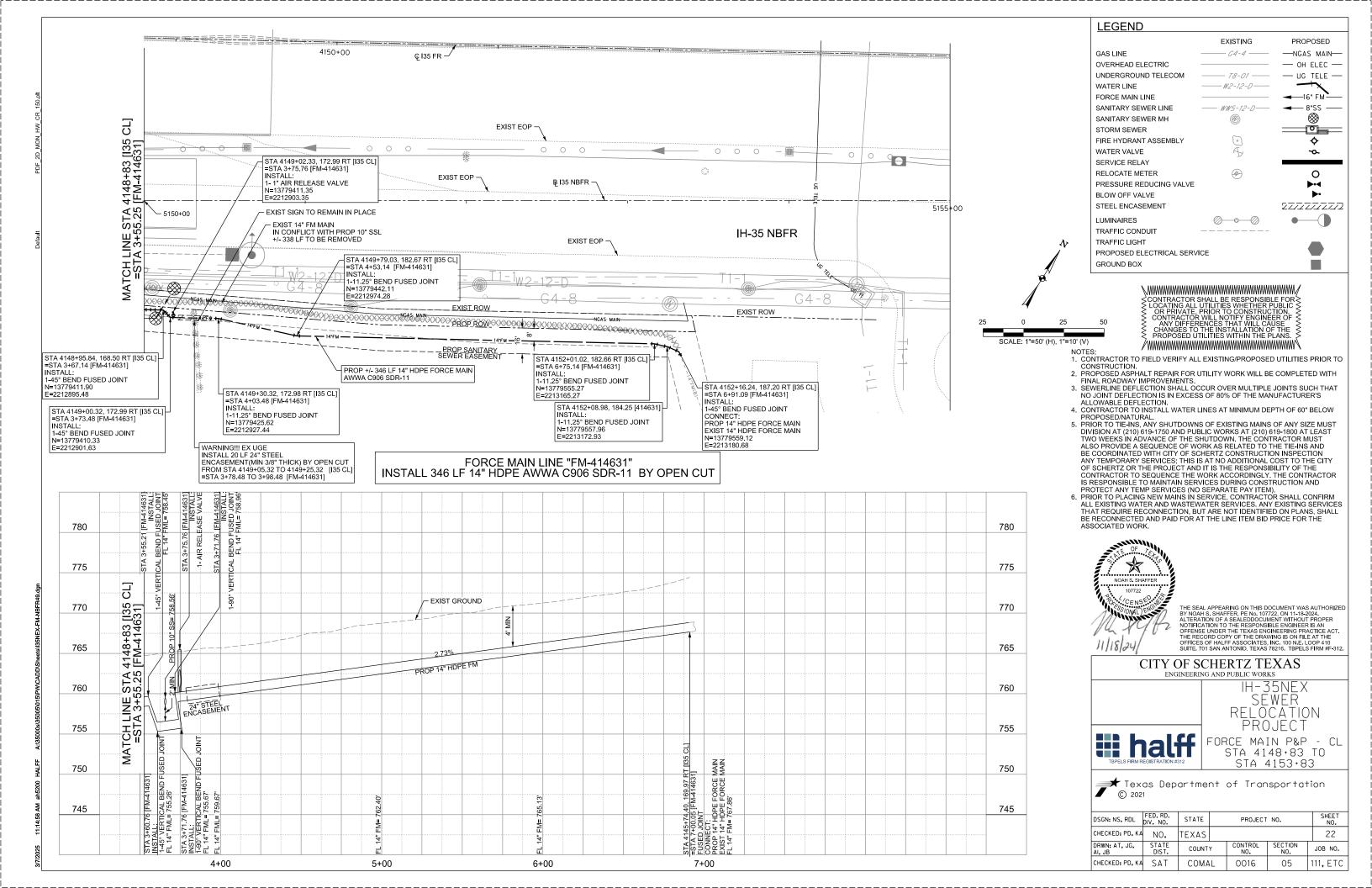












### OSHA TRENCH SAFETY

- 1. TRENCH EXCAVATION SHALL COMPLY WITH MINIMUM STANDARDS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, REGULATIONS STANDARDS - 29 CFR - "EXCAVATION" - 1926 SUBPART P.
- 2. TRENCH SAFETY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE SHOP DRAWINGS FOR DETAIL PLANS AND SPECIFICATIONS TO PROVIDE ADEQUATE SHORING AND SHEETING STANDARDS THAT MEET THE OSHA STANDARDS AS SET OUT BY STANDARDS - 29 CFR - EXCAVATION" - 1926 SUBPART P FOR TRENCH
- 3. CONTINUOUS INSPECTION OF ALL TRENCH EXCAVATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR JOB SUPERINTENDENT. THE CONTRACTOR CONTROLS THE SIZE, WEIGHT, AND SPEED OF OPERATION OF EQUIPMENT AND PIPE INSTALLATION, WHICH DIRECTLY AFFECTS ALL SAFETY MEASURES IN A TRENCH, IF PROBABLE CAUSE OF UNSAFE TRENCH CONDITIONS EXIST, ALL WORK SHALL CEASE IMMEDIATELY UNTIL NECESSARY PRECAUTIONS TO SAFEGUARD EMPLOYEES ARE TAKEN.



OSHA TRENCH SAFETY

TECHNICAL SPECIFICATION SECTION 0226

ENGINEERING AND PUBLIC WORKS BOALS FOR THE PARTY OF THE P

#### TCEQ RULES AND REGULATIONS, TAC TITLE 30 PART I CHAPTER 217.53.D. "SEPARATION DISTANCES".

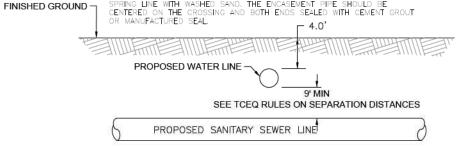
WHEN NEW SANITARY SEWERS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO WATERLINES THAN NINE FEET IN ALL DIRECTIONS, SEWERS THAT PARALLEL WATERLINES MUST BE INSTALLED IN SEPARATE TRENCHES, WHERE THE NINE—FOCT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING GUIDELINES WILL APPLY.

(A) WHERE A SANITARY SEWER PARALLELS A WATERLINE, THE SEWER SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC MEETING ASTM SPECIFICATIONS WITH A PRESSURE RATING FOR BOTH THE PIPE AND JOINTS OF 150 PSI. THE VERTICAL SEPARATION SHALL BE A MINIMUM OF TWO FEET BETWEEN OUTSIDE DIAMETERS AND THE HORIZONTAL SEPARATION SHALL BE A MINIMUM OF FOUR FEET BETWEEN OUTSIDE DIAMETERS. THE SEWER SHALL BE

(B) WHERE A SANITARY SEWER CROSSES A WATERLINE AND THE SEWER IS CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI, AN ABSOLUTE MINIMUM DISTANCE OF SIX INCHES BETWEEN OUTSIDE DIAMETERS SHALL BE MAINTAINED. IN ADDITION, THE SEWER SHALL BE LOCATED BELOW THE WATERLINE WHERE POSSIBLE AND ONE LENGTH OF THE SEWER PIPE MUST BE CENTERED ON THE WATERLINE.

(C) WHERE A SEWER CROSSES UNDER A WATERLINE AND THE SEWER IS CONSTRUCTED OF ABS TRUSS PIPE, SIMILAR SEMI—RIGID PLASTIC COMPOSITE PIPE, CLAY PIPE, OR CONCRETE PIPE WITH GASKETED JOINTS, A MINIMUM TWO—FOOT SEPARATION DISTANCE SHALL BE MAINTAINED. THE INITIAL BACKFILL SHALL BE CEMENT STABILIZED SAND (TWO OR MORE BAGS OF CEMENT PER CUBIC YARD OF SAND) FOR ALL SECTIONS OF SEWER WITHIN NINE FEET OF THE WATERLINE. THIS INITIAL BACKFILL SHALL BE FROM ONE QUARTER DIAMETER BELOW THE CENTERLINE OF THE PIPE TO ONE PIPE DIAMETER (BUT NOT LESS THAN 12 INCHES) ABOVE THE TOP OF THE PIPE.

(D) WHERE A SEWER CROSSES OVER A WATERLINE, ALL PORTIONS OF THE SEWER WITHIN NINE FEET OF THE WATERLINE SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS. IN LIEU OF THIS PROCEDURE THE NEW CONVEYANCE MAY BE BROASED IN A JOINT OF 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT FIVE FEET INTERVALS WITH SPACERS OR BE FILED TO THE SPRING LINE WITH WASHED SAND. THE ENCASEMENT PIPE SHOULD BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEAL.





#### OSHA TRENCH SAFETY

TECHNICAL SPECIFICATION SECTION 02260

ENGINEERING AND PUBLIC WORKS SCAL

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#### ENGINEERING AND PUBLIC WORKS IH-35NEX SEWER RELOCATION

PROJECT



CITY OF SCHERTZ TEXAS

	FED. RD. DIV. NO.	STATE		SHEET NO.		
CHECKED: PD, KA	NO.	TEXAS				23
DRWN: AT, JG, AI, JB	STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	COMAL		0016	05	111, ETC

- CUT IN TEE (NEW LINE) INSFRTA TFF (ACTIVF I INF)

PROPERTY

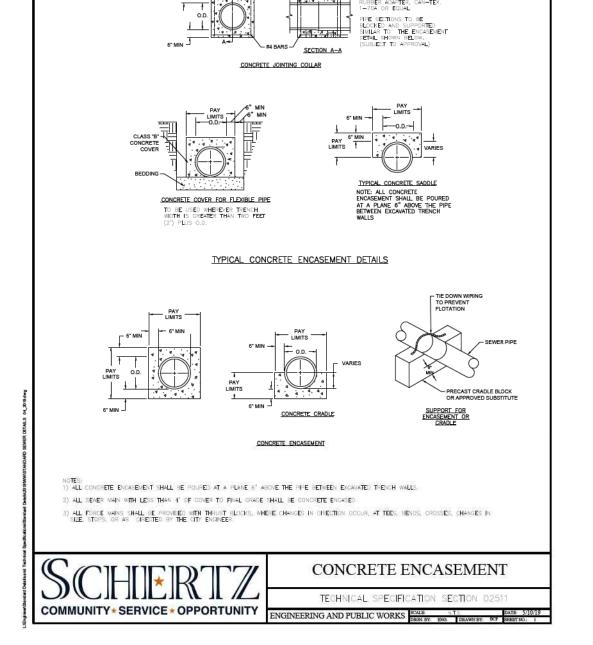
SEE VALVE BOX DETAIL SHEET 2/2

SANITARY SEWER LATERAL

TECHNICAL SPECIFICATION SECTION 0208

ENGINEERING AND PUBLIC WORKS BOOK

CLEAN OUT TO BE 1' INSIDE PROPERTY LINE





IH-35NEX SEWER RELOCATION PROJECT



Texas Department of Transportation © 2021

	FED. RD. DIV. NO.	STATE		PROJECT	NO.	SHEET NO.
HECKED: PD, KA	NO.	TEXAS				24
RWN: AT, JG, I, JB	STATE DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.
HECKED: PD, KA	SAT	COMAL		0016	05	111, ETC

SEE STANDARD SANITARY SEWER ENCASEMENT

WASHED ROCK PER SECTION 02320.

1.0' EXTENSION WITH PVC PLUG CAP

COMMUNITY\*SERVICE\*OPPORTUNITY

I PIECE OF PIPE

COMMUNITY\* SERVICE\* OPPORTUNITY ENGINEERING AND PUBLIC WORKS

### DEFLECTION TESTING MANDREL

TECHNICAL SPECIFICATION SECTION 0226

COMMUNITY \* SERVICE \* OPPORTUNITY

MANHOLE RING ENCASEMENT

5' DIA

OR SQUARE — 33 1/2" —

MANHOLE RING ENCASEMENT IS REQUIRED ON ALL MANHOLES.
 PAYMENT FOR MANHOLE RING ENCASEMENT SHALL BE INCLUDED IN THE COST OF THE MANHOLE

5' DIA OR SQUARE

CLASS "B" CONCRETE -

TECHNICAL SPECIFICATION SECTION 02081 & 02082

ENCASEMENT TO THE TOP

OF FLOWABLE FILL (9" MIN)

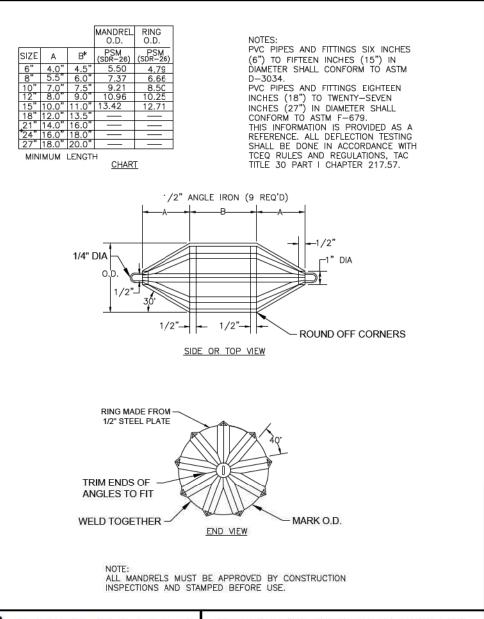
ENGINEERING AND PUBLIC WORKS

## CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS

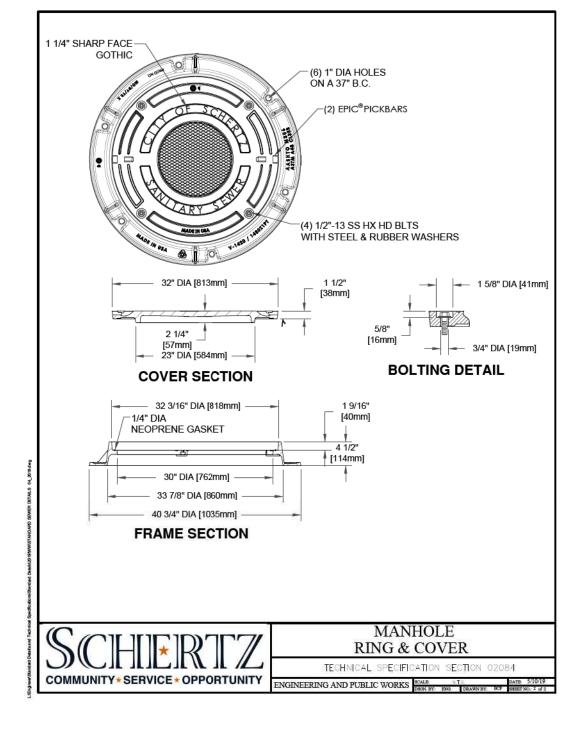
IH-35NEX SEWER RELOCATION PROJECT

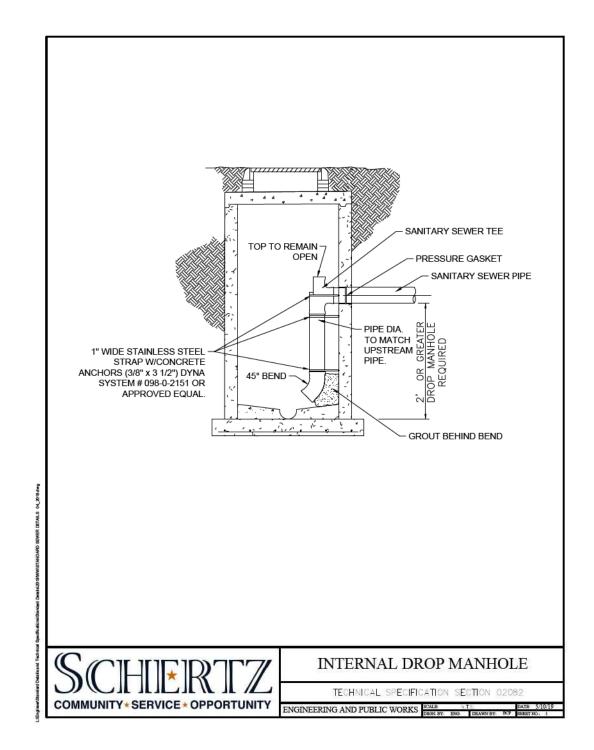


	FED. RD. DIV. NO.	STATE	TATE PROJECT NO.					
CHECKED: PD, KA	NO.	TEXAS				25		
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.		
CHECKED: PD, KA	SAT	СОМА	ŗ	0016	05	111, ETC		







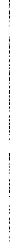


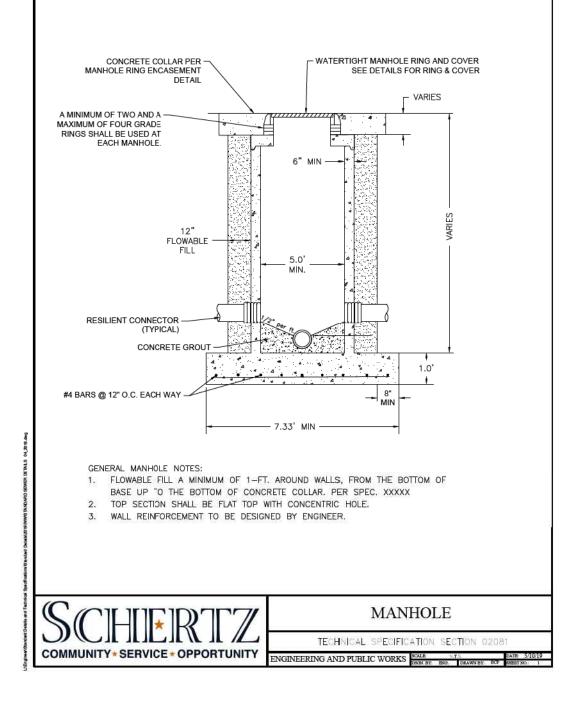
### CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS

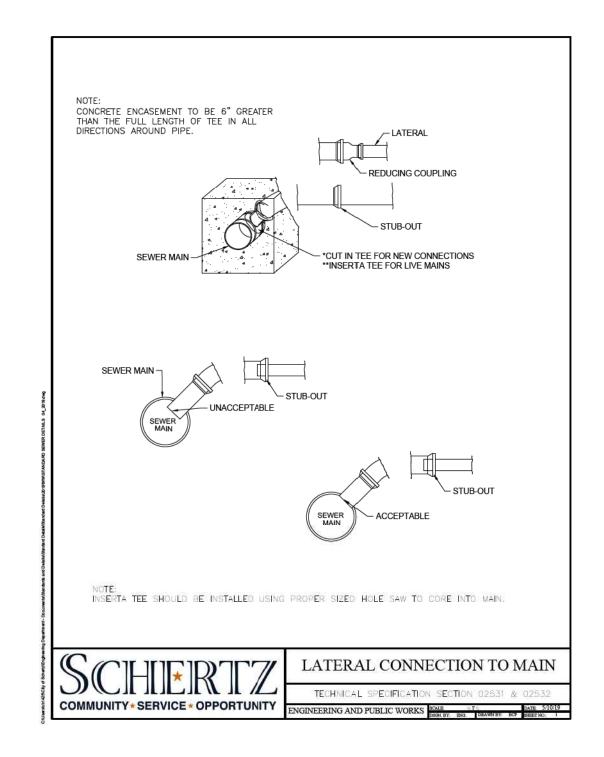
IH-35NEX SEWER RELOCATION PROJECT



DSGN: NS, RDL	FED. RD. DIV. NO.	STATE		PROJECT	SHEET NO.	
CHECKED: PD, KA	NO.	TEXAS				26
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	L	0016	05	111, ETC







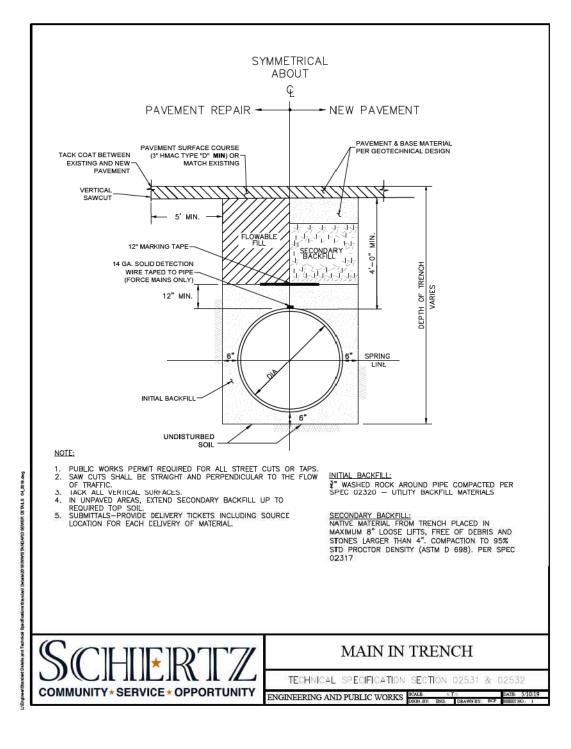
### CITY OF SCHERTZ TEXAS ENGINEERING AND PUBLIC WORKS

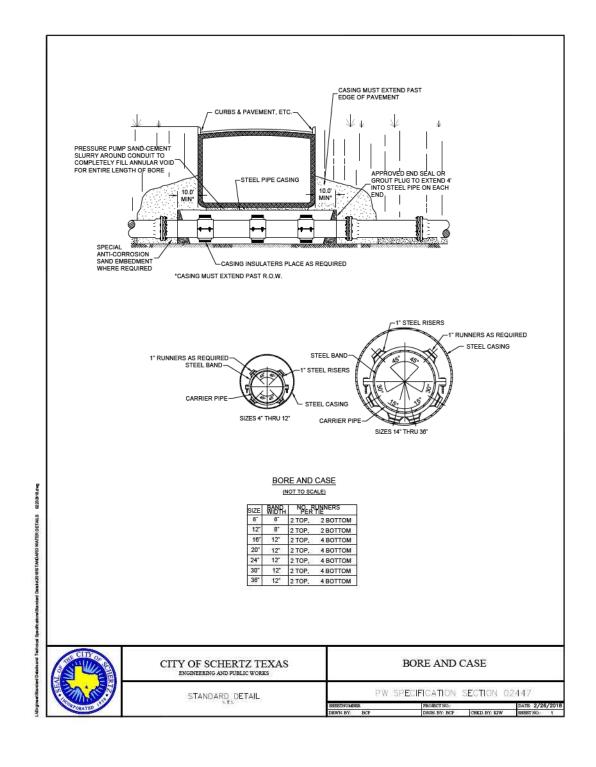
IH-35NEX SEWER RELOCATION PROJECT



	FED. RD. DIV. NO.	STATE		PROJECT	NO.	SHEET NO.
CHECKED: PD, KA	NO.	TEXAS				27
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	L	0016	05	111, ETC







#### CITY OF SCHERTZ TEXAS

ENGINEERING AND PUBLIC WORKS

IH-35NEX SEWER RELOCATION PROJECT



	FED. RD. DIV. NO.	STATE		PROJECT	NO.	SHEET NO.
CHECKED: PD, KA	NO.	TEXAS				28
DRWN: AT, JG, AI, JB	STATE DIST.	COUNT	Y	CONTROL NO.	SECTION NO.	JOB NO.
CHECKED: PD, KA	SAT	СОМА	ŗ	0016	05	111, ETC

## Attachment "B" Accounting Method

$\boxtimes$	Actual Cost Method of Accounting
	The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.
	Lump Sum Method of Accounting
	The Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

## Attachment "C" Schedule of Work

#### WATER (JOINT-BID) SCHEDULE:

Estimated Start Date (mm/dd/yyyy): 09/01/2027, subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement. (If construction will be joint bid and included in the highway contract, enter the project let date.)

Estimated Duration (number of days): 577

Estimated Completion Date (mm/dd/yyyy): 03/31/2029

#### WASTEWATER (NON JOINT-BID) SCHEDULE:

Estimated Start Date: 05/01/2025

Estimated Duration: 120 days

Estimated Completion Date: 09/01/2025

Initial	Date	Initial	Date
Т	TXDOT	Utili	itv

## Attachment "D" Statement Covering Contract Work

	Construction Contract: Complete form ROW-U-48 and ROW-U-48-1 if applicable.
	Utility performing with their own forces (timesheets will be required at the time of billing).
	Utility will use outside forces to perform the adjustment, complete attached ROW-U-48 or ROW-U-48-1 (joint bid).  Wastewater: Solicitation for bids is to be accomplished through open advertising and contract will be awarded to lowest bidder. Bid Tabs will be provided at the time of billing.
	Water: Joint-bid by TxDOT
	Engineering Contract:
	Utility performing with their own forces (timesheets will be required at the time of billing).
	Utility will use consultant contract (continuing contract rate sheets or fee schedule will be required).
	TxDOT will procure a utility engineering consultant.
Initial	
	TxDOT Utility



### STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK (AS APPEARING IN ESTIMATE)

Form ROW-U-48 (Rev. 10/20) Page of

		U-Number: NA	Utility ID:	
ROW	CSJ	Number: <u>0016-06-114 &amp; 0016-05-116</u>	District: San Antonio	
Count	ty:	Guadalupe & Comal	Highway No.: IH35	
Federa	al P	roject No.: TBD	-	
I, <u>Ste</u> v	ve V	Villiams	, a duly authorized and qualified representative of	
City o	f Sc	hertz	, hereinafter referred to as <b>Owner</b> , am fully cognizant of the	
		make the following statements in respect to work wh to which this statement is attached.	nich will or may be done on a contract basis as it appears in the	
		economical and/or expedient for <b>Owner</b> to contract method the necessary work on this project with its own force.	this adjustment, or <b>Owner</b> is not adequately staffed or equipped ses to the extent as indicated on the estimate.	
		Procedure to be Us	ed in Contracting Work	
<b>✓</b> A	۸.		open advertising and contract is to be awarded to the lowest lity with the requirements and specifications for the work to be ded to the <b>State</b> .	
□ B	3.	contractors and such contract is to be awarded to the	ting to a list of pre-qualified contractors or known qualified ne lowest qualified bidder who submits a proposal in conformity rk to be performed. Associated bid tabulations will be provided to ed below:	
		1. 2. 3. 4. 5.		+ - + - + -
		for <b>Owner</b> and under which the lowest available cos available to the <b>State</b> for review at a location mutual	inuing contract under which certain work is regularly performed sts are developed. The existing continuing contract will be made ally acceptable to the <b>Owner</b> and the <b>State</b> . If only part of the act, give detailed information by attachment hereto.	
	Э.	is attached to the estimate in order to obtain the co	ng requirements and therefore evidence in support of its proposal ncurrence of the <b>State</b> , and the Federal Highway Administration action thereon (approval of the agreement shall be considered as	
<b>✓</b> E	Ξ.	awarded by the <b>State</b> . In the best interest of both the plans and specifications for this work in the generated that the work can be coordinated with the other corawarded by the <b>State</b> to the lowest qualified bidder	t of the <b>State</b> , will be included in the construction contract he <b>State</b> and the <b>Owner</b> , the <b>Owner</b> requests the <b>State</b> to include eral contract for construction of Highway in this area, so instruction operations; and the construction contract is to be who submits a proposal in conformity with the requirements and ption is chosen, attach form ROW-U-48-1, the terms of which are	
Signat	ture		Date Contact/Help	
City M				
Title		<u> </u>		



## Statement Covering Utility Construction Contract Work – In the State's Highway Construction Contract (As Referenced in Form ROW-U-48, Option E)

#### Work Responsibilities

- **A.** The **Utility** shall provide the following services under this contract:
  - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for relocations and adjustments along IH 35 North NEX.
  - ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's <a href="New Braunfels">New Braunfels</a> Area Office.
  - iii. Secure all necessary permitting as may be required for the installation of the water line.
  - iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed <u>waterline</u> during construction, and the relocation of <u>waterline</u> and connection of services to customers.
  - v. Advise the State of work that Utility determines should be corrected or rejected.
  - vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
  - vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
  - viii. Assume all responsibility for the maintenance of the existing <u>waterline</u> during and upon completion of the construction contract.
  - ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
  - x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
  - xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

- **B.** The **State** shall provide the following services under this contract:
  - Combine the <u>waterline</u> relocation and adjustment plans with the plans being prepared for the Project.
  - ii. Review and approve the final construction plans prior to any constructionrelated activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
  - iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
  - iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
  - v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
  - vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
  - vii. Make timely payment to the contractor for work performed in connection with the Project.
  - viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
  - ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
    - x. Maintain job file.



Staff	Title	Activity	Hours	Rate	Total
Travis Westbrook	Engineer	Teams calls	42	\$41.32	\$1,735.44
Tammy Lawrence	Admin Asst	Teams calls/pm	142	\$37.48	\$5,322.16
Eric Schulze	Engineer	Project Manager	296	\$73.56	\$21,773.76
Kathy Woodlee	Engineering	City Engineer/PM	60	\$106.00	\$6,360.00
Jerad Moheit	Water Lead	Water / Sewer Tie Ins	132	\$56.09	\$7,403.88
Paul Lopez	Water Crew	Water / Sewer Tie Ins	132	\$57.36	\$7,571.52
Jeremy Ryel	Water Crew	Water / Sewer Tie Ins	132	\$45.49	\$6,004.68
					\$56,171.44



#### HUMAN RESOURCE DEPARTMENT

Alamo NEX 7330 San Pedro Ave Suite 600 San Antonio, TX 78216

August 27, 2024

Dear Sir or Madam,

My name is Jessica Kurz, and I am the Director of HR and Purchasing for the City of Schertz. I am writing to confirm the hourly and overtime wages for the following employees:

Kathy Woodlee	City Engineer	\$106.00/hour	\$153.53/OT
Eric Schulze	Senior Engineer	\$73.56/hour	\$106.51/OT
Tammy Lawrence	Admin Assistant	\$37.48/hour	\$51.86/OT
Travis Westbrook	Engineer	\$41.32/hour	\$59.56/OT
Samuel Lopez	Inspector	\$45.79/hour	\$64.29/OT
Bryan Timmons	Inspector	\$42.76/hour	\$59.78/OT
Herman Pacheco	Inspector	\$43.55/hour	\$62.82/OT
Jerad Moheit	Public Works	\$56.09/hour	\$75.64/OT
Paul Lopez	Public Works	\$57.36/hour	\$70.04/OT
Jeremy Ryel	Public Works	\$45.49/hour	\$57.36/OT

Please contact me with any questions. I can be reached at <a href="mailto:jkurz@schertz.com">jkurz@schertz.com</a> or I can be reached directly by phone at 210.619.1152.

Sincerely,

Jessica Kurz

Director of HR and Purchasing



#### **EXHIBIT B - FEE SCHEDULE**

### IH35\_NEX\_Utility\_Relocations - City of Schertz Estimated Level of Effort

	POSITION DESCRIPTION	No. Sheets	Sr. Project Manager/QAQC	Project Manager/ Sr. Engineer	Mld Project Engineer	Engineer EIT	Survey Technician	Admin Assistant	Sr. RPLS Manager	SUE/Survey Crew 2-man	SUE Test Holes (ea)	Lump Sum Fee	Total Labor hrs.	Cost
	BILLABLE LABOR RATES		\$297.00	\$223.00	\$177.00	\$129.00	\$128.00	\$80,00	\$252.00	\$196,00	\$3,000,00	Lump Sum	Cabot III's.	
ASE 1														
MSE I		_		_										
OJECT S	TARTUP & MANAGEMENT & COORDINATION	1												
	a) Project Management and Coordination (assumes 8 months design, 12 month construction)		40	120	80								220	\$49,260.0
	b) Prepare Monthly Invoices and Progress Reports (Assumes 18 Invoices)			9	18			16					45	\$6,633.00
	c) Project Meetings (Assumes 20 meetings)			40	40	20			1		- 1		100	\$18,580,0
	Total Hour	rs	40	169	118	20	0	18	0	0			2000	
MMARY	I. Cotal loui	10	70	103	110	20		10	0	1 0 1	0		365	
	HOURS SUB-TOTALS		40	169	11B	20	0	18	0	0	0		365	-
	BILLABLE RATE PER HOUR TOTAL - PHASE 1	-	\$297.00	\$223,00	\$177.00	\$129.00	\$128.00	\$80.00	\$252.00	\$196,00	\$3,000.00		1000	- 5
	TOTAL - PHASE 1	_	\$11,880,00	\$37,687.00	\$20,886,00	\$2,580,00	\$0.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00		\$74,473.0
IASE 2			4											
	ECTION AND REVIEW	1												
SK 1	Data Acquisition		4	16	40	24							84	\$14,932
SK 2	SUE (Level A Testholes) (Allowance)			2	8	16					20		46	\$63,926
SK 3	Topographic Survey (Allowance)		2	8	16		40		40	120			226	\$43,930.
	Total Hours	rs	6	26	64	40	40	0	40	120	20		356	
MMARY		*								120			330	
	HOURS SUB-TOTALS		6	26	64	40	40	0	40	120	20		356	-
	BILLABLE RATE PER HOUR TOTAL - PHASE 2	_	\$297.00 \$1,782.00	\$223.00 \$5,798.00	\$177.00 \$11,328,00	\$129.00 \$5.160.00	\$128,00 \$5,120,00	\$80.00	\$252,00 \$10,080.00	\$196.00 \$23,520.00	\$3,000.00 \$60,000,00	\$0.00		
HASE 3			Y											
HASE 3			ľ											
		85												
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LITY DES	GON PSAE:  Utility Investigation (Survey, As-Builts, Field Observations)  Preprint SUE Political Plan (Allowancon)  ROW and Essement Arekiew  ROW and Coordinate Constitute On Planning Plan with TXDOT	85	4	2	8	8					A Java		18 36	\$2,894.0 \$6,268.0
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LITY DES	GON PS.6.E  Utility Innestigation (Survey, As-Builts, Field Observations)  Prepairs SUE Pothole Plan (Allowance)  Row and Essement Review  Review and Coordinate Construction Phasing Plan with TxDOT  Prepairs Restroyal Plan  Prepairs Water Details  Prepairs Water Details  Prepairs Water Details  Prepairs Water Details	85	4	2 4 12 16 100 24 100	8 12 20 40 200 60 200	8 16 32 40 420 84 420							18 36 68 96 732	\$2,894.0 \$6,268.0 \$11,532. \$15,808. \$115,444 \$29,184. \$114,256
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LITY DES	GN PS&E  Utifity Investigation (Survey, As-Builts, Field Observations) Prepairs SUE Pothole Plan (Albanesce)  ROW and Esserment Review Prepairs SUE Pothole Plan (Albanesce) Rowse and Coordinate Construction Phening Plan with TxDOT Prepaire Removal Plan Prepaire Water Design and Plan and Profile Sheets Prepaire Water Design and Plan and Profile Layout Sheets Prepaire Waterborder Design and Plan and Profile Layout Sheets Prepaire Prairiems Waterborder Design and Plan and Profile Layout Sheets Prepaire Profile Schedule  Prepaire Profile Technical Specifications Prepaire Profile Technical Specifications OPEC (AACE 599-06 Gases 2)  OACC Prepaire 69% Submitted Package (5 complete sets) Workshop Review Meeting and Walthrough 80% Ps&E Respond to and Address 60% Comments Review and Coordinate Construction Phening Plan with TxDOT Finatize Removal Plan Finatize Water Design and Layout Sheets Finatize Water Design and Layout Sheets Finatize Water Design and Layout Sheets Finatize Exception to Pothery Request and Varience Request Letters Update Finatize Streeding to Design and Layout Sheets Finatize Streeting to Schedule	15	4 12 8 8 4 24 4 24 8 8 2 2 2 4	2 4 12 16 1000 24 1000 12 4 4 24 24 600 12 20 24 24 12 24 4 4 4 4 4 4 4 4 4 4 4 4 4 4	8 12 20 40 40 200 60 60 60 60 60 60 60 60 60 60 60 60 6	8 16 32 40 420 84 420 84 16 16 12 24 48 340 550 200 550 50 0		4					18 35 68 96 732 176 728 146 28 52 124 106 44 4 20 80 130 54 60 90 308 70 28 16 88 86 64	\$14,664.1 \$2,884.0 \$6,268.0 \$11,532.2 \$15,502.8 \$11,532.2 \$16,914.2 \$10,914.2 \$11,502.2 \$10,914.
LITY DES	GON PS&E  Utility Investigation (Survey, As-Builts, Field Observations) Prepairs SUE Pothole Plan (Allowancia)  ROW and Essement Review Prepairs Water Design and Plan and Profile Sheets Prepaire Water Design and Plan and Profile Sheets Prepaire Water Design and Plan and Profile Sheets Prepaire Water Design and Plan and Profile Juryart Sheets Prepaire Water Design and Plan and Profile Juryart Sheets Prepaire Watershirany Waterwater Dynam Plan Prepaire Partial Tochnical Specifications Prepaire Profile Schedula Prepaire Profile Tochnical Specifications  OPEC (ANCE 569-06 Clase 2)  OANC  Prepaire 60% Submitted Package (5 complete sets) Wortshop Package Meeting and Walthrough  00% PS&E Response to and Address 60% Comments Review and Coordinate Construction Pleasing Plan With ToDOT Finatize Water Design and Linyout Sheets Finatize Water Design and Linyout Sheets Finatize Water Design and Linyout Sheets Finatize Seconds Schedule Finatize Technical Specifications  OPEC (ANCE 569-06 Clase 2)  Update Project Schedule Finatize Technical Specifications  OPEC (ANCE 569-06 Clase 2)	185	4 12 8 8 8 4 24 4 24 8 8 2 2 2 4	2 4 12 15 16 1000 24 1000 112 4 24 24 24 12 24 4 4 4 4 4 4 4 4 4	8 12 20 40 40 200 60 200 50 8 8 24 40 30 24 16 8 8 80 24 4 16 8 80 24 4 40 16 8 8 80 12 6 8 12 4 40 40 40 40 40 40 40 40 40 40 40 40 4	8 16 32 40 420 84 420 64 16 60 60 60 60 60 60 60 60 60 60 60 60 60		4					18 35 68 96 732 176 722 146 28 52 124 44 42 20 80 130 54 660 464 90 308 70 28 16 88	\$2,894.6 \$6,965.2 \$11,532.2 \$15,809.1 \$115,44.4 \$29,184.4 \$29,184.4 \$27,20.1 \$4,772.0 \$4,772.0 \$10,7784.5 \$10,

I-35 NEX North - City of Schertz



#### **EXHIBIT B - FEE SCHEDULE**

### IH35\_NEX\_Utility\_Relocations - City of Schertz Estimated Level of Effort

	POSITION DESCRIPTION	No. Sheets	Sr. Project Manager/QAQC	Project Manager/ Sr. Engineer	Mid Project Engineer	Engineer EIT	Survey Technician	Admin Assistant	Sr. RPLS Manager	SUE/Survey Crew 2-man	SUE Test Holes (ea)	Lump Sum Fee	Total Labor hrs.	Cost
	BILLABLE LABOR RATES		\$297.00	\$223.00	\$177.00	\$129.00	\$128.00	\$80.00	\$252.00	\$196.00	\$3,000.00	Lump Sum		
TASK 3 100% PS	S&F													
	90% Comments and Resubmit Package (2 complete sets)		2	18	30	60								
Pronore	Seeled Plans and Specifications		2	24	48	70							110	\$17,658.00
Program	Final Exception to Policy Request and Variance Request Letters			2	4	8							144	\$23,472.00
Prantis	Final Engineer's OPCC			B	8	24							14	\$2,186.00
Prepare	100% submitted (New (2) sets of contract documents)		4	18	32	30							40	\$6,296.00
Attend to	ne Pra-Bid Conference		2	2	DZ.	30		2					86	\$14,896.00
	and respond to RFis during Bidding (10 max)		2	12	24								4	\$1,040.00
Pranara	& issue addende to Bidders (1 max)		2	4	8								38	\$7,518.00
	bid tabulation		•	1 4	8	8							14	\$2,902.00
Prepare	Sealed Plans and Specifications with Addendums		2	12	12	12							20	\$3,340.00
	Parameter that resident			12	- 12	12							38	\$6,942.00
	Total Hours		189	714	1246	2356	0	10	0	0	0		4515	
MMARY	SUB-TOTALS		480											
	LE RATE PER HOUR		189	714	1246	2356	0	10	0	0	0		4515	
	- PHASE 3		\$297.00 \$56,133.00	\$223.00 \$159.222.00	\$177.00 \$220,542.00	\$129.00	\$128.00	\$80.00	\$252.00	\$196.00	\$3,000,00			
TIOTAL.	FIRSES	_	\$36,133,00	\$159,222,00	\$220,542.00	\$303,924.00	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$0.00		\$740,621.00
HASE 4		_												
1														
ONSTRUCTION PHASE	E SERVICES													
	ale (10 max)		4	12	12								28	\$5,988,00
SK 2 RFIs (20	0 max)		4	8	B	24							44	\$7,484.00
SK3 Review	of Contractor's Requested Changes (20 max)		4	8	16	20							48	
SK4 Review	of Contractor's Pay Application (10 min)		4	8	18	40								\$8,384.00
	Documents		4	24	24	80							28 132	\$5,804.00
				27		Site							132	\$21,108.00
	Total Hours		20	60	76	124	0	0	0	0	0		280	
MMARY	SUB-TOTALS													
	LE RATE PER HOUR		20	60	76	124	0	0	0	0	0		280	- 54
	- PHASE 4		\$297.00	\$223.00	\$177.00	\$129.00	\$128.00	\$80,00	\$252,00	\$196.00	\$3,000,00			
BOIAL	- PHASE 4		\$5,940.00	\$13,380.00	\$13,452.00	\$15,996.00	\$0.00	\$0,00	\$0,00	\$0.00	\$0.00	\$0.00		\$48,768,00
PECIFIED ADDI	TIONAL SERVICES													
OW Acquisition Service	The state of the s													
	al Services (Assumes 6 Parcels)			4						-		40,000,00		
	il Review Services (Assumes 6 Parcels)			4								18,000.00	4	518,892.00
	on Services (Assumes 6 Parcels)			2								9,600.00	4	\$10,492.00
	Metes and Bounds for six (6) Properties			2									2	\$66,446.00
				-								\$ 30,000.00	2	\$30,446.00
Survey S	Services to Stake Proposed essement Corners for Parcel Acquisition for six (6) Properties			2				THE RESERVE	I WITTER ST			\$ 30,000,00	2	\$30,446.00
												30,000,00		\$30,440.00
MMARY	Total Hours		0	14	0	0	0	0	0	0	0	17	14	
	SUB-TOTALS I													
	LE RATE PER HOUR		0 \$297,00	14	0 \$177.00	0 \$129.00	0 \$128.00	0	0	0	0		14	
	SPECIFIED ADDITIONAL SERVICES		\$0.00	\$223.00 \$3,122.00	\$177.00	\$129.00	\$128.00 \$0.00	\$80.00 \$0.00	\$252.00 \$0.00	\$196.00 \$0,00	\$3,000.00 \$0,00	\$153,600,00		\$4EC 700 00
-			40.00		40,00	80.00	40.00	\$0.00	\$0.00	\$0,00	\$0.00	\$103,000,00		\$156,722.00
TAL PROJECT SUMM														
	CUD TOTAL P		255	983	1504	2540	40	28	40	120	20	7		\$1,143,372.0
HOURS			200											
HOURS:	SUB-TUTIKLS LE RATE PER HOUR PROJECT SUMMARY		\$297,00 \$75,735,00	\$223.00 \$219,209.00	\$177.00 \$266,208.00	\$129.00 \$327,660.00	\$128.00	\$80.00	\$252.00	\$196,00	\$3,000.00		5530 5530	\$1,145,372.0

### **EXHIBIT B - FEE SCHEDULE**



## IH35\_NEX\_Utility\_Relocations Construction Services - City of Schertz Estimated Level of Effort

	POSITION	No.	Sr. Project	Project Manager/	Mid Project		Construction	Admin	Sr. RPLS	SUE/Survey Crew	SUE Test	Construction	Total	Cost
	DESCRIPTION	Sheets	Manager/QAQC	Sr. Engineer	Engineer	Engineer EIT	Inspector IV	Assistant	Manager	2-man	Holes (ea)	Truck (mo)	Labor hrs.	-
	BILLABLE LABOR RATES		\$297.00	\$223.00	\$177.00	\$129.00	\$140.00	\$80,00	\$252.00	\$196.00	\$3,000.00	\$1,500.00		
			Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Each	Month		
				<u> </u>						<u> </u>			<u> </u>	
PHASE 1	1													
DO IFOT O	TARTUR & MANAGEMENT & GOODDINATION													
PROJECTS	a) Project Management and Coordination (21 months construction)		20					24					44	\$7,860.00
	b) Prepare Monthly Invoices and Progress Reports (Assumes 21 Invoices)		21					24					44	\$7,860.00
	c) Project Meetings (Assumes 20 meetings)		21				42	21					63	\$12,117.00
	c) Project Meetings (Assumes 20 meetings)		21				42						03	Ψ12,117.00
		Total Hours	62	0	0	0	42	45	0	0	0	0	149	
SUMMARY			<del>-</del>	Ţ.	•					_	•		1 10	
	HOURS SUB-TOTALS		62	0	0	0	42	45	0	0	0	0	149	-
	BILLABLE RATE		\$297.00	\$223.00	\$177.00	\$129.00	\$140.00	\$80.00	\$252.00	\$196.00	\$3,000.00	\$1,500.00		-
	TOTAL - PHASE 1		\$18,414.00	\$0.00	\$0.00	\$0.00	\$5,880.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00		\$27,894.00
PHASE 2	2													
	TER OBSERVATION													
TASK 1	Construction Observation (Assumes 3 months Construction)		15				240					3.00	255	\$38,058.00
TASK 2													0	\$0.00
TASK 3													0	\$0.00
		Total Hours	15	0	0	0	240	0	0	0	0	3	255	
SUMMARY		Total Hours	15	U	U	U	240	U	U	U	U	3	233	
JOHNHART	HOURS SUB-TOTALS		15	0	0	0	240	0	0	0	0	3	255	-
	BILLABLE RATE PER		\$297.00	\$223.00	\$177.00	\$129.00	\$140.00	\$80.00	\$252.00	\$196.00	\$3,000.00	\$1.500.00		-
	TOTAL - PHASE 2		\$4,455.00	\$0.00	\$0.00	\$0.00	\$33,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00		\$42,555.00
PHASE 3	3													
TIMOL										Γ				
WATER														
TASK 1	Construction Observation (Assumes 18 months Construction)		54				1440					18	1494	\$217,656.00
													0	\$0.00
													, and the second	\$0.00
													0	\$0.00 \$0.00
		Total Hours	54	0	0	0	1440	0	0	0	0	18	, and the second	
SUMMARY		Total Hours	54	0	0	0	1440	0	0	0	0	18	0	
SUMMARY	HOURS SUB-TOTALS	Total Hours	54	0	0	0	1440	0	0	0	0	18	0	
SUMMARY	HOURS SUB-TOTALS BILLABLE RATE	Total Hours	54 \$297.00	0 \$223.00	0 \$177.00	\$129.00	1440 \$140.00	0 \$80.00	0 \$252.00	\$196.00	0 \$3,000.00	18 \$1,500.00	0 1494	\$0.00 - -
SUMMARY	HOURS SUB-TOTALS	Total Hours	54	0	0		1440	0	0		0	18	0 1494	\$0.00
	HOURS SUB-TOTALS BILLABLE RATE	Total Hours	54 \$297.00	0 \$223.00	0 \$177.00	\$129.00	1440 \$140.00	0 \$80.00	0 \$252.00	\$196.00	0 \$3,000.00	18 \$1,500.00	0 1494	\$0.00 - -
	HOURS SUB-TOTALS BILLABLE RATE TOTAL - PHASE 3	Total Hours	54 \$297.00	0 \$223.00	0 \$177.00	\$129.00	1440 \$140.00	0 \$80.00	0 \$252.00	\$196.00	0 \$3,000.00	18 \$1,500.00	0 1494	\$0.00 - -
	HOURS SUB-TOTALS BILLABLE RATE TOTAL - PHASE 3  JECT SUMMARY	Total Hours	54 \$297.00 \$16,038.00	0 \$223.00 \$0.00	0 \$177.00 <b>\$0.00</b>	\$129.00 <b>\$0.00</b>	1440 \$140.00 \$201,600.00	0 \$80.00 \$0.00	0 \$252.00 \$0.00	\$196.00 <b>\$0.00</b>	0 \$3,000.00 <b>\$0.00</b>	18 \$1,500.00 \$27,000.00	1494	\$0.00 - - \$244,638.00

# Attachment "E" Utility Joint Use Agreement – (ROW-U-JUA) and/or RULIS Permit

Utility Joint Use Agreement (ROW–U–JUA)  Plans with joint use area highlighted are included.
RULIS Permit Number: TBD The utility should obtain an approved permit before the start of construction inside of the highway right of way.
Quitclaim will be submitted at the Final Billing

## Attachment "F" Eligibility Ratio

Eligibility Ratio established: 100 %

Non-interstate Highway (Calculations attached)
Interstate Highway
Toll Road
SP2125 Approved Application (100%) Minute Order #:

ROW Utility Manual Chapter 8, Section 2

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio.

Master Utility Agreement

Please see example of eligibility ratio calculations below.

	In Easement	In Public ROW
	(Eligible)	(Ineligible)
Plan Sheet or	Existing # of Poles	Existing # of Poles
Page#	or LF	or LF
1	0	0
2	84	22
4 Tota	90 23 / 4 /2	6 13

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible)	
divided by the Total Existing # of Poles or LF	45.03%

Initial	Date	Initial	Date
	TxDOT	Utilit	:y

## Attachment "G" Betterment Calculation and Estimate

	Elective Betterment Ratio established: %  Calculation is attached and the justification is included below  A betterment and an in-kind estimate are included
	Forced Betterment  To comply with regulated industry standards, laws, and regulations. (Supporting documentation required)  To comply with published current design practice followed by the utility in its own work. (Supporting documentation required)  Due to proposed roadway design. (Provide explanation below)
	Not Applicable
A statement explaining E	lective and/or Forced Betterment:

Initial Date Initial Date TxDOT Utility

## Attachment "H" Proof of Property Interest

Proof of Property Interest
⊠ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.
Property interest documented through applicable affidavits and required attachments.
☐ ROW-U-Affidavit
☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required. Supporting documentation for existing easements is required for easement replacement.
☐ Toll Road (Supporting documentation of compensable property interest required if more than 50% eligibility ratio is applied)
☐ SP2125
☐ Master Utility Agreement

Page 1 of 4 August 8, 2024



County: Comal Highway: IH 35

C.C.S.J.: 0016-05-111 R.C.S.J.: 0016-06-115 AVO: 35005.015

#### **LEGAL DESCRIPTION OF PARCEL 3**

#### PART 1

Being a 0.0105 acre (457 sq. ft.) parcel of land situated in the Rafael Garza Survey, Abstract No. 175 and being a portion of Lot 1, Block 1 of the Texas Tack and Trailer subdivision recorded on March 10, 2005 under Document Number 200506009115 of the Official Public Records of Comal County, Texas (O.P.R.C.C.T.) and a portion of a called 15.000 acre tract described to Schertz 35, LLC. recorded on January 7, 2008 under Document Number 200806000649 of the O.P.R.C.C.T.; said 0.0105 acre parcel being more particularly described as follows:

**COMMENCING**, at a Mag nail with washer stamped "TXDOT SAT SURVEY" found on the existing northwest right-of-way (R.O.W.) line of Interstate Highway 35 (variable width R.O.W.) (Document Number 202106030671, O.P.R.C.C.T) for a south corner of said Lot 1 and said 15.000 acre tract;

**THENCE,** North 59° 21' 21" East, along the existing northwest R.O.W. line of said Interstate Highway 35 and the south line of said Lot 1 and said 15.000 acre tract, a distance of 101.03 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the **POINT OF BEGINNING** and south corner of the herein described parcel, having surface coordinates displayed in U.S. survey feet of N: 13,779,077.02, E: 2,211,679.88;

- 1) **THENCE**, North 30° 54' 53" West, crossing said Lot 1 and said 15.000 acre tract, a distance of 41.44 feet to a point for the west corner of the herein described parcel;
- 2) **THENCE**, North 59° 21' 21" East, continuing across said Lot 1 and said 15.000 acre tract, a distance of 11.02 feet to a ½" iron rod with blue plastic cap stamped "HALFF ESMT" set on the northeast line of said Lot 1 and said 15.000 acre tract, and on the southwest line of a called 20 acre tract described to Schertz 35, LLC recorded on November 18, 2016 under Document Number 201606044069 of the O.P.R.C.C.T., and the west line of a 16 foot sanitary sewer easement described to the City of Schertz recorded on April 13, 2009 under Document Number 200906011952 of the O.P.R.C.C.T. for the north corner of the herein described parcel;
- 3) **THENCE**, South 30° 54' 53" East (South 30° 25' 09" East record call) along the east line of said Lot 1 and said 15.000 acre tract and the southwest line of said 20 acre tract and said 16 foot easement, a distance of 41.44 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set in the existing northwest R.O.W. line of said Interstate Highway 35 for the east corner of the herein described parcel;
- 4) **THENCE**, South 59° 21' 21" West (North 59° 21' 21" East record call) along the existing northwest R.O.W. line of said Interstate Highway 35 and the south line of said Lot 1 and said 15.000 acre tract, a distance of 11.02 feet to the **POINT OF BEGINNING** and containing 0.0105 acres (457 square feet) of land.



#### PART 2

Being a 0.0082 acre (356 sq. ft.) parcel of land situated in the Rafael Garza Survey, Abstract No. 175 and being a portion of a called 20 acre tract of land described to Schertz 35, LLC recorded on November 18, 2016 under Document Number 201606044069 of the Official Public Records of Comal County, Texas (O.P.R.C.C.T.); said 0.0082 acre parcel being more particularly described as follows:

**COMMENCING,** at a magnetic nail found on the existing northwest right-of-way (R.O.W.) line of Interstate Highway 35 (variable width R.O.W.) (Document Number 202106030671, O.P.R.C.C.T) for a south corner of Lot 1, Block 1 of the Texas Tack and Trailer subdivision recorded on March 10, 2005 under Document Number 200506009115 of the O.P.R.C.C.T. and a south corner of a called 15.000 acre tract described to Schertz 35, LLC recorded on January 7, 2008 under Document Number 200806000649 of the O.P.R.C.C.T.;

**THENCE**, North 59° 21' 21" East, along the existing northwest R.O.W. line of said Interstate Highway 35 and the south line of said Lot 1 and said 15.000 acre tract, passing at a distance of 112.05 feet a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the south corner of said 20 acre tract and the south corner of a 16 foot sanitary sewer easement described to the City of Schertz recorded on April 13, 2009 under Document Number 200906011952 of the O.P.R.C.C.T., continuing for a total distance of 128.05 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the **POINT OF BEGINNING** and the south corner of the herein described parcel, having surface coordinates displayed in U.S. survey feet of N: 13,779,090.79, E: 2,211,703.12;

- 1) **THENCE**, North 30° 54' 53" West, crossing said 20 acre tract along the northeast line of said 16 foot easement, a distance of 41.44 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the west corner of the herein described parcel;
- 2) **THENCE**, North 59° 21' 21" East, continuing across said 20 acre tract, a distance of 8.58 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the north corner of the herein described parcel;
- 3) **THENCE**, South 30° 54' 53" East, continuing across said 20 acre tract a distance of 41.44 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set on the northwest R.O.W. line of said Interstate Highway 35 and the south line of said 20 acre tract for the east corner of the herein described parcel;
- 4) **THENCE**, South 59° 21' 21" West, along the existing northwest R.O.W. line of said Interstate Highway 35 and the southeast line of said 20 acre tract, a distance of 8.58 feet to the **POINT OF BEGINNING** and containing 0.0082 acres (356 square feet) of land.

#### Acreage Table

Part 1 0.0105 acres 457 square feet
Part 2 0.0082 acres 356 square feet
Total 0.0187 acres 813 square feet



#### 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 1.00017.
- 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 July 10, 2024.
- 7. Field surveys completed August 1, 2024.

This survey was prepared without the benefit of a title commitment, matters of record may exist where non are shown.

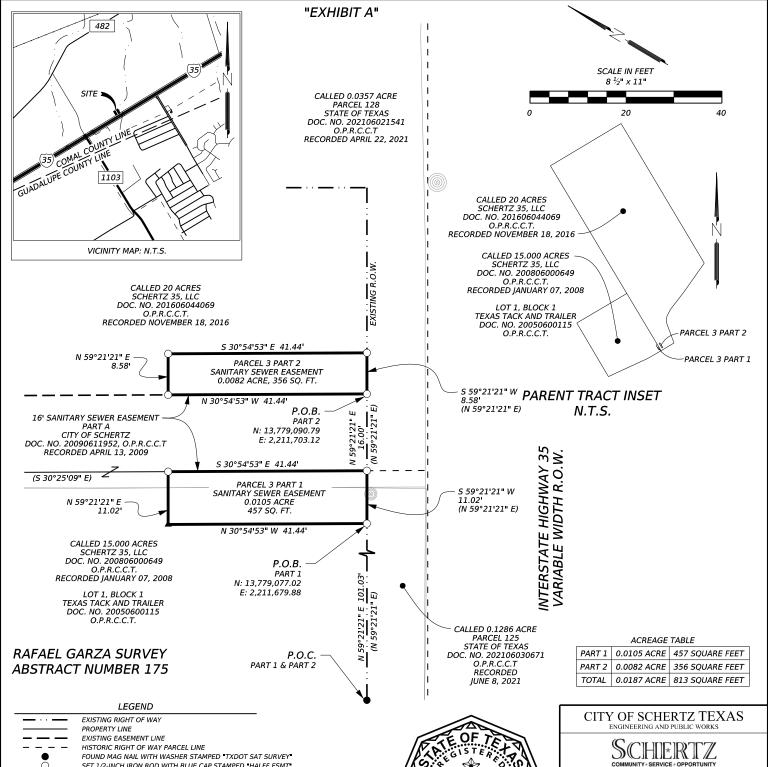
I hereby certify that this survey was made on the ground of the property shown hereon, under my supervision.

Amanda M. Jonas

Registered Professional Land Surveyor

Texas No. 7010

T.B.P.E.L.S. Surveying Firm No. 10194444



SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "HALFF ESMT"

**▲** P.O.B. POINT OF BEGINNING P.O.C. POINT OF COMMENCEMENT R.O.W. RIGHT OF WAY

O.P.R.C.C.T. OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

- 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 1.00017.
- 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
- 6. ABSTRACTING COMPLETED JULY 10, 2024.
- 7. FIELD SURVEYS COMPLETED AUGUST 1, 2024.



THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

Amanda mas 108/08/2024 AMANDA M. JONAS REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 7010





100 NE INTERSTATE 410 LOOF SUITE 701 SAN ANTONIO, TEXAS 78216 TEL (210) 798-1895 FAX (210) 798-1896 TBPELS FIRM #10029607



4615 Northwest Loop 410 San Antonio, TX 78229 © 2024 210.615.1110

#### PARCEL 3

PAGE 4 OF 4

FED.ROAD DIV.NO.	FEDERAL	. AID PROJE	CT NO.	HIGHWAY NO.	
6				IH 35	
STATE	DIST.	COUNTY			
TEXAS	16	COMAL			
C.C.S.J.	0016	05	111		
R.C.S.J.	0016	06	115		

Page 1 of 4 August 8, 2024



County: Comal Highway: IH 35

C.C.S.J.: 0016-05-111 R.C.S.J.: 0016-06-115 AVO: 35005.015

#### **LEGAL DESCRIPTION OF PARCEL 4**

Being a 0.0067 acre (292 sq. ft.) parcel of land situated in the Rafael Garza Survey, Abstract No. 175 and being a portion of a called 0.119 acre tract of land described to Green Side Investments Group, Inc. recorded on March 19, 2001 under Document Number 200106009338 of the Official Public Records of Comal County, Texas (O.P.R.C.C.T.); said 0.0067 acre parcel being more particularly described as follows:

**COMMENCING**, at a 3-¼ inch aluminum cap stamped "TEXAS DEPT OF TRANSPORTATION R.O.W. MONUMENT" found on the existing southeast right-of-way (R.O.W.) line of Interstate Highway 35 (variable width R.O.W.) (Document Number 202206005289, O.P.R.C.C.T.) for a corner at a jog in said R.O.W. and a corner on a northwest line of a called 80.4996 acre tract of land described as Tract One to Nolly Caribbean Properties, LLC. recorded on June 15, 2017 under Document Number 201706029109 of the O.P.R.C.C.T.;

**THENCE**, North 30° 51' 03" West, along the existing southeast R.O.W. line of said Interstate Highway 35 and a northwest line of said 80.4996 acre tract, a distance of 20.00 feet to a point for a corner of said jog in existing southeast R.O.W. line of said Interstate Highway 35 and a corner on a northwest line of said 80.4996 acre tract;

**THENCE**, South 59° 13' 32" West, along the existing southeast R.O.W. line of said Interstate Highway 35 and a northwest line of said 80.4996 acre tract, a distance of 13.08 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set on the existing southeast R.O.W. line of said Interstate Highway 35 for the **POINT OF BEGINNING** and the northeast corner of the herein described parcel, having surface coordinates displayed in U.S. survey feet of N: 13,778,792.60, E: 2,211,834.39;

- 1) **THENCE**, South 28° 10' 33" East (South 27° 47' 53" East deed call) along a northeast line of said 0.119 acre tract and a west line said 80.4996 acre tract, a distance of 12.94 feet, to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the east corner of said 0.119 acre tract and the east corner of the herein described parcel;
- 2) **THENCE**, South 18° 10' 12" West (South 18° 33" 01" West deed call) along an east line of said 0.119 acre tract and a west line said 80.4996 acre tract, a distance of 10.81 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set on the east line of said 0.119, and the west line of said 80.4996 acre tract for the southeast corner of the herein described parcel;
- 3) **THENCE**, South 59° 08' 57" West, crossing said 0.119 acre tract, a distance of 8.15 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the south corner of the herein described parcel:



- 4) **THENCE**, North 30° 51' 03" West, continuing across said 0.119 acre tract, a distance of 16.17 feet to a Mag nail with washer set on the west line of said 0.119 acre tract and the east line of a called 0.707 acre tract described to 35 Investments, LTD. recorded on February 15, 2006 under Document Number 200606006391 of the O.P.R.C.C.T. for the west corner of the herein described parcel;
- 5) **THENCE**, North 20° 07' 20" East (North 20° 30' 00" East deed call) along the west line of said 0.119 acre tract and the east line of said 0.707 acre tract, a distance of 6.14 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set on the existing southeast R.O.W. line of said Interstate Highway 35, the west line of said 0.119 acre tract and the east line of said 0.707 acre tract for the northwest corner of the herein described parcel;
- 6) **THENCE**, North 59° 13' 32" East (South 59° 13' 32" East record call) along the existing southeast R.O.W. line of said Interstate Highway 35 and a north line of said 0.119 acre tract, a distance of 12.15 feet to the **POINT OF BEGINNING** and containing 0.0067 acres (292 sq. ft.) of land;



#### 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 1.00017.
- 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 July 10, 2024.
- 7. Field surveys completed August 1, 2024.

Commitment for title insurance prepared by Alamo Title Insurance, GF No. SAT-08-4000082401325, effective date of June 23, 2024, and issued on June 27, 2024.

I hereby certify that this survey was made on the ground of the property shown hereon, under my supervision.

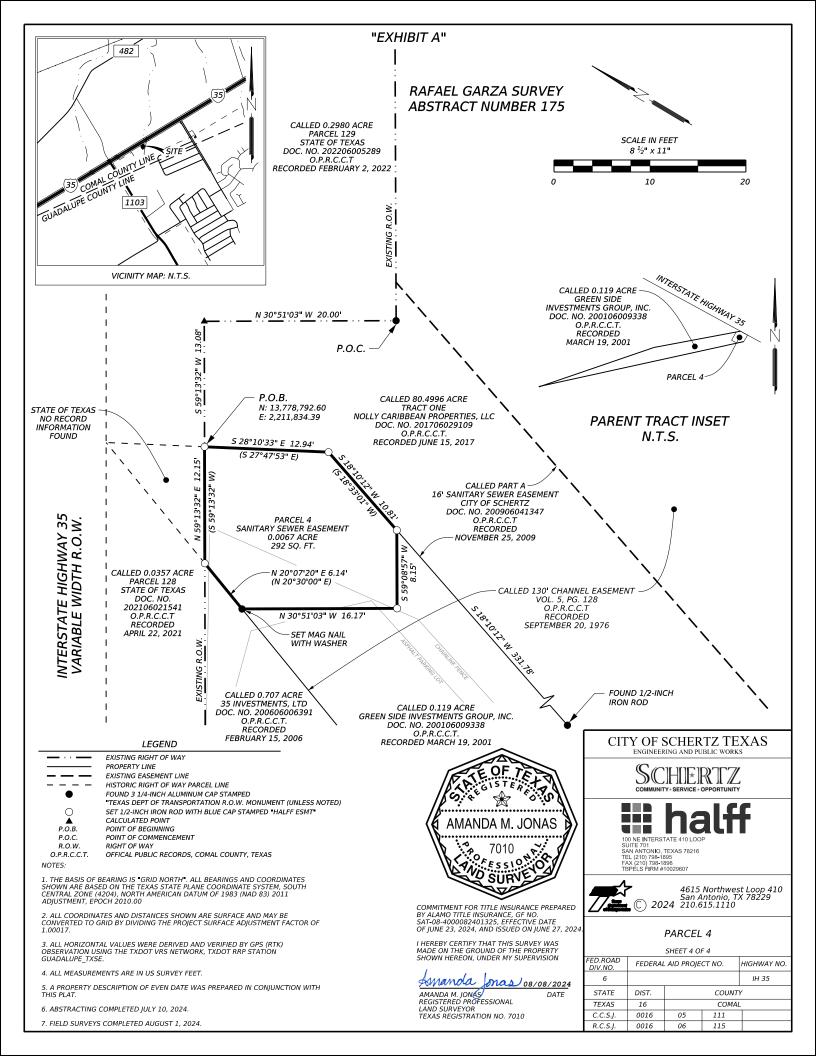
Amanda M. Jonas

Registered Professional Land Surveyor

Texas No. 7010

T.B.P.E.L.S. Surveying Firm No. 10194444







County: Comal Highway: IH 35

C.C.S.J.: 0016-05-111 R.C.S.J.: 0016-06-115 AVO: 35005.015

#### **LEGAL DESCRIPTION OF PARCEL 5**

Being a 0.2189 acre (9,534 sq. ft.) parcel of land situated in the Rafael Garza Survey, Abstract No. 175 and being a portion of a called 80.4996 acre tract of land described as Tract 1 to Nolly Caribbean Properties, LLC recorded on June 15, 2017 under Document Number 201706029109 of the Official Public Records of Comal County, Texas (O.P.R.C.C.T.); said 0.2189 acre parcel being more particularly described as follows:

**COMMENCING**, at a ½ inch iron rod found for a north corner of said 80.4996 acre tract and the southeast corner of a called 0.0342 acre tract of land described as Tract 2 to the Purpose Church recorded on September 28, 2022 under Document Number 202206042907 of the O.P.R.C.C.T. from which a ½ inch iron rod found at an angle corner of said 80.4996 acre tract bears South 83° 57' 22" East, a distance of 263.09 feet;

**THENCE,** South 81° 13' 01" West, crossing said 80.4996 acre tract, a distance of 73.78 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the **POINT OF BEGINNING** and the east corner of the herein described parcel, having surface coordinates displayed in U.S. survey feet of N: 13,779,278.15, E: 2,212,691.72;

- 1) **THENCE**, South 59° 20' 33" West, continuing across said 80.4996 acre tract, a distance of 700.80 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set on the east line of a called 0.517 acre variable width utility easement described to the City of Schertz, Texas recorded on February 10, 2022 under Document Number 202206006618 for the southwest corner of the herein described parcel;
- 2) **THENCE**, North 37° 05' 33" East, continuing across said 80.4996 acre tract and along the east line of said 0.517 acre easement, a distance of 37.39 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the northwest corner of the herein described parcel;
- 3) **THENCE**, North 59° 21' 14" East, continuing across said 80.4996 acre tract and along the southeast line of a called 0.283 acre 16 foot sanitary sewer easement described to Guadco Municipal Utility Districts No. 1 and No. 2 recorded on September 25, 1986 in Volume 531, Page 835 of the O.P.R.C.C.T., a distance of 652.14 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the northeast corner of the herein described parcel;
- 4) THENCE, South 75° 43' 01" East, continuing across said 80.4996 acre tract and along the south line of a called 0.013 acre variable width utility easement described to the City of Schertz, Texas recorded on February 10, 2022 under Document Number 202206006619, a distance of 19.86 feet to the POINT OF BEGINNING and containing 0.2189 acre (9,534 sq. ft.) of land;



#### 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 1.00017.
- 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 July 10, 2024.
- 7. Field surveys completed August 1, 2024.

Commitment for title insurance prepared by Alamo Title Insurance, GF No. SAT-08-4000082401326, effective date of June 23, 2024, and issued on June 28, 2024.

I hereby certify that this survey was made on the ground of the property shown hereon, under my supervision.

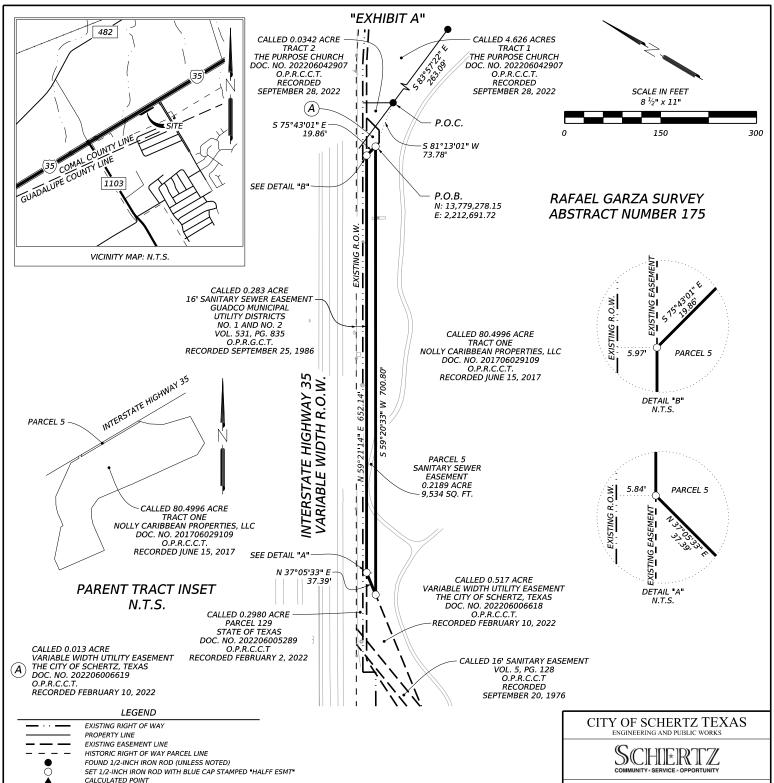
\_\_\_\_\_

Amanda M. Jonas

Registered Professional Land Surveyor

Texas No. 7010

T.B.P.E.L.S. Surveying Firm No. 10194444



**▲** P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT R.O.W. RIGHT OF WAY

O.P.R.C.C.T. OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

- 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 1.00017.
- 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
- 6. ABSTRACTING COMPLETED JULY 10, 2024.
- 7. FIELD SURVEYS COMPLETED AUGUST 1, 2024.

COMMITMENT FOR TITLE INSURANCE PREPARED BY ALAMO TITLE INSURANCE, GF NO. SAT-08-4000082401326 EFFECTIVE DATE OF JUNE 23, 2024, AND ISSUED ON JUNE 28, 2024.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

AMANDA M. JONAS REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 7010 DATE



100 NE INTERSTATE 410 LOOF SUITE 701 SAN ANTONIO, TEXAS 78216 TEL (210) 798-1895 FAX (210) 798-1896 TBPELS FIRM #10029607



4615 Northwest Loop 410 San Antonio, TX 78229 © 2024 210.615.1110

#### PARCEL 5

PAGE 3 OF 3

FAGE 3 OF 3					
FED.ROAD DIV.NO.	FEDERAL	. AID PROJE	HIGHWAY NO.		
6				IH 35	
STATE	DIST.	COUNTY			
TEXAS	16	COMAL			
C.C.S.J.	0016	05	111		
R.C.S.J.	0016	06	115		

Page 1 of 3 August 8, 2024



County: Comal Highway: IH 35

C.C.S.J.: 0016-05-111 R.C.S.J.: 0016-06-115 AVO: 35005.015

#### **LEGAL DESCRIPTION OF PARCEL 6**

Being a 0.0575 acre (2,506 sq. ft.) parcel of land situated in the Rafael Garza Survey, Abstract No. 175 and being a portion of a called 4.626 acre tract of land described as Tract 1 and a portion of a called 0.0342 acre tract of land described as Tract 2 to The Purpose Church recorded on September 28, 2022 under Document Number 202206042907 of the Official Public Records of Comal County, Texas (O.P.R.C.C.T.); said 0.0575 acre parcel being more particularly described as follows:

**COMMENCING,** at a ½ inch iron rod found on the north line of a called 80.4996 acre tract of land described as Tract One to Nolly Caribbean Properties, recorded on June 15, 2017 under Document Number 201706029109 of the O.P.R.C.C.T. for the southwest corner of said 4.626 acre tract and the southeast corner of said 0.0342 acre tract from which a ½ inch iron rod found at an angle corner of said 4.626 acre tract bears South 83° 57' 22" East, a distance of 263.09 feet;

**THENCE,** North 83° 57' 22" West, along the south line of said 0.0342 acre tract and a northern line of said 80.4996 acre tract, a distance of 46.47 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the **POINT OF BEGINNING** and the west corner of the herein described tract having surface coordinates displayed in U.S. survey feet of N: 13,779,294.31, E: 2,212,718.42;

- 1) **THENCE**, North 14° 13' 32" East, crossing said 0.0342 acre tract along the east line of a called 0.005 acre variable width utility easement described to the City of Schertz, Texas recorded under Document Number 201806029104 of the O.P.R.C.C.T., a distance of 19.38 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set on the southeast line of a 16 foot sanitary sewer easement described to Guadco Municipal Utility Districts No. 1 and No. 2 recorded on August 8, 1986 in Volume 522, Page 777 of the O.P.R.C.C.T. for the northwest corner of the herein described parcel;
- 2) **THENCE**, North 59° 21' 14" East, crossing said 0.0342 acre tract and crossing said 4.626 acre tract and along the southeast line of said 16 foot easement, a distance of 83.36 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the north corner of the herein described parcel;
- 3) THENCE, North 62° 47' 15" East, continuing along the southeast line of said 16 foot easement and crossing said 4.626 acre tract, a distance of 129.22 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the northeast corner of the herein described parcel;
- 4) **THENCE**, South 30° 38' 04" East, crossing said 4.626 acre tract, a distance of 5.95 feet to a ½ inch iron rod with blue plastic cap stamped "HALFF ESMT" set for the east corner of the herein described parcel;



5) **THENCE**, South 59° 20' 33" West, continuing across said 4.626 acre tract and crossing said 0.0342 acre tract, a distance of 226.03 feet to the **POINT OF BEGINNING** and containing 0.0575 acre (2,506 sq. ft.) of land;

#### 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 1.00017.
- 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 July 10, 2024.
- 7. Field surveys completed August 1, 2024.

Commitment for title insurance prepared by Alamo Title Insurance, GF No. SAT-08-4000082401327, effective date of June 9, 2024, and issued on June 17, 2024.

I hereby certify that this survey was made on the ground of the property shown hereon, under my supervision.

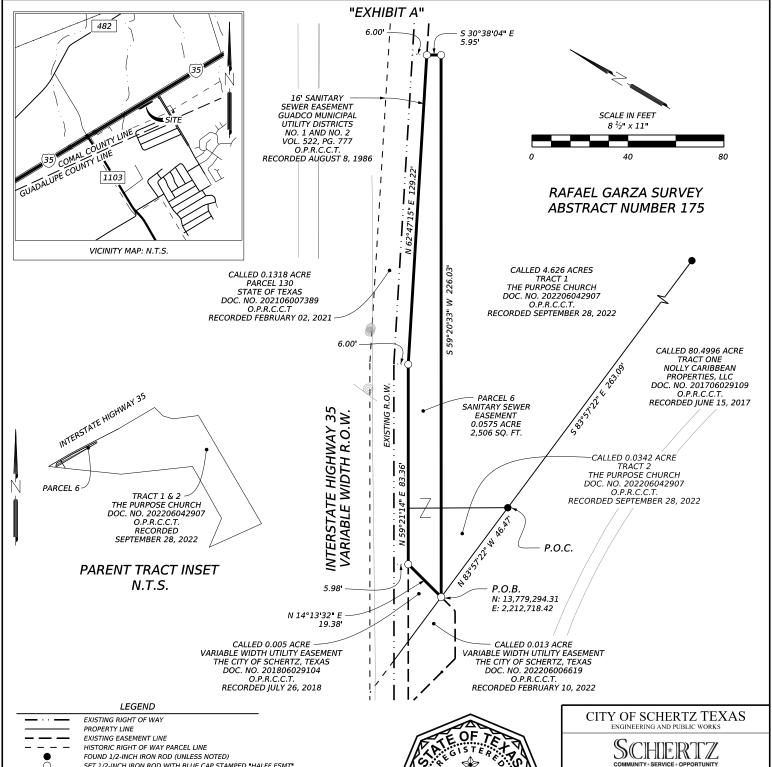
Amanda M. Jonas

Registered Professional Land Surveyor

Texas No. 7010

T.B.P.E.L.S. Surveying Firm No. 10194444





SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "HALFF ESMT"

CALCULATED POINT **▲** P.O.B. POINT OF BEGINNING P.O.C. POINT OF COMMENCEMENT R.O.W. RIGHT OF WAY

O.P.R.C.C.T. OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

- 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 1.00017.
- 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
- 6. ABSTRACTING COMPLETED JULY 10, 2024.
- 7. FIELD SURVEYS COMPLETED AUGUST 1, 2024.



COMMITMENT FOR TITLE INSURANCE PREPARED BY ALAMO TITLE INSURANCE, GF. NO. SAT-0-4000082401327, EFFECTIVE DATE OF JUNE 9, 2024 AND ISSUED ON JUNE 17, 2024

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

Amanda mas 08/08/2024 DATE

AMANDA M. JONAS REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 7010



100 NE INTERSTATE 410 LOOF SUITE 701 SAN ANTONIO, TEXAS 78216 TEL (210) 798-1895 FAX (210) 798-1896 TBPELS FIRM #10029607



4615 Northwest Loop 410 San Antonio, TX 78229 © 2024 210.615.1110

#### PARCEL 6

PAGE 3 OF 3

ED.ROAD DIV.NO.	FEDERAL	. AID PROJE	CT NO.	HIGHWAY NO.
6				IH 35
STATE	DIST.	COUNTY		
TEXAS	16	COMAL		
C.C.S.J.	0016	05	111	
R.C.S.J.	0016	06	115	



Issued Date: February 2, 2025

Revised Date: February 6, 2025

County: Guadalupe

AVO: 35005.015

#### **LEGAL DESCRIPTION OF PARCEL 7**

Being a 0.0363 acre (1,581 sq. ft.) parcel of land situated in the Robert Martin & JF Walker Survey, Abstract No. 244 and being a portion of Lot 1 of the Weiderstein Ranch Subdivision recorded in Volume 8, Page 784 of the Map and Plat Records of Guadalupe County, Texas and also being a portion of a tract of land described to Mi Red Vines, LLC in a Special Warranty Deed recorded on January 17, 2023 under Document Number 202399001268 of the Official Public Records of Guadalupe County, Texas (O.P.R.G.C.T.); said 0.0363 acre parcel being more particularly described as follows:

**COMMENCING** at a 3-1/4 inch aluminum cap stamped "TEXAS DEPT OF TRANSPORTATION R.O.W. MONUMENT" found on the existing south right of way (R.O.W.) line of Interstate Highway 35 (variable width R.O.W.) for the northwest corner of said Lot 1 and said Mi Red Vines, LLC tract and the northeast corner of a called 18.761 acre tract described to Schertz Station, LTD in a Warranty Deed recorded on November 17, 2023 under Document Number 202399028270 of the Official Public Records of Guadalupe County, Texas (O.P.R.G.C.T.),

**THENCE** along a westerly line of said Lot 1 and said Mi Red Vines, LLC tract and east line of said 18.761 acre tract, South 31° 15' 57" East for a distance of 47.20 feet to a point for the **POINT OF BEGINNING** and the northwest corner of the herein described parcel having surface coordinates displayed in U.S. survey feet of N=13,773,595.37, E=2,203,590.91;

- 1) **THENCE** over and across said Lot 1 and said Mi Red Vines, LLC tract, North 41° 56' 23" East for a distance of 75.57 feet to a point for an angle corner of the herein described parcel;
- 2) THENCE continuing over and across said Lot 1 and said Mi Red Vines, LLC tract, North 31° 16' 06" West for a distance of 3.14 feet to a point for an angle corner of the herein described parcel;
- 3) THENCE continuing over and across said Lot 1 and said Mi Red Vines, LLC tract, North 58° 43' 54" East for a distance of 25.01 feet to a point in the east line of said Lot 1 and said Mi Red Vines, LLC tract and the west line of a called 21.50 acre tract described to Bussey's, LTD. in a Warranty Deed recorded on September 10, 1984 under Volume 717, Page 727 of the Official Public Records of Guadalupe County, Texas for an angle corner of the herein described parcel;

- 4) **THENCE** with the east line of said Lot 1 and said Mi Red Vines, LLC tract and the west line of said 21.50 acre tract, South 31° 15′ 57" East (South 31° 15′ 57" East deed call) for a distance of 24.34 feet to a point for an angle corner of the herein described parcel from which a 5/8 inch iron rod found for the southeast corner of said Lot 1 and said Mi Red Vines, LLC tract bears South 31° 15′ 57" East at a distance of 1,272.51 feet;
- 5) **THENCE** over and across said Lot 1 and said Mi Red Vines, LLC tract, North 79° 22' 40" West for a distance of 14.65 feet to a point for an angle corner of the herein described parcel;
- 6) **THENCE** continuing over and across said Lot 1 and said Mi Red Vines, LLC tract, South 41° 56' 23" West for a distance of 90.30 feet to a point on a westerly line of said Lot 1 and said Mi Red Vines, LLC tract and the east line of said 18.761 acre tract for an angle corner of the herein described parcel from which a found 5/8 inch iron rod for a northerly angle corner of said Lot 1 and said Mi Red Vines, LLC tract bears South 31° 15' 57" East for a distance of 278.68 feet;
- 7) **THENCE** along the west line of said Lot 1 and said Mi Red Vines, LLC tract and the east line of said 18.761 acre tract, North 31° 16' 12" West for a distance of 15.67' to the **POINT OF BEGINNING** and containing 0.0363 acre (1,581 sq. ft.) of land;

#### 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 1.00017.
- 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 plat of even date was prepared in conjunction with this property description.

Revised Date: February 6, 2025 – Revised corner description.

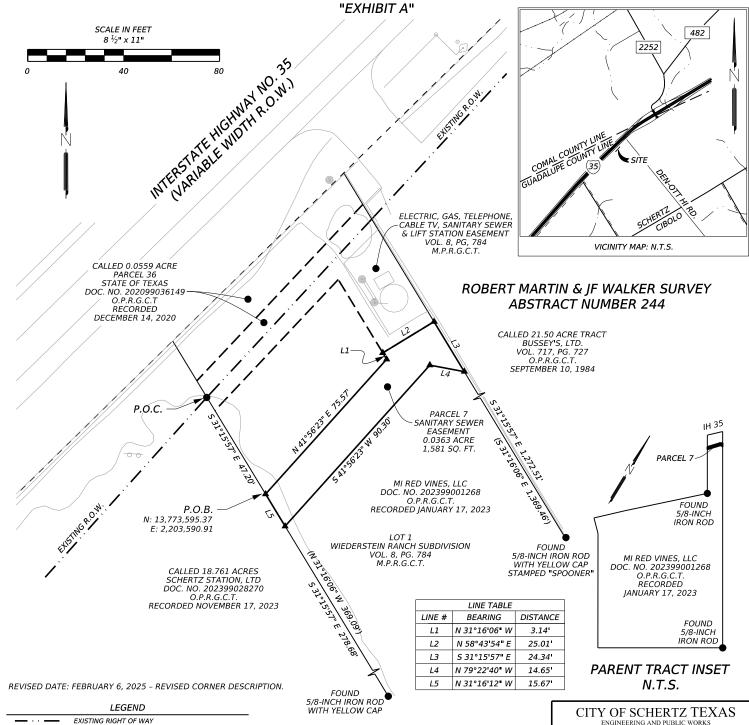
I hereby certify that this survey was made on the ground of the property shown hereon, under my supervision.

Amanda M. Jonas

Registered Professional Land Surveyor

Texas No. 7010

T.B.P.E.L.S. Surveying Firm No. 10194444



PROPERTY LINE EXISTING EASEMENT LINE HISTORIC RIGHT OF WAY PARCEL LINE FOUND 3 1/4-INCH ALUMINUM CAP STAMPED TEXAS DEPT OF TRANSPORTATION R.O.W. MONUMENT (UNLESS NOTED) SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "HALFF ESMT" CALCULATED POINT P.O.B. P.O.C. POINT OF BEGINNING POINT OF COMMENCEMENT R.O.W. RIGHT OF WAY MAP AND PLAT RECORDS, GUADALUPE COUNTY, TEXAS

M.P.R.G.C.T. O.P.R.G.C.T. OFFICAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS

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 1.00017.
- 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 JULY 10, 2024.
- 7. FIELD SURVEYS COMPLETED IANUARY 24, 2025.



THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

Amanda Jonas 02/06/2025 AMANDA M. JONAS REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 7010





100 NE INTERSTATE 410 LOOI SUITE 701 SAN ANTONIO, TEXAS 78216 TEL (210) 798-1895 FAX (210) 798-1896 TBPELS FIRM #10029607



4615 Northwest Loop 410 San Antonio, TX 78229 © 2024 210.615.1110

#### PARCEL 7

PAGE 3 OF 3

FED.ROAD DIV.NO.	FEDERAL	. AID PROJE	HIGHWAY NO.		
6				IH 35	
STATE	DIST.	COUNTY			
TEXAS	15	COMAL			
C.C.S.J.	0016	05	111		
R.C.S.J.	0016	06	115		

#### CITY COUNCIL MEMORANDUM

**City Council** 

**April 15, 2025** 

**Department:** 

**Engineering** 

**Subject:** 

**Meeting:** 

Resolution 25-R-049 - Authorizing easement acquisition agreements related to

the utility relocations for the IH 35 NEX Project

(B.James/K.Woodlee/E.Schulze)

#### **BACKGROUND**

Due to conflicts with the Texas Department of Transportation's (TxDOT) proposed IH 35 NEX project, the City of Schertz must relocate existing water and sewer mains. The City currently has sewer mains located within easement that are now being encroached on by the interstate highways new right-of-way limits. Five (5) parcels have been identified where new easements are necessary to support the utility relocations.

Halff Associates has acquired appraisals and began negotiating with property owners. The total combined cost of the easements is estimated at \$110,000. No individual easement value exceeds \$50,000.

As is typical with utility relocations along interstate facilities necessitated by TxDOT improvements, the cost is fully reimbursable. Responsibilities of the City and TxDOT related to this relocation are outlined in a Standard Utility Agreement (SUA) funding reimbursement.

#### **GOAL**

The goal of Resolution 25-R-049 is to authorize the City Manager to execute easement documents once negotiations with property owners are complete.

#### **COMMUNITY BENEFIT**

The relocation of utilities will allow for the continuation of water and sewer service to residents and businesses along the IH 35 corridor.

#### SUMMARY OF RECOMMENDED ACTION

Staff recommends that City Council approve Resolution 25-R-049, authorizing the City Manager to execute easement documents for utility relocations for the IH 35 NEX project.

#### FISCAL IMPACT

The initial funding for the easement acquisition will be from Water and Sewer Construction Reserves and will be later reimbursed from the State of Texas due to this being an interstate highway.

#### RECOMMENDATION

Approve Resolution 25-R-049.

Resolution 25-R-049 with attachments

#### **RESOLUTION NO. 25-R-049**

## A RESOLUTION AUTHORIZING EASEMENT AGREEMENTS IN CONJUNCTION WITH UTILITY RELCATIONS REQUIRED BY THE IH 35 NEX PROJECT.

- WHEREAS, the Texas Department of Transportation (TxDOT) is undertaking the Interstate Highway 35 North East Expansion (IH 35 NEX) Project and has acquired additional right of way for the widening of the highway; and
- WHEREAS, water and sewer mains of the City of Schertz, Texas, (City) are located in conflict with the planned TxDOT improvements to IH 35; and
- **WHEREAS,** the City sewer lines are currently located within easements that are now being encroached on by the TxDOT project; and
- **WHEREAS**, the City has identified five (5) parcels where new easements are necessary; and
- WHEREAS, the total appraised value is approximately \$110,000 for all of the easements combined, but no individual easement amount exceeds \$50,000; and
- WHEREAS, the State of Texas will pay to the City of Schertz the costs incurred in the adjustment, removal, and relocation of utilities, including necessary site and easement purchase; and
- WHEREAS, City Staff has recommended that the City acquire and execute new easements for the relocation of utilities along Interstate Highway 35.

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

- Section 1. The City Council hereby authorizes the purchasing of five (5) easements located along IH 35 and authorizes the City Manager to execute the necessary documents substantially in the form set forth as Exhibit A Wastewater Easement Agreement for parcels shown as Exhibits B through F.
- 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.

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.

It is officially found, determined, and declared that the meeting at which this Section 6. 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 SCHERT	Z, TEXAS
ATTEST:	Ralph Gutierrez, M	ayor
Sheila Edmondson, City Secretary		

## EXHIBIT A CITY STANDARD WASTEWATER EASEMENT AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### **WASTEWATER EASEMENT AGREEMENT**

THE STATE OF TEXAS	§ 8
COUNTY OF	§ §
GRANT OF EASEMENT:	

(NAME OF GRANTOR AND ADDRESS INCLUDING COUNTY) ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto THE CITY OF SCHERTZ, TEXAS, a Texas home-rule city, with offices located at 1400 Schertz Parkway, Schertz, Texas 78154 ("Grantee"), an easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract"),

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions, to Warranty, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

- 1. *Definitions*. For the purposes of this grant of Easement certain terms shall have the meanings that follow:
  - (a) "Holder" shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
  - (b) "Public Utility" shall mean wastewater facilities.
- 2. Character of Easement. The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The

Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Holder.

- 3. Purpose of Easement. The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public utility facilities and related appurtenances, or making connections thereto. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the public utility facilities and related appurtenances.
- 4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
- 5. Reservation of Rights. Holder's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns retain the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not (i) interfere with the use of the Easement Property by Holder for the Easement Purpose, nor (ii) may Grantor construct any building, structure or obstruction on the Easement Property. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Written approval of Holder must be obtained prior to any use or improvement of Easement Property.
- 6. Secondary Easement. Holder has the right (the "Secondary Easement") to use the surface of the 20-foot wide area adjacent to the Easement Property, to assist in the initial installation and as may be reasonably necessary to maintain, repair, and replace the Facilities within the Easement Property of the Facilities within the Easement Property. However, Holder must promptly restore the area of the Temporary Construction Easement to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
- 7. Improvement and Maintenance of Easement Property. Subject to the provisions of Section 8., immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder will also replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.

- 8. Maintenance of Surface Easement Property/Permitted Improvements. Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash. Any permitted improvement made by Grantor must comply with applicable ordinances, development codes and engineering guidelines of the City of Schertz, and must not conflict with use of the easement for its intended purpose as described herein.
- 9. Equitable Rights of Enforcement. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
- 10. Attorney's Fees. If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
- 11. *Binding Effect*. This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
- 12. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
- 13. *Counterparts*. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- 14. Waiver of Default. It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
- 15. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

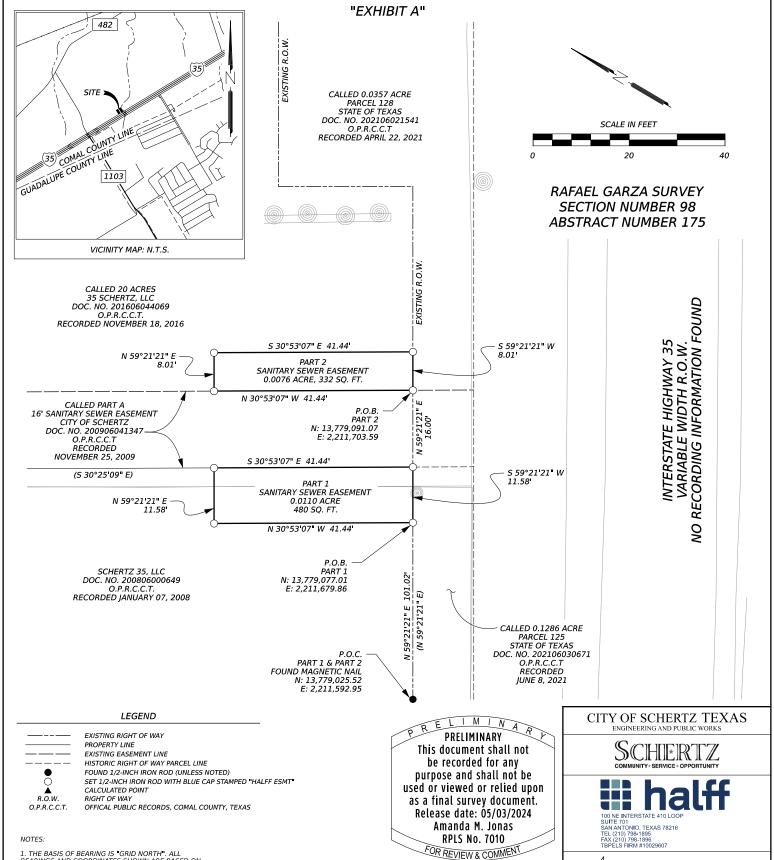
- 16. *Integration*. This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
- 17. *Exceptions to Warranty*. This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
- 18. Legal Construction. Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
- 19. *Notices*. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
- 20. *Recitals/Exhibits*. Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
- 21. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHER, 20	EOF, this	instrument	is execut	ted this	day	of
		GRA	NTOR:			
			(Grantor	's Name)		
		By:	(Grantor	's Signature)		
THE STATE OF TEXAS §						
COUNTY OF §						
This instrument was ackr	nowledged l individual r	before me on residing in	Co	ounty, Texas.	, 20,	, by
(seal)		Notary P	ublic Signa	ture		
· · ·						

### 

(seal)

# EXHIBIT B PARCEL 3



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 SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00017. UNIT OF MEASURE IS US SURVEY FEET.

3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE\_TXSE.

4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EASEMENT PLAT.

5. ABSTRACTING COMPLETED APRIL 26, 2024. 6. FIELD SURVEYS COMPLETED APRIL 10, 2024 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

AMANDA M. JONAS DATE REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 7010



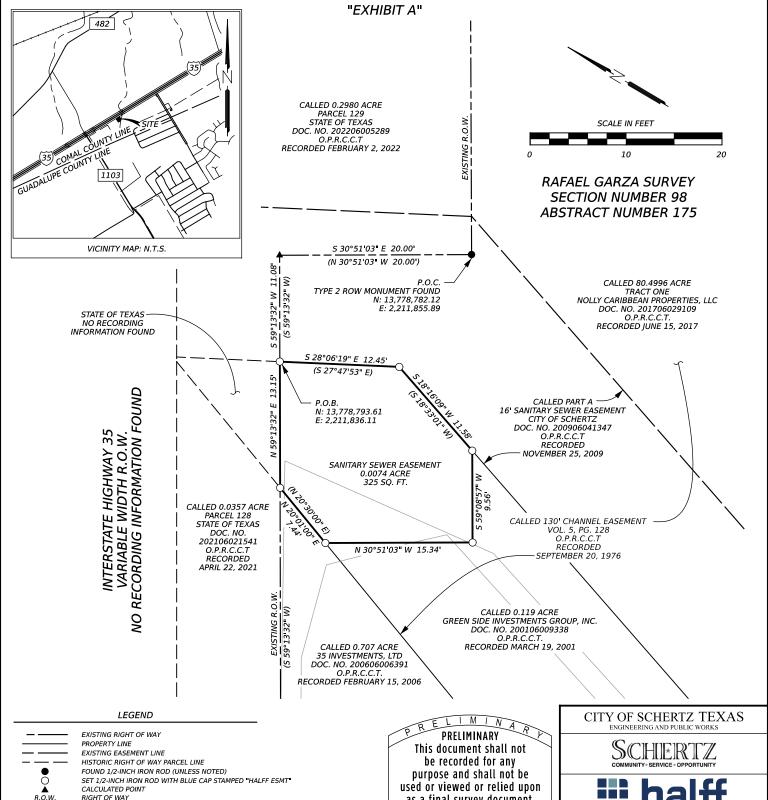
4615 Northwest Loop 410 San Antonio, TX 78229 2024 210.615.1110

#### 0.0186 ACRE SANITARY SEWER EASEMENT

SHEET 3 OF 3

ED.ROAD DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.	
6				IH 35
STATE	DIST.	COUNTY		Υ
TEXAS	16	COMAL		
C.S.J.	0016	05	111	

# EXHIBIT C PARCEL 4



R.O.W. O.P.R.C.C.T.

RIGHT OF WAY OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

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 SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00017. UNIT OF MEASURE IS US SURVEY FEET.

3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE\_TXSE.

4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EASEMENT PLAT.

5. ABSTRACTING COMPLETED APRIL 26, 2024

6. FIELD SURVEYS COMPLETED APRIL 10, 2024

as a final survey document. Release date: 05/03/2024 Amanda M. Jonas **RPLS No. 7010** 

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

FOR REVIEW & COMMENT

THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

AMANDA M. JONAS REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 7010 DATE



100 NE INTERSTATE 410 LOO SUITE 701 SAN ANTONIO, TEXAS 78216 TEL (210) 798-1896 FAX (210) 798-1896 TBPELS FIRM #10029607



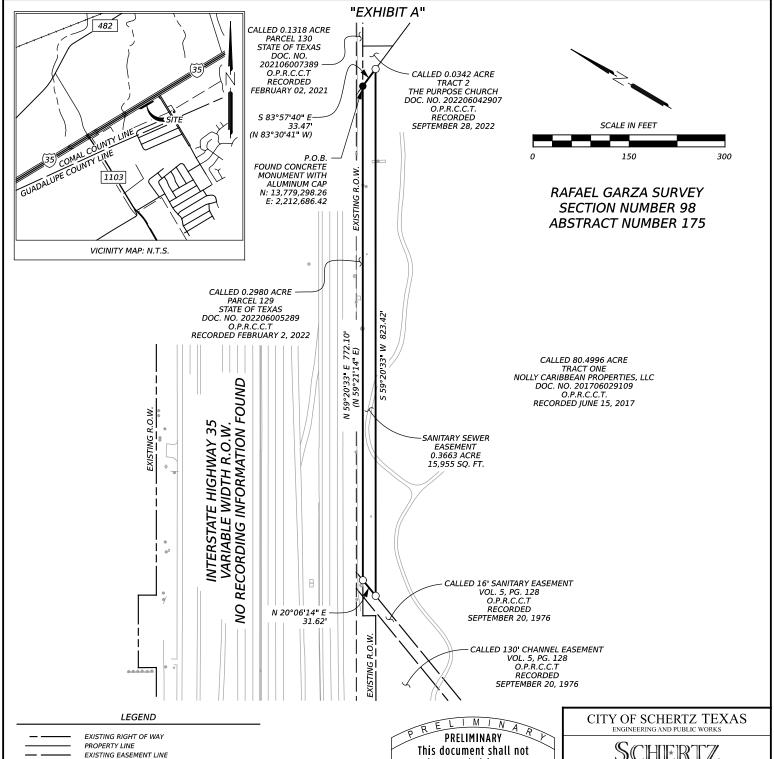
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#### 0.0074 ACRE SANITARY SEWER EASEMENT

SHEET 3 OF 3

ED.ROAD DIV.NO.	FEDERAL AID PROJECT NO. HIGHWAY NO		HIGHWAY NO.	
6				IH 35
STATE	DIST.		COUNT	Υ
TEXAS	16	COMAL		
C.S.J.	0016	05	111	

## EXHIBIT D PARCEL 5





O.P.R.C.C.T.

HISTORIC RIGHT OF WAY PARCEL LINE FOUND 1/2-INCH IRON ROD (UNLESS NOTED) SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "HALFF ESMT" CALCULATED POINT RIGHT OF WAY OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

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 SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00017. UNIT OF MEASURE IS US SURVEY FEET.

3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE\_TXSE.

4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EASEMENT PLAT.

5. ABSTRACTING COMPLETED APRIL 26, 2024

6. FIELD SURVEYS COMPLETED APRIL 10, 2024

be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Release date: 05/03/2024 Amanda M. Jonas **RPLS No. 7010** FOR REVIEW & COMMENT

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

AMANDA M. JONAS REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 7010 DATE





100 NE INTERSTATE 410 LOO SUITE 701 SAN ANTONIO, TEXAS 78216 TEL (210) 798-1896 FAX (210) 798-1896 TBPELS FIRM #10029607



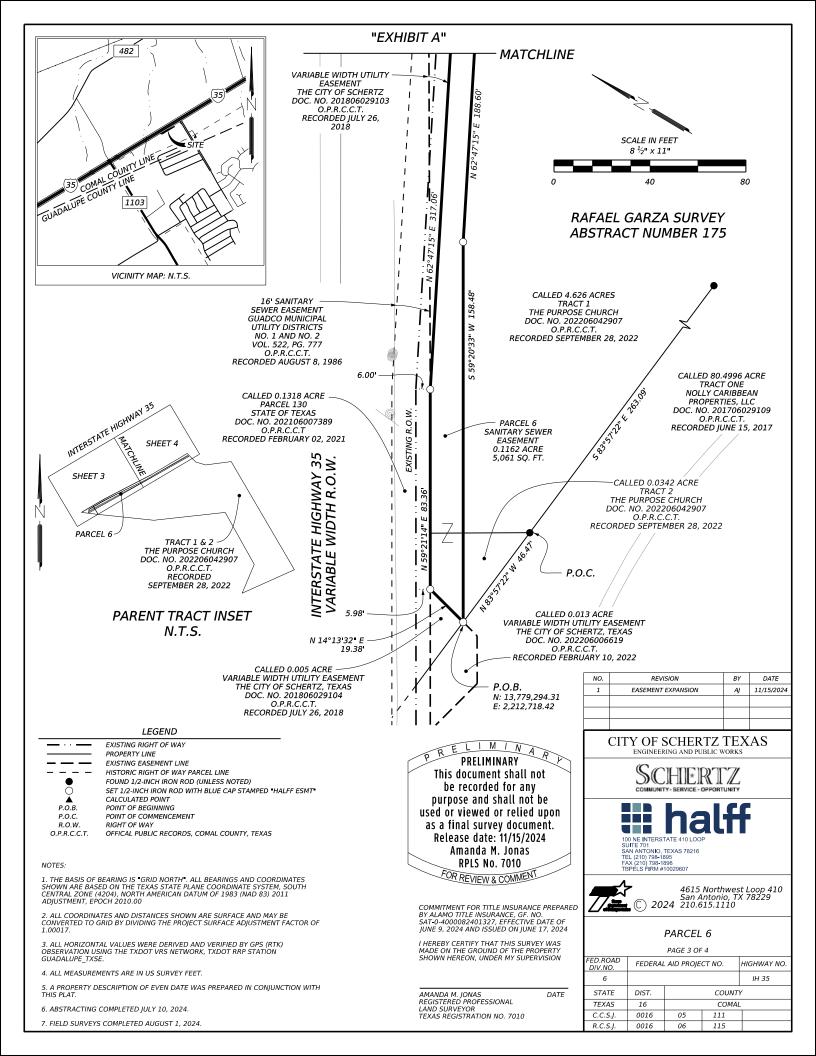
4615 Northwest Loop 410 San Antonio, TX 78229 2024 210.615.1110

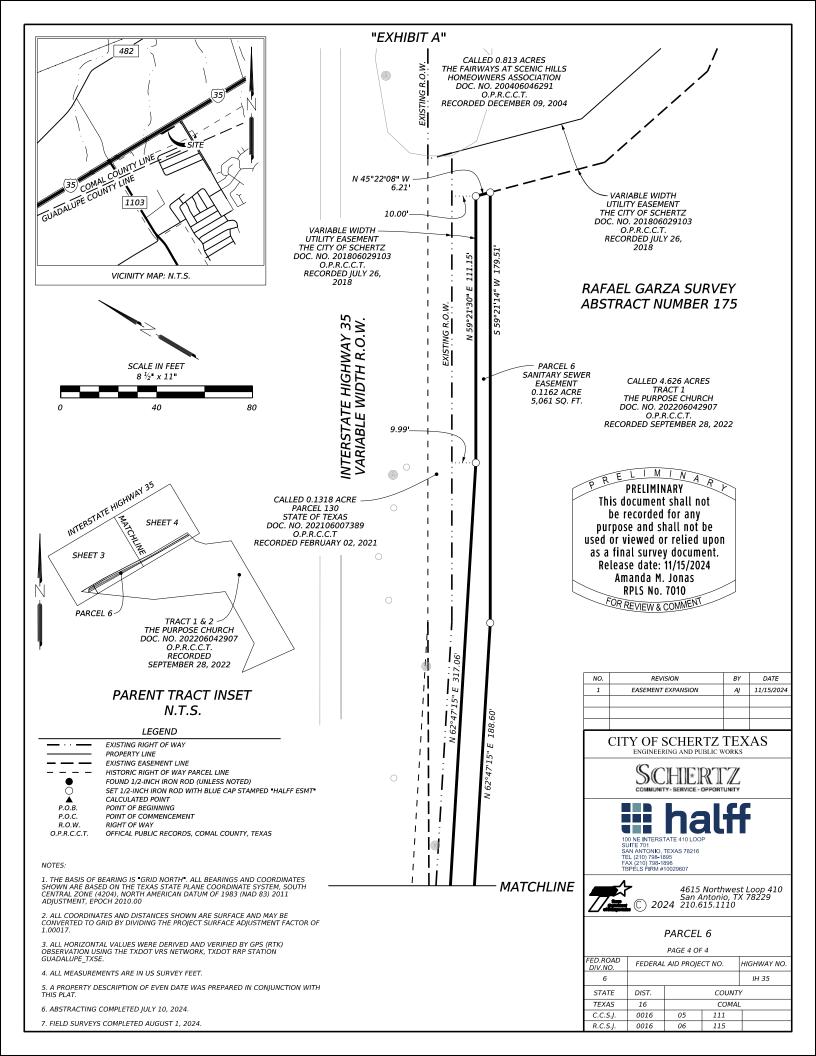
#### 0.3663 ACRE SANITARY SEWER EASEMENT

SHEET 3 OF 3

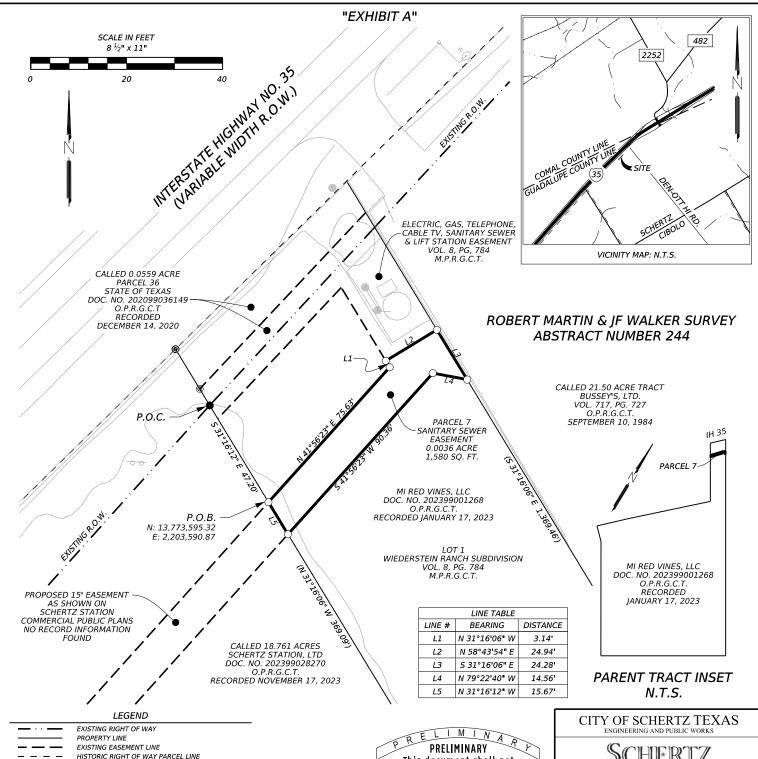
	311221 3 31 3			
ED.ROAD DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.	
6			IH 35	
STATE	DIST.		COUNT	Υ
TEXAS	16	COMAL		
C.S.J.	0016	05	111	

# EXHIBIT E PARCEL 6





## EXHIBIT F PARCEL 7



HISTORIC RIGHT OF WAY PARCEL LINE

FOUND 3 1/4-INCH ALUMINUM CAP STAMPED TEXAS DEPT OF TRANSPORTATION R.O.W. MONUMENT

SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "HALFF ESMT" CALCULATED POINT

P.O.B. P.O.C. POINT OF BEGINNING POINT OF COMMENCEMENT R.O.W. RIGHT OF WAY

MAP AND PLAT RECORDS, GUADALUPE COUNTY, TEXAS O.P.R.G.C.T. OFFICAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS

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 1.00017.

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
- 6. ABSTRACTING COMPLETED JULY 10, 2024.

7. FIELD SURVEYS COMPLETED AUGUST 1, 2024.

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Release date: 11/15/2024 Amanda M. Jonas **RPLS No. 7010** 

FOR REVIEW & COMMEN

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

AMANDA M. JONAS REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NO. 7010 DATE





100 NE INTERSTATE 410 LOO SUITE 701 SAN ANTONIO, TEXAS 78216 TEL (210) 798-1896 FAX (210) 798-1896 TBPELS FIRM #10029607



4615 Northwest Loop 410 San Antonio, TX 78229 © 2024 210.615.1110

#### PARCEL 7

PAGE 3 OF 3

FED.ROAD DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.	
6				IH 35
STATE	DIST.	COUNTY		Υ
TEXAS	16	COMAL		_
C.C.S.J.	0016	05	111	
R.C.S.J.	0016	06	115	

#### CITY COUNCIL MEMORANDUM

**City Council** 

**April 15, 2025** 

**Department:** 

**Emergency Medical Services** 

**Subject:** 

**Meeting:** 

Resolution 25-R-047 - Authorizing the purchase of specialized medical

supplies (S.Williams/J.Mabbitt)

#### **BACKGROUND**

Schertz EMS responds to over 15,000 calls for service and transports over 9,000 patients annually.

Our ambulances carry over 150 individual items to treat a variety of ailments including trauma, cardiac issues, breathing difficulties, allergic reactions, strokes and seizures. One of the more widely used equipment is the End-Tital Carbon Dioxide cannula (ETCO2). This device is an airway device (similar to a nasal cannula) that measures carbon dioxide levels, which gives us the ability to measure waveform capnography to diagnose a variety of respiratory issues. It is also used in every cardiac arrest situation to determine a patent airway. We will use approximately 112 cases of ETCO2 cannulas annually.

We also utilize the Arrow EZ-IO Intraossues Vascular Access system, which allows our medics to gain vascular access to give life-saving medications to patients experiencing cardiac arrest and other high acuity type calls in which regular venous access is not possible.

#### **GOAL**

To approve Resolution 25-R-047 for the continued purchase of EMS specialized medical supplies.

#### **COMMUNITY BENEFIT**

End-tidal carbon dioxide (EtCO2) monitoring, or capnography, offers several benefits in EMS, including early detection of respiratory problems, assessment of ventilation effectiveness, and confirmation of endotracheal tube placement. Waveform capnography is considered the gold standard on whether an airway intervention has been effective.

The Arrow EZ-IO Intraosseous Vascular Access System provides a rapid and reliable method for gaining vascular access when intravenous (IV) access is difficult or impossible, enabling timely administration of fluids and medications.

#### SUMMARY OF RECOMMENDED ACTION

Approve Resolution 25-R-047 to purchase ETCO2 cannulas and EZIO equipment.

#### **FISCAL IMPACT**

The purchase of ETCO2 cannulas and EZIO equipment was factored and approved for the budget for FY25. We will purchase the ETCO2 cannulas from either Boundtree Medical or Henry Schein, whichever can give the best price. EZIO equipment has to be purchased via Teleflex due to them being sole source vendor.

### RECOMMENDATION

Staff recommends approval of Resolution 25-R-047

#### **Attachments**

Resolution 25-R-047 with attachments Sole Source Letter

#### **RESOLUTION 25-R-047**

## A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE PURCHASE OF SPECIALIZED MEDICAL SUPPLIES.

WHEREAS, Schertz EMS has a need to purchase medical equipment to provide emergency medical services; and

WHEREAS, Schertz EMS utilizes this medical equipment to fit the needs of the Department; and

WHEREAS, Schertz EMS will purchase the Arrow<sup>TM</sup> EZ-IO<sup>TM</sup> Intraosseous Vascular Access System from Teleflex, LLC, a sole source vendor, of the necessary components and supplies for the Arrow<sup>TM</sup> EZ-IO<sup>TM</sup> Intraosseous Vascular Access System; and

**WHEREAS,** Schertz EMS will purchase End-Tidal Carbon Dioxide cannulas (ETCO2) from Henry Schein or Boundtree Medical, cooperative vendors, for the necessary components and supplies for the ETCO2 cannulas; and

WHEREAS, Subchapter F, Chapter 271.102 of the Texas Local Government Code, "Cooperative Purchasing Program Participation," provides that a local government may participate in a cooperative purchasing program established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services or equipment, and a local government that purchases goods and services through a cooperative satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services; and

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

Section 1. The City Council hereby authorizes purchases with Teleflex, LCC for the Arrow<sup>TM</sup> EZ-IO<sup>TM</sup> Intraosseous Vascular Access System in an amount not to exceed **SEVENTY FIVE THOUSAND DOLLARS** (\$75,000.00) during each fiscal year and either Henry Schein or Boundtree Medical for ETCO2 cannulas in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS** (\$100,000.00) during each fiscal year.

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	
A TTEGT.	Ralph Gutierrez, Mayor	
ATTEST:  Sheila Edmondson, City Secretary		



Teleflex

3015 Carrington Mill Blvd. Morrisville, NC 27560

USA

Phone: 866-246-6990 Fax: 866-804-9881

teleflex.com

August 8, 2024

RE: Teleflex LLC—Sole Source for the Arrow™ EZ-IO™ Intraosseous Vascular Access System

**Dear Valued Customer:** 

Thank you for your interest in the Arrow™ EZ-IO™ System, which uses a proprietary patented needle and power driver technology. Teleflex is the sole manufacturer of these components. The EZ-IO™ System is currently the only battery-operated intraosseous vascular access device that may be extended for up to 48-hour dwell time.\*

Through our direct sales team, Teleflex LLC, a wholly owned subsidiary of Teleflex Incorporated, markets, sells and/or services all non-federal Arrow™ EZ-IO™ Device customers within the continental United States.

Please call our customer service to assist you with any questions or concerns: 1-866-246-6990.

Sincerely,

J. Brad Libertore Vice President, Sales Emergency Medicine

Mark Reis Vice President, Sales

Mark J. Reis

Global Military and Tactical Programs & EMS

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<sup>\*</sup>The Arrow™ EZ-IO™ System is indicated anytime in which vascular access is difficult to obtain in emergent, urgent or medically necessary cases for up to 24 hours. For patients ≥12 years old, the device may be extended for up to 48 hours when alternate intravenous access is not available or reliably established.



Teleflex

3015 Carrington Mill Blvd. Morrisville, NC 27560

USA

Phone: 866-246-6990 Fax: 866-804-9881

teleflex.com

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Mark Reis Vice President, Sales

Mark J. Reis

Global Military and Tactical Programs & EMS

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<sup>\*</sup>The Arrow™ EZ-IO™ System is indicated anytime in which vascular access is difficult to obtain in emergent, urgent or medically necessary cases for up to 24 hours. For patients ≥12 years old, the device may be extended for up to 48 hours when alternate intravenous access is not available or reliably established.

#### CITY COUNCIL MEMORANDUM

**City Council** 

Meeting: April 15, 2025

**Department:** Facility & Fleet

Subject: Resolution 25-R-045 - Authorizing expenditures with Way Mechanical to

replace two rooftop air conditioning/heating units at the Schertz YMCA

(B.James/D.Hardin/C.Lonsberry)

#### BACKGROUND

The City needs to replace two rooftop Air Conditioning/Heating units at the YMCA Recreation Center. Both units are the original units, 15 years old, and are at the end of their "life expectancy" and should be replaced instead of having major repairs done to them. Way Mechanical was selected as an on-call vendor for the City of Schertz for HVAC service and replacements per resolution 24-R-147 in November of 2024. The total cost to replace the two rooftop units is \$57,574.83. There is a lead time of six to eight weeks on the equipment, staff will push Way Mechanical to schedule the replacement as soon as possible with the hotter summer months approaching.

#### **GOAL**

To obtain authorization from City Council to enter into a contract with Way Mechanical to replace two old and inoperable rooftop Air Conditioning/Heating units at the YMCA Recreation Center.

#### **COMMUNITY BENEFIT**

The YMCA Recreation Center currently has two non-functional rooftop units that require replacement. Without these replacements, the remaining equipment at the center will be insufficient to maintain a comfortable temperature within the building. The repair and replacement of these units would ensure a comfortable environment for all members, allowing the community to continue enjoying essential recreational services year-round. This is consistent with the City's Strategic Plan goal of supporging strategic investment in City infrastructure.

#### SUMMARY OF RECOMMENDED ACTION

City staff recommends approval of the contract with Way Mechanical to replace the two HVAC units at the YMCA Recreation Center.

#### FISCAL IMPACT

The \$57,574.83 is available and approved through the FY 24-25 base budget for Facilities Services.

#### RECOMMENDATION

Approval of Resolution 25-R-045.

#### **Attachments**

Resolution 25-R-045 with attachment

#### **RESOLUTION 25-R-045**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES WITH WAY MECHANICAL FOR AIR CONDITIONING/HEATING UNIT REPLACEMENT AT THE RECREATION CENTER AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Schertz (the "City") requires the replacement of two rooftop air conditioning/heating units at the Recreation Center; and

WHEREAS, City staff is needing a contractor to replace two rooftop air conditioning/heating units at the Recreation Center; and

WHEREAS, the Facilities Maintenance Department contacted our on-call HVAC contractor that was approved by City Council with resolution 24-R-147 for a quote for replacement; and

WHEREAS, City staff IS recommending the City accept Way Mechanical's quote of fifty seven thousand five hundred seventy four dollars and eighty three cents (\$57,574.83) to replace both rooftop air conditioning/heating units; and

**WHEREAS**, the City of Schertz will fund the work done by Way Mechanical through the approved 2024-2025 annual budget.

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

- Section 1. The City Council hereby authorizes the City Manager to execute the contract as per the attached Exhibit "A" with Way Mechanical in an amount not to exceed \$57,574.83 to replace the two rooftop air conditioning/heating units at the Recreation Center.
- 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 ADOPTE	D, this day of, 2025.
	CITY OF SCHERTZ, TEXAS
ATTEST:	Ralph Gutierrez, Mayor
Sheila Edmondson, City Secretary	

### EXHIBIT A

WAY Mechanical Proposal



**Company Name: City Of Schertz** 

**Company Address: 621 Westchester Drive Schertz** 

Pipe Drive ID: P#58754

Description of Work: Unit Replacements

**EXECUTIVE SUMMARY** 

Way Mechanical is pleased to submit the following Proposal for the above referenced project. We hope you find the attached Clarifications and Exclusions clear and complete in showing the scope of work intended. This proposal includes labor, material, equipment, and supervision required to provide a professional product.

#### \$ 57,574.83 (tax excluded)

**Equipment - Make/Model** 

**Quantity - Estimated Lead Time** 

Trane Units

6 week lead time

#### Scope of Work:

Lockout Tagout Units
Detach Electricals
Crane 3ton Unit From Rooftop
Crane Crane New Unit To Rooftop
Connect Electricals
Check Sequence of operations
Crane 20ton from Rooftop
Crane 20ton To Rooftop
Connect Electricals
Check Sequence of operations
Clean up Site
Check out with customer



Our quote provides for all items necessary for a complete and operating system except for the following excluded items:

- \*ELECTRICAL SERVICE FROM CIRCUIT BREAKER UP TO AND INCLUDING DISCONNECT SWITCH
- \*CUTTING, PAINTING, PATCHING OR ANY CARPENTRY WORK REQUIRED FOR INSTALLATION
- \*ALL WORK TO BE PERFORMED DURING NORMAL BUSINESS HOURS
- \*TEMPORARY AIR CONDITIONING OR HEATING EQUIPMENT
- \*CRANE OR LIFTING EQUIPMENT

#### **EMERGENCY REPAIR SERVICE**

Way Mechanical agrees to maintain twenty-four (24) hour back-up service availability, seven days a week, schedulable on an on-call basis, for the handling of emergency service and repair work, insofar as that work extends to the terms defined, and equipment included, in this contract. All services performed in addition to those described in Section II, "SCOPE OF SERVICES – HVAC EQUIPMENT COVERAGE," will be billed at the Company's current customer rates for labor plus material. Our normal business hours are from 7:00 A.M. to 3:30 P.M. Overtime work is defined as any services performed outside of normal business hours. Overtime work will be billed at either 150% or 200% the normal hourly rate, dependent upon policy and respective to availability and any other terms negotiated at the time of the Emergency Repair Service request.

#### WAY MECHANICAL SERVICE 24 HOUR PHONE NUMBER IS (877)WAY-MECH

#### CONDITIONS

#### City Of Schertz, agrees to the following conditions:

To provide access to equipment after normal working hours and that Way Mechanical may be free to start and stop the equipment as necessary to perform services after previous arrangements have been made with management. To operate the equipment in accordance with our recommendations, and to keep the equipment rooms, and space around the equipment free of unnecessary storage, materials, etc.; and to move any fixtures, displays or partitions which interfere with reasonable access to the equipment. To require all insurance companies furnishing fire or casualty insurance or boiler and machinery insurance on the systems or properties to waive any right of recovery for any loss by subrogation against the Company; that the Company shall not, under any circumstances, be liable for any accident, injuries to persons, or damage to property, unless such a loss or damage is caused by negligent acts, acts of omission or commission by our agents, employees, or subcontractors; the Company shall not be liable in any event for consequential damages, obsolescence, nor delays occasioned by conditions beyond our control. It is understood that the Company will not carry fire, casualty, or boiler and machinery insurance on the systems or properties.

713-672-7545

512-384-1700



This proposal will remain in effect for a period of thirty - (30) days. After 30 days, Way Mechanical. reserves the right to amend this proposal prior to its acceptance.

THIS CONTRACT PROPOSAL IS EFFECTIVE AS OF: 03/20/2025 Contract # 0 Coop # 0 Pipedrive # P#58754

Way Mechanical	Signature:
8610 Wallisville Rd Houston, TX 77029	By: Tony Lewis
	Title:
	Date:
City Of Schertz	Signature:
621 Westchester Drive Schertz	By: Antonio Wilson
	Title:
	Date:

#### CITY COUNCIL MEMORANDUM

**City Council** 

**April 15, 2025** 

**Department:** 

**Finance** 

**Subject:** 

**Meeting:** 

Resolution 25-R-033 - Authorizing the EMS, Utility Billing, Schertz Magazine, and Library debt revenue adjustments (S.Gonzalez/J.Walters)

#### **BACKGROUND**

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

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

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

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

On August 27, 2019, City Council approved the Schertz EMS Charity Care Policy. Approving the Charity Care Policy benefits our citizens who do not have insurance and do not have the ability to pay for ambulance services. In the past, these accounts were sent to collections and written off throughout year with little expectation to recover any revenue.

When library materials are damaged while in possession of a cardholder, or when cardholders lose or never return library materials, the cost of the item is charged to the cardholders account. In addition, a \$5.00 processing fee is charged per item. The processing fee is a recovery fee for such things as barcodes, property stamps, mylar covers, and RFID tags that are added to library property prior to circulation to the public.

Library items can be checked out for 3 weeks and subsequently renewed for 2 additional 3-week periods, for a total check-out period of 9 weeks. If items are not returned at that time, they go into an overdue notification process. The first notification goes out by email, text or phone at 7 days overdue, followed by additional notifications at 30 days, 45 days, and a final billing notification at 60 days overdue.

The resolution authorizes the debt for these areas that is more than 180 days outstanding as of March 1, 2025, to be written off. These write-offs come before council quarterly and last came before council on January 7, 2025.

# Previous Write off Amount:

March 2021: \$1,330,234.88 \$904,511.15 June 2021: September 2021: \$750,502.47 December 2021: \$587.362.56 March 2022: \$675,977.28 June 2022: \$564,972.72 September 2022: \$842,197.07 December 2022: \$660,162.69 \$709,180.00 March 2023: June 2023: \$629,399.75 September 2023: \$1,043,989.48 December 2023: \$736,479.42 March 2024: \$939,856.26 June 2024: \$786,518.97 September 2024: \$755,410.63 December 2024: \$718,424.29 March 2025: \$1,345,608.95

For March 2025, EMS write offs are higher than normal due to bill processing delays caused by staff vacancies. Billing has been catching up in recent months and staff expects the write off amounts to decrease closer to normal levels.

# **GOAL**

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

# **COMMUNITY BENEFIT**

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

# SUMMARY OF RECOMMENDED ACTION

Approve Resolution No. 25-R-033 to write off receivables that are older than 180 days.

# FISCAL IMPACT

This accounting adjustment will not affect the City's Budget or financial standing. The amount written off is estimated during the budget process and is accounted for in the revenue estimations and the bad debt expense accounts. The action taken tonight will reduce the amount shown as owed to the City by \$1,345,608.95 and set it equal to the amount seen as still reasonably collectible. The breakdown is as follows:

EMS - \$820,545.58 EMS Charity Care - \$436,121.62 Utility Billing - \$75,493.65 Library - \$13,448.10 Magazine - \$0.00

# RECOMMENDATION

Staff recommends Council approve Resolution No.25-R-033.

# Attachments

Resolution 25-R-033

# **RESOLUTION NO. 25-R-033**

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

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

**WHEREAS**, The Centers for Medicare and Medicaid Services requires a charity care policy to continue participating in the Texas Ambulance Services Supplemental Payment Program (TASSPP); and

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

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

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

Function	Amount
EMS	\$820,545.58
Charity Care	\$436,121.62
<b>Utility Billing</b>	\$75,493.65
Magazine	\$0.00
Library	\$13,448.10
Total	\$1,345,608.95

- Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and finding of the City Council.
- Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

person or circumstance shall be held to be the application of such provision to other pe	is Resolution or the application thereof to any invalid, the remainder of this Resolution and ersons and circumstances shall nevertheless be that this Resolution would have been enacted
which this Resolution is adopted was open	, determined, and declared that the meeting at a to the public and public notice of the time, business to be considered at such meeting, required by Chapter 551, Texas
Section 7. This Resolution shall passage, and it is so resolved.	be in force and effect from and after its final
PASSED AND ADOPTED, this	day of, 2025.
	CITY OF SCHERTZ, TEXAS
	Ralph Gutierrez, Mayor
ATTEST:	

Sheila Edmondson, City Secretary

# CITY COUNCIL MEMORANDUM

**City Council** 

**April 15, 2025** 

**Department:** 

**Engineering** 

**Subject:** 

**Meeting:** 

Resolution 25-R-052 - Authorizing a construction contract with E-Z Bel

Construction for the 2024 SPAM Rehabilitation Project

(B.James/K.Woodlee/J.Nowak)

# **BACKGROUND**

During development of the SPAM resurfacing projects, some streets had deteriorated to a point where more than just resurfacing is needed. For these streets, rehabilitation has been selected as the appropriate method to improve their quality and PCI score. Rehabilitation involves removing the existing pavement from the surface; cement stabilizing the existing base underneath; and placing a new layer of pavement on the surface. This method has been used in the past to address streets in the Northcliffe area after utility replacement and on portions of Cherry Tree. The streets in this project include: St Andrews; Maple Drive; Dove Meadows; Spicewood; Silvertree; Idlewood; Gray Feather; White Wing; and Mourning Dove as shown in the attached maps.

These streets were previously removed from earlier SPAM projects in order to stay within the available project budgets. Delaying these streets allowed the earlier projects to focus on resurfacing streets before they deteriorated further and required more work than just resurfacing. The intent was to do these streets when more funding was available for SPAM. With the creation of the five-year Capital Improvement Plan, funding was identified to do the rehabilitation on these, and other streets in the City. A bid package was created with the Base bid being St Andrews and Maple and Alternate 1 being the other streets.

Bids were opened on March 25th and two bids were received. The bids ranged from \$3,226,322.50 to \$3,950,435.00 for both the Base Bid and Alternate 1. The low bid received was less than the Engineer's Estimate of \$3,581,269.00. Staff has reviewed both bids and confirmed that E-zBel construction, LLC is the lowest responsible bidder for the project. Since the low bid for both the Base Bid and Alternate 1 was below the Engineer's Estimate, Staff recommends awarding both schedules of the contract.

# **GOAL**

Authorize the City Manager to execute a construction contract with E-Z Bel Construction, LLC for the Base Bid and Alternate 1 in the amount of \$3,226,608 and a not-to-exceed total project amount of \$3,581,000 for the 2024 SPAM Rehabilitation Project.

# **COMMUNITY BENEFIT**

Rehabilitation of the streets will provide a new, more stable driving surface and restore the PCI scores of the streets to a near perfect score. The new surface will be smoother for residents to drive on and it is expected that these streets will only need to be included in future SPAM resurfacing projects in order to preserve them.

# SUMMARY OF RECOMMENDED ACTION

Authorize the City Manager to execute a construction contract with E-Z Bel Construction, LLC for the Base Bid and Alternate 1 in the amount of \$3,226,608 and a not-to-exceed total project amount of \$3,581,000 for the 2024 SPAM Rehabilitation Project.

# FISCAL IMPACT

Funding for the project is available from Bond proceeds to be issued later this year and General Fund allocation of \$1,225,000 as approved in the FY 2023-24 Budget. The proposed funding breakdown for the project is as follows:

Base Bid	\$1,534,881.50
Alternate 1	\$1,691,726.50
Contingency	\$354,000
Total	\$3,581,000

# RECOMMENDATION

Approve Resolution 25-R-052

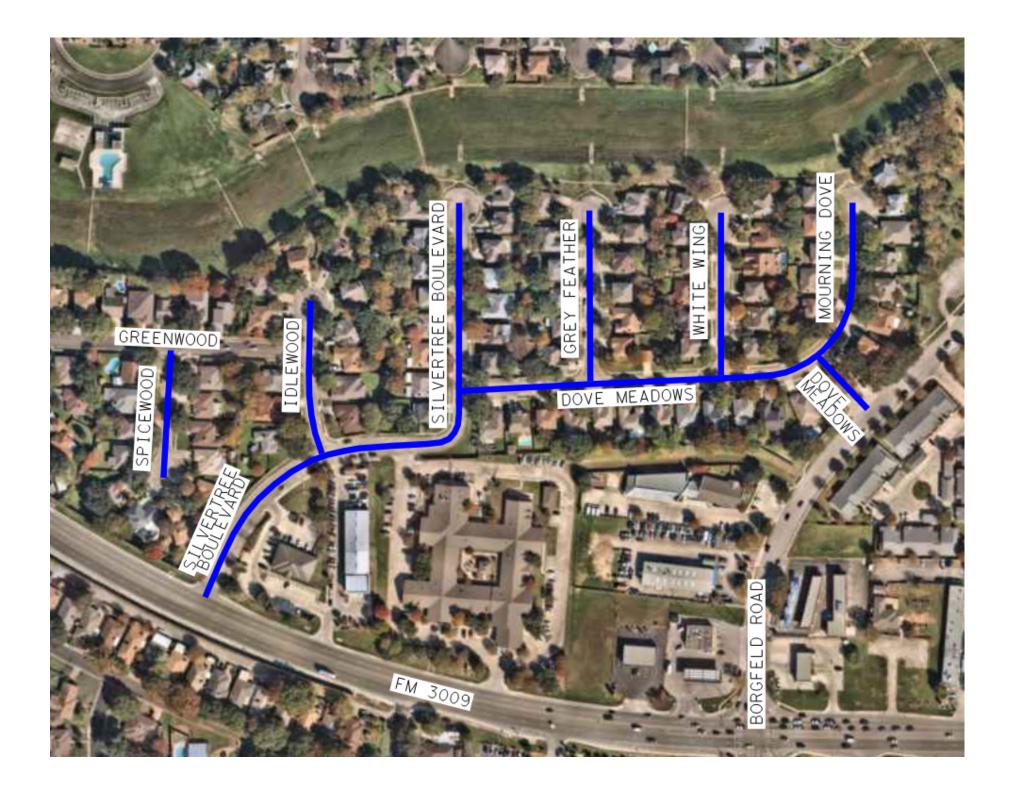
# **Attachments**

2024 SPAM Rehabilitiation Maps Resolution 25-R-052 with attachments Bid Response Log



2024 SPAM Rehabilitation Streets





# **RESOLUTION 25-R-052**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONSTRUCTION CONTRACT WITH E-Z BEL CONSTRUCTION, LLC FOR THE 2024 SPAM REHABILITATION PROJECT, AND OTHER MATTERS IN CONNECTION THEREWITHTHE.

WHEREAS, City Staff identified various streets in the City of Schertz that needed rehabilitation; and

WHEREAS, a construction contract and bidding package was created to retain a contractor to rehabilitate various streets in the City of Shertz; and

WHEREAS, the bidding package contained a Base Bid and an Alternate 1; and

**WHEREAS**, the project was publicly advertised for bids in accordance with public entity procurement regulations; and

WHEREAS, two (2) bids were received and opened on March 25, 2025; and

**WHEREAS,** City Staff reviewed the bids and confirmed that E-Z Bel Construction, LLC is the lowest responsible bidder for the project; and

**WHEREAS**, the unit prices in the bid appear reasonable compared to similar work performed on recent other projects; and

**WHEREAS**, funding for the proposed contract is available from Bond proceeds earmarked for street projects; and

**WHEREAS,** the City Council of the City of Schertz wishes to award the construction contract to for the Base Bid and Alternate 1 to E-Z Bel Construction, LLC

# 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 the necessary construction contract documents in substantially the same form as attached as Exhibit A with E-Z Bel Construction, LLC in the amount of **THREE MILLION**, **TWO HUNDRED TWENTY SIX THOUSAND**, **SIX HUNDRED EIGHT DOLLARS** (\$3,226,608.00) and a not to exceed amount of **THREE MILLION**, **FIVE HUNDRED EIGHTY ONE THOUSAND DOLLARS** (\$3,581,000.00) for the 2024 SPAM Rehabilitation Project.

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.

All resolutions, or parts thereof, which are in conflict or inconsistent with any Section 3. 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.

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.

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

PASSED AND APPROVED on the _	day of	_, 2025.
	CITY OF SCHERTZ, TEXAS	
ATTEST:	Ralph Gutierrez, Mayor	
Sheila Edmondson City Secretary		

# **EXHIBIT A**

Construction	Contract	with E-Z	Bel C	construction,	LLC for	2024	SPAM	Rehabilitati	on Project

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

THIS AGREEMENT is by and between	City of Schertz	("Owner") and
E-Z Bel Construction, LLC		("Contractor").
Owner and Contractor hereby agree as	follows:	
ARTICIE 1 – WORK		

### AKTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Repairs to damaged/settled pavement on Trainer Hale Road.

## **ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2024 SPAM Rehabilitation Project.

# **ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by Kimley-Horn and Associates, Inc.
- 3.02 The Owner has retained the City of Schertz Engineering Department and Kimley-Horn and Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

# **ARTICLE 4 – CONTRACT TIMES**

- 4.01 Time of the Essence
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. **Contract Times: Days**
  - If a contract is awarded for multiple schedules, the Work is expected to be substantially completed within 270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date of substantial completion. The number of days to substantial completion will be negotiated with the successful bidder and shall be within the range listed in this paragraph. If multiple schedules are awarded, the following Contract Times will apply for each schedule:
    - Base bid = 120 calendar days
    - 2. Bid alternate = 150 calendar days

# **EXHIBIT A**

Construction Contract with E-Z Bel Construction, LLC for 2
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- C. Parts of the Work shall be substantially completed on or before the following Milestone(s):
  - 1. All work completed 270 calendar days from Notice to Proceed.

# 4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Contractor further acknowledges and agrees that, if the Contractor fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Contractor agree that, if the Contractor shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Contractor agrees to pay the Owner the sum of:
  - Six hundred dollars (\$600.00) per day for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Contractor to complete within the Contract Time.

# **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

# **ARTICLE 6 – PAYMENT PROCEDURES**

- 6.01 Submittal and Processing of Payments
  - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
  - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a monthly basis during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units

completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- Prior to Substantial Completion, progress payments will be made in an amount equal
  to the percentage indicated below but, in each case, less the aggregate of payments
  previously made and less such amounts as Owner may withhold, including but not
  limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage); and
  - b. <u>95</u> percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to the full amount of the contract, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

# 6.03 Final Payment

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

## **ARTICLE 7 – INTEREST**

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

# ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of

- such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

# 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages A-1 to <u>A-7</u>, inclusive).
  - 2. Performance bond (pages <u>PB-1</u> to <u>PB-3</u>, inclusive).
  - 3. Payment bond (pages PYB-1 to PYB-3, inclusive).
  - General Conditions consisting of <u>72</u> pages of a modified version of EJCDC C-700, having a title page with the general title: STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.
  - 5. Supplementary Conditions (pages SC-1 to SC-11, inclusive).
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of <u>58</u> sheets with each sheet bearing the following general title: <u>2024 SPAM Rehabilitation Project</u>.
  - 8. Addenda (numbers <u>1</u> to <u>1</u>, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages <u>BF-1</u> to <u>BF-7</u>, inclusive).
    - b. Prohibition on Contracts with Companies Boycotting Israel (page P-1)
    - c. Summary of Work (pages 01010-1 to 01010-3)
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.

- b. Work Change Directives.
- c. Change Orders.
- d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

# **ARTICLE 10 – MISCELLANEOUS**

## 10.01 Terms

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

# 10.02 Assignment of Contract

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

# 10.03 Successors and Assigns

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

# 10.04 Severability

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

# 10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

- Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

# B. Certifications required by State Law

- Non-Boycott of Energy. Contractor certifies that either (a) it does not boycott Israel
  and will not boycott energy companies; and (b) 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.
- 2. Non-Boycott of Firearm Entity. 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.

### 10.06 Other Provisions

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

IN WITNESS WHEREOF, Owner and Contract	ctor have signed this Agreement.
This Agreement will be effective on	(which is the Effective Date of the Contract).
OWNER:	CONTRACTOR:
Ву:	D
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
	License No.:
<i>"</i> "	(where applicable)

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

# **BID FORM**

CITY OF SCHERTZ
2024 SPAM REHABILITATION PROJECT
BID #2025-001

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# **ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

Sealed Bids in response to this IFB will be received through the City's e-procurement portal at https://schertz.bonfirehub.com/portal/?tab=openOpportunities by 3:00 P.M. (CST) on Tuesday, March 18, 2025. Submissions by other methods or after the aforementioned date and time will not be accepted.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

# **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	Addendum, Date
1	March 14th, 2025

- Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

# **ARTICLE 4 - BIDDER'S CERTIFICATION**

# 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

# ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ltem No.	ltem Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1502	MOBILIZATION (PER SUBDIVISION) (ST. ANDREWS)	LS	Quantity 1	\$50,000.00	\$50,000,00
1502	MOBILIZATION (PER SUBDIVISION) (MAPLE DRIVE)	LS	1	\$100,000,00	\$100,000,00
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	EA	2	\$675.00	\$1,350.00
2086,1	WATER METER BOX ADJUSTMENT	EA	9	\$600,00	\$5,400.00
2086.2	MANHOLE ADJUSTMENT (SANITARY SEWER) (INCLUDING MANHOLE RING ENCASEMENT)	EA	11	\$5,500.00	\$60,500.00
2086.3	WATER VALVE BOX ADJUSTMENT	EA	3	\$550.00	\$1,650,00
2086,4	MANHOLE ADJUSTMENT (STORM)	EA	5*	\$2,500.00	\$12,500.00
2086.5	CUSTOMER SHUTOFF WATER VALVE BOX ADJUSTMENT	EA	1	\$500.00	\$500.00
2221,1	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	1,340	\$18.00	\$24,120.00
2221.3	REMOVING EXISTING ASPHALTIC PAVEMENT (7") (BASE AND PAVEMENT REPLACEMENT)	SY	7,788	\$10.00	\$77,880,00
2221.4	REMOVE CONCRETE CURB, CURB & GUTTER, AND MOUNTABLE CURB	LF	2,101	\$4.00	\$8,404.00
2221,5	REMOVAL OF MISCELLANEOUS CONCRETE	SY	63	\$30,00	\$1,890,00
2315.1	ROADWAY EXCAVATION (FULL DEPTH RECONSTRUCTION)	CY	773	\$30.00	\$23.190.00
2315.2	ROADWAY EXCAVATION (FOCLAMATION)	CY	532	7	\$15,960,00
2713.1	FLEXIBLE BASE (12" THICKNESS) (GRADE 2) (FULL DEPTH RECONSTRUCTION)			\$30.00	
2713.1	FLEXIBLE BASE (4" THICKNESS) (GRADE 2) (MAPLE DRIVE CONCRETE PAVING)	SY	1,736 63	\$18.00 \$16.00	\$31,248.00 \$1.008.00
2713.2	FLEXIBLE BASE (4 TRICKNESS) (GNADE 2) (IVIAPLE DRIVE CONCRETE PAVING)	CY			T
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY D) (2" THICKNESS) (PG 64-22) (ALL)		17	\$16.00	\$272.00
2/41,1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (5" THICKNESS) (PG 64-22) (BASE AND	TON	2,111	\$112,00	\$236,432.00
2741.2	PAVEMENT REPLACEMENT)	TON	2,143	\$105.00	\$225,015.00
2741.3	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY B) (PG 64-22) (LEVEL UP)			Φ4.0.Γ.00	<b>#</b> 4 0E0 00
2742.1	PRIME COAT (0.2 GAL/SY) (RECLAMATION)	TON	10	\$105.00	\$1,050.00
2742.1	PRIME COAT (0.2 GAL/SY) (FULL DEPTH RECONSTRUCTION)	GAL	1,909	\$3.50	\$6,681.50
2751	CONCRETE PAVING (6" THICKNESS) (CLASS P)	GAL	348	\$3.50	\$1,218.00
2754.1	PORTLAND CEMENT CONCRETE DRIVEWAY (RESIDENTIAL)	SY	63	\$200.00	\$12,600.00
2754.2		SY	445	\$150.00	\$66,750.00
2764,3	PORTLAND CEMENT CONCRETE DRIVEWAY (COMMERCIAL)	SY	33	\$180.00	\$5,940.00
2767,7	RAISED PAVEMENT MARKER TYPE II 8	EA	5	\$12.00	\$60.00
2767.8	12" WHITE THERMOPLASTIC STRIPE 24" WHITE THERMOPLASTIC STRIPE	LF	135	\$42.00	\$5,670.00
2771,1		LF	27	\$70.00	\$1,890.00
	CONCRETE CURB	LF	338	\$35.00	\$11,830.00
2771.2	CONCRETE CURB & GUTTER	LF	1,763	\$45.00	\$79,335.00
2775,1	CONCRETE SIDEWALK	SY	862	\$105.00	\$90,510.00
2775.2	CONCRETE CURB RAMP (ALL TYPES)	EA	14	\$3,200.00	\$44,800.00
2811.1	LANDSCAPE IRRIGATION	ŁF	2,101	\$5.00	\$10,505.00
2811,2	IRRIGATION BOX ADJUSTMENT	EA	3	\$550.00	\$1,650.00
2911	TOPSOIL	CY	86	\$73.00	\$6,278.00
2922	SODDING (BERMUDA, ST. AUGUSTINE, OR ZOYSIA)	SY	613	\$10.00	\$6,130.00
	CEMENT (30 LBS/SY) (RECLAMATION/LEVEL UP)	TON	146	\$310.00	\$45,260.00
	CEMENT MODIFIED SUBBASE (EXISTING MATERIAL) (8" THICKNESS) (RECLAMATION)	SY	9,539	\$20.00	\$190,780.00
0275 6014	CEMENT MODIFIED SUBBASE (EXISTING MATERIAL & NEW BASE) (8" THICKNESS) (LEVEL UP)	SY	93	\$20.00	\$1,860.00
0260 6006	LIME TREATED SUBGRADE (6" THICKNESS) (FULL DEPTH RECONSTRUCTION)	SY	1,736	\$20,00	\$34,720.00
0260 6001	LIME (30 LBS/SY) (FULL DEPTH RECONSTRUCTION)	TON	27	\$310.00	\$8,370.00
SUP 1	DOOR HANGER (PER PROJECT)	LS	1	\$15,000.00	\$15,000.00
SUP 2	SIGN ADJUSTMENT	EA	4	\$475.00	\$1,900.00
SUP 3	MAILBOX ADJUSTMENT	EA	9	\$500.00	\$4,500.00
SUP 5	COMBINATION RETAINING WALL (MAX 9" HEIGHT)	LF	35	\$65.00	\$2,275.00
	TOTAL O	FAILUN	IT PRICE BID	ITEMS - BASE BID	\$ 1 534 881 50



	BID ALTERNATE 1 BID SCHEDULE - 2024 SPAM REHABILITATION PROJECT						
Item No.	ltem Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
1502	MOBILIZATION (PER SUBDIVISION) (DOVE MEADOWS NEIGHBORHOOD)	LS	1	\$50,000.00	\$50,000,00		
1580	PROJECT IDENTIFICATION SIGN (PER SUBDIVISION)	EA	1	\$2,700.00	\$2,700.00		
2085.1	WATER METER BOX ADJUSTMENT	EA	51	\$500.00	\$25,500,00		
2086.2	MANHOLE ADJUSTMENT (SANITARY SEWER) (INCLUDING MANHOLE RING ENCASEMENT)	EA	8	\$5,000,00	\$40,000.00		
2086.3	WATER VALVE BOX ADJUSTMENT	EA	11	\$500.00	\$5,500.00		
2221.1	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	3,259	\$18.00	\$58,662,00		
2221.4	REMOVE CONCRETE CURB, CURB & GUTTER, AND MOUNTABLE CURB	LF	5,263	\$3.00	\$15,789,00		
2221,5	REMOVAL OF MISCELLANEOUS CONCRETE	SY	6	\$40.00	\$240.00		
2315.1	ROADWAY EXCAVATION (FULL DEPTH RECONSTRUCTION)	CY	1,290	\$21.00	\$27.090.00		
2315,2	ROADWAY EXCAVATION (RECLAMATION)	CY	894	\$21.00	\$18,774.00		
2713,1	FLEXIBLE BASE (12" THICKNESS) (GRADE 2) (FULL DEPTH RECONSTRUCTION)	SY	2,895	\$16.00	\$46,320.00		
2741.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT (TY D) (2" THICKNESS) (PG 64-22) (ALL)	TON	2,087	\$112.00	\$233,744.00		
2741.3	PRIME COAT (0.2 GAL/SY) (FULL DEPTH RECONSTRUCTION)	GAL	580	\$3.50	\$2,030,00		
2742.1	PRIME COAT (0.2 GAL/SY) (RECLAMATION)	GAL	3,197	\$3.50	\$11,189.50		
2742.2	CONCRETE PAVING (6" THICKNESS) (CLASS P)	SY	6	\$192.00	\$1,152.00		
2751	PORTLAND CEMENT CONCRETE DRIVEWAY (RESIDENTIAL)	SY	1,619		\$197,518.00		
2754.1	PORTLAND CEMENT CONCRETE DRIVEWAY (COMMERCIAL)	SY	70	\$120,00	\$8,400.00		
2764.2	RAISED PAVEMENT MARKER TYPE II B	EA	4	\$12.00	\$48.00		
2771,1	CONCRETE CURB & GUTTER	LF	5,263	\$45.00	\$236,835,00		
2771.2	CONCRETE VALLEY GUTTER	SY	204	\$108.00	\$22,032.00		
2771.3	CONCRETE SIDEWALK	SY		\$103.00	\$157,796.00		
2775.1	CONCRETE CURB RAMP (ALL TYPES)	EA	20		\$59,500.00		
2775.2	LANDSCAPE IRRIGATION	LF	5,263	\$5.00	\$26,315.00		
2811,1	IRRIGATION BOX ADJUSTMENT	EA	34	\$479.00	\$16,286.00		
2811.2	TOPSOIL	CY	297	\$73.00	\$21,681.00		
2911	SODDING (BERMUDA, ST. AUGUSTINE, OR ZOYSIA)	SY	2,072	\$10.00	\$20,720.00		
2922	CEMENT (30 LBS/SY) (RECLAMATION/LEVEL UP)	TON	243	\$300.00	\$72,900.00		
0275 6001	CEMENT MODIFIED SUBBASE (EXISTING MATERIAL) (8" THICKNESS) (RECLAMATION)	SY	15,967	\$15.00	\$239,505.00		
0275 6014	LIME TREATED SUBGRADE (6" THICKNESS) (FULL DEPTH RECONSTRUCTION)	SY	2,895	\$15.00	\$43,425.00		
0260 6006	LIME (30 LBS/SY) (FULL DEPTH RECONSTRUCTION)	TON	45	\$310.00	\$13,950.00		
SUP 1	SIGN ADJUSTMENT	EA	8	\$475.00	\$3,800.00		
SUP 3	RED FIRE LANE STRIPE	LF	360	\$17.00	\$6,120.00		
SUP 4	COMBINATION RETAINING WALL (MAX 9" HEIGHT)	LF	22	\$90.00	\$1,980.00		
SUP 5	REMOVE AND REPLACE DECORATIVE HARDSCAPE (FLAGSTONE, PAVERS, OR ROCK)	SY	16	\$100.00	\$1,600.00		
SUP 6	FRENCH DRAIN ADJUSTMENT	EA	1	\$2,625.00	\$2,625,00		
	TOTAL OF ALL UNIT PRICE BID ITEMS - BID ALTERNATE 1 \$ 1,691,726.50						



Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

# **ARTICLE 6 - TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be complete in accordance with Article 4 of the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

# ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data; and
  - G. Form 1295 Certificate of Interested Parties (Bidder must complete form online at www.ethics.state.tx.us/File); and
  - H. Prohibition on Contracts with Companies Boycotting Israel

# **ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

# **ARTICLE 9 – BID SUBMITTAL**

BIDDER: [Indicate correct name of bidding entity]

By: [Signature]  [Printed name] Randy Hood					
[Printed name] Randy Hood					
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)					
Attest: [Signature] Grandan Zientek					
[Printed name] Brandon Zientek	-				
Title: Jr. Estimator					
Submittal Date: 03/25/2025					
Address for giving notices:  203 Recoleta Road, San Antonio, TX 78216					
·					
Telephone Number: (210) 736-6595					
Fax Number: (210) 735-1842					
Contact Name and e-mail address: Adam Shrek adamshrek@ezbel.com					
Bidder's License No.:  N/A  (where applicable)					



# Bid Response Log 2024 SPAM Rehabilitation Project IFB 2025-001

Supplier	Date Submitted	Seal Status		Main Bid	Bid Alternate 1
R.L. Jones LP	Mar 25, 2025 9:25 AM CDT	Sealed	Seal status	\$1,737,753.00	\$2,212,682.00
		Yes	Unsealed by Daniel Ellenburg on Mar 25, 2025 3:00 PM CDT		
E-Z Bel Construction, LLC	Mar 25, 2025 12:35 PM CDT	Yes	Unsealed by Daniel Ellenburg on Mar 25, 2025 3:00 PM CDT	\$1,534,881.50	\$1,691,726.50
		Yes	Unsealed by Daniel Ellenburg on Mar 25, 2025 3:00 PM CDT		
		Yes	Unsealed by Daniel Ellenburg on Mar 25, 2025 3:00 PM CDT		
		Yes	Unsealed by Daniel Ellenburg on Mar 25, 2025 3:00 PM CDT		
		Yes	Unsealed by Daniel Ellenburg on Mar 25, 2025 3:00 PM CDT		
		Yes	Unsealed by Daniel Ellenburg on Mar 25, 2025 3:00 PM CDT		
		Yes	Unsealed by Daniel Ellenburg on Mar 25, 2025 3:00 PM CDT		
		Yes	Unsealed by Daniel Ellenburg on Mar 25, 2025 3:01 PM CDT		

# CITY COUNCIL MEMORANDUM

**City Council** 

Meeting: April 15, 2025

**Department:** Executive Team

Subject: Resolution 25-R-055 - Authorizing a Roadway Impact Fee Offset Agreement

with the developer of the Heritage Oaks Subdivision (S.Williams/B.James)

# **BACKGROUND**

The developer of the Heritage Oaks residential subdivision is proposing to realign and is required to construct Wiederstein Road from Schertz Parkway to approximately 200' short of Dietz Creek. Wiederstein Road is on the City's Roadway Impact Fee Capital Improvements Plan, and as such the City is required to provide offset/credits to the developer for this construction. The developer can utilize the offsets to reduce the amount of roadway impact fees that are paid. The amount of the offset/credit is calculated based on the number of lanes being constructed, the length of construction and the type of roadway, which impacts the amount of capacity being added. Roadway Impact fees are paid at time of issuance of building permits. As a side note, the City Council on April 1, 2025 approved Resolution 25-R-044 authorizing a reimbursement agreement with this developer to have the developer construct the 200' section from where they are required to construct it to Dietz Creek. The City will reimburse the developer for their costs to construct this approximately 200' long section and the developer will not receive roadway impact fee offsets/credits for this 200' section.

# **GOAL**

Provide for the orderly development of infrastructure within the City of Schertz.

# **COMMUNITY BENEFIT**

Provide for the development of infrastructure in a timely, cost-effective manner.

# SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-055 authorizing a Roadway Impact Fee Offset Agreement with the developer of the Heritage Oaks residential subdivision for constructing almost 2,000 feet of Wiederstein Road from Schertz Parkway to 200' short of Dietz Creek.

# FISCAL IMPACT

The value of the offset is \$373,660.00 but the City is required per State Law and City Ordinance to provide this credit in exchange for the road construction.

# RECOMMENDATION

Approval of Resolution 25-R-055.

# **Attachments**

# **RESOLUTION NO. 25-R-055**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT 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 a section of roadway that is on the roadway impact fee capital improvements plan; and

WHEREAS, per Section 395.023 Credits Against Roadway Facilities Fees of the Texas Local Government Code stipulates that any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development: and

WHEREAS, Section 78-178 Offsets and Credits Against Capital Recovery Fees stipulates that the value of offset shall be stated in service units.

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 Roadway Capital Recovery Offset Agreement, generally in the form attached in Exhibit "A" subject to minor 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 ADOP	PTED, this day of, 2025.	
	CITY OF SCHERTZ, TEXAS	
	Ralph Gutierrez, Mayor	
ATTEST:		
Sheila Edmondson, City Secretary		

Exhibit "A"
Heritage Oaks Residential Subdivision Roadway Capital Recovery Offset Agreement

§

# BEXAR COUNTY §

# HERITAGE OAKS ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT

This agreement ("AGREEMENT") is made by and between the City of Schertz, (hereinafter "CITY") a Texas Home Rule municipality and Anthony W. Eugenio (hereinafter "DEVELOPER"), collectively, the "PARTIES".

# RECITALS

WHEREAS, pursuant to City of Schertz Code of Municipal Ordinances Chapter 78, Article VII, the City of Schertz has adopted Roadway Capital Recovery Fees (sometimes hereinafter referred to as "capital recovery fee"); and,

WHEREAS, pursuant to City of Schertz Code of Municipal Ordinances Section 78-178, where, in order to serve new development, a developer is required to construct, contribute to, or dedicate, a capital improvement or facility expansion identified in the capital improvements plan the CITY and DEVELOPER may enter into this AGREEMENT whereby the developer is: (1) credited for the reasonable and necessary costs of the capital improvement or facility expansion against the impact fees otherwise due from the new development; or (2) reimbursed for all or a portion of the reasonable and necessary costs of the capital improvement or facility expansion from impact fees as received from other new developments that use the capital improvement or facility expansion; and.

WHEREAS, CITY and DEVELOPER desire to enter into this AGREEMENT in order to memorialize Roadway Capital Recovery Fee Credits (sometimes hereinafter referred to as the "Credits") achieved by DEVELOPER for reasonable and necessary costs of the capital improvement or facility expansion it incurred.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the PARTIES hereto, intending to be legally bound, hereby agree as follows:

# Article I.

# PROJECT DESCRIPTION

- A. Project. The project is Heritage Oaks Development.
- B. Location. The Project is located in Roadway Impact Fee Service Area 2, on the west side of Schertz Parkway and approximately 200' east of Dietz Creek, on the north and south sides of Wiederstein Road, as more precisely described in *Exhibit "A"*.

## Article II.

# ROADWAY CAPITAL RECOVERY FEES

A. Roadway Capital Recovery Fees. The Maximum Roadway Capital Recovery Fees per service unit for Service Area 2 are \$1,35.25 and are currently assessed as \$1,000.00 per service unit for residential development and \$175.00 per service unit for non-residential development.

## Article III.

# CAPITAL IMPROVEMENT PLAN IMPROVEMENTS MADE BY DEVELOPER

A. Rough Proportionality. The PARTIES acknowledge that as provided in Texas Local Government Code Section 212.904, the CITY may require DEVELOPER to contribute a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs (collectively the "Infrastructure Costs"), provided DEVELOPER'S portion of Infrastructure Costs do not exceed the amount required for infrastructure improvements that are roughly proportionate to the PROJECT impact (the "Proportionate Costs").

# Article IV.

# ROADWAY CAPITAL RECOVERY FEE OFFSET CREDIT

- A. Roadway Capital Recovery Fee Offset Credit Calculation. As shown on *Exhibit "B"*, to this AGREEMENT, the PARTIES agree to the following:
  - i. The total number of service unit equivalents of capacity supplied by the system facility contributed by the DEVELOPER is estimated to be <u>376.33 service units</u>, and shall be reduced by:

- (a) The number of service units (Vehicle Miles of Travel) developed within the plat since the contribution of the system facility, which as of the effective date hereof, using the LUVMET is 0; and
- (b) The amount of the City's participation in the excess costs of the system facility (expressed in service unit equivalents), which as of the effective date hereof is \_0; and
- (c) The amount of any payments received from other new developments utilizing the system facility (expressed in service unit equivalents) which as of the effective date hereof is <u>0</u>.
- ii. The Roadway Capital Recovery Fee Offset Credit that DEVELOPER is eligible to receive is <u>373.66</u> service units which equates to calculated at 111.67 Residential Lots.
- iii. The Roadway Capital Recovery Fee Offset Credits that the DEVELOPER shall receive may be used to offset the roadway impact fees due within the Saddlebrook Development as shown on *Exhibit "A"*. The City shall assign Credits to the unit when a final plat is filed in accordance with this AGREEMENT
- iv. DEVELOPER shall receive the Roadway Capital Recovery Fee Offset Credit upon completion of the public improvements shown on *Exhibit "C"*, and the City's acceptance of same for public maintenance in accordance with the terms of applicable provisions of the City's Code of Ordinances.

# Article V.

# REIMBURSEMENT OF EXCESS OFFSETS

- A. DEVELOPER may apply for reimbursement of excess offsets following either completion of all development subject to the plat with which the excess offsets are associated or after ten years following execution of the AGREEMENT.
  - i. The DEVELOPER must apply for reimbursement within six months following either:
    - a. Completion of all development subject to the plat with which the excess offsets are associated; or
    - b. Ten years after the date of execution of this AGREEMENT.
  - ii. The excess reimbursement shall be enforced in accordance with the following terms:

- a. The excess offset amount to be reimbursed shall be equal to the number of excess offsets (expressed as a number of service units) multiplied by a fraction equal to the capital recovery fee per service unit to be collected, as set forth herein in effect on the date of execution of this AGREEMENT, divided by the maximum assessable capital recovery fee per service unit, as set forth in the capital recovery plan, established in accordance with the City of Schertz Code of Municipal Ordinances Chapter 78, Article VII, in effect on the date of execution of this AGREEMENT;
- b. The amount to be reimbursed for excess offsets may be further equitably reduced, if fewer than 50 percent of the number of service units in the plat with which the system facility giving rise to the excess offset have been developed on the date of application for excess offsets;
- c. Repayment of excess offsets shall be made within five years from the date of execution of a reimbursement agreement between the parties hereto pertaining to the applicable excess offsets from roadway capital recovery fees collected within the same roadway service area in which the property in question is located, subject to the availability of such funds;
- d. Termination or reduction of the CITY's authority under state law to impose capital recovery fees for roadway facilities shall terminate or correspondingly reduce any obligation of the City to make payments under this AGREEMENT or any reimbursement agreement; and
- e. In converting the excess offsets from service unit equivalents to a dollar value, the number of service unit equivalents shall be multiplied by the value of a service unit expressed in dollars using the rates in effect at the time this AGREEMENT was executed.
- B. Execution of an excess offset reimbursement agreement with respect to a plat as provided for in above pursuant to City of Schertz Code of Municipal Ordinances Section 78-178 shall automatically terminate any excess offsets associated with that plat pursuant to this AGREEMENT. Any new development within the area subject to such plat shall pay roadway capital recovery fees then in effect under said Municipal Ordinance.

#### Article VI.

#### **MISCELLANEOUS**

The following miscellaneous provisions are made part of this AGREEMENT:

- 1. Additional Instruments. CITY and DEVELOPER agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this AGREEMENT.
- 2. Amendments. This AGREEMENT constitutes the entire understanding and agreement of the parties as to the matters set forth in this AGREEMENT. No

alteration of or amendment to this AGREEMENT shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

- 3. Applicable Law and Venue. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in <u>Guadalupe</u> County, Texas. Venue for any action arising under this AGREEMENT shall lie in the state district courts of <u>Guadalupe</u> County, Texas.
- 4. Assignment. The DEVELOPER may assign this AGREEMENT with the CITY's consent (such consent not to be unreasonably conditioned, withheld or delayed, but in no event shall the offsets provided for in the AGREEMENT be transferred to any development not subject to the plat associated with such offsets.
- 5. Binding Obligation. This AGREEMENT shall become a binding obligation on the signatories upon execution by all signatories hereto. The CITY warrants and represents that the individual executing this AGREEMENT on behalf of the CITY has full authority to execute this AGREEMENT and bind the CITY to the same. DEVELOPER warrants and represents that the individual executing this AGREEMENT on its behalf has full authority to execute this AGREEMENT and bind it to the same.
- 6. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- 7. Construction. The PARTIES acknowledge that the PARTIES and their counsel have reviewed and revised the AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the AGREEMENT.
- 9. Enforcement. The City Attorney or his or her designee may enforce all legal rights and obligations under this AGREEMENT without further authorization. DEVELOPER shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining DEVELOPER'S compliance with this AGREEMENT.
- 10. Entire Agreement. This AGREEMENT constitutes the entire agreement between the Parties with respect to the subject matter covered in this AGREEMENT. There is no other collateral oral or written agreement between the Parties that, in any

- manner, relates to the subject matter of this AGREEMENT, except as provided for in any Exhibits attached hereto or duly approved amendments to this AGREEMENT, as approved by the City Council of the City of Schertz, Texas.
- 11. Exhibits and Attachments. All Exhibits and Attachments referenced in this AGREEMENT are attached hereto and incorporated herein for all purposes.
- 12. 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, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, 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 obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- 13. Gender. The gender of the wording throughout this AGREEMENT shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.
- 14. Governmental Records. All invoices, records and other documents required for submission to the CITY pursuant to the terms of this AGREEMENT are Governmental Records for the purposes of Texas Penal Code Section 37.10.
- 15. Immunities and defenses.
  - a) By entering into this AGREEMENT, the PARTIES do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the CITY with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
  - b) No employee of CITY, or any councilmember or agent of CITY, shall be personally responsible for any liability arising under or growing out of this AGREEMENT.

- 16. Mutual Assistance. CITY and DEVELOPER will do all things reasonably necessary or appropriate to carry out the terms and provisions of this AGREEMENT and to aid and assist each other in carrying out such terms and provisions.
- 17. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

**DEVELOPER:** 

Anthony W. Eugenio

334 N. Park Road

San Antonio, TX 78216 Teugenio@presidio-sa.com

#### WITH COPY TO LEGAL COUNSEL:

XXX

Attn:

XXX

XXX

XXX

City:

City Manager

City of Schertz

1400 Schertz Parkway Schertz, TX 78154 Phone: (210) 619-1000 Fax: (210) 619-1029

WITH COPY TO:

Denton Navarro Rocha Bernal & Zech

A Professional Corporation

Attn. T. Daniel Santee 2517 N. Main Avenue

San Antonio, Texas 78212

Phone:

(210) 227-3243

Fax:

(210) 225-4481

- 19. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the CITY, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This AGREEMENT shall confer no vested rights on the PROJECT unless specifically enumerated herein.
- 20. Severability. In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the PARTIES hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this AGREEMENT which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 21. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the PARTIES, as well as any rights and benefits of the PARTIES, pertaining to a period of time following the termination of this AGREEMENT shall survive termination.

[Page Ends Here – Signature Pages Follow]

#### Signature Page to Improvement Agreement

This Agreement has been executed by the Parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

<u>C</u>	Owner:
Α	anthony W. Eugenio
В	By:
N	Vame:
Т	itle:
Г	Date:
THE STATE OF TEXAS \$  COUNTY OF \$  This instrument was acknowledged before  (SEAL)	me on the day of, 2025 by
	Notary Public in and for The State of Texas
	My Commission Expires:

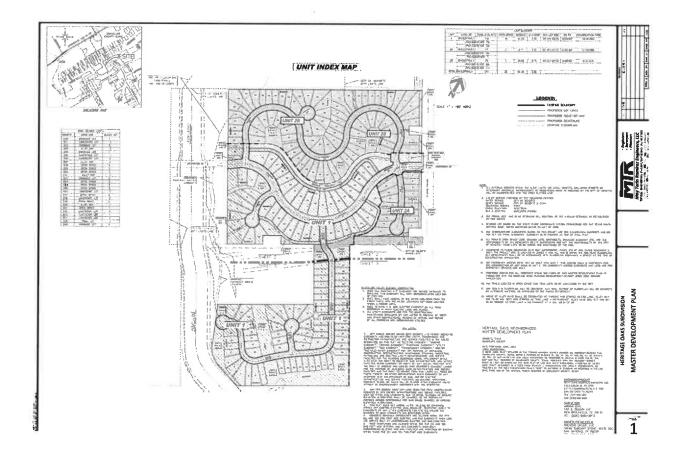
#### Signature Page to Improvement Agreement

This Agreement has been executed by the Parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

	<u>City</u> :	
		OF SCHERTZ, s municipal corporation
	By: Name: Date:	Steve Williams, its City Manager
Williams, City Manager of the City of said City.		the day of, 2025 by Steve tas, a Texas municipal corporation, on behalf
(SEAL)	E	Notary Public in and for The State of Texas
	N	My Commission Expires:

#### Exhibit "A"

#### Heritage Oaks Development



#### Exhibit "B"

#### Roadway Capital Recovery Fee Offset Credit Calculation

Heritage Oaks Roadway Impact Estimate

Within Service Area 2
639 Single Family Lots
4.2 acres of Commercial land (GB Zoning)

Road construction of Redbud Canyon, Lower Seguin Road and Raf-Burnette

Traffic Contributed
214 Single Family Lots
3.37 vehicle miles per development unit
214 x 3.37 = 721.18 vehicle miles of traffic

Capacity added via road construction

Wiederstein Road Undivided Collector 2 lanes Divided Arterial 500 vehicle miles per lane mile 675 vehicle miles per lane mile equal 0.0946 vehicle miles per lane foot (VMPLF)

2 lanes x 1,987' = 3,974 lane feet x 0.0946 VMPLF = 373.66 vehicle miles of capacity created  $373.66 \div 3.37 = 111.67$  houses worth of credit

273.66 vehicle miles of capacity created vs 721.18 vehicle miles of traffic added to the system

Exhibit "C"

Roadway CIP Roadways to be Constructed



#### CITY COUNCIL MEMORANDUM

**City Council** 

**April 15, 2025** 

**Department:** 

**Finance** 

**Subject:** 

**Meeting:** 

Ordinance 25-T-016 - Authorizing an amendment to the Fiscal Year

2024-2025 Budget (S.Gonzalez/J.Walters)

#### **BACKGROUND**

The city's Fiscal Year (FY) 2024-2025 Budget was adopted with Ordinance 24-T-150. The budget outlines how the city will spend its annual revenues to best serve the community. The budget can be modified by council authorization when necessary throughout the year. As previously directed, staff will try to limit the number of budget adjustments that come to council throughout the year by bundling different budget requests together in one adjustment ordinance. This adjustment will adjust the budgets of multiple departments as needed, including to fund projects as previously authorized by the City Council. This adjustment will be for multiple departments.

The Police Budget is proposed to increase its supplies by \$71,324 to outfit vehicles and \$7,396 to complete the dispatch update project. In addition, it would also increase its equipment budget for the Axon video recording system in the amount of \$49,983. All of these items were budgeted in the previous fiscal year but had to be expensed to the current year due to long lead times and delivery delays.

Police will also increase its equipment budget by \$89,000 and recognize an offsetting grant of \$74,190 for the Flock Camera system as approved.

Finally Police will increase its budget to accommodate 5 additional Student Resource Officers and vehicles in the amount of \$347,900 as approved by resolution 25-R-009, \$236,750 for personnel and will recognize additional funding from the school of \$169,835. In the agreement the City takes the cost of vehicles but is reimbursed by the school over the life of the vehicle.

The Fire Department Budget is proposed to increase \$38,776 for the Battalion Chief's Truck replacement that was approved in the previous fiscal year.

The Parks Department Budget is proposed to increase \$4,450 to finish the study on the GNT Riata Segment that was partially paid last year. This will complete the amount approved in the contract.

The IT Division Budget is proposed to increase \$36,300 to approved projects including \$15,000 for the Library Access Project, \$17,000 for the Police Department Fingerprint Scanner, and \$4,300 for Intune Licenses.

The Inspections Division Budget is proposed to increase \$10,000 in order to spend expected Technology fees for software updates and expansions throughout the year.

The Fleet Division Budget is proposed to increase \$12,000 to cover the cost of vehicle repairs and set the amount to the amount as approved in the Fiscal Year 2023-24 Budget.

The Facilities Budget will increase by \$200,000 to complete the Library Foundation Repairs. These funds will come from the amounts previously set aside for paving grassy areas in staging areas at 10 Commercial Place.

The City will transfer \$1,225,000 from reserves to Capital Projects to complete the 2024 Street Preservation and Maintenance (SPAM) projects that were originally budgeted in the 2023-24 fiscal year.

The City is proposing to increase the budget for Woman Hollering Creek by \$550,000 in order to close the project. This project has currently spent \$12,623,574.03 out of the \$13,249,789 contractually approved expenditures and has \$515,923 remaining on open purchase orders. At the start of the project, there were not enough wastewater impact fees currently collected in order to fully fund the project. As additional funds were collected throughout the life of the project, they were then budgeted to be transferred into the project.

The City is proposing to increase the Roadway Impact Fee Area 2 budget by \$154,536 as approved by resolution 25-R-044 to reimburse improvements in the Heritage Oak Residential subdivision.

#### **GOAL**

To adjust the budget and align additional revenues to expenditures for FY 2024-2025.

#### **COMMUNITY BENEFIT**

To maintain a complete and balanced budget as identified as a goal in the City's Strategic Plan and that meets State and Charter requirements.

#### SUMMARY OF RECOMMENDED ACTION

Staff recommends approval of Ordinance 25-T-016

#### FISCAL IMPACT

The budget will adjustment will increase the General Fund Budget for FY 2024-25 by \$2,328,879. This will be offset by \$244,025 in reimbursements and \$200,000 transferred from the Capital Projects Fund. The remaining \$1,884,854 will be funded through use of fund balance. Fund Balance ended last fiscal year at \$16,203,459. The General Fund was budgeted to decrease the fund balance in FY 2023-24 by \$2,000,000 but only decreased it by \$500,000. These funds will cover the budget adjustment as proposed and the City will stay aligned with its 5 year forecast.

The Capital Recovery Sewer Fund budget will increase \$550,000 for a transfer out to the Woman Hollering Trunk Line Project and is funded through its reserves of \$744,300.

The Roadway Impact Fee Area 2 Fund budget will increase \$154,536 to reimburse improvements to Heritage Oak Residential subdivision from fund balance of \$848,000.

#### RECOMMENDATION

Staff recommends approval of Ordinance 25-T-016

#### ORDINANCE NO. 25-T-016

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN ADJUSTMENT TO THE FISCAL YEAR 2024-2025 BUDGET, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, pursuant to Ordinance 24-T-150, the City of Schertz (the "<u>City</u>") adopted the budget for the City for the fiscal year 2024-2025 (the "<u>Budget</u>), which provides funding for the City's operations throughout the 2024-2025 fiscal year; and

**WHEREAS**, the City needs to authorized budget amounts of \$3,033,415.00 for expenditures approved by contract or direction during the 2024-25 Fiscal Year; and

**WHEREAS**, City staff recommends that the City Council of the City adjust the Budget and approve the ordinance; and

**WHEREAS**, the City Council of the City has determined that it is in the best interest of the City to adjust the and re-authorize the funds as more fully set forth in this Ordinance.

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

Section 1. The City shall increase the Police Budget by \$802,353.00 to purchase Student Resource Officer (SRO) Vehicles, hire Student Resource Officers, to purchase the Flock camera system, purchase equipment for the Axon video recording system, increase supplies to outfit replacement vehicles, and to complete the dispatch upgrade project. The Police would recognize \$244,025.00 in reimbursements for the SRO program and the Flock Cameras.

Section 2. The City shall increase the Fire Budget by \$38,776.00 to purchase a Battalion Chief vehicle.

Section 3. The City shall increase the Parks Budget by \$4,450.00 to complete the Riata study.

Section 4. The City shall increase the Information Technology Budget by \$36,300.00 for computer licenses and equipment.

Section 5. The City shall increase Inspection Division Budget by \$10,000.00 for software maintenance.

Section 6. The City shall increase the Fleet Division Budget by \$12,000.00 for the additional operating supplies.

Section 7. The City shall increase the Facility Maintenance Division Budget by \$200,000.00 to fully fund the Library Foundation Repair construction.

Section 8. The City shall increase the General Fund Budget by \$1,225,000.00 as a transfer to Capital Projects Fund for the 2024 Street Preservation and Maintenance program.

Section 9. The City shall increase the Capital Impact Fee Sewer Budget by \$550,000.00 to provide the remaining funding for the Woman Hollering Creek Trunk Line project.

Section 10. The City shall increase the Roadway Impact Fee Area 2 Budget by \$154,536 to reimburse improvements to the Heritage Oak Subdivision.

Section 11. 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 12. 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 13. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 14. 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 15. 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 16. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED and APPROVED, the _	day of	, 2025.
	CITY OF SO	CHERTZ, TEXAS

50558021.1 - 2 -

	Ralph Gutierrez, Mayor	
ATTEST:		
Sheila Edmondson, City Secretary	_	

50558021.1 - 3 -

#### CITY COUNCIL MEMORANDUM

**City Council** 

**April 15, 2025** 

**Department:** 

**City Secretary** 

Department: C

Resolution 25-R-021 - Authorizing the approval of a Development Agreement

**Subject:** 

**Meeting:** 

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.

Prior to executing the agreement, the City must obtain additional capacity in the south plant from either GVSUD or City of Cibolo. As such the resolution stipulates that capacity must be obtained prior to executing the Development Agreement.

#### **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 with attachment

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

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

WHEREAS, the City staff of the City of Schertz (the "City") has worked with Schertz BFR LLC ("Owner") to enter into a Development Agreements for approximately 30.5 acres of land located at 12535 Woman Hollering Road, 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 of Schertz must obtain additional capacity in the CCMA south plant in order to fulfill the obligations of this agreement; 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 after obtaining additional capacity in the CCMA South Plant.
- 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 it is so resolved.	in force and effect	from and after its final passage, and
PASSED AND ADOPTED, this	th day of	, 2025.
	CITY OF SO	CHERTZ, TEXAS
	Ralph Gutie	rrez, Mayor
ATTEST:		
City Secretary, Sheila Edmondson		
(CITY SEAL)		

# Exhibit A Development Agreement

This **DEVELOPMENT AGREEMENT** ("Agreement") is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 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 (timing of annexation further described herein in Section 1.06.1); 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 Coun	cil authoriz	ed and	approved	this Agreem	ent at a
regularly sch	eduled co	uncil meeti	ng subject	to the Open	Meetir	ngs Act in	compliance	with the
laws of the S	tate of Tex	as and the	ordinances o	of the City of	n	, 202	5.	

**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 \_\_\_\_\_\_\_, 2025:
  - 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 agree that the Owner shall pay the City a water impact fee of \$2,934 per LUE regardless of any City increase in impact fee rates.
  - 1.04.1.3 With this Agreement the City agrees to assign and/or allocate 230 LUEs in sewer capacity and service from the Woman Hollering wastewater line, 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.
  - 1.04.1.4 Any unused LUEs, water and sewer, of the 230 of each assigned/or allocated, shall revert back to the City 12 months after the receipt of a final certificate of occupancy (or the equivalent approval from the permitting authority, which is Bexar County).

- **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 City 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 thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) 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. The term "force majeure" as used herein shall mean and refer to Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability.
- 2.12 If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- **2.13** 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.
- **2.14 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) five (5) business days after deposit in a regularly maintained receptacle for the United States mail, certified mail, return receipt requested and postage prepaid; or (iii) three (3) business days 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

14439 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

<b>EXECUTED</b> to this	day of	, 2025.
		CITY:
		The City of Schertz, a Texas Municipal Corporation
		By:
		Name:
		Title:
STATE OF TEXAS	§	
COUNTY OF GUADA	\$ \$ ALUPE \$	
		before me on the <u>day</u> of ve Williams, City Manager of the City of Schertz,
Notary Public, State of	Texas	

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 1/2" 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:

- 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
- 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 1/3" 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:

- S 01° 11' 21" E, a distance of 1012.40 feet to a set 1/3" iron rod with Blue Plastic Cap Stamped "KFW SURVEYING", for and angle point of the tract described herein, and
- S 12° 59' 39" W, a distance of 182.50 feet to a set ¼" 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
- 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:

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, 2025.
Notary Public

#### CITY COUNCIL MEMORANDUM

**City Council** 

**April 15, 2025** 

**Department:** 

**City Secretary** 

**Subject:** 

**Meeting:** 

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.In light of the need to acquire additional capacity, this resolution is conditioned upon approval of the Development Agreement.

#### **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.

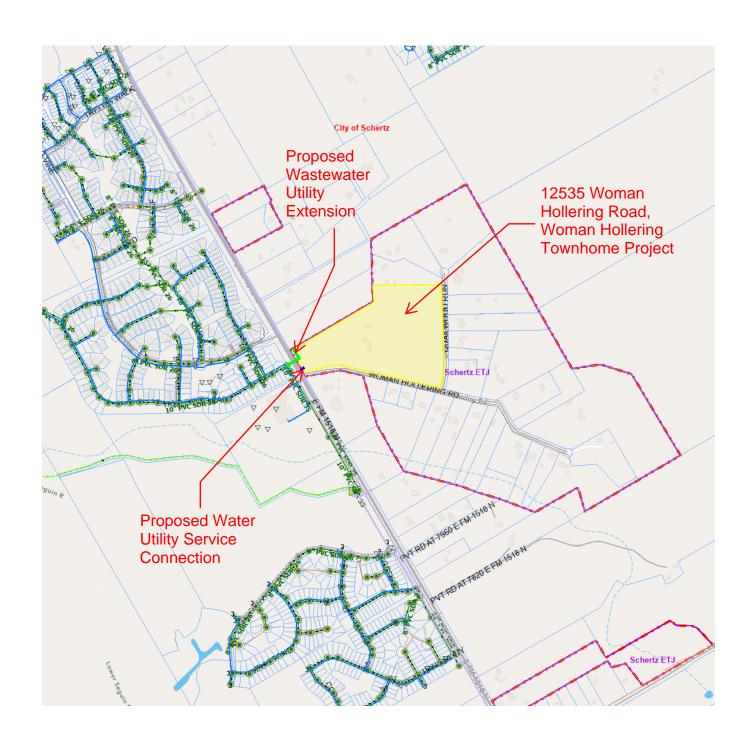
Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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 d	lay 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



CIVIL ENGINEERING \* DEVELOPMENT CONSULTING \* PROJECT MANAGEMENT

May 21<sup>st</sup>, 2024

City of Schertz Attn: Kathryn Woodlee City Engineer 11 Commercial Place Schertz, TX 78154

Re: Woman Hollering Townhomes – Service Extension Request (SER)

Ms. Woodlee,

The Woman Hollering project is located in a 30.48-acre tract at 12535 Woman Hollering Road, in the Extraterritorial Jurisdiction of the City of Schertz, Texas. The property is located west of FM 1518 and north of Woman Hollering Road, a private roadway owned by a third-party individual in the Tom Williams subdivision. The subject tract used to have an existing single-family home that was recently demolished. The property is currently vacant/undeveloped and is proposed to be developed with up to 230 residential units, which could be townhomes or apartments with a proposed clubhouse, which would equal but not exceed 230 LUEs. No subdivision of the land is being proposed; the City of Schertz issued a "Certificate of Determination" in March 13, 2023 acknowledging that the City will not require platting given that the property is located in the ETJ.

This letter is being submitted to serve as the Service Extension Request (SER) for water (domestic, irrigation and fire flow) and wastewater services for this project. Per previous discussions with City staff, no water line extension will be required along Woman Hollering Road, a private dead-end road, where an existing 4" water line is already in place serving the properties in the cul-de-sac, and where no additional development is feasible due to the nature of the lot and street layout. A water meter is proposed to connect to the existing City of Schertz 12" water line on the west side of FM 1518 to serve the proposed Woman Hollering development; the proposed water meter size will be determined with site plan design when fixture unit counts become available. For wastewater service, an 8" wastewater line is proposed to be extended along the property's frontage on the west side of FM 1518 and connect to the existing City of Schertz wastewater system on the east side of FM 1518. Per the wastewater analysis performed, the proposed 8" line will have adequate capacity to handle the 230 LUEs and estimated I&I (16,100 gpd) for the Woman Hollering development. An exhibit showing the proposed wastewater line extension and water meter is included with this submittal.

A "Will Serve Letter" was issued by the City of Schertz on December 6<sup>th</sup>, 2022, confirming the City's availability to provide water and wastewater services for the Woman Hollering project. This SER is being submitted as the next step in the development process to show the proposed public improvements and confirm that water and wastewater capacity will be reserved in the City's public utility systems for the requested 230 LUEs that are anticipated for the project.

Should there be any questions or comments, please do not hesitate to contact me via email at <u>claudiam@malonewheeler.com</u> or by phone at 512-618-0437. Thank you for your efforts on this project.



Sincerely, Malone Wheeler, Inc.

Claudia Morlotti, E.I.T. Assistant Project Manager

#### CITY COUNCIL MEMORANDUM

**City Council** 

**April 15, 2025** 

**Meeting: Department:** 

**City Secretary** 

**Subject:** 

**Tax Increment ReInvestment Zone Board** 

(TIRZ) Appointments/Reappointments (Mayor Gutierrez)

#### **BACKGROUND**

Tax Increment Reinvestment Zones (TIRZs) are special zones created by City Council to attract new investment in an area.

These zones help finance the costs of redevelopment and promote growth in areas that would otherwise not attract sufficient market development in a timely manner.

The City of Schertz Tax Increment Reinvestment Zone (TIRZ) Board consists of nine Board Members. Five of the nine board members had terms that expired on March 31, 2025.

The City Council reappointed Councilmember Mark Davis, Mr. Clark McChesney, Mr. Brad Pittenger to the TIRZ Board and appointed Councilmember Paul Macaluso and Mayor Ralph Gutierrez. With four of the five positions being filled, there is one position open.

#### CITY COUNCIL MEMORANDUM

**City Council** 

**April 15, 2025** 

**Meeting:** 

**Department: Planning & Community Development** 

Ordinance 25-S-011 – Conduct a public hearing and consider a request to rezone approximately 0.4 acres of land from Single-Family Residential District (R-2) to Single-Family Residential District (R-6), known as 305 Aviation Avenue, more

**Subject:** 

specifically known as Guadalupe County Property Identification Number

174165, City of Schertz, Guadalupe County, Texas

(B.James/L.Wood/D.Marquez).

#### **BACKGROUND**

The applicant is requesting to rezone approximately 0.4 acres from Single-Family Residential District (R-2) to Single-Family Residential District (R-6). It is currently one platted lot that is part of the Aviation Heights Subdivision, specifically Lot 61, Block 24, with no existing structure on the property. The subject property has direct frontage on Aviation Avenue, a local road, and is within the 1% Annual Chance Flood Hazard Zone. A Replat was recorded in 2019 to combine five (5) lots to create Lot 61, Block 24 (the subject property). The property is currently zoned Single-Family Residential District (R-2), but the applicant is requesting Single-Family Residential District (R-6) to split the lot into two lots and build two single-family homes.

On February 19, 2025, twenty-seven (27) public hearing notices were mailed to the surrounding property owners within a 200-foot boundary of the subject property and the Schertz-Cibolo-Universal City Independent School District. At the time of the staff report, zero (0) responses in favor, zero (0) responses neutral, and three (3) responses in opposition have been received. A public hearing notice was published in the "San Antonio Express" on March 26, 2025. Additionally, the applicant placed a notification sign on the subject property. The Planning and Zoning Commission held a public hearing for the item on March 5, 2025.

The subject property is located within the Aviation Heights Subdivision, one of the oldest subdivisions in Schertz. Aviation Heights was originally platted in 1928 and the City of Schertz was incorporated in 1958. The Aviation Heights Subdivision established multiple residential lots and blocks of approximately 25-feet in width and 122-feet in depth. The residential development in the existing Aviation Heights consists of two or more of the original Aviation Heights residential lots. The current lot sizes are dictated by the amount of consecutive lots purchased to build a single-family home. Many of the lots have not gone through the Replat process, thus there are multiple nonconforming lots that do not comply with the existing Single-Family Residential District (R-2) zoning that the subdivision was given. For example, the lot immediately west of the subject property consists of Lots 41, 42 and the western half of lot 43, and is 63 feet in width. To the east of the subject property, the lot consists of lots 49, 50, and 51 with a width of approximately 65 feet. Even though these properties are zoned Single-Family Residential District (R-2), the actual width of the developed lots (consisting of multiple lots) is more aligned with the zoning district of Single-Family Residential District (R-6), the proposed zoning district of the subject property.

	Table 21.5.7.A  Dimensional Requirements  Residential Zoning Districts									
	Minimum Lot Size and Dimensions Minimum Yard Setback Miscellaneous Lot Requirement						equirements			
Code	Zoning District	Area Sq.Ft.	Width Ft.	Depth Ft.	Front Ft.	Side Ft.	Rear Ft.	Minimum Off-Street Parking Requirements	Max Height	Max Impervious Coverage
R-2	Single-Family Residential District	8,400	70	120	25	10	20	2	35'	50%
R-6	Single-Family Residential District	7,200	60	120	25	10	20	2	35'	50%

#### **GOAL**

The proposed zone change is for approximately 0.4 acres of land to Single-Family Residential District (R-6). Per the letter of intent submitted with the application, the applicant would like to split the lot to build two homes.

#### **COMMUNITY BENEFIT**

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

#### SUMMARY OF RECOMMENDED ACTION

When evaluating zone changes, Staff refers to the criteria listed in UDC Section 21.5.4.D. The criteria are listed below:

## 1. Whether the proposed zoning change implements the policies of the adopted Comprehensive Land Plan, or any other applicable adopted plans;

The subject property is designated as Complete Neighborhood in the Comprehensive Land Use Plan-Future Land Use Map. The Complete Neighborhood land use designation is intended for a mixture of housing options with supporting land uses, such as neighborhood commercial. When considering the existing land uses, the subject property is surrounded by single-family residences and the applicant is also proposing single-family residences. The proposed Single-Family Residential District (R-6) meets the intent of the Complete Neighborhood Land Use Designation and implements the Policies of the Comprehensive Land Use Plan due to the compatibility with the existing land uses and existing zoning district site dimensional requirements.

## 2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts. The subject property is surrounded by residences and the applicant is proposing a residential use. The uses permitted within Single-Family Residential District (R-2) are also allowed within Single-Family Residential District (R-6).

### 3. Whether other uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area.

The subject property is part of one of the oldest subdivisions within the City of Schertz. Although residential properties within Aviation Heights are zoned Single-Family Residential District (R-2), they may meet the dimensional requirements of other zoning districts. The applicant is proposing Single-Family Residential District (R-6), which would result in the same uses that are permitted within Single-Family Residential District (R-2).

### 4. Whether other factors are deemed relevant and important in the consideration of the amendment.

Schertz Fire, EMS, and Police have been notified of the zone change request and have provided no objection. A public hearing notice was also mailed to Schertz-Cibolo-Universal City Independent School District. The most recent SCUC ISD Demographic Report and 10 Year Campus Forecasting Report have been attached to the Staff Report. The Planning and Zoning Commission and City Council have not provided other factors for the consideration of the amendment.

#### RECOMMENDATION

#### **Staff Recommendation**

Due to the proposed zone change to Single-Family Residential District (R-6) meeting the intent of the Complete Neighborhood Land Use Designation and compatibility with the existing neighborhood at the subject property, Staff recommends approval of Ordinance 25-S-011.

#### **Planning and Zoning Commission Recommendation**

The Planning and Zoning Commission held a public hearing for the item on March 5, 2025, and made a recommendation of approval to City Council with a unanimous vote.

#### Attachments

Ordinance 25-S-011 With Attachments
Aerial Exhibit
Notification Map
Public Hearing Responses
Letter of Intent
SCUC ISD 10- Year Forecasting
SCUC ISD Demographic Report
City Council Presentation Slides

#### **ORDINANCE 25-S-011**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS TO REZONE APPROXIMATELY 0.4 ACRES OF LAND FROM SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2) TO SINGLE-FAMILY RESIDENTIAL DISTRICT (R-6), KNOWN AS 305 AVIATION AVENUE, MORE SPECIFICALLY KNOWN AS GUADALUPE COUNTY PROPERTY IDENTIFICATION NUMBER 174165, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS.

WHEREAS, an application for a request to rezone approximately 0.4 acres of land from Single-Family Residential District (R-2) to Single-Family Residential District (R-6), known as 305 Aviation Ave, also known as Guadalupe County Property Identification Number 174165, more specifically described in the Exhibit A and Exhibit B attached herein (herein, the "Property") has been filed with the City; and

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

**WHEREAS,** on March 5, 2025, the Planning and Zoning Commission conducted a public hearing and, after considering the Criteria, made a recommendation to City Council to approve the requested zoning; and

**WHEREAS,** on April 15, 2025, the City Council conducted a public hearing and after considering the Criteria and recommendation by the Planning and Zoning Commission, determined that the requested zoning be approved as provided for herein.

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

- Section 1. The Property as shown and more particularly described in the attached Exhibit A and Exhibit B, is hereby zoned to Single-Family Residential District (R-6).
- Section 2. The Official Zoning Map of the City of Schertz, described and referred to in Article 2 of the Unified Development Code, shall be revised to reflect the above amendment.
- Section 3. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.
- Section 4. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.
- Section 5. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

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

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

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

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

PASSED AND APPROVED this	day of	2025.	
	CITY OF	SCHERTZ, TEXA	S
	Ralph Gu	tierrez, Mayor	
ATTEST:			
Sheila Edmondson, City Secretary			

## Exhibit "A" Property Description: Legal Metes and Bounds

15' ALLEY
RESUBDIVISION PLAT OF AVIATION HEIGHTS
(VOL. 2, PGS. 104-107, D.P.R.)

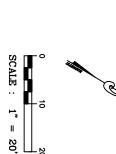
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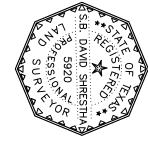
137.50

74.83' TO F.I.P. AT NORTH COR. OF LOT 51 (PLAT 75.0')

FILP CO.M. S.I.P. C.M. P.P.P. M.M. P.P.P. FOUND IRON PIN
SET 1/2" IRON PIN
CONTROLLING MONUMENT
CALCULATED POINT
3" GALVANIZED IRON POST
4"X4" WOOD POST FIELD MEASUREMENT CHAIN LINK FENCE



SURVESSION TO SURVE



BLOCK

121.83' (F.M. 121.69')

# STATE OF TEXAS COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE, CORRECT AND AN ACCURATE REPRESENTATION OF THE PROPERTY ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND EXCEPT AS SHOWN ABOVE THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, PROTRUSIONS OR INTRUSIONS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS, OR RIGHT-OF-WAY.

WEST 1/2 OF LOT 43
RESUBDIVISION PLAT OF AVIATION HEIGHTS
(VOL. 2, PGS. 104–107, D.P.R.)

N 30°00'00" W

THIS <u>10-TH</u> DAY OF <u>OCTOBER</u>, <u>2024</u> A.D.

1. O. Mustia

BUYER(S): DOUGLAS ANDREW MORRISSEY II SURVEYED FOR: CAPITAL TITLE PLAT RECORDS, VOLUME: 9 PAGE(S): CITY: SCHERTZ, GUADALUPE COUNTY, SUBDIVISION: AMENDING PLAT OF RESUBDIVISION STREET ADDRESS: O A WATTON A VENUE
LOT: 61 BLOCK: 24 WATTON G.F. NO.: 24-825180-CV OF AVIATION HEIGHTS BLOCK: TEXAS 148

کِ کِ THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN: þ

\_\_PG<u>.\_\_\_\_/48\_\_</u>\_VOL\_\_ \_\_PG.\_\_\_\_\_VOL\_\_ P.S. کِ PG.

TEXAS ENGINEERING & SURVEYING, INC.

114 W. GLENVIEW DRIVE, SUITE 100 TEL (210) 524-3288 SAN ANTONIO, TEXAS 78228 FAX (210) 979-9866 CONSULTING ENGINEERS & LAND SURVEYORS www.TexasEngineeringSurveying.com TBPE F-14631, TBPLS 10193833

NOTE:

BEARINGS ARE BASED ON THE RECORDED PLAT.

VACANT

122.35' (F.M. 122.77')

1

24

LOT 49

RESUBDIVISION PLAT OF AVIATION HEIGHTS (VOL. 2, PGS. 104-107, D.P.R.)

S 30°30'00" E

AVIATION AVE

CONC. CURB CONC. SIDEWALK

50' R.O.W.

60°00'00"

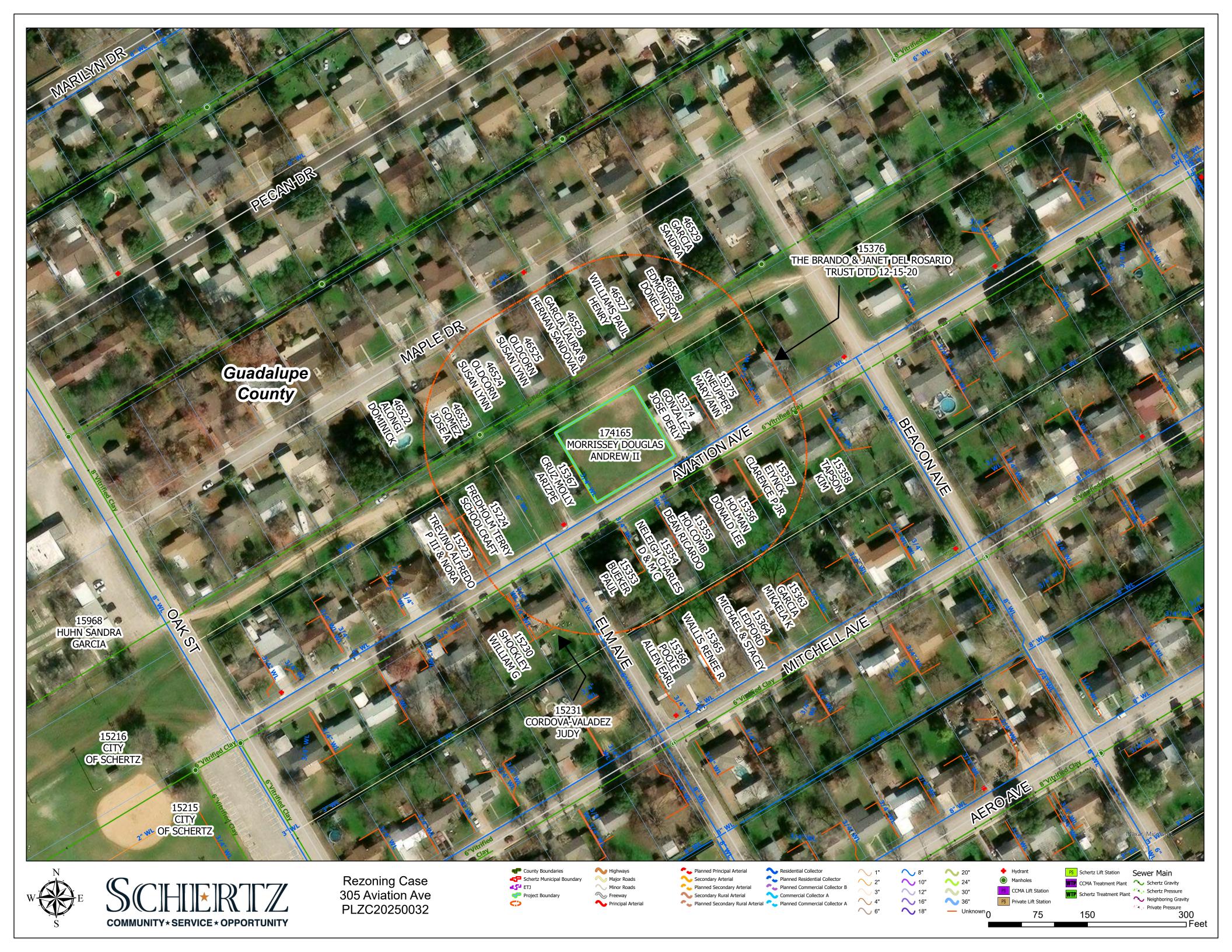
록

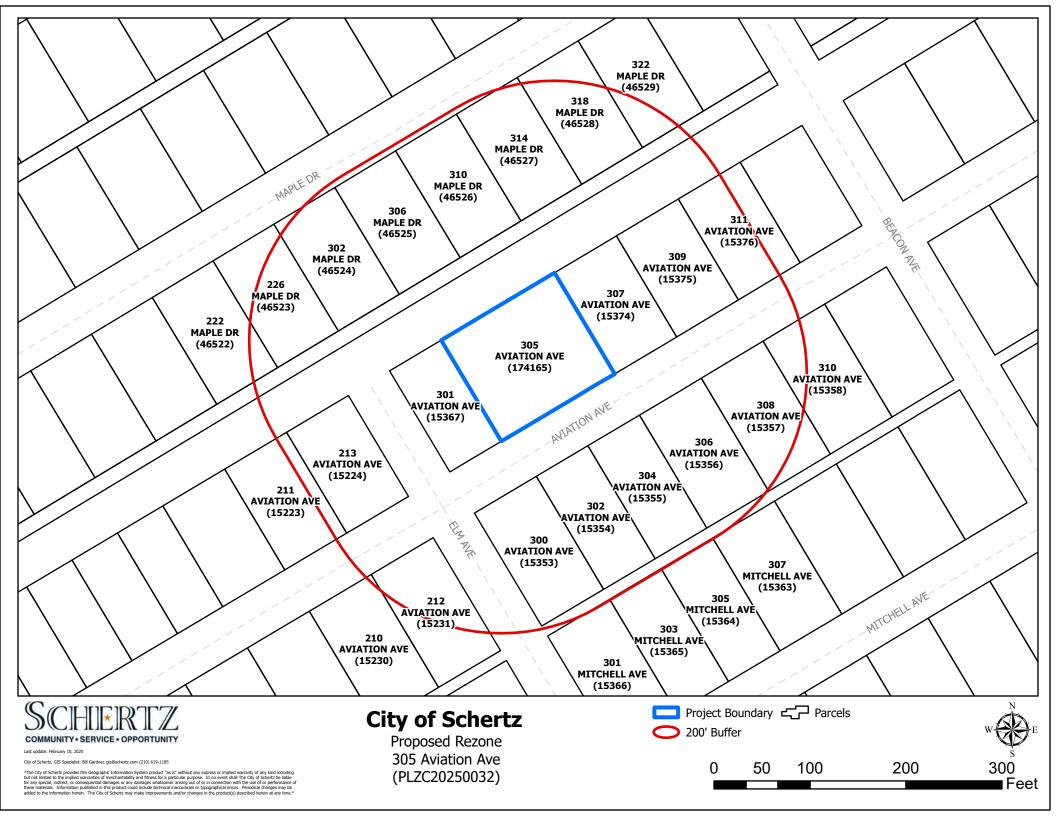
137.50' (F.M. 137.83')

F.I.P./C.M.

74.47' TO F.I.P. AT EAST COR. OF LOT 51 (PLAT 75.0')

Exhibit "B"
Zoning Exhibit







PLANNING & COMMUNITY DEVELOPMENT

#### NOTICE OF PUBLIC HEARING

February 19, 2025

To whom it may concern,

The City of Schertz Planning and Zoning Commission will conduct a public hearing on <u>Wednesday</u>, <u>March 5<sup>th</sup></u>, <u>2025</u> at <u>6:00 p.m.</u> located at the Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas to consider and act upon the following item:

**PLZC20250032 -** Hold a public hearing and make a recommendation on a request to rezone approximately 0.4 acres of land from Single-Family Residential District (R-2) to Single-Family Residential District (R-6), known as 305 Aviation Avenue, more specifically known as Guadalupe County Property Identification Number 174165, City of Schertz, Guadalupe County, Texas.

The Planning and Zoning Commission would like to hear how you feel about this request and invites you to attend the public hearing. You may return the reply form below by mail or personal delivery to Daisy Marquez, Planner at 1400 Schertz Parkway, Bldg. 1, Schertz, Texas 78154, or by e-mail <a href="mailto:planning@schertz.com">planning@schertz.com</a>. If you have any questions, please feel free to call Daisy Marquez, Planner directly at (210) 619-1782.

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Sincere	ly,				
Ina	pho				
Daisy M	'				
Planner	•				
protest in	accordance w	vith LGC, Local the reading by	Government Code 211.006(d) the City Council. If the name	). <b>The written protest must</b> of the person signing this fo	and Zoning Commission. This form is used to calculate the be received by City no later than noon (central time) on rm does not match the name listed as the owner on the his to count towards the protest.
l am:	in favor of		opposed to	neutral to	the request for PLZC20250032
COMMEN				7.	
NAME: _	Clare	nce P.	Eignet Asic SE PRINT)	GNATURE_Class	ace P Eight
STREET	ADDRESS:	308	AVIATION	AVE	
DATE:	24	FEB .	2025		

protest in t	accordance with LGC, Loc riday before the reading t	g on the request after the recomm al Government Code 211,006(d).	<b>The written protest must b</b> of the person signing this for	and Zoning Commission. This form is the received by City no later than no m does not match the name listed as is to count towards the protest.	on (central time) on
I am:	in favor of	opposed to	neutral to	the request for PL	ZC20250032
COMMEN	VTS:				
NAME: 🔀	Jary Kneux	SIGN EASE PRINT)	NATURE May	Kneuppe	
STREET	ADDRESS: 390	Aviation B11	12		
DATE:	127/25				
	1400 Schertz Parkv	vay ☀ Schertz, Texas	78154 * 210.61	19.1000 * schertz.com	



PLANNING & COMMUNITY DEVELOPMENT

#### **NOTICE OF PUBLIC HEARING**

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mad	popular					
Daisy N Planne	/larquez r					
protest in	accordance w	rith LGC, Loca the reading b	I Government Code 211.006(d the City Council. If the name	). The written protest must be r	d Zoning Commission. This form is received by City no later than no loes not match the name listed as to count towards the protest.	on (central time) on
I am:	in favor of		opposed to	neutral to	the request for PL	ZC20250032
СОММЕ						
NAME: _	Mika	ela Go	ACCA SIG	GNATURE Milally	Dani	
STREET	ADDRESS:	307	mitchell Ave	Schertz, +X	78154	
DATE: _	2-25	-2025				

To: City of Schertz Planning Department 1400 Schertz Parkway Bldg. 1 210-619-1780

From: Douglas Andrew Morrissey II 409 Aero Avenue Schertz TX 78154

228-265-1030

Subject: 305 Aviation Avenue, Schertz TX 78154 / Rezoning

The property is Parcel 174165 and is 0.387 acres located at 305 Aviation Avenue, Schertz TX 78154 in the Aviation Heights subdivision. The land is approximately 137.5' x 122' and currently zoned as R-2 and I would like to rezone it to R-6. Ultimately, I would like the land to be replat with an equal split creating two R-6 plats approximately 68.75' x 122' which is greater than the minimum requirements for R-6 zoning but would not meet the minimum requirements for R-2 zoning.

By rezoning the land and replating it as two R-6 zones, I will be able to build two dwellings replacing an empty lot with two new homes in the Aviation Heights subdivision. The first home constructed will be my primary residence and the second home will be a home for my parents to come to as they get older in age. Both properties will be maintained by me as the owner.

Douglas Andrew Morrissey II
Owner of 305 Aviation Avenue

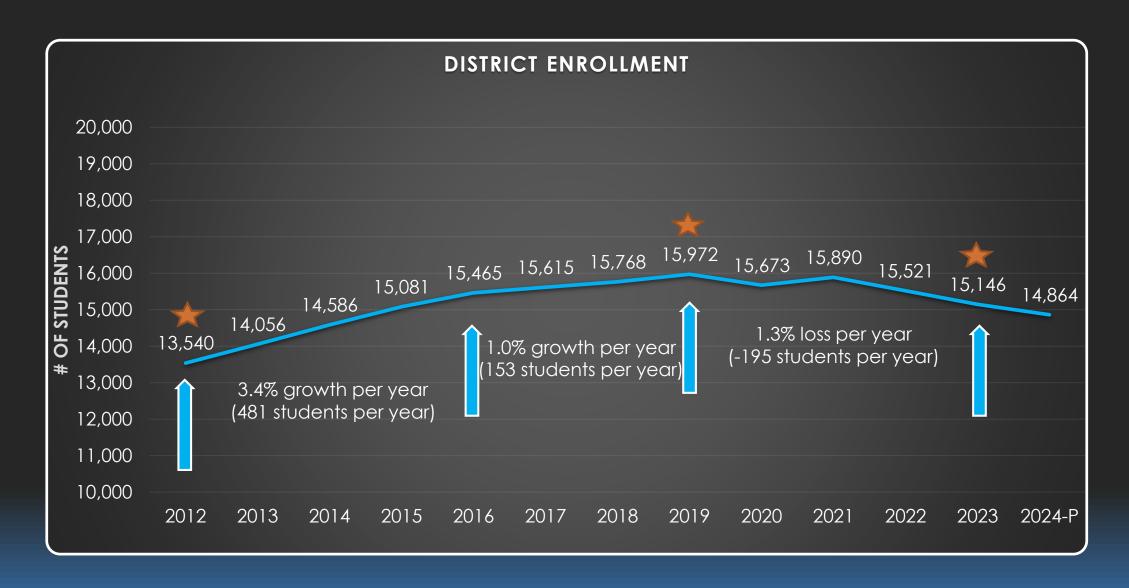


## 10 YEAR CAMPUS FORECASTING

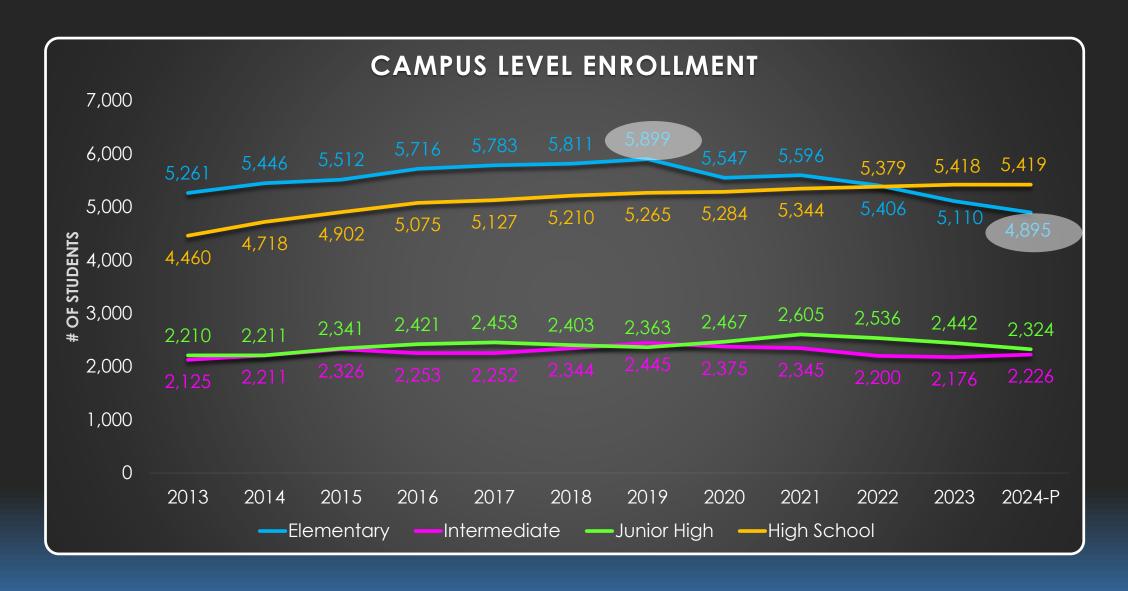
## FORECASTING CONSIDERATIONS

- ENROLLMENT
  - HISTORICAL TRENDS
  - PROJECTIONS
  - Transfers to Charters and Other ISDs
- CAMPUS CAPACITY
- BONDING CAPACITY

## HISTORICAL ENROLLMENT



## HISTORICAL ENROLLMENT BY CAMPUS LEVEL



## ENROLLMENT HISTORY BY LEVEL – OCTOBER

- 2019 to 2023 ENROLLMENT DECREASE
  - HIGH SCHOOL ENROLLMENT HAS REMAINED STRONG
  - WE HAVE ADDED 154 HIGH SCHOOL STUDENTS SINCE 2019
  - AND JUNIOR HIGH HAS ONLY LOST 39 STUDENTS SINCE 2019
- Elementary is where we have felt the largest drop in enrollment.
  - SPECIFICALLY, 918 STUDENTS LOST SINCE 2019
  - AND 219 STUDENTS LOST AT THE INTERMEDIATE LEVEL.

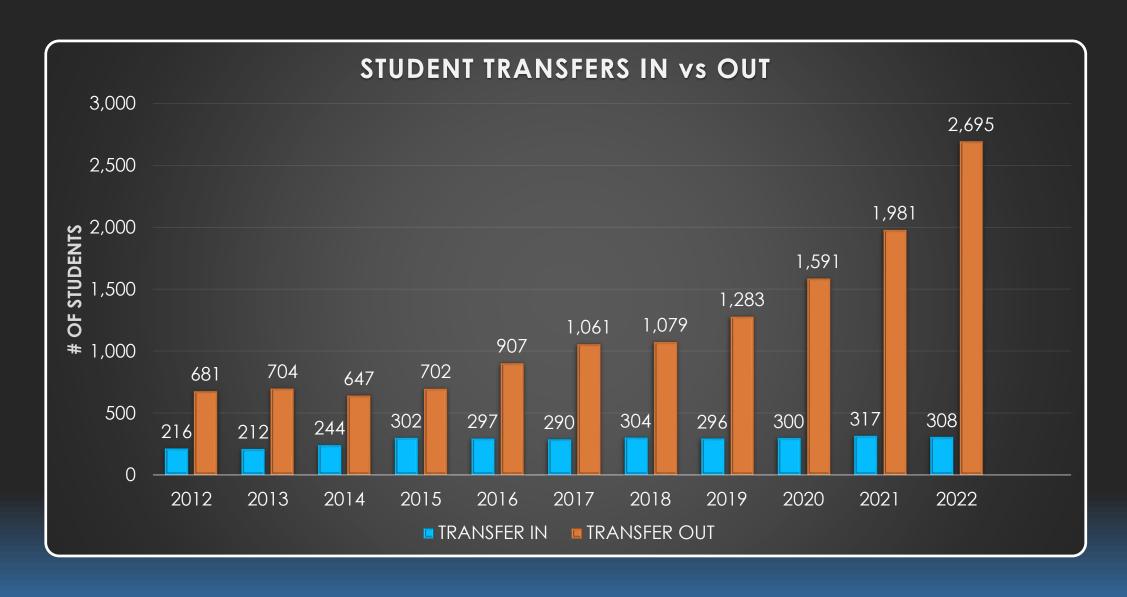
## STUDENT TRANSFERS

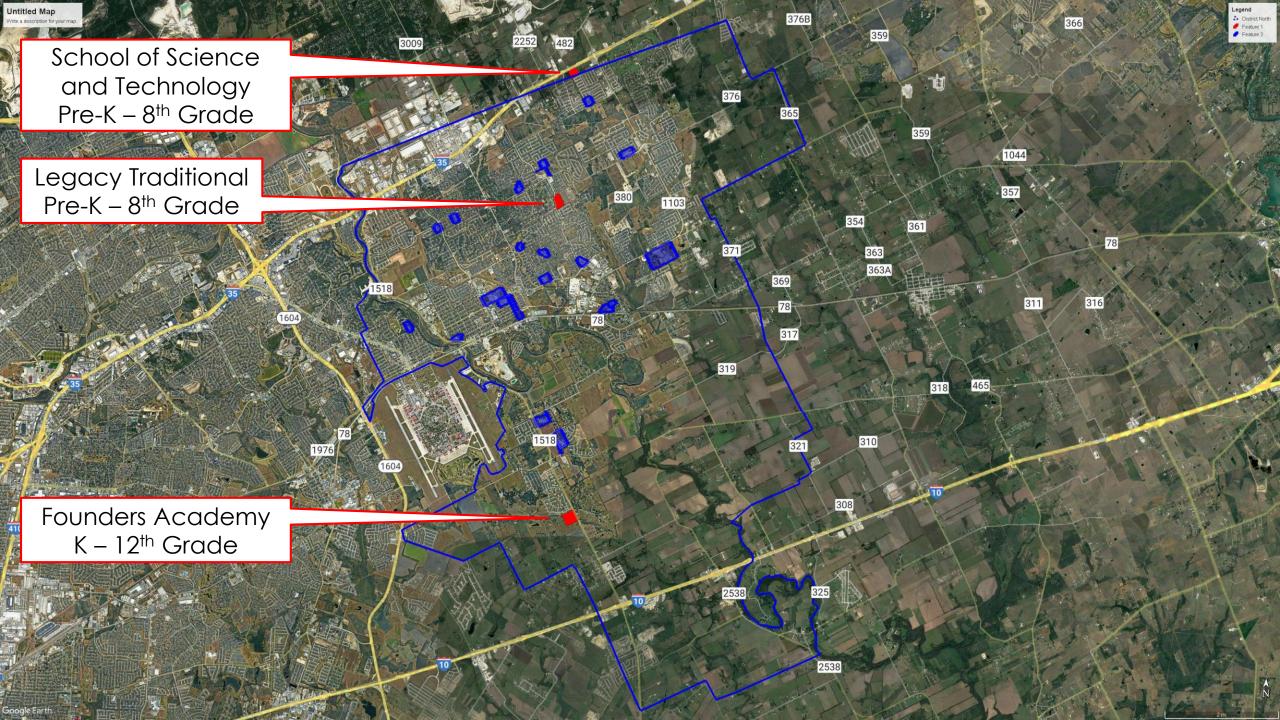
First Year of Founders Charter School

First Year of School of Science and Technology
First Year of Legacy Traditional School

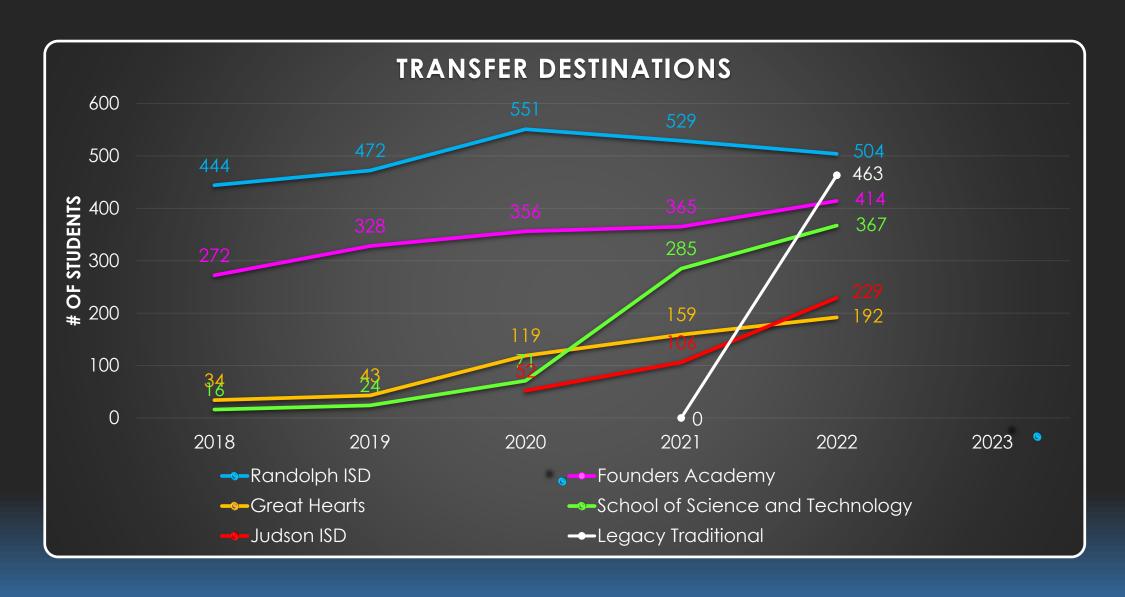
PEIMS YEAR	TRANSFER IN	TRANSFER OUT	DIFFERENCE	
2012	216	681	-465	
2013	212	704	-492	
2014	244	647	-403	
2015	302	702	-400	
2016	297	907	-610	
2017	290	1061	-771	
2018	304	1079	-775	
2019	296	1283	-987	
2020	300	1591	-1291	
2021	317	1981	-1664	
2022	308	2695	-2387	
2023	Data available in March			

## STUDENT TRANSFERS IN VS. OUT

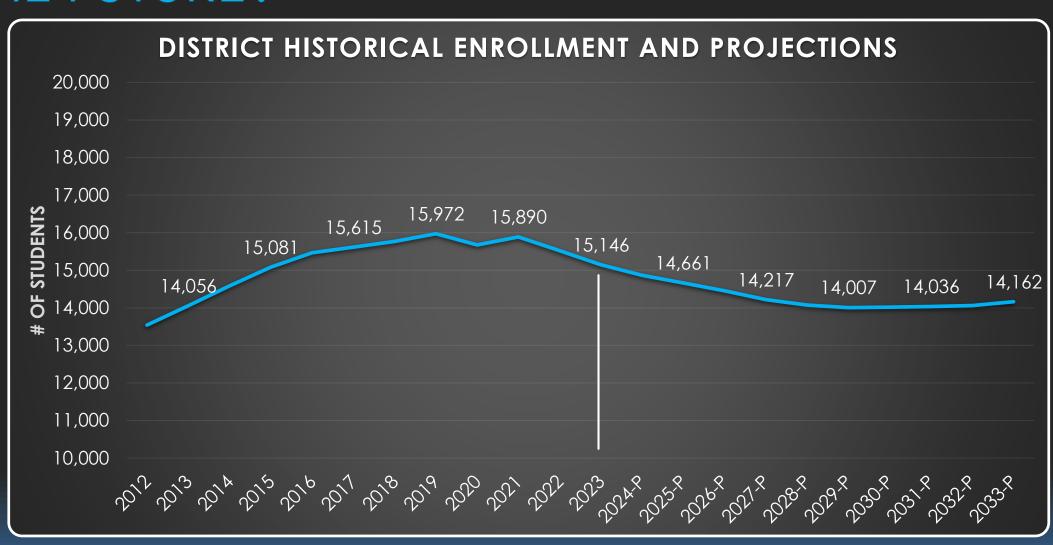




## MAIN DESTINATIONS FOR TRANSFERS OUT



# SO, HOW MANY STUDENTS WILL WE HAVE IN THE FUTURE?



## ENROLLMENT PROJECTIONS

- O OVER THE NEXT 6 YEARS OUR DISTRICT IS PROJECTED TO LOSE ON AVERAGE 1.3% OF OUR ENROLLMENT ANNUALLY.
  - o Resulting in the potential decline in enrollment of another 1,139 students over the same period
  - LARGER GRADUATING CLASSES
     CONTINUE TO BE REPLACED WITH
     SMALLER PRE-K AND KINDER
  - O GROWTH IN CHARTER ENROLLMENT
    IS LIKELY TO CONTRIBUTE TO THE
    SMALLER ELEMENTARY CLASS SIZES

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.42%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

## ENROLLMENT PROJECTIONS

- BEGINNING IN 2030 THE DISTRICT IS
   EXPECTED TO BEGIN ADDING STUDENTS
  - o Incoming Elementary Enrollment and Graduating Classes begin to reach a balance
  - o In 2033 we are projected to return to the enrollment we had in 2013

PEIMS YEAR	PROJECTED ENROLLMENT	GROWTH (DECLINE)	PERCENTAGE CHANGE
2023	15,146	-375	-2.44%
2024-P	14,864	-282	-1.86%
2025-P	14,661	-203	-1.37%
2026-P	14,451	-210	-1.43%
2027-P	14,217	-234	-1. 62%
2028-P	14,073	-144	-1.01%
2029-P	14,007	-66	-0.47%
2030-P	14,017	10	0.07%
2031-P	14,036	19	0.14%
2032-P	14,059	22	0.16%
2033-P	14,162	103	0.73%

## WHY HAS IT BECOME SO HARD TO PROJECT ENROLLMENT?

- o Prior to COVID and area Charter Schools, SCUC was essentially the only option for parents moving into our growing community.
  - O WHEN PROJECTING GROWTH, BIRTH RATES AND HOUSING GROWTH WERE THE ONLY TWO MAJOR VARIABLES WE HAD TO CONSIDER.
- o Beginning 2017 with the first area Charter School, parents began to exercise their choice.
  - O WITH COVID WE SAW VIRTUAL LEARNING ENTER THE GAME AND HOMESCHOOLING BECAME MORE PREVALENT
  - OUR COMMUNITY ALSO CONTINUED TO EXPERIENCE AGING IN PLACE
- PROJECTING ENROLLMENT IS MUCH MORE DIFFICULT WITH THESE ADDED VARIABLES.

## FORECASTING CONSIDERATIONS

- ENROLLMENT
  - HISTORICAL TRENDS
  - PROJECTIONS
  - Transfers to Charters and Other ISDs
- CAMPUS CAPACITY

## UNDERSTANDING CAMPUS CAPACITY

#### o **DESIGN CAPACITY**

- CAPACITY OF A CAMPUS AS ARCHITECTURALLY DESIGNED WITH EVERY FULL-SIZE CLASSROOM AT FULL CAPACITY
- o Ex. Sippel Elementary has a design capacity of 750 students

#### o **FUNCTIONAL CAPACITY**

- o Design capacity of a campus minus 10% to account for special programs on a campus that reduce the capacity of a full-size classroom
- Ex. Sippel Elementary has a functional capacity of 675 students

#### O MAXIMUM CAPACITY

- CAMPUS CAPACITY CONSIDERING THE ADDITION OF PORTABLE CLASSROOM BUILDINGS TO THE DESIGN CAPACITY AND THE NUMBER OF STUDENTS THE COMMON AREAS OF THE CAMPUS CAN SUPPORT
- Ex. Sippel Elementary has a maximum capacity of 1058 students

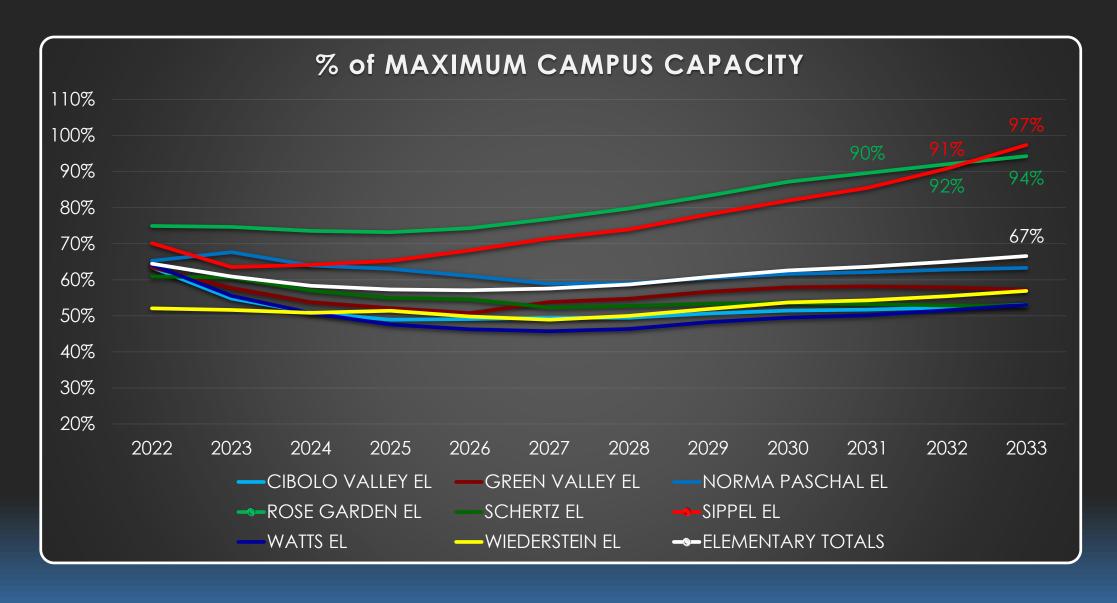
# PLANNING USING OUR MAXIMUM CAPACITY

- WE BEGIN CONSIDERING THE USE OF **CAPACITY RELIEF TOOLS** WHEN A CAMPUS REACHES **90%** OF ITS MAXIMUM CAPACITY. THE DISTRICT HAS SEVERAL TOOLS AT OUR DISPOSAL
- O TOOLS TO **<u>REDUCE/MAINTAIN THE ENROLLMENT</u>** OF A CAMPUS INCLUDE:
  - o Capping enrollment of the Campus to New Students
  - o Moving special programs to campuses with lower enrollments
- TOOLS TO BALANCE THE ENROLLMENT AT CAMPUSES INCLUDE:
  - REZONING THE ATTENDANCE BOUNDARIES
- O TOOLS TO INCREASE THE CAPACITY OF THE CAMPUS/DISTRICT INCLUDE:
  - ADDING PORTABLE CLASSROOM BUILDINGS
  - ADDING TO OR RENOVATING THE EXISTING BUILDING
  - BUILDING A NEW CAMPUS TO THE DISTRICT

# ELEMENTARY CAPACITIES

Campus	Functional	Max	Previous Year	Current PEIMS				ENR	OLLMENT	PROJECT	IONS			
	Capacity	Cupacity	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CIBOLO VALLEY EL	891	1,200	761	657	611	587	589	594	594	608	617	620	627	637
% Max Capacity			63%	55%	51%	49%	49%	49%	49%	51%	51%	52%	52%	53%
GREEN VALLEY EL	673	924	586	533	497	482	469	497	506	524	535	537	535	529
% Max Capacity			63%	58%	54%	52%	51%	54%	55%	57%	58%	58%	58%	57%
NORMA PASCHAL EL	673	924	603	625	591	582	564	544	546	559	569	574	580	585
% Max Capacity			65%	68%	64%	63%	61%	59%	59%	60%	62%	62%	63%	63%
ROSE GARDEN EL	891	1,200	899	896	882	878	891	923	957	999	1,046	1.075	1,104	1,131
% Max Capacity			75%	75%	74%	73%	74%	77%	80%	83%	87%	90%	92%	94%
SCHERTZ EL	675	1,102	671	668	628	605	601	576	581	588	591	586	582	582
% Max Capacity			61%	61%	57%	55%	55%	52%	53%	53%	54%	53%	53%	53%
SIPPEL EL	675	1,058	742	672	679	690	721	756	782	827	867	904	961	1,030
% Max Capacity			70%	64%	64%	65%	68%	71%	74%	78%	82%	85%	91%	97%
WATTS EL	673	924	593	513	469	440	428	423	428	446	457	463	476	490
% Max Capacity			64%	56%	51%	48%	46%	46%	46%	48%	49%	50%	52%	53%
WIEDERSTEIN EL	675	1,058	551	546	538	544	527	517	529	549	568	574	587	602
% Max Capacity			52%	52%	51%	51%	50%	49%	50%	52%	54%	54%	55%	57%
ELEMENTARY TOTALS	5,826	8,390	5,406	5,110	4,895	4,808	4,790	4,830	4,922	5,099	5,250	5,335	5,453	5,587
% Max Capacity			64%	61%	58%	57%	57%	58%	59%	61%	63%	64%	65%	67%
Elementary Percent Change			-3.40%	-5.48%	-4.21%	-1.78%	-0.37%	0.83%	1.91%	3.59%	2.96%	1.63%	2.20%	2.46%
Elementary Absolute Change			-190	-296	-215	-87	-18	40	92	177	151	85	117	134

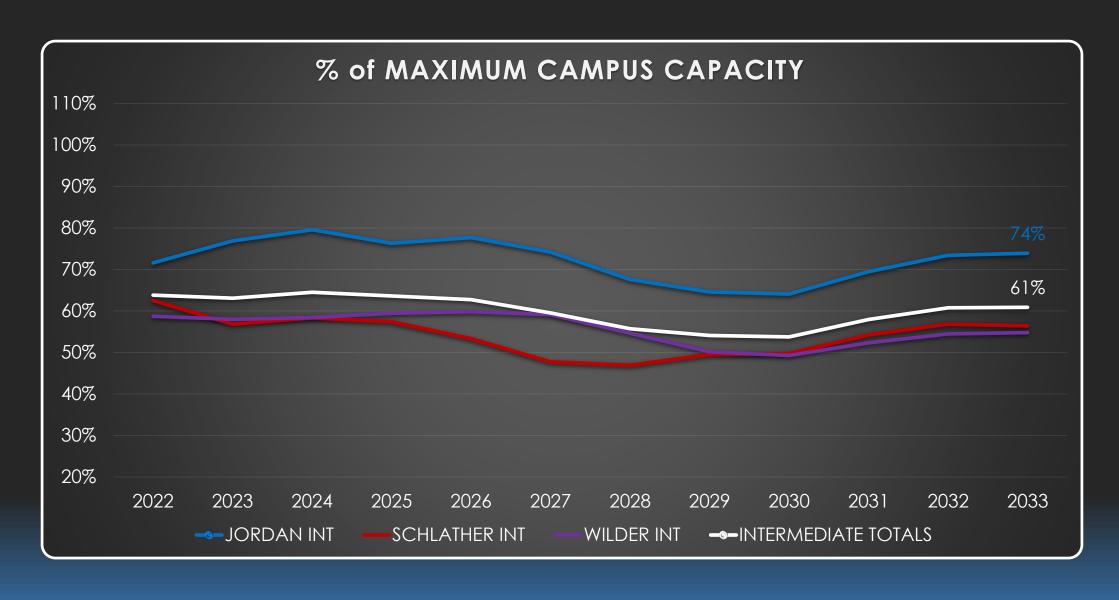
# ELEMENTARY CAPACITIES



# INTERMEDIATE CAPACITIES

Campus	Functional Capacity	Max Capacity	Previous Year	Current PEIMS				ENRO	OLLMENT	PROJECTI	ONS			
	Cupacity	Capacity	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
JORDAN INT	810	1,000	716	769	796	763	777	742	676	646	641	695	734	739
% Max Capacity			72%	77%	80%	76%	78%	74%	68%	65%	64%	70%	73%	74%
SCHLATHER INT	810	1,200	750	682	700	689	640	573	563	594	597	651	682	677
% Max Capacity			63%	57%	58%	57%	53%	48%	47%	50%	50%	54%	57%	56%
WILDER INT	810	1,250	734	725	730	743	748	739	683	627	616	654	681	685
% Max Capacity			59%	58%	58%	59%	60%	59%	55%	50%	49%	52%	54%	55%
INTERMEDIATE TOTALS		3,450	2,201	2,176	2,226	2,195	2,165	2,054	1,922	1,867	1,854	2,000	2,097	2,101
% Max Capacity			64%	63%	65%	64%	63%	60%	56%	54%	54%	58%	61%	61%
Intermediate Percent Change			-6.13%	-1.09%	2.30%	-1.39%	-1.37%	-5.13%	-6.43%	-2.86%	-0.70%	7.87%	4.85%	0.19%
Intermediate Absolute Change			-144	-24	50	-31	-30	-111	-132	-55	-13	146	97	4

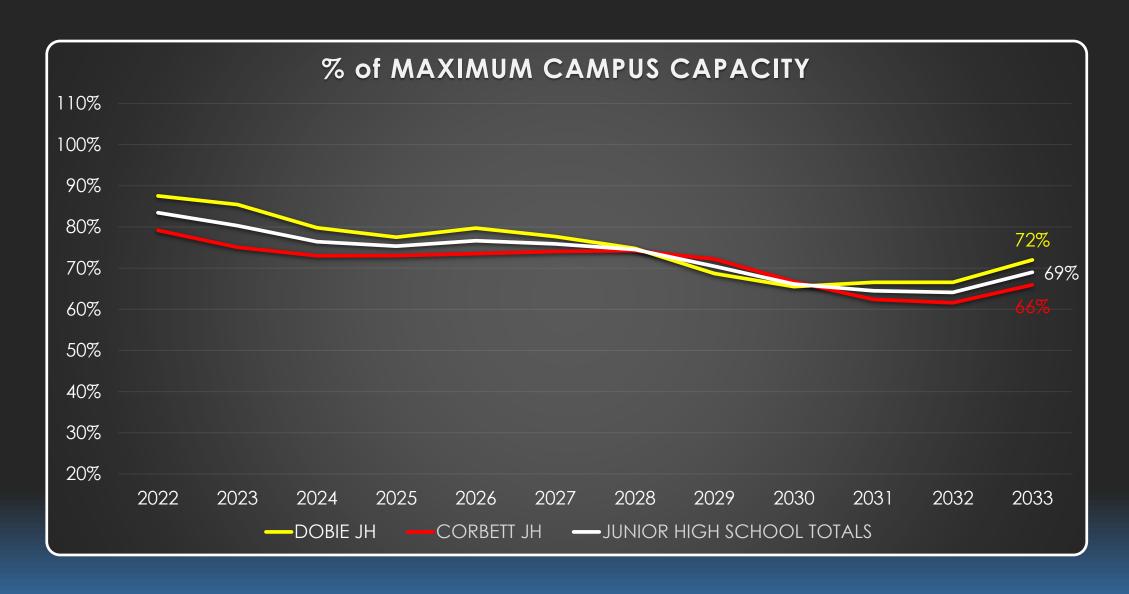
# INTERMEDIATE CAPACITIES



# JUNIOR HIGH CAPACITIES

Campus	Functional Capacity	Max	Previous Year	Current PEIMS				ENRO	OLLMENT	PROJECTI	IONS			
	Cupacity	Capacily	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
DOBIE JH	1,300	1,540	1,348	1,316	1,229	1,194	1,228	1,196	1,152	1,058	1,009	1,025	1,025	1,109
% Max Capacity			88%	85%	80%	78%	80%	78%	75%	69%	66%	67%	67%	72%
CORBETT JH	1,080	1,500	1,188	1,126	1,095	1,096	1,103	1,111	1,114	1,083	1,001	936	924	989
% Max Capacity			79%	75%	73%	73%	74%	74%	74%	72%	67%	62%	62%	66%
JUNIOR HIGH SCHOOL TOTALS		3,040	2,537	2,442	2,324	2,290	2,331	2,307	2,266	2,141	2,010	1,961	1,949	2,098
% Max Capacity			83%	80%	76%	75%	77%	76%	75%	70%	66%	65%	64%	69%
Junior High School Percent Change			-2.62%	-3.71%	-4.83%	-1.46%	1.79%	-1.03%	-1.78%	-5.52%	-6.12%	-2.44%	-0.61%	7.64%
Junior High School Absolute Change			-68	-94	-118	-34	41	-24	-41	-125	-131	-49	-12	149

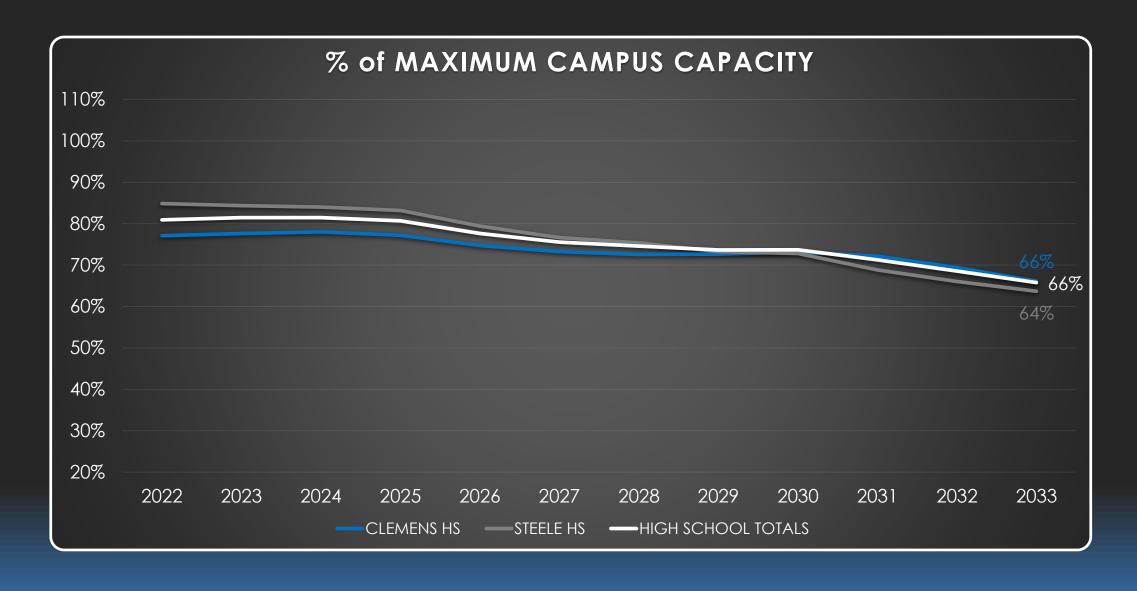
# JUNIOR HIGH CAPACITIES



# HIGH SCHOOL CAPACITIES

Campus	Functional Capacity C	Max	Previous Year	Current PEIMS				ENR	OLLMENT	PROJECTI	ONS			
	Cupacity	Capacily	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
CLEMENS HS	2,700	3,300	2,544	2,563	2,576	2,550	2,469	2,419	2,397	2,400	2,418	2,383	2,292	2,183
% Max Capacity			77%	78%	78%	77%	75%	73%	73%	73%	73%	72%	69%	66%
STEELE HS	2,160	3,200	2,716	2,700	2,688	2,663	2,541	2,452	2,411	2,345	2,330	2,202	2,113	2,038
% Max Capacity			85%	84%	84%	83%	79%	77%	75%	73%	73%	69%	66%	64%
HIGH SCHOOL TOTALS		6,650	5,381	5,418	5,419	5,368	5,165	5,026	4,963	4,900	4,903	4,740	4,560	4,376
% Max Capacity			81%	81%	81%	81%	78%	76%	75%	74%	74%	71%	69%	66%
High School Percent Change			0.69%	0.71%	0.02%	-0.94%	-3.78%	-2.69%	-1.25%	-1.27%	0.06%	-3.32%	-3.80%	-4.04%
High School Absolute Change			37	38	1	-52	-204	-137	-64	-63	3	-163	-180	-183

# HIGH SCHOOL CAPACITIES



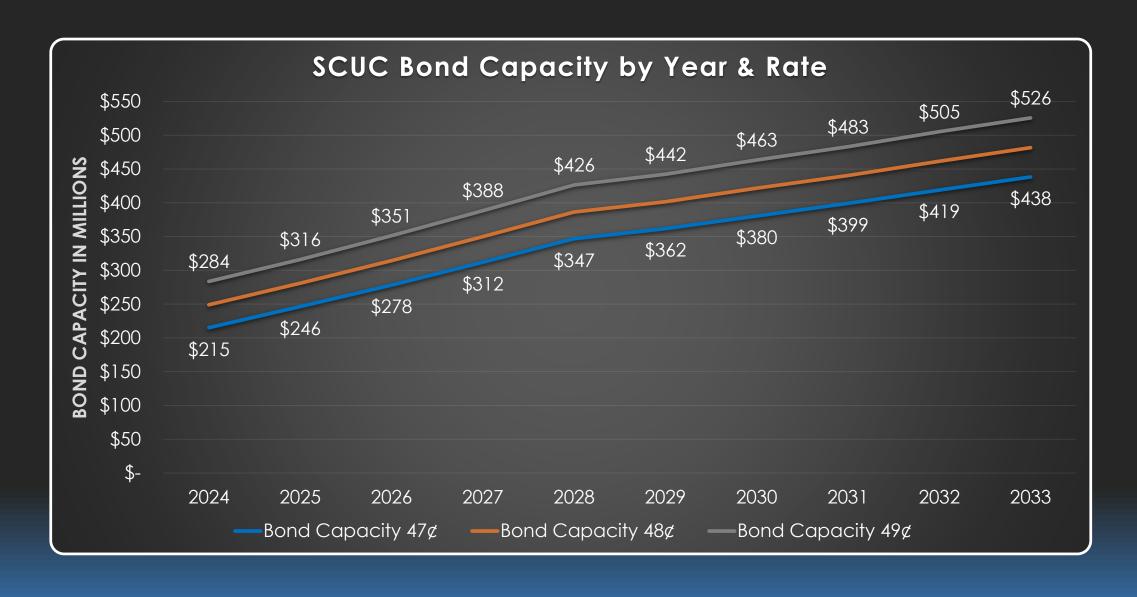
## FORECASTING CONSIDERATIONS

- ENROLLMENT
  - HISTORICAL TRENDS
  - PROJECTIONS
  - Transfers to Charters and Other ISDs
- CAMPUS CAPACITY
- BONDING CAPACITY

## PROJECTING BONDING CAPACITY - SCUC

- o Projecting Tax Revenue
  - ASSUMES NO REFINANCING FOR BOND SAVINGS
    - DEFEASING PRINCIPAL
  - MODEST PROPERTY VALUE GROWTH
    - 4.0% ANNUAL INCREASE FOR 2024-2028
    - 2.0% ANNUAL INCREASE FOR 2029-2033
- As Debt is restructured and property values increase, we begin to have some bonding capacity
  - CAPACITY FOR ADDITIONAL DEBT IS LOWER AT FIRST, MORE IN LATER YEARS
- FORECASTING USING THREE OPTIONS FOR I&S TAX RATE
  - \$0.47 PER \$100 OF VALUATION (CURRENT), \$0.48 PER \$100 VALUATION, AND \$0.49 PER \$100
     VALUATION

## PROJECTED AVAILABLE BOND DOLLARS



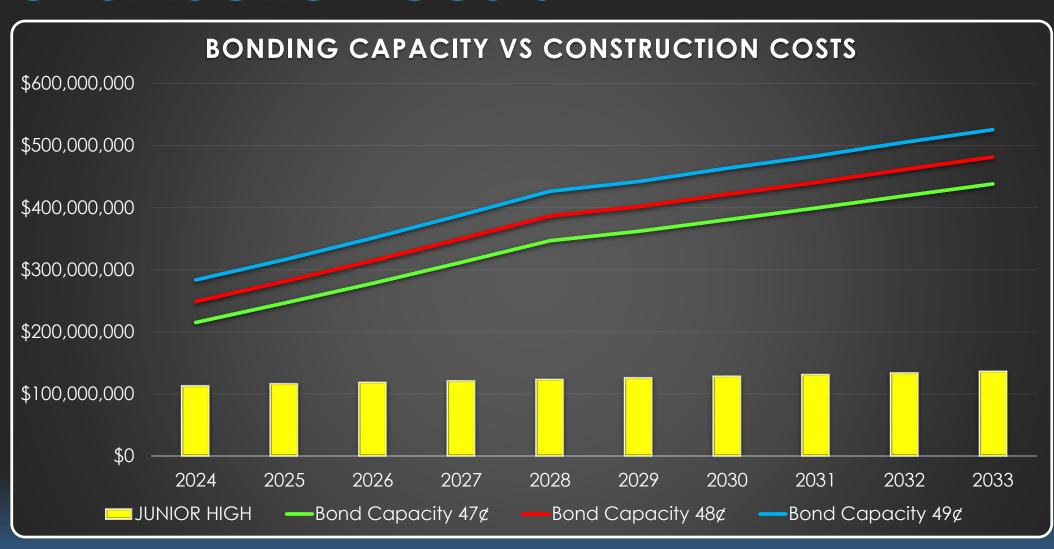
## PROJECTING FACILITY COSTS - SCUC

- o Projecting Future Costs of New Facilities
  - FLUCTUATING MATERIALS AND LABOR COSTS MAKE LONG-TERM PROJECTIONS DIFFICULT
  - o The Market has seen huge inflation over the last several years, but seems to have stabilized during 2023
    - $\circ$  2020-2023 we experienced 7-15% inflation annually
  - o Projecting past 2024
    - o 3% annual inflation for 2024
    - o 2% annual inflation for 2025 and beyond
- Construction Estimate Rules of Thumb 2024 Dollars
  - o High School \$235 Million
  - o Junior High School \$113 Million
  - o Intermediate/Elementary \$72 Million

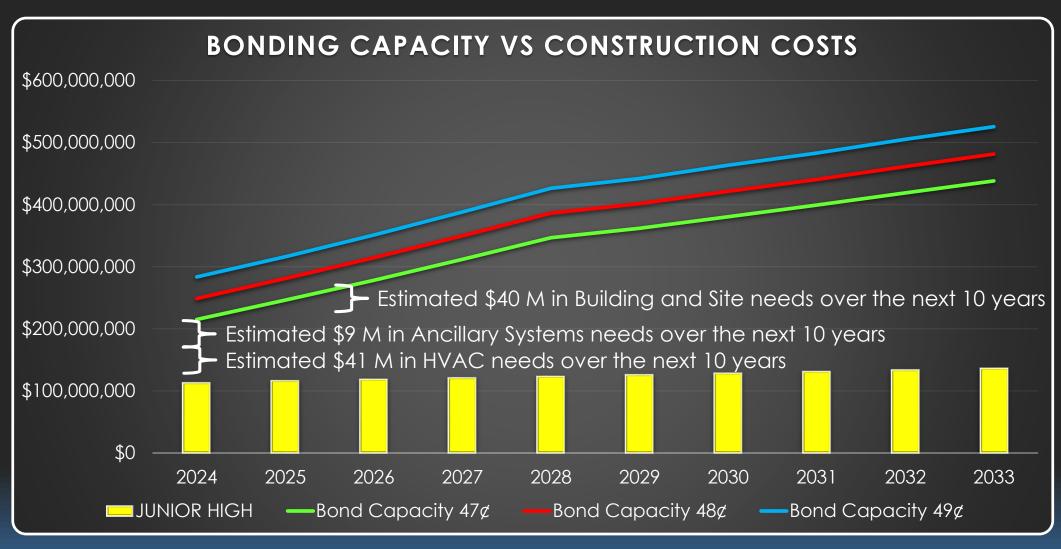
# PROJECTING FACILITY COSTS - SCUC

YEAR	Hi	gh School	Ju	unior High	mentary/ ermediate
2024	\$	235,000,000	\$	113,000,000	\$ 72,000,000
2025-P	\$	242,050,000	\$	116,390,000	\$ 74,160,000
2026-P	\$	246,891,000	\$	118,717,800	\$ 75,643,200
2027-P	\$	251,828,820	\$	121,092,156	\$ 77,156,064
2028-P	\$	256,865,396	\$	123,513,999	\$ 78,699,185
2029-P	\$	262,002,704	\$	125,984,279	\$ 80,273,169
2030-P	\$	267,242,758	\$	128,503,965	\$ 81,878,632
2031-P	\$	272,587,614	\$	131,074,044	\$ 83,516,205
2032-P	\$	278,039,366	\$	133,695,525	\$ 85,186,529
2033-P	\$	283,600,153	\$	136,369,435	\$ 86,890,260
2034-P	\$	289,272,156	\$	139,096,824	\$ 88,628,065

# PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



# PROJECTED BOND CAPACITIES VS. CONSTRUCTION COSTS



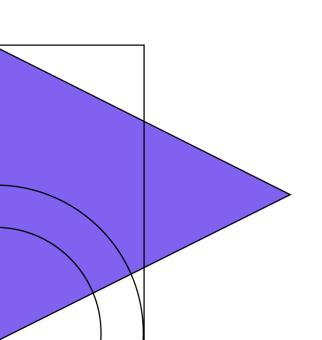
## TAKE AWAYS....

- STUDENT ENROLLMENT/PROJECTIONS
  - o Prior to COVID-19 SCUC ISD's enrollment growth had slowed to 1% per year
  - o COVID and the opening of charter schools has impacted district enrollment, especially at the younger grades
  - o This multi-year impact is reducing our enrollment even with new housing
  - o An average 1% annual decline in enrollment is forecasted for the next six years.
- o Capacity Relief Tools
  - O WE HAVE MULTIPLE TOOLS TO HELP RELIEVE OUR CAMPUSES ONCE THEY SURPASS 90% OF THEIR MAX CAPACITY AND MOVE CLOSER TO 100%
- WITH OUR PROJECTED ENROLLMENT DECLINING, OUR ATTENTION MUST BE FOCUSED ON MAINTAINING THE INFRASTRUCTURE OF OUR EXISTING BUILDINGS AND IDENTIFYING FUTURE PROGRAMMATIC NEEDS FOR OUR STUDENTS
- WE ALSO NEED TO CONSIDER IF 2 JUNIOR HIGHS CONTINUE TO MEET THE NEEDS OF OUR DISTRICT

# QUESTIONS/COMMENTS

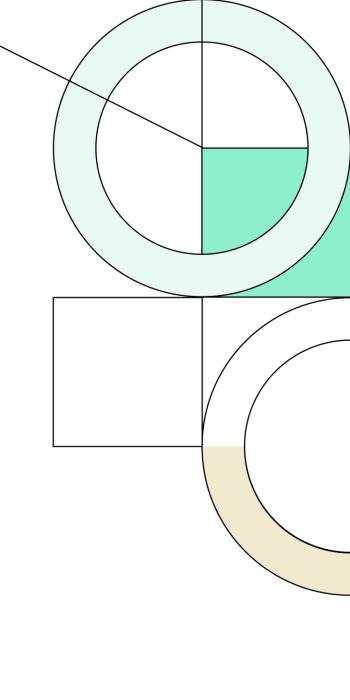














# Annual Enrollment Change

																_	
																Total	
Year (Oct.)	EE/PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Growth	% Growth
2020/21	325	951	1,019	1,040	1,077	1,135	1,143	1,232	1,248	1,219	1,293	1,394	1,305	1,292	15,673		
2021/22	455	935	997	1,019	1,074	1,116	1,124	1,221	1,287	1,318	1,428	1,347	1,305	1,264	15,890	217	1.4%
2022/23	436	819	962	998	1,077	1,114	1,067	1,133	1,230	1,306	1,478	1,371	1,247	1,283	15,521	-369	-2.3%
2023/24	430	788	838	967	997	1,090	1,079	1,097	1,178	1,264	1,435	1,459	1,238	1,286	15,146	-375	-2.4%
2024/25	444	737	814	895	989	1,018	1,121	1,116	1,112	1,232	1,469	1,403	1,394	1,202	14,946	-200	-1.3%

\*Yellow Box = largest grade per year Green Box = second largest grade per year

2024/25	384	747	849	866	1,006	1,043	1,108	1,118	1,126	1,198	1,413	1,427	1,354	1,225	14,864
Difference	60	-10	-35	29	-17	-25	13	-2	-14	34	56	-24	40	-23	82
	18.5%	-1.1%	-3.4%	2.8%	-1.6%	-2.2%	1.1%	-0.2%	-1.1%	2.8%	4.3%	-1.7%	3.1%	-1.8%	0.5%

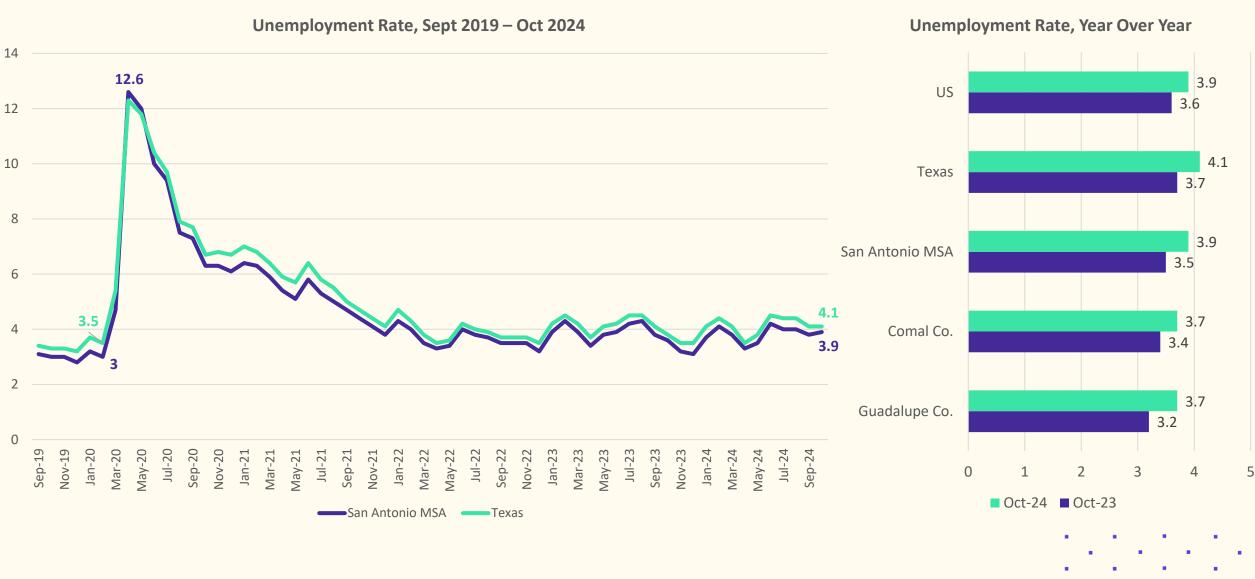
3-year avg.	0.992	0.924	1.028	1.025	1.026	1.023	0.984	1.023	1.020	1.029	1.127	0.975	0.928	0.995	1.005	1.004	1.025	1.006
Cohorts	PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Elem	Int	Mid	High
2021/22	1.400	0.983	1.048	1.000	1.033	1.036	0.990	1.068	1.045	1.056	1.171	1.042	0.936	0.969	1.020	1.029	1.050	1.029
2022/23	0.958	0.876	1.029	1.001	1.057	1.037	0.956	1.008	1.007	1.015	1.121	0.960	0.926	0.983	1.000	0.982	1.011	0.998
2023/24	0.986	0.962	1.023	1.005	0.999	1.012	0.969	1.028	1.040	1.028	1.099	0.987	0.903	1.031	1.000	0.998	1.034	1.005
2024/25	1.033	0.935	1.033	1.068	1.023	1.021	1.028	1.034	1.014	1.046	1.162	0.978	0.955	0.971	1.016	1.031	1.030	1.017



2



#### **Local Economic Conditions**







## Housing Activity by MSA

#### Top 25 Housing Starts Markets (3Q2024)

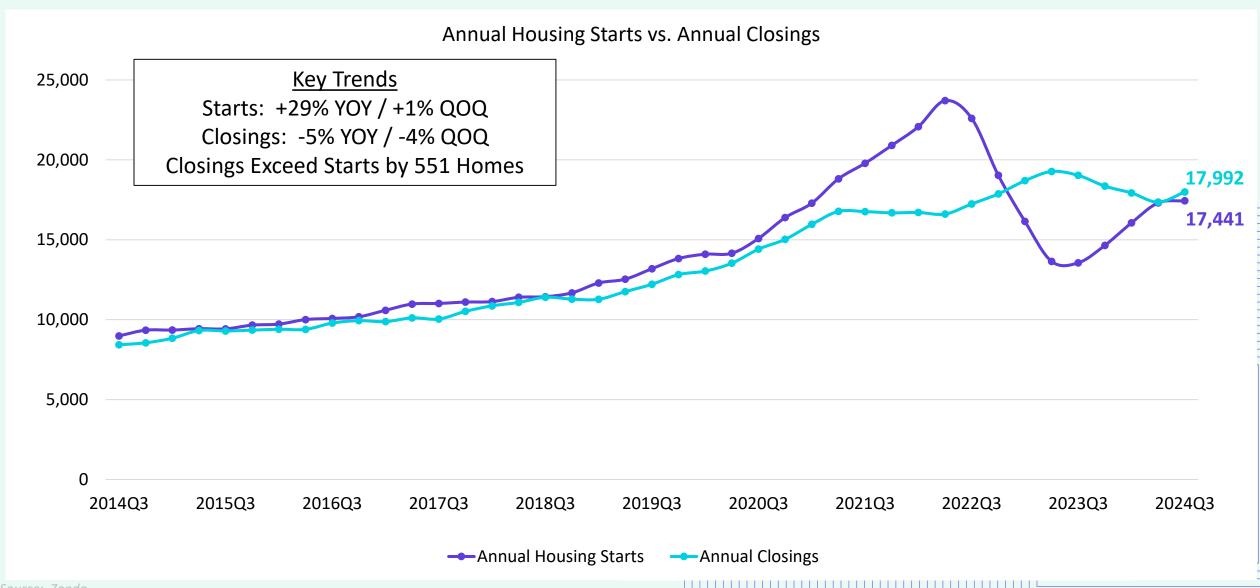
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Rank	Market	3Q24 Annualized Starts	3Q24 YOY Change	3Q19 Annualized Starts	Change from 2019
1	Dallas	46,635	11%	33,560	39%
2	Houston	38,128	14%	29,712	28%
3	Phoenix	23,399	50%	21,093	11%
4	Atlanta	18,338	6%	22,899	-20%
5	San Antonio	17,751	33%	13,180	35%
6	Austin	16,663	11%	17,409	-4%
7	Orlando	14,595	-2%	14,056	4%
8	Tampa	12,459	3%	12,144	3%
9	Charlotte	11,625	0%	11,837	-2%
10	Raleigh	11,045	12%	9,723	14%
11	Riverside/San Bernardino	10,871	-2%	9,377	16%
12	Las Vegas	10,870	22%	9,834	11%
13	Miami	10,603	44%	8,387	26%
14	Washington, DC	10,439	2%	12,980	-20%
15	Sarasota	10,387	10%	5,897	76%
16	Jacksonville	10,297	12%	8,506	21%
17	Nashville	9,887	17%	8,439	17%
18	Lakeland	8,556	29%	4,885	75%
19	Denver	8,291	22%	10,144	-18%
20	Portland	8,226	108%	5,143	60%
21	Seattle	7,814	37%	9,002	-13%
22	Minneapolis	7,121	13%	7,755	-8%
23	Sacramento	7,060	20%	5,856	21%
24	Chicago	6,947	19%	6,420	8%
25	Indianapolis	6,846	16%	5,874	17%

Source: Zonda





#### San Antonio New Home Closings







#### San Antonio New Home Ranking Report

ISD Ranked by Annual Closings – 3Q24

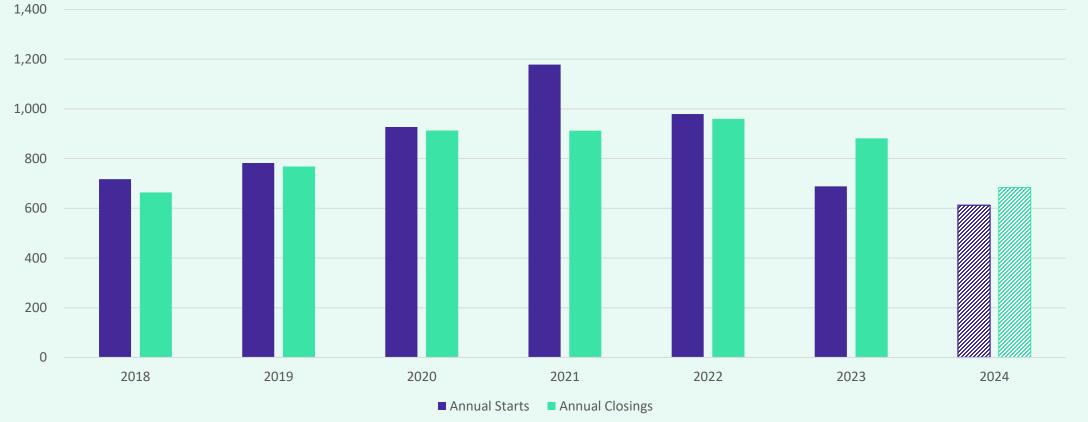
Rank	District	<b>Annual Starts</b>	<b>Annual Closings</b>	Inventory	VDL	Future
1	NORTHSIDE ISD	3,637	3,710	1,999	6,305	21,310
2	COMAL ISD	2,442	2,704	1,776	4,918	24,373
3	MEDINA VALLEY ISD	2,202	2,382	1,217	4,596	31,031
4	EAST CENTRAL ISD	2,222	2,055	1,254	4,560	24,573
5	SOUTHWEST ISD	1,333	1,203	739	2,317	7,002
6	JUDSON ISD	679	941	308	508	969
7	SCHERTZ CIBOLO ISD*	770	831	442	1,939	6,169
8	NAVARRO ISD	834	810	482	1,253	6,877
9	BOERNE ISD	784	768	555	1,264	9,651
10	SOUTHSIDE ISD	706	731	298	964	16,713
11	NEW BRAUNFELS ISD	610	618	388	767	6,366
12	NORTH EAST ISD	347	342	220	899	5,316
13	SEGUIN ISD	318	321	250	588	5,519
14	SOUTH SAN ANTONIO ISD	247	222	162	160	720
15	MARION ISD	194	166	111	264	4,352
16	FLORESVILLE ISD	127	139	54	205	0
17	SAN ANTONIO ISD	70	100	138	327	688
18	LYTLE ISD	88	73	50	334	1,046
19	PLEASANTON ISD	49	64	25	83	0
20	ALAMO HEIGHTS ISD	4	39	23	16	19

<sup>\*</sup> Based on additional research by Zonda Education

<sup>\*\*</sup> Totals **DO NOT** include age-restricted communities



## District New Home Starts and Closings by Quarter



Starts	2018	2019	2020	2021	2022	2023	2024
1Q	175	201	237	294	349	103	189
2Q	180	176	197	300	393	187	260
3Q	177	207	261	265	174	241	163
4Q	185	198	232	319	63	157	
Total	717	782	927	1,178	979	688	612

Closings	2018	2019	2020	2021	2022	2023	2024
1Q	133	138	165	190	181	280	235
2Q	185	211	249	258	227	247	249
3Q	185	240	286	268	218	199	200
4Q	161	179	213	196	334	155	
Total	664	768	913	912	960	881	684





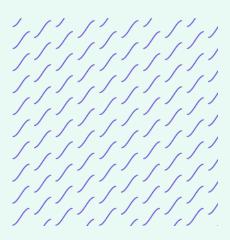
## District Housing Overview by Elementary Zone

Elementary	Annual Starts	Quarter Starts	Annual Closings	Quarter Closings	Under Const.	Inventory	Vacant Dev. Lots	Future
CIBOLO VALLEY	85	19	110	27	29	52	275	238
GREEN VALLEY	0	0	0	0	0	0	0	0
PASCHAL	4	0	1	0	1	3	41	242
ROSE GARDEN	205	57	226	38	86	126	680	2,722
SCHERTZ	0	0	23	2	0	1	0	60
SIPPEL	288	63	227	64	89	151	637	1,556
WATTS	53	7	93	26	14	28	23	580
WIEDERSTEIN	135	17	151	43	28	81	283	771
Grand Total	770	163	831	200	247	442	1,939	6,169

Highest activity in the category

Second highest activity in the category

Third highest activity in the category





## **District Housing Overview**

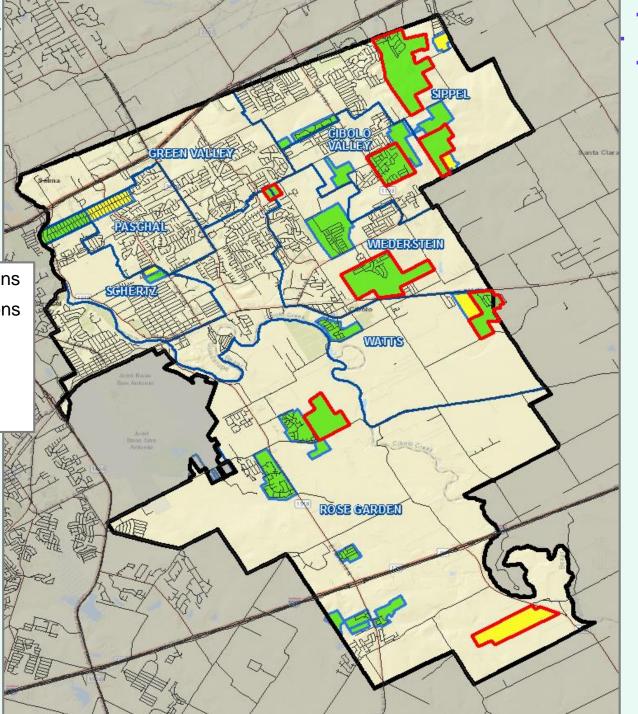
- The district has 24 actively building subdivisions
- Within SCUCISD there are 6 future subdivisions in various stages of planning
- Of these, groundwork is underway on approx.
   770 lots within 8 subdivisions
- 265 lots were delivered in the 3<sup>rd</sup> quarter

Groundwork Underway

Activ

Future

Elementary Attendance Zones





Nov 2024





- 868 total lots
- 574 future lots
- 159 vacant developed lots
- 31 homes under construction
- 97 occupied homes
- Started 115 homes in last 12 months, started 28 homes in 3Q24
- Streets being paved for 162 lots in Phase 2
- Lennar
- \$237K+
- Current Student Yield = .20





#### Saddlebrook Ranch

- 635 total lots
- 467 future lots
- 164 vacant developed lots
- 4 homes under construction
- First homes started 3Q24
- Groundwork underway on 132 lots in Phase 4 & 6
- Ashton Woods Homes
- \$360K+

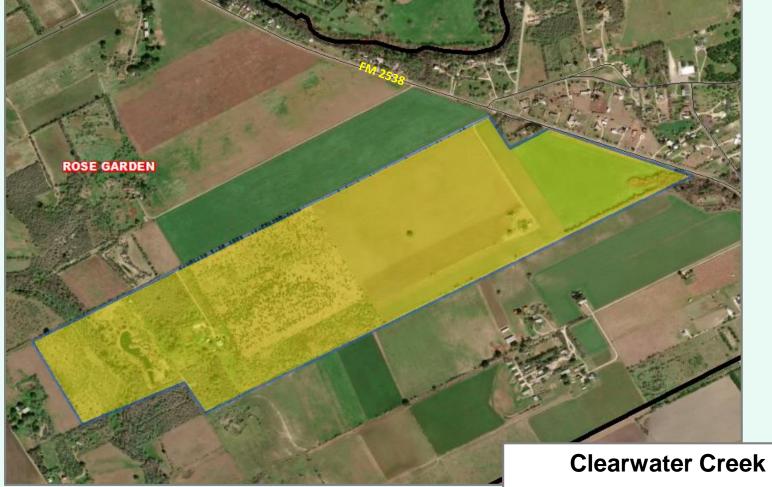
#### **Carmel Ranch**

- 127 total lots
- 120 vacant developed lots
- 7 homes under construction
- All lots delivered for homebuilding 3Q24
- Anticipate first homes Spring 2025
- Meritage Homes
- \$402K+









#### Nov 2024



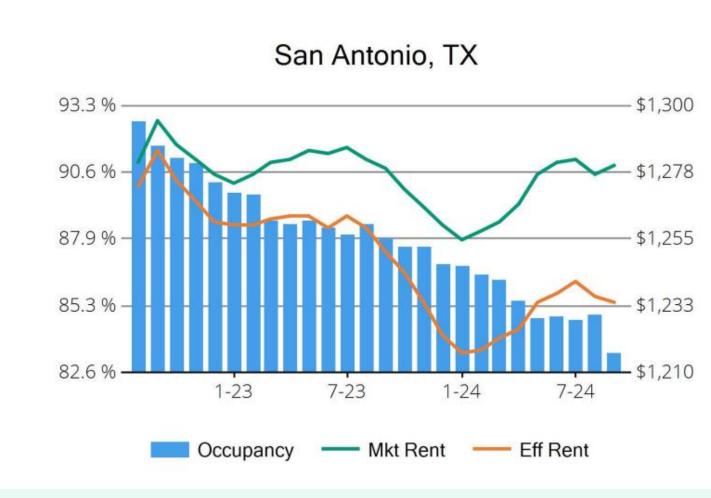
- 1,156 total future lots
- Initial groundwork underway on 104 lots in Phase 1
- Lennar



## Housing Market Trends: Multi-family Market- September 2024

#### Stabilized and Lease-up Properties

Conventional Properties	Sep 2024	Annual Change
Occupancy	83.4	-5.6%
Unit Change	13,675	
Units Absorbed (Annual)	1,484	
Average Size (SF)	865	+0.8%
Asking Rent	\$1,280	+0.1%
Asking Rent per SF	\$1.48	-0.7%
Effective Rent	\$1,234	-1.3%
Effective Rent per SF	\$1.43	-2.1%
% Offering Concessions	44%	+35.7%
Avg. Concession Package	7.0%	+20.7%







#### **District Multifamily Overview**

- There are more than 600 multifamily units under construction, 318 of which are single family rental homes
- There are nearly 1,300 future multifamily units in various stages of planning across the district

#### **Multifamily Developments**

Future Apartment

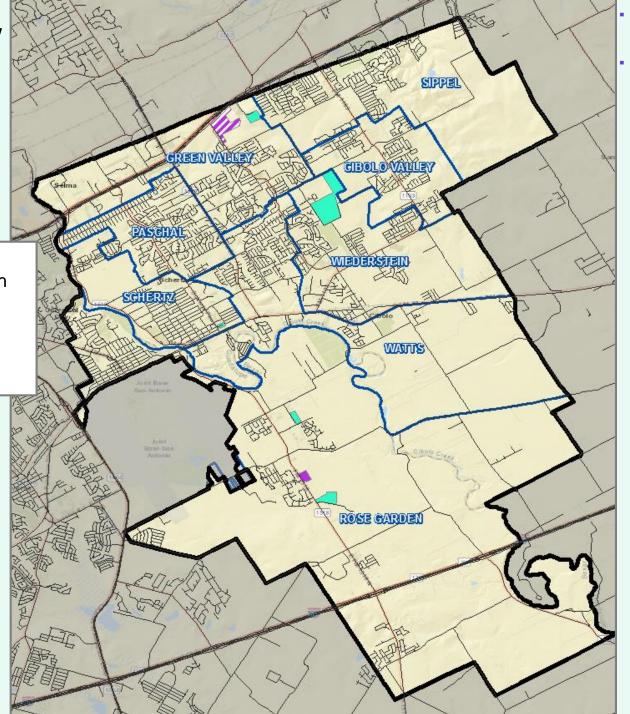
Future Single Family Rental

Apartment Under Construction

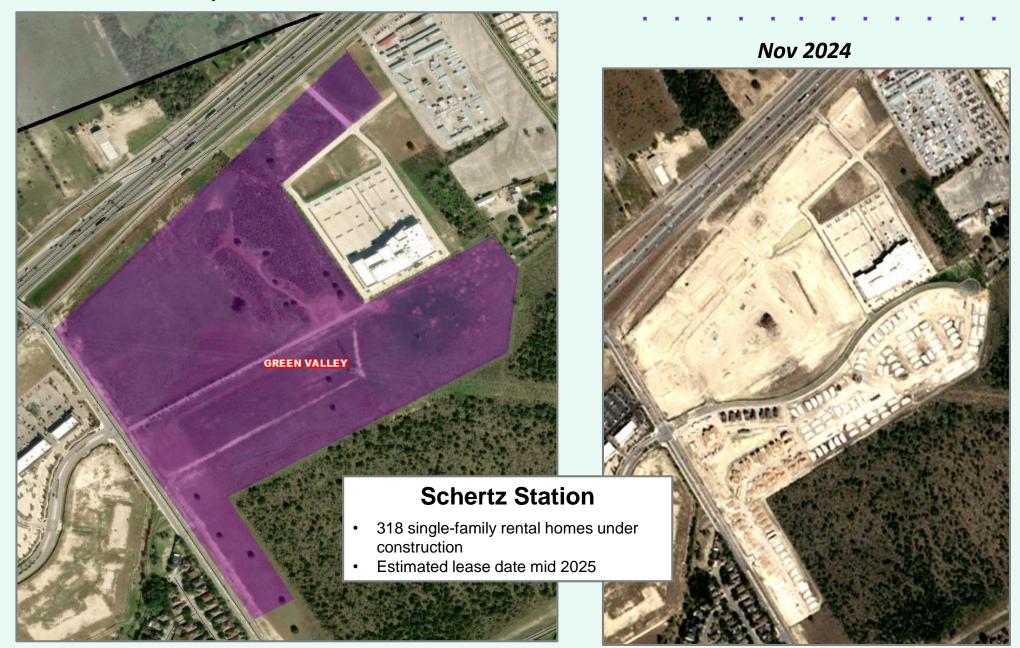
Mobile Home Under Construction

Single Family Rental Under Construction











#### **Aviator 1518**

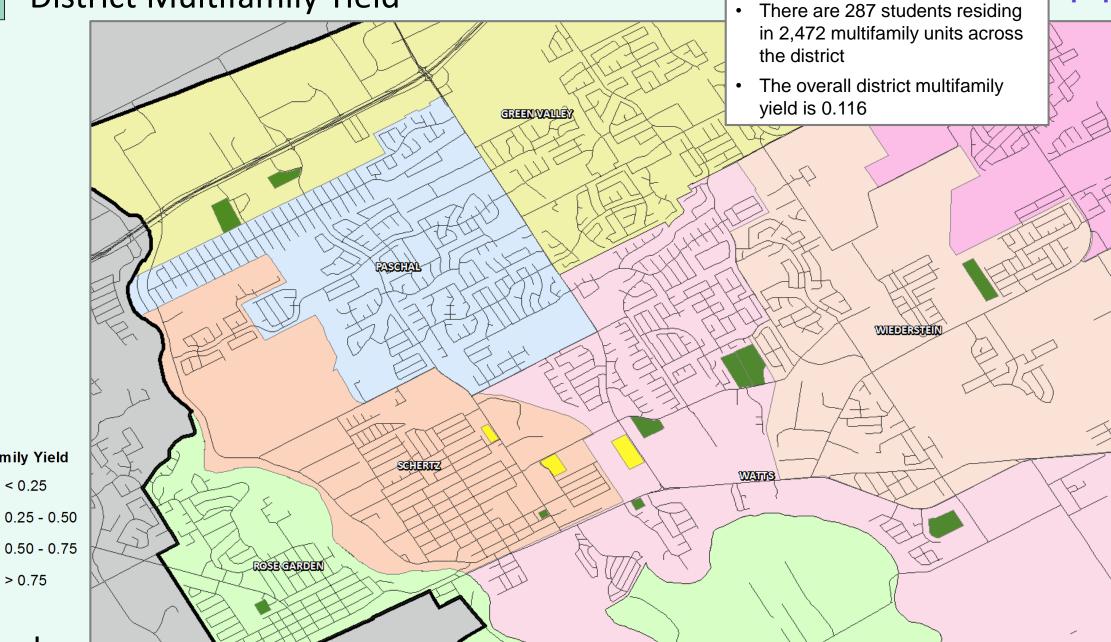
300 apartment units under construction



#### Nov 2024



District Multifamily Yield



% Zonda... Education

**Multifamily Yield** 

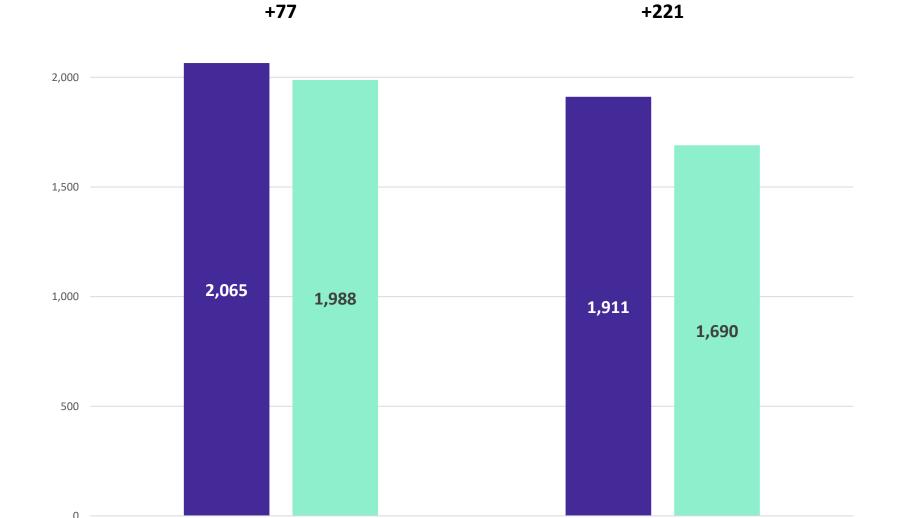
< 0.25

> 0.75



## Newcomers and Leavers





■ Newcomers ■ Leavers

2024/25

2023/24



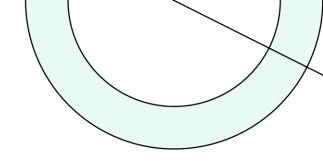
18



## Birth Rate Analysis







	Kindergarten Enrollment	District Births	Ratio
2006 (2011/12)	827	568	1.456
2007 (2012/13)	862	695	1.240
2008 (2013/14)	937	745	1.258
2009 (2014/15)	985	758	1.299
2010 (2015/16)	989	779	1.270
2011 (2016/17)	995	790	1.259
2012 (2017/18)	1,009	860	1.173
2013 (2018/19)	982	838	1.172
2014 (2019/20)	1,048	874	1.199
2015 (2020/21)	951	900	1.057
2016 (2021/22)	935	978	0.956
2017 (2022/23)	819	900	0.910
2018 (2023/24)	788	962	0.819
2019 (2024/25)	739	913	0.809
2020 (2025/26)	699	867	0.806
2021 (2026/27)	763	946	0.807
2022 (2027/28)	750	934	0.803
2023 (2028/29)	776	972	0.798
, , , , ,			





## Ten Year Forecast by Grade Level

Year (Oct.)	EE/PK	К	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Total Growth	% Growth
2020/21	325	951	1,019	1,040	1,077	1,135	1,143	1,232	1,248	1,219	1,293	1,394	1,305	1,292	15,673		
2021/22	455	935	997	1,019	1,074	1,116	1,124	1,221	1,287	1,318	1,428	1,347	1,305	1,264	15,890	217	1.4%
2022/23	436	819	962	998	1,077	1,114	1,067	1,133	1,230	1,306	1,478	1,371	1,247	1,283	15,521	-369	-2.3%
2023/24	430	788	838	967	997	1,090	1,079	1,097	1,178	1,264	1,435	1,459	1,238	1,286	15,146	-375	-2.4%
2024/25	444	737	814	895	989	1,018	1,121	1,116	1,112	1,232	1,469	1,403	1,394	1,202	14,946	-200	-1.3%
2025/26	452	715	766	853	925	1,022	1,057	1,171	1,147	1,150	1,415	1,438	1,354	1,374	14,839	-107	-0.7%
2026/27	458	780	747	805	886	972	1,051	1,094	1,207	1,189	1,315	1,388	1,374	1,352	14,618	-221	-1.5%
2027/28	461	768	815	789	838	922	998	1,091	1,120	1,253	1,370	1,286	1,335	1,363	14,409	-209	-1.4%
2028/29	463	797	806	858	825	877	953	1,038	1,119	1,160	1,436	1,342	1,237	1,326	14,237	-172	-1.2%
2029/30	463	811	826	836	888	851	903	988	1,057	1,161	1,331	1,406	1,287	1,232	14,040	-197	-1.4%
2030/31	463	833	840	860	865	918	878	938	1,015	1,098	1,335	1,303	1,352	1,279	13,977	-63	-0.4%
2031/32	463	850	867	874	894	900	948	913	961	1,052	1,264	1,307	1,252	1,343	13,888	-89	-0.6%
2032/33	463	862	877	899	906	926	929	985	935	997	1,207	1,237	1,254	1,246	13,723	-165	-1.2%
2033/34	463	885	890	910	931	939	957	966	1,009	970	1,146	1,184	1,185	1,247	13,682	-41	-0.3%
2034/35	463	902	917	924	943	965	971	995	991	1,047	1,115	1,124	1,140	1,180	13,677	-5	0.0%

Yellow box = largest grade per year Green box = second largest grade per year



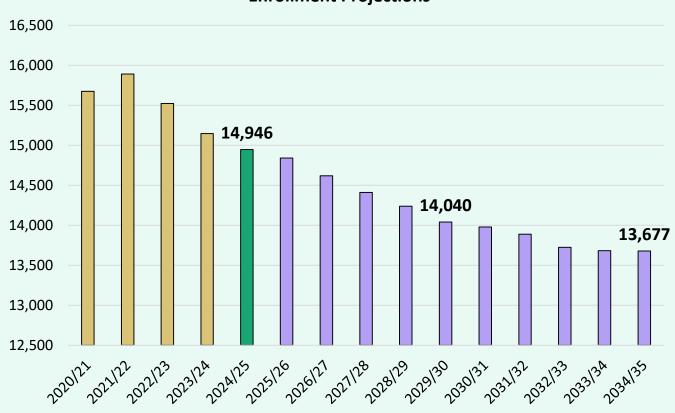
Ten Year Forecast by Campus

Terrical refeed	JC Dy	Carry	<i>-</i>	_						\	\		
			Fall	ENROLLMENT PROJECTIONS									
Campus	Functional	Max											
Campus	Capacity	Capacity	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35
CIBOLO VALLEY EL	1,038	1,200	591	535	523	519	510	512	521	526	534	544	554
GREEN VALLEY EL	732	899	503	481	463	469	462	453	451	450	450	448	449
NORMA PASCHAL EL	704	871	574	556	545	521	531	524	528	527	530	531	531
ROSE GARDEN EL	1,031	1,200	861	838	814	813	814	830	856	876	906	936	969
SCHERTZ EL	683	1,017	663	635	618	571	561	561	564	556	553	550	545
SIPPELEL	704	997	641	625	628	645	647	665	689	707	731	757	783
WATTS EL	739	906	500	486	473	457	473	480	494	505	519	530	546
WIEDERSTEIN EL	704	997	564	577	584	598	628	650	676	701	710	722	737
ELEMENTARY TOTALS			4,897	4,733	4,648	4,593	4,626	4,675	4,779	4,848	4,933	5,018	5,114
Elementary Percent Change			-4.17%	-3.35%	-1.80%	-1.18%	0.72%	1.06%	2.22%	1.44%	1.75%	1.72%	1.91%
Elementary Absolute Change			-213	-164	-85	-55	33	49	104	69	85	85	96
JORDAN INT	888	1,126	811	781	754	752	711	675	665	694	728	737	755
SCHLATHER INT	832	1,116	724	740	683	615	607	607	556	569	583	585	599
WILDER INT	855	1,188	702	707	708	722	673	609	595	598	603	601	612
INTERMEDIATE TOTALS			2,237	2,228	2,145	2,089	1,991	1,891	1,816	1,861	1,914	1,923	1,966
Intermediate Percent Change			2.80%	-0.40%	-3.73%	-2.61%	-4.69%	-5.02%	-3.97%	2.48%	2.85%	0.47%	2.24%
Intermediate Absolute Change			61	-9	-83	-56	-98	-100	-75	45	53	9	43
DOBIE JH	1,285	1,540	1,231	1,184	1,262	1,256	1,180	1,108	1,073	1,052	992	1,023	1,058
CORBETT JH	1,285	1,500	1,113	1,113	1,134	1,117	1,099	1,110	1,040	961	940	956	980
JUNIOR HIGH SCHOOL TOTALS			2,344	2,297	2,396	2,373	2,279	2,218	2,113	2,013	1,932	1,979	2,038
Junior High School Percent Change			-4.01%	-2.01%	4.31%	-0.96%	-3.96%	-2.68%	-4.73%	-4.73%	-4.02%	2.43%	2.98%
Junior High School Absolute Change			-98	-47	99	-23	-94	-61	-105	-100	-81	47	59
CLEMENS HS	2,733	3,300	2,589	2,618	2,531	2,523	2,523	2,491	2,503	2,492	2,388	2,309	2,206
STEELE HS	2,733	3,200	2,790	2,871	2,806	2,739	2,726	2,673	2,674	2,582	2,464	2,361	2,261
ALSELC			89	92	92	92	92	92	92	92	92	92	92
HIGH SCHOOL TOTALS			5,468	5,581	5,429	5,354	5,341	5,256	5,269	5,166	4,944	4,762	4,559
High School Percent Change			0.92%	2.07%	-2.72%	-1.38%	-0.24%	-1.59%	0.25%	-1.95%	-4.30%	-3.68%	-4.26%
High School Absolute Change			50	113	-152	-75	-13	-85	13	-103	-222	-182	-203
DISTRICT TOTALS			14,946	14,839	14,618	14,409	14,237	14,040	13,977	13,888	13,723	13,682	13,677
District Percent Change			-1.32%	-0.72%	-1.49%	-1.43%	-1.19%	-1.38%	-0.45%	-0.64%	-1.19%	-0.30%	-0.04%
District Absolute Change			-200	-107	-221	-209	-172	-197	-63	-89	-165	-41	-5
	•										- 11 !		



# Key Takeaways

#### **Enrollment Projections**



- If the current trend continues, Schertz-Cibolo-Universal City ISD could experience more than 900 new home closings by the end of 2024
- The district has more than 440 homes currently in inventory with more than 1,900 additional lots available to build on
- Groundwork is underway on approx. 770 lots within 8 subdivisions
- Schertz-Cibolo-Universal City ISD is forecasted to enroll more than 14,000 students by 2029/30





Proposed Zone Change to R-6 in Aviation Heights

Daisy Marquez | Planner





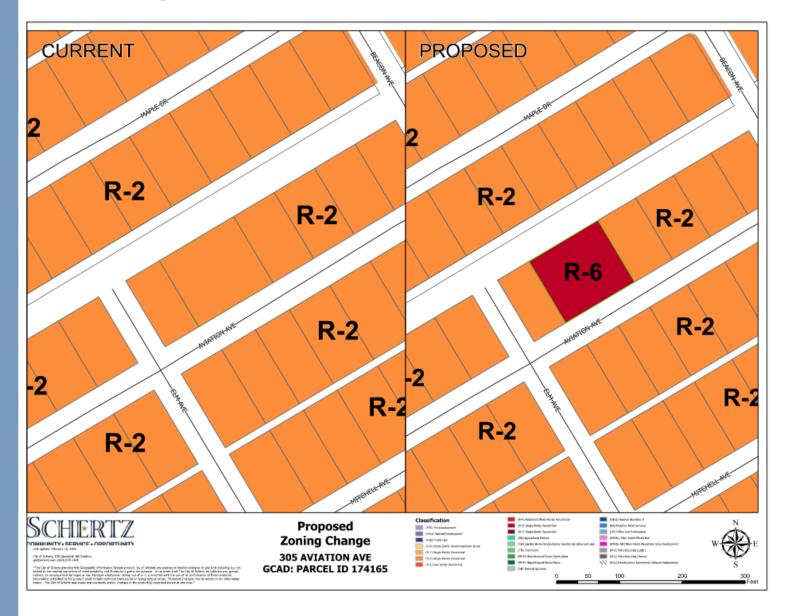
	Zoning	Use
Subject Property	Single-Family Residential District (R-2)	Undeveloped
North	Single-Family Residential District (R-2)	Open Space/ Single- Family Residence
South	Public Right-of-Way, Single- Family Residential District (R-2)	Aviation Ave/ Single- Family Residences
East	Single-Family Residential District (R-2)	Single-Family Residences
West	Single-Family Residential District (R-2)	Single-Family Residences



- 27 Public notices were sent on 02.19.2025
- As of today
  - (0) in favor
  - (0) Neutral
  - (3) in Opposition
- A public hearing notice was published in the "San Antonio Express"
- sign was placed by the applicant

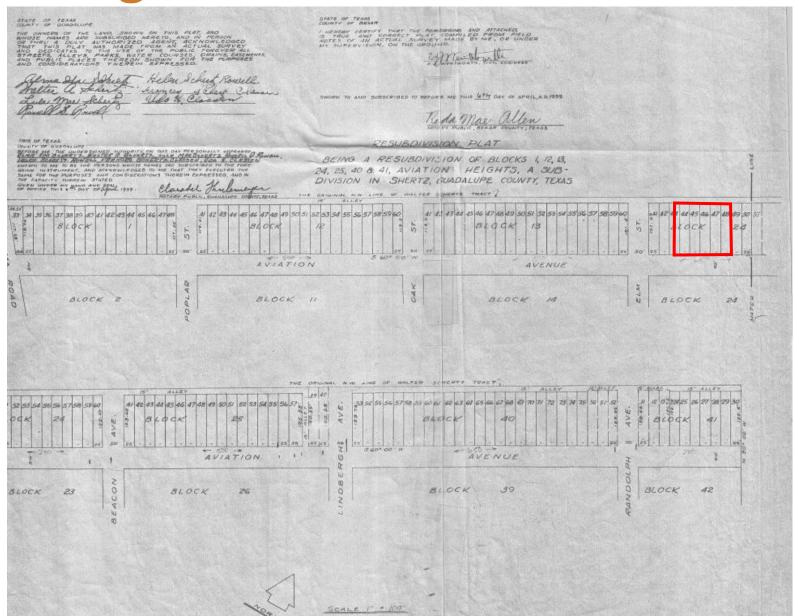


# Background



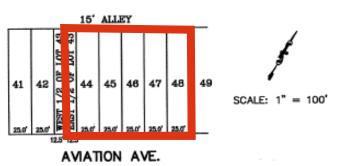


# **Background**





# **Background**

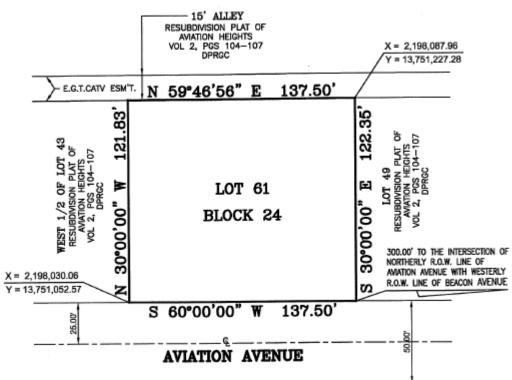


#### 50' R.O.W.

#### SUBJECT AREA BEING AMENDED

BEING THE EAST HALF OF LOT 43, AND ALL OF LOTS 44, 45, 46, 47 AND 48, BLOCK 24, RESUBDIVISION PLAT OF AVIATION HEIGHTS, RECORD IN VOLUME 2, PAGES 104—107, THE DEED AND PLAT RECORDS, GUADALUPE COUNTY, TEXAS.





	Existing	Proposed						
	Single-Family Residential District (R-2)	Single-Family Residential District (R-6)						
Permitted Uses	Accessory Building, Residential; Bed & Breakfast Inn (S); Church, Temple, Synagogue, Mosque, or Other Place of Worship (S); Family or Group Home; Gated Community, Golf Course, Municipal Uses; One-Family Dwelling Detached; Park/Playground/ Similar Public Site; School, Public or Private; In Home Daycare (S)	Accessory Building, Residential; Bed & Breakfast Inn (S); Church, Temple, Synagogue, Mosque, or Other Place of Worship (S); Family or Group Home; Gated Community, Golf Course, Municipal Uses; One- Family Dwelling Detached; Park/Playground/ Similar Public Site; School, Public or Private; In Home Daycare (S);						
Width & Depth	70'x120'	60'x120'						
Area Square Feet	8,400 sqft	7,200 sqft						
Setbacks	Front:25', Side:10', Rear:20'	Front:25', Side:10', Rear:20'						
Maximum Height	35'	35'						
Maximum Impervious Coverage	50%	50%						





- Does implement the policies of the adopted Comprehensive Land Plan.
  - Complete Neighborhood
    - Mix of residential & Supporting Land Uses
    - Neighborhood Commercial
  - Residential in surrounding areas and Residential being purposed
  - Proposed land uses and zoning dimensional requirements meet the intent of the
     Comprehensive Plan Future Land Use Map and Policies



Regional Corridor

Rural Living

2. Whether the proposed zoning change promotes the health, safety, and general welfare of the City.

As part of promoting health, safety, and welfare, the City should encourage development compatible with surrounding uses utilizing standards and transitional uses to alleviate negative impacts.

The uses allowed in R-6 are also allowed in R-2



3. Whether the uses permitted by the proposed change will be consistent and appropriate with existing uses in the immediate area;

- Aviation Heights Subdivision
- Properties within Aviation Heights are zoned Single-Family Residential District (R-2), they may meet the dimensional requirements of other zoning districts.
- (R-6) and (R-2) are intended for detached singlefamily homes, together with schools, churches, and parks necessary to create basic neighborhood units.



- 4. Whether other factors are deemed relevant and important in the consideration of the amendment.
- Schertz Fire, EMS, and Police have been notified of the zone change requests and have provided no objection.
- A public hearing notice was also mailed to Schertz-Cibolo-Universal City Independent School District.
- The Planning and Zoning Commission and City Council have not provided additional criteria for the proposed zone change.

## Recommendation

#### Staff Recommendation:

Due to the proposed zone change to Single-Family Residential District (R-6) meeting the intent of the Complete Neighborhood Land Use Designation and compatibility with the existing neighborhood at the subject property, Staff recommends approval of Ord. 25-S-011.

#### **Planning and Zoning Commission:**

The Planning and Zoning Commission met on March 5, 2025, and made a recommendation of approval to City Council.

#### CITY COUNCIL MEMORANDUM

City Council Meeting: April 15, 2025
Department: Engineering

Subject: April 2025 Quarterly Streets Update

#### **BACKGROUND**

Engineering and Public Works will present a quarterly update on the status of various street projects. The update will include the current status of the SPAM projects and information on various street repairs and crack sealing efforts.

#### **Attachments**

Streets Presentation 4.15.25

# SCHERTZ STREET PRESERVATION AND MAINTENANCE

April 15, 2025, City Council Workshop

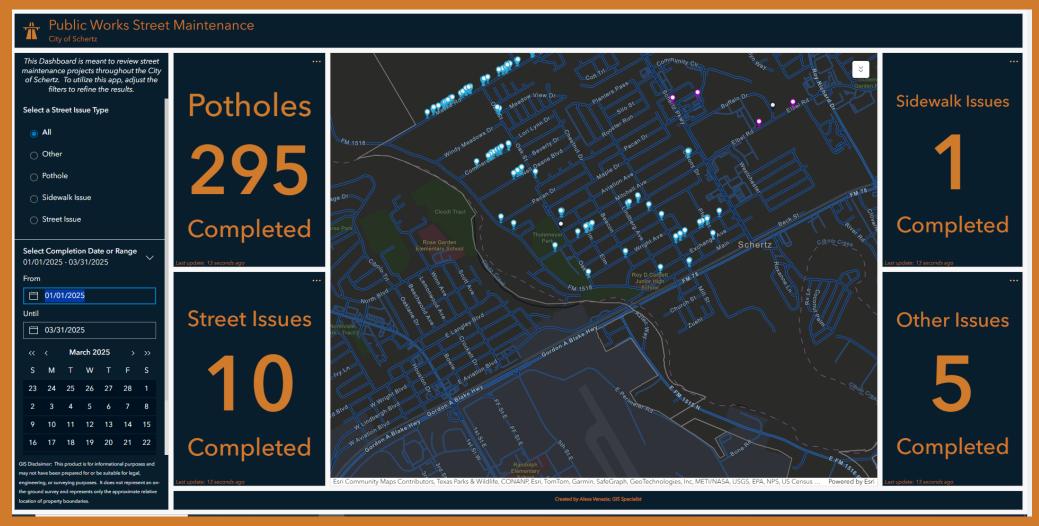
Robert Martinez | Street Maintenance Supervisor

John Nowak, P.E. | Assistant City Engineer

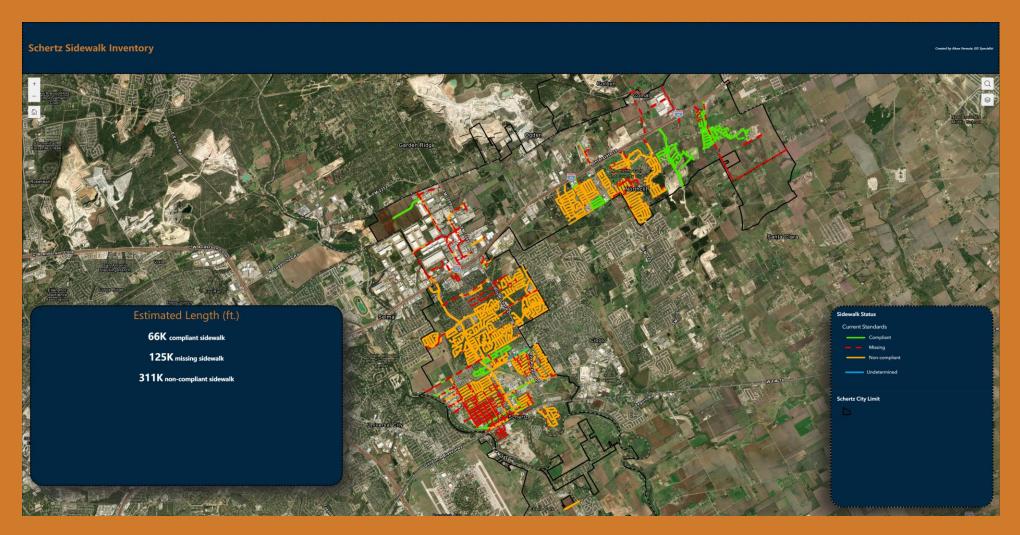


#### **Streets Maintenance Dashboard**

#### October 1st through December 31st, 2024



## **Schertz Sidewalk Inventory Dashboard**





## **Streets Maintenance: Crack Seal Program 2025**

January 1st through March 31st, 2025

Miles Completed: 4.46 mi

**Crack Sealant: 96 Boxes** 

Mobile Villa - .57 mi

Hallie's Cove - .68 mi

**Kensington Ranch - 1.61 mi** 

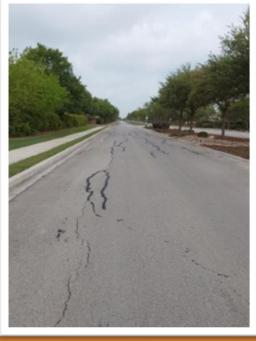
Savannaha Bluff - .42 mi

Hollering Vine - .43 mi

**Woodland Oaks - .75 mi** 

(FM 3009 to City Limits)





#### **Streets Maintenance Progress Summary 2025**

January 1<sup>st</sup> through March 31<sup>st</sup>, 2025

**Street Issues: 10** 

Potholes: 295

**UPM (Pothole Patch Material) – 25 tons** 

Asphalt Hot Mix Tons – 108.55 tons

Street Repairs:
Bell North Dr
Triton Dr
Cibolo Valley Dr
Winkler Trail
Elbel Road
Schertz Parkway



Street Striping:
Main Complex
Wendy Swan Park
Oak Street
Woodland Oaks Drive



# **2024 SPAM PROJECTS**

## Resurfacing Project

Almost fully complete



## Rehabilitation Project

Contract award on tonight's agenda





## 2025 SPAM PROJECTS

### Resurfacing Project

- Scope and Fee proposal for design being prepared by consultant
- Task Order for design expected for approval in May
- Areas include: Rio Vista, The Village, and Woodbridge.
- Project changes:
  - To fit the available budget, we will need to delay work on Jonas Woods, and Woodland Oaks subdivisions; Verde Enterprise Business Pkwy; Mid Cities Pkwy; Corridor Loop Road; Bell North; Baugh Ln; Four Oaks Ln; and Wiederstein Rd from Schertz Parkway to FM 3009.

## Rehabilitation Project

- Scope and Fee proposal for design being prepared by consultant
- Task Order for design expected for approval in May
- Kramer Farm subdivision



## **OTHER STREET PROJECTS**

## **Buffalo Valley South**

- Construction underway
- Some sewer line installed in Mill and Zuehl

#### Schertz Forest

- Design underway
- Survey data has been collected

## **Boenig Reconstruction**

Design underway

#### Lower Seguin Road

- Final design underway
- Environmental clearance in process
- Ongoing coordination meetings with the base



## OTHER STREET PROJECTS

#### Main Street

- 60% Plans received from GVEC
- Finalizing our water and sewer line replacement plans
- Public outreach starting soon

#### **Lookout Road**

- Acquiring right-of-way at the Schertz Parkway and Doerr Lane intersections
- Finalizing plans
- Provided a project update to the EDC Board on March 28<sup>th</sup>

## FM 3009/FM 78 Overpass (TXDOT)

- Refining project schematic and working on environmental clearance
- Held an initial public meeting
- TXDOT met with affected property owners and discussed ROW needs
- Applied for AAMPO funding



# COMMENTS AND QUESTIONS



## **CONTACT US**

**Mailing Address** 

1400 Schertz Parkway, Schertz, TX 78154

**Phone Number** 

(210) 619-1820

**Email Address** 

engineering@schertz.com



#### CITY COUNCIL MEMORANDUM

City Council Meeting: April 15, 2025
Department: Public Works

**Subject:** April 2025 Drainage Rate Study Discussion

#### **BACKGROUND**

This workshop is to discuss the Drainage departments' history regarding rates, projects, growth and 5-year projections.

#### **Attachments**

Drainage Rate Study Presentation

# Drainage Utility System Workshop

April 15<sup>th</sup>, 2025

Larry Busch | Director | Public Works

Kevin Anderson | Supervisor | Public Works - Drainage



# Municipal Drainage Utility Systems Act

- Local Government Code Title 13. Water and Utilities, Subtitle A. Municipal Water and Utilities, Chapter 552. Municipal Utilities, Subchapter C. Municipal Drainage Utility
   Systems (Sec. 552.041-552.054)
- Formerly LGC Chapter 402 (Reference in Code of Ordinances Chapter 90)
- "Drainage system" means the drainage owned or controlled in whole or in part by the municipality and dedicated to the service of benefitted property, including provisions for additions to the system.
- "User" means the person or entity who owns or occupies a benefitted property.



# Municipal Drainage Utility Systems Act

- "Benefitted property" means an improved lot or tract to which drainage service is made available under this subchapter.
- "Public utility" means a drainage service that is regularly provided by the municipality through municipal property dedicated to that service to the users of benefitted property within the service area and that is based on:
  - (A) an established schedule of charges;
  - (B) the use of the police power to implement the service; and
  - (C) nondiscriminatory, reasonable, and equitable terms as declared under this subchapter.

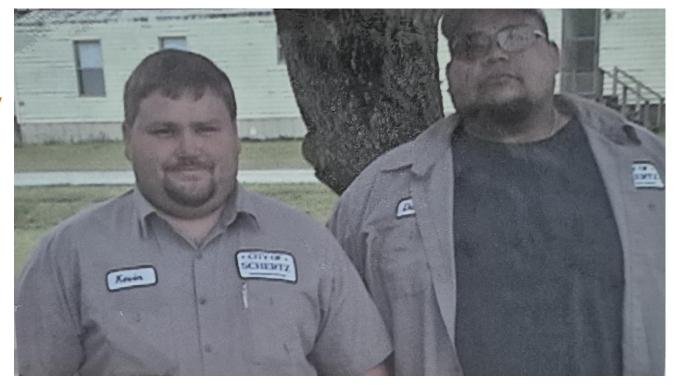


# Municipal Drainage Utility Systems Act

"Service area" means the municipal boundaries and any other land areas outside the municipal boundaries which, as a result of topography or hydraulics, contribute overland flow into the watersheds served by the drainage system of a municipality; provided, however, that in no event may a service area extend farther than the boundaries of a municipality's current extraterritorial jurisdiction, nor, except as provided by Section 552.0451, may a service area of one municipality extend into the boundaries of another municipality. The service area is to be established in the ordinance establishing the drainage utility. Provided, that no municipality shall extend a service area outside of its municipal boundaries except. . . . .

# Schertz Drainage Utility System Background

The Schertz Drainage Department began in 2003 with a single crew consisting of a Foreman and a worker. They worked diligently to keep the City's drainage infrastructure maintained with a single pickup truck and two open cab tractors. Over time, the department grew slowly, adding workers and upgrading equipment such as enclosed tractors and bigger shredders to keep up with growing infrastructure.





# **Schertz Drainage Utility System Background**



Today, the department has grown to 8 personnel; a Supervisor, two Worker II's and 5 Worker I's. Equipment has expanded as well, having multiple trucks, tractors, shredders, mowers and specialized equipment such as a boom mower. The department continues to provide essential services to the City, maintaining and managing City drainage infrastructure.



# **Schertz Drainage Utility Rate History**

- Ordinance 03-F-11: Establishes Drainage Utility System.
- Living Unit Equivalent (LUE) based on average lot size of 7550 sq ft.

Fiscal Year	Ordinance	Fee Per LUE
FY 2003-04 to FY 2007-08	03-F-17	\$2.10
FY 2008-09 to FY 2011-12	08-M-43	\$3.80
FY 2012-13 to Current FY	12-M-22	\$5.20



# Schertz Drainage Utility Project History

- Scenic Hills/Greenridge Year 2017
  - Drainage Fund
- Lower Seguin Road Culvert 2017
  - Drainage Fund
- East Dietz Creek De-silting 2018
  - Drainage Fund
- 2018 Drainage Projects 2018-2021
  - 45% General Fund, 55% Drainage
- FM 78 South Channel 2023- Present
  - General Fund
- Drainage Fund Balance Currently \$723,000



## FY 2020-21 To Current FY Drainage Fund Analysis

### FY 2020-21

Revenue: \$1,277,838Budget: \$1,497,913

• Actual Exp: \$1,210,097

### FY 2021-22

• Revenue: \$1,291,653

• Budget: \$1,272,024

• Actual Exp: \$1,047,412

### FY 2022-23

• Revenue: \$1,285,422

Budget: \$1,438,907

Actual Exp: \$1,534,784

### FY 2023-24

Revenue: \$1,368,771
Budget: \$1,594,207
Actual Exp: \$1,444,324

### FY 2024-25

Revenue: \$1,516,000 (Estimated)

• Budget: \$1,635,862

Current FY Budgeted Expenses: \$898,244

Current FY Budgeted Capital Cost: \$637,618

 Capital Cost Includes: Vehicle & Equipment Replacement (Street Sweeper), Professional Services (Projects), Land & Easement Budgeted Funds



# **Drainage Fund Projections - 5 Year**

Expenditure Type	Expanded Project - Personnel	FY 2025-26	2026-27	2027-28	2028-29	2029-30
Personnel	Existing Personnel Budget	\$571,592	\$600,172	\$630,180	\$661,689	\$694,774
Personnel	Drainage Worker I (3 Full Time Employees)	\$223,677	\$234,861	\$246,604	\$258,934	\$271,881
Personnel	Drainage Worker II (1 Full Time Employee)	\$84,149	\$88,356	\$92,774	\$92,774	\$92,774
Personnel	Crew Leader (1 Full Time Employee)		\$103,604	\$108,784	\$114,223	\$119,935
Personnel	Drainage Worker I (3 Full Time Employees)			\$223,677	\$234,861	\$246,604
Personnel	Floodplain & Stormwater Manager (1 Full Time Employee)	\$100,104	\$105,109	\$110,365	\$115,883	\$121,677
Total		\$979,522	\$1,132,102	\$1,412,384	\$1,478,364	\$1,547,645

Expenditure Type	Expanded Program - O&M	FY 2025-26	2026-27	2027-28	2028-29 2	2029-30
O&M	Current O&M	\$271,000	\$284,550	\$298,778	\$298,778	\$298,778
O&M	O&M Increase w/ Additional Personnel	\$100,000	\$255,000	\$367,750	\$436,138	\$457,944
Total		\$371,000	\$539,550	\$666,528	\$734,916	\$756,722



# **Drainage Fund Projections - 5 Year**

Expenditure	Expanded Program - Capital Costs	FY 2025-26	2026-27	2027-28	2028-29	2029-30
Yearly Capital Expense	Land/ROW/Easement Purchase	\$250,000	\$250,000	\$100,000	\$100,000	\$100,000
Other Expenses	Non-operating, Fund Charges/Tranfers, legal/Accounting Services	\$593,270	\$622,934	\$654,080	\$654,080	\$654,080
Capital Cost - Land	Property Purchase			\$500,000	)	
Capital Cost - Equipment	Drainage UTV	\$30,000.00				
Capital Cost - Equipment	Haul Trailer	\$40,000.00				
Capital Cost - Equipment	Drainage Haul Truck (2.5 Ton, Crew Cab, 4x4, Flat Bed)	\$90,000.00				
Capital Cost - Equipment	Crew Truck (1 Ton, Crew Cab, 4x4)	\$90,000.00				
Capital Cost - Equipment	Supervisor Truck (3/4 Ton, Crew Cab, 4x4)		\$75,000.00	)		
Capital Cost - Equipment	Street Sweeper				\$375,000	
Capital Cost - Equipment	Maintainer		\$350,000	)		
Capital Cost - Equipment	Drainage Dump Trailer				\$90,000	
Captial Cost - Equipment Replacement	Yearly Vehicle/Equipment Replacement Contribution	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Project	Master Drainage Plan	\$125,000	\$125,000	)		
Professional Services	Engineering Services	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Professional Services	Drainage Rate Study					\$10,000
Total		\$1,468,270	\$1,672,934	1504080	\$1,469,080	\$1,014,080



# **Drainage Fund Projections - 5 Year**

Drainage Capital Improvement Projects	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-2035	Total
Wendy Swan Drainage Improvements	\$1,100,000.00							\$1,100,000.00
Kramer Farms Drainage Improvements		\$1,000,000.00						\$1,000,000.00
FM 1518 - City Park Underground Drainage Upgrade		\$2,500,000.00	\$2,000,000.00					\$4,500,000.00
Woodbridge Drainage Improvements			\$1,100,000.00					\$1,100,000.00
Portage Lane Culvert Replacement and Channel Rehabilitation			\$100,000.00	\$725,000.00				\$825,000.00
Morning Drive Culvert Replacement and Channel Rehabilitation			\$100,000.00	\$900,000.00				\$1,000,000.00
Oak Forest Channel Improvements			\$200,000.00	\$2,000,000.00				
W. Dietz Creek from Lookout to Selma				\$300,000.00	\$2,700,000.00			
W Dietz Creek Drainage Improvements: Elbel Road to City Limits					\$1,500,000.00	\$4,500,000.00		\$6,000,000.00
W Dietz Creek Drainage Improvements: Schertz Pkwy to Elbel RD						\$1,000,000.00	\$4,000,000.00	\$5,000,000.00
Northcliffe II Drainage Improvements							\$1,050,000.00	\$1,050,000.00
Lazar Parkway Drainage Improvements							\$2,500,000.00	\$2,500,000.00
W Dietz Creek Drainage Improvements: Maske to Schertz Pkwy							\$4,000,000.00	\$4,000,000.00
W Dietz Creek Drainage Improvements: Savannah Dr to Maske							\$5,000,000.00	\$5,000,000.00
W Dietz Creek Drainage Improvements - City Limits near Wiederstein to								
Savannah Dr							\$5,000,000.00	\$5,000,000.00
Total	\$1,100,000 00	\$3,500,000,00	\$3.500.000.00	\$3 925 000 00	\$4 200 000 00	\$5 500 000 00	\$21,550,000.00	\$38 075 000 C



## **Local Government Code Sec. 552.053 Exemptions**

Sec. 552.053. EXEMPTIONS. (a) A governmental entity or person described by Subsection (b) and a lot or tract in which the governmental entity or person holds a freehold interest may be exempt from this subchapter and all ordinances, resolutions, and rules adopted under this subchapter.

- (b) The following may be exempt:
  - (1) this state;
  - (2) a county;
  - (3) a municipality; or
  - (4) school districts and open-enrollment charter schools.
- (c) The following shall be exempt from the provisions of any rules or ordinances adopted by a municipality pursuant to this Act:
- (1) property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;
- (2) property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the municipality in which the property is located for maintenance; and
- (3) a subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the municipality in which the property is located.



## **Local Government Code Sec. 552.053 Exemptions**

- (d) A municipality may exempt property owned by a religious organization that is exempt from taxation pursuant to Section 11.20, Tax Code, from all or a portion of drainage charges under this subchapter, as the governing body of the municipality considers appropriate.
- (d-1) A municipality may exempt property used for cemetery purposes from drainage charges under Section 552.047 if the cemetery is closed to new interments and does not accept new burials.
- (e) The following property is exempt from drainage charges under Section 552.047 and all ordinances, resolutions, and rules adopted under this subchapter:
- (1) property owned by a county in which a municipality described by Section 552.044(8)(A) is located;
- (2) property owned by a school district located wholly or partly in a municipality described by Section 552.044(8)(A); and
- (3) property owned by a municipal housing authority of a municipality described by Section 552.044(8)(A).



# **Schertz Drainage Utility Current Exemptions**

Sec. 90-273. - Exemptions.

- State, County, Municipal, and Federal owned parcels
- Schools
- Schertz Housing Authority
- Cemetery Lots\*
- Property with properly engineered designed drainage system and maintenance of a wholly sufficient,
   privately owned drainage utility system;
- Property held and maintained in its natural state, until such time that the property is developed and the
  public structure constructed thereon has been accepted by the city for maintenance;
- A subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the city;

Not currently exempted: Religious Organizations under Section 11.20 of the Tax Code

\*Currently Section 552.053 states only cemeteries closed to new interments and burials are eligible to be exempt.

# **Next Steps**

- Provide consultant assumptions needed to finalize Drainage Rate Study.
  - Personnel and O&M expansions
  - Projects
  - Exemptions
- Publish Notice (with full Ordinance Language and Proposed Fee) 3 times – first published notice shall 30 or more days before Public Hearing.
- Hold a Public Hearing for the Ordinance Revision and Proposed Fee and adopt.





# COMMENTS AND QUESTIONS



#### CITY COUNCIL MEMORANDUM

**City Council** 

Meeting: April 15, 2025

**Department:** Executive Team

Subject: Discussion regarding expansion of the CCMA South Plan due to lack of

City of Schertz Capacity

#### **BACKGROUND**

In late 2014, the City entered into the Southern Plan Wastewater Services and Funding Agreement By and Among Cibolo Creek Municipal Authority, City of Schertz and City of Cibolo to provide for construction of the CCMA South Sewer Treatment Plant. There was a subsequent amendment and a related agreement also approved. The effect of the agreements is that CCMA would build a 500,000-gallons per day sewer treatment plant. Schertz would pay the bonds for the first 10 years. Cibolo would have to decide by late 2023 whether they would opt in to the plant - if they did they would have rights to half of the capacity, but would pay half of the cost (splitting the next 10 years bond payments with Schertz and paying the last 10 themselves). If they did not opt in, Schertz would pay all of the bond costs, but have rights to all of the capacity.

In December 2022, the City and Green Valley Municipal Utility District (GVSUD) entered into a mediated settlement agreement. Per that agreement, the City assigned 75,000 gallons per day to GVSUD at not cost and agreed to provide another 50,000 gallons per day with GVSUD paying Schertz's cost for this capacity. So, in total, the City gave up 125,000 gallons per day of capacity to GVSUD.

Cibolo asked for a few extensions to make their decision, but ultimately in early 2024 they opted in. As such, they have rights to half of the 500,000 gallons per day of capacity.

As a result of this, Schertz has only 125,000 gallons per day of capacity in the plant. At present, only Schertz is contributing flows to the plant.

With the Woman Hollering Creek Trunk Line and Lift Station coming online in the last few months, Schertz staff has been able to calculate actual flows from wastewater that was being treated by the Crossvine batch plant, was being pumped and hauled, and from projects that came online at the same time. As a result, Schertz is already using its allocated 125,000 gallons per day of capacity. There are a number of projects in process that would have to lift up north to the OJR Plant or provide for pump and haul if the City does not obtain more capacity.

Schertz has reached out to Cibolo and GVSUD about utilizing their capacity until the plant can be expanded. Schertz has initiated conversations with CCMA and the City of Cibolo about the need to expand the plant. Also, per the settlement agreement, CCMA is required to notify GVSUD about the contemplated expansion so they can determine if they want to participate. Schertz anticipates needing an additional approximately 1,250,000 gallons per day of capacity.

Presentation

# **CCMA South WWTP Expansion**



City Council Meeting April 15, 2025

# South Plant WWTP Permit per TCEQ

- These are the phases identified in the current CCMA discharge permit up to 3 MGD
- Interim Phase 1 (Current Phase)
  - 0.5 MGD (million gallons per day)
  - 3,225 LUEs worth of capacity (living unit equivalents, or single-family residences)
- Interim Phase 2
  - 1 MGD
  - 6,450 LUEs
- Final Phase
  - 3 MGD
  - 19,350 LUEs
- The plant can be expanded to any capacity between 1 MGD and 3 MGD with a minor amendment to the permit
- Expansion of the plant beyond 3 MGD will require a major amendment

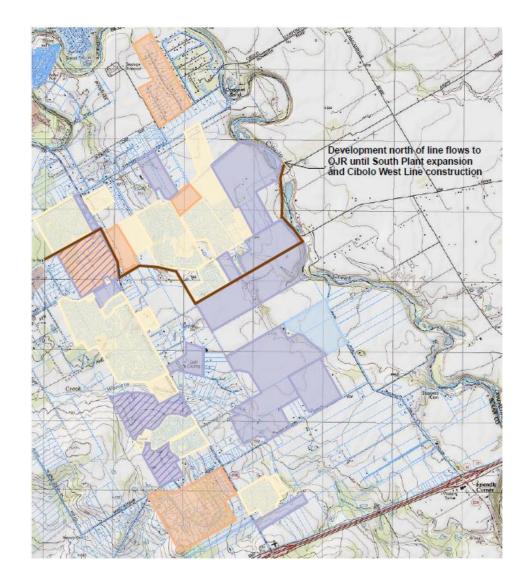
## **CCMA South Plant WWTP Service Area**



## **Demand for Wastewater Service – West of Cibolo Creek**

- The following table reflects City of Schertz commitments to be served by the CCMA South Plant WWTP.
- Residential developments that flow to the CCMA South Plant are highlighted by red outline.





# Schertz Expansion Request of CCMA

- Existing Southern WTP has a total of 0.5 MGD
  - Schertz has 0.25 MGD capacity out of the 0.5 MGD but 0.125 MGD is allocated to GVSUD
  - Cibolo has 0.25 MGD capacity out of the 0.5 MGD
- Schertz is requesting an additional 1.375 MGD (8,870 LUEs) to accommodate our flow requirements
- The plant expansion would be a minimum of 1.875 MGD
  - Schertz would have 1.625 MGD capacity (minus GVSUD's 0.125 MGD)
  - Cibolo would still only have 0.25 MGD capacity, if it does not participate in the expansion
  - Cibolo is considering whether to participate in an expansion and if so, at what level of capacity.

## 1.875 MGD Expansion Construction

- 1.875 MGD (12,096 LUEs) expansion to a permitted total of 2.375 MGD (15,322 LUEs)
  - Schertz would get an additional 1.375 MGD (8,870 LUEs) to accommodate our flow requirements
    - Schertz would own a total of 1.625 MGD (10,483 LUEs) in the expanded facility but GVSUD would have rights to 0.125 MGD (806 LUEs).
  - Cibolo would receive an additional 0.5 MGD (3,225 LUEs) to accommodate their own flow requirements plus their obligations to GVSUD under the comprehensive settlement agreement
  - Additional capacity for GVSUD is not included in this option, but if requested, should have little impact on the pricing for the two cities

## 1.875 MGD Expansion, Estimated Costs

- 1.875 MGD expansion would cost approximately \$64.69 million
  - This is assuming \$30 per gallon of construction costs and a 15% Engineering cost
  - Construction costs anywhere between \$25 per gallon and \$60 per gallon,
     with most recent jobs of this size and scope trending toward the lower end
  - Construction costs \$56.25 million
    - Schertz' share of cost at roughly 73% of the capacity would be roughly \$41.25 million
  - Design costs \$8.44 million
    - Schertz' share at roughly 73% would be roughly \$6.2 million
  - Total estimated costs for Schertz would be roughly \$47.5 million

# Other Expansion Options

 If Cibolo were to opt in for more capacity and/or GVSUD opted in for capacity, the overall project cost would increase but Schertz' estimated cost would be the same, as Cibolo and/or GVSUD would bear the costs for that additional capacity.

# Timeline and Next steps on Plant Expansion

- Cibolo and Schertz with CCMA to seek GVSUD's request for additional capacity
- 6-12 months for amending tri-party funding agreement between the cities and CCMA, potentially GVSUD
- 15-20 months of design and financing
  - The need for a major amendment can add time to this portion of the job, but would generally run concurrently with design
    - Litigation associated with the permitting process can add years to the project
- 3 months to advertise the project and evaluate respondents
- 24-30 months for construction
- 48-65 months for project completion

# Timeline and Next steps on Schertz Obtaining Interim Capacity

- Schertz is out of its current allocated capacity when considering the rights to capacity GVSUD has per the settlement Agreement.
- Presently only Schertz is sending flows to the south plant.
- Schertz has requested that additional interim capacity, until and expansion of the plant is complete from both Cibolo and GVSUD.
- If Schertz can obtain an additional .300 MGD in capacity that will accommodate the immediate requests for additional capacity
- Subsequent Requests for capacity will have to be lifted up to the OJR (North) plant.

# **Questions and Discussion**